

**FINAL AGENDA FOR THE COUNCIL MEETING
CITY OF PORTAGE
February 14, 2012**

7:30 p.m. Call to Order.

Swearing in of Student Mayor and Councilmembers for the Day.

Invocation: Pastor Jeff Jones of the Kalamazoo Valley Family Church of Portage.

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Approval of the January 24, 2012 Regular Meeting Minutes.

* B. Approval of Consent Agenda Motions.

* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of February 14, 2012, as presented.

D. Public Hearings:

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

* 1. Communication from the City Manager recommending that City Council accept the amendment to Section 38-35 of Chapter 38, Historic Preservation, of the Code of Ordinances for first reading and set a second reading with final adoption for February 28, 2012.

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

- a. accept the Tentative Plan Amendment for The Homestead Planned Development and set a public hearing for March 13, 2012;
- b. following the public hearing, consider approving the Tentative Plan Amendment for The Homestead Planned Development, 3821 West Milham Avenue, subject to the conditions outlined in the January 13, 2012 Department of Community Development report; and
- c. following action on the Tentative Plan Amendment, consider approving the Final Plan for the three McGillicuddy Lane land divisions.

* 3. Communication from the City Manager recommending that City Council approve the Final Plan for Oakland Hills Condominiums (Phase III), subject to the applicant reconfirming the wetland boundary with concurrence from the Michigan Department of Environmental Quality, before issuance of building permits for those units located adjacent to the wetland area.

* 4. Communication from the City Manager recommending that City Council adopt the Resolution Authorizing Refunding of the City of Portage Downtown Development Authority Bonds, Series 2001 and approve of the Undertaking to Provide Continuing Disclosure.

* 5. Communication from the City Manager recommending that City Council authorize execution of a license agreement with the Austin Lake Governmental Lake Board for temporary placement of aeration equipment and authorize the City Manager to sign all documents related to this matter on behalf of the city subsequent to confirmation of the special assessment roll by the Austin Lake Governmental Lake Board.

* 6. Communication from the City Manager recommending that City Council approve the Human Services Board proposal for human service public education.

- * 7. Communication from the City Manager recommending that City Council approve a request from Hyland Associates, LLC, allowing for an additional 90-day time period for City Council action on a preliminary plat.
- * 8. Communication from the City Manager recommending that City Council authorize repairs to the 2007 Elgin Whirlwind street sweeper by Bell Equipment Company at a total cost not to exceed \$25,122.39 and authorize the City Manager to execute all documents related to these repairs on behalf of the city.

G. Communications:

H. Unfinished Business:

* I. Minutes of Boards and Commissions Meetings:

- 1. Portage Board of Education Special and Regular of December 12 and Special of December 22, 2011, Policy Governance Session of January 9 and Special and Committee of the Whole Work Session of January 16, 2012.
- 2. Portage Park Board of January 4, 2012.
- 3. Portage Youth Advisory Committee of January 9, 2012.
- 4. Portage Environmental Board of January 11, 2012.
- 5. Portage Human Services Board of January 19, 2012.
- 6. Portage Planning Commission of January 19, 2012.

J. Ad-Hoc Committee Reports:

- 1. Presentation by Mayor Pro Tem Claudette Reid regarding the recent activity of the Fees (Transparency and Fairness) Committee, the Housing and Neighborhoods Committee, as well as the Community Survey Committee.

K. New Business:

L. Bid Tabulations:

M. Other City Matters:

- 1. Statements of Citizens.
- 2. From City Council and City Manager.

* 3. Reminder of Meetings:

- a. Wednesday, February 15, 2:30 p.m., Senior Citizen Advisory Board, Portage Senior Center.
- b. Thursday, February 16, 8:00 a.m., Downtown Development Authority, City Hall Room #1.
- c. Thursday, February 16, 7:00 p.m., District Library Board, Portage District Library.
- d. Thursday, February 16, 7:00 p.m., Planning Commission, Council Chambers.
- e. Monday, February 20, 8:00 a.m., Legislative Roll Call, The Chamber Building, 346 W. Michigan Avenue, Kalamazoo.
- f. Monday, February 20, 6:30 p.m., Youth Advisory Committee, City Hall Room #1.
- g. Wednesday, February 22, 6:00 p.m., Austin Lake Governmental Lake Board Public Hearing, Council Chambers.
- h. Thursday, February 23, 4:30 p.m., Public Media Network Board of Directors, 359 S. Kalamazoo Mall, 3rd floor.

N. Materials Transmitted of January 20 and 24, 2012.

Adjournment.

CITY COUNCIL MEETING SUMMARY

January 24, 2012

ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Check Register of January 24, 2012, as presented.

PUBLIC HEARING

- ◆ Adopted Resolution No. 2, vacating a portion of West Fork Crossing and a portion of Trade Centre Way.

REPORTS FROM THE ADMINISTRATION

- ◆ Authorized the Mayor and City Clerk to execute a two-year labor agreement between the City of Portage and the Portage Police Command Officers Association (PPCOA).
- ◆ Received the communication from the City Manager regarding the December 2011 Summary Environmental Activity Report as information only.
- ◆ Received the Department Monthly Reports from the various city departments.

COMMUNICATIONS

- ◆ Received a presentation by Youth Advisory Committee Chairperson Sujay Dewan and Vice-Chairperson Humza Mirza.
- ◆ Received a presentation and communication from Environmental Board Chairperson Ruth Caputo regarding the 2011 Purple Loosestrife Program.
- ◆ Committed to abide by the principles discussed at the December 9, 2011 City Council Goal Setting Session as set forth in attached documents.

UNFINISHED BUSINESS

- ◆ Adopted Resolution No. 2, granting an easement to the Michigan Department of Transportation on city-owned property for the installation of storm drainage improvements.
- ◆ Resolved to not establish a fee for licensing or license renewal of Secondhand Dealer/Pawnbroker businesses.
- ◆ Received the communication from the City Manager regarding 8046 Newells Lane, Wood Burners, as information only.

AD-HOC COMMITTEE REPORT

- ◆ Adopted the proclamation to commence the collaborative marketing effort as coordinated by the Portage District Library Board, the Portage Public Schools Board of Education and the City Council City-School Committee.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER

- ◆ Councilmember Randall recognized that January 28, 2012, is the date that the last *Portage Gazette* would be published and acknowledged the many contributions of Portage Gazette Editor Tom Haroldson and the outstanding job he has done. She also announced the 26th Annual Bowl For Kids' Sake event is on Saturday, March 3rd and Sunday, March 4th at PINZ Bowling Center, 4500 Stadium Drive, Kalamazoo, (269) 375-1379. Note: Friday, February 17th is reserved for college students only and all proceeds from Bowl For Kids' Sake go to the Big Brothers Big Sisters program where children are matched with positive role models.
- ◆ As a home brewer of beer, Councilmember Pearson expressed his excitement for Kalamazoo Beer Week and noted that Portage City Center has zoned property and could accommodate a microbrewery if anyone is interested.
- ◆ City Manager Evans announced the launch of the new online Media Center on the Portage City website www.portagemi.gov which is a repository of city related news, information and communications tools designed to better connect residents with the city, and includes video archives of televised City Council, Planning Commission and Zoning Board of Appeals meetings and other community related videos on various topics such as special city programs and services, as well as easy access to the award-winning *Portager* newsletter, RSS feeds, news releases and more. Mayor Strazdas concurred.
- ◆ Mayor Pro Tem Reid recruited dancers for the Public Media Network First Annual Groundhog Ball on Feb 4 from noon until midnight which will be televised.
- ◆ Mayor Strazdas concurred with Councilmember Randall that *Portage Gazette* Editor Tom Haroldson has made many contributions over the years with the Portage Gazette and has done an outstanding job.

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

CITY COUNCIL MEETING MINUTES FROM JANUARY 24, 2012

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

At the request of Mayor Strazdas, Pastor Richard Hertsel of the Centre Avenue Community Church of God of Portage gave the invocation and the City Council and the audience recited the Pledge of Allegiance.

The City Clerk called the roll with the following members present: Councilmembers Elizabeth A. Campbell, Jim Pearson, Patricia M. Randall, Edward J. Sackley, Terry R. Urban and Mayor Pro Tem Claudette S. Reid and Mayor Peter J. Strazdas. Also in attendance were City Manager Maurice S. Evans, City Attorney Randy Brown and City Clerk James R. Hudson.

APPROVAL OF MINUTES: Motion by Reid, seconded by Campbell, to approve the January 10, 2012 Special and Regular Meeting Minutes as presented. Upon a voice vote, motion carried 6 to 0 with Councilmember Sackley abstaining.

* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Campbell to read the Consent Agenda. Councilmember Randall asked that Item H.2, Secondhand Dealer/Pawnbroker Ordinance, and Councilmember Pearson asked that Item G.3, City Council Guiding Principles, be removed from the Consent Agenda. Motion by Urban, seconded by Reid, to approve the Consent Agenda motions as amended. Upon a roll call vote, motion carried 7 to 0.

* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF JANUARY 24, 2012:** Motion by Urban, seconded by Reid, to approve the Accounts Payable Register of January 24, 2012. Upon a roll call vote, motion carried 7 to 0.

PUBLIC HEARING:

FINAL ACTION – TRADE CENTRE WAY AND WEST FORK CROSSING RIGHT-OF-WAY VACATION: Mayor Strazdas opened the public hearing and introduced Transportation & Utilities Director Chris Barnes, who provided a drawing of the location and explained the request. He outlined some of the history of the original Downtown Development Authority (DDA) location of the roadway and described the proposed changes in more detail and explained that these proposed changes were part of the amended plan of July 2011. Discussion followed. Mayor Strazdas opened the public hearing for comment from the audience. There being no further discussion, motion by Campbell, seconded by Urban, to close the public hearing. Upon a voice vote, motion carried 7 to 0.

Motion by Reid, seconded by Campbell, to adopt Resolution No. 2, vacating a portion of West Fork Crossing and a portion of Trade Centre Way. Upon a roll call vote, motion carried 7 to 0.

REPORTS FROM THE ADMINISTRATION:

* **PROPOSED TWO-YEAR LABOR AGREEMENT - PORTAGE POLICE COMMAND OFFICERS ASSOCIATION (PPCOA):** Motion by Urban, seconded by Reid, to authorize the Mayor and City Clerk to execute a two-year labor agreement between the City of Portage and the Portage Police Command Officers Association (PPCOA). Upon a roll call vote, motion carried 7 to 0.

* **DECEMBER 2011 SUMMARY ENVIRONMENTAL ACTIVITY REPORT – INFORMATION ONLY:** Motion by Urban, seconded by Reid, to receive the communication from the City Manager regarding the December 2011 Summary Environmental Activity Report as information only. Upon a roll call vote, motion carried 7 to 0.

* **DEPARTMENT MONTHLY REPORTS:** Motion by Urban, seconded by Reid, to receive the Department Monthly Reports. Upon a roll call vote, motion carried 7 to 0.

COMMUNICATIONS:

PRESENTATION BY YOUTH ADVISORY COMMITTEE: At the request of Mayor Strazdas, Youth Advisory Committee (YAC) Chairperson Sujay Dewan and Vice-Chairperson Humza Mirza came forward to provide an annual report. Mr. Dewan recognized the YAC Liaison, Deputy City Clerk Adam Herringa, who was present. Mr. Dewan highlighted the YAC volunteer activities by mentioning their work with organizations in the community such as volunteering for the Adopt a Family Drive at Portage Community Center and the Sticker Shock Program for the Substance Abuse Task Force. He cited the three main events sponsored by YAC: The Portage Snow Party, the Greenathon and the Teenage Movie Night, as successful engagements in the community for Portage families and youth.

Mr. Dewan also announced a recent grant opportunity from the American Heart Association which challenges YAC to submit ideas for activities in the community to improve heart health and the awareness of heart issues. Mayor Pro Tem Reid later expressed her gratitude that YAC is considering participating in the grant opportunity and offered her assistance with this effort.

When Mayor Strazdas asked Mr. Mirza what was the number one issue in Portage at the present time, he responded that raising awareness in students about substance abuse and indicated that the events have helped them channel the information to young people with some success.

Motion by Reid, seconded by Sackley, to receive the presentation by Youth Advisory Committee Chairperson Sujay Dewan, Vice-Chairperson Humza Mirza and Secretary Sarah Perry. Upon a voice vote, motion carried 7 to 0.

PRESENTATION FROM ENVIRONMENTAL BOARD: At the request of Mayor Strazdas, Environmental Board Chairperson Ruth Caputo provided a brief summary of the progress of the Purple Loosestrife Program and indicated that for the last five (5) years, the problem had been treated with the beetle that eats Purple Loosestrife and nothing else, but the cost of the beetles has gone up significantly, so fewer were used in some places and a resurgence of the invasive species has changed the character of the Program and a more aggressive approach to the problem is necessary. She indicated that the cost of the beetles has increased since 2006, so only eleven beetle pots were released in 2011 instead of twenty in 2006. She indicated that the Board plans to maintain contact with the Kalamazoo Nature Center and Michigan State University for updates and information, and plans to apply for a grant that would assist in a more careful approach to monitoring the invasive species for a more systematic treatment of the problem. Also, the Board plans to approach the Lake Associations and get more citizen involvement, including current collaboration with the Park Board to help to generate volunteers to participate in “plant pulls” as another approach to lightly infested areas to cut, mow before the plant goes to seed. Discussion followed.

At the request of Mayor Pro Tem Reid, Ms. Caputo indicated that the cost of the plant has gone up from \$25 to \$45 since 2006. She also interjected great praise for Environmental Board Member Martin Sepanik, who has been very important to the continued success of the Program.

Councilmember Pearson referred Ms. Caputo to Gary Hahn from the Austin Lake Riparian Board as he expressed an interest in investigating the issues surrounding Purple Loosestrife as an invasive species. Discussion followed.

In response to City Clerk James Hudson, Ms. Caputo indicated that the best and last time to pull the plant before it goes to seed would be in July and August, but it is difficult to recognize, so you may have to wait to see it bloom, then dig it out. She pointed out that it is very difficult to dig, so “pull” is really not the term to use with Purple Loosestrife. In answer to Mayor Strazdas, Ms. Caputo indicated that the Board is enthusiastic with the response from the Park Board as a collaborator with the Environmental Board in an effort to protect the public land in Portage. Mayor Strazdas encouraged recruiting volunteers to help in environmental efforts. Discussion followed.

Councilmember Sackley introduced the idea of a “buying a brick” program to provide more funding for the beetles that eat Purple Loosestrife. Discussion followed regarding the quantity of beetles necessary for successful eradication. At the request of Councilmember Sackley, Ms. Caputo agreed to make an inquiry of the Environmental Board to determine if they would be interested in starting a campaign to accept donations from the public to sponsor beetle plants. Discussion followed.

Motion by Sackley, seconded by Reid, to receive the communication from Environmental Board Chairperson Ruth Caputo regarding the 2011 Purple Loosestrife Program and annual presentation. Upon a voice vote, motion carried 7 to 0.

CITY COUNCIL GUIDING PRINCIPLES: Councilmember Pearson recognized the leadership of Mayor Strazdas for introducing this item at the City Council Goal Setting Session and reviewed some of the concepts that were presented and discussed. He also indicated since not all Councilmembers were present for this segment at the City Council Goal Setting Session, it is critical that there be a roll call vote of City Council to make sure all City Councilmembers are on the same page regarding any past behaviors and to pledge future positive teamwork. He pledged his support of the principles and welcomed comments before the vote from his colleagues on City Council. Discussion followed.

Councilmember Randall expressed her support for this item and her appreciation for the efforts of Mayor Strazdas and City Manager Maurice Evans for bringing Mr. David Wheatley, who aggressively addressed the issues of City Council in this regard. She said she plans to help modify and clarify the City Council Ethics Policy as a member on the City Council Ethics/Rules/Procedures Committee which is chaired by Councilmember Urban.

Mayor Pro Tem Reid expressed her support for this item and praised David Wheatley for a fine job articulating the best practices for City Council.

Mayor Strazdas expressed his support and thanked City Council for their support of this item.

Councilmember Urban expressed support of the general principles of interactions contained in this item and Councilmember Sackley concurred.

Councilmember Campbell indicated that it was too bad that those who were not able to attend were not able to be a part of the dialogue at the City Council Goal Setting because it was very valuable, and expressed her agreement with Councilmember Pearson and her support for this item. Discussion followed.

Motion by Pearson, seconded by Reid, to commit to abide by the principles discussed at the December 9, 2011 City Council Goal Setting Session as set forth in the attached documents. Upon a voice vote, motion carried 7 to 0.

UNFINISHED BUSINESS:

* **FINAL ACTION – TRADE CENTRE WAY AND WEST FORK CROSSING RIGHT-OF-WAY VACATION:** Motion by Urban, seconded by Reid, to adopt Resolution No. 2, granting an easement to the Michigan Department of Transportation on city-owned property for the installation of storm drainage improvements. Upon a roll call vote, motion carried 7 to 0.

FEE RESOLUTION - SECONDHAND DEALER (PAWNBROKER) LICENSING/ RENEWAL: Councilmember Randall commended the City Administration for the recommendation to not charge a fee for licensing or license renewal of Secondhand Dealer/Pawnbroker businesses despite the cost involved.

Motion by Campbell, seconded by Reid, to resolve to not establish a fee for licensing or license renewal of Secondhand Dealer/Pawnbroker businesses.

Mayor Pro Tem Reid expressed her support and recognized that setting fees is not always easy and pointed out that City Council has a Subcommittee that will be looking into fees and fee structure. She expressed her concern whether it would be easier to track businesses of this type if a fee was charged, but City Manager Evans informed her that there are only ten businesses of this type in Portage, so that is not an issue.

Mayor Strazdas expressed his support and recognized the efforts of Public Safety Director Richard White for moving from a paper system to a more efficient electronic system, especially with the increase in activity in this area.

City Attorney Randy Brown asked that the Resolution be adopted, also. Motion by Campbell, seconded by Reid, to amend the motion and to adopt the Resolution for License Fee under Article 8 of Chapter 14, Businesses.

Councilmember Urban referred to the discussion at the last meeting where Public Safety Director White entertained the possibility of placing some of this information on the website and expressed his concern that it occurred to him that some people may not want the public to know that a certain item or items were taken from their house. He offered the suggestion that we obtain permission from the victim, first, and deferred to the Administration and/or the City Attorney for a response. Upon a roll call vote, motion carried 7 to 0.

* **8046 NEWELLS LANE - WOOD BURNERS - INFORMATION ONLY:** Motion by Urban, seconded by Reid, to receive the communication from the City Manager regarding 8046 Newells Lane - Wood Burners as information only. Upon a roll call vote, motion carried 7 to 0.

* **MINUTES OF BOARDS AND COMMISSIONS:** City Council received the minutes for the following boards and commissions:

Portage Historic District Commission of December 7, 2011.

Portage Zoning Board of Appeals of December 12, 2011.

Portage Environmental Board of December 14, 2011.

Portage Human Services Board of January 5, 2012.

Portage Planning Commission of January 5, 2012.

AD HOC COMMITTEE REPORT:

JOINT PORTAGE MARKETING EFFORTS: Mayor Strazdas introduced this item and asked Councilmember Pearson and Campbell to share any thoughts they may have regarding the meeting with the Portage District Library and Portage Public Schools representatives.

Councilmember Pearson expressed great enthusiasm for the collective efforts by the core team and all of the participants from the three organizations.

Councilmember Campbell expressed her excitement also and indicated it is logical that the three organizations should be doing this as a great help for all three organizations.

Mayor Strazdas reviewed the advantages to be realized by having a collaborative marketing effort among the three organizations and thanked the Committee for their support and participation.

He asked Councilmembers Pearson and Campbell to share with him in the reading of the Collaborative Marketing Effort Proclamation. Discussion followed.

Motion by Urban, seconded by Reid, to adopt the adjoining proclamation to commence the collaborative marketing effort as coordinated by the Portage District Library Board, the Portage Public Schools Board of Education and the City Council City-School Committee. Upon a roll call vote, motion carried 7 to 0. Discussion followed.

OTHER CITY MATTERS:

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Randall recognized that January 28, 2012, is the date that the last *Portage Gazette* would be published and acknowledged the many contributions of Portage Gazette Editor Tom Haroldson and the outstanding job he has done. She also announced the 26th Annual Bowl For Kids' Sake event is on Saturday, March 3rd and Sunday, March 4th at PINZ Bowling Center, 4500 Stadium Drive, Kalamazoo, (269) 375-1379. Note: Friday, February 17th is reserved for college students only and all proceeds from Bowl For Kids' Sake go to the Big Brothers Big Sisters program where children are matched with positive role models.

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City Manager Evans announced the launch of the new online Media Center on the Portage City website www.portagemi.gov which is a repository of city related news, information and communications tools designed to better connect residents with the city, and includes video archives of televised City Council, Planning Commission and Zoning Board of Appeals meetings and other community related videos on various topics such as special city programs and services, as well as easy access to the award-winning *Portager* newsletter, RSS feeds, news releases and more. Mayor Strazdas concurred.

Mayor Pro Tem Reid recruited dancers for the Public Media Network First Annual Groundhog Ball on Feb 4th from noon until midnight which will be televised.

Mayor Strazdas concurred with Councilmember Randall that *Portage Gazette* Editor Tom Haroldson has made many contributions over the years with the *Portage Gazette* and has done an outstanding job.

ADJOURNMENT: Mayor Strazdas adjourned the meeting at 8:26 p.m.

James R. Hudson, City Clerk

*Indicates items included on the Consent Agenda.

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 6, 2012

FROM: Maurice S. Evans, City Manager



SUBJECT: Accounts Payable Register

ACTION RECOMMENDED: That City Council approve the Accounts Payable Register of February 14, 2012 as presented.

Attached please find the Accounts Payable Register for the period January 15, 2012 through February 5, 2012, which is recommended for approval.

c: Daniel S. Foecking, Finance Director

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | BANK CODE | CHECK AMOUNT |
|------------|--------------|---------------------------------|----------|-----------|--------------|
| 01/20/2012 | 279369 | A S C A P | 1134 | | 320.00 |
| 01/20/2012 | 279370 | AT&T | 849 | | 3,458.42 |
| 01/20/2012 | 279371 | A-1 AMERICAN FLAGPOLES & FLAGS | 2656 | | 219.00 |
| 01/20/2012 | 279372 | A-1 SIGNS | 2873 | | 40.00 |
| 01/20/2012 | 279373 | ALL-PHASE ELECTRIC SUPPLY CO. | 108 | | 363.83 |
| 01/20/2012 | 279374 | ALLEGRA PRINT & IMAGING | 533 | | 576.75 |
| 01/20/2012 | 279375 | ANY CUTTING & WELDING | 3347 | | 1,836.00 |
| 01/20/2012 | 279376 | TODD ARBANAS ENTERPRISES INC. | 1704 | | 4,470.00 |
| 01/20/2012 | 279377 | ARROW UNIFORM RENTAL | 4058 | | 135.45 |
| 01/20/2012 | 279378 | ADP, INC. | 3305 | | 1,102.14 |
| 01/20/2012 | 279379 | B & L BOLT, INC. | 123 | | 70.00 |
| 01/20/2012 | 279380 | BANK OF NEW YORK MELLON | 3939 | | 500.00 |
| 01/20/2012 | 279381 | BCHS-HELPENET | 1732 | | 1,258.20 |
| 01/20/2012 | 279382 | BLUE CROSS/BLUE SHIELD OF MICH | 1732 | | 102,042.48 |
| 01/20/2012 | 279383 | BOOTH NEWSPAPERS INC | 642 | | 1,110.27 |
| 01/20/2012 | 279384 | BORGESS HEALTH ALLIANCE | 89 | | 406.00 |
| 01/20/2012 | 279385 | BREAD OF LIFE, LLC | 151 | | 61.99 |
| 01/20/2012 | 279386 | BRONSON METHODIST HOSPITAL | 4729 | | 300.00 |
| 01/20/2012 | 279387 | C B C INNOVIS INC | 156 | | 4.75 |
| 01/20/2012 | 279388 | C D W GOVERNMENT, INC. | 2887 | | 215.52 |
| 01/20/2012 | 279389 | CAMPBELL AUTO SUPPLY | 2690 | | 120.01 |
| 01/20/2012 | 279390 | CATHOLIC FAMILY SERVICES | 3080 | | 190.99 |
| 01/20/2012 | 279391 | CHARTER COMMUNICATIONS | 752 | | 4,554.50 |
| 01/20/2012 | 279392 | CINTAS CORP. | 3080 | | 868.19 |
| 01/20/2012 | 279393 | CITY OF KALAMAZOO (TRANS MILLA | 2206 | | 496.63 |
| 01/20/2012 | 279394 | CITY OF KALAMAZOO TREASURER | 4649 | | 30.66 |
| 01/20/2012 | 279395 | CITY OF PORTAGE | 540 | | 822.40 |
| 01/20/2012 | 279396 | CLEAN EARTH ENVIRONMENTAL SERV | 177 | | 663.70 |
| 01/20/2012 | 279397 | COCHRAN GLASS AND DOOR, LLC | 1821 | | 397.00 |
| 01/20/2012 | 279398 | COLLETTE TRAVEL SERVICE, INC | 4547 | | 900.00 |
| 01/20/2012 | 279399 | COLT DEFENSE LLC | 1935 | | 24,591.00 |
| 01/20/2012 | 279400 | CONSUMERS ENERGY | 999999 | | 43,079.34 |
| 01/20/2012 | 279401 | CONSUMERS ENERGY-BILL PMT CNT | 743 | | 28,844.68 |
| 01/20/2012 | 279402 | COOPER TECH, LLC | 189 | | 16.72 |
| 01/20/2012 | 279403 | CORELOGIC TAX SERVICE | 999999 | | 8,541.39 |
| 01/20/2012 | 279404 | CORPORATE COLORS | 193 | | 85.00 |
| 01/20/2012 | 279405 | CROSSROADS EXPERT AUTO SERVICE | 4109 | | 1,646.94 |
| 01/20/2012 | 279406 | DATA CONSTRUCTS LLC | 4741 | | 195.90 |
| 01/20/2012 | 279407 | DEVON TITLE AGENCY | 999999 | | 309.43 |
| 01/20/2012 | 279408 | ECHSELBARGER, HIMEBAUGH, TAMM & | 4664 | | 450.00 |
| 01/20/2012 | 279409 | EMERGENCY VEHICLE PRODUCTS | 2948 | | 8,704.38 |
| 01/20/2012 | 279410 | ENTERMANN-ROVIN CO. | 8 | | 182.00 |
| 01/20/2012 | 279411 | EUCEDA, JOSE MANUEL | 999999 | | 981.00 |
| 01/20/2012 | 279412 | EXTREME POWER EQUIPMENT, INC. | 4189 | | 170.95 |
| 01/20/2012 | 279413 | PARTNERSHIP FOR FAIR HOUSING | 1385 | | 1,000.00 |
| 01/20/2012 | 279414 | FAWLEY OVERHEAD DOOR, INC. | 690 | | 85.00 |
| 01/20/2012 | 279415 | FORCE AMERICA, INC. | 3927 | | 1,868.57 |
| 01/20/2012 | 279416 | FRIES, BILL | 532 | | 6.21 |
| 01/20/2012 | 279417 | GONGWER NEWS SERVICE | 4365 | | 2,100.00 |
| 01/20/2012 | 279418 | GORDON FOOD SERVICE | 502 | | 89.74 |
| 01/20/2012 | 279419 | GORDON WATER SYSTEMS | 517 | | 167.75 |

FROM 01/15/2012 TO 02/05/2012

BANK CODE

ALL

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | BANK CODE | CHECK AMOUNT |
|------------|--------------|--------------------------------|----------|-----------|--------------|
| 01/20/2012 | 279420 | GORNO FORD | 2967 | | 161,658.00 |
| 01/20/2012 | 279421 | GOVERNMENT FINANCE OFFICERS AS | 41 | | 1,200.00 |
| 01/20/2012 | 279422 | GRAND ELK RAILROAD | 4502 | | 197.42 |
| 01/20/2012 | 279423 | GREAT BLACK SPEAKERS LLC | 999999 | | 3,000.00 |
| 01/20/2012 | 279424 | GRIFFIN PEST CONTROL, INC. | 598 | | 75.00 |
| 01/20/2012 | 279425 | GVM ENTERPRISES, LLC | 999999 | | 11,902.59 |
| 01/20/2012 | 279426 | B L HARROUN & SON INC. | 124 | | 231.60 |
| 01/20/2012 | 279427 | HOLIDAY INN - BIG RAPIDS | 999999 | | 300.00 |
| 01/20/2012 | 279428 | HOME DEPOT | 691 | | 1,379.44 |
| 01/20/2012 | 279429 | HOUSING RESOURCES, INC. | 750 | | 9,752.00 |
| 01/20/2012 | 279430 | IERVOLINA, SUSAN | 2074 | | 126.00 |
| 01/20/2012 | 279431 | INTERSECT TECHNOLOGIES | 379 | | 469.00 |
| 01/20/2012 | 279432 | IVETEK LLC | 3901 | | 1,660.00 |
| 01/20/2012 | 279433 | KALAMAZOO COUNTY TREASURER | 514 | | 182.00 |
| 01/20/2012 | 279434 | KALAMAZOO COUNTY TREASURER | 999999 | | 75.00 |
| 01/20/2012 | 279435 | KEATON, MICHAEL | 999999 | | 225.00 |
| 01/20/2012 | 279436 | KENT COUNTY DPW | 2663 | | 67.50 |
| 01/20/2012 | 279437 | KLOSTERMAN DISTRIBUTING | 3805 | | 645.39 |
| 01/20/2012 | 279438 | KUIPER BROTHERS MOVING INC. | 1066 | | 435.52 |
| 01/20/2012 | 279439 | KZOO TIRE COMPANY | 564 | | 982.50 |
| 01/20/2012 | 279440 | LAWSON PRODUCTS, INC | 240 | | 102.12 |
| 01/20/2012 | 279441 | LOWE'S HOME CENTER | 2630 | | 105.90 |
| 01/20/2012 | 279442 | MAYHEW, BRYAN | 532 | | 285.00 |
| 01/20/2012 | 279443 | MAZUREK, WESLEY | 532 | | 13.32 |
| 01/20/2012 | 279444 | MCDONALD'S TOWING & RESCUE, IN | 728 | | 25.00 |
| 01/20/2012 | 279445 | MCNALLY ELEVATOR CO. | 256 | | 95.82 |
| 01/20/2012 | 279446 | MEJEUR ELECTRIC LLC | 4724 | | 682.00 |
| 01/20/2012 | 279447 | MI MUNICIPAL TREASURERS ASSOC | 999999 | | 50.00 |
| 01/20/2012 | 279448 | MICHIGAN ASSOCIATION OF FIRE C | 3204 | | 85.00 |
| 01/20/2012 | 279449 | MICHIGAN KAL ELECTRONICS, INC. | 264 | | 838.91 |
| 01/20/2012 | 279450 | MICHIGAN POLICE EQUIPMENT CO. | 266 | | 170.00 |
| 01/20/2012 | 279451 | MICHIGAN TAX TRIBUNAL | 269 | | 1,825.00 |
| 01/20/2012 | 279452 | MIDWEST COMMUNICATION SERVICES | 999999 | | 50.00 |
| 01/20/2012 | 279453 | MML UNEMPLOYMENT FUND | 4613 | | 100.00 |
| 01/20/2012 | 279454 | MOSES FIRE EQUIPMENT, INC. | 4476 | | 1,212.46 |
| 01/20/2012 | 279455 | MTA | 993 | | 766.00 |
| 01/20/2012 | 279456 | MULDERS LANDSCAPE SUPPLIES INC | 999999 | | 763.20 |
| 01/20/2012 | 279457 | NATIONAL IMPRINT CORP. | 286 | | 83.75 |
| 01/20/2012 | 279458 | NATIONAL RECREATION & PARK AS. | 978 | | 205.87 |
| 01/20/2012 | 279459 | NEOPOST | 919 | | 55.00 |
| 01/20/2012 | 279460 | A NEW LEAF | 1208 | | 457.35 |
| 01/20/2012 | 279461 | NYE UNIFORMS | 635 | | 85.00 |
| 01/20/2012 | 279462 | OFFICE DEPOT, INC. | 299 | | 523.76 |
| 01/20/2012 | 279463 | OFFICEMAX INCORPORATED | 1721 | | 915.22 |
| 01/20/2012 | 279464 | ONE WAY PRODUCTS | 301 | | 45.29 |
| 01/20/2012 | 279465 | PANCHERO'S MEXICAN GRILL | 440 | | 237.60 |
| 01/20/2012 | 279466 | PETTY CASH-PARKS | 999999 | | 321.60 |
| 01/20/2012 | 279467 | PETTY CASH-POLICE DEPT. | 536 | | 266.08 |
| 01/20/2012 | 279468 | POLDERMAN'S FLOWER SHOP | 890 | | 313.99 |
| 01/20/2012 | 279469 | THE POSTMAN | 4157 | | 83.90 |
| 01/20/2012 | 279470 | | 2633 | | 1,106.00 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | CHECK AMOUNT |
|------------|--------------|---------------------------------|----------|--------------|
| 01/20/2012 | 279472 | PRIORITY HEALTH | 4254 | 23,218.20 |
| 01/20/2012 | 279473 | PROTECTION TECHNOLOGIES, INC. | 2311 | 300.00 |
| 01/20/2012 | 279474 | QUINN, MICHAEL | 532 | 6.66 |
| 01/20/2012 | 279475 | RAVHCO SAFETY SUPPLY, INC. | 327 | 1,299.63 |
| 01/20/2012 | 279476 | REDMOND ENGINEERING AND DESIGN | 4748 | 1,000.00 |
| 01/20/2012 | 279477 | REMINGTON CONSTRUCTION CO. INC | 3839 | 1,500.00 |
| 01/20/2012 | 279478 | RENEWED EARTH, INC. | 4686 | 9,916.66 |
| 01/20/2012 | 279479 | REPUBLIC SERVICES OF WEST MICH | 4443 | 42,145.05 |
| 01/20/2012 | 279480 | RIDGE AUTO NAPA | 438 | 1,964.38 |
| 01/20/2012 | 279481 | RLETH-RILEY CONSTRUCTION CO., | 4386 | 212.15 |
| 01/20/2012 | 279482 | ROFO-ROOTER SEWER & DRAIN SERV | 345 | 366.00 |
| 01/20/2012 | 279483 | SEVERANCE ELECTRIC COMPANY, INC | 353 | 16,032.49 |
| 01/20/2012 | 279484 | SHERWIN WILLIAMS | 356 | 308.86 |
| 01/20/2012 | 279485 | SIMMONS FORD | 2084 | 33.96 |
| 01/20/2012 | 279486 | SIMON, MICHAEL | 532 | 8.88 |
| 01/20/2012 | 279487 | SNELLING PERSONNEL SERVICES | 2107 | 436.55 |
| 01/20/2012 | 279488 | STATE INDUSTRIAL PRODUCTS CORP | 2010 | 710.00 |
| 01/20/2012 | 279489 | STATE OF MICH - STATE POLICE | 367 | 30.00 |
| 01/20/2012 | 279490 | STATE OF MICHIGAN (MGT & BUDGE | 2498 | 500.00 |
| 01/20/2012 | 279491 | STATE OF MICHIGAN (TREASURY) | 722 | 14,362.02 |
| 01/20/2012 | 279492 | STATE SYSTEMS RADIO, INC | 369 | 1,727.35 |
| 01/20/2012 | 279493 | T D S METROCOM, LLC | 4539 | 3,110.46 |
| 01/20/2012 | 279494 | T-MOBILE USA INC | 3665 | 29.99 |
| 01/20/2012 | 279495 | THOMPSON PUBLISHING GROUP | 385 | 438.50 |
| 01/20/2012 | 279496 | JOHANNA THOMPSON | 4682 | 972.68 |
| 01/20/2012 | 279497 | TOO CLEAN JANITORIAL | 2220 | 140.00 |
| 01/20/2012 | 279498 | TOY BOX STORAGE | 3208 | 1,238.08 |
| 01/20/2012 | 279499 | TRACTOR SUPPLY CORP. | 2817 | 84.27 |
| 01/20/2012 | 279502 | U S BANK | 3497 | 6,312.50 |
| 01/20/2012 | 279503 | UNITED PARCEL SERVICE | 545 | 24.00 |
| 01/20/2012 | 279504 | VANDENBRINK, BRIAN | 532 | 250.00 |
| 01/20/2012 | 279505 | WASHCO, LLC | 1104 | 690.00 |
| 01/20/2012 | 279506 | WEST MICHIGAN STAMP & SEAL, INC | 415 | 112.90 |
| 01/20/2012 | 279507 | WESTERN MICH ASSOC OF FIRE CHI | 1212 | 35.00 |
| 01/20/2012 | 279508 | WIGHTMAN JONES, INC. | 3785 | 2,621.25 |
| 01/20/2012 | 279509 | WINDER POLICE EQUIPMENT, INC. | 429 | 282.31 |
| 01/20/2012 | 279510 | WINGFOOT COMMERCIAL TIRE | 2613 | 1,730.90 |
| 01/20/2012 | 279511 | WOLVERINE LAWN SERVICE, INC. | 1089 | 255.00 |
| 01/20/2012 | 279512 | XEROX CORPORATION | 2684 | 975.27 |
| 01/20/2012 | 279513 | Y W C A, INC | 751 | 4,702.50 |
| 01/20/2012 | 279514 | ZESIGER, JOHN | 532 | 285.00 |
| 01/20/2012 | 279515 | 54A DISTRICT COURT | 999999 | 200.00 |
| 01/20/2012 | 279516 | 56B DISTRICT COURT | 999999 | 154.00 |
| 01/25/2012 | 279517 | GREATER KALAMAZOO FOP LODGE 98 | 623 | 549.20 |
| 01/25/2012 | 279518 | GREATER KALAMAZOO FOP LODGE 98 | 623 | 2,691.08 |
| 01/25/2012 | 279519 | GREATER KALAMAZOO UNITED WAY | 628 | 1,131.50 |
| 01/25/2012 | 279520 | PORTAGE FIREFIGHTERS | 625 | 1,414.60 |
| 01/25/2012 | 279521 | PORTAGE ON-CALL FIREFIGHTERS | 504 | 350.00 |
| 01/25/2012 | 279522 | PORTAGE POLICE OFFICERS ASSOC | 624 | 1,606.22 |
| 01/25/2012 | 279523 | U A W, LOCAL 2290 | 1862 | 482.24 |
| 02/03/2012 | 279524 | A I S CONSTRUCTION EQUIP. CO. | 640 | 3,737.25 |

CHECK DATE CHECK NUMBER VENDOR NAME VENDOR # CHECK AMOUNT

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | CHECK AMOUNT |
|------------|--------------|--------------------------------|----------|--------------|
| 02/03/2012 | 279525 | AT&T | 849 | 1,627.16 |
| 02/03/2012 | 279526 | AT&T | 849 | 49.50 |
| 02/03/2012 | 279527 | A T & T LONG DISTANCE | 4060 | 13.66 |
| 02/03/2012 | 279528 | AIR GAS GREAT LAKES | 977 | 839.70 |
| 02/03/2012 | 279529 | ALLEGRA PRINT & IMAGING | 533 | 155.66 |
| 02/03/2012 | 279530 | AMERICAN HOIST AIR & LUBE EQUI | 3663 | 495.00 |
| 02/03/2012 | 279531 | AMERICAN PUBLIC WORKS ASSOC | 716 | 738.00 |
| 02/03/2012 | 279532 | AMERICAN VILLAGE BUILDERS | 999999 | 2,097.00 |
| 02/03/2012 | 279533 | AMERICAN WATER WORKS ASSOC. | 773 | 255.00 |
| 02/03/2012 | 279534 | ANY CUTTING & WELDING | 3347 | 2,247.00 |
| 02/03/2012 | 279535 | APOLLO FIRE EQUIPMENT COMPANY | 1253 | 291.68 |
| 02/03/2012 | 279536 | TODD ARBANAS ENTERPRISES INC. | 1704 | 375.00 |
| 02/03/2012 | 279537 | ARMENIS, MARY | 999999 | 70.00 |
| 02/03/2012 | 279538 | ADP, INC. | 3305 | 908.21 |
| 02/03/2012 | 279539 | AUTOMATION DESIGN & ENTERTAINM | 2906 | 1,053.48 |
| 02/03/2012 | 279540 | AVA Awards | 999999 | 195.00 |
| 02/03/2012 | 279541 | BAKER, TRACY & FRASER | 999999 | 362.50 |
| 02/03/2012 | 279542 | BEVAN, KAY | 999999 | 65.00 |
| 02/03/2012 | 279543 | BILL'S LOCK SHOP, INC. | 146 | 9.00 |
| 02/03/2012 | 279544 | BOVEN, TERRIE A. OR SCOTT | 999999 | 25.13 |
| 02/03/2012 | 279545 | BROWNELL'S INCORPORATED | 2677 | 12.49 |
| 02/03/2012 | 279546 | BURKE, MADISON | 999999 | 31.50 |
| 02/03/2012 | 279547 | BYHOLT INC. | 68 | 1,033.16 |
| 02/03/2012 | 279548 | C A L E A | 1080 | 610.00 |
| 02/03/2012 | 279549 | CAMPBELL AUTO SUPPLY | 437 | 25.82 |
| 02/03/2012 | 279550 | CASPER, KATHLEEN | 999999 | 134.90 |
| 02/03/2012 | 279551 | CHARTER COMMUNICATIONS | 3080 | 66.17 |
| 02/03/2012 | 279552 | CINTAS CORP. | 2206 | 419.99 |
| 02/03/2012 | 279553 | CITY OF KALAMAZOO (TRANS MILLA | 4649 | 579.76 |
| 02/03/2012 | 279554 | CITY OF KALAMAZOO TREASURER | 540 | 184,985.17 |
| 02/03/2012 | 279555 | CITY OF PORTAGE | 177 | 1,162.39 |
| 02/03/2012 | 279556 | CONSUMERS CREDIT UNION | 999999 | 495.94 |
| 02/03/2012 | 279558 | CONSUMERS ENERGY-BILL PMT CNT | 189 | 58,699.82 |
| 02/03/2012 | 279559 | CONTENTWISE | 999999 | 165.00 |
| 02/03/2012 | 279560 | CROSSROADS CAR WASH | 195 | 71.00 |
| 02/03/2012 | 279561 | CROSSROADS EXPERT AUTO SERVICE | 4109 | 1,010.49 |
| 02/03/2012 | 279562 | DATA CONSTRUCTS LLC | 4741 | 170.00 |
| 02/03/2012 | 279563 | DENOOPER BROTHERS, INC. | 210 | 150.40 |
| 02/03/2012 | 279564 | DEPATIE FLUID POWER CO., INC. | 211 | 3,133.30 |
| 02/03/2012 | 279565 | DEZURIK, INC. | 4751 | 1,020.00 |
| 02/03/2012 | 279566 | DRISENGA & ASSOCIATES, INC. | 3277 | 2,574.95 |
| 02/03/2012 | 279567 | EMERGENCY VEHICLE PRODUCTS | 2948 | 8,015.49 |
| 02/03/2012 | 279568 | FARM N GARDEN | 833 | 287.25 |
| 02/03/2012 | 279569 | FAWLEY OVERHEAD DOOR, INC. | 690 | 18,200.00 |
| 02/03/2012 | 279570 | FLETCHER ENTERPRISES | 1399 | 150.00 |
| 02/03/2012 | 279571 | FORCE AMERICA, INC. | 3927 | 1,654.54 |
| 02/03/2012 | 279572 | D L GALLIVAN INC. | 203 | 44.00 |
| 02/03/2012 | 279573 | GANNETT MICHIGAN NEWSPAPERS | 4508 | 125.00 |
| 02/03/2012 | 279574 | GOLDEN, ALICE | 999999 | 65.00 |
| 02/03/2012 | 279575 | GORDON FOOD SERVICE | 502 | 30.15 |
| 02/03/2012 | 279576 | GORDON WATER SYSTEMS | 517 | 55.50 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | CHECK AMOUNT |
|------------|--------------|--------------------------------|----------|--------------|
| 02/03/2012 | 279577 | GORNO FORD | 2967 | 22,820.00 |
| 02/03/2012 | 279578 | GRAHAM, JUDY | 532 | 25.00 |
| 02/03/2012 | 279579 | GRIFFIN PEST CONTROL, INC. | 598 | 90.00 |
| 02/03/2012 | 279580 | HOCKEY SERVICES | 2898 | 542.00 |
| 02/03/2012 | 279581 | HOME DEPOT | 691 | 335.44 |
| 02/03/2012 | 279582 | I. A. C. P. | 999999 | 120.00 |
| 02/03/2012 | 279583 | IERVOLINA, SUSAN | 2074 | 168.00 |
| 02/03/2012 | 279584 | INDIANA WIPING CLOTH, INC. | 61 | 793.00 |
| 02/03/2012 | 279585 | INT'L INSTITUTE MUNI. CLERKS | 982 | 250.00 |
| 02/03/2012 | 279586 | INTERNATIONAL RIGHT OF WAY | 999999 | 220.00 |
| 02/03/2012 | 279587 | IRWIN, SARA | 999999 | 31.50 |
| 02/03/2012 | 279588 | JOHNSON, SHANNON | 999999 | 44.00 |
| 02/03/2012 | 279589 | JONS TO GO PORTABLE RESTROOM | 3201 | 431.25 |
| 02/03/2012 | 279590 | KALAMAZOO CITY TREASURER | 80 | 5,000.00 |
| 02/03/2012 | 279591 | KALAMAZOO CO HAZ-MAT TEAM | 999999 | 600.00 |
| 02/03/2012 | 279592 | KALAMAZOO COUNTY HEALTH & COMM | 84 | 3,455.74 |
| 02/03/2012 | 279593 | KALAMAZOO COUNTY TREASURER | 1117 | 250.75 |
| 02/03/2012 | 279594 | KALAMAZOO GAZETTE | 4756 | 46.81 |
| 02/03/2012 | 279595 | KALAMAZOO SPORTSWEAR | 229 | 247.80 |
| 02/03/2012 | 279596 | KELLOGG HOTEL & CONFERENCE CTR | 999999 | 340.00 |
| 02/03/2012 | 279597 | KELLY RADIATOR & AUTO REPAIR | 4591 | 144.32 |
| 02/03/2012 | 279598 | KENDALL AUTO REPAIR, INC. | 4160 | 151.65 |
| 02/03/2012 | 279599 | KLOSTERMAN DISTRIBUTING | 3805 | 124.45 |
| 02/03/2012 | 279600 | KUO, MING | 999999 | 339.38 |
| 02/03/2012 | 279601 | KZOO TIRE COMPANY | 564 | 348.00 |
| 02/03/2012 | 279602 | LAMBE, CAM | 999999 | 65.00 |
| 02/03/2012 | 279603 | LAWSON PRODUCTS, INC | 240 | 4,930.32 |
| 02/03/2012 | 279604 | LEMMEN OIL CO. | 2595 | 19,344.27 |
| 02/03/2012 | 279605 | LOWE'S HOME CENTER | 2630 | 985.71 |
| 02/03/2012 | 279606 | LSI TITLE AGENCY INC | 999999 | 24.87 |
| 02/03/2012 | 279607 | M & K QUALITY TRUCK SALES | 2741 | 14.15 |
| 02/03/2012 | 279608 | MALZ, DIANE | 532 | 25.00 |
| 02/03/2012 | 279609 | MCDONALD'S TOWING & RESCUE, IN | 728 | 185.00 |
| 02/03/2012 | 279610 | MEJEUR ELECTRIC LLC | 4724 | 702.00 |
| 02/03/2012 | 279611 | MENARDS, INC | 258 | 432.14 |
| 02/03/2012 | 279612 | MI GOVT FINANCE OFFICERS ASSOC | 2134 | 99.00 |
| 02/03/2012 | 279613 | STATE OF MICHIGAN (MGT & BUDGE | 2498 | 230.00 |
| 02/03/2012 | 279614 | MICHIGAN ASSOC OF MUNICIPAL CL | 4757 | 100.00 |
| 02/03/2012 | 279615 | MICHIGAN LOCAL GOVERNMENT MGT | 943 | 110.00 |
| 02/03/2012 | 279616 | MICHIGAN MUNICIPAL LEAGUE | 4515 | 8,329.00 |
| 02/03/2012 | 279617 | MICHIGAN STATE POLICE | 999999 | 40.00 |
| 02/03/2012 | 279618 | MIDWEST ENERGY COOPERATIVE | 2030 | 234.20 |
| 02/03/2012 | 279619 | MILLER, CANFIELD, PADDOCK & ST | 528 | 300.00 |
| 02/03/2012 | 279620 | MILLS, DANIEL | 532 | 449.88 |
| 02/03/2012 | 279621 | MMRAO | 999999 | 60.00 |
| 02/03/2012 | 279622 | T MORGAN INC. | 376 | 1,423.00 |
| 02/03/2012 | 279623 | MULDERS LANDSCAPE SUPPLIES INC | 286 | 16,832.00 |
| 02/03/2012 | 279624 | MULLIN, STEVEN M & EMILY M | 999999 | 200.00 |
| 02/03/2012 | 279625 | MYERS, SHARON | 532 | 25.00 |
| 02/03/2012 | 279626 | NELSON'S HARDWARE | 1566 | 80.49 |
| 02/03/2012 | 279627 | NEW FRESH CLEANING SERVICE | 4351 | 5,134.00 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | CHECK AMOUNT |
|------------|--------------|--------------------------------|----------|--------------|
| 02/03/2012 | 279630 | NEXTEL | 1709 | 1,720.76 |
| 02/03/2012 | 279631 | NYE UNIFORMS | 299 | 345.43 |
| 02/03/2012 | 279632 | OFFICE DEPOT, INC. | 1721 | 637.97 |
| 02/03/2012 | 279633 | OFFICEMAX INCORPORATED | 301 | 137.40 |
| 02/03/2012 | 279634 | ONE WAY PRODUCTS | 440 | 313.11 |
| 02/03/2012 | 279635 | P C MALL GOV. INC. | 3945 | 47.99 |
| 02/03/2012 | 279636 | PARIS CLEANERS | 1794 | 1,016.05 |
| 02/03/2012 | 279637 | PETTY CASH-CITY HALL | 767 | 87.28 |
| 02/03/2012 | 279638 | PETTY CASH-CITY MANAGER | 805 | 178.86 |
| 02/03/2012 | 279639 | PETTY CASH-DPS | 538 | 291.47 |
| 02/03/2012 | 279640 | PETTY CASH-PARKS | 536 | 555.16 |
| 02/03/2012 | 279641 | PETTY CASH-POLICE DEPT. | 890 | 316.39 |
| 02/03/2012 | 279642 | PHILLIPS, GLEN AND CONNIE | 999999 | 130.00 |
| 02/03/2012 | 279643 | PROTECTION TECHNOLOGIES, INC. | 999999 | 1,950.00 |
| 02/03/2012 | 279644 | QUADRANT II MARKETING, LLC | 2311 | 2,390.42 |
| 02/03/2012 | 279645 | RATHCO SAFETY SUPPLY, INC. | 3139 | 331.00 |
| 02/03/2012 | 279646 | RELIABLE MANAGEMENT SYSTEMS, I | 4354 | 62.04 |
| 02/03/2012 | 279647 | REMAX ADVANTAGE-WESTNEDGE | 999999 | 795.00 |
| 02/03/2012 | 279648 | RENAISSANCE RIVERVIEW | 999999 | 1,295.04 |
| 02/03/2012 | 279649 | REPUBLIC SERVICES OF WEST MICH | 4443 | 416.65 |
| 02/03/2012 | 279650 | RHINO PRODUCTS, INC. | 736 | 1,992.78 |
| 02/03/2012 | 279651 | RIDGE AUTO NAPA | 438 | 44.00 |
| 02/03/2012 | 279652 | ROODE, LOWELL | 999999 | 26.16 |
| 02/03/2012 | 279653 | RUIWELDE, EMILY | 532 | 71.00 |
| 02/03/2012 | 279654 | SANDERSON DEHAAN IRRIGATION | 2469 | 789.29 |
| 02/03/2012 | 279655 | SAWYER, W ALAN & NANCY M | 999999 | 100.00 |
| 02/03/2012 | 279656 | SCHURING JR CO, JOHN | 789 | 250.20 |
| 02/03/2012 | 279657 | SHERWIN WILLIAMS | 356 | 335.00 |
| 02/03/2012 | 279658 | SIGNWRITER & SERIGRAPHICS | 2376 | 621.24 |
| 02/03/2012 | 279659 | SPELLING PERSONNEL SERVICES | 2107 | 114.00 |
| 02/03/2012 | 279660 | SPARKS, CAROLE | 999999 | 1,480.35 |
| 02/03/2012 | 279661 | SPRINT | 3721 | 69.00 |
| 02/03/2012 | 279662 | STANLEY STEEMER GREAT LAKES LL | 2920 | 311.78 |
| 02/03/2012 | 279663 | STAR GLASS | 2043 | 40.00 |
| 02/03/2012 | 279664 | STATE OF MICH - STATE POLICE | 367 | 360.00 |
| 02/03/2012 | 279665 | STATE OF MICHIGAN (DRPT LABOR) | 878 | 62.80 |
| 02/03/2012 | 279666 | STATE OF MICHIGAN (DOT) | 368 | 100.00 |
| 02/03/2012 | 279667 | STATE SYSTEMS RADIO, INC | 369 | 886.00 |
| 02/03/2012 | 279668 | STEENSGA LAWN & POWER EQUIPMEN | 3222 | 70.00 |
| 02/03/2012 | 279669 | SWENSON, HULDA | 999999 | 3,345.00 |
| 02/03/2012 | 279670 | TECHNOLOGY SOLUTIONS | 4612 | 688.09 |
| 02/03/2012 | 279671 | TERMINAL SUPPLY CO. | 380 | 91.25 |
| 02/03/2012 | 279672 | JOHANNA THOMPSON | 4682 | 324.00 |
| 02/03/2012 | 279673 | TRACKING PRODUCTS, INC. | 4251 | 382.63 |
| 02/03/2012 | 279674 | TRACTOR SUPPLY CORP. | 2817 | 54.61 |
| 02/03/2012 | 279675 | UNITED PARCEL SERVICE | 545 | 40.00 |
| 02/03/2012 | 279676 | URBAN LAND INSTITUTE MICHIGAN | 999999 | 25.00 |
| 02/03/2012 | 279677 | VANDENBRINK, BRIAN | 532 | 44.00 |
| 02/03/2012 | 279678 | VANDERVEEN, ALBERT | 999999 | 28.80 |
| 02/03/2012 | 279679 | VANGUARD FIRE & SUPPLY CO., IN | 3996 | 13,120.14 |
| 02/03/2012 | 279680 | WALGREEN COMPANY AND HONIGMAN | 999999 | |

PREPARED 02/03/2012, 16:58:36
 PROGRAM: GM350L
 CITY OF PORTAGE

A/P CHECKS BY PERIOD AND YEAR
 FROM 01/15/2012 TO 02/05/2012

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | BANK CODE | CHECK AMOUNT |
|------------|--------------|---------------------------------|----------|-----------|--------------|
| 02/03/2012 | 279681 | WALGREEN COMPANY AND HONIGMAN | 999999 | | 15,879.06 |
| 02/03/2012 | 279682 | WAURIO, RAY | 532 | | 25.00 |
| 02/03/2012 | 279683 | WEST MICHIGAN STAMP & SEAL, INC | 415 | | 114.00 |
| 02/03/2012 | 279684 | WIGHTMAN ENVIRONMENTAL INC | 4524 | | 2,000.00 |
| 02/03/2012 | 279685 | WINDEMULLER ELECTRIC, INC. | 3061 | | 3,643.96 |
| 02/03/2012 | 279686 | WINDER POLICE EQUIPMENT, INC. | 429 | | 192.99 |
| 02/03/2012 | 279687 | WINGFOOT COMMERCIAL TIRE | 2613 | | 2,402.28 |
| 02/03/2012 | 279688 | WOLVERINE LAWN SERVICE, INC. | 1089 | | 143.00 |
| 02/03/2012 | 279689 | WONDERWARE NORTH (Q-MATION) | 4629 | | 6.42 |

DATE RANGE TOTAL * 1,068,387.43 *

| PAYMENT NO | VENDOR NO | VENDOR NAME | TRANSFER DATE | AMOUNT | TRACE NUMBER | EFT BATCH | BANK CODE |
|------------|-----------|-------------------------------------|---------------|------------|-----------------|-----------|-----------|
| 839 | | ADAMS REMCO, INC. | 02/03/2012 | 878.40 | 072000320000001 | 0000002 | 00 |
| 840 | | ALRO STEEL CORPORATION | 02/03/2012 | 367.78 | 072000320000002 | 0000002 | 00 |
| 809 | | AMERICAN SAFETY & FIRST AID | 01/20/2012 | 178.09 | 072000320000001 | 0000001 | 00 |
| 810 | | ANIMAL REMOVAL SERVICE, LLC | 01/20/2012 | 740.00 | 072000320000002 | 0000001 | 00 |
| 841 | | ANIMAL REMOVAL SERVICE, LLC | 02/03/2012 | 525.00 | 072000320000003 | 0000002 | 00 |
| 811 | | B & B YARDSCAPE | 01/20/2012 | 12,360.00 | 072000320000003 | 0000001 | 00 |
| 842 | | B & B YARDSCAPE | 02/03/2012 | 12,610.00 | 072000320000004 | 0000002 | 00 |
| 812 | | BATTERIES PLUS | 01/20/2012 | 97.14 | 072000320000004 | 0000001 | 00 |
| 838 | | BLUE CARE NETWORK-GREAT LAKES | 02/01/2012 | 61,729.43 | 072000320000001 | 0000001 | 00 |
| 813 | | BRENNER OIL CO. | 01/20/2012 | 10,295.27 | 072000320000005 | 0000001 | 00 |
| 814 | | C M P DISTRIBUTORS, INC. | 01/20/2012 | 1,073.50 | 072000320000006 | 0000001 | 00 |
| 843 | | C M P DISTRIBUTORS, INC. | 02/03/2012 | 1,601.50 | 072000320000007 | 0000002 | 00 |
| 815 | | CONTINENTAL LINEN SUPPLY CO. | 01/20/2012 | 10.72 | 072000320000007 | 0000001 | 00 |
| 844 | | CONTINENTAL LINEN SUPPLY CO. | 02/03/2012 | 16.58 | 072000320000006 | 0000002 | 00 |
| 816 | | CROWN TROPHY | 01/20/2012 | 65.00 | 072000320000008 | 0000001 | 00 |
| 845 | | DELTA DENTAL PLAN OF MI | 02/03/2012 | 22,022.36 | 072000320000007 | 0000002 | 00 |
| 817 | | EMPLOYMENT GROUP, INC. | 01/20/2012 | 1,310.40 | 072000320000009 | 0000001 | 00 |
| 846 | | EMPLOYMENT GROUP, INC. | 02/03/2012 | 1,883.76 | 072000320000008 | 0000002 | 00 |
| 818 | | ENGINEERED PROTECTION SYSTEMS, INC. | 01/20/2012 | 278.25 | 072000320000011 | 0000001 | 00 |
| 819 | | GRAINGER INC, W W | 01/20/2012 | 628.29 | 072000320000010 | 0000001 | 00 |
| 847 | | GRAINGER INC, W W | 02/03/2012 | 924.72 | 072000320000009 | 0000002 | 00 |
| 820 | | GREENPLUS LANDSCAPING | 01/20/2012 | 1,143.70 | 072000320000012 | 0000001 | 00 |
| 821 | | HARTFORD LIFE INSURANCE COMPANY | 01/20/2012 | 7,869.16 | 072000320000013 | 0000001 | 00 |
| 822 | | HI-TECH ELECTRIC CO. | 01/20/2012 | 1,114.14 | 072000320000014 | 0000001 | 00 |
| 848 | | HI-TECH ELECTRIC CO. | 02/03/2012 | 3,178.21 | 072000320000010 | 0000002 | 00 |
| 823 | | INDUSCO SUPPLY CO., INC. | 01/20/2012 | 284.44 | 072000320000015 | 0000001 | 00 |
| 849 | | INDUSCO SUPPLY CO., INC. | 02/03/2012 | 124.99 | 072000320000011 | 0000002 | 00 |
| 850 | | J B PRINTING COMPANY | 02/03/2012 | 3,035.00 | 072000320000012 | 0000002 | 00 |
| 851 | | KEHOE, EDWARD J | 02/03/2012 | 560.00 | 072000320000013 | 0000002 | 00 |
| 824 | | KNAPP ENERGY, INC. | 01/20/2012 | 17,537.53 | 072000320000016 | 0000001 | 00 |
| 852 | | KNAPP ENERGY, INC. | 02/03/2012 | 9,981.94 | 072000320000014 | 0000002 | 00 |
| 825 | | KUIPER BUILDING SERVICES LLC | 01/20/2012 | 1,200.00 | 072000320000017 | 0000001 | 00 |
| 826 | | KUSHNER & COMPANY, INC. | 01/20/2012 | 326.02 | 072000320000018 | 0000001 | 00 |
| 827 | | LIBRA INDUSTRIES, INC. OF MICHIGAN | 01/20/2012 | 1,524.00 | 072000320000019 | 0000001 | 00 |
| 828 | | MATER HOME IMPROVEMENT LTD | 01/20/2012 | 789.44 | 072000320000020 | 0000001 | 00 |
| 829 | | MCCARTHY SMITH LAW GROUP, PLC | 01/20/2012 | 3,422.70 | 072000320000021 | 0000001 | 00 |
| 853 | | MICROSYSTEMS, INC. | 02/03/2012 | 87.60 | 072000320000015 | 0000002 | 00 |
| 830 | | PACIFIC TELEMGT SERVS, JAROTH INC | 01/20/2012 | 303.00 | 072000320000022 | 0000001 | 00 |
| 831 | | PLEUNE SERVICE COMPANY | 01/20/2012 | 9,762.00 | 072000320000023 | 0000001 | 00 |
| 832 | | PRECISION PRINTER SERVICES INC | 01/20/2012 | 1,111.20 | 072000320000024 | 0000001 | 00 |
| 854 | | PRECISION PRINTER SERVICES INC | 02/03/2012 | 1,066.33 | 072000320000016 | 0000002 | 00 |
| 833 | | PREIN & NEWHOF | 01/20/2012 | 27,075.30 | 072000320000025 | 0000001 | 00 |
| 855 | | PREIN & NEWHOF | 02/03/2012 | 3,900.00 | 072000320000017 | 0000002 | 00 |
| 856 | | QUALITY AIR HEATING & COOLING, INC. | 02/03/2012 | 832.33 | 072000320000018 | 0000002 | 00 |
| 857 | | ROAD EQUIPMENT PARTS CENTER | 02/03/2012 | 1,764.77 | 072000320000019 | 0000002 | 00 |
| 834 | | SAFETY SERVICES, INCORPORATED | 01/20/2012 | 170.70 | 072000320000026 | 0000001 | 00 |
| 858 | | SAFETY SERVICES, INCORPORATED | 02/03/2012 | 928.37 | 072000320000020 | 0000002 | 00 |
| 835 | | SARCOM, INC | 01/20/2012 | 39,080.44 | 072000320000027 | 0000001 | 00 |
| 859 | | SNELL, DEBRA | 02/03/2012 | 172.00 | 072000320000021 | 0000002 | 00 |
| 860 | | THOMPSON, HELENE | 02/03/2012 | 114.00 | 072000320000022 | 0000002 | 00 |
| 836 | | UNITED WATER ENVIRONMENTAL SERVICES | 01/20/2012 | 168,450.40 | 072000320000028 | 0000001 | 00 |
| 837 | | VISION SERVICE PLAN INSURANCE CO | 01/20/2012 | 2,110.56 | 072000320000029 | 0000001 | 00 |

PREPARED 02/03/2012,17:01:30
PROGRAM: GM176L
CITY OF PORTAGE

ELECTRONIC FUNDS TRANSFER REGISTER
FROM: 01/15/2012 TO: 02/05/2012

PAGE 2
ACCOUNTING PERIOD 01/2012

| PAYMENT NO | VENDOR NO | VENDOR NAME | TRANSFER DATE | AMOUNT | TRACE NUMBER | EFT BATCH | BANK CODE |
|---------------|--------------|----------------|------------------|--------|-----------------|--------------|--------------|
|---------------|--------------|----------------|------------------|--------|-----------------|--------------|--------------|

GRAND TOTAL: 438,616.46 NO. OF CHECKS: 52

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 8, 2012

FROM: Maurice S. Evans, City Manager



SUBJECT: Amendment to the Code of Ordinances - Historic District Modification: 3821 West Milham Avenue

ACTION RECOMMENDED: That City Council accept the amendment to Section 38-35 of Chapter 38, Historic Preservation, of the Code of Ordinances for first reading and set a second reading with final adoption for February 28, 2012.

Property addressed as 3821 West Milham Avenue is located in a historic district in the City of Portage. The Historic District Commission received a request from Patrick and Lisa Lynch, jointly with American Village Builders (AVB), seeking to remove an approximate 1.51-acre portion from the historic district of the roughly 22-acre property at 3821 West Milham to create three (3) single family residential lots. Previously in September 2007, City Council approved the appointment of the Historic District Commission (HDC) as a standing Historic District Study Committee (HDSC) for the purpose of reviewing any requests to alter the district.

The HDSC, as set out in Public Act 169 of 1970, reviewed the request and prepared a preliminary report, which was submitted to the Portage Planning Commission, the Michigan Historical Commission and the State Historic Preservation Review Board accordingly. Additionally, a public hearing on the matter was held on January 11, 2012. A final report reflecting this review is attached.

Section 38-35, Historic Preservation, of the Codified Ordinances describes the properties within the Portage Historic Districts. The proposed amendment would update the ordinance to reflect the current legal description for 3821 West Milham Avenue on file with the City Assessor, as well as modify the narrative to reflect the recently proposed boundaries of this district.

The proposed amendment, as supported by the Historic District Study Committee and prepared by the City Attorney, are recommended for first reading with a second reading and final adoption at the February 28, 2012 City Council meeting.

Attachments:

1. Report from the Historic District Study Committee dated January 11, 2012
2. Communication from James Cheesbro, Chairman of the Portage Planning Commission, dated January 9, 2012.
3. Ordinance Amendment

City of Portage, Michigan Historic District Study Committee

Historic District Modification
The "Van Riper" Property
3821 West Milham Avenue · Portage, Michigan 49024

Final Report January 11, 2012

Summary

A request from Patrick and Lisa Lynch, owners of the property commonly known as 3821 West Milham Avenue, seeks to remove an approximately 1.51 acre portion from the approximately 22 acres Van Riper property located within the City of Portage Historic District. It is the recommendation of the Historic District Study Committee ("HDSC") that the City Council **APPROVE** the request as outlined and requested.¹

Authority

The Local History Districts Act, being Act 169 of 1970 as amended;
The City of Portage City Council resolution designating the Historic District Commission as the standing Historic District Study Committee, pursuant to MCL 399.214, to review and make recommendations as recited in the December 1, 2011 Communication from Erica L. Eklov, Administrative Assistant to the City Manager.

The Charge of the Committee

The Historic District Study Committee was charged with reviewing the request and acting as set forth in Public Act 169 of 1970. Specifically, the HDSC must:

1. Conduct a photographic inventory of resources within the existing historic district.
2. Conduct basic research of the historic district and the historic resources located within the district.
3. Determine the total number of historic and non-historic resources within the historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the committee shall be guided by the selection criteria for evaluation issued by the United States secretary of the interior for inclusion of resources in the national register of historic places.
4. Prepare a preliminary report that addresses at a minimum all of the following:
 - a. The charge of the committee.
 - b. The composition of the committee membership.
 - c. The historic district studied.
 - d. The boundaries for the historic district in writing and on maps.
 - e. The history of the historic district.
 - f. The significance of the district as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.

¹ The filing by Patrick and Lisa Lynch was originally styled as an "*Application for Certificate of Appropriateness for Modification to Historic District Structures*." The HDSC has treated said *Application* as a request for a recommendation from the Historic District Study Committee for removal of property from the historic district pursuant to MCL 399.214 and related authority as granted by the City Council.

5. Transmit copies of the preliminary report for review and recommendation to the Portage Planning Commission, to the Michigan Historical Commission and to the state Historic Preservation Review Board.
6. Make copies of the preliminary report available to the public.
7. Hold a public hearing within 60 days after the transmittal of the preliminary report.
8. Following the public hearing, prepare and submit a final report with its recommendations and the recommendations, if any, of the Portage Planning Commission to the City Council. If the recommendation is to modify the historic district, the final report must include a draft of a proposed ordinance.

The Composition of Committee Membership

Voting Members

The HDSC is comprised of members of the Portage Historic District Commission, including: Christine Broberg, Dorie Ehrig, Philip L. Ellison, Deb Srnek, Hamilton Scharff, and Al Van Kampen (2011-12 transitional member – member Michelle Carter’s replacement).

Non-Voting Participants

City of Portage Liaison: Erica Eklov

Abstentions

Mark Reile and Katie VanLonkhuyzen have abstained from participation in this review due to potential conflicts of interest. Michele Carter opted not to participate as her term was ending on December 31, 2011.

Historic District Studied

Property Address: 3821 West Milham Avenue
Portage, Michigan (County of Kalamazoo)

Parcel ID No.: 00007-025-A

This property is commonly referred to as the “Van Riper Property.” The total size of the property is approximately 22.53 acres of which 1.51 acres is sought to be removed from the historic district for residential development.

On December 9, 2011, Christine Broberg and Dorie Ehrig visited the property and photographed the historic resources, which include the house, outbuilding, and the property generally. Photographs were taken of the parcels proposed to be removed from the historic district, in context within existing boundaries and the street, are attached hereto. Additional photos were provided by Mr. Lynch dated 2011 for reference (attached).

The proposed modification of the Van Riper Property would remove the southeastern 1.51 acres to create three (3) residential lots for single-family residences and are referred to as properties A, B, and C. The modification does not affect any existing structure, building, or edifice. Any new construction on the new residential parcels will be subject to the City of Portage construction and development regulations.

The Boundaries for the Historic District in Writing and on Maps

The legal description for the historic property under the prior Historic District Ordinance (approximately):

SEC 7-3-11 W ½ NE ¼ SEC 7 EXC S 165 FT ALSO EXC US 131 ROW, ALSO EXC MICHIGAN HIGHWAY EASEMENT.

The legal description of the current historic district property under the City Assessor (approximately):

PART OF THE NE 1/4 OF FRACTION SEC 7-T3S-R11W DESCRIBED AS: BEG AT A POINT ON THE N LI OF SAID SEC 7 A DISTANCE OF 868.34 FT S 89DEG42'49"E OF THE N 1/4 POST OF SAID SEC 7; TH CONT S89DEG42'49"E ON SAID N SEC LI 77.75 FT; TH S00DEG02'20"E PARALLEL WITH THE E LI OF THE NW 1/4 OF THE NE 1/4 OF SAID SEC 7 A DISTANCE OF 935 FT; TH S76DEG18'12"W 143.74 FT; TH SOUTHWESTERLY 261.41 FT ON A 230 FT RADIUS CURVE THE LEFT WHOSE CHORD BEARS S43DEG44'34"W 247.57 FT; TH S11DEG10'57"W 10.65 FT TO THE N LI OF THE S 165 FT OF THE NW 1/4 OF THE SE 1/4 OF SAID SEC 7; TH N89DEG46'18"W ON SAID N LI 631.86 FT TO THE N & S 1/4 LI OF SAID SEC 7; TH N00DEG05'48"E ON SAID 1/4 LI 745.80 FT TO THE EASTERLY ROW LI OF HIGHWAY U.S. 131; TH N09DEG52'01"E ON SAID EASTERLY ROW LI 359.76 FT TO THE S ROW LI OF MILHAM AVENUE; TH S89DEG42'49"E ON SAID S ROW LI 806.09 FT; TH N00DEG05'48"W PARALLEL WITH SAID 1/4 LI 60 FT TO THE POB. CONTAINING 22.53 ACRES MORE OR LESS.

The new legal description of the proposed modified district (approximately):

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 7 THAT IS 868.34 FEET SOUTH 89 42' 49" EAST OF THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89 42' 49" EAST ON SAID NORTH LINE 77.75 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 285.00 FEET; THENCE SOUTH 00 02' 20" EAST PARALLEL WITH SAID WEST LINE 261.87 FEET; THENCE SOUTH 47 07' 46" EAST 42.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILLICUDDY LANE; THENCE SOUTHWESTERLY 127.20 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 27 01' 34" WEST 125.59 FEET; THENCE SOUTH 11 10' 57" WEST ON SAID RIGHT OF WAY LINE 10.65 FEET TO THE NORTH LINE OF THE SOUTH 165.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 89 46' 18" WEST ON SAID NORTH LINE 631.86 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7; THENCE NORTH 00 05' 48" WEST ON SAID QUARTER LINE 745.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY U.S. 131; THENCE NORTH 09 52' 01" EAST ON SAID EASTERLY RIGHT OF WAY LINE 359.76 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST MILHAM AVENUE; THENCE SOUTH 89 42' 49" EAST ON SAID SOUTH RIGHT OF WA Y LINE 806.09 FEET; THENCE NORTH 00 05' 48" WEST PARALLEL WITH SAID QUARTER LINE 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 21.02 ACRES MORE OR LESS.

The legal description of the property to be removed from the district (approximately):

PARCEL A:

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89' 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00' 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89' 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 190.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE SOUTH 00' 02' 20" EAST PARALLEL WITH SAID WEST LINE 242.61 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILLICUDDY LANE; THENCE SOUTHWESTERLY 80.41 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 52' 53' 10" WEST 80.00 FEET; THENCE NORTH 47' 07' 46" WEST 42.56 FEET; THENCE NORTH 00' 02' 20" WEST PARALLEL WITH SAID WEST LINE 261 .87 FEET; THENCE NORTH 89' 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.58 OF AN ACRE MORE OR LESS.

PARCEL B:

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89' 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A

DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00' 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89' 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE SOUTH 00' 02' 20" EAST PARALLEL WITH SAID WEST LINE 213.08 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILLICUDDY LANE; THENCE SOUTH 76' 18' 12" WEST ON SAID NORTHERLY RIGHT OF WAY LINE 45.98 FEET; THENCE SOUTHWESTERLY 53.80 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 69' 36' 09" WEST 53.68 FEET; THENCE NORTH 00' 02' 20" WEST PARALLEL WITH SAID WEST LINE 242.61 FEET; THENCE NORTH 89' 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.49 OF AN ACRE MORE OR LESS.

PARCEL C:

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89' 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00' 02' 20" EAST ON SAID WEST LINE 745.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE CONTINUING SOUTH 00' 02' 20" EAST ON SAID WEST LINE 190.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILLICUDDY LANE; THENCE SOUTH 76' 18' 12" WEST ON SAID NORTHERLY RIGHT OF WAY LINE 97.76 FEET; THENCE NORTH 00' 02' 20" WEST PARALLEL WITH SAID WEST LINE 213.08 FEET; THENCE NORTH 89' 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.44 OF AN ACRE MORE OR LESS.

The History of the Historic District

The property located at 3821 West Milham Avenue was first owned by Allison Kivine (asa Kinne), sold in 1836 to brother-in-law Stephen Howard. It is believed that the first brick home, in the style of Greek Revival, was built on the site which is today within the City of Portage territorial limits. The home-structure currently existing on the property was built in 1859. The barn is considered to have been built at the same time. The house was constructed using hand-hewn oak timbers, cut by Howard himself, for the basement along with handmade bricks. In the 1920s, the house was then utilized by Albert Henwood and his family, who modernized the home with the installation of plumbing and electricity.

The Henwoods also planted the well-known rows of lilac bushes that still exist on the property. The Van Rippers planted approximately 300 oaks and maples, which still exists on the south side of the property.

In 1945, Dr. Charles Gage Van Riper and his wife bought the property. Van Riper was a well-known audiologist and speech therapist, and founder of the Van Riper Speech Clinic at Western Michigan University.

A written history of the home is at the Portage District Library entitled "Our House."

The Significance of the District

The Van Riper Property, with its structures and plants, are historically significant to preserve. However, the proposed removal of 1.51 acre parcel from the historic district will have an insignificant contextual impact on the historic resources.

Recommendation

Following the study of the information contained within, the January 9, 2012 Planning Commission recommendation and the absence of any public comment at the January 11, 2012 Public Hearing, the Historic District Study Committee recommends that the request to modify the Historic District as presented be **APPROVED**. It is recommended that City Council approve amending the City of Portage Historic District Ordinance, specifically Section 38-35 "District Established; Boundaries," to reflect the ensuing legal description for 3821 West Milham (parcel #00007-025-A).

Photos of 3821 West Milham for the HDSC Report



1. South End of Property on edge of First Lot.



2. Approximate Edge of the 3rd Lot.



3. Approximate edge of 1st/2nd Lot.



4. Approximate edge of 2nd/3rd Lot.



5. Looking North East from bottom of property.



6. Tree line that separates lot from field



7. Looking North from Neighborhood towards out buildings.



8. On property looking SSE at undeveloped residential lots.



9. Tree line that shows where the edge of a back yard would be from home.



10. Standing 65' from building. Picture taken from sidewalk. Approximately where new property line will exist.



11. Looking at existing tree line towards the east from the new proposed property line.

Additional Views of Property of 3821 Milham Road



A. South edge of Property



B. South of Property Looking North



C. View of Out Building from South.



D. Looking North from South Edge of Property



E. View of Back barn from proposed new lot #2.



F. Looking North from proposed New Lot #2.



G. Looking North from South Edge of Property



H. Looking Northwest towards open field area of property.



I. Christine standing on approximate proposed new property line.



J. Looking North from South of Property



K. Trees on the site of Proposed New Lot #1.



L. South side (back) of house.

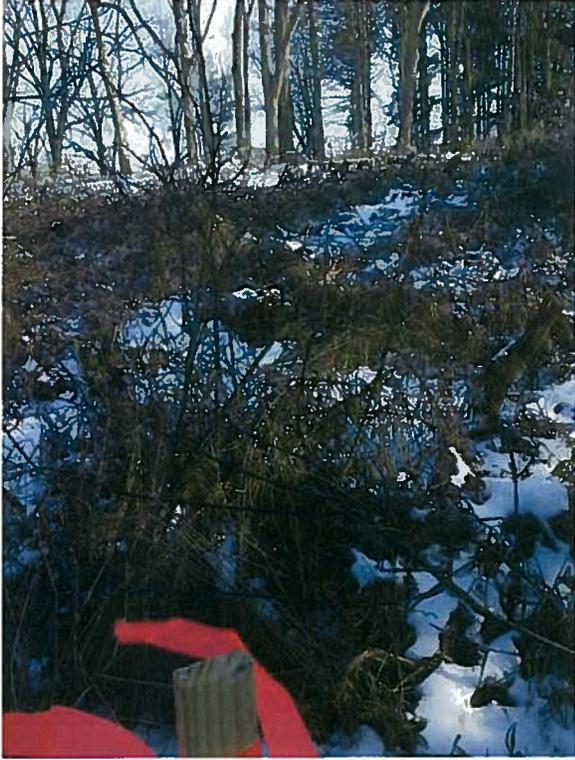


M. Standing by house looking south. Tall pine trees shows approximate new property line.



N. Similar view closer to house.

M. LYNCH PHOTOGRAPHS FOR 3821 WEST MILHAM (2011)



Looking east to west along north property line.



Looking west along north property line.



North front view of 3821 W. Milham – mid yard from Milham Avenue

M. LYNCH PHOTOGRAPHS FOR 3821 WEST MILHAM (2011)

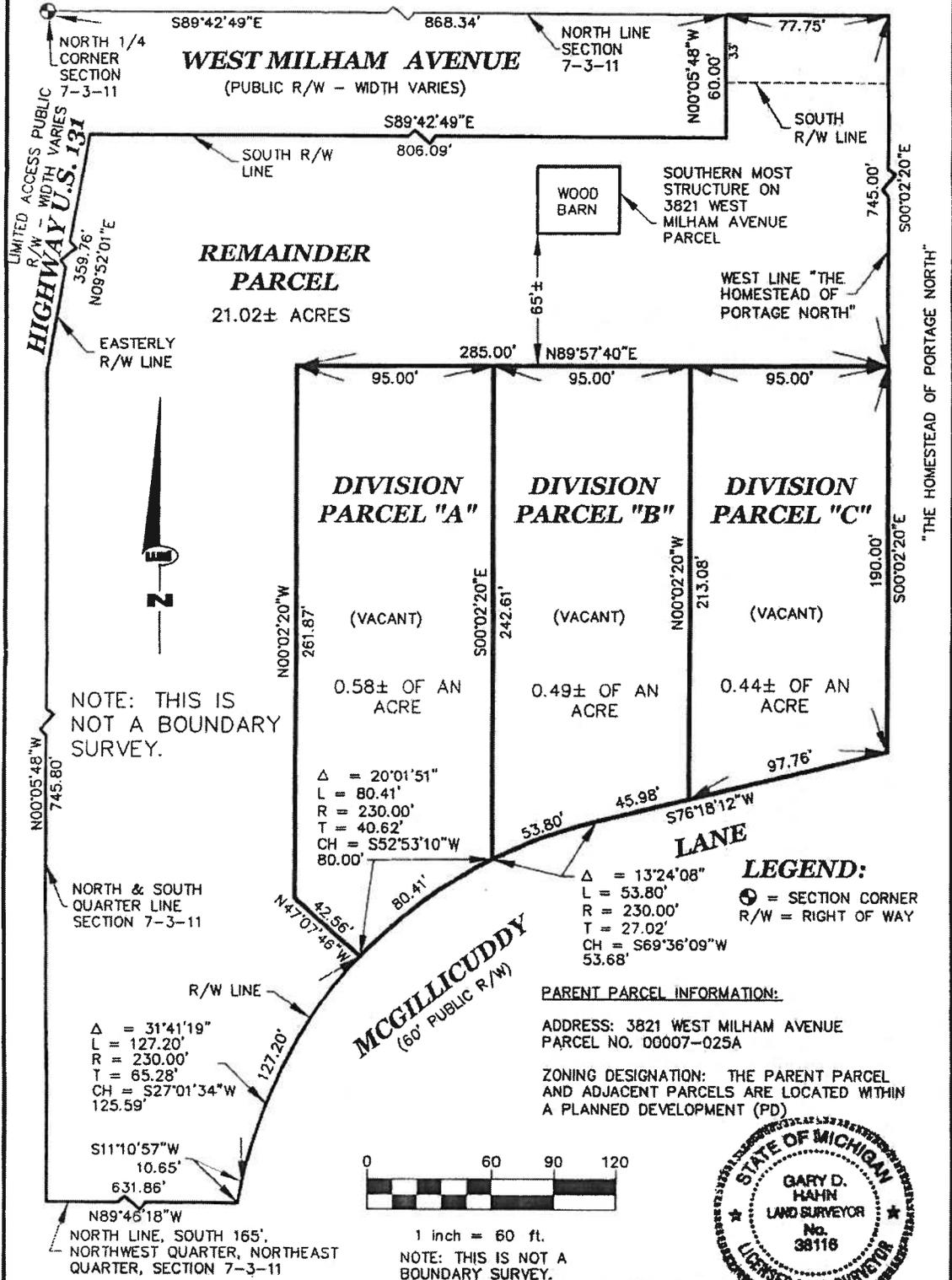


View of house from west yard.



View from east yard facing Milham Avenue

SKETCH OF DESCRIPTIONS IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN.



LEGAL DESCRIPTION OF DIVISION PARCEL "A":

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89° 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 190.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 00° 02' 20" EAST PARALLEL WITH SAID WEST LINE 242.61 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILICUDDY LANE; THENCE SOUTHWESTERLY 80.41 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 52° 53' 10" WEST 80.00 FEET; THENCE NORTH 47° 07' 46" WEST 42.56 FEET; THENCE NORTH 00° 02' 20" WEST PARALLEL WITH SAID WEST LINE 261.87 FEET; THENCE NORTH 89° 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.58 OF AN ACRE MORE OR LESS.

LEGAL DESCRIPTION OF DIVISION PARCEL "B":

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89° 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 00° 02' 20" EAST PARALLEL WITH SAID WEST LINE 213.08 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILICUDDY LANE; THENCE SOUTH 76° 18' 12" WEST ON SAID NORTHERLY RIGHT OF WAY LINE 45.98 FEET; THENCE SOUTHWESTERLY 53.80 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 69° 36' 09" WEST 53.68 FEET; THENCE NORTH 00° 02' 20" WEST PARALLEL WITH SAID WEST LINE 242.61 FEET; THENCE NORTH 89° 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.49 OF AN ACRE MORE OR LESS.

LEGAL DESCRIPTION OF DIVISION PARCEL "C":

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00° 02' 20" EAST ON SAID WEST LINE 190.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILICUDDY LANE; THENCE SOUTH 76° 18' 12" WEST ON SAID NORTHERLY RIGHT OF WAY LINE 97.76 FEET; THENCE NORTH 00° 02' 20" WEST PARALLEL WITH SAID WEST LINE 213.08 FEET; THENCE NORTH 89° 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.44 OF AN ACRE MORE OR LESS.

LEGAL DESCRIPTION OF THE REMAINDER PARCEL - 3821 WEST MILHAM AVENUE:

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 7 THAT IS 868.34 FEET SOUTH 89° 42' 49" EAST OF THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON SAID NORTH LINE 77.75 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89° 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 285.00 FEET; THENCE SOUTH 00° 02' 20" EAST PARALLEL WITH SAID WEST LINE 261.87 FEET; THENCE SOUTH 47° 07' 46" EAST 42.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILICUDDY LANE; THENCE SOUTHWESTERLY 127.20 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 27° 01' 34" WEST 125.59 FEET; THENCE SOUTH 11° 10' 57" WEST ON SAID RIGHT OF WAY LINE 10.65 FEET TO THE NORTH LINE OF THE SOUTH 165.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 89° 46' 18" WEST ON SAID NORTH LINE 631.86 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7; THENCE NORTH 00° 05' 48" WEST ON SAID QUARTER LINE 745.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY U.S. 131; THENCE NORTH 09° 52' 01" EAST ON SAID EASTERLY RIGHT OF WAY LINE 359.76 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST MILHAM AVENUE; THENCE SOUTH 89° 42' 49" EAST ON SAID SOUTH RIGHT OF WAY LINE 806.09 FEET; THENCE NORTH 00° 05' 48" WEST PARALLEL WITH SAID QUARTER LINE 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 21.02 ACRES MORE OR LESS.

SUBJECT TO SURVEY.

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

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED, OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES (REMAINDER PARCEL ONLY).

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

ASSUMED THE NORTH LINE OF SAID SECTION 7 TO BEAR SOUTH 89° 42' 49" EAST PER NOTICE OF COMMENCMENT DOCUMENT NO. 2002-001008.

CITY OF PORTAGE KALAMAZOO COUNTY

SECTION 7 T 3 S R 11 W

A-110352

W&A WIGHTMAN & ASSOCIATES, INC.
ENGINEERING ♦ SURVEYING ♦ ARCHITECTURE
2303 PIPESTONE ROAD BENTON HARBOR, MI 49022
PHONE: (269) 927-0100 FAX: (269) 927-1300
www.wightman-assoc.com

CLIENT: AMERICAN VILLAGE BUILDERS, INC.
JOB NO: (110352)
DATE: SEPTEMBER 28, 2011
SCALE:
DRAWN BY: GDH
CHECKED BY:

[Signature]
GARY D. HAHN

MILHAM ROAD



3821 West
Milham Avenue

COTTAGE
OFFICE

MCGILlicuddy LANE

WESTCOVE DRIVE

Proposed
boundary alteration

STORM
WATER
GREEN SPACE

13

5

4

3

2

1

33

61

60

62

C

B

A

MCGILlicuddy LANE

CITY OF PORTAGE

COMMUNICATION

TO: Portage Planning Commission

DATE: December 21, 2011

FROM: Portage Historic District Study Committee (ELE for)

SUBJECT: Historic District Modification – 3821 West Milham Avenue

Attached is a preliminary report concerning a request for a historic district modification at 3821 West Milham Avenue. The preliminary report is being provided to the Planning Commission for review, as set out in Public Act 169 of 1970. A public hearing will be held on this matter on Wednesday, January 11, 2011 at 8:30 a.m. in Portage City Hall Conference Room #3.

c: Erica L. Eklov, Historic District Commission Staff Liaison

Attachment

RECEIVED

JAN 09 2012

**CITY MANAGER'S OFFICE
PORTAGE, MI**

TO: Historic District Commission

FROM: Planning Commission

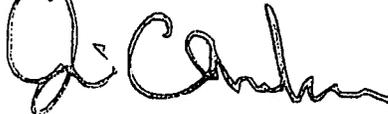
DATE: January 9, 2012

SUBJECT: Historic District Modification: Van Riper Property, 3821 West Milham Avenue

During the January 5, 2012 meeting, the Planning Commission reviewed the communication and report from the Portage Historic District Study Committee regarding the request from Patrick and Lisa Lynch to remove approximately 1.51 acres of land from the existing Van Riper historic district property located at 3821 West Milham Avenue. The 1.51 acre land area is located along the southeast perimeter of 3821 West Milham Avenue, adjacent McGillicuddy Lane, and is proposed to be divided into three single family residential building sites.

After a brief discussion involving the size of lots and the history of the site, the Planning Commission concluded that the proposed modification would have minimal impact on the overall historic district. As a result, a motion was offered by Commissioner Welch, seconded by Commissioner Patterson, to recommend to the Historic District Commission approval of the modification involving the Van Riper Historic District Property located at 3821 West Milham Avenue. The motion was approved 5-0-2 with Commissioner Dargitz and Commissioner Stoffer abstaining.

Sincerely,



James Cheesebro
Chairman

**FIRST READING
CITY OF PORTAGE, MICHIGAN
NOTICE**

**TO THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND
ALL OTHER INTERESTED PERSONS.**

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Section 38-35 of Chapter 38, Historical Preservation, of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on _____, 2012, and that the Council will hold a public hearing on the proposed amendment at the Portage City Hall in said City on _____, 2012, at 7:30 p.m. or as soon thereafter as may be heard.

NOTICE IS FURTHER GIVEN that the proposed amendment to Section 38-35 of Chapter 38, Historical Preservation, of the Codified Ordinances of Portage, Michigan reads as follows:

THE CITY OF PORTAGE ORDAINS:

Section 38-35. District established; boundaries.

The legal description for the property located at 3821 West Milham Avenue, Tax I.D. No. 7-025-O, is hereby modified as follows:

Property Address: 3821 West Milham Avenue
Tax ID No. 7-025-A

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 7 THAT IS 868.34 FEET SOUTH 89° 42' 49" EAST OF THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON SAID NORTH LINE 77.75 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89° 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 285.00 FEET; THENCE SOUTH 00° 02' 20" EAST PARALLEL WITH SAID WEST LINE 261.87 FEET; THENCE SOUTH 47° 07' 46" EAST 42.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILLICUDDY LANE; THENCE SOUTHWESTERLY 127.20 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 27° 01' 34" WEST 125.59 FEET; THENCE SOUTH 11° 10' 57" WEST ON SAID RIGHT OF WAY LINE 10.65 FEET TO THE NORTH LINE OF THE SOUTH 165.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 89° 46' 18" WEST ON SAID NORTH LINE 631.86 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7; THENCE NORTH 00° 05' 48" WEST ON SAID QUARTER LINE 745.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY U.S. 131; THENCE NORTH 09° 52' 01" EAST ON SAID EASTERLY RIGHT OF WAY LINE

359.76 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST MILHAM AVENUE;
THENCE SOUTH 89°42' 49" EAST ON SAID SOUTH RIGHT OF WAY LINE 806.09
FEET; THENCE NORTH 00° 05' 48" WEST PARALLEL WITH SAID QUARTER LINE
60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 21.02 ACRES MORE OR
LESS.

Dated: _____

James R. Hudson, City Clerk

Z:\Jody\PORTAGE\ORD\ZONING\1st Reading Ord Amend Hist Dist Comm legal desc amendment.011612.doc

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 3, 2012

FROM: Maurice S. Evans, City Manager



SUBJECT: Tentative Plan Amendment and Final Plan for The Homestead Planned Development, 3821 West Milham Avenue

ACTION RECOMMENDED: That City Council:

- a. accept the Tentative Plan Amendment for The Homestead Planned Development and set a public hearing for March 13, 2012;
- b. following the public hearing, consider approving the Tentative Plan Amendment for The Homestead Planned Development, 3821 West Milham Avenue, subject to the conditions outlined in the January 13, 2012 Department of Community Development report; and
- c. following action on the Tentative Plan Amendment, approve the Final Plan for the three McGillicuddy Lane land divisions.

An application has been received from Mr. Patrick Lynch and Mr. Jack Gesmundo (American Village Development) requesting a Tentative Plan Amendment of The Homestead Planned Development located at 3821 West Milham Avenue. The proposed Tentative Plan Amendment involves the following:

- Elimination of the attached residential condominium buildings (Villas of Secret Gardens) from the northwest portion of the property approved with the 2006 tentative plan amendment.
- Reestablishment of the cottage offices land use within the northwest portion of the property as approved with the original 2001 rezoning/tentative plan.
- Creation of three single-family residential parcels along the north side of McGillicuddy Lane, south of the historic property/homestead site.
- Retention of the themed restaurant/office land use for the historic site as approved with the original 2001 rezoning/tentative plan.

In conjunction with the proposed Tentative Plan Amendment, the applicants are also requesting to modify the boundaries of the Van Riper historic district (as recommended by the Historic District Commission) and Final Plan approval involving three single family residential land divisions located on the north side of McGillicuddy Lane immediately south from the historic property site.

In a report dated January 13, 2012, the Department of Community Development and the Planning Commission, after convening a public hearing on December 1, 2011 and January 19, 2012, are recommending approval of the Tentative Plan Amendment (subject to conditions) and the Final Plan.

Attachment: Communication from the Department of Community Development

CITY OF PORTAGE

COMMUNICATION

TO: Maurice S. Evans, City Manager

DATE: February 3, 2012

FROM: Vicki Georgeau^{VJ}, Director of Community Development

SUBJECT: Tentative Plan Amendment and Final Plan for the Homestead Planned Development,
3821 West Milham Avenue

Mr. Patrick Lynch and Mr. Jack Gesmundo (American Village Development) have submitted an application requesting approval of a Tentative Plan Amendment and Final Plan for The Homestead Planned Development (PD). The amendment proposes to: 1) eliminate the previously approved (2006) Villas of Secret Gardens attached residential condominiums from the northwest portion of the development area; 2) reestablish the cottage offices consistent with the original 2001 approved rezoning/tentative plan; 3) create three single-family residential parcels along the north side of McGillicuddy Lane and; 4) retain the themed restaurant/office land use for the Van Riper historic homestead site.

The Homestead PD involves an 88 acre tract of land located south of West Milham Avenue and east of US-131. The original PD rezoning and tentative plan received City Council approval in 2001 and construction of the single family residential component of the project is nearing completion. The proposed tentative plan amendment involves the remaining undeveloped land located in the northwest portion of the project area.

In a report dated January 13, 2012, the Department of Community Development has recommended the Tentative Plan Amendment be approved subject to the following conditions:

1. City Council approval of the request to modify the boundaries of the Van Riper historic district.
2. Consistent with the 2006 approved tentative and final plans, the access drive for the cottage offices must be moved east, shared with the theme restaurant/office, and align with future development activities planned on the north side of West Milham Avenue.
3. When a final plan for development is submitted involving the existing historic home site, the adequacy of the screening/buffering along the east property line be evaluated and supplemental screening/buffering be required as may be necessary.
4. Removal or replacement of the sign located near the south end of pedestrian path that connects the Homestead neighborhood to the Arbutus Trail neighborhood that prohibits non-Homestead residents from using this path.

Subject to City Council approval of the Tentative Plan Amendment, staff is also recommending approval of the Final Plan involving the three McGillicuddy Lane land divisions. Consistent with the original 2001 rezoning/tentative plan approval, reestablishment of the cottage offices is an appropriate land use situated between US-131 and the future site of the themed restaurant/office use(s) to the east and residential land uses located to the south/southeast. The three additional home sites will visually and physically connect the residential areas along this section of McGillicuddy Lane and buffer the neighborhood from future uses in the planned development

The Planning Commission convened a public hearing during the December 1, 2011 and January 19, 2012 meetings. After careful consideration, the Commission voted 7-0-1 to recommend to City Council that the Tentative Plan Amendment for The Homestead Planned Development, 3821 West Milham Avenue, be approved subject to the four conditions listed in the Department of Community Development staff report, and approval of the Final Plan for the three McGillicuddy Lane land divisions subject to City Council approval of the tentative plan amendment.

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

Attachments: Planning Commission transmittal dated February 3, 2012
Planning Commission Minutes dated December 1, 2011 and January 19, 2012
Department of Community Development report dated January 13, 2012
Correspondence from The Families of McGillicuddy Lane dated January 19, 2012

TO: Honorable Mayor and City Council

FROM: Planning Commission

DATE: February 3, 2012

SUBJECT: Tentative Plan Amendment and Final Plan for The Homestead Planned Development, 3821 West Milham Avenue

A Tentative Plan Amendment and Final Plan have been submitted by Mr. Patrick Lynch and Mr. Jack Gesmundo (American Village Development) for The Homestead Planned Development located at 3821 West Milham Avenue. The application proposes elimination of the attached residential condominiums from the northwest portion of the property and reestablishment of the cottage office land use, creation of three single-family residential parcels along the north side of McGillicuddy Lane and retention of the themed restaurant/office land use for the historic homestead site.

The Planning Commission convened a public hearing during the December 1, 2011 and January 19, 2012 meetings. Mr. Lynch and Mr. Gesmundo were present at both meetings to support the tentative plan amendment and final plan. At the December 1st meeting, one citizen (Lee Berow, 3608 Arbutus Trail) spoke in regards to the proposed application expressing concern about the recently installed "No Trespassing" sign at the trail from Arbutus Trail. At the January 19th meeting, two additional citizens (Lou Cherico, 6130 McGillicuddy Lane and Brian Gallagher, 6090 McGillicuddy Lane) spoke regarding future screening improvements along the east property line of the historic homestead site.

After careful consideration, a motion was made by Commissioner Welch, seconded by Commissioner Reiff, to recommend to City Council that the Tentative Plan Amendment for The Homestead Planned Development, 3821 West Milham Avenue, be approved subject to the four conditions listed in the Department of Community Development staff report, and approval of the Final Plan for the three McGillicuddy Lane land divisions subject to City Council approval of the tentative plan amendment. The motion was approved 7-0-1.

Sincerely



James Cheesebro, Chairman
City of Portage Planning Commission

A motion was then made by Commissioner Welch, seconded by Commissioner Bosch, to recommend to City Council that the Height Modification for Dick's Sporting Goods, 6355 South Westnedge Avenue, be approved to construct an architectural entry feature along the west side of the existing building to a height of 43.5 feet since the impacts are minimal due to the small area subject to the height modification in relation to the overall building and substantial setback distances from adjacent properties and public streets. The motion was unanimously approved.

2. Preliminary Report: Tentative Plan Amendment – The Homestead Planned Development, 3821 West Milham Avenue. Commissioner Dargitz stated she would be abstaining from discussion and voting on this agenda item due to a personal acquaintance with the applicant, Mr. Patrick Lynch. Commissioner Stoffer also indicated he would be abstaining from discussion and voting on this agenda item since he lives within the 300-foot public notice distance from the subject property. Commissioner Reiff indicated he had a previous business relationship with Mr. Lynch over 20 years ago, however, would not be abstaining since he has no recent or present relationship that would impact his ability to render an impartial decision.

Mr. West summarized the staff report dated November 23, 2011 regarding the request by Mr. Patrick Lynch and American Village Development to amend the previously approved tentative plan for The Homestead Planned Development. Mr. West reviewed the original 2001 approved PD, planned development rezoning/tentative plan and the 2006 tentative plan amendment/final plan involving The Villas at Secret Gardens that was approved, however, never constructed. Mr. West summarized the proposed amendment that involves elimination of the attached residential condominiums, the addition of three single-family residential parcels along the north side of McGillicuddy Lane and reestablishment of the cottage offices along the northwest portion of the property, as previously shown and approved in 2001. Mr. West stated the tentative plan/narrative contained in the agenda packet was received late on Tuesday, November 22nd and staff was unable to provide a detailed review prior to finalization of the staff report. Mr. West indicated minor changes to the narrative and plan would be made prior to the final hearing. Finally, Mr. West discussed the need for the Historic District Commission to review and authorize the land divisions prior to Planning Commission final action on the tentative plan amendment; public street access from West Milham Avenue; and the recent installation of a sign at the south end of the pedestrian path from Arbutus Trail that prohibits non-Homestead residents from using the path.

Mr. Jack Gesmundo of American Village Development and Mr. Patrick Lynch were present to support the proposed tentative plan amendment. Mr. Gesmundo discussed the differences between the approved 2006 tentative plan amendment and the proposed 2011 tentative plan amendment. Mr. Gesmundo stated the amendment proposes to restore the cottage offices originally approved in 2001 and construct three additional single family residential home sites along the north side of McGillicuddy Lane that would visually and physically connect the residential portions of The Homestead. Mr. Gesmundo stated the review by the Historic District Commission was scheduled for December 7, 2011. Mr. Gesmundo briefly discussed the proposed public street access from West Milham Avenue and the pedestrian path sign and stated the few errors contained in the written narrative and tentative plan would be corrected and revised prior to the next Planning Commission meeting.

Chairman Cheesebro opened the public hearing. One citizen, Ms. Lee Berow (3608 Arbutus Trail), spoke in regards to the proposed tentative plan amendment. Ms. Berow expressed concerns about the recently installed "No Trespassing" sign at the trail from Arbutus Trail. Ms. Berow stated the path and neighborhood connection was required with the 2001 approval and her and many of her neighbors don't understand why the sign has now been installed. No additional citizens spoke regarding the proposed tentative plan amendment. A motion was made by Commissioner Bosch, seconded by Commissioner Reiff, to adjourn the public hearing for the Tentative Plan Amendment for The Homestead, 3821 West Milham Avenue, to the January 19, 2012 meeting. The motion was unanimously approved.

PLANNING COMMISSION

January 19, 2012

The City of Portage Planning Commission meeting of January 19, 2012 was called to order by Chairman Cheesebro at 7:00 p.m. in Council Chambers of Portage City Hall, 7900 South Westnedge Avenue. Four citizens were in attendance.

MEMBERS PRESENT:

Bill Patterson, Wayne Stoffer, Rick Bosch, Paul Welch, Mark Siegfried, Allan Reiff and Chairman James Cheesebro.

MEMBERS ABSENT:

None.

MEMBERS EXCUSED:

Miko Dargitz.

IN ATTENDANCE:

Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services and Randall Brown, City Attorney.

PLEDGE OF ALLEGIANCE:

Chairman Cheesebro led the Commission in the Pledge of Allegiance.

APPROVAL OF MINUTES:

Chairman Cheesebro referred the Commission to the January 5, 2012 meeting minutes. A motion was offered by Commissioner Welch, seconded by Commissioner Patterson, to approve the minutes as submitted. The motion was approved 8-0.

Chairman Cheesebro introduced David Felician as the new Planning Commissioner.

SITE/FINAL PLANS:

None.

PUBLIC HEARINGS:

1. Final Report: Tentative Plan Amendment and Final Plan for The Homestead Planned Development, 3821 West Milham Avenue. Prior to discussion of this agenda item, Commissioner Stoffer indicated he would be abstaining from discussion due to residing within 300-feet of the subject property.

Mr. Forth summarized the staff report dated January 13, 2012 regarding a request by Mr. Patrick Lynch and American Village Development to amend the previously approved tentative plan. The plan amendment involves elimination of the attached residential condominium buildings, addition of three single-family parcels located south of the historic homestead site, reestablishment the cottage offices and retention of the themed restaurant/office. Mr. Forth also indicated the applicants are requesting approval of a final plan that involves only the three proposed single-family parcels. Staff is recommending approval of the tentative plan

amendment subject to four conditions and approval of the final plan subject to City Council approval of the tentative plan amendment. Commissioner Welch asked if the screening along the east property line between the historic homestead site and McGillicuddy Lane residences would be addressed with this tentative plan amendment or upon submittal of a final plan. Mr. Forth indicated the type of screening, amount and location would be addressed upon submittal of a final plan for development. At this time, it is unknown where specific site improvements will occur.

Mr. Jack Gesmundo of American Village Development and Mr. Patrick Lynch were present to support the proposed tentative plan amendment. Mr. Gesmundo explained that the three single family residential home sites along the north side of McGillicuddy Lane would visually and physically connect the residential portions of The Homestead. This area is heavily wooded and Mr. Gesmundo indicated the existing vegetation will be retained as much as possible. Mr. Gesmundo also stated a change back to the cottage offices represents the highest and best use of the property. With regard to the staff recommendation involving a combined West Milham Avenue driveway, Mr. Gesmundo indicated that Mr. Lynch may decide to live there and if so, he wouldn't want the residential drive to be combined with the cottage offices, if and when developed. Finally, Mr. Gesmundo indicated the two signs (one near Arbutus Trail and the other near Hollow Wood) advising the general public that the pedestrian path that connects to the Arbutus Trail neighborhood is for Homestead residents only will be removed and replaced once the sign company's router has been repaired.

Chairman Cheesebro reconvened the public hearing. Mr. Lou Cherico, 6130 McGillicuddy Lane and Brian Gallagher, 6090 McGillicuddy Lane, spoke in regards to the proposed tentative plan amendment. Mr. Cherico and Mr. Gallagher didn't have any objections to the plan but were concerned about future screening improvements along the east property line of the historic homestead site. Mr. Cherico and Mr. Gallagher asked that when development plans are submitted, additional screening be provided and they be given an opportunity to participate in the discussion. Mr. Gallagher also suggested that the West Milham Avenue driveway not be moved closer to McGillicuddy Lane. No additional citizens spoke regarding the proposed tentative plan amendment.

Mr. Forth indicated that when plans are submitted for redevelopment of the historic homestead site and subsequent review by the Planning Commission and approval by City Council, a public hearing and notification are not required. However, staff will advise the developer/property owner to engage the adjacent McGillicuddy Lane residents. Mr. Forth also stated that if the historic homestead site remains a residential use, the driveway would not have to be combined with the cottage office development. There being no further public comment, a motion was made by Commissioner Bosch, seconded by Commissioner Felician, to close the public hearing. The motion was approved 7-0-1.

There being no further discussion, a motion was made by Commissioner Welch, seconded by Commissioner Reiff, to recommend to City Council that the Tentative Plan Amendment for The Homestead Planned Development, 3821 West Milham Avenue, be approved subject to 1) City Council approval of the request to modify the boundaries of the Van Riper historic district; 2) Consistent with the 2006 approved tentative and final plans, the access drive for the cottage offices must be moved east, shared with the theme restaurant/office, and align with future development activities planned on the north side of West Milham Avenue; 3) When a final plan for development is submitted involving the existing historic home site, the adequacy of the screening/buffering along the east property line be evaluated and supplemental screening/buffering be required as may be necessary; 4) Removal or replacement of the sign located near the south end of pedestrian path that connects the Homestead neighborhood to the Arbutus Trail neighborhood that prohibits non-Homestead residents from using this path; and 5) Approval of the Final Plan for the three McGillicuddy Lane land divisions subject to City Council approval of the tentative plan amendment. The motion was approved 7-0-1.

OLD BUSINESS:

None

TO: Planning Commission

DATE: January 13, 2012

FROM: Vicki Georgeau, Director of Community Development

SUBJECT: Final Report: Tentative Plan Amendment and Final Plan for the Homestead of Portage Planned Development, 3821 West Milham Avenue

I. APPLICATION INFORMATION:

A tentative plan application to amend The Homestead Planned Development (PD) has been received. The 2012 Tentative Plan amendment proposes to eliminate the attached residential condominium buildings, add three single-family parcels (1.5 acres) located south of the historic homestead site, reestablish the cottage offices (14.6 acres) and retain the themed restaurant/office as shown on the previously approved 2001 plan. Please refer to the attached application, narrative and tentative plan submitted by the applicant. Approval of a final plan, which involves the division of three residential lots, is also requested.

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

| Applicants | Property Address | Description | Zoning |
|--|-------------------------|---|--------------------------------|
| Mr. Patrick Lynch Mr. Jack Gesmundo, American Village Development | 3821 West Milham Avenue | 22 acre tract (Planned development area: 88 acres) | PD, planned development (2001) |

The 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 2001 plan included the construction of 94 single family residential lots in three stages on 45.1 acres, an approximate 5,000 square foot theme restaurant/conference center on 3 acres, between 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 have been completed.
- **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. Attached is a copy of this approved tentative plan. The historic homestead site was again proposed to be preserved and restored to either a theme restaurant or offices. 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 is complete, Final Plat approval has been granted, and home construction is underway.

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). Development of the remaining 22.5 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. PUBLIC REVIEW/COMMENT:

The Planning Commission convened a public hearing during the December 1, 2011 meeting. The applicants, Mr. Jack Gesmundo and Mr. Patrick Lynch, were present to support the proposed tentative plan amendment. Mr. Gesmundo stated the amendment proposes to restore the cottage offices originally approved in 2001 and construct three additional single family residential home sites along the north side of McGillicuddy Lane that would visually and physically connect the residential portions of The Homestead. One citizen, Ms. Lee Berow, 3608 Arbutus Trail, expressed concerns about the recently installed "No Trespassing" sign adjacent to the pedestrian path near Arbutus Trail that connects to the two neighborhoods.

Since the December 1, 2011 Planning Commission meeting, the applicants have provided a revised written narrative and tentative plan map to include additional information regarding designated open space, size of the cottage office buildings and clarified the acreage of different land uses. Additionally, the applicants have agreed to replace the sign located near the south end of pedestrian path that connects the Homestead neighborhood to the Arbutus Trail neighborhood that prohibited non-Homestead residents from using this path. The new sign will allow non-Homestead residents to use the pedestrian path at their own risk. As the Commission will recall, several documents related to the 2001 planned development rezoning application and preliminary plat clearly indicates the path is to be owned and maintained by the developer/association and used by residents located in both neighborhoods. The new sign has been ordered but has not yet been installed.

IV. 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 dividing 1.51 acres of land located adjacent to McGillicuddy Lane to create three lots for single family residential development. The proposed modification does not affect any existing historic structure or building. Before the land divisions necessary to create these three new parcels 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.

The Historic District Study Committee met on December 21, 2011 to review and discuss the proposed district modification. The Historic District Study Committee recommended approval of the district modification and a preliminary report was forwarded to the Planning Commission for review and comment. During the January 5, 2012 meeting, the Planning Commission also recommended approval of the historic district modification.

On January 11, 2012 the Historic District Commission held a public hearing and recommended City Council approve the requested modification to the Van Riper Historic District. City Council will review the proposed historic district modification, Homestead of Portage tentative plan amendment and final plan concurrently. First reading will be on February 14, 2012 and final action will be on March 13, 2012

V. FINAL ANALYSIS - PROPOSED TENTATIVE PLAN AMENDMENT:

The 2012 tentative plan amendment proposes to eliminate the attached residential condominium buildings, add three single-family parcels (1.5 acres) located south of the historic homestead site and reestablish the cottage offices (14.6 acres) as shown on the previously approved 2001 plan. The cottage office area will also include at least 3.4 acres of additional open space. The designation of the historic homestead site as a theme restaurant or office on the remaining approximate 3.0 acres is consistent with the previously approved tentative plans. As identified in the tentative plan amendment narrative, the 14.6 acre cottage office area and historic homestead site will be retained by Patrick (Mick) and Lisa Lynch and the three new single-family parcels will be owned by American Village Builders.

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

- Additional Single Family Parcels – The three single-family parcels are proposed to be located in a 1.5 acre wooded area on the north side of McGillicuddy Lane south of the historic homestead site. The applicant indicates a substantial portion of the wooded areas outside the building zone will be retained as a buffer from the themed restaurant/office use. The additional home sites will visually and physically connect the residential areas along this section of McGillicuddy Lane and buffer the neighborhood from future uses in the planned development. Construction of these three additional home sites is expected to begin after all approvals have been granted.
- Cottage Offices – According to information provided by the applicant, the cottage offices will exhibit a residential architectural style that will compliment the existing residential phases. This design approach is similar to what was accomplished in Woodbridge Hills. The buildings will be one-two stories and range in size from 3,000-10,000 square feet. The total building area is estimated to range between 80,000 and 145,000 total square feet representing 10% to 19% lot coverage (does not include the 3.4 acres designated for open space).

Reestablishment of the cottage offices at this location is an appropriate land use situated between US-131 and the future site of the themed restaurant/office use(s) to the east and residential land uses located to the south/southeast. Office uses are low impact commercial uses, typically have a building style and mass similar to residential uses, have limited hours of operation and generate less traffic than

retail uses. Also, the land area proposed for the cottage offices is approximately 8-10 feet lower in elevation than the adjacent property to the east and south.

- Existing Historic Home Site – Future plans for the existing historic home site continues to be conversion to a themed restaurant or office. According to the applicant, the home will be restored but it may be necessary to enlarge the footprint of the building in order to accommodate the intended use. Design of any building addition would be consistent with the current architecture. The building area including any addition is estimated at 5,000 square feet.

With regard to screening/buffering of the existing McGillicuddy Lane residential dwellings to the east, the written narrative submitted by the applicant indicates a landscaped berm was constructed in 2006 and trees installed as the dwellings were constructed. The applicants further state that if the existing trees are maintained, no additional landscaping/screening will be installed when the historic home site is converted to a themed restaurant/office. A review of this area indicates there are significant gaps in the landscape screening between the McGillicuddy Lane residential dwellings and the historic home site. When a final plan for development is submitted, the adequacy of the screening/buffering will be evaluated and supplemental screening/buffering may be necessary.

- Cottage Offices and Themed Restaurant/Office Phasing – The applicant has indicated construction of the cottage offices and themed restaurant/office will commence when the market conditions and the commercial lending environment improves. Based on current and projected economic conditions, construction within the next five years is anticipated.
- Public Street Access – As shown on the tentative plan map and written narrative, access to West Milham Avenue for the cottage offices and themed restaurant/office is proposed from two separate driveways. However, consistent with the 2006 approved tentative plan, the access location for the cottage offices should be moved further east so it can be shared with the theme restaurant/office and align with future development activities planned on the north side of West Milham Avenue. The property to the north is vacant, encompasses approximately 77 acres and is owned by a local residential development company. As information for the Commission, when this section of West Milham Avenue was reconstructed in 2011, a commercial grade driveway approach was installed by the city. The centerline of this driveway is located approximately 435 feet east McGillicuddy Lane and does align with the vacant property to the north.
- 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. Given the size of the overall development area, 88 acres, the area identified for nonresidential purposes cannot exceed 17.6 acres. The written narrative provided by the applicant indicates a combined area of 21 acres for the cottage office and themed restaurant/office with 3.4 acres designated as green/open space. The applicant has designated the green/open space 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." Upon submittal of a final plan for development, the location of the green/open space may be modified but in no case can it be less than 3.4 acres.
- Traffic Impacts – It is estimated that a 5,000 square foot themed restaurant would generate approximately 650 vehicle trip ends. The traffic generated by several administrative office buildings totaling 80,000 to 140,000 square feet is approximately 1,800 to 2,785 vehicle trip ends. This compares to 1,056 vehicle trips generated by the 88 attached residential units (12 vehicle trips per unit) included in the 2006 plan.

The traffic generated by the proposed themed restaurant and cottage offices can be accommodated by West Milham Avenue. West Milham Avenue is classified as minor arterial roadway and was

reconstructed in 2011 from a two-lane roadway to a three-lane roadway with curb/gutter, sidewalks and bike lanes. The 2006 traffic average daily traffic count for this section of West Milham Avenue was 13,340. The capacity of this roadway segment is 21,500 vehicles per day. Updated traffic volume counts are scheduled for 2012.

VII. FINAL PLAN

Following tentative plan approval, Section 42-375, plan review and approval, requires submittal of a final (site) plan for each area within the planned development project. At this time, the applicants are proposing to develop three, single-family residential lots through a land division process. Attached is a final plan (survey) that shows the location of the proposed land divisions. This 1.5 acre area is located immediately south of the Van Ripper historic homestead and each lot is approximately .5 acres.

Building setbacks and lot width/area will be consistent with the other single-family residential lots in the Homestead of Portage planned development. The front yard setback will be at least 30 feet, side yard 10 feet and rear yard 40 feet. Lot width will not be less than 80 feet (95 feet proposed) and lot area not less than 9,600 square feet (19,100+ square feet proposed). Utilities, including municipal water and sanitary sewer, are available to each lot. Finally, and according to the applicants, the Homestead of Portage Preservation Standards that are applicable to the other residential lots in this planned development will also apply to these three residential lots.

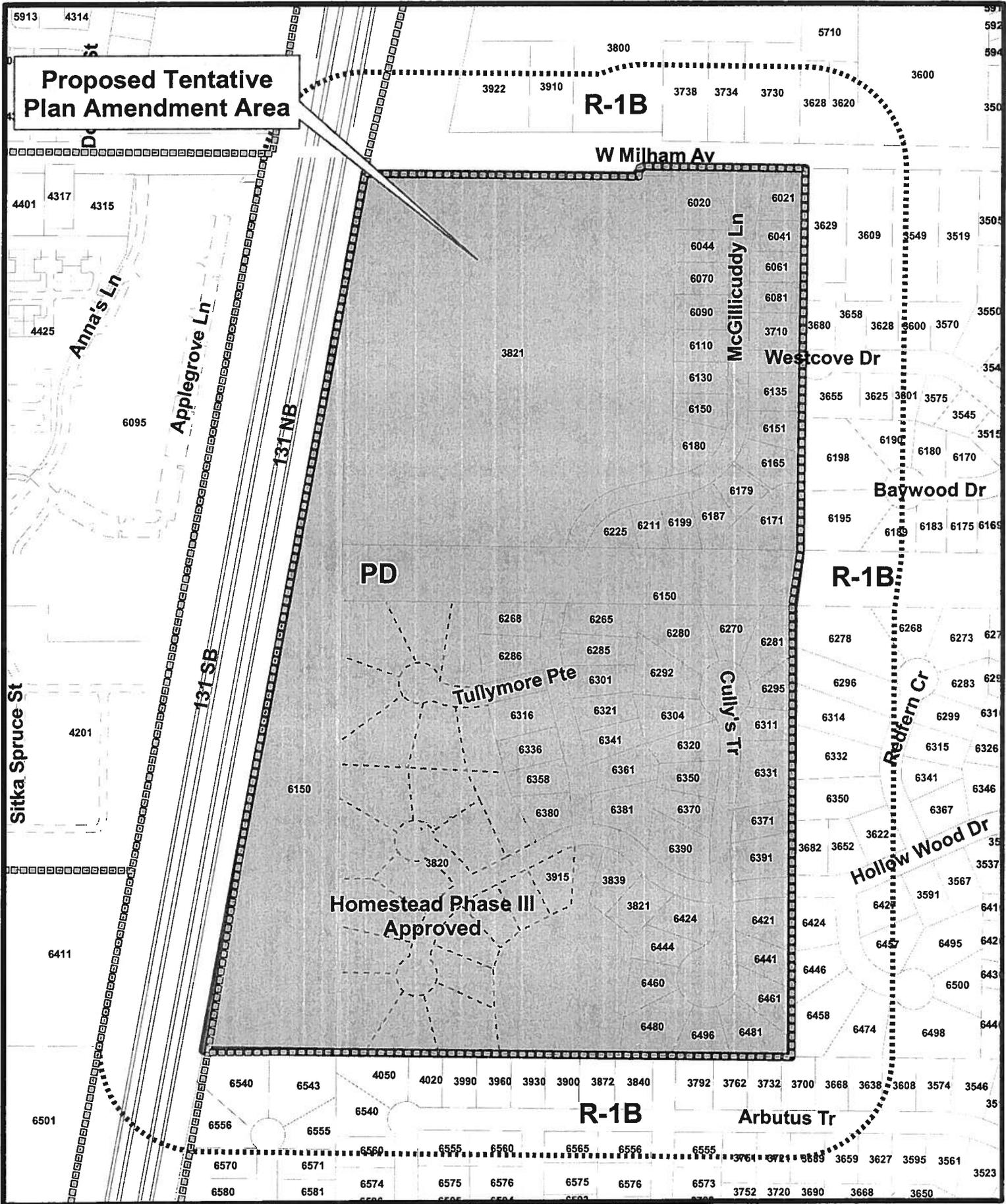
VIII. RECOMMENDATION:

Based upon the above analysis, staff advises the Planning Commission to recommend to City Council that the Tentative Plan Amendment for the Homestead Planned Development, 3821 West Milham Avenue, be approved subject to the following:

1. City Council approval of the applicants request to modify the boundaries of the Van Ripper historic district.
2. Consistent with the 2006 approved tentative and final plans, the access drive for the cottage offices must be moved east, shared with the theme restaurant/office, and align with future development activities planned on the north side of West Milham Avenue.
3. When a final plan for development is submitted involving the existing historic home site, the adequacy of the screening/buffering along the east property line be evaluated and supplemental screening/buffering be required as may be necessary.
4. Removal of the sign located near the south end of pedestrian path that connects the Homestead neighborhood to the Arbutus Trail neighborhood that prohibits non-Homestead residents from using this path.

Finally, and subject to City Council approval of the tentative plan amendment, staff advises the Planning Commission to recommend to City Council approval of the final plan for the three McGillicuddy Lane land divisions. The proposed land divisions have been reviewed by the City Administration in accordance with Article 5, Subdivision and Land Division Regulations, and meet the requirements for approval.

Attachments: Zoning/Vicinity Map
 Aerial photograph
 Proposed Tentative Plan Amendment (narrative and tentative plan layout)
 Previously Approved 2001 Tentative Plan for The Homestead PD (narrative and plan)
 Previously Approved 2006 Tentative Plan for The Homestead PD (narrative and plan)
 Final plan
 Communication received



**Proposed Tentative
Plan Amendment Area**

R-1B

W Milham Av

PD

R-1B

**Homestead Phase III
Approved**

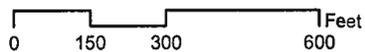
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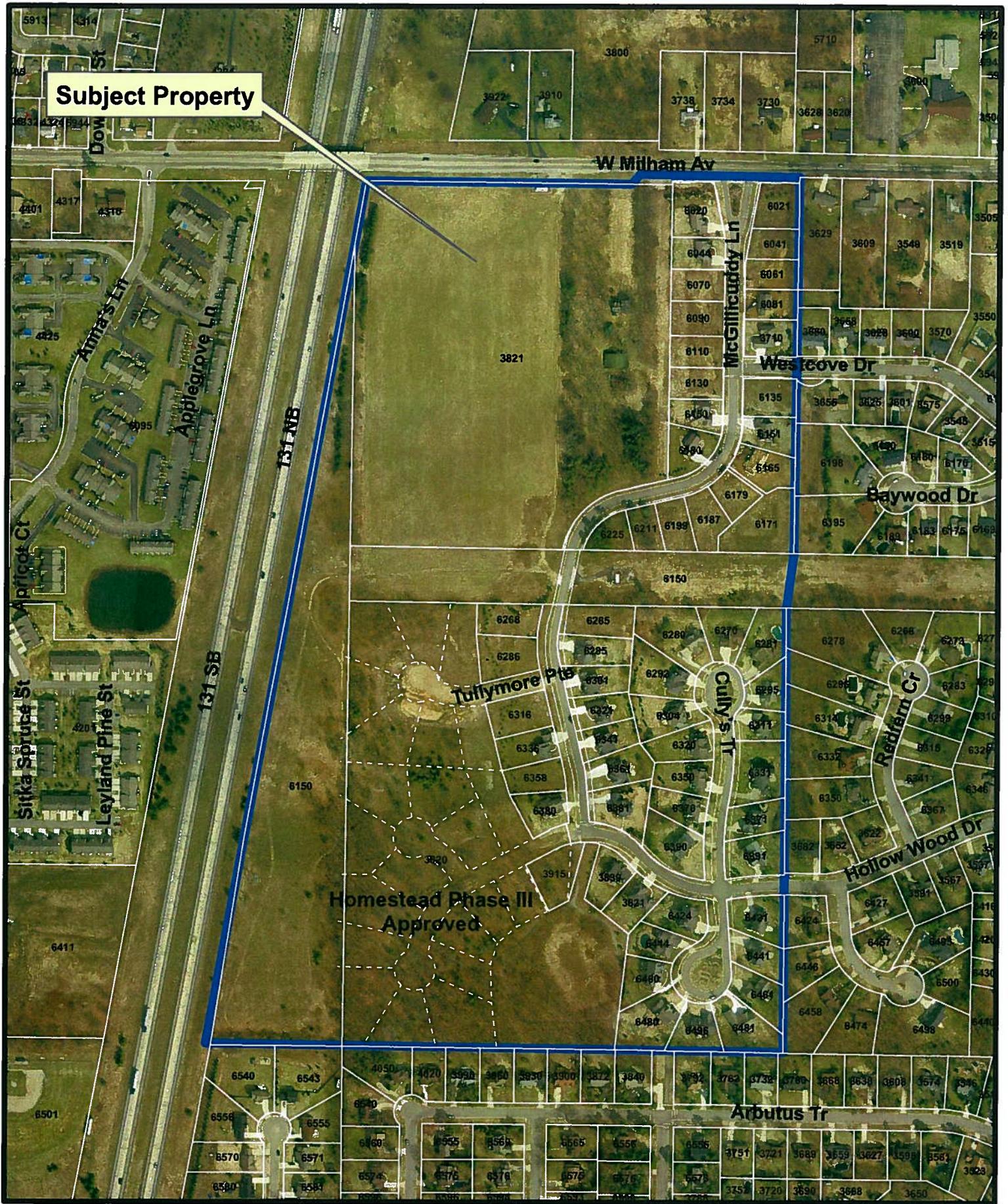
R-1B

Arbutus Tr

-  Proposed Tentative Plan Amendment Area
-  Planned Development Area
-  300' Notification Area

**Tentative Plan (amendment)
3821 West Milham Avenue**





RECEIVED

DEC 30 2011

COMMUNITY DEVELOPMENT

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 R1-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.

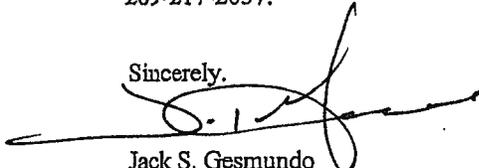
14. This is the last phase of the single family portion of the development. The office and restaurant phases will move forward when the market demand and financing for such improves. Based upon current forecasts, we believe this to be several years out.

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 or 269-217-2057.

Sincerely,



Jack S. Gesmundo



Patrick M. Lynch

enclosure: Tentative Plan for The Homestead Planned Development

MILHAM ROAD



THE ARUTUS TRAIL
NEIGHBORHOOD



The Homestead of Portage
2001 Approved Tentative Plan

American Village
Development Company, Inc.

May 8, 2001

City of Portage Planning Commission
c/o Mr. Jeffrey M. Erickson, AICP
7900 South Westnedge Avenue
Portage, Michigan 49002

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.

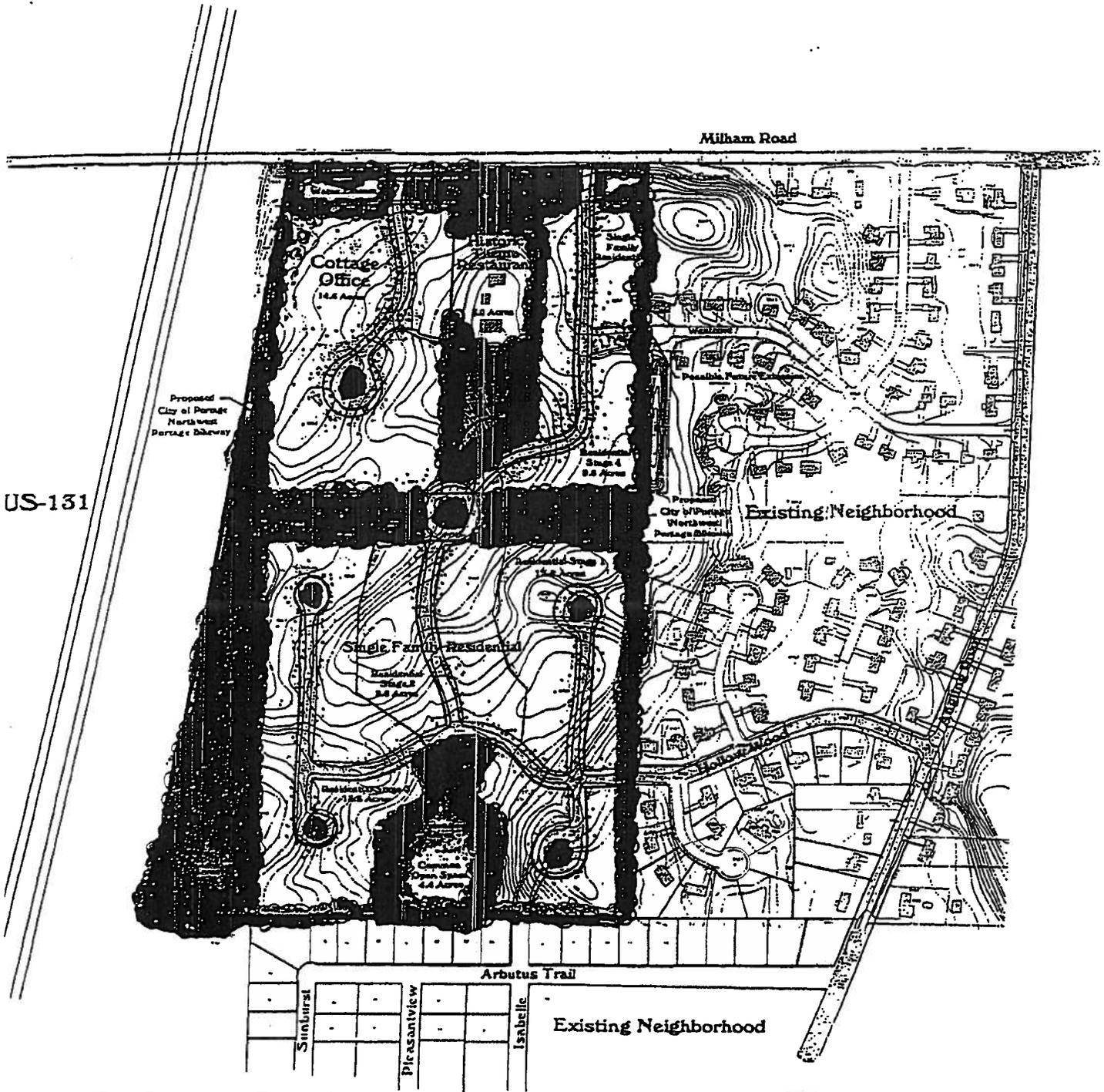
We appreciate your review of our tentative plan for The Homestead Planned Development. We look forward to the opportunity to work on another successful project within the City of Portage. Please contact me directly should you have any questions or concerns relative to our tentative plan at 329-4800.

Sincerely,
American Village Development Company



Greg Dobson

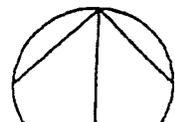
enclosure: Tentative Plan for The Homestead Planned Development



The Homestead of Portage

Scale: 1" = 500'-0"
 Date: May 8, 2001

North



Presented by: American Village Builders

The Homestead of Portage
2006 Approved Tentative Plan

July 13, 2006

City of Portage Planning Commission
C/O Mr. Jeffery M. Erickson, AICP
7900 South Westnedge Ave.
Portage, MI 49002

RECEIVED
JUL 13 2006
COMMUNITY DEVELOPMENT

RE: Submission of Tentative Plan Amendment for the Villas of Secret Gardens.

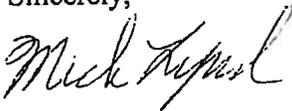
Dear Members of the Planning Commission:

We have worked in cooperation with city staff to revise the previously submitted plan.

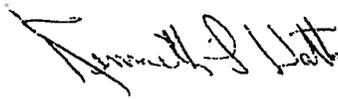
We believe this revised plan addresses all the issues and concerns that were raised at the previous meetings' with the details needed for approval.

We look forward to completion of this unique development.

Sincerely,



Mick Lynch



Kenneth Watts

1. To recap what has transpired to date: On June 7, 2001 the planning commission approved the current property from R-1B one-family residential to PD, planned development. The applicant was American Village Builders. AVB purchased approximately 55 acres and Patrick and Lisa Lynch retained the subject 22.54 acres. The total acreage is 88 acres; this portion of the current request is for the 22.54 acre portion retained by the Lynchs. The Stonehenge Group is buying 19.56 acres and Mick and Lisa Lynch are retaining 2.98 acres.

Stage 1 started in 2002 (24 homes)

Stage 2 started in 2005 (17 homes)

Stage 3 is still to be done (30 homes)

Stage 4 started in 2005 (23 homes)

Cottage office is included in this amendment application

Historic Home/Restaurant – To be determined

See attached plan dated May 8, 2001, which was part of the rezoning application by American Village Builders back in 2001.

Our general purpose is to create a new community that provides new upscale condominiums and a theme restaurant or office with the existing historical home under planned development zoning. Our objective is to develop a community that enhances and embraces the historical property as a centerpiece to the whole community as well as carry on the landscaping theme that has been established in the adjoining homestead development. Our intention is to create an exciting, beautiful entrance with a waterfall, bridge, fountain, ponds and the historical home as the focal point. We believe this provides a much better enhanced transition for the existing single-family homestead development, verses the previously proposed conference center and cottage offices, while at the same time filling a need for active adult luxury condo's. At this time there seems to be an abundance of office space available in Portage. Our proposed community would also lessen the traffic impact during peak time verses the previously proposed development.

2. For the condominium community please see attached plans. As for the remaining 2.98 acres, we will be restoring two of the existing buildings and removing the pole barn structure that is not in keeping with our theme. The 2.98 acres will have a shared entrance as shown on print with access to W. Milham Rd. to help minimize the need for an additional entrance and exit. Various potential restaurant and office tenants are being considered. For the proposed conceptual historical theme restaurant, which includes the existing home, connector and carriage house building total approximate square feet is between 4,000 – 5,000 square feet. Given the nature of these buildings the end usable restaurant space will be approximately 3,000 square feet.

- Please note that the Milham access has been changed to align with the future development to the North
- Adding 20' setback to the North line on Milham for a total of 50'

- Adding 15' setback to the Southeast corner for a total of 65'-0"
 - Adding more burming and stone walls along the East property line to protect the future owners (see attached details on pints and pictures)
 - Maintaining a single entry point verses the previously approved two separate drives (see previously approved attached prints)
 - Moving the previously approved parking that was approved on the East line to once again protect the future homeowners (see previously approved attached prints)
3. There will be two stages, one for the condominium community and one for the historical home restaurant/office.
 4. We would begin construction as soon as we receive all the necessary approvals and permits for the condominium community. The historical home renovation would start at the same time and estimated time for conversion to a historic theme restaurant or office to be started before the end of 2007.
 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 and walking easements (see attached prints).
 6. The proposed community is located on the southeast corner of US-131 and W. Milham Rd. The total area involved is 22.54 acres and owned by Mick and Lisa Lynch, with 19.56 acres proposed for the luxury condominium community and currently under contract to be purchased by the Stonehenge Group, LLC. The remaining 2.98 acres will be retained by Mick and Lisa Lynch for a historic theme restaurant or office. As before mentioned we will be continuing the landscaping theme started in the adjoining Homestead development. We will be using stone retaining walls and adding many trees. Our intention is to preserve as many of the mature trees as possible, especially along US-131. We will also be adding berms and additional trees along the west property line (US-131) and along the eastern portion of the property. More specific landscaped design details have been provided to assure property owners along the east edge of our proposed development that their privacy and back yard view will be protected as shown in the attached plan. The entire east property line will be bounded by dense screening including a serpentine 6 foot high berm with dense spruce and pine trees 8' or taller planted on no more than 7' between the center line of trees. In addition a stone wall will be incorporated into the berm along its' east side facing the Homestead lots. The wall height will oscillate rhythmically with a length of 50 feet or greater behind each Homestead lot. The peak height will be 2.5 feet tapering to grade at each end (see additional details on attached drawing and photographs).
 7. In addition to being under the allowable density use we also have maintained a larger distance from US-131. There is a minimum of 50' from the US-131 right of way and a minimum of 50' along W. Milham Rd where we will add additional landscaping for screening. We have also adjusted our design to get as much

distance as possible away from the existing pump station to our buildings. (See attached plans).

8. As part of creating the condominium, a non-profit corporation for the condominium association will be established. Residents of the development will elect officers and trustees to oversee, decide and assess condominium owners for the maintenance of common and limited common areas within the development. Such areas include, driveways, streets, building exteriors, clubhouse, pool, open spaces and green spaces/lawns. The historical home and property will be maintained by its owners (see attached floor plans and photographs).
9. The uses would include the historical home as a theme restaurant or office, a clubhouse, and four unit buildings for residential living. None of the proposed buildings would exceed two stories in height. See attached prints for bulk and location.
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 will be installed underground. The storm sewer will be retained on site and disposed of via infiltration into the ground. We will have an easement along the Northwest portion of the project area (approximately 500' feet from West Milham South). This easement area is for the purpose of connecting to the Portage trail system (see prints). As mentioned we will have a beautiful entrance to enhance the historical home with three ponds, a waterfall, and fountain as indicated on the prints. We believe this will provide a very aesthetically pleasing view from W. Milham Rd and set the tone for entry into our luxury condominium community.
11. The condominium association will determine and enforce various rules for the development including, clubhouse and pool rules, pet restrictions, building exterior restrictions, and common area usage. Proposed community policies and guidelines are attached. Easements will be granted as necessary to provide utility and city services for the development.
12. Each dwelling unit will have a double garage and space in front of the garage for two additional cars to park, four spaces per dwelling unit total. The clubhouse will be provided with twelve parking spaces. The roadway will be a 28' wide mountable curb & gutter road centered in a 60' private right of way and the road will be private and maintained by the condo association. Public utility easements will mimic the 60' wide private road right of way for construction of public sanitary sewer and water. In reference to traffic, the typical usage will be 2 trips per day x 88 = 176 trips per day during off peak hours. This information supplied by a study done by Epcon of a similar typical community.
13. As per proposed in the attached prints we are installing sidewalks on one side of the street. Sidewalks are not required on both sides of a private street.

14. We expect to submit for the theme restaurant or office by the end of 2007.
15. We will provide performance bonds or irrevocable bank letter of credit as required.

We appreciate your review and consideration for the Villas of Secret Gardens. We look forward to bringing a beautiful new community to the City of Portage. Please contact me or Ken Watts if you have any questions or concerns relative to our tentative plan.

Mick Lynch 269-998-2722

Ken Watts 269-217-1123

Sincerely,



Mick Lynch



Ken Watts

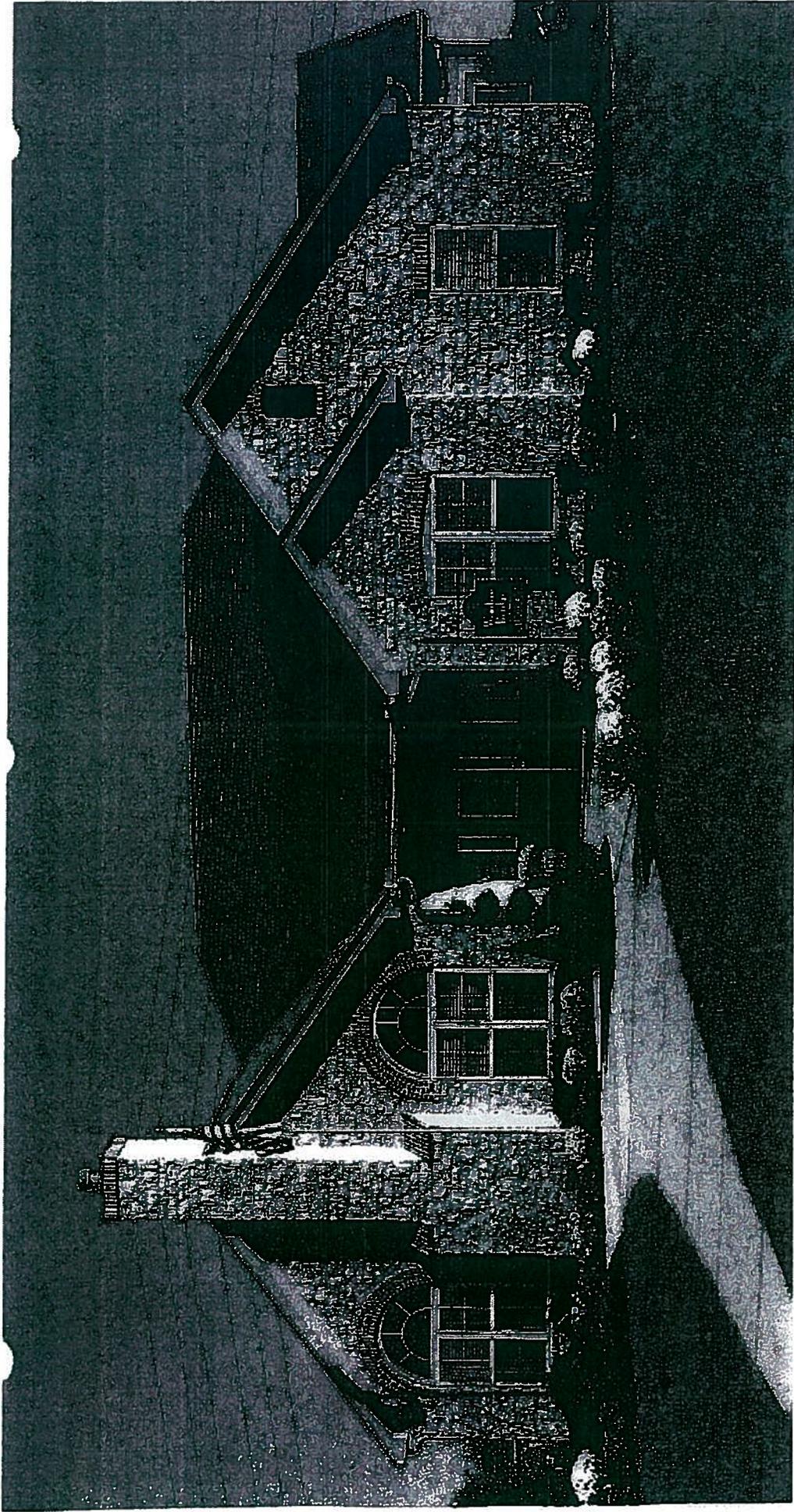
Enclosure: Tentative plan for the Villas of Secret Gardens Planned Development.











European Country Exterior - Clubhouse #9/13/04
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European Country Exterior - Classic Building 09/13/04
©2004 Epmark, Inc. The designs shown here, as well as the entire development system, are the property of Epmark, Inc. and are subject to both copyright and patent protection.

Community Policies and Guidelines

These guidelines have been set forth to expand and detail the information found in the Condominium Declaration and Bylaws under which the Villas [REDACTED] Condominium Association operates. All residents are asked to support these Guidelines in order that the community will be a more attractive and harmonious place to live.

I. Personal Property

All personal property, such as lawn chairs, bicycles, tables, etc., must be kept inside the patio or porch area or the garage. Personal property maintained within the patio area may not be visible above the patio fence, with the exception of patio table umbrellas.

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Condominium Association Board of Trustees.

II. Decorative Items

Until such time as the Condominium Board of Trustees has been elected and minimum guidelines for decorative items are established, display of any of the following is not allowed:

- Wreaths (door or wall)
- Bird feeders or bird baths (tree-hanging or freestanding)
- Flower/plant pots
- Garden hose hangers
- Wall plaques
- Windsocks/wind chimes/decorative flags

A. Holiday Decorations

Christmas lights and decorations are permitted to be placed in the limited common areas and/or on building exteriors provided the decorations do not damage limited common area, building, gutters or siding. They may not be displayed before Thanksgiving Day, and must be removed by no later than January 7th of the following year. Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday.

B. The American Flag

The American Flag may be flown or displayed at anytime following normal flag protocol.

III. Flowers/Landscape Plants

A. Flowers

Flowers may be planted inside the patio fence or directly outside the patio fence or screened porch in the existing mulched area. Flowers are not permitted around any tree. Only annuals that will not exceed the height of the patio fence shall be used. Maintenance of the flowers is the responsibility of the resident and dead annuals are to be removed at the end of the season. Annuals which are not maintained during the growing season will be removed by the grounds keepers and the cost for removal will be billed to the resident.

B. Landscape Plants

Any planting of new shrubs outside the patio area must receive advance approval. Variance request forms are available from the Sales Office.

1. Additional landscape plants, which may be considered, will be a species already in use in the community and which, at maturity, will not exceed the height of the patio fence.
2. Any new planting beds will be limited in size by the Board.
3. New beds must be mulched with matching hardwood.
4. New Plants will become the property of the Condominium Association, who will provide future mulching, pruning and fertilization. However, should any one of the plants die, the resident is responsible for replacement.

IV. Other Items

A. Prohibited Items

The following items will be strictly prohibited in any common area of the Community: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, cypress mulch, swing sets, mounted hose reels, laundry poles or clotheslines, or other such items. Laundry may not be hung over any patio fence (swim suits, towels, rugs, etc., included).

V. Exterior Alterations

No alteration, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board.

A. Patio Gates

Patio gates may be installed at the resident's expense using only the approved design and specifications. Copies of the design and specifications are available at the Sales Office.

B. Storm Doors

Storm Doors may be added at the resident's expense using only the approved design and color. Specific information about approved storm doors may be obtained from the Sales Office.

VI. Windows and Window Coverings

All Window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white, off-white, light beige or light gray on the *exterior side*.

VII. Signs

Nothing may be hung or displayed from inside the windows except professionally prepared "For Sale" and "For Rent" signs or security system decals, which shall be limited in size and number. Developer may place "sold" signs in unit windows prior to owner occupancy. No real estate signs are permitted in any common area.

VIII. Animals

A. No more than one household domestic pet, not bred or maintained for commercial purposes, may be kept in any one home. Pets shall be limited to dogs or cats. However, if an owner has more than one pet when he or she moves into the condominium; and, such pets comply with the requirements of the Declaration of Condominium, up to two (2) pets may be kept by the owner.

B. All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. They shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate clean up of all pet litter.

- C. No pet shall be tethered outside in the lawn or common area; nor shall any pet be tied to any patio fence.
- D. Pet owners may be fined for violation of these policies, at the rate of \$10.00 for the first offense and \$25.00 for each additional offense. If pets become a nuisance, they may be ejected at the discretion of the Board of Trustees.

IX. Parking/Vehicles

No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not garage-able, will be permitted to park in limited common area (in front of garage) for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business and commercial trucks when in the area to perform service or repair work are an authorized exception.

All parking by residents or guests *must be*: (a) within the garage, (b) in the limited common area in front of the garage door, (c) in the parking spaces at the Clubhouse area, or (d) on the side drive in such a manner so as not to block any other residents access to the garage or street. **PARKING IS PROHIBITED IN THE "TURN- AROUND" AREAS AT THE END OF THE DRIVEWAY.** No vehicle may be parked in the clubhouse parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight (48) hours are subject to being towed.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, which are parked in any common or limited common area for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in limited common or common areas except for short-term emergency work (flat tire, battery charge, etc.).

No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owners. The speed limit within the community is *14 mph*. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

X. Swimming Pool

The pool is for the exclusive use of the residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area. The pool rules are:

- A. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.
- B. All children under the age of 18 must be accompanied by an adult resident age 18 or older.
- C. Guests are limited to three (3) per household, and *must be accompanied by a resident at all times*. Guests will be asked to leave if the resident is not present. Pool passes may be required.
- D. The following are *prohibited* in the pool area:
 - Animals or pets
 - Glass or other breakable items
 - Running, diving or disruptive behavior
 - Excessive noise, splashing or radios without headphones
 - Private pool parties
 - All rafts and body floats
 - Electrical Devices
- E. Swimming is permitted only in garments sold as swim wear. Infants must also wear swimsuits – *no diapers are permitted in the water*.
- F. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion), after use.
- G. The pool will be open daily during swimming season until 10:00 p.m.
- H. Wet swimwear is not permitted in the Clubhouse lounge area.
- I. The gas grill is to be operated by adult residents only and cleaned up after use.

XI Community Center (Clubhouse)

The Community Center is for the private use of the residents. It is available for rental to residents only for non-profit parties or meetings. The following policy applies:

- A. A \$175.00 refundable deposit and a \$25.00 rental fee are required. Reservations are granted on a first request basis.
- B. Children and teenage parties are prohibited.
- C. The renting resident will have exclusive use of the party room *only*; the guests *may not* use the pool or exercise equipment, and the pool may not be reserved for any party. No party items will be furnished by the Association.
- D. The renting resident is responsible for *all* clean up and trash removal. Clean up must be done (completely) the day of the party.
- E. Damages to the community center or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting resident will be billed for the difference.

XII. Trash Collection

Trash collection regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal.

All trash for collection must be set out at the main street, next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean up of trash spillage from the containers.

XIII. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the community. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Condominium Association as a planned activity.

XIV. Utilities

Residents are responsible for maintenance and payment of their own gas, electric, cable television, telephone, and for calling to initiate service on the date of possession. Water and sewage utilities are paid for by the Condominium Association.

XV. Condominium Sales

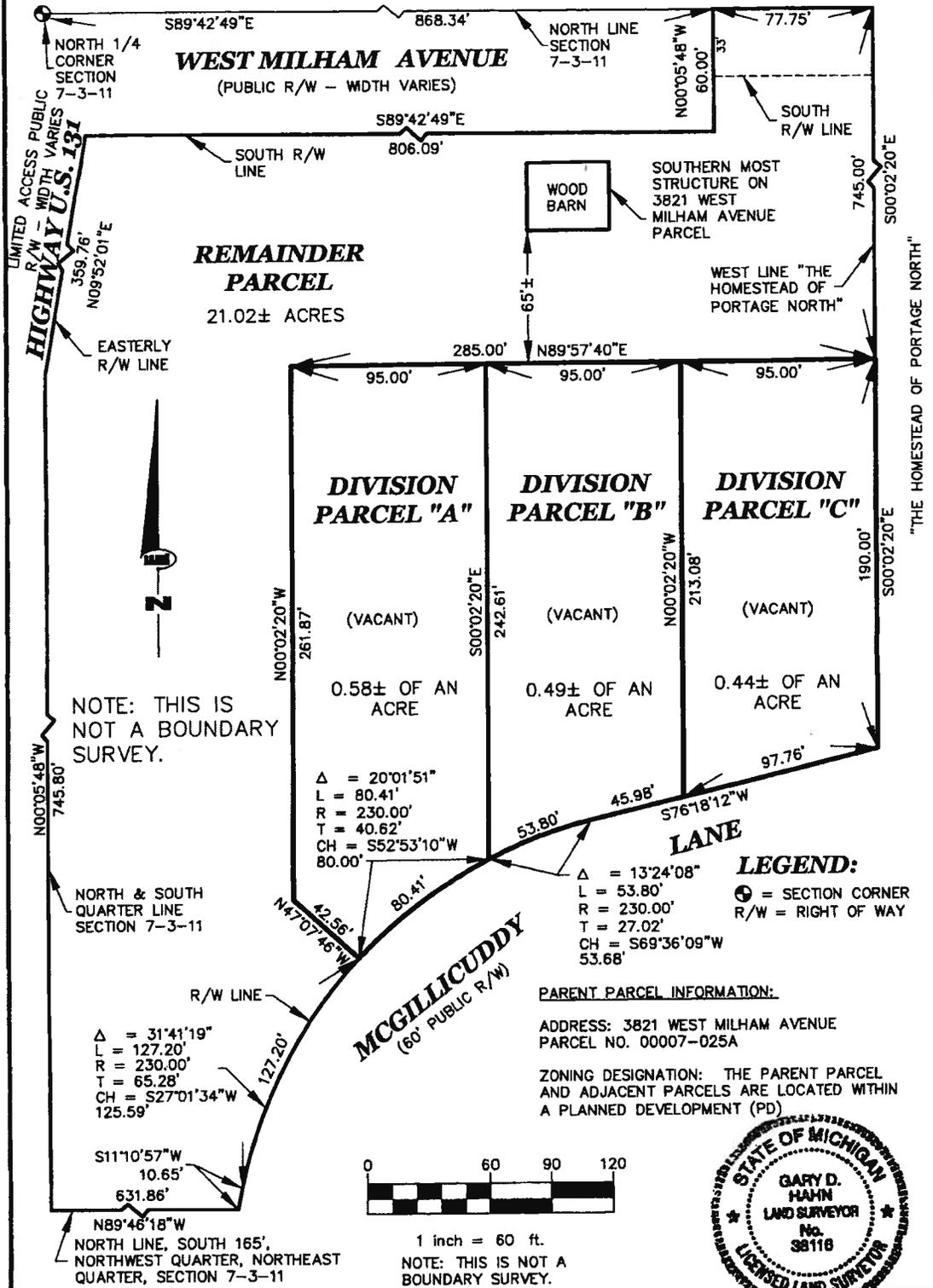
Any owner who sells his or her condominium is responsible for:

- A. Making certain the Association management company is aware of ownership changes at the time a closing date is established.
- B. Making certain all condominium dues are current.
- C. Making certain new owners receive the Condominium Declaration, Bylaws and Community Policies & Guidelines.

XVI. Amendments

These Policies and guidelines may be subject to change from time to time at the discretion, and by a majority vote of the Board of Trustees.

SKETCH OF DESCRIPTIONS IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN.



LEGAL DESCRIPTION OF DIVISION PARCEL "A":

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89° 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 190.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE SOUTH 00° 02' 20" EAST PARALLEL WITH SAID WEST LINE 242.61 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILICUDDY LANE; THENCE SOUTHWESTERLY 80.41 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 52° 53' 10" WEST 80.00 FEET; THENCE NORTH 47° 07' 46" WEST 42.56 FEET; THENCE NORTH 00° 02' 20" WEST PARALLEL WITH SAID WEST LINE 261.87 FEET; THENCE NORTH 89° 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.58 OF AN ACRE MORE OR LESS.

LEGAL DESCRIPTION OF DIVISION PARCEL "B":

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89° 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE SOUTH 00° 02' 20" EAST PARALLEL WITH SAID WEST LINE 213.08 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILICUDDY LANE; THENCE SOUTH 76° 18' 12" WEST ON SAID NORTHERLY RIGHT OF WAY LINE 45.98 FEET; THENCE SOUTHWESTERLY 53.80 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 69° 36' 09" WEST 53.88 FEET; THENCE NORTH 00° 02' 20" WEST PARALLEL WITH SAID WEST LINE 242.61 FEET; THENCE NORTH 89° 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.49 OF AN ACRE MORE OR LESS.

LEGAL DESCRIPTION OF DIVISION PARCEL "C":

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 946.09 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE CONTINUING SOUTH 00° 02' 20" EAST ON SAID WEST LINE 190.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILICUDDY LANE; THENCE SOUTH 76° 18' 12" WEST ON SAID NORTHERLY RIGHT OF WAY LINE 97.76 FEET; THENCE NORTH 00° 02' 20" WEST PARALLEL WITH SAID WEST LINE 213.08 FEET; THENCE NORTH 89° 57' 40" EAST PERPENDICULAR TO SAID WEST LINE 95.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.44 OF AN ACRE MORE OR LESS.

LEGAL DESCRIPTION OF THE REMAINDER PARCEL - 3821 WEST MILHAM AVENUE:

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 7 THAT IS 868.34 FEET SOUTH 89° 42' 49" EAST OF THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89° 42' 49" EAST ON SAID NORTH LINE 77.75 FEET TO THE WEST LINE OF "THE HOMESTEAD OF PORTAGE NORTH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 16, KALAMAZOO COUNTY RECORDS; THENCE SOUTH 00° 02' 20" EAST ON SAID WEST LINE 745.00 FEET; THENCE SOUTH 89° 57' 40" WEST PERPENDICULAR TO SAID WEST LINE 285.00 FEET; THENCE SOUTH 00° 02' 20" EAST PARALLEL WITH SAID WEST LINE 261.87 FEET; THENCE SOUTH 47° 07' 46" EAST 42.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MCGILICUDDY LANE; THENCE SOUTHWESTERLY 127.20 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 230.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 27° 01' 34" WEST 125.59 FEET; THENCE SOUTH 11° 10' 57" WEST ON SAID RIGHT OF WAY LINE 10.65 FEET TO THE NORTH LINE OF THE SOUTH 165.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 89° 46' 18" WEST ON SAID NORTH LINE 631.86 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7; THENCE NORTH 00° 05' 48" WEST ON SAID QUARTER LINE 745.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY U.S. 131; THENCE NORTH 09° 52' 01" EAST ON SAID EASTERLY RIGHT OF WAY LINE 359.76 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST MILHAM AVENUE; THENCE SOUTH 89° 42' 49" EAST ON SAID SOUTH RIGHT OF WAY LINE 806.09 FEET; THENCE NORTH 00° 05' 48" WEST PARALLEL WITH SAID QUARTER LINE 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 21.02 ACRES MORE OR LESS.

SUBJECT TO SURVEY.

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

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED, OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES (REMAINDER PARCEL ONLY).

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

ASSUMED THE NORTH LINE OF SAID SECTION 7 TO BEAR SOUTH 89° 42' 49" EAST PER NOTICE OF COMMENCEMENT DOCUMENT NO. 2002-001008.

CITY OF PORTAGE KALAMAZOO COUNTY

SECTION 7 T 3 S R 11 W

A110992

W WIGHTMAN & ASSOCIATES, INC.
ENGINEERING ♦ SURVEYING ♦ ARCHITECTURE
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
PHONE: (269) 927-0100
FAX: (269) 927-1300
www.wightman-assoc.com

CLIENT: AMERICAN VILLAGE BUILDERS, INC.
JOB NO: (110352)
DATE: SEPTEMBER 28, 2011
SCALE:
DRAWN BY: GDH
CHECKED BY:


GARY D. HAHN

November 22, 2011

City of Portage
Portage Planning Commission
7900 South Westnedge
Portage, MI 49002

RECEIVED

NOV 23 2011

COMMUNITY DEVELOPMENT

Re: American Village Development II, LLC

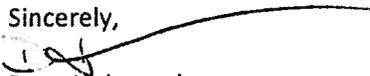
Dear Commissioners,

It is not uncommon for a developer to request an amendment of a "Planned Development" after the original plan is approved. The developer has done a great job with the development so far and I believe they should be required to stick to the original plan.

I realize you may have some negotiations with the developer, but under no circumstances do we believe it is acceptable to change to office use.

We appreciate your notification and consideration.

Sincerely,



Dave Holzwarth
3638 Arbutus Trail
Portage, MI 49024

RECEIVED
JAN 19 2012
COMMUNITY DEVELOPMENT

January 19, 2012

To: Portage Planning Commission

From: The Families of McGillicuddy Lane

RE: Homestead Planned Development, 3821 West Milham Avenue

We are writing this letter in connection with the proposed plan amendment to the Homestead Planned Development and the historic Van Riper property at 3821 West Milham Avenue.

We are residents of the Homestead neighborhood and live on the north side of McGillicuddy Lane. A number of new families have moved into this portion of the Homestead over the last two years many of whom have multiple young children.

The historic Van Riper property runs along the entirety of this portion of McGillicuddy Lane. The property as currently used provides the community with adequate privacy and a pleasant view, and is fully in keeping with spirit of the Homestead neighborhood.

Our major concern with proposed development is the lack of a proper barrier between the Van Riper property and the houses that line the west side of McGillicuddy Lane. The current barrier plan is wholly inadequate to insuring these families' quiet enjoyment of their property and will negatively impact all the residents of this portion of McGillicuddy Lane. The proposed low berm and minimal plantings do not afford sufficient protection regardless of how the historic house is developed (i.e. even if the property is eventually turned into offices or single family homes). However, the idea of a parking lot directly behind a number of our houses, at eye level to our family rooms and/or children's bedrooms, with cars presumably coming and going until late at night, clearly raises significant additional concerns.

It is our understanding that the Planning Commission will revisit the barrier plan between the Van Riper property and the McGillicuddy Lane houses before any development commences. We are writing today to express our strong desire to be a part of those future conversations to help determine the best way to address our concerns. At a minimum any barrier plan would require a much higher berm and significantly more trees than the current plan. Other potential ideas include relocating the parking lot or designating the area behind the historic house as green space (it is our understanding that the development must have such an area). We look forward to discussing these issues in greater depth with the developer and the Planning Commission at the appropriate time.

Thank you for your time and consideration in addressing our concerns.

Sincerely,

The Families of McGillicuddy Lane

By: Erica Wilkinson

Name: Erica Wilkinson

Address: 6188 McGillivray Lane Portage MI 49024

By: Shabnam Ghazi - Ahmad

Name:

Address: 6110 McGillivray Lane Portage MI 49024

By:

Name:

Address:

By:

Name:

Address:

Carol & Louis Cherni

6130 McGillivray Ln Portage MI 49024

By:

Name:

Address:

Scott + Jessica

Scott + Jessica Lakey
6165 McGillivray

By:

Name:

Address:

STEVEN MICALLET

6081 McGillivray

By:

Name:

Address:

Kevin Dillon

6061 McGillivray Lane

By:

Name:

Address:

Angeles & Joyce De Leon

6135 McGillivray Ln

By:

Name:

Address:

Denuta & Dennis Ryjewski

6150 McGillivray Ln.

By: *Brian J. Gallagher* *Lisa B. Gallagher* 1/19/2012
Name: *Brian Gallagher and Lisa Gallagher*
Address: *6090 McGillicuddy Lane*

By: *Dennis & Susan Groom*
Name:
Address: *6070 McGillicuddy Lane*

By: *MEZVIN HUFF*
Name:
Address: *6020 MCGILICUDDY LN*

By:
Name:
Address:

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 6, 2012

FROM: Maurice S. Evans, City Manager



SUBJECT: Final Plan for Oakland Hills Condominiums (Phase III), 8716 Oakland Drive

ACTION RECOMMENDED: That City Council approve the Final Plan for Oakland Hills Condominiums (Phase III), subject to the applicant reconfirming the wetland boundary with concurrence from the Michigan Department of Environmental Quality, before issuance of building permits for those units located adjacent to the wetland area.

Attached is a report from the Community Development Director concerning the Final Plan for Phase III of the Oakland Hills Condominiums Planned Development (PD) submitted by American Village Development. The Final Plan for Phase III proposes construction of 22 single-family attached condominium units, extension of the interior private street network and associated site improvements in the southwest area of the project site.

The Oakland Hills Condominiums PD rezoning/tentative plan (82 acres) was initially approved by City Council in February 2005 and amended in August 2006. Challenging economic conditions have slowed the anticipated construction schedule and, as a result, American Village Development has modified the phasing schedule for the development. Consequently, the previously approved "Future Phase II" area of the PD is now proposed as Phase III and Future Phase IV. The Final Plan for Phase III substantially conforms to the approved tentative plan.

The Planning Commission reviewed the project during the February 2, 2012 meeting and recommended that the Final Plan be approved, consistent with the recommendation from the City Administration. It is recommended that City Council approve the Final Plan for Oakland Hills Condominiums (Phase III), 8716 Oakland Drive, subject to the applicant reconfirming the wetland boundary, with concurrence from the Michigan Department of Environmental Quality, before issuance of building permits for those units located adjacent to the wetland area

Attachment: Department of Community Development Communication

CITY OF PORTAGE

COMMUNICATION

TO: Maurice S. Evans, City Manager

DATE: February 6, 2012

FROM: Vicki Georgeau, Director of Community Development

SUBJECT: Final Plan for Oakland Hills Condominiums (Phase III), 8716 Oakland Drive.

American Village Development has submitted a Final Plan for construction of Phase III of the Oakland Hills Condominiums Planned Development (PD). The Final Plan includes the construction of 22 additional attached single-family residential condominium units, extension of the interior private street network and associated site improvements along the southwest portion of the property.

In February 2005, City Council approved the original rezoning/tentative plan for the Oakland Hills Condominiums PD. The final plan for Phase I, which included 54 attached condominium units, a clubhouse and related improvements, received City Council approval in November 2005. In August 2006, City Council approved an amendment to the tentative plan that resulted in a reduction in the total number of dwelling units from 180 units to 138 units, changes to the construction phasing plan and storm water management system and modifications to the 100-year floodplain adjacent to the Portage Creek. The final plan for Phase II, which included 30 attached condominium units and related improvements, received City Council approval in January 2010. The final plan for Phase II also included a revised phasing schedule that proposed construction of the remaining condominium units (referenced as "Phase II Future" on the approved plan) between Fall 2011 and Fall 2013. As described in the January 27, 2012 letter from Mr. Jack Gesmundo (American Village Development), the developer has proposed to modify the phasing schedule, with Phase III ready to begin construction in 2012 and Future Phase IV (remaining 30 units) between 2013 and 2015.

The Final Plan for the Oakland Hills Condominiums PD (Phase III) has been designed in substantial conformance with the approved tentative plan as amended in 2006 and Zoning Code Section 42-375.H., Standards for final plan. While challenging economic conditions have slowed the anticipated construction schedule since the original 2005 rezoning/tentative plan approval, the overall development plan for the Oakland Hills Condominiums remains virtually identical to the approved tentative plan as amended in terms of gross residential density, building layout and coverage, common open space, access and the location/design of streets and utilities.

In a report dated January 27, 2012, the Department of Community Development recommended approval of the Final Plan for Oakland Hills Condominiums (Phase III) subject to the applicant reconfirming the wetland boundary, with concurrence from the MDEQ, before issuance of building permits for those units located adjacent to the wetland area. At the February 2, 2012 meeting, the Planning Commission voted unanimously to recommend City Council approval of the Final Plan with the same condition. Attached find the Planning Commission transmittal and draft meeting minutes, Department of Community Development communication and related materials.

Attachments: January 27, 2012 Department of Community Development report (with attachments)
Planning Commission transmittal dated February 3, 2012
Planning Commission (Draft) meeting minutes from February 2, 2012

TO: Planning Commission **DATE:** January 27, 2012
FROM: Vicki Georgeau, Director of Community Development
SUBJECT: Final Plan for Oakland Hills Condominiums (Phase III), 8716 Oakland Drive.

I. INTRODUCTION/BACKGROUND:

A final plan has been submitted by American Village Development for approval to construct Phase III of the Oakland Hills Condominiums Planned Development (PD). Phase III of the project proposes construction of 22 single-family attached condominium units, extension of the interior private street network and associated site improvements along the southwest portion of the subject property.

As background for the Commission, the Oakland Hills Condominiums PD rezoning/tentative plan was initially approved in February 2005. The final plan for Phase I of the development, which involved construction of 54 attached single family residential condominium units, a clubhouse, off-street parking areas and associated improvements on approximately 39 acres, received City Council approval in November 2005. In August 2006, City Council approved an amendment to the tentative plan that resulted in a 23% reduction in the total number of dwelling units from 180 units to 138 units, and also approved changes to the construction phasing plan, storm water management system and modifications to the 100-year floodplain adjacent to the Portage Creek. In January 2010, City Council approved the final plan for Phase II of the development, which involved construction of 30 attached single family residential condominium units, extension of interior private streets and associated improvements on approximately 24 acres. The final plan for Phase II also included a revised phasing schedule that proposed construction of the remaining condominium units (referenced as "Phase II Future" on the approved plan) between Fall 2011 and Fall 2013.

II. FINAL PLAN REVIEW/ANALYSIS:

The final plan for Phase III of the Oakland Hills Condominiums planned development has been designed in substantial conformance with the 2006 approved tentative plan and Section 42-375.H (Standards for final plan). The overall development plan for the Oakland Hills Condominiums remains virtually identical to the 2006 approved tentative plan amendment in areas of total dwelling units, gross residential density, building layout and coverage, common open space, access and the location/design of streets and utilities. The applicant is, however, proposing to modify the phasing schedule as indicated in the attached letter. As shown in the table below, Phase II Future was anticipated to occur between Fall 2011 and Fall 2013. However, challenging economic conditions have slowed the originally anticipated application/construction schedule. The developer is now proposing to split Phase II Future into Phases III and IV with Phase III ready to begin construction in 2012 and Phase IV between 2013 and 2015. As information for the Commission, a separate final plan for Phase IV will be submitted by the developer for Planning Commission/City Council review and approval at a later date.

The following table summarizes the consistency between the 2006 Tentative Plan amendment and approved/proposed final plans for the Oakland Hills Condominiums development. A copy of the 2006 Tentative Plan as approved by City Council is attached for Commission review.

| OAKLAND HILLS CONDOMINIUMS | | |
|-----------------------------------|--|---|
| Element | 2006 Tentative Plan | 2012 Final Plan (Phase III) |
| Building Setbacks | 40-foot perimeter 25-foot (front) back from road 20-foot between buildings | 40-foot perimeter 25-foot (front) back from road 20-foot between building |

| Element | 2006 Tentative Plan | 2012 Final Plan (Phase III) |
|-------------------|--|---|
| Phasing | Phase I (Fall 2005--Fall 2007) Phase II (Fall 2006--Fall 2010) Phase II Future (Fall 2011--Fall 2013)* * Revised January 2010 | Phase I (Spring 2006 – Fall 2010) Phase II (Winter 2010 – Fall 2011) Phase III (2012 – 2014) Future IV (2013 – 2015) |
| Units/Phase | Phase I - 54 units Phase II - 30 units Phase II Future - <u>54 units</u> 138 units (Total) * Revised January 2010 | Phase I - 54 units Phase II - 30 units Phase III - 22 units Future IV - <u>30 units</u> 136 units (Total) |
| Streets (private) | 26-foot wide, rolled concrete curbs | 26-foot wide, rolled concrete curbs |
| Sidewalks | One side of interior private street Portion of Oakland Drive frontage Future pedestrian trail (open space) | One side of interior private street Portion of Oakland Drive frontage Future pedestrian trail (open space) |

Access to the Oakland Hills Condominiums development will continue through the existing boulevard entrance from Oakland Drive and the stabilized gravel drive (for construction and emergency vehicle access) located further south on Oakland Drive. The stabilized gravel drive will be paved upon completion of Phase IV. The internal private street network will be extended to accommodate Phase III and will be maintained by the condominium association. Installation of 5-foot wide concrete sidewalks along one side of all interior private streets will continue with Phase III. Municipal water and sanitary sewer will be extended to serve Phase III and storm water runoff will be directed to a series of existing retention areas with two emergency overflow pipes extended beneath Oakland Hills Circle within Phase IV. These emergency overflow discharges will protect single family residential condominiums and will only be necessary in the event of an unusual rain event (100-year storm event).

Located adjacent to Portage Creek is a 100-year floodplain boundary. All construction activities associated with the project must occur outside of this area unless otherwise permitted by the Michigan Department of Environmental Quality (MDEQ). As described in the 2006 Tentative Plan Amendment and shown on the final plan, several condominium buildings located in Phase IV and related improvements are proposed to be constructed within a portion of the 100-year floodplain. The proposed floodplain modification involves a minor amount of filling (less than 500 cubic yards) and approximately 2-6 inches across the floodplain area. In conjunction with the proposed floodplain modification, the applicant is also considering potential enhancements to a section of Portage Creek including elimination of the “drain-channel” appearance and re-establishment of a more natural path and installation of boulders and vegetation. The applicant is aware that any proposed modification to the 100-year floodplain and/or Portage Creek will require appropriate approvals/permits from the MDEQ.

Also located on this site, including an area adjacent to Portage Creek, are designated wetlands as identified in a revised January 2005 report prepared by an environmental consultant retained by the applicant. The consultant acknowledges that the report was prepared “...outside the growing season for this area.” The consultant further states that wetland resources are dynamic and the wetland assessment is valid for one year (one growing season) only. Given the time of year the wetland delineation was completed, length of time that has elapsed since the initial delineation and Phase III construction activities planned to occur in close proximity to the 2005 wetland boundary, it is appropriate that the 2005 wetland boundary be reconfirmed, with concurrence from the MDEQ, before commencement of building construction adjacent to the wetland area.

III. RECOMMENDATION:

The final plan has been reviewed by the City Administrative departments. Staff advises that the Planning Commission recommend to City Council that the Final Plan for Oakland Hills Condominiums (Phase III), 8716 Oakland Drive, be approved subject to the applicant reconfirming the wetland boundary, with concurrence from the MDEQ, before issuance of building permits for those units located adjacent to the wetland area.

Attachment: January 27, 2012 Letter from Jack Gesmundo (American Village Development)
Final Plan Sheets for Phase III
Approved Tentative Plan Amendment (August 2006)

S:\2011-2012 Department Files\Board Files\PLANNING COMMISSION\PC Reports\Site Plans\Oakland Hills Condos (Phase III), 8716 Oakland Drive - Final Plan.doc



American Village Builders, Inc.*

RECEIVED
JAN 27 2012
COMMUNITY DEVELOPMENT

January 27, 2012

City of Portage
Mr. Christopher Forth, AICP
2900 S. Westnedge Ave.
Portage, MI 49002

RE: Oakland Hills Phase II Final Plan and Utility Review

We are excited to submit to you phase III of Oakland Hills for Final Plan and Utility Review. This submittal is for a previously approved phase Planned Unit Development.

The Oakland Hills Community has been established as one of the premier condominium communities in Portage and Southwestern Michigan. As with all of our developments, our focus is on creating great neighborhoods that have lasting value.

Oakland Hills is an exceptional community starting with a beautiful natural winding entry that creates a "sense of arrival". At the heart of this community is a clubhouse and swimming pool. The land adjacent to the west is the Gourdneck State Forest, to the south is the Portage Creek and to the north we border wetlands.

Oakland Hills Phase I & II included 84 units of attached condominiums. The first condominium unit was completed and sold in June 2006. To date, we have sold a total of 72 condominiums plus 1 more home is under contract.

We are fortunate to have the sold 72 homes since opening, but due to the economy we are behind in our overall development plan. The previously approved "Phase II future" has been broken down into Phase III and Phase IV. The previously approved and proposed times for application and construction are as follows:

Previously Approved

| | |
|-----------------|-----------------------------------|
| Phase I | Fall of 2005 through fall of 2007 |
| Phase II | Fall of 2006 through fall of 2010 |
| Phase II Future | Fall of 2011 through fall of 2013 |

Proposed

| | |
|-----------|-------------------------------------|
| Phase III | Spring of 2012 through fall of 2014 |
| Phase IV | Winter of 2013 through fall of 2015 |

Phase III will include 22 condominium homes. The condominiums will consist of two unit buildings. The development phase lines have been included on the submitted plans. The site plan and the associated phasing lines shows how each stage of the development is independent yet designed to integrate into the development. Phase III sites plus the remaining nine sites in phase II will give us 31 available units or approximately two years of inventory.

The new lending requirements for loans to be saleable on the secondary market (Freddie Mac & Fannie Mae) minimize the number of condominium units you can have available compared to the number of units under contract and/or sold. The maximum number of units you can have available cannot exceed 30% of the total units developed to have marketable mortgages for the individual purchaser. Upon recording of Phase III master deed, Oakland Hills will have a total of 106 units x 70% = 74 units need to be sold and/or under contract to have marketable mortgages.

Oakland Hills Circle serves as the collector road and connects to Oakland drive at two locations. The portion of Oakland Hills Circle that is in Future Phase IV has been graveled and is maintained and plowed for snow removal to allow full time access for emergency and construction traffic.

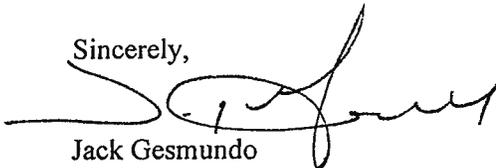
We are currently offering of nine different floor plans. This includes six plans in our Creekside series and three plans in our Forestview series. The square footage range is from 1,200 to 2,500 square feet on the main level. It is anticipated that the average sale price will range from \$275,000 to \$400,000+/-.

Parking will be accommodated in the driveways of each unit. Additionally, the 26 foot wide streets will be posted for parking on one side of the street only. We have used a 40' set back around the entire perimeter of the property. In addition we will maintain 20' between each building and a 25' front setback from the edge of road.

Sidewalks are included on one side of the interior roads per the drawings and a sidewalk has been established along a portion of the west side of Oakland Drive in the approved areas in order to further provide pedestrian access along Oakland Drive.

We look forward to the opportunity to discuss this plan with City Staff, Planning Commission and City Council. We feel this will be an extension of a first-class development for the City of Portage and American Village Development II, L.L.C.

Sincerely,



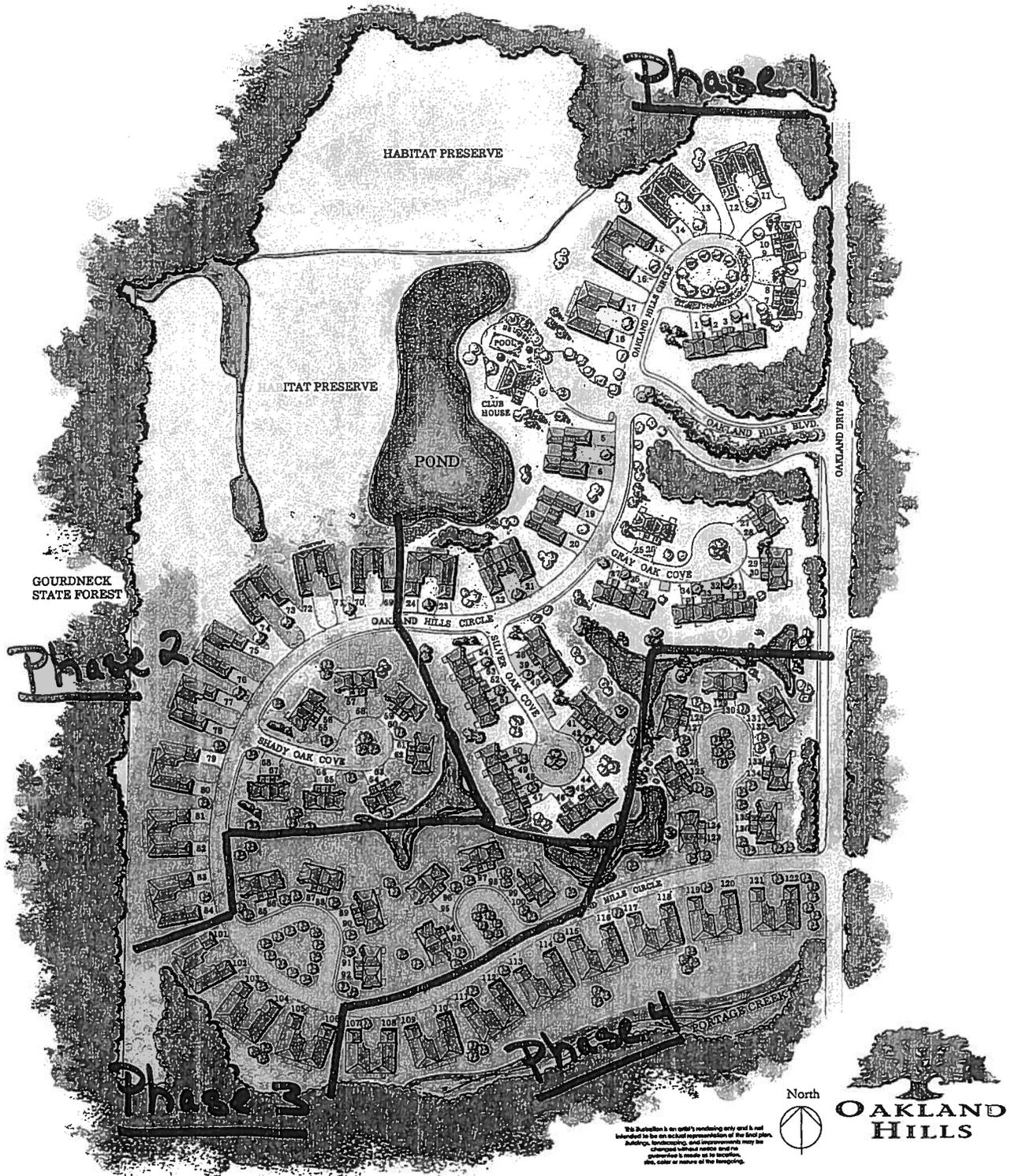
Jack Gesmundo
Principal

CC. Joseph Gesmundo, Daryl Rynd & Greg Dobson

Welcome To Oakland Hills

An island of luxurious condominium living set amidst Gourdneck State Forest, Portage Creek, and a habitat preserve.

A neighborhood unlike any other—set in tranquility, so close to everything—where the subtle splendor of your home is surrounded and complemented by nature's flawless beauty.



Civil Construction Drawings

Oakland Hills - Phase III

City of Portage
Kalamazoo County, Michigan
1/27/12

RECEIVED
JAN 27 2012
COMMUNITY DEVELOPMENT

OWNER
AMERICAN VILLAGE DEVELOPMENT II, LLC
4200 W. CENTRE AVENUE
PORTAGE, MI 49024
269.329.4800

CONSTRUCTION MANAGER



AVB CONSTRUCTION, INC.
4200 W. CENTRE AVENUE
PORTAGE, MI 49024
269.329.2022

PLANS PREPARED BY:



hurley & stewart, llc
2000 south 11th street
kalamazoo, michigan 49009
269.329.4800 fax 269.4981
www.hurleyandstewart.com



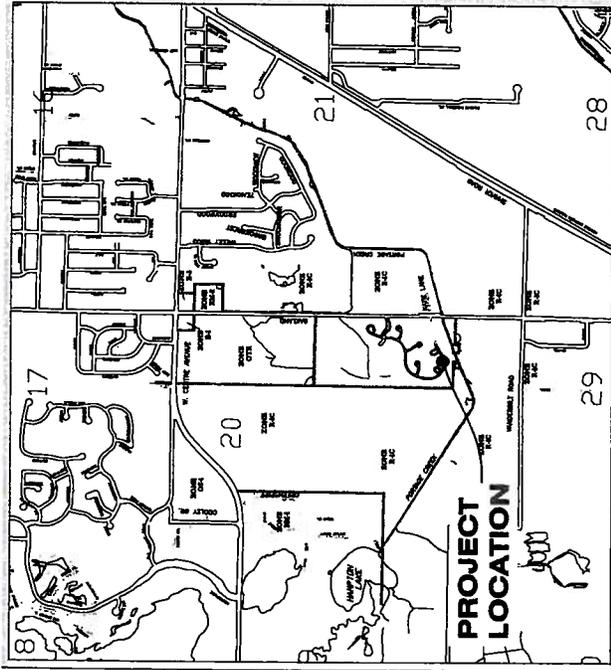
UTILITY CONTACTS:

- CONSOLIDATED ENERGY CO. ELECTRIC/ GAS
2000 SOUTH 11TH STREET
KALAMAZOO, MI 49001
269.327.8200
- CABLE TELEVISION
MICHIGAN COMMUNICATIONS
1475 COMMERCIAL AVE.
MOUNT PLEASANT, MI 48859
588.777.8152
- TELEPHONE
AT&T - JOHNSON
5815 WALDOVE, # 6001
388.384.4272
- WATER/ SANITARY
CITY OF PORTAGE
EARTHTECH WATERSEWERAGE ANDSE
PORTAGE, MI 49024
(269) 329-1022

DRAWING INDEX

| SHT # | DESCRIPTION |
|-------|---------------------------------------|
| C-0 | TITLE SHEET |
| C-1 | OVERALL DEVELOPMENT PLAN |
| C-2 | EXISTING CONDITIONS & DEMOLITION PLAN |
| C-3 | SITE LAYOUT PLAN |
| C-4 | GRADING & SOIL EROSION PLAN |
| C-5 | UTILITY PLAN |
| C-6 | PROFILES |
| C-7 | SITE DETAILS |
| C-8 | UTILITY DETAILS |

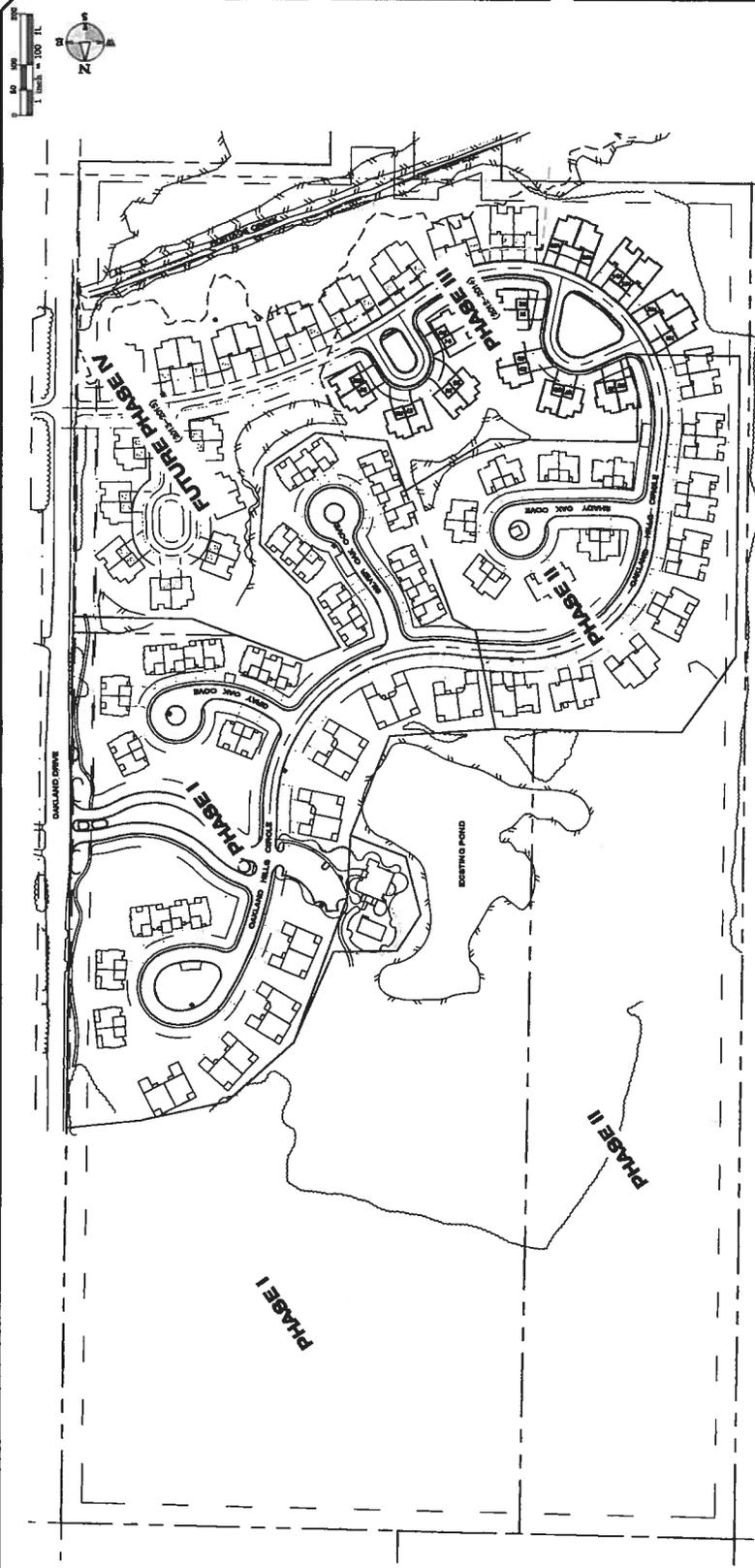
NOTE: THESE PLANS SHOW MINIMUM INFRASTRUCTURE FOR PHASES 3 & 4 BUT ONLY PHASE 3 THE PLANNING PHASES WILL BE CONSTRUCTED FOR AS BOTH PHASES WILL BE CONSTRUCTED FOR AS



SITE LOCATION MAP
SCALE: 1" = 200'



ISSUED FOR: BULLETIN 1 - CITY COMMENTS & PERMITS
1/27/12



811
 Always where's below.
 Call before you dig.

THE INFORMATION ON THIS PLAN IS THE PROPERTY OF HURLEY & STEWART, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HURLEY & STEWART, LLC.

FIELD WORK PERFORMED BY:
 LAND TECH PROFESSIONALS

SITE STATISTICS (COUNTS)

PHASE I
 24.966 ACRES
 24 TOTAL UNITS = 1.40 UNITS PER ACRE
 TOTAL DWELLING UNITS = 64 CONSTRUCTION TYPE I-9
 (1) TYPE A UNITS 2,000-2,500 SFT UP TO 30' STREET HEIGHT
 (2) TYPE B UNITS 1,100-1,500 SFT UP TO 30' STREET HEIGHT
 (3) CLUSTERHOUSE APPROX. 4000 SFT UP TO 30' STREET HEIGHT

PHASE II
 2.793 ACRES
 26 TOTAL UNITS = 9.32 UNITS PER ACRE
 TOTAL DWELLING UNITS = 26 CONSTRUCTION TYPE I-9
 (1) TYPE A UNITS 2,000-2,500 SFT UP TO 30' STREET HEIGHT
 (2) TYPE B UNITS 1,200-1,500 SFT UP TO 30' STREET HEIGHT

PHASE III
 2.793 ACRES
 26 TOTAL UNITS = 9.32 UNITS PER ACRE
 TOTAL DWELLING UNITS = 26 CONSTRUCTION TYPE I-9
 (1) TYPE A UNITS 2,000-2,500 SFT UP TO 30' STREET HEIGHT
 (2) TYPE B UNITS 1,200-1,500 SFT UP TO 30' STREET HEIGHT

FUTURE PHASE IV
 2.793 ACRES
 26 TOTAL UNITS = 9.32 UNITS PER ACRE
 TOTAL DWELLING UNITS = 26 CONSTRUCTION TYPE I-9
 (1) TYPE A UNITS 2,000-2,500 SFT UP TO 30' STREET HEIGHT
 (2) TYPE B UNITS 1,200-1,500 SFT UP TO 30' STREET HEIGHT

PHASING
 PHASE I PROVIDED WITH 1 CAR GARAGE, VECTOR PARKING PROVIDED
 PHASE II PROVIDED WITH 1 CAR GARAGE, VECTOR PARKING PROVIDED
 PHASE III PROVIDED WITH 1 CAR GARAGE, VECTOR PARKING PROVIDED
 PHASE IV PROVIDED WITH 1 CAR GARAGE, VECTOR PARKING PROVIDED

SETBACKS
 SETBACKS = 40' ON ALL SIDES OF PROPERTY
 SETBACKS = 20' FROM INTERIOR ROAD
 SETBACKS = 20' SEPARATION BETWEEN BUILDINGS

GENERAL DEVELOPMENT
 SEE BUILDING PLANS FOR MORE DETAIL AND DIMENSIONS.

UTILITIES
 SEE UTILITIES PLAN FOR MORE DETAIL AND DIMENSIONS.

CONSTRUCTION
 CONSTRUCTION TYPE I-9
 CONSTRUCTION TYPE I-9
 CONSTRUCTION TYPE I-9
 CONSTRUCTION TYPE I-9

NOTES
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

HURLEY & STEWART
 ARCHITECTS
 2800 SOUTH 11TH STREET
 KATHLEEN M. HURLEY, ARCHITECT
 288.552.4850
 www.hurleyandstewart.com

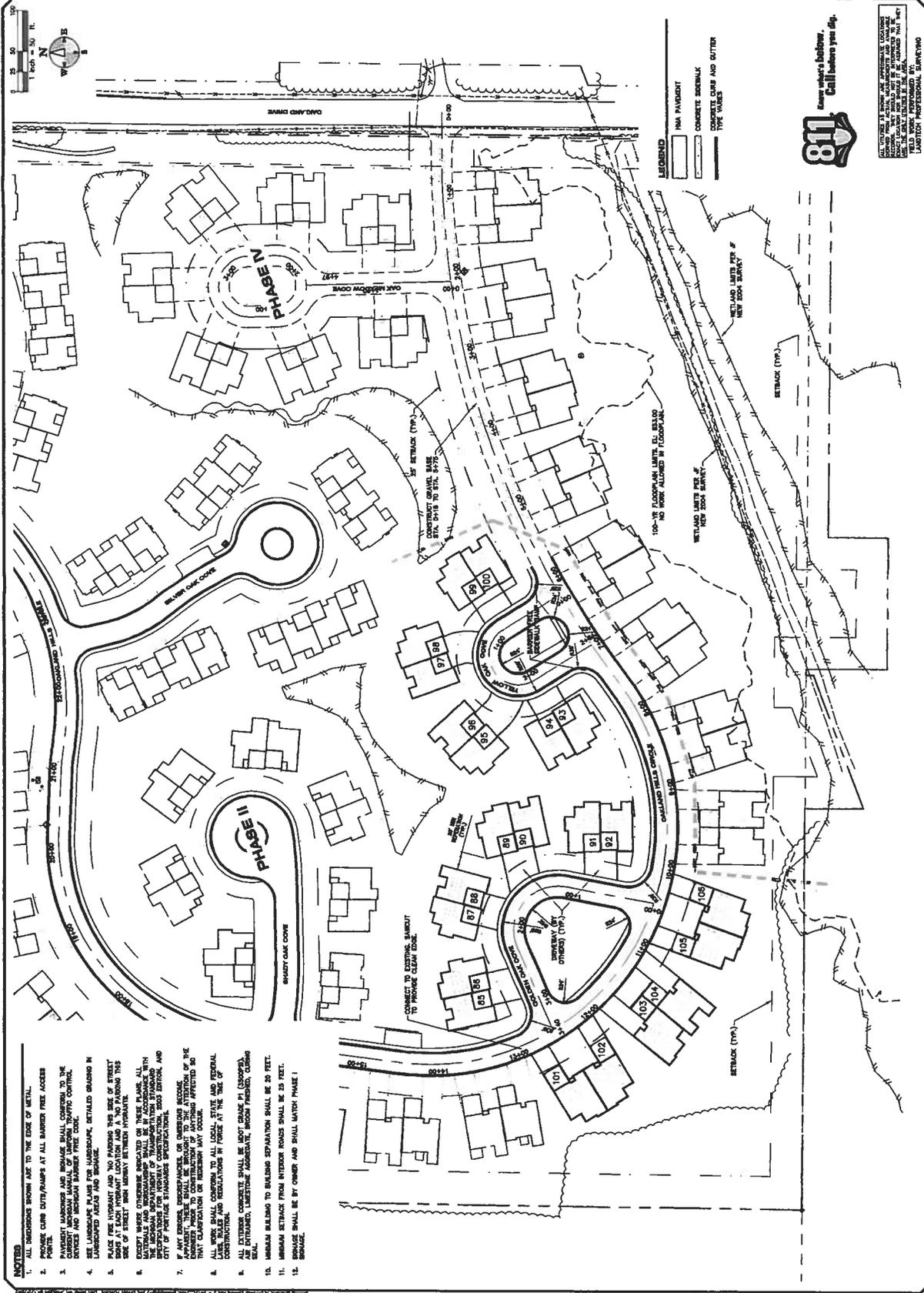
COMMENT © of Hurley & Stewart, LLC
 12/2/11
 1. DESIGN & SITE PLAN REVIEW
 2. BALKEN - CITY COMMENTS & POINTS
 1/27/12

SITE LAYOUT PLAN - PHASE III

AVD II

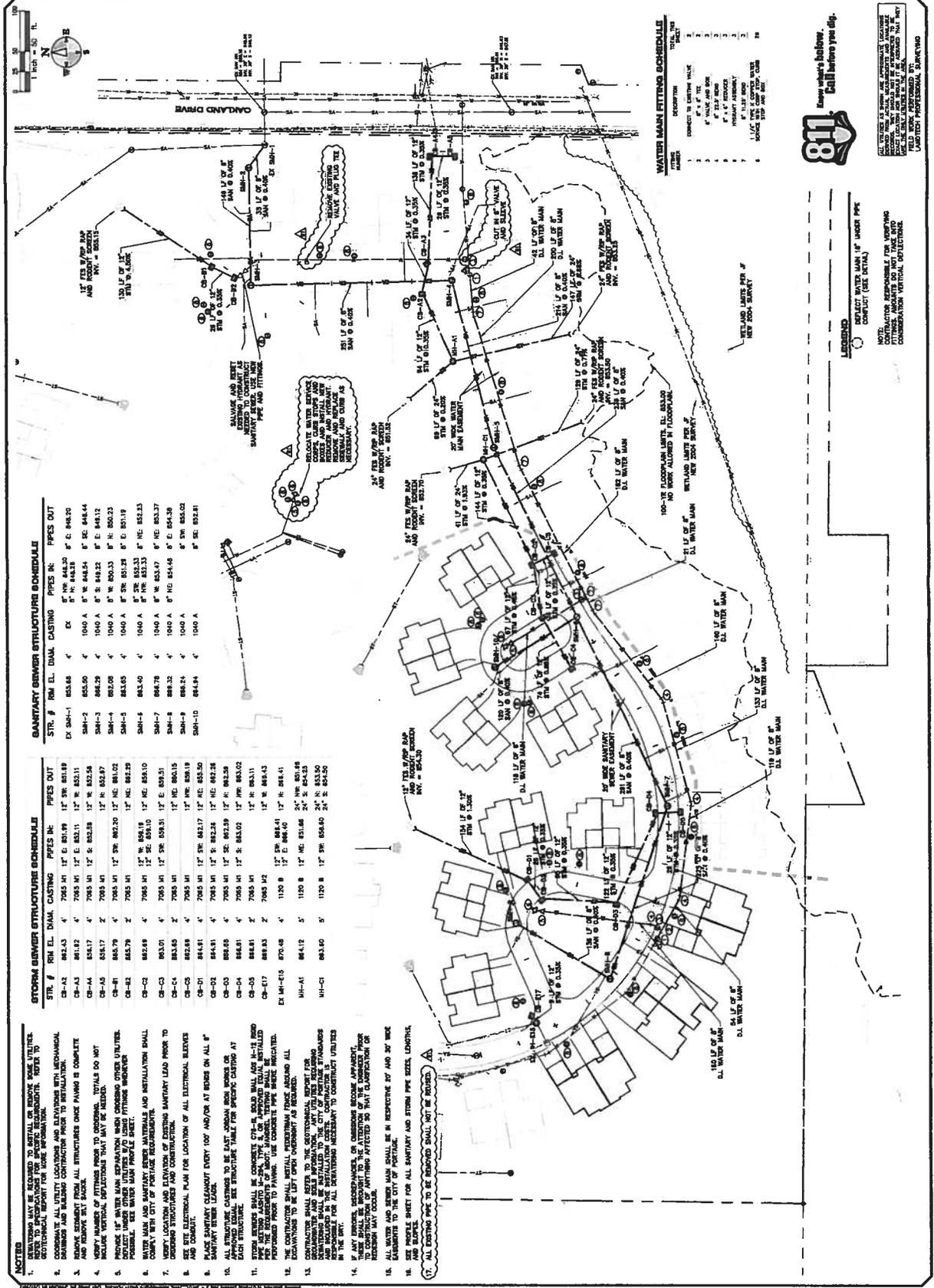
OAKLAND HILLS - PHASE III

Sheet Title
 Project
 Date: 12/2/11
C-3



KNOW WHERE A BUILDING IS BEFORE YOU DIG.
 CALL 1-800-4-A-PROFESSIONAL SURVEYING
 118
 CALL BEFORE YOU DIG.

- NOTED:**
1. ALL DIMENSIONS SHOWN ARE TO THE EDGE OF METAL.
 2. PROVIDE CURB CUTS/RAMP-UPS AT ALL BARRED FREE ACCESS POINTS.
 3. PAVEMENT MARKINGS AND SIGNS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, DEVICES AND MICHIGAN BARRED FREE CURB.
 4. SEE LANDSCAPE PLANS FOR HARDSCAPE, RETAINED GRADING IN PHASE III AND PHASING THEREOF. SEE PHASE III FOR PHASING AND PHASING THEREOF. SEE PHASE III FOR PHASING AND PHASING THEREOF.
 5. EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS, ALL CONSTRUCTION SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES IN FORCE AT THE TIME OF CONSTRUCTION.
 6. ALL EXISTING CONCRETE SHALL BE LIGHT GRADE #1 (CONCRETE) AND EXISTING LUMESTONE AGGREGATE, BROWN FINISH, CURING SEAL.
 7. MINIMUM SETBACK FROM INTERIOR WALLS SHALL BE 20 FEET. SETBACK SHALL BE BY OWNER AND SHALL MATCH PHASE I.
 8. IF ANY EGRESS ENCOUNTERS, OR OVERSIGHTS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY AND THE OWNER SHALL BE RESPONSIBLE FOR THE NECESSARY CORRECTIVE ACTION.
 9. ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES IN FORCE AT THE TIME OF CONSTRUCTION.
 10. MINIMUM SETBACK FROM INTERIOR WALLS SHALL BE 20 FEET. SETBACK SHALL BE BY OWNER AND SHALL MATCH PHASE I.
 11. MINIMUM SETBACK FROM INTERIOR WALLS SHALL BE 20 FEET. SETBACK SHALL BE BY OWNER AND SHALL MATCH PHASE I.
 12. SETBACK SHALL BE BY OWNER AND SHALL MATCH PHASE I.



STORM SEWER STRUCTURE SCHEDULE

| STR. # | RM. EL. | DIA. | CASTING | PIPS IN. | PIPS OUT. |
|---------|---------|------|---------|---------------|---------------|
| EX-SM-1 | 853.68 | 4' | EX | 17" NE 853.50 | 17" NE 846.20 |
| SM-1 | 853.68 | 4' | EX | 17" NE 853.50 | 17" NE 846.20 |
| SM-2 | 853.00 | 4' | 1040 A | 17" NE 848.54 | 17" NE 841.44 |
| SM-3 | 846.20 | 4' | 1040 A | 17" NE 842.22 | 17" NE 841.12 |
| SM-4 | 852.08 | 4' | 1040 A | 17" NE 850.33 | 17" NE 850.23 |
| SM-5 | 853.08 | 4' | 1040 A | 17" NE 851.28 | 17" NE 851.18 |
| SM-6 | 863.00 | 4' | 1040 A | 17" NE 853.33 | 17" NE 853.23 |
| SM-7 | 866.70 | 4' | 1040 A | 17" NE 853.47 | 17" NE 853.37 |
| SM-8 | 866.32 | 4' | 1040 A | 17" NE 854.48 | 17" NE 854.38 |
| SM-9 | 866.24 | 4' | 1040 A | 17" NE 855.02 | 17" NE 855.02 |
| SM-10 | 864.84 | 4' | 1040 A | 17" NE 852.81 | 17" NE 852.81 |

SANITARY SEWER STRUCTURE SCHEDULE

| STR. # | RM. EL. | DIA. | CASTING | PIPS IN. | PIPS OUT. |
|--------|---------|------|---------|---------------|---------------|
| CH-12 | 863.43 | 4' | 7085 M1 | 17" NE 861.94 | 17" NE 861.89 |
| CH-13 | 861.32 | 4' | 7085 M1 | 17" NE 862.11 | 17" NE 862.11 |
| CH-14 | 858.17 | 4' | 7085 M1 | 17" NE 862.38 | 17" NE 862.38 |
| CH-15 | 858.17 | 4' | 7085 M1 | 17" NE 862.37 | 17" NE 862.37 |
| CH-16 | 863.79 | 4' | 7085 M1 | 17" NE 862.20 | 17" NE 862.20 |
| CH-17 | 863.79 | 4' | 7085 M1 | 17" NE 862.20 | 17" NE 862.20 |
| CH-18 | 862.69 | 4' | 7085 M1 | 17" NE 861.10 | 17" NE 861.10 |
| CH-19 | 863.01 | 4' | 7085 M1 | 17" NE 863.31 | 17" NE 863.31 |
| CH-20 | 863.65 | 4' | 7085 M1 | 17" NE 866.15 | 17" NE 866.15 |
| CH-21 | 862.68 | 4' | 7085 M1 | 17" NE 863.19 | 17" NE 863.19 |
| CH-22 | 864.81 | 4' | 7085 M1 | 17" NE 862.17 | 17" NE 862.50 |
| CH-23 | 864.81 | 4' | 7085 M1 | 17" NE 862.28 | 17" NE 862.28 |
| CH-24 | 864.81 | 4' | 7085 M1 | 17" NE 863.03 | 17" NE 863.02 |
| CH-25 | 864.81 | 4' | 7085 M1 | 17" NE 863.11 | 17" NE 863.11 |
| CH-26 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-27 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-28 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-29 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-30 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-31 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-32 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-33 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-34 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-35 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-36 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-37 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-38 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-39 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-40 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-41 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-42 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-43 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-44 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-45 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-46 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-47 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-48 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-49 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-50 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-51 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-52 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-53 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-54 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-55 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-56 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-57 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-58 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-59 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-60 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-61 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-62 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-63 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-64 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-65 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-66 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-67 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-68 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-69 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-70 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-71 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-72 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-73 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-74 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-75 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-76 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-77 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-78 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-79 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-80 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-81 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-82 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-83 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-84 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-85 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-86 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-87 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-88 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-89 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-90 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-91 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-92 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-93 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-94 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-95 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-96 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-97 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-98 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-99 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |
| CH-100 | 864.81 | 4' | 7085 M1 | 17" NE 863.12 | 17" NE 863.12 |

WATER MAIN FITTINGS SCHEDULE

| NUMBER | DESCRIPTION | TOTAL NOS. |
|--------|--------------------------|------------|
| 1 | CONNECT TO EXISTING MAIN | 1 |
| 2 | 1" VALVE AND BOX | 1 |
| 3 | 2" VALVE AND BOX | 1 |
| 4 | 4" VALVE AND BOX | 1 |
| 5 | 6" VALVE AND BOX | 1 |
| 6 | 8" VALVE AND BOX | 1 |
| 7 | 10" VALVE AND BOX | 1 |
| 8 | 12" VALVE AND BOX | 1 |
| 9 | 14" VALVE AND BOX | 1 |
| 10 | 16" VALVE AND BOX | 1 |
| 11 | 18" VALVE AND BOX | 1 |
| 12 | 20" VALVE AND BOX | 1 |
| 13 | 22" VALVE AND BOX | 1 |
| 14 | 24" VALVE AND BOX | 1 |
| 15 | 26" VALVE AND BOX | 1 |
| 16 | 28" VALVE AND BOX | 1 |
| 17 | 30" VALVE AND BOX | 1 |
| 18 | 32" VALVE AND BOX | 1 |
| 19 | 34" VALVE AND BOX | 1 |
| 20 | 36" VALVE AND BOX | 1 |
| 21 | 38" VALVE AND BOX | 1 |
| 22 | 40" VALVE AND BOX | 1 |
| 23 | 42" VALVE AND BOX | 1 |
| 24 | 44" VALVE AND BOX | 1 |
| 25 | 46" VALVE AND BOX | 1 |
| 26 | 48" VALVE AND BOX | 1 |
| 27 | 50" VALVE AND BOX | 1 |
| 28 | 52" VALVE AND BOX | 1 |
| 29 | 54" VALVE AND BOX | 1 |
| 30 | 56" VALVE AND BOX | 1 |
| 31 | 58" VALVE AND BOX | 1 |
| 32 | 60" VALVE AND BOX | 1 |
| 33 | 62" VALVE AND BOX | 1 |
| 34 | 64" VALVE AND BOX | 1 |
| 35 | 66" VALVE AND BOX | 1 |
| 36 | 68" VALVE AND BOX | 1 |
| 37 | 70" VALVE AND BOX | 1 |
| 38 | 72" VALVE AND BOX | 1 |
| 39 | 74" VALVE AND BOX | 1 |
| 40 | 76" VALVE AND BOX | 1 |
| 41 | 78" VALVE AND BOX | 1 |
| 42 | 80" VALVE AND BOX | 1 |
| 43 | 82" VALVE AND BOX | 1 |
| 44 | 84" VALVE AND BOX | 1 |
| 45 | 86" VALVE AND BOX | 1 |
| 46 | 88" VALVE AND BOX | 1 |
| 47 | 90" VALVE AND BOX | 1 |
| 48 | 92" VALVE AND BOX | 1 |
| 49 | 94" VALVE AND BOX | 1 |
| 50 | 96" VALVE AND BOX | 1 |
| 51 | 98" VALVE AND BOX | 1 |
| 52 | 100" VALVE AND BOX | 1 |

- NOTES**
1. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
 2. CONFORM TO ALL CITY ORDINANCES AND SPECIFICATIONS FOR SANITARY SEWER AND STORM SEWER SYSTEMS.
 3. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
 4. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
 5. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
 6. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
 7. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
 8. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
 9. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
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 14. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
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 19. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.
 20. ALL UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. A GEOTECHNICAL REPORT FOR THESE LOCATIONS SHALL BE PROVIDED TO THE CITY OF KENOSHA PRIOR TO CONSTRUCTION.

18

Know what's below.
 Call before you dig.

1-800-4-A-DAWG

NOTICE: THE USER OF THIS SERVICE SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED AND FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

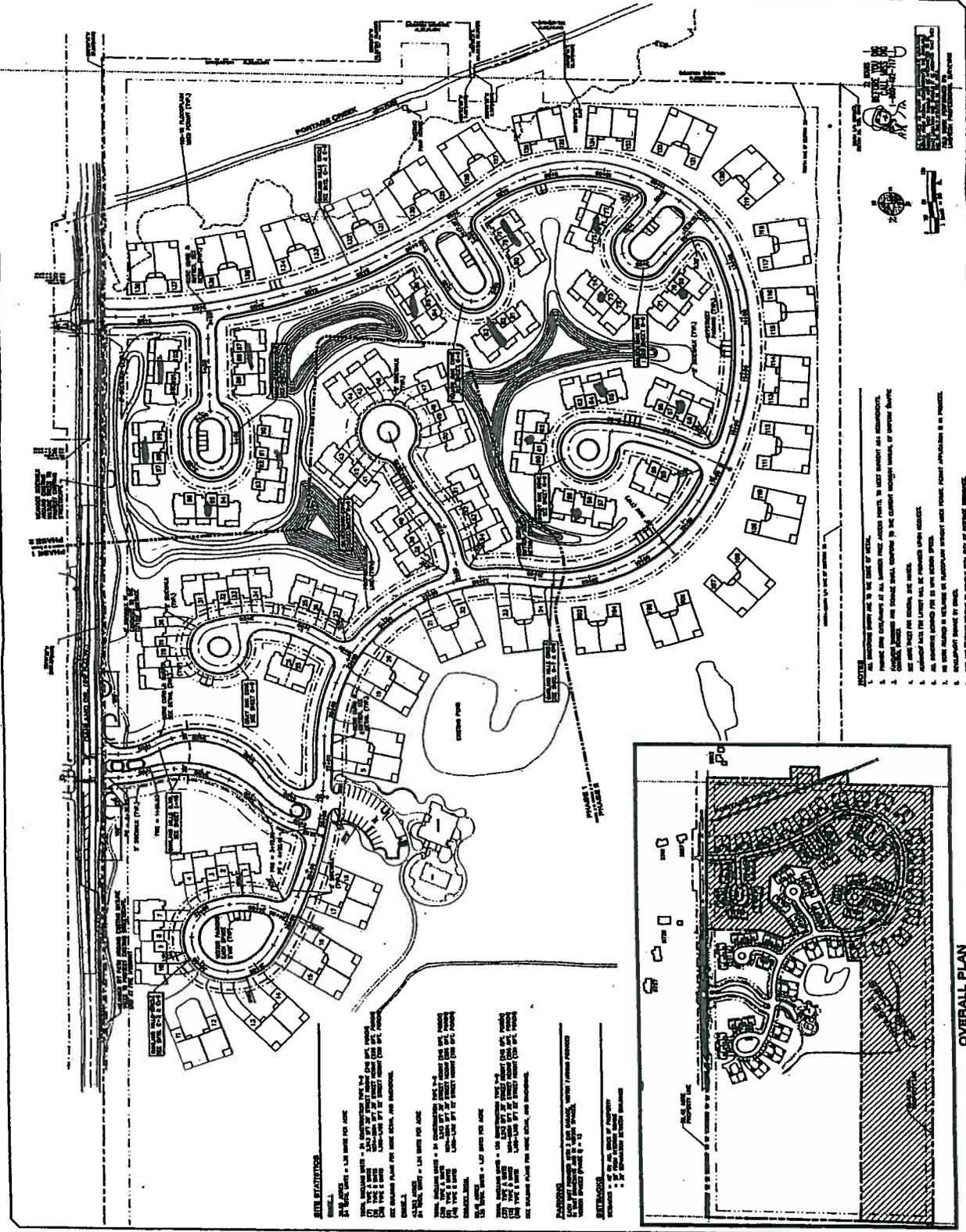
AVB
 ARCHITECTURAL VISIONS
 1000 W. GARDEN AVENUE
 SUITE 200
 ANIM CONSTRUCTION, INC.
 CONSTRUCTION MANAGEMENT
 200.228.4000

H/S
 HENRY & SHAW
 ARCHITECTS & PLANNERS
 1000 W. GARDEN AVENUE
 SUITE 200
 ANIM CONSTRUCTION, INC.
 CONSTRUCTION MANAGEMENT
 200.228.4000

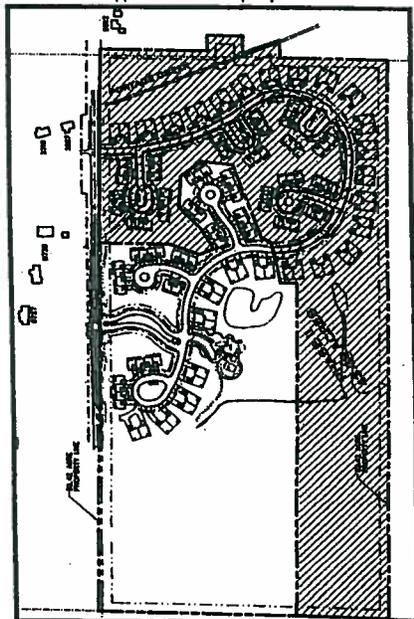
AVD II, INC.
 1000 W. GARDEN AVENUE
 SUITE 200
 ANIM CONSTRUCTION, INC.
 CONSTRUCTION MANAGEMENT
 200.228.4000

CONCEPTUAL LAYOUT PLAN
 OAKLAND HILLS CONDOMINIUMS PH 2
 AVD II, INC.

C-3



- NOTES:**
1. ALL DIMENSIONS SHOWN ARE TO THE FACE OF WALL.
 2. PROVIDE ONE COMPARTMENT AT ALL BUILDING EXITS ACCORDING TO LOCAL ORDINANCE AND REQUIREMENTS.
 3. CONDUCT ALL NECESSARY FIELD SURVEYS, INCLUDING THE CURRENT SURVEY, BEFORE COMMENCING CONSTRUCTION.
 4. SEE ARCHITECT'S GENERAL NOTES FOR ALL OTHER NOTES.
 5. ALL DIMENSIONS SHOWN ARE TO THE FACE OF WALL.
 6. ALL DIMENSIONS SHOWN ARE TO THE FACE OF WALL.
 7. ALL DIMENSIONS SHOWN ARE TO THE FACE OF WALL.
 8. SEE ARCHITECT'S GENERAL NOTES FOR ALL OTHER NOTES.



- KEY:**
- 1. 1/4" = 1' - 0"
 - 2. 1/4" = 1' - 0"
 - 3. 1/4" = 1' - 0"
 - 4. 1/4" = 1' - 0"
 - 5. 1/4" = 1' - 0"
 - 6. 1/4" = 1' - 0"
 - 7. 1/4" = 1' - 0"
 - 8. 1/4" = 1' - 0"
 - 9. 1/4" = 1' - 0"
 - 10. 1/4" = 1' - 0"
 - 11. 1/4" = 1' - 0"
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TO: Honorable Mayor and City Council

FROM: Planning Commission

DATE: February 3, 2012

SUBJECT: Final Plan: Oakland Hills Condominiums (Phase III), 8716 Oakland Drive.

During the February 2, 2012 meeting, the Planning Commission reviewed and discussed the Final Plan for the above captioned development project. Mr. Jack Gesmundo of American Village Development was present to support the proposed project. No citizens spoke regarding the development project.

The final plan for Phase III has been designed in substantial conformance with the 2006 approved tentative plan amendment for the Oakland Hills Condominiums planned development and Section 42-375.H (Standards for final plan). After a brief discussion, a motion was offered by Commissioner Welch, seconded by Commissioner Reiff, to recommend to City Council that the Final Plan for Oakland Hills Condominiums (Phase III), 8716 Oakland Drive, be approved subject to the applicant reconfirming the wetland boundary, with concurrence from the MDEQ, before issuance of building permits for those units located adjacent to the wetland area. The motion was unanimously approved.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cheesebro". The signature is written in a cursive style with a large initial "J" and "C".

James Cheesebro
Chairman

PLANNING COMMISSION

February 2, 2012

DRAFT

The City of Portage Planning Commission meeting of February 2, 2012 was called to order by Chairman Cheesebro at 7:00 p.m. in Council Chambers of Portage City Hall, 7900 South Westnedge Avenue. One citizen was in attendance.

MEMBERS PRESENT:

Bill Patterson, Wayne Stoffer, Miko Dargitz, Paul Welch, Mark Siegfried, Allan Reiff and Chairman James Cheesebro.

MEMBERS ABSENT:

None.

MEMBERS EXCUSED:

Dave Felicijan and Rick Bosch.

IN ATTENDANCE:

Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services; Michael West, Assistant City Planner and Randall Brown, City Attorney.

PLEDGE OF ALLEGIANCE:

Chairman Cheesebro led the Commission in the Pledge of Allegiance.

APPROVAL OF MINUTES:

Chairman Cheesebro referred the Commission to the January 19, 2012 meeting minutes. Commissioner Dargitz and Commissioner Stoffer stated they would not be voting on the minutes since they were not present during the meeting. A motion was offered by Commissioner Welch, seconded by Commissioner Patterson, to approve the minutes as submitted. The motion was approved 5-0-2.

SITE/FINAL PLANS:

1. Final Plan: Oakland Hills Condominiums (Phase III), 8716 Oakland Drive. Mr. Forth summarized the staff report dated January 27, 2012 involving the final plan submitted by American Village Development to construct Phase III of the Oakland Hills Condominium planned development. Mr. Forth stated the final plan for Phase III proposes construction of 22 attached single-family residential units, extension of the interior private street network and associated site improvements. Mr. Forth indicated the final plan for Phase III has been designed in substantial conformance with the 2006 approved tentative plan amendment. Mr. Forth discussed the applicant's modification to the phasing schedule for development and also discussed floodplain and wetland related issues along the southern portion of the property.

Mr. Jack Gesmundo of American Village Development was present to support the application and explain the development project. Mr. Gesmundo provided a historical summary of development activities and discussed the economy and market conditions and the impact it has had on the original construction schedule. No citizens spoke regarding the development project. A motion was then made by Commissioner Welch, seconded by Commissioner Reiff, to recommend to City Council that the Final Plan for Oakland Hills Condominiums (Phase III), 8716 Oakland Drive, be approved subject to the applicant reconfirming the wetland boundary, with concurrence from the MDEQ, before issuance of building permits for those units located adjacent to the wetland area. The motion was unanimously approved.

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 6, 2012

FROM: Maurice S. Evans, City Manager



SUBJECT: Adoption of Bond Refunding Resolution

ACTION RECOMMENDED: That City Council adopt the Resolution Authorizing Refunding of the City of Portage Downtown Development Authority Bonds, Series 2001 and approve of the Undertaking to Provide Continuing Disclosure.

In order to take advantage of historically low interest rates and lower annual financing costs associated with bonds issued for DDA improvements, a refinancing of these bonds is proposed.

The attached Building Authority Bond Refunding Resolution was prepared by Bond Counsel John Axe as part of the legal process required to refinance existing Downtown Development Authority Bonds, Series 2001. The present value savings from the Downtown Development Authority Bond Refinancing will be approximately \$128,471. Bids will be taken on February 23, 2012 and bid results will be reported to the City Council soon thereafter.

The 2001 DDA bond issue paid for phase one of the Downtown Development Authority Development Plan.

cc: Daniel S. Foecking, Finance Director
John R. Axe, Bond Counsel



Option 3

\$2,600,000
City of Portage
Downtown Development Limited Tax Refunding Bonds, Series 2012
(Maturities Extended 5 Years to Fiscal Year Ending 2027)

NET SOURCES AND USES

Dated Date: 03/01/12
Closing Date: 03/01/12

Sources:

| | |
|---------------------|------------------------------|
| Bond Proceeds | \$2,600,000.00 |
| Issuer Contribution | 0.00 |
| Accrued Interest | 0.00 |
| | <hr/> |
| | <u>\$2,600,000.00</u> |

Uses:

| | |
|-------------------------------|------------------------------|
| Escrow Fund | \$2,520,000.00 |
| Costs of Issuance | 50,000.00 |
| Underwriter's Discount (1.0%) | 26,000.00 |
| Interest Account | 0.00 |
| Available Amount | 4,000.00 |
| | <hr/> |
| | <u>\$2,600,000.00</u> |

| | |
|--------------------------|---------------|
| Net Savings: | (\$80,602.50) |
| Present Value Savings: | \$128,471.78 |
| Percent of refunded par: | 5.098% |



\$2,600,000
City of Portage
Downtown Development Limited Tax Refunding Bonds, Series 2012

NEW DEBT SERVICE

| Date | Principal | Coupon | Interest | Total Debt Service | Fiscal Total | 3.30067% |
|----------|------------------------------|--------|----------------------------|------------------------------|------------------------------|-------------------------------|
| | | | | | | Present Value Debt Service |
| 10/01/12 | \$160,000.00 | 2.000% | \$46,130.00 | \$206,130.00 | | \$202,230.94 |
| 04/01/13 | | | 37,940.00 | 37,940.00 | \$244,070.00 | 36,618.02 |
| 10/01/13 | 185,000.00 | 2.000% | 37,940.00 | 222,940.00 | | 211,678.51 |
| 04/01/14 | | | 36,090.00 | 36,090.00 | 259,030.00 | 33,710.63 |
| 10/01/14 | 80,000.00 | 2.000% | 36,090.00 | 116,090.00 | | 106,675.81 |
| 04/01/15 | | | 35,290.00 | 35,290.00 | 151,380.00 | 31,901.71 |
| 10/01/15 | 75,000.00 | 2.300% | 35,290.00 | 110,290.00 | | 98,082.08 |
| 04/01/16 | | | 34,427.50 | 34,427.50 | 144,717.50 | 30,119.67 |
| 10/01/16 | 80,000.00 | 2.500% | 34,427.50 | 114,427.50 | | 98,484.15 |
| 04/01/17 | | | 33,427.50 | 33,427.50 | 147,855.00 | 28,302.90 |
| 10/01/17 | 75,000.00 | 2.700% | 33,427.50 | 108,427.50 | | 90,314.55 |
| 04/01/18 | | | 32,415.00 | 32,415.00 | 140,842.50 | 26,561.68 |
| 10/01/18 | 95,000.00 | 2.900% | 32,415.00 | 127,415.00 | | 102,712.01 |
| 04/01/19 | | | 31,037.50 | 31,037.50 | 158,452.50 | 24,613.80 |
| 10/01/19 | 295,000.00 | 3.000% | 31,037.50 | 326,037.50 | | 254,361.06 |
| 04/01/20 | | | 26,612.50 | 26,612.50 | 352,650.00 | 20,424.90 |
| 10/01/20 | 315,000.00 | 3.100% | 26,612.50 | 341,612.50 | | 257,928.42 |
| 04/01/21 | | | 21,730.00 | 21,730.00 | 363,342.50 | 16,140.48 |
| 10/01/21 | 310,000.00 | 3.200% | 21,730.00 | 331,730.00 | | 242,399.98 |
| 04/01/22 | | | 16,770.00 | 16,770.00 | 348,500.00 | 12,055.14 |
| 10/01/22 | 175,000.00 | 3.400% | 16,770.00 | 191,770.00 | | 135,615.98 |
| 04/01/23 | | | 13,795.00 | 13,795.00 | 205,565.00 | 9,597.17 |
| 10/01/23 | 180,000.00 | 3.500% | 13,795.00 | 193,795.00 | | 132,634.09 |
| 04/01/24 | | | 10,645.00 | 10,645.00 | 204,440.00 | 7,167.20 |
| 10/01/24 | 185,000.00 | 3.600% | 10,645.00 | 195,645.00 | | 129,587.69 |
| 04/01/25 | | | 7,315.00 | 7,315.00 | 202,960.00 | 4,766.51 |
| 10/01/25 | 190,000.00 | 3.700% | 7,315.00 | 197,315.00 | | 126,484.55 |
| 04/01/26 | | | 3,800.00 | 3,800.00 | 201,115.00 | 2,396.36 |
| 10/01/26 | 200,000.00 | 3.800% | 3,800.00 | 203,800.00 | 203,800.00 | 126,434.01 |
| | <u>\$2,600,000.00</u> | | <u>\$728,720.00</u> | <u>\$3,328,720.00</u> | <u>\$3,328,720.00</u> | <u>\$2,600,000.00</u> |

| | | | |
|---------------|----------|-------------------------|----------------|
| Dated Date: | 03/01/12 | Principal: | \$2,600,000.00 |
| Closing Date: | 03/01/12 | Accrued Interest: | 0.00 |
| | | Credit Enhancement: | 0.00 |
| | | Orig Issue Prem/(Disc): | 0.00 |

\$2,600,000.00



\$2,600,000
City of Portage
Downtown Development Limited Tax Refunding Bonds, Series 2012

NET PRESENT VALUE SAVINGS ANALYSIS

Net Present Value Savings/(Loss): \$128,471.78

| Date | Outstanding Debt Service | Remaining Non-Refunded Debt-Service | New Debt Service | Net Savings/(Loss) | Fiscal Net Savings/(Loss) | 3.30067% Present Value Savings/(Loss) |
|----------|-----------------------------|---|-----------------------|-----------------------|---------------------------------|---|
| 04/01/12 | \$61,627.50 | \$61,627.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 10/01/12 | 206,627.50 | | 206,130.00 * | 497.50 | | 488.09 |
| 04/01/13 | 58,365.00 | | 37,940.00 | 20,425.00 | 20,922.50 | 19,713.31 |
| 10/01/13 | 223,365.00 | | 222,940.00 | 425.00 | | 403.53 |
| 04/01/14 | 54,570.00 | | 36,090.00 | 18,480.00 | 18,905.00 | 17,261.64 |
| 10/01/14 | 239,570.00 | | 116,090.00 | 123,480.00 | | 113,466.53 |
| 04/01/15 | 50,222.50 | | 35,290.00 | 14,932.50 | 138,412.50 | 13,498.79 |
| 10/01/15 | 260,222.50 | | 110,290.00 | 149,932.50 | | 133,336.58 |
| 04/01/16 | 45,182.50 | | 34,427.50 | 10,755.00 | 160,687.50 | 9,409.25 |
| 10/01/16 | 280,182.50 | | 114,427.50 | 165,755.00 | | 142,660.11 |
| 04/01/17 | 39,542.50 | | 33,427.50 | 6,115.00 | 171,870.00 | 5,177.54 |
| 10/01/17 | 304,542.50 | | 108,427.50 | 196,115.00 | | 163,353.75 |
| 04/01/18 | 33,050.00 | | 32,415.00 | 635.00 | 196,750.00 | 520.34 |
| 10/01/18 | 323,050.00 | | 127,415.00 | 195,635.00 | | 157,705.64 |
| 04/01/19 | 25,800.00 | | 31,037.50 | (5,237.50) | 190,397.50 | (4,153.52) |
| 10/01/19 | 350,800.00 | | 326,037.50 | 24,762.50 | | 19,318.68 |
| 04/01/20 | 17,675.00 | | 26,612.50 | (8,937.50) | 15,825.00 | (6,859.47) |
| 10/01/20 | 367,675.00 | | 341,612.50 | 26,062.50 | | 19,678.03 |
| 04/01/21 | 8,837.50 | | 21,730.00 | (12,892.50) | 13,170.00 | (9,576.21) |
| 10/01/21 | 358,837.50 | | 331,730.00 | 27,107.50 | | 19,807.85 |
| 04/01/22 | | | 16,770.00 | (16,770.00) | 10,337.50 | (12,055.14) |
| 10/01/22 | | | 191,770.00 | (191,770.00) | | (135,615.98) |
| 04/01/23 | | | 13,795.00 | (13,795.00) | (205,565.00) | (9,597.17) |
| 10/01/23 | | | 193,795.00 | (193,795.00) | | (132,634.09) |
| 04/01/24 | | | 10,645.00 | (10,645.00) | (204,440.00) | (7,167.20) |
| 10/01/24 | | | 195,645.00 | (195,645.00) | | (129,587.69) |
| 04/01/25 | | | 7,315.00 | (7,315.00) | (202,960.00) | (4,766.51) |
| 10/01/25 | | | 197,315.00 | (197,315.00) | | (126,484.55) |
| 04/01/26 | | | 3,800.00 | (3,800.00) | (201,115.00) | (2,396.36) |
| 10/01/26 | | | 203,800.00 | (203,800.00) | (203,800.00) | (126,434.01) |
| | <u>\$3,309,745.00</u> | <u>\$61,627.50</u> | <u>\$3,328,720.00</u> | <u>(\$80,602.50)</u> | <u>(\$80,602.50)</u> | <u>\$128,471.78</u> |

* Less accrued interest.



\$3,100,000
City of Portage
Downtown Development Limited Tax Bonds, Series 2001

REMAINING ORIGINAL DEBT SERVICE SCHEDULE

| | | | | | | 3.30067% |
|-------------|------------------------------|---------------|----------------------------|-------------------------------|------------------------------|---------------------------------------|
| Date | Principal | Coupon | Interest | Total Debt Service | Fiscal Total | Present Value Debt Service |
| 04/01/12 | | | \$61,627.50 | \$61,627.50 | \$61,627.50 | \$61,459.60 |
| 10/01/12 | \$145,000.00 | 4.500% | 61,627.50 | 206,627.50 | | 202,719.03 |
| 04/01/13 | | | 58,365.00 | 58,365.00 | 264,992.50 | 56,331.34 |
| 10/01/13 | 165,000.00 | 4.600% | 58,365.00 | 223,365.00 | | 212,082.04 |
| 04/01/14 | | | 54,570.00 | 54,570.00 | 277,935.00 | 50,972.26 |
| 10/01/14 | 185,000.00 | 4.700% | 54,570.00 | 239,570.00 | | 220,142.34 |
| 04/01/15 | | | 50,222.50 | 50,222.50 | 289,792.50 | 45,400.50 |
| 10/01/15 | 210,000.00 | 4.800% | 50,222.50 | 260,222.50 | | 231,418.66 |
| 04/01/16 | | | 45,182.50 | 45,182.50 | 305,405.00 | 39,528.92 |
| 10/01/16 | 235,000.00 | 4.800% | 45,182.50 | 280,182.50 | | 241,144.26 |
| 04/01/17 | | | 39,542.50 | 39,542.50 | 319,725.00 | 33,480.45 |
| 10/01/17 | 265,000.00 | 4.900% | 39,542.50 | 304,542.50 | | 253,668.31 |
| 04/01/18 | | | 33,050.00 | 33,050.00 | 337,592.50 | 27,082.01 |
| 10/01/18 | 290,000.00 | 5.000% | 33,050.00 | 323,050.00 | | 260,417.66 |
| 04/01/19 | | | 25,800.00 | 25,800.00 | 348,850.00 | 20,460.28 |
| 10/01/19 | 325,000.00 | 5.000% | 25,800.00 | 350,800.00 | | 273,679.74 |
| 04/01/20 | | | 17,675.00 | 17,675.00 | 368,475.00 | 13,565.43 |
| 10/01/20 | 350,000.00 | 5.050% | 17,675.00 | 367,675.00 | | 277,606.45 |
| 04/01/21 | | | 8,837.50 | 8,837.50 | 376,512.50 | 6,564.26 |
| 10/01/21 | 350,000.00 | 5.050% | 8,837.50 | 358,837.50 | 358,837.50 | 262,207.83 |
| | <u>\$2,520,000.00</u> | | <u>\$789,745.00</u> | <u>\$3,309,745.00</u> | <u>\$3,309,745.00</u> | <u>\$2,789,931.39</u> |



\$3,100,000
City of Portage
Downtown Development Limited Tax Bonds, Series 2001

REMAINING NON-REFUNDED ORIGINAL DEBT SERVICE SCHEDULE

| Date | Principal | Coupon | Interest | Total Debt Service | Fiscal Total | 3.30067% Present Value Debt Service |
|-------------|------------------|---------------|--------------------|-------------------------------|-------------------------|--|
| 04/01/12 | | | \$61,627.50 | \$61,627.50 | \$61,627.50 | \$61,459.60 |
| | <u>\$0.00</u> | | <u>\$61,627.50</u> | <u>\$61,627.50</u> | <u>\$61,627.50</u> | <u>\$61,459.60</u> |



\$3,100,000
City of Portage
Downtown Development Limited Tax Bonds, Series 2001

REDEMPTION SCHEDULE

Redemption Premium: 0.00%

| Date | Principal | Interest | Redeemed Principal | Redemption Premium | Total Debt Service | Fiscal Total | 3.30067% Present Value |
|-------------|------------------|-----------------|-------------------------------|-------------------------------|-------------------------------|-------------------------|-----------------------------------|
| 04/01/12 | \$0.00 | \$0.00 | \$2,520,000.00 | \$0.00 | \$2,520,000.00 | \$2,520,000.00 | \$2,513,134.54 |
| | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$2,520,000.00</u> | <u>\$0.00</u> | <u>\$2,520,000.00</u> | <u>\$2,520,000.00</u> | <u>\$2,513,134.54</u> |



\$3,100,000
City of Portage
Downtown Development Limited Tax Bonds, Series 2001

ESCROW CASH FLOW ANALYSIS

March 1, 2012 Beginning Cash Balance: \$0.00

| Date | Beginning Cash Balance | SLGS Principal | SLGS Rate | SLGS Rate Available * | SLGS Interest | Debt Service Defeasance | Net Cash Flow | Ending Cash Balance | | Present Value |
|----------|------------------------|-----------------------|-----------|-----------------------|---------------|-------------------------|---------------|---------------------|-----------------------|-----------------------|
| | | | | | | | | Total | Present Value | |
| 03/01/12 | \$0.00 | | | | | | | \$0.00 | | 0.000000% |
| 04/01/12 | 0.00 | \$2,520,000.00 | 0.000% | 0.000% | \$0.00 | \$2,520,000.00 | \$0.00 | 0.00 | \$2,520,000.00 | \$2,520,000.00 |
| | | <u>\$2,520,000.00</u> | | | <u>\$0.00</u> | <u>\$2,520,000.00</u> | | | <u>\$2,520,000.00</u> | <u>\$2,520,000.00</u> |

* October 6, 2011 SLGS Rate Table.

Total Cost of Escrow Securities: \$2,520,000.00

CITY OF PORTAGE

At a _____ meeting of the City Council of the City of Portage, Kalamazoo County, Michigan (the "City"), held in the City of Portage Hall in said City, on _____, 2012 at ___:___ .m., Eastern Standard Time, there were

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____.

REFUNDING BOND RESOLUTION

City of Portage

County of Kalamazoo, State of Michigan

Downtown Development Limited Tax Refunding Bonds, Series 2012

WHEREAS, on July 12, 2001, at the request of the City of Portage Downtown Development Authority (the "Authority"), the City of Portage (the "City"), pursuant to Act No. 197, Public Acts of Michigan, 1975, as amended ("Act 197"), and pursuant to a Tax Increment Finance Plan/Development Plan (the "Plan"), issued its \$3,100,000 City of Portage Downtown Development Limited Tax Bonds, Series 2001 dated July 1, 2001 (the "2001 Bonds"), of which \$2,520,000 remains outstanding; and

WHEREAS, the City may call \$2,520,000 of the 2001 Bonds on April 1, 2012; and

WHEREAS, the 2001 Bonds were issued at a time when interest rates were higher than is currently the case and, accordingly, bear rates of interest in excess of current tax-exempt interest rates; and

WHEREAS, the Authority will determine that it is necessary and appropriate at this time to issue a series of Refunding Bonds pursuant to Act 197 and pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to refund all or part of the 2001 Bonds so long as such refunding generates present value savings; and

WHEREAS, the Authority will ratify and approve this form of refunding bond resolution to be adopted for this purpose; and

WHEREAS, an estimate of the tax increment revenues to be available for the payment of the principal of and interest on refunding bonds to be issued by the City is attached hereto as Appendix A; and

WHEREAS, the refunding bonds to be issued by the City are to be payable primarily from tax increment revenues to be received by the Authority (the "Tax Increment Revenues") pursuant to Act 197 and the Plan.

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

1. **Issuance of Refunding Bonds.** Refunding Bonds aggregating in the principal amount not to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000) (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 all of the 2001 Bonds except for the interest payment due on April 1, 2012 (the "Refunded Bonds") so long as such refunding generates present value savings.

2. **Refunding Bond Details.** The Refunding Bonds shall be known as "City of Portage Downtown Development Limited Tax Refunding Bonds, Series 2012" and shall be issued in anticipation of the receipt by the City of the Tax Increment Revenues for each year through and including the year ending June 30, 2027 and shall be dated March 1, 2012 or such later date not more than twelve calendar months thereafter as the City Finance Director 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 City Finance Director, regardless of rate and maturity date. The total amount of Refunding Bonds to be issued shall not exceed \$2,700,000. Subject, however, to adjustment as described under "INCREASE OR DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS", Section 7, if \$2,600,000 in Refunding Bonds are to be issued, the Refunding Bonds shall mature on October 1 in each year as follows:

| <u>YEAR</u> | <u>AMOUNT</u> | <u>YEAR</u> | <u>AMOUNT</u> | <u>YEAR</u> | <u>AMOUNT</u> |
|-------------|---------------|-------------|---------------|-------------|---------------|
| 2012 | \$160,000 | 2017 | \$ 75,000 | 2022 | \$175,000 |
| 2013 | 185,000 | 2018 | 95,000 | 2023 | 180,000 |
| 2014 | 80,000 | 2019 | 295,000 | 2024 | 185,000 |
| 2015 | 75,000 | 2020 | 315,000 | 2025 | 190,000 |
| 2016 | 80,000 | 2021 | 310,000 | 2026 | 200,000 |

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. **Interest Payment and Date of Record.** The Refunding Bonds shall bear interest payable October 1, 2012 and each April 1 and October 1 thereafter, until maturity, which interest shall not exceed 6% per annum. Interest shall be paid by check or draft mailed to the registered owner of each Refunding Bond as of the applicable date of record, provided, however, that the City Finance Director may agree with the bond registrar on a

different method of payment. If interest is paid differently, the Refunding Bond form attached as Exhibit A and Request for Proposal form attached as Exhibit D shall be changed accordingly.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

4. **Prior Redemption.** The Refunding Bonds maturing prior to October 1, 2022 shall not be subject to redemption prior to maturity. Refunding Bonds on or after October 1, 2022 shall be subject to redemption prior to maturity at the option of the Authority, in any order, in whole or in part on any date on or after October 1, 2021. 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.

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

6. **Adjustment of Refunding Bond Maturities.** The City Finance Director 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 7.

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 \$2,600,000, the City Finance Director shall increase the principal amount of the Refunding

Bonds by up to \$100,000, or decrease the principal amount of the Refunding Bonds by any amount to the extent required to avoid the issuance of more 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 D* shall so provide or be changed accordingly. In the event the City or the Authority determines to contribute additional amounts toward the refunding of the bonds, the bonds shall further be reduced by the amount of such contribution.

8. **Payment of Refunding Bonds; Pledge of Tax Increment Revenues.** The Refunding Bonds shall be a general obligation of the City, but shall be payable in the first instance from the Tax Increment Revenues collected by the Authority. Such Tax Increment Revenues and other funds which are the proceeds of Tax Increment Revenues held by the Authority may be used to make such payments. The Authority has heretofore pledged and the City hereby pledges all of the estimated Tax Increment Revenues (see Appendix A hereto), subject to those Tax Increment Revenues already pledged to the City to permit the City to retire the outstanding City of Portage Downtown Development Limited Tax Bonds, Series 2003, for payment of the principal of and interest on the Refunding Bonds and a first security interest is granted in the Tax Increment Revenues (to the extent so pledged) to continue until the payment in full of the principal of and interest on the Refunding Bonds.

9. (A) **Bond Registrar and Paying Agent/Book Entry Depository Trust.** The City Finance Director shall designate, and shall enter into an agreement with, a bond registrar and paying agent for the Refunding Bonds 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 City Finance Director from time to time as required may designate a similarly qualified successor bond registrar and paying agent. If so designated the Refunding Bonds shall be deposited with a depository trustee designated by the City Finance Director who shall transfer ownership of interests in the Refunding Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Refunding Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the City Finance Director after consultation with the depository trustee. The City Finance Director is authorized to enter into any depository trust agreement on behalf of the City upon such terms and conditions as the City Finance Director shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the City Finance Director. The depository trustee may be the same as the Registrar otherwise named by the City Finance Director, and the Refunding Bonds may be transferred in part by depository trust and in part by

transfer of physical certificates as the City Finance Director may determine.

(B) **Exchange and Transfer of Bonds.**

(i) The Refunding Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Refunding Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds.

(ii) The Refunding Bonds shall be transferable upon the books of the City, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Refunding Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Refunding Bonds, the bond registrar and paying agent on behalf of the City shall cancel the surrendered Refunding Bonds and shall authenticate and deliver to the transferee new Refunding Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Refunding Bonds pursuant to this Section, payment of interest on the Refunding Bonds is in default, the bond registrar and paying agent shall endorse upon the new Refunding Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

(iv) The City and the bond registrar and paying agent may deem and treat the person in whose name the Refunding Bonds shall be registered upon the books of the City as the absolute owner of such Refunding Bonds, whether such Refunding Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bonds to the extent of the sum or sums so paid, and neither the City nor the bond registrar and paying agent shall be affected by any notice to the contrary. The City agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Refunding Bonds, the City or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Refunding Bonds or portion of the Refunding Bonds which has been selected for redemption.

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

11. **Execution and Delivery.** The Mayor and the City Clerk 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 City Finance Director, 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.

12. **City's Limited Tax Pledge.** The principal of and interest on the Refunding Bonds shall be payable primarily out of the Tax Increment Revenues for each year through and including the year ending June 30, 2027, in anticipation of which the Refunding Bonds are to be issued. In addition, the limited tax pledge of the City is to be irrevocably pledged to the prompt payment of the principal of and interest on the Refunding Bonds when due. If the foregoing collections of Tax Increment Revenues shall not be sufficient to pay the principal of and the interest on the Refunding Bonds as the same shall become due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City. The City's ability to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the City.

13. **Principal and Interest Fund.** All monies paid to the City from tax increment revenues pursuant to the Plan shall be set aside by the City in a separate fund hereby established, to be known as the "Bond Payment Fund." All moneys in the Bond Payment Fund shall be kept in a separate depository account with one or more banks or trust companies where the principal of and interest on the Bonds are payable, and such moneys shall 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. All accrued interest and the premium, if any, received from the purchaser of the Refunding Bonds shall be deposited in the Bond Payment Fund upon receipt.

14. **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 15 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.

15. **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 as may be determined by the City Finance Director (the "Escrow Agreement"), with a bank or trust company designated by the City Finance Director. 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 City Finance Director). The Escrow Agreement shall be completed by the City Finance Director with appropriate figures prior to execution on behalf of the City by the City 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.

16. **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 City Finance Director 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.

17. **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 and interest on the Refunding Bonds are payable. The City Finance Director shall select the depository or depositories to be used from those banks authorized in this Section.

18. **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.

19. **Qualified Tax-Exempt Obligations.** The Refunding Bonds are 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 Request for Proposal is circulated, the Refunding Bonds have been determined to be ineligible to be so designated on the basis of the City's reasonable expectations at the time of such publication. In such event, the Request for Proposal shall be changed appropriately and the Refunding Bond shall there be so designated.

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

- (a) the whole amount of the principal of 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 and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of and 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 and 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 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 thereof 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, (y) a description of the moneys or Government Obligations so held by it, and (z) 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 and 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 of and interest on which are unconditionally guaranteed by, the United States of America.

21. **Filing with Municipal Finance Division.** If necessary, the Chief Administrative Officer of the City 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.

22. **Negotiated Sale - Request for Proposal:** The City hereby determines that in order to save the cost of publication of an Official Notice of Sale 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 together with Bond Counsel to take all other steps necessary in connection with the sale and delivery thereof.

23. **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.

24. **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.

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

26. **Effective Date.** This Resolution shall become effective upon its ratification by the Authority and shall be recorded in the minutes of the Council as soon as practicable after adoption.

A roll call vote on the foregoing resolution was then taken, and was as follows:

YES: _____

NO: _____
ABSTAIN: _____

The resolution was declared adopted.

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CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The undersigned, being the City 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 Council at a _____ meeting held on _____, 2012, 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 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.

City Clerk

[SEAL]

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APPENDIX A

**PROJECTED TAX INCREMENT REVENUES
AND DEBT SERVICE COVERAGE**

[PLEASE SEE ATTACHED SCHEDULE]

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Appendix A

**City of Portage Downtown Development Authority
Estimated Captured Revenues
and Annual Debt Service on Outstanding Bonds and Refunding Bonds**

| Year | Estimated Revenues | Actual Annual Debt Service on 2003 Bonds | Estimated Annual Debt Service on Refunding Bonds | Cummulative Coverage |
|-------------------|---------------------------|---|---|-----------------------------|
| Beginning Balance | | | | \$345,642.54 |
| 2013 | \$382,301.66 | \$188,118.75 | \$244,070.00 | \$295,755.45 |
| 2014 | \$391,401.77 | \$185,118.75 | \$259,030.00 | \$243,008.48 |
| 2015 | \$400,638.39 | \$182,118.75 | \$151,380.00 | \$310,148.12 |
| 2016 | \$410,013.55 | \$204,118.75 | \$144,717.50 | \$371,325.42 |
| 2017 | \$419,529.34 | \$225,118.75 | \$147,855.00 | \$417,881.01 |
| 2018 | \$429,187.87 | \$244,931.25 | \$140,842.50 | \$461,295.14 |
| 2019 | \$438,991.28 | \$238,481.25 | \$158,452.50 | \$503,352.66 |
| 2020 | \$448,941.73 | \$256,881.25 | \$352,650.00 | \$342,763.15 |
| 2021 | \$459,041.45 | \$259,006.25 | \$363,342.50 | \$179,455.85 |
| 2022 | \$469,292.66 | \$265,681.25 | \$348,500.00 | \$34,567.25 |
| 2023 | \$479,697.64 | \$271,481.25 | \$205,565.00 | \$37,218.64 |
| 2024 | \$490,258.69 | \$271,537.50 | \$204,440.00 | \$51,499.83 |
| 2025 | \$500,978.16 | \$261,131.25 | \$202,960.00 | \$88,386.74 |
| 2026 | \$511,858.42 | \$265,725.00 | \$201,115.00 | \$133,405.15 |
| 2027 | \$522,901.88 | \$263,125.00 | \$203,800.00 | \$189,382.03 |
| | \$6,755,034.49 | \$3,582,575.00 | \$3,328,720.00 | |

UNITED STATES OF AMERICA-STATE OF MICHIGAN

CITY OF PORTAGE

County of Kalamazoo, State of Michigan

DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BOND, SERIES 2012

RATE MATURITY DATE DATE OF ISSUANCE CUSIP

_____ 1, _____

=====

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

FOR VALUE RECEIVED, the City of Portage (the "City"), County of Kalamazoo, State of Michigan, hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this bond (this "Refunding Bond") at the designated office of _____, _____, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with the interest thereon to the Registered Owner of this Refunding Bond, as shown on the books of the City maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing on _____, _____, and semi-annually thereafter on the first day of _____ and _____ in each year to and including the Maturity Date. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the City maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Refunding Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of _____ Dollars (\$_____), issued by the City, pursuant to and in full conformity with the Constitution and statutes of the State of Michigan and especially Act No. 197, Public Acts of Michigan, 1975, as amended ("Act 197") and Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") to provide funds to be deposited with _____, _____, Michigan, as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of _____, _____. The 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 _____, at a redemption price of _____% of the principal amount thereof.

The Refunding Bonds are being issued pursuant to the provisions of Act 197, and are being issued in anticipation of and are primarily payable from tax increment revenues ("Tax Increment Revenues") to be collected by the Authority for payment to the City, for each year until the principal of and interest on the Refunding Bonds has been paid in full.

In addition, the limited tax pledge of the City is to be irrevocably pledged to the prompt payment of the principal of and interest on the Refunding Bonds when due. If the foregoing Tax Increment Revenues are insufficient for any reason to make the payment of the principal of and interest on the Refunding Bonds when due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City. However, the City's ability to raise such funds is subject to applicable constitutional, statutory and tax limitations.

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 Authority, 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 be transferable on the books of the City maintained by the Bond Registrar with respect to the refunding bonds upon the surrender of this Refunding Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Refunding Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of refunding bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the City, unless otherwise agreed by the City and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Refunding Bond and the other bonds of this series have been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Refunding Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the City, including the series of refunding bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Portage, County of Kalamazoo, Michigan, has caused this Refunding Bond to be executed in its name with the facsimile signatures of its Mayor and its City Clerk, 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:
City 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 Downtown Development Limited Tax Refunding Bonds, Series 2012".

By: _____,
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
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2012

The undersigned, City Finance Director, as authorized in the Award Resolution for the above referenced refunding bonds adopted by the City Council on _____ 1, _____, hereby establishes the final maturities for said refunding bonds with interest rates thereon, as follows:

| Due | Amount | Rate |
|---------------|--------|------|
| <u>Oct. 1</u> | | |

Dated: _____

City Finance Director

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ESCROW AGREEMENT

CITY OF PORTAGE

This escrow agreement (the "Agreement"), dated as of _____ 1, _____, is between the City of Portage (the "City"), County of Kalamazoo, Michigan, and _____, Michigan, as escrow agent (the "Escrow Agent").

WHEREAS, the City has previously issued the following bonds of which the principal amount listed below remains outstanding (all of such outstanding bonds being referred to as the "Prior Bonds", and the Prior Bonds to be refunded referred to as the "Refunded Bonds"):

| <u>Prior Bonds</u> | <u>Outstanding Principal</u> | <u>Principal to be Refunded</u> |
|--|--|--|
| City of Portage Downtown Development Limited Tax Bonds, Series 2001 | \$ _____ maturing in the years _____ thru _____ | \$ _____ maturing in the years _____ thru _____ |

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 refunding the Refunded Bonds the City has, pursuant to a refunding bond resolution adopted on _____, _____ (the "Refunding Bond Resolution") authorized the issuance of an issue of refunding bonds dated _____, _____, as designated and described in the Bond 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 Prior Bonds and the Mayor 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 Prior 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 City, 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 Prior 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 Mayor, 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 Mayor 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 Prior 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 Prior 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.

Section 2. Escrow Fund. On _____, _____ the City will irrevocably deposit with the Escrow Agent for the account of the City from the proceeds of the Refunding Bonds and from other City funds available therefor to establish an Escrow Fund for the Prior Bonds an amount which together with the investment income therefrom, shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay interest on the Prior Bonds when due to and including _____, _____ and on that

date to redeem and pay principal of and 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>Principal to be Refunded</u> |
|--|---|
| City of Portage Downtown Development Limited Tax Bonds, Series 2001 | \$ _____ maturing in the years |

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 III*. 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 III*, to the registered owner or owners at the addresses listed on the registration books of the Authority 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 IV* ("Investment Securities").

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 Prior Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Prior 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 principal of, premium, if any, and interest falling due on the Prior Bonds, the Escrow Agent shall promptly notify the City of such deficiency.

Section 7. Reports to City. The Escrow Agent shall deliver to the Mayor of the City a semi-annual statement reflecting each transaction relating to the Escrow Fund; and on or before the first day of _____ of each year shall deliver to the City a list of assets of the Escrow Fund as of December 31 of such year and an operating 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 (other than the acceptance fee of the Escrow Agent) shall be the total sum of _____ Dollars (\$____) payable on the date of closing, which charges, fees and expenses shall be paid from monies deposited with the Escrow Agent from bond proceeds and other available funds of the City, subject to the provisions of Section 12 below.

Section 9. Payments from Escrow Fund. The Escrow Agent shall without further authorization or direction from the City, collect the principal of, premium, if any, 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 Prior Bonds, of moneys sufficient for the payment of the principal of, premium, if any, and interest on such Prior Bonds as the same shall become due and payable, all as set out in APPENDIX II. 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 Funds will be sufficient to make the foregoing and all other payments required under this Agreement. The proper 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 Prior Bonds has 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 Prior 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 Prior 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 Prior 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 Prior 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 Section 8 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 Prior 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:

Attention: _____

FAX: _____

If to the Escrow Agent:

Attention: _____

FAX: _____

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 Trustee 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 County Treasurer, under the "Instructions to Trustee for Disbursement of Expenses at Closing", and shall be paid on the date of closing.

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 Mayor

and

By: _____

Its Clerk

_____, as Escrow Agent

By: _____

Its: _____

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APPENDIX I

CITY OF PORTAGE
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX BONDS, SERIES 2001

Dated as of _____ 1, ____

SCHEDULE OF PRINCIPAL, PREMIUM AND INTEREST REQUIREMENTS

Bond Registrar and Paying Agent:

Attention: _____

NOTE: Bonds maturing prior to ____ shall not be subject to redemption prior to maturity. Bonds maturing in the years ____ through ____, inclusive, shall be subject to redemption prior to maturity, at the option of the City, in any order, in whole or in part, on or after _____, _____. Bonds so called for redemption at par, plus accrued interest to the date fixed for redemption.

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APPENDIX II

CITY OF PORTAGE
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2012

Sources of Funds

| | |
|---------------------------|----------|
| Bond Proceeds | \$ _____ |
| Issuer Contribution | _____ |
| Good Faith Check Interest | _____ |
| Accrued Interest | _____ |
| TOTAL | \$ _____ |

Uses of Funds

| | |
|------------------------|----------|
| Cost of Escrow Fund | \$ _____ |
| Costs of Issuance | _____ |
| Accrued Interest | _____ |
| Underwriter's Discount | _____ |
| TOTAL | \$ _____ |

APPENDIX III

NOTICE OF REDEMPTION

CITY OF PORTAGE
 County of Kalamazoo, State of Michigan
 DOWNTOWN DEVELOPMENT LIMITED TAX BONDS, SERIES 2001

KALAMAZOO COUNTY
 STATE OF MICHIGAN

DUE _____ THROUGH _____

NOTICE IS HEREBY GIVEN that the City of Portage, Kalamazoo County, Michigan has called for redemption, on _____, _____, (the "Redemption Date"), outstanding maturities of the subject Issue (the "Bonds"), at ___% of the par value, as follows:

| Maturity | Due | CUSIP | Rate |
|------------|-------|-------|-------|
| \$____,000 | _____ | _____ | ____% |
| ____,000 | _____ | _____ | ____% |
| ____,000 | _____ | _____ | ____% |
| ____,000 | _____ | _____ | ____% |
| ____,000 | _____ | _____ | ____% |
| ____,000 | _____ | _____ | ____% |
| ____,000 | _____ | _____ | ____% |

The Bonds to be redeemed should be surrendered on the Redemption Date. The Bonds shall not bear interest on and after the Redemption Date, whether the Bonds are presented for redemption or not.

Bonds may be surrendered for payment at the office of the Bond Registrar and Paying Agent indicated below. Method of delivery is at the option of the Holder, but if by mail, registered mail is suggested.

If by U.S Mail:

Otherwise:

CITY OF PORTAGE
 By: _____

Dated: _____

NOTE: Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 1992, 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 or for payment at maturity.

APPENDIX IV

CITY OF PORTAGE
County of Kalamazoo, State of Michigan
DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2012

Investment Securities to be Acquired Pursuant
to the Escrow Agreement

| <u>Purchase</u> <u>Date</u> | <u>Investment</u> <u>Amount</u> | <u>Rate</u> | <u>Maturity</u> | <u>Investment Type</u> |
|--------------------------------|------------------------------------|-------------|-----------------|------------------------|
|--------------------------------|------------------------------------|-------------|-----------------|------------------------|

EXHIBIT D
[FORM OF REQUEST FOR PROPOSAL]

§
CITY OF PORTAGE
County of Kalamazoo, State of Michigan

CITY OF PORTAGE
DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2012

SEALED OR ELECTRONIC PROPOSALS: Sealed written proposals for the purchase of the bonds described herein (the "Refunding Bonds") will be received by the undersigned for and on behalf of the City of Portage (the "City") at the Office of the _____, _____, on _____, _____ until _____:____.m., Eastern _____ Time, at which time and place said 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 _____, Michigan, will be read first, followed by those 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 _____.

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, 2nd Floor, New York, NY, 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, Downtown Development Limited Tax Refunding Bonds, Series 2012". 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 Authority, 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.

PRESENT VALUE SAVINGS: The Refunding Bonds must generate present value savings. If after the proposals are received and the final refunding analysis has been calculated, there is no present value savings to the Authority, the Authority shall exercise its right to reject all the proposals and the Refunding Bonds shall not be awarded.

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 bonds or term bonds, or both. There may be more than one term bond maturity. However, principal maturities designated as term 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 bonds and serial 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 Act 197, Public Acts of Michigan, 1975, as amended (the "Act"), and Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") and as specified in the Authority's development and tax increment financing plan, in anticipation of the collection of certain tax increment revenue payments from the City of Portage Downtown Development Authority (the "Authority") to the City for the purpose of paying costs of refunding the outstanding City of Portage, Downtown Development Limited Tax Bonds, Series 2001 in the aggregate principal amount of \$2,520,000 maturing in the years 2012 through 2021 (the "Refunded Bonds"). In addition, the City has pledged its limited tax full faith and credit as additional security for the payment of the principal of and interest thereon, and pursuant to such pledge, should funds primarily pledged be insufficient for payment, the City is obligated to make such payment from its general funds or from any taxes which it may levy within applicable constitutional and statutory limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity including those related to equitable subordination.

ESCROW AGENT: Proceeds from the Refunding Bonds will be transferred to _____, _____ as escrow agent (the "Escrow Agent") under an escrow agreement (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 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 bid, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally bid.

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 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 Authority 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 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 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 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 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 45th day following the date of sale, or the first business day thereafter if said 45th 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 notice of cancellation, in writing, 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. The Refunding Bonds will be delivered 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 resolutions 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 (24) hours 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=_____.

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 the 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 such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of or to pay for the Refunding Bonds. All expenses for printing CUSIP numbers on the Refunding Bonds shall be paid for by the City, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

ADDITIONAL INFORMATION: Further information may be obtained from the undersigned at the address specified above or from Meredith A. Shanle, Municipal Financial Consultants Incorporated, 21 Kercheval Avenue, Suite 360, Grosse Pointe Farms, Michigan 48236, telephone (313) 884-9824.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS.

ENVELOPES: Envelopes containing the proposals should be plainly marked "Proposal for City of Portage, Downtown Development Limited Tax Refunding Bonds, , Series 2012."

_____, Finance Director
_____, City of Portage

Las.r2-por196

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 _____, 2012 at __:__.m. Eastern Standard 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 DOWNTOWN DEVELOPMENT LIMITED TAX REFUNDING BONDS, SERIES 2012

WHEREAS, the City of Portage (the "City") by resolution of its Council has approved the issuance of the City of Portage Downtown Development Limited Tax Refunding Bonds, Series 2012 in the principal amount of not to exceed \$2,700,000 (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 _____, 2012, 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-por196

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 8, 2012

FROM: Maurice S. Evans, City Manager 

SUBJECT: Austin Lake Aeration equipment placement

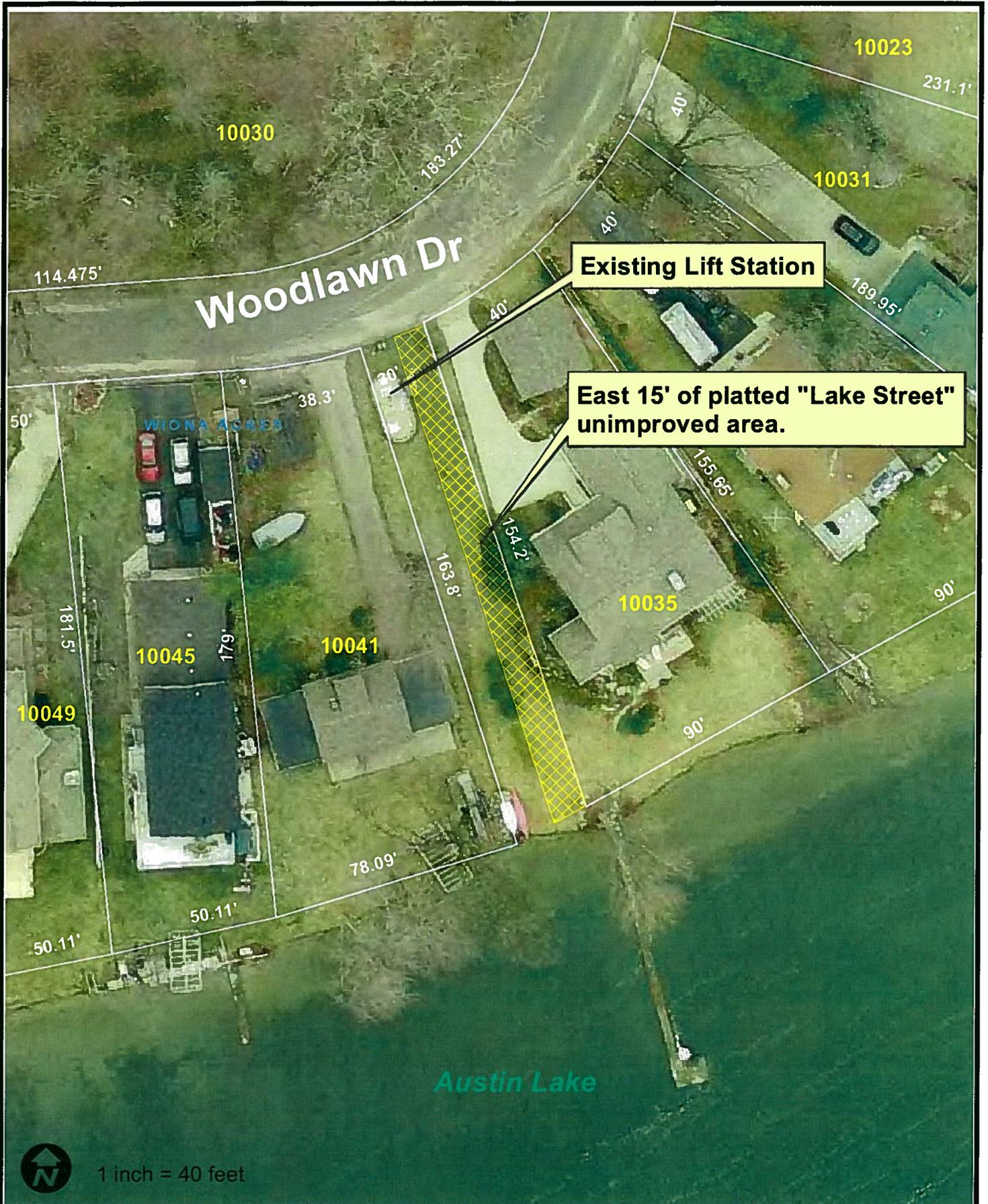
ACTION RECOMMENDED: That City Council authorize execution of a license agreement with the Austin Lake Governmental Lake Board for temporary placement of aeration equipment and authorize the City Manager to sign all documents related to this matter on behalf of the city subsequent to confirmation of the special assessment roll by the Austin Lake Governmental Lake Board.

As City Council is aware, the Austin Lake Government Lake Board (ALGLB) is currently in the process of initiating a lake quality improvement plan which includes the use of aeration. The plan proposes to inject compressed air along with special bacteria into the bottom land of the lake to improve the lake quality by decreasing the existing thickness of the bottom silt. The project will require the temporary installation of three compressor cabinets to supply the compressed air for the project. One of the suitable compressor sites is along Woodlawn Avenue on a parcel platted as Lake Street. A location map of the area is attached. The site currently contains sanitary sewer and storm drainage facilities. The ALGLB has requested that the city grant permission to install a compressor on the site. The City Administration has prepared a personal license agreement between the city and the ALGLB for a term not to exceed five years to accommodate the equipment. The proposed compressor equipment installation will not impact the city utility use of the parcel and according to the equipment vendor will have minimum noise or vision impacts on the neighborhood properties.

The ALGLB January 18, 2012 public hearing on the proposed special assessment roll was adjourned until the following meeting scheduled for February 22, 2012. Depending on the result of the February 22 meeting, the special assessment roll could be adopted at that time.

It is recommend that City Council execute a license agreement with the Austin Lake Governmental Lake Board for temporary placement of aeration equipment on the Lake Street parcel and authorize the City Manager to sign all documents related to this matter on behalf of the city subsequent to confirmation of the special assessment roll by the Austin Lake Governmental Lake Board.

Attachment



Vicinity Map
30' Area between 10035 & 10041 Woodlawn Drive

PERSONAL LICENSE AGREEMENT
FOR AIR COMPRESSOR UNIT

This Personal License Agreement, made and entered into this ____ day of _____, 2012, by and between the Austin Lake Governmental Lake Board ("Board"), a Michigan entity created under Part 309 of the Natural Resources and Environmental Protection Act (MCL 234.30901, et seq.), whose address is _____, Portage, Michigan 49002, and the City of Portage ("City"), a Michigan Municipal Corporation, whose address is 7900 S. Westnedge, Portage, Michigan 49002.

BACKGROUND

1. The City owns certain property adjacent to Austin Lake.
2. The Board desires to improve the water quality of Austin Lake through the use of aeration.
3. That a certain location of city property is the most desirable location to place an air compressor for purposes of aerating Austin Lake.
4. That it is in the public interest and welfare to allow the Board to use City property for the purpose described herein.

NOW, THEREFORE, in consideration and mutual promises herein contained, it is agreed as follows:

1. License Granted. The City, in consideration of the covenants herein specified does hereby grant to the Board a personal right and non-exclusive license to use and occupy a portion of the property platted as Lake Street, City of Portage, as described in Exhibit "A."

2. Permission Not Exclusive. The permission granted under this Agreement is non-exclusive and extends to only such portion of the premises as described in Exhibit "A" or that the City shall subsequently designate in writing. The rights granted herein shall not extend to any riparian of Austin Lake.

3. Duration of License. The personal and non-exclusive right to install and maintain the air compressor as described herein shall be for a term of no more than five (5) years commencing on execution of this license by the City.

4. Renewal of License. The personal and non-exclusive right and privilege stated herein may be renewed for an additional five (5) years unless notice of cancellation of this license in writing is given to the Board by the City or to the City by the Board not less than thirty (30) days prior to the expiration of the original term set forth herein. Renewal of the license will not be unreasonably withheld.

5. Consideration. The permission granted to the Board under this Agreement is given to it as an accommodation in the public interest and the parties hereby acknowledge that the mutual promises contained herein constitute adequate consideration. The Board acknowledges the absolute title of the City in the real estate it is occupying and agrees to never assail, resist, deny or challenge such title.

6. Other Structures. The Board shall not erect any other structures or buildings on the described property or install, erect, or permit to remain on the property any temporary structures, fixtures, shelters, attachments, or any other like structures, other than the air compressor, described in Exhibit "B." The Board shall use the property so described for the sole purpose of locating an air compressor for aerating Austin Lake and for no other use.

7. Assumption of Risk. Except for any claims arising out of the gross negligence or willful misconduct of the City, Board undertakes and assumes for its officers, agents, contractors and subcontractors, and employees all risk of dangerous conditions, if any, on or about the City-owned or controlled property being used by the Board.

8. City Not Liable. Except for claims arising out the gross negligence or willful misconduct of the City and its agents, employees, and contractors, the City, its agents, employees, and contractors shall not be liable to the Board or the Board's agents, contractors or subcontractors for any interference with or disruption in the operation of the Board's air compressor or the consequences of same, or for any damages arising out of the Board's use of the described property and facilities thereon.

9. Indemnification. It is recognized by Board that City assumes no responsibility to conduct maintenance activities for the benefit of the Board, or any other party. Further, Board agrees to assume all liability and to protect, indemnify, and save City, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses, liability, and costs arising out of or in connection with any acts or omissions of Board, its agents, elected officials and employees, in constructing, maintaining, operating and/or repairing the air compressor or use of this License, except where any loss or injury arises solely from the acts or omissions of the City, or its agents, representatives, successors and assigns. Nothing herein contained constitutes, nor should the same be construed as, a waiver of any governmental immunity provided to the City, its agents, employees, officers, or representatives as provided for under common law or statute.

10. Insurance. The Board and all contractors hired by the Board performing work on City property shall obtain the insurance required by this Section. All insurance coverage shall be with insurance carriers acceptable to the City. If any insurance is written with a deductible or self-insured retention, the Board or its contractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the

Board's duty to indemnify the City. The Board and any contractor shall procure and maintain during the term of the Permit the following coverage:

- (a) Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include Employers Liability Coverage.
- (b) Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than \$2,000,000 per occurrence for bodily injury and Personal injury, and \$1,000,000 per occurrence for Property Damage. Coverage shall include the following extensions:
 - (1) Contractual Liability
 - (2) Products and Completed Operations
 - (3) Independent Contractors Coverage
 - (4) Broad Form General Liability Extensions or Equivalent
 - (5) Other coverages deemed necessary and appropriate by City.
- (c) Motor Vehicle Liability Coverage, including Michigan No-Fault Coverage for all vehicles used in the performance of the contract. Limits of Liability shall not be less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage.
- (d) Commercial General Liability Insurance and Automobile Liability Insurance as described above shall include an endorsement stating the City shall be added as a named insured as follows:

"The City, including all elected and appointed officials, boards, commissions, officers and employees."
- (e) Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following:

“It is hereby understood and agreed that this insurance policy may not be canceled by the insurer nor the intention not to renew be stated the insurer until thirty (30) days after receipt by the City, by certified or registered mail, of a written notice of such intention to cancel or not renew.”

- (f) The Board shall provide the City with certificates showing the Board has the insurance policies required by this Agreement, said insurance required may be waived if the City, in its sole discretion, is convinced that the Board requesting the waiver can provide the City with protection of a similar value by other means.

11. Relationship of Parties. Nothing contained in this Agreement nor any act of the parties shall be deemed or construed by any party or by any third party to create the relationship of principal and agent, of partnership, of joint venture, of joint enterprise, of landlord and tenant, or any association between the parties hereto.

12. Title of Personal Property. All equipment installed for or by the Board under this Agreement shall be and at all times remain the property of the Board. The Board shall promptly remove such equipment on termination of this Agreement for any reason, or at expiration of the specified original term or at the expiration of any renewal, extension of such term or otherwise.

13. Access to Property. The City shall permit the Board, its representatives, agents and employees unobstructed access to and from the premises described herein for the purpose of installation, inspection, servicing or maintenance of the air compressor, as well as 24-hour unobstructed access for emergency purposes.

14. Rights of City. It is agreed and understood that the City shall at all times during the term of this license continue to have the use of any and all parts of the property used by the Board for any and all purposes the City so chooses, except for any activity which may damage or endanger the normal operation of the air compressor.

15. Board's Responsibility.

- (a) Installation. The Board shall be responsible for all work in connection with the installation and maintenance of the air compressor. All power associated with the air compressor and the electric power supplier must be buried at an appropriate depth approved by the City. The location of the air compressor on the property shall also be subject to City approval.
- (b) Maintenance. The Board shall be responsible for all maintenance of its air compressor, as well as maintenance of the property which is described in Exhibit "A". Such maintenance of the property shall include mowing on a bi-weekly basis, removal of trash and debris, and any other maintenance necessary to keep the property in a clean and orderly condition. The

Board shall also be responsible for the removal of all graffiti which may be placed upon its equipment no later than 48 hours after it becomes aware of such graffiti.

- (c) Construction of Fences. The Board shall construct and maintain a good and sufficient opaque screening fence around its air compressor so as to eliminate the creation of an attractive nuisance and to prevent injury to the public.

16. Removal of Personal Property. On revocation, surrender, or other termination of the permission granted by this Agreement, the Board shall quietly and peacefully surrender the portion of the described property occupied by the Board in as good a condition as such property was at the time of the Board's original entry under this Agreement, and shall further remove all structures, fixtures, equipment and other things placed by the Board on such property, including all underground power lines and cables. If the Board fails to do so, the City shall have the right to make such removal at the Board's expense.

17. Termination of License. Either party may terminate this license for any reason at any time by giving written notice to the other, specifying the date of termination, and such notice to be given not less than thirty (30) days prior to the date specified in such notice from the date of termination. If City terminates without cause, City shall pay costs of the physical relocation of the air compressor. This shall not include, however, the expenses incurred by Board for the new location of its air compressor.

18. Other Approvals. The Board shall be responsible to obtain all necessary permits, licenses, and other approvals required for the placement of its air compressor on City property.

19. Assignment of License. The non-exclusive right granted to the Board under this Agreement may not be assigned or transferred to any other person, firm, corporation or other entity without the prior express written consent of the City.

20. Notice. All notices and demands required or permitted under this Agreement shall be in writing and shall be served personally or by postage prepaid United States first-class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated on page 1 hereof or to such other place as may be designated by notice given in accordance with this section. Notice shall be deemed to have been given on the earlier of (a) the date when received, or (b) two (2) business days after mailing if mailed in the State of Michigan.

21. No Permit. This license agreement does not obligate the City to issue any other license, or other approval to the Board and it is not intended to be any form of a permit. City, to the best of its ability, however, agrees to cooperate in obtaining permits required for the air compressor from other governmental agencies.

22. Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan.

23. Amendments. No change, modification, supplement or addition to any part of this License Agreement, including this paragraph, shall be binding on either the City or the Board unless it is in writing and signed by both entities.

24. Third-Party Rights. This Agreement is for the benefit of the parties hereto and is not entered into for the benefit of and shall be construed to confer any benefit upon any other person or entity.

25. Pronouns. Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa.

26. Severability. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

27. Survival of Representations, Warranties and Indemnities. All warranties and representation and indemnities made by the parties shall survive payment and performance of the obligations imposed by this Agreement.

28. Waiver, Modification or Cancellation. Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and executed by the parties with the same formality as this Agreement. Any waiver by any party of any provision of this Agreement or any right or option under this Agreement shall not be controlling, nor shall it prevent or estop such party from thereafter enforcing such provision, right or option. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

29. Interpretation. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

30. Attorney Fees and Costs. If any party commences an action against another party as the result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.

31. Cumulative Remedies. All rights, remedies and recourses under this Agreement or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, are non-exclusive and the exercise of any one or more of them shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which any party may be entitled.

32. Further Assurances. Each party shall execute and deliver to the other party any documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, and shall do all other things necessary to this end, all without charge therefor. If any party shall fail to comply with the provisions of this section, this agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

33. Duplicate Originals, Counterparts. This Agreement and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original but all of which shall constitute one and the same instrument.

34. Authority. Each party to this Agreement which is a corporation, limited partnership, general partnership, trust or other entity warrants and represents that it is properly authorized by its board of directors, stockholders, partners and/or holders of beneficial interests to enter into this Agreement.

Witnesses:

CITY OF PORTAGE

By: _____

Its: _____

APPROVED AS TO FORM

DATE 1/9/12

[Signature]
CITY ATTORNEY

Witnesses:

AUSTIN LAKE GOVERNMENTAL LAKE BOARD

By: _____

Its: _____

Prepared by:
Randall L. Brown & Associates, PLC
Randall L. Brown
City Attorney
1662 East Centre Avenue
Portage, MI 49002

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CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 6, 2012

FROM: Maurice S. Evans, City Manager



SUBJECT: Human Services Board – Human Service Public Educational Proposal

ACTION RECOMMENDED: That City Council approve the Human Services Board proposal for human service public education.

Attached is a communication from Community Development Director Georgeau that summarizes the Human Services Board proposal for human service public education efforts. In July 2011, the Board presented a proposal to Council to host a Human Services Fair. After additional review, the Board has recommended several alternative actions which include: a direct mailing regarding human services information and resources; publication of articles in the *Portager*; posting of relevant information on the city website; and use of cable access to enhance public education regarding human services available to Portage residents in the community.

The City Administration recommends approval of the proposal by the Human Services Board.

Attachment: February 6, 2012 communication from Community Development Director Georgeau

CITY OF PORTAGE

COMMUNICATION

TO: Maurice S. Evans, City Manager

DATE: February 6, 2012

FROM: Vicki Georgeau, ^{Ma} Director of Community Development

SUBJECT: Human Services Board – Human Service Public Education Proposal

Attached is a communication from Marc Meulman, Chair of the Human Services Board (HSB), which summarizes the HSB proposal for human service public education efforts. As you may recall, in July 2011, the Board presented a proposal to Council to host a Human Services Fair. After additional review, the Board has recommended several alternative actions which include the following:

1. The city, in collaboration with the HSB Chair, accomplish a direct mailing of the Human Services Information and Referral Resources brochure to approximately 220 Portage organizations including: day care centers, public and private schools, medical providers, and religious organizations.
2. The city includes at least one article annually in the *Portager* highlighting existing human service information and referral resources.
3. The city utilizes cable access to broadcast public service announcements regarding human service programs and assistance.
4. The city provides human services information on the City of Portage website with links to 2-1-1, Portage Community Center, Kalamazoo County Health and Community Services Department, and other appropriate organizations. Additionally, links to resource material such as the Emergency Services Guide developed annually by the Gryphon Place and Greater Kalamazoo United Way, the Navigating Health Care Guide, Youth out of School Time Guide, Youth Mentoring Guide, and other relevant resources are posted on the website. This item can be accomplished by posting the Human Services Information and Referral Resources brochure on the city website, which will include direct links to the organizations and resources listed above.

The actions proposed will increase citizen knowledge regarding human services available within the community. As such, approval of the proposed activities is recommended. Funding for printing of the brochure and the direct mailing are minimal, and can be provided for in the Community Development Department operations budget.

I am available to further discuss this matter with you at your convenience.

Attachments: February 3, 2012 communication from Marc Meulman
December 1, 2011 and January 19, 2012 approved Human Services Board minutes

**TRANSMITTAL FROM
HUMAN SERVICES BOARD**

DATE: February 3, 2012

TO: Honorable Mayor and City Council

FROM: Marc Meulman, Chair, Human Services Board



SUBJECT: Human/Public Services Education Proposal - Revised

In July 2011, the Human Services Board (HSB) requested City Council approval to plan a Human Services Fair to improve knowledge of human services available throughout the community to Portage residents. On July 26, 2011, Council directed the HSB to further review aspects of the proposed event, and report back to Council prior to confirming an event date.

The HSB subsequently completed research and planning for the fair. As recommended by the City Administration, the HSB consulted with the Greater Kalamazoo United Way, which presented information to the Board regarding existing educational resources, such as annual forums, service maps, the 2-1-1 information and referral helpline and on-line database, and several service guides (e.g. Emergency Services Guide), which are utilized by non-profits, units of government and other entities throughout the county. After the United Way presentation, the HSB evaluated existing resources and determined that hosting a Human Services Fair may duplicate other efforts already provided in the community. After further discussion, and with assistance from city staff, the HSB developed the attached Human Services Information and Referral Resources brochure and decided to instead focus its efforts on accomplishing a direct mailing of the brochure, amongst other activities. During the December 1, 2011 and January 19, 2012 meetings, the HSB recommended the following actions be recommended to City Council:

1. The city, in collaboration with the HSB Chair, accomplish a direct mailing of the Human Services Information and Referral Resources brochure to approximately 220 Portage organizations including: day care centers, public and private schools, medical providers, and religious organizations. The mailing list, and a cover letter that will accompany the brochure, are attached.
2. The city include at least one article annually in the *Portager* highlighting existing human service information and referral resources;
3. The city utilize Cable Access to broadcast public service announcements regarding human service programs and assistance;
4. The city provide human services information on the City of Portage website with links to 2-1-1, Portage Community Center, Kalamazoo County Health and Community Services Department, and other appropriate organizations. Additionally, links to resource material such as the Emergency Services Guide developed annually by the Gryphon Place and Greater Kalamazoo United Way, the Navigating Health Care Guide, Youth out of School Time Guide, Youth Mentoring Guide, and other relevant resources are posted on the website. This item can be accomplished by posting the Human Services Information and Referral Resources brochure on the city website, which will include direct links to the organizations and resources listed above.

I will be in attendance at the February 14, 2012 City Council meeting to answer any questions you may have regarding this proposal. In the meantime, feel free to contact me regarding this matter.

Attachments: Human Services Information and Referral Resources brochure, cover letter and mailing list

Date

Name

Organization

Address

City/State

Dear Community Partner:

Re: Human Services Information & Referral Resources

On behalf of the City of Portage and the Portage Human Services Board, we are pleased to share with you the enclosed Human Services Information & Referral Resources brochure. The brochure was prepared to accomplish two primary objectives:

- to help organizations direct Portage citizens to the services that can best meet those needs, and
- to guide Portage citizens seeking assistance to “portals” or mainstream human service providers where information or direct assistance can be obtained.

If you find yourself in a position to help someone in need, but are unsure where to direct them, the enclosed brochure should be of assistance to you or your organization. This document is also available on the City of Portage website at www.portagemi.gov and includes links to the resource materials and mainstream human service providers referenced in the brochure.

We hope you find this information helpful to you and those you serve. If you have any questions or comments, please feel free to contact the City of Portage Department of Community Development at 329-4477. Thank you for your consideration regarding this matter.

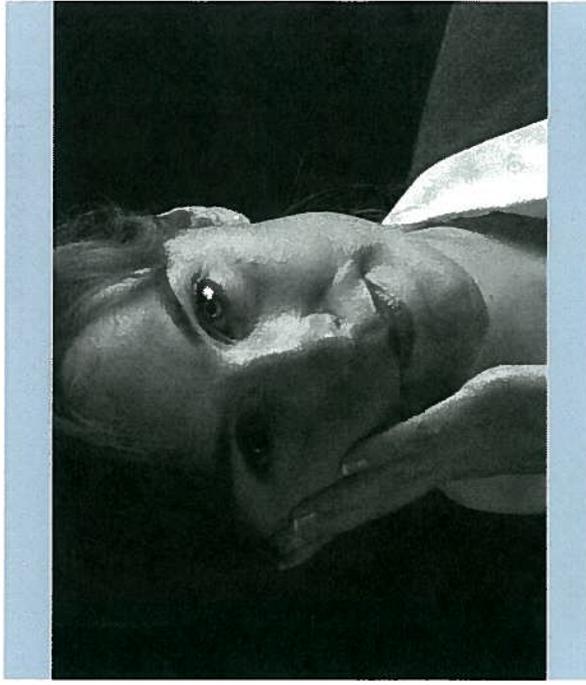
Sincerely,

Marc Meulman, Chair
City of Portage Human Services Board

For Citizens Seeking Assistance:

- ◆ For Life-Threatening Emergencies: Call 9-1-1
- ◆ For Crisis Counseling: Call 2-1-1 (or 269-381-4357) for the Gryphon Place 24-hour crisis intervention help line.
- ◆ For Information & Referral to Health and Human Services: Call 2-1-1, the Gryphon Place 24-hour help line. In addition to the 2-1-1 help line, a searchable database is available on the Gryphon Place website at www.gryphon.org.
- ◆ To receive direct assistance, contact the following local human service agencies:
 - Portage Community Center at 269-323-1942 or www.portagecommunitycenter.org.
 - Kalamazoo County Health and Community Services at 269-329-5200 or www.kalcounty.com.
 - Michigan Department of Human Services at 269-337-4900 or www.michigan.gov/dhs.

Human Services Information & Referral Resources



Human Services Information & Referral Resources

This brochure has been developed to help citizens connect with a variety of services, programs and opportunities that may be of assistance to persons in need.

From time to time, Portage citizens may find themselves, or someone they know in need of assistance, which may include, but is not limited to:

- ◆ Crisis intervention
- ◆ Food Assistance
- ◆ Housing Assistance
- ◆ Utility Assistance
- ◆ Health Care Assistance
- ◆ Youth Assistance
- ◆ Senior Assistance

Whether you are seeking assistance for yourself or a family member, or if you have come into contact with someone in need, the following information and resources are provided for consideration.



For Organizations Providing Assistance to Citizens in Need:

The following resources may be of assistance to your organization with making appropriate referrals for citizens in need. These resources include a 24-hour help line, a searchable database, written guides and "service maps", annual forums and a weekly information center, all of which provide valuable information regarding human services available in the community.

2-1-1 24-Hour Help Line

The Gryphon Place maintains a 24-hour help line that provides crisis intervention, information and referrals for a variety of health and human services, and volunteer opportunities. Also available is a searchable database through the Gryphon Place website. For more information, call 2-1-1, 269-381-4357 or visit www.gryphon.org/211.

Emergency Services Guide

This guide is prepared by the Greater Kalamazoo United Way and Gryphon Place to assist health and human service providers with directing consumers to appropriate resources for:

- ◆ Housing Assistance
- ◆ Utility Assistance
- ◆ Food Assistance
- ◆ Other Emergency Needs & Community Centers

For more information, call 269-343-2524 or visit www.kalamazoounitedway.org.

Service Maps

Maps or flow charts have been developed by the United Way to summarize and outline human services provided in the community. For more information, call 269-343-2524 or visit www.kalamazoounitedway.org.

Health Care, Youth Development and Mentoring Resources

The United Way and Gryphon Place have prepared additional resource information to assist service providers and consumers with health care, youth development and mentoring resources:

- ◆ Navigating Health Care Guide
- ◆ Navigating Health Care Brochure
- ◆ Youth Out of School Time Guide
- ◆ Youth Mentoring Guide

For more information, call 269-343-2524 or visit www.kalamazoounitedway.org.

Annual Forums

The United Way facilitates four annual forums to provide updates regarding: 1) Energy Assistance; 2) Housing Assistance; 3) Medical/Dental Assistance; and 4) Food Assistance. These forums are held for human service providers and other organizations. Information regarding the Annual Forums can be obtained by calling 269-343-2524 or at the following website: www.kalamazoounitedway.org.

Community Housing Information Center

A weekly "housing hour" is provided at Housing Resources Inc. and includes agencies that provide information regarding housing assistance, human services, legal aid and health care assistance. The housing hour is open to service providers and consumers. For more information, call 269-382-0287 or visit www.housingresourcesinc.org.

| NAME | ADDRESS | Type |
|--------------------------------------|------------------------|------------------|
| Curious Kids @ Lake Center | 10011 Portage Rd. | Daycare Provider |
| Curious Kids | 1010 W Milham | Daycare Provider |
| Curious Kids @ Woodland | 1401 Woodland | Daycare Provider |
| Little Tykes Learning Center | 1422 E. Centre Avenue | Daycare Provider |
| Woods Edge YMCA Preschool | 1501 Milham | Daycare Provider |
| St James Lutheran Preschool | 2381 Romance Rd | Daycare Provider |
| Portage Cong Comm Nurs Inc | 2731 W Milham | Daycare Provider |
| Portage YMCA Ahoma | 2900 W Centre Avenue | Daycare Provider |
| Portage Head Start | 325 E. Centre Street | Daycare Provider |
| Milestone Educare | 400 Gladys St | Daycare Provider |
| Adventures Learning Centers | 4295 Bishop Road | Daycare Provider |
| Curious Kids @ Angling Road | 5340 Angling Rd. | Daycare Provider |
| Bright Futures Child Care Center | 5416 Meredith St. | Daycare Provider |
| Nazarene Wee Care Center | 5625 Oakland Dr | Daycare Provider |
| Appletree Christian Learning Center | 5902 South 12th Street | Daycare Provider |
| Tutor Time ChildCare Learning Center | 6500 Constitution | Daycare Provider |
| Tutor Time ChildCare Learning Center | 6500 Constitution Blvd | Daycare Provider |
| Curious Kids @ 12th Street | 6501 12th Street | Daycare Provider |
| Curious Kids @ Amberly | 6637 Amberly | Daycare Provider |
| C.H.U.M. Co-Op Preschool | 7028 Oakland Dr | Daycare Provider |
| Grace Montessori Preschool | 7200 Angling Road | Daycare Provider |
| Christ For Kids Childcare | 7211 Oakland Drive | Daycare Provider |
| Curious Kids @ Moorsbridge | 7361 Moorsbridge Rd | Daycare Provider |
| Kinder Care Learning Center | 7455 Oakland Drive | Daycare Provider |
| Shamrock Montessori Center Inc | 7508 Oakland Dr | Daycare Provider |
| Otis Montessori Academy Inc | 810 East Centre | Daycare Provider |
| Play and Learn Zone (PALZ) | 8125 Valleywood Lane | Daycare Provider |
| Pathfinder Church Childcare | 8740 S Westredge | Daycare Provider |
| Cristin's Creative Corner | 9416 Shaver Rd. | Daycare Provider |
| Joy City USA | 995 Romance | Daycare Provider |
| TIMOTHY G WALBRIDGE, DDS | 1190 E MILHAM AV | Medical Provider |
| KALAMAZOO CHIROPRACTIC CENTER | 1210 W MILHAM AV | Medical Provider |
| HAND SURGERY CTR OF SW MICH | 1220 W MILHAM AV | Medical Provider |
| GRAYDON COON, DDS, PLC | 1250 E MILHAM AV | Medical Provider |
| SIMONDS FOOT & ANKLE CLINICS PC | 126 EAST KILGORE RD | Medical Provider |
| KALAMAZOO ORTHODONTICS | 1314 W MILHAM AV | Medical Provider |
| ASTHMA ALLERGY CENTERS | 1324 W MILHAM AV | Medical Provider |
| KEVIN LAVERY MD | 1350 WEST CENTRE AVE | Medical Provider |
| MARY ANN BUKOWSKI, DDS | 1416 W MILHAM AV | Medical Provider |
| CHILDREN'S MEDICINE PC | 1428 W MILHAM AV | Medical Provider |
| MENTAL HEALTH CLINIC | 1514 WEST MILHAM AVE | Medical Provider |
| NICOLA FAMILY DENTISTRY | 1522 WEST CENTRE AVE | Medical Provider |
| CANDIS WARNER M EDD | 1611 WEST CENTRE AVE | Medical Provider |
| JASON DOPP, DDS, PLC | 1616 W CENTRE AV | Medical Provider |
| JOHNSON & SMITH, LLC | 1617 E MILHAM AV | Medical Provider |

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| DR MARK STEVENSON, DDS | 1618 W MILHAM AV | Medical Provider |
| ZEALTER FOUAD | 1624 WEST CENTRE AVE | Medical Provider |
| PROFESSIONAL THERAPY CNSLTN | 1651 WEST CENTRE AVE | Medical Provider |
| CHILD & FAMILY PSYCHOLOGICAL | 1662 EAST CENTRE AVE | Medical Provider |
| PAUL MASTON, DDS | 1822 W MILHAM AV | Medical Provider |
| DENNY RICHARDS DDS | 200 EAST CENTRE AVE | Medical Provider |
| JACK HOSNER, DDS | 2100 E CENTRE AV | Medical Provider |
| JERRY SIWIK MD | 2600 WEST CENTRE AVE | Medical Provider |
| SARA EHLKE-BEJCEK MD | 2680 WEST CENTRE AVE | Medical Provider |
| KALAMAZOO NERVE CENTER | 2750 OLD CENTRE AV | Medical Provider |
| THOMAS J SAEWERT, DDS | 3000 W CENTRE AV | Medical Provider |
| ROGER VANDERBEEK, DDS | 3060 W CENTRE AV | Medical Provider |
| KALAMAZOO PHYSICIANS REALTY CO | 3200 W CENTRE AV | Medical Provider |
| SAGE ORTHODONTICS | 3275 COOLEY CT | Medical Provider |
| KALAMAZOO ENDOSCOPY CENTER | 3300 COOLEY CT | Medical Provider |
| BRONSON FAMILY PRACTICE | 3300 W CENTRE AV | Medical Provider |
| OB/GYN ASSOC OF SW MICHIGAN | 3300 W CENTRE AV | Medical Provider |
| GASTROENTEROLOGY OF SW MICHIGAN | 3304 COOLEY CR | Medical Provider |
| OPHTHALMIC MGMT SVC LLC | 3412 W CENTRE AV | Medical Provider |
| SOUTHERN MICH PAIN CONSULTANTS, PC | 3770 GLENKERRY CT | Medical Provider |
| KALAMAZOO ORAL & MAXILLAFACIAL SURG | 3801 GLENKERRY CT | Medical Provider |
| SPORTS MEDICINE & JOINT CARE | 3810 W CENTRE AV | Medical Provider |
| W MICHIGAN EAR, NOSE & THROAT | 3850 GLENKERRY CT | Medical Provider |
| TLC MICHIGAN, LLC | 410 E CENTRE AV | Medical Provider |
| F W OPPEL DDS | 425 E CENTRE AV | Medical Provider |
| ADVANCED ALLERY & ASTHMA CENTER | 430 WEST CENTRE AVE | Medical Provider |
| ADVANCED MICROENDODONTICS | 440 WEST CENTRE AVE | Medical Provider |
| DANIEL BRAYTON DDS | 470 WEST CENTRE AVE | Medical Provider |
| ACUPUNCTURE & ORIENTAL MEDICINE | 4855 W CENTRE AV | Medical Provider |
| CONSTANCE BROWN HRG & SPCH CTR | 4855 W CENTRE AV | Medical Provider |
| RONALD L FLACHS, DDS | 4855 W CENTRE AV | Medical Provider |
| DAVID CRANDELL DDS | 5040 LOVERS LN | Medical Provider |
| BORGESS FAMILY MEDICARE | 5052 LOVERS LN | Medical Provider |
| HARRY BELL, DDS | 5052 LOVERS LN | Medical Provider |
| TRESTLEWOOD PEDIATRICS PC | 5082 LOVERS LANE | Medical Provider |
| FAMILY DENTAL CARE | 5090 LOVERS LN | Medical Provider |
| KALAMAZOO CLINICAL ASSOC | 5100 LOVERS LN | Medical Provider |
| CATHERINE PIKE DDS | 5102 LOVERS LN | Medical Provider |
| DAVID COOLEY DDS | 5108 LOVERS LN | Medical Provider |
| PATRICIA LYMAN PHD | 5220 LOVERS LN | Medical Provider |
| CAROLYN HEINEMAN PHD | 5228 LOVERS LN | Medical Provider |
| ADVANTAGE HEALTHCARE INC | 528 WEST CENTRE AVE | Medical Provider |
| DAVID THROWER DO | 576 ROMENCE RD STE 124 | Medical Provider |
| JEFFRY SCHIMP DDS | 5827 OAKLAND DR | Medical Provider |
| SHIRANI WIJAY MD | 5829 SOUTH WESTNEDGE AVE | Medical Provider |
| HEARING LIFE | 5833 OAKLAND DR | Medical Provider |

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| OPTIMUM HEALTH | 5833 OAKLAND DR | Medical Provider |
| ELLARD DENTAL CLINIC | 5835 OAKLAND DR | Medical Provider |
| FAMILY DENTISTRY | 5841 SOUTH WESTNEDGE AVE | Medical Provider |
| PREMIER NEUROPSYCHIATRY PC | 5930 LOVERS LANE | Medical Provider |
| FAMILY DENTISTRY | 6016 LOVERS LN | Medical Provider |
| PEDIATRICS, PC | 6087 DOVE CT | Medical Provider |
| KALAMAZOO DERMATOLOGY | 6100 NEWPORT RD | Medical Provider |
| GALLAGHER & ASSOC | 6100 NEWPORT RD #222 | Medical Provider |
| KALAMAZOO OPTOMETRY | 6101 NEWPORT RD #A | Medical Provider |
| KWONG ORTHODONTICS PC | 6121 SOUTH WESTNEDGE AVE | Medical Provider |
| JOHN A WILER, DDS | 621 W CENTRE AV | Medical Provider |
| DAVID J WADAS, DDS | 636 E MILHAM AV | Medical Provider |
| ANKLE & FOOT CENTRE PC | 640 ROMENCE RD | Medical Provider |
| DEANNA MAYO DR | 6483 SOUTH WESTNEDGE AVE | Medical Provider |
| PEDIATRICS, PC | 670 MALL DR | Medical Provider |
| ASPEN DENTAL | 6714 SOUTH WESTNEDGE AVE | Medical Provider |
| LINDA HUBBARD DDS | 700 MALL DR | Medical Provider |
| RICHARD SHOCKLEY DDS | 706 WEST CENTRE AVE | Medical Provider |
| FAITH A ROWEAN, DDS | 710 W CENTRE AV | Medical Provider |
| SCOT STROMSTRA DDS | 712 WEST CENTRE AVE | Medical Provider |
| ALL-DENTURE SAME DAY REPAIRS & RELINES | 7127 SOUTH WESTNEDGE AVE | Medical Provider |
| HOUSECALL PHYSICIANS SWMI | 724 WEST CENTRE AVE | Medical Provider |
| ENNIS BERKER DR | 7320 GARDEN LN | Medical Provider |
| SW MICHIGAN DERMATOLOGY | 7775 ANGLING RD | Medical Provider |
| GREAT LAKES ORTHODONTICS | 7864 MOORSBRIDGE RD | Medical Provider |
| DELANO CLINIC | 7895 CURRIER DR | Medical Provider |
| PRO MED INTERNAL MEDICINE | 7895 CURRIER DR | Medical Provider |
| PROMED HEALTHCARE | 7895 CURRIER DR | Medical Provider |
| BORGESS MEDICAL CENTER | 7901 ANGLING RD | Medical Provider |
| IMMEDIATE MEDICAL CARE- WOODBRIDGE | 7901 ANGLING RD | Medical Provider |
| GREATLAKES CARDIO THORACIC SURGERY | 7901 S 12TH ST | Medical Provider |
| OPHTHALMOLOGY | 7901 S 12TH ST | Medical Provider |
| ORTHOPEDIC ASSOCIATES OF KALAMAZOO | 7901 S 12TH ST | Medical Provider |
| PHYSICIANS CTR OF PHYS MED, PC | 7901 S 12TH ST | Medical Provider |
| PLASTIC SURGERY OF KAL., P.C. | 7901 S 12TH ST | Medical Provider |
| SKIN CARE CENTER | 7901 S 12TH ST | Medical Provider |
| PAIN CLINIC | 7920 KIRKLAND DR | Medical Provider |
| FRANK ALLEY, DDS | 7934 ASHTON WOODS DR | Medical Provider |
| GREAT LAKES PLASTIC & HAND SURGERY | 7971 MOORSBRIDGE RD | Medical Provider |
| PRO MED PHYSICIANS- PEDIATRICS | 8001 ANGLING RD #2 | Medical Provider |
| MID-AMERICA PSYCHOLOGICAL SERVICES PC | 8036 MORRSBRIDGE RD | Medical Provider |
| CREATIVE DENTISTRY | 8080 MOORSBRIDGE RD #101 | Medical Provider |
| KEITH COHRS, DDS | 8110 COOLEY DR | Medical Provider |
| KEVIN KELLY, MD PC | 8145 VALLEYWOOD LN | Medical Provider |
| DONALD TROYER | 8150 MOORSBRIDGE RD STE C | Medical Provider |
| COVENANT CHRISTIAN COUNSELING | 8175 CREEKSIDE DR | Medical Provider |

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| RICHARD OPPENLANDER, DDS | 8191 MOORSBRIDGE RD | Medical Provider |
| PORTAGE FAMILY DENTISTRY | 8905 PORTAGE RD | Medical Provider |
| ADULT & FAMILY COUNSELING | 8928 PORTAGE RD | Medical Provider |
| GREAT LAKES ENDODONTICS PC | 950 TRADE CENTRE WAY | Medical Provider |
| FAMILY HEALTH CENTER | 325 EAST CENTRE AVE | Medical Provider |
| CHURCH OF JESUS CHRIST | 10000 SOUTH WESTNEDGE AVE | Religious Institution |
| KALAMAZOO DEACONS CONFERENCE | 10010 PORTAGE RD | Religious Institution |
| UNITARIAN UNIVERSALIST COMM CHURCH | 10441 SHAVER RD | Religious Institution |
| CHERRY CREEK COMMUNITY CHURCH | 10641 SHAVER RD | Religious Institution |
| FIRST BAPTIST CHURCH OF PTG | 1133 E CENTRE AV | Religious Institution |
| DIOCESE OF KALAMAZOO | 1150 W CENTRE AV | Religious Institution |
| MICHIGAN PRESBYTERIAN BOARD | 1515 HELEN AV | Religious Institution |
| PORTAGE FR METHODIST CH | 1715 W CENTRE AV | Religious Institution |
| PRINCE OF PEACE LUTHERAN CHURCH | 1747 W MILHAM AV | Religious Institution |
| CHRIST APOSTOLIC CHURCH OF KALAMAZOO | 1809 ROMENCE RD | Religious Institution |
| FIRST CHURCH OF GOD OF PORTAGE | 1917 E CENTRE AV | Religious Institution |
| INDO AMERICAN CULTURAL CENTER AND TEMPLE | 2002 RAMONA AVE | Religious Institution |
| FIRST UNITED METHODIST CHURCH | 214 CROCKET AV | Religious Institution |
| ST. JAMES EVANGELICAL LUTHERAN CHURCH | 2381 ROMENCE RD | Religious Institution |
| HART TO HEART MINISTRY | 2401 EAST MILHAM AVE | Religious Institution |
| KALAMAZOO VALLEY FAMILY CHURCH | 2500 VINCENT AV | Religious Institution |
| THE NEW APOSTOLIC CHURCH OF | 2601 KALARAMA AV | Religious Institution |
| PORTAGE UNITED CHURCH OF CHRIST | 2731 W MILHAM AV | Religious Institution |
| PORTAGE CONGREGATIONAL CHURCH | 2817 W MILHAM AV | Religious Institution |
| VICTORY BAPTIST CH OF PORTAGE | 308 W MILHAM AV | Religious Institution |
| THREADS CHURCH, INC. | 3600 W MILHAM AV | Religious Institution |
| LIFT HIM UP GOSPEL MINISTRIES | 5400 MEREDITH ST | Religious Institution |
| FIRST ASSEMBLY OF GOD CHURCH | 5550 OAKLAND DR | Religious Institution |
| FIRST CHURCH OF NAZARENE | 5603 OAKLAND DR | Religious Institution |
| GREATER FAITH MINISTRY | 5811 OAKLAND DR | Religious Institution |
| GURDWARA SINGH SABHA KALAMAZOO | 5828 CHESHIRE ST | Religious Institution |
| PORTAGE CHURCH OF CHRIST | 6385 S 12TH ST | Religious Institution |
| CHAPEL HILL UNITED METH CHURCH | 7028 OAKLAND DR | Religious Institution |
| SW MI CLASSIS, REFORMED CHURCH | 7198 ANGLING RD | Religious Institution |
| THE BRIDGE PORTAGE | 7200 ANGLING ROAD | Religious Institution |
| ST MICHAEL LUTHERAN CHURCH | 7211 OAKLAND DR | Religious Institution |
| OAKLAND DR CHURCH OF CHRIST | 7331 OAKLAND DR | Religious Institution |
| JEHOVAH'S WITNESSES | 7415 OAKLAND DR | Religious Institution |
| BEREAN BAPTIST CH OF PORTAGE | 7813 S 12TH ST | Religious Institution |
| CHRISTIAN ASSEMBLY OF GOD | 7835 LOVERS LN | Religious Institution |
| MICH DIST ASSEMBLIES OF GOD | 7837 LOVERS LN | Religious Institution |
| THE FIRST REFORMED CHURCH | 7905 S WESTNEDGE AV | Religious Institution |
| LAKE CENTER BIBLE CHURCH | 805 E OSTERHOUT AV | Religious Institution |
| LAKE CENTER BIBLE CHURCH | 805 EAST OSTERHOUT AVE | Religious Institution |
| PORTAGE 1ST METHODIST CHURCH | 8740 S WESTNEDGE AV | Religious Institution |
| LOVE HIM MORE MINISTRIES | 8847 PORTAGE ROAD | Religious Institution |

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|--------------------------------|--------------------------|-----------------------|--|
| ST BARNABAS EPISCOPAL CHURCH | 929 E CENTRE AV | Religious Institution | |
| PRAIRIE EDGE CHURCH | 9316 OAKLAND DR | Religious Institution | |
| LORD OF LIFE LUTHERAN CHURCH | 9420 PORTAGE RD | Religious Institution | |
| KALAMAZOO VALLEY FAMILY CHURCH | 995 ROMENCE RD | Religious Institution | |
| Northern High School | 1000 Idaho | School | |
| Northern High School | 1000 Idaho | School | |
| Northern High School | 1000 Idaho | School | |
| Northern High School | 1000 Idaho | School | |
| Lake Center Elementary | 10011 Portage Rd. | School | |
| Community Education Center | 1010 West Milham Ave | School | |
| Portage Community High School | 1010 West Milham Ave | School | |
| Portage Community High School | 1010 West Milham Ave | School | |
| Portage Community High School | 1010 West Milham Ave | School | |
| Portage Community High School | 1010 West Milham Ave | School | |
| Woodland Elementary | 1401 Woodland | School | |
| KALAMAZOO ACADEMY, INC | 4221 E MILHAM AV | School | |
| Angling Road Elementary | 5340 Angling Road | School | |
| North Middle School | 5808 Oregon | School | |
| North Middle School | 5808 Oregon | School | |
| FOUNDATION FOR BEHAV RESEARCH | 5808 Oregon | School | |
| 12th Street Elementary | 6325 OAKLAND DR | School | |
| Haverhill Elementary | 6501 S 12th Street | School | |
| Haverhill Elementary | 6633 Haverhill Ave | School | |
| Amberly Elementary | 6637 Amberly | School | |
| West Middle School | 7145 Moorsbridge | School | |
| West Middle School | 7145 Moorsbridge | School | |
| West Middle School | 7145 Moorsbridge | School | |
| West Middle School | 7145 Moorsbridge | School | |
| Moorsbridge Elementary | 7361 Moorsbridge | School | |
| Central High School | 8135 South Westredge Ave | School | |
| Central High School | 8135 South Westredge Ave | School | |
| Central High School | 8135 South Westredge Ave | School | |
| Central High School | 8135 South Westredge Ave | School | |
| Central High School | 8135 South Westredge Ave | School | |
| Central High School | 8135 South Westredge Ave | School | |
| Central Middle School | 8305 South Westredge Ave | School | |
| Central Middle School | 8305 South Westredge Ave | School | |
| Central Middle School | 8305 South Westredge Ave | School | |
| Central Elementary | 8422 South Westredge Ave | School | |
| | | | |
| Daycare Providers | | 30 | |
| Medical Providers | | 111 | |
| Religious Institutions | | 44 | |
| Schools | | 31 | |
| TOTAL | | 216 | |

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of Meeting, December 1, 2011

CALL TO ORDER: The meeting was called to order by Marc Meulman at 6:35 p.m.

MEMBERS PRESENT: Angela Manahan Ilori (arrived at approximately 6:50 p.m.), Raymond LaPoint, Elma (Pat) Maye, Nadeem Mirza, Cory Puterbaugh

MEMBERS EXCUSED: Diane Durian, Sandra Sheppard

MEMBERS UNEXCUSED: Kyle Huitt (Youth Advisory Committee Liaison)

STAFF PRESENT: Vicki Georgeau, Director of Community Development

APPROVAL OF MINUTES: A motion was made by Puterbaugh, supported by Maye, to approve the November 3, 2011 minutes as submitted. Upon voice vote, the motion passed 5-0.

OLD BUSINESS:

Human Services Public Education: Meulman summarized the Board's efforts to date regarding this matter, noted a recommendation was made to City Council in July 2011 to host a public forum, and recommended the need for continued work by the Board. A motion was made by Maye, supported by Mirza, to remove this business item from the table. Upon voice vote, the motion passed 5-0. Meulman further summarized the staff report and his communication to the Board included in the agenda, and recommendations to move forward with public education efforts. Staff summarized the format and content of the draft brochure. After Board review, no major revisions were recommended for the brochure. With regard to the mailing list developed for a direct mailing, there was Board consensus that the types of organizations included were appropriate, and that the mailing list should be expanded to all day care providers, medical providers, and religious institutions with a mailing address in Portage, not just those included in the city's Assessor database (i.e. those that own real property). After further discussion, staff indicated a final draft of the brochure and an expanded mailing list would be provided to the Board for review at the next regular meeting. A motion was made by Maye, supported by Mirza, that the following actions be recommended to City Council: 1) the city include at least one article annually in the Portager highlighting existing human service information and referral resources; 2) the city utilize Cable Access to broadcast public service announcements regarding human service programs and assistance; 3) the city provide Human Services information on the City of Portage website with links to 2-1-1, Portage Community Center, Kalamazoo County Health and Community Services Department and other appropriate organizations. Additionally, links to resource material such as the Emergency Services Guide developed annually by the Gryphon Place and Greater Kalamazoo United Way, the Navigating Health Care Guide, Youth Out of School Time Guide, Youth Mentoring Guide and other relevant resources are posted to the website; 4) the city, in collaboration with the HSB Chair, draft a communication to accompany the brochure included in the agenda packet for the December 1, 2011 meeting, and be mailed to organizations and individuals on the proposed draft mailing list provided by the administration at the November 3rd meeting. Staff noted that prior to forwarding a formal recommendation to City Council, the a final version of the brochure and mailing list should be reviewed by the Board at the next Board meeting, as noted earlier in the discussion. After further discussion and upon voice vote, the motion passed 6-0.

NEW BUSINESS:

Election of Officers: The Board recommended the following slate of officers: Marc Meulman, Chair, Sandra Sheppard, Vice-Chair, and Pat Maye, Secretary. Upon voice vote, the motion passed 6-0.

Metro Transit ADA Advisory Committee–Member report: Meulman indicated that the Committee had been discussing potential changes to the Grocery Assistance Program. At this time the Committee determined no change in service was appropriate.

FY 2012-13 Human/public Service Grant Review Process and January meeting schedule: Meulman reviewed the upcoming process for the annual review of grant applications. In particular, the Board would hear presentations from applicants on January 5, 2012, and a special meeting of the Board would be held on January 19, 2012 to review Board scores of applications and to rank the applicants. On February 2, 2012, the Board would make a final recommendation to City Council. Staff added that requests for applications were mailed out on November 15th and were due to the city on December 12th and that the Board would be provided the applications booklet in late December. Staff also provided an overview of how requests for applications were disseminated, and noted that the City Administration will also provide their recommendation on funding for Board review prior to final action by the Board in February 2012.

STATEMENT OF CITIZENS: Bill Lenehan requested clarification on human/public service education efforts. Meulman explained the Board had moved away from the idea of hosting a forum and instead was recommending a direct mailing of a brochure.

ADJOURNMENT: There being no further business before the Board, the meeting was adjourned at 7:20 p.m.

Respectfully submitted,

Vicki Georgeau, Director
Community Development

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of Meeting, January 19, 2012

CALL TO ORDER: Meeting called to order at 6:35 p.m. by Sandra Sheppard, Vice-Chairperson

MEMBERS PRESENT: Cody Dekker, Diane Durian, Angela Manahan Ilori, Elma (Pat) Maye, Nadeem Mirza, Cory Puterbaugh, Sandra Sheppard

MEMBERS EXCUSED: Raymond LaPoint, Marc Meulman

MEMBERS ABSENT: Kyle Huitt (Youth Advisory Committee Liaison)

STAFF PRESENT: Vicki Georgeau, Director of Community Development, and Elizabeth Money, Neighborhood Program Specialist

APPROVAL OF MINUTES: January 5, 2012 minutes were approved as submitted, 6-0.

OLD BUSINESS:

1. Human Services Public Education: Georgeau provided a brief history of the development of education efforts, the draft brochure and cover letter, and read the December 2011 minutes and motion regarding proposed educational efforts. The Board discussed the cover letter and recommended changes. There was also discussion on sending brochure to organizations outside the city but, as additional brochures will be printed, it was determined Board members could hand deliver copies as determined appropriate and desired. A motion was made by Maye, supported by Dekker, that the proposed education efforts as recommended on December 1, 2011, which includes a direct mailing of the Human Services Information and Referral Resources brochure (including changes noted to the cover letter), be recommended to Council for review and approval. Upon voice vote, the motion passed 7-0.

NEW BUSINESS:

1. Memorandum regarding FY 2012-2013 Human/Public Service Applications: Board member Maye excused herself from the Human/Public Service Funding discussion due to a conflict of interest as she works for a sub-recipient of CDBG funding (the Fair Housing Center of Southwest Michigan). Georgeau reviewed ranking procedure for applicants, how staff ranked the applications as provided in the memorandum and the review and recommendation process for the Board.
2. FY 2012-2013 Human/Public Service Funding Board application scores and rankings: Sheppard began the discussion with review of Board member scores and ranking as included in the final agenda. Discussion ensued on how individual Board members scored the applicants and how the scores need to be reviewed to establish rankings, which are used to make a recommendation regarding funding in FY 2012-13. Sheppard noted that Gryphon Place did not request funding this year, but indicated funding was needed next year due to cuts in other funding sources. Ilori noted the nature of services provided by Gryphon Place compared to other applicants that provide direct client services versus information and referral. Durian noted the help line provides suicide prevention services. Dekker noted many grantees should increase use of volunteers. Georgeau noted the criteria allows for extra points for programs that find a need to limit volunteers due to the sensitivity or and/or confidentiality needs of their programs (e.g. YWCA sexual assault program, The ARK youth clientele). Dekker expressed concern that some faith-based grantees may discriminate in the provision of services. Mirza requested an overview of the staff scoring of the YWCA, which received a higher score than the mean Board score for the YWCA. Other applications with varying scores amongst Board members were also discussed. As three Board members were absent and could not respond to questions regarding their respective scores, there was a consensus amongst the Board to postpone ranking the applications until the next meeting on February 2, 2012. Sheppard and staff further explained the process and that during the next meeting, the Board would need to make a funding recommendation to City Council for review and consideration

STATEMENT OF CITIZENS: None.

ADJOURNMENT: There being no further business before the Board, the meeting was adjourned at 8:05 p.m.

Respectfully Submitted,
Elizabeth Money, Neighborhood Program Specialist

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 6, 2012

FROM: Maurice S. Evans, City Manager



SUBJECT: Preliminary Plat of Oakland Farms North, 9810 Oakland Drive

ACTION RECOMMENDED: That City Council approve a request from Hyland Associates, LLC, allowing for an additional 90-day time period for City Council action on a preliminary plat.

Attached is a communication from the Director of Community Development regarding a second request from the developer of the Oakland Farms North plat, Hyland Associates, LLC, that City Council grant an additional 90-day time period in which to act on a preliminary plat. City Council approved the initial 90-day extension request during the November 15, 2011 meeting to allow Hyland Associates, LLC, additional time to resolve the location of the north plat boundary with the adjacent property owner. This initial 90-day extension expires on February 15, 2012.

The request is recommended so the developer and adjacent property owner can continue to seek resolution involving the plat boundary dispute.

Attachment: Communication from the Department of Community Development

CITY OF PORTAGE

COMMUNICATION

TO: Maurice S. Evans, City Manager

DATE: February 6, 2012

FROM: Vicki Georgeau, ^{VB} Director of Community Development

SUBJECT: Preliminary plat of Oakland Farms North, Second Extension Request

On November 15, 2011, City Council approved a request by the developer of the Oakland Farms North plat, Hyland Associates, LLC, to waive the 90-day time period Council has to act on a preliminary plat following Planning Commission review and recommendation, which occurred on September 15, 2011. According to Mr. Dan Martz, Hyland Associates, the additional 90-day time period was needed to resolve the location of the north plat boundary with the adjacent property owner. The 90-day extension period expires on February 15, 2012.

A second 90-day extension request has been received from Mr. Martz (refer to the attached letter). Mr. Martz has indicated progress is being made to resolve the property line dispute but the title company retained by the adjacent property owner needs additional time to complete their findings.

The second extension request by Hyland Associates, LLC is recommended. The additional 90-day period will allow the title company to complete their findings that will hopefully result in an amicable resolution involving the location of the north plat boundary.

Attachments: Letter dated January 30, 2012 from Mr. Dan Martz, Hyland Associates
Preliminary plat drawing

HYLAND ASSOCIATES, L.L.C.

7545 S 10th. St.
Kalamazoo, MI. 49009
(269) 207-2920

RECEIVED

JAN 30 2012

COMMUNITY DEVELOPMENT

January 30, 2012, 2011

TO: Portage City Community Development

SUBJECT: Preliminary plat approval of Oakland Farms North

Attention: Chris Forth:

Please be advised that even though we are making progress on the lot line dispute it is still not resolved. The matter is being reviewed by Becky Powers's title underwriter and they started drafting their findings last week. We hope to hear from them soon. Because of the lead time required for City Council meetings we are requesting another 90 extension.

Respectfully Submitted,

Dan Martz
Hyland Associates, L.L.C.

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: February 8, 2012

FROM: Maurice S. Evans, City Manager



SUBJECT: Sweeper Repair Request

ACTION RECOMMENDED: That City Council authorize repairs to the 2007 Elgin Whirlwind street sweeper by Bell Equipment Company at a total cost not to exceed \$25,122.39 and authorize the City Manager to execute all documents related to these repairs on behalf of the city.

The city-owned 2007 Elgin Whirlwind street sweeper has been placed out of service due to major component failures. This street sweeper is used extensively during routine street maintenance and during the Leaf Pickup Program. Although the repair needs are extensive, this piece of equipment is five years old and with the required repairs, the unit should experience, at minimum, an additional five years of service. Replacement cost for this type street sweeper is \$220,000.

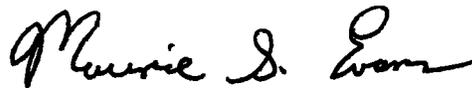
The only authorized dealer and service facility in the region for the Elgin Whirlwind street sweeper is Bell Equipment Company of Lake Orion, Michigan. Due to the technical nature of this equipment repair, it is recommended that repairs be provided by Bell Equipment. The dealer has performed an extensive inspection and evaluation of the unit and has compiled a list of repairs and refurbishments, which when completed, will result in the street sweeper being in a nearly new condition.

It is recommended that Bell Equipment Company be authorized to provide necessary repairs and refurbishments in the amount not to exceed \$25,122.39 and authorize the City Manager to execute all documents related to these repairs on behalf of the city. Funds are budgeted and available for this work in the Equipment Fund (661-4020-709.85-53) for Fiscal Year 2011-12.

MATERIALS TRANSMITTED

Friday, January 20, 2012

1. Communication from the City Manager regarding the Annual South Westnedge Avenue Commercial Corridor Vacancy Study.



Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager

MATERIALS TRANSMITTED

Tuesday, January 24, 2012

1. **Revised Agenda Item H.1:** Communication from the City Manager regarding the Trade Centre Way Right-of-Way Vacation and Easement Grant (*for FINAL AGENDA ITEMS D.1 and H.1*).
2. **To be added to the January 24, 2012, City Council Agenda as Item J.1:** Communication from the City Council City-School Committee recommending that City Council adopt the adjoining proclamation to commence the collaborative marketing effort as coordinated by the Portage District Library Board, the Portage Public Schools Board of Education and the City Council City-School Committee.



Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager