



**PROPOSED AGENDA  
REGULAR MEETING OF THE PORTLAND CITY COUNCIL**

7:00 P.M. Monday, June 19, 2017  
City Council Chambers  
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u> (5-minute time limit per speaker)</b>	
7:05 PM	<b>V. <u>City Manager Report</u></b>	
7:10 PM	<b>VI. <u>Presentations</u></b>	
	<b>A. Dan Paquet of the WODA Group – Old School Manor Update</b>	
	<b>VII. <u>Public Hearing(s)</u> – None</b>	
	<b>VIII. <u>Old Business</u> – None</b>	
	<b>IX. <u>New Business</u></b>	
7:15 PM	<b>A. Proposed Resolution 17-53 to Amend the Budget for Fiscal Year 2016-2017</b>	Decision
7:18 PM	<b>B. Proposed Resolution 17-54 Approving the City of Portland’s Defined Benefit Adoption Agreements for Union and Nonunion Employees</b>	Decision
7:20 PM	<b>C. Proposed Resolution 17-55 Approving the Revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) and Approving, Authorizing, and Directing the City Manager to Sign Same</b>	Decision
7:23 PM	<b>D. Proposed Resolution 17-56 to Opt Out of the Low-Income Energy Assistance Fund Created by Public Act 95 of 2013 Contingent Upon The Approval of the Board of Light and Power</b>	Decision
7:25 PM	<b>E. Proposed Resolution 17-57 Confirming the Mayor’s Appointments to City Boards and Commissions</b>	Decision
7:28 PM	<b>F. Proposed Resolution 17-58 Approving Issuance of a Transient Trader Permit for a BBQ Food Trailer</b> <b>G. Proposed Resolution 17-59 Charlotte Hwy Water Storage Tank Maintenance Contract Amendment</b>	Decision
7:38 PM	<b>X. <u>Consent Agenda</u></b>	
	<b>A. Minutes &amp; Synopsis from the Regular City Council Meeting held on June 5, 2017</b>	
	<b>B. Payment of Invoices in the Amount of \$161,796.98 and Payroll in the Amount of \$104,549.36 for a Total of \$266,346.34</b>	

<p><b>Estimated Time</b></p>	<p><b>C. Purchase Orders over \$5,000.00</b></p> <ol style="list-style-type: none"> <li>1. T&amp;R Electric in the Amount of \$4,574.00 for a Transformer</li> <li>2. Fleis &amp; VandenBrink in the Amount of \$5,758.15 for James Street Design Services</li> <li>3. Steve’s Meter Service in the Amount of \$6,180.00 for Meters</li> <li>4. Chrouch Communications in the Amount of \$6,922.00 for Portable Radios</li> <li>5. Fleis &amp; VandenBrink Operations in the Amount of \$7,153.50 for WWTP Services</li> <li>6. Granger in the Amount of \$7,665.00 for Spring Clean Up</li> <li>7. Superior Asphalt Inc. in the Amount of \$7,980.00 for Paving of the Driveway at Well #4</li> <li>8. Santander Leasing LLC in the Amount of \$26,551.94 for the Ambulance Lease Payment</li> <li>9. Portland Area Fire Authority in the Amount of \$27,494.48 for 4<sup>th</sup> Quarter Fire Services</li> </ol> <p><b>XI. <u>Communications</u></b></p> <ol style="list-style-type: none"> <li>A. Boards and Commission Application from Greg Foote</li> <li>B. Boards and Commission Application from Michael Culp</li> <li>C. Water Department Report for May 2017</li> <li>D. Ionia County Board of Commissioners Agenda for June 13, 2017</li> <li>E. MPSC Notice of Hearing for Consumers Energy</li> </ol> <p><b>XII. <u>Other Business</u> - None</b></p> <p><b>XIII. <u>City Manager Comments</u></b></p> <p><b>XIV. <u>Council Comments</u></b></p> <p><b>XV. <u>Adjournment</u></b></p>	<p><b><u>Desired Outcome</u></b></p> <p>Decision</p>
7:40 PM		
7:45 PM		
7:50 PM		
7:55 PM		

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 17-53**

**A RESOLUTION TO AMEND THE BUDGET  
FOR FISCAL YEAR 2016-2017**

**WHEREAS**, State law prohibits local units of government from ending any fiscal year with a negative fund balance in any fund; and

**WHEREAS**, the Finance Director has reviewed current fund balances and expenditures for FY 2016-2017 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves the 2016-2017 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 19, 2017

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

## EXHIBIT A

2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
101-000-428.000	GENERAL FUND Pilot - Golden Bridge Manor	\$ 1,200	\$ 1,620	\$ 420
101-000-573.000	GENERAL FUND Local Comm. Stabilization Share	\$ 15,856	\$ 73,856	\$ 58,000
101-000-662.000	GENERAL FUND Drug Forfeiture Money	\$ 1,000	\$ 23,000	\$ 22,000
101-000-667.000	GENERAL FUND Rental Income	\$ 1,000	\$ 9,500	\$ 8,500
101-000-676.001	GENERAL FUND Donations - Miscellaneous	\$ -	\$ 8,000	\$ 8,000
101-000-678.006	GENERAL FUND Reimbursements - Miscellaneous	\$ 14,146	\$ 48,146	\$ 34,000
101-100-720.000	COUNCIL Worker's Compensation	\$ 55	\$ 82	\$ (27)
101-100-956.000	COUNCIL Miscellaneous Expenses	\$ 300	\$ 315	\$ (15)
101-100-999.208	COUNCIL Transfer to Recreation	\$ 30,000	\$ 12,700	\$ 17,300
101-101-702.000	COMMUNITY PROMOTIONS S & W Fulltime	\$ 646	\$ 2,146	\$ (1,500)
101-101-710.000	COMMUNITY PROMOTIONS S & W Overtime	\$ 130	\$ 2,630	\$ (2,500)
101-101-715.000	COMMUNITY PROMOTIONS S & W Social Security	\$ 58	\$ 298	\$ (240)
101-101-716.000	COMMUNITY PROMOTIONS Health Insurance	\$ 113	\$ 613	\$ (500)
101-101-717.000	COMMUNITY PROMOTIONS Life/LTD Insurance	\$ -	\$ 15	\$ (15)
101-101-717.001	COMMUNITY PROMOTIONS Life Insurance - Retirees	\$ 101	\$ 281	\$ (180)
101-101-718.000	COMMUNITY PROMOTIONS Pension	\$ -	\$ 330	\$ (330)
101-101-723.000	COMMUNITY PROMOTIONS Unemployment	\$ -	\$ 1	\$ (1)
101-101-804.336	COMMUNITY PROMOTIONS Contractual Service - Fire Authority	\$ 110,172	\$ 111,572	\$ (1,400)

## EXHIBIT A

2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
101-101-855.000	COMMUNITY PROMOTIONS Calbe Commission	\$ -	\$ 50	\$ (50)
101-101-956.000	COMMUNITY PROMOTIONS Miscellaneous Expenses	\$ 900	\$ 1,250	\$ (350)
101-101-966.001	COMMUNITY PROMOTIONS Annexation Agreement - Property Taxes	\$ 17,000	\$ 19,500	\$ (2,500)
101-172-719.000	CITY MANAGER Other Fringe	\$ 250	\$ 350	\$ (100)
101-172-720.000	CITY MANAGER Worker's Compensation	\$ 167	\$ 448	\$ (281)
101-172-864.000	CITY MANAGER Conference & Workshop	\$ 1,500	\$ 1,650	\$ (150)
101-172-934.000	CITY MANAGER M&R Office Equipment	\$ 1,900	\$ 900	\$ 1,000
101-201-717.000	GENERAL ADMINISTRATION Life/LTD Insurance	\$ 1,563	\$ 1,588	\$ (25)
101-201-720.000	GENERAL ADMINISTRATION Worker's Compensation	\$ 650	\$ 1,165	\$ (515)
101-201-803.000	GENERAL ADMINISTRATION Engineering Service	\$ 17,000	\$ 19,750	\$ (2,750)
101-201-804.000	GENERAL ADMINISTRATION Contractual Service	\$ 3,100	\$ 5,600	\$ (2,500)
101-201-806.000	GENERAL ADMINISTRATION Data Processing	\$ 8,000	\$ 9,500	\$ (1,500)
101-201-851.000	GENERAL ADMINISTRATION Telephone Service	\$ 6,000	\$ 12,600	\$ (6,600)
101-201-934.000	GENERAL ADMINISTRATION M&R Office Equipment	\$ 4,200	\$ 1,700	\$ 2,500
101-209-720.000	ASSESSING Worker's Compensation	\$ 170	\$ 300	\$ (130)
101-209-723.000	ASSESSING Unemployment	\$ 6	\$ 16	\$ (10)
101-209-806.000	ASSESSING Data Processing	\$ 300	\$ 550	\$ (250)
101-209-869.000	ASSESSING Mileage	\$ 300	\$ 400	\$ (100)
101-265-702.000	CITY HALL S&W Fulltime	\$ 211	\$ 511	\$ (300)

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2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
101-265-706.000	CITY HALL S&W Parttime	\$ 235	\$ 535	\$ (300)
101-265-715.000	CITY HALL S&W Social Security	\$ 35	\$ 135	\$ (100)
101-265-717.000	CITY HALL Life/LTD Insurance	\$ 10	\$ 25	\$ (15)
101-265-718.000	CITY HALL Pension	\$ 106	\$ 306	\$ (200)
101-265-734.000	CITY HALL Safety Supplies	\$ 81	\$ 106	\$ (25)
101-265-804.000	CITY HALL Contractual Service	\$ 11,500	\$ 11,750	\$ (250)
101-265-810.000	CITY HALL Equipment Maintenance Contract	\$ 5,540	\$ 5,740	\$ (200)
101-265-931.000	CITY HALL M&R Equipment	\$ 15,600	\$ 19,100	\$ (3,500)
101-265-956.000	CITY HALL Miscellaneous Expenses	\$ -	\$ 100	\$ (100)
101-276-711.000	CEMETERY Contract Service-Training Program	\$ 696	\$ 1,696	\$ (1,000)
101-276-715.000	CEMETERY M&R Equipment	\$ 4,222	\$ 5,222	\$ (1,000)
101-276-716.000	CEMETERY Transfer to Motor Pool	\$ 1,154	\$ 1,454	\$ (300)
101-276-717.000	CEMETERY Transfer to Major Streets	\$ 862	\$ 882	\$ (20)
101-276-718.000	CEMETERY Transfer to Local Streets	\$ 18,777	\$ 19,177	\$ (400)
101-276-719.000	CEMETERY Pension	\$ 228	\$ 328	\$ (100)
101-276720.000	CEMETERY Dues & Subscriptions	\$ 3,100	\$ 3,632	\$ (532)
101-276-723.000	CEMETERY S&W Fulltime	\$ 6	\$ 16	\$ (10)
101-276-734.000	CEMETERY S&W Supervisor	\$ 300	\$ 325	\$ (25)

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BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
101-276-740.000	CEMETERY Pension	\$ 2,500	\$ 2,515	\$ (15)
101-276-922.000	CEMETERY Contribution from General Fund	\$ 1,000	\$ 3,000	\$ (2,000)
101-276-932.000	CEMETERY Transfer from Income Tax	\$ 2,000	\$ 2,100	\$ (100)
101-276-977.000	CEMETERY Pension	\$ -	\$ 4,850	\$ (4,850)
101-301-710.000	POLICE S&W Overtime	\$ 16,500	\$ 31,500	\$ (15,000)
101-301-716.000	POLICE Health Insurance	\$ 44,206	\$ 44,706	\$ (500)
101-301-716.002	POLICE Health Savings Account Contribution	\$ 7,280	\$ 11,580	\$ (4,300)
101-301-716.003	POLICE Health Reimbursement Account	\$ 3,500	\$ 5,500	\$ (2,000)
101-301-719.000	POLICE Other Fringe	\$ 1,500	\$ 2,500	\$ (1,000)
101-301-720.000	POLICE Worker's Compensation	\$ 8,000	\$ 12,500	\$ (4,500)
101-301-723.000	POLICE Unemployment	\$ 36	\$ 61	\$ (25)
101-301-740.000	POLICE Operating Supplies	\$ 9,000	\$ 9,632	\$ (632)
101-301-804.000	POLICE Contractual Service	\$ 4,000	\$ 5,500	\$ (1,500)
101-301-806.000	POLICE Data Processing	\$ 2,000	\$ 9,000	\$ (7,000)
101-301-864.000	POLICE Conference & Workshop	\$ 300	\$ 330	\$ (30)
101-301-930.000	POLICE M&R Building	\$ 1,200	\$ 2,075	\$ (875)
101-301-960.000	POLICE Education & Training	\$ 3,800	\$ 3,168	\$ 632
101-371-710.000	CODE ENFORCEMENT S&W Overtime	\$ -	\$ 71	\$ (71)
101-371-716.000	CODE ENFORCEMENT Health Insurance	\$ -	\$ 25	\$ (25)

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<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
101-371-717.000	CODE ENFORCEMENT Life/LTD Insurance	\$ 189	\$ 199	\$ (10)
101-371-720.000	CODE ENFORCEMENT Worker's Compensation	\$ 130	\$ 195	\$ (65)
101-371-723.000	CODE ENFORCEMENT Unemployment	\$ 1	\$ 6	\$ (5)
101-371-810.000	CODE ENFORCEMENT Equipment Maintenance Contract	\$ 200	\$ 250	\$ (50)
101-728-801.000	ECONOMIC DEVELOPMENT Legal Service	\$ -	\$ 500	\$ (500)
101-728-956.000	ECONOMIC DEVELOPMENT Miscellaneous Expenses	\$ 5,000	\$ 39,000	\$ (34,000)
101-751-702.000	PARKS S&W Fulltime	\$ 1,400	\$ 6,400	\$ (5,000)
101-751-715.000	PARKS S&W Social Security	\$ 2,422	\$ 4,922	\$ (2,500)
101-751-716.000	PARKS Health Insurance	\$ 1,154	\$ 1,654	\$ (500)
101-751-717.000	PARKS Life/LTD Insurance	\$ 313	\$ 563	\$ (250)
101-751-718.000	PARKS Pension	\$ 7,822	\$ 9,822	\$ (2,000)
101-751-720.000	PARKS Worker's Compensation	\$ 650	\$ 1,325	\$ (675)
101-751-723.000	PARKS Unemployment	\$ 13	\$ 19	\$ (6)
101-751-740.000	PARKS Operating Supplies	\$ 2,000	\$ 4,005	\$ (2,005)
101-751-751.000	PARKS Uniform Cleaning	\$ -	\$ 50	\$ (50)
101-751-775.001	PARKS M&R Rivertrail	\$ 10,000	\$ 27,300	\$ (17,300)
101-751-801.000	PARKS Legal Service	\$ 50	\$ 500	\$ (450)
101-751-803.000	PARKS Engineering Service	\$ 1,000	\$ 3,000	\$ (2,000)

## EXHIBIT A

2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
101-751-806.000	PARKS Data Processing	\$ 250	\$ 550	\$ (300)
101-751-932.000	PARKS M&R Grounds	\$ 1,200	\$ 2,700	\$ (1,500)
101-751-977.000	PARKS Capital Outlay - Equipment	\$ -	\$ 4,850	\$ (4,850)
105-000-438.031	INCOME TAX Resident Income Tax - 2016	\$ 145,000	\$ 155,000	\$ 10,000
105-000-439.000	INCOME TAX Non-Resident Income Tax	\$ 9,000	\$ 14,000	\$ 5,000
105-000-443.000	INCOME TAX Estimated Income Tax	\$ 90,000	\$ 125,000	\$ 35,000
105-254-710.000	INCOME TAX S&W Overtime	\$ 500	\$ 750	\$ (250)
105-254-717.000	INCOME TAX Life/LTD Insurance	\$ 710	\$ 714	\$ (4)
105-254-718.000	INCOME TAX Pension	\$ 18,182	\$ 18,682	\$ (500)
105-254-720.000	INCOME TAX Worker's Compensation	\$ 170	\$ 270	\$ (100)
105-254-956.000	INCOME TAX Miscellaneous Expenses	\$ 300	\$ 800	\$ (500)
105-254-965.000	INCOME TAX Refund - Resident Income Tax	\$ 30,000	\$ 31,500	\$ (1,500)
105-254-965.001	INCOME TAX Refund - Nonresident Income Tax	\$ 40,000	\$ 50,000	\$ (10,000)
105-254-999.203	INCOME TAX Transfer to Local Streets	\$ -	\$ 60,000	\$ (60,000)
202-000-678.005	MAJOR STREETS Reimbursements - Insurance	\$ -	\$ 200	\$ (200)
202-000-678.006	MAJOR STREETS Reimbursements - Miscellaneous	\$ 1,000	\$ 2,400	\$ (1,400)
202-201-803.000	MAJOR STREETS - GENERAL ADMINISTRATION Engineering Service	\$ 1,850	\$ 2,850	\$ (1,000)
202-452-803.009	MAJOR STREETS - CONSTRUCTION Eng Service - Kent Street	\$ 118,600	\$ 78,600	\$ 40,000
202-452-804.009	MAJOR STREETS - CONSTRUCTION Contracted Service - Kent Street	\$ 592,670	\$ 547,670	\$ 45,000

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2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
202-463-702.000	MAJOR STREETS - MAINTENANCE S&W Fulltime	\$ 66,694	\$ 71,694	\$ (5,000)
202-463-703.000	MAJOR STREETS - MAINTENANCE S&W Supervisor	\$ 16,409	\$ 18,909	\$ (2,500)
202-463-710.000	MAJOR STREETS - MAINTENANCE S&W Overtime	\$ 8,613	\$ 10,613	\$ (2,000)
202-463-715.000	MAJOR STREETS - MAINTENANCE S&W Social Security	\$ 7,039	\$ 8,039	\$ (1,000)
202-463-720.000	MAJOR STREETS - MAINTENANCE Worker's Compensation	\$ 4,500	\$ 7,500	\$ (3,000)
202-463-775.000	MAJOR STREETS - MAINTENANCE M&R Supplies	\$ 11,250	\$ 11,450	\$ (200)
202-469-702.000	MAJOR STREETS - DRAINS S&W Fulltime	\$ -	\$ 750	\$ (750)
202-469-715.000	MAJOR STREETS - DRAINS S&W Social Security	\$ -	\$ 50	\$ (50)
202-469-716.000	MAJOR STREETS - DRAINS Health Insurance	\$ -	\$ 150	\$ (150)
202-473-803.000	MAJOR STREETS - BRIDGE MAINTENANCE Engeneering Service	\$ 3,500	\$ 4,850	\$ (1,350)
202-474-702.000	MAJOR STREETS - TRAFFIC CONTROL S&W Fulltime	\$ -	\$ 150	\$ (150)
202-474-715.000	MAJOR STREETS - TRAFFIC CONTROL S&W Social Security	\$ -	\$ 15	\$ (15)
202-474-716.000	MAJOR STREETS - TRAFFIC CONTROL Health Insurance	\$ -	\$ 50	\$ (50)
202-474-717.000	MAJOR STREETS - TRAFFIC CONTROL Life/LTD insurance	\$ -	\$ 5	\$ (5)
202-474-718.000	MAJOR STREETS - TRAFFIC CONTROL Pension	\$ -	\$ 50	\$ (50)
202-474-810.000	MAJOR STREETS - TRAFFIC CONTROL Equipment Maintenance Contract	\$ 400	\$ 3,515	\$ (3,115)
202-478-702.000	MAJOR STREETS - WINTER MAINTENANCE S&W Fulltime	\$ -	\$ 6,410	\$ (6,410)
202-478-710.000	MAJOR STREETS - WINTER MAINTENANCE S&W Overtime	\$ -	\$ 5,200	\$ (5,200)

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2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
202-478-715.000	MAJOR STREETS - WINTER MAINTENANCE S&W Social Security	\$ -	\$ 870	\$ (870)
202-478-716.000	MAJOR STREETS - WINTER MAINTENANCE Health Insurance	\$ -	\$ 1,000	\$ (1,000)
202-478-716.002	MAJOR STREETS - WINTER MAINTENANCE Health Savings Account Contribution	\$ -	\$ 1,900	\$ (1,900)
202-478-717.000	MAJOR STREETS - WINTER MAINTENANCE Life/LTD Insurance	\$ -	\$ 220	\$ (220)
202-478-718.000	MAJOR STREETS - WINTER MAINTENANCE Pension	\$ -	\$ 4,700	\$ (4,700)
202-478-723.000	MAJOR STREETS - WINTER MAINTENANCE Unemployment	\$ -	\$ 5	\$ (5)
203-000-699.105	LOCAL STREETS Transfer from Income Tax	\$ -	\$ 60,000	\$ 60,000
203-201-803.000	LOCAL STREETS - GENERAL ADMINISTRATION Engineering Service	\$ 2,190	\$ 3,690	\$ (1,500)
203-452-803.017	LOCAL STREETS - CONSTRUCTION Engineering - James Street	\$ -	\$ 43,500	\$ (43,500)
203-463-702.000	LOCAL STREETS - MAINTENANCE S&W Fulltime	\$ 66,688	\$ 69,888	\$ (3,200)
203-463-703.000	LOCAL STREETS - MAINTENANCE S&W Supervisor	\$ 16,709	\$ 18,809	\$ (2,100)
203-463-710.000	LOCAL STREETS - MAINTENANCE S&W Overtime	\$ 5,850	\$ 6,550	\$ (700)
203-463-720.000	LOCAL STREETS - MAINTENANCE Worker's Compensation	\$ 4,500	\$ 7,500	\$ (3,000)
203-463-775.000	LOCAL STREETS - MAINTENANCE M&R Supplies	\$ 6,000	\$ 6,250	\$ (250)
203-469-702.000	LOCAL STREETS - DRAINS S&W Fulltime	\$ -	\$ 250	\$ (250)
203-469-715.000	LOCAL STREETS - DRAINS S&W Social Security	\$ -	\$ 50	\$ (50)
203-469-716.000	LOCAL STREETS - DRAINS Health Insurance	\$ -	\$ 50	\$ (50)
203-474-702.000	LOCAL STREETS - TRAFFIC CONTROL S&W Fulltime	\$ -	\$ 100	\$ (100)
203-474-715.000	LOCAL STREETS - TRAFFIC CONTROL S&W Social Security	\$ -	\$ 10	\$ (10)

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2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
203-474-716.000	LOCAL STREETS - TRAFFIC CONTROL Health Insurance	\$ -	\$ 25	\$ (25)
203-474-718.000	LOCAL STREETS - TRAFFIC CONTROL Pension	\$ -	\$ 10	\$ (10)
203-478-702.000	LOCAL STREETS - WINTER MAINTENANCE S&W Fulltime	\$ -	\$ 3,200	\$ (3,200)
203-478-710.000	LOCAL STREETS - WINTER MAINTENANCE S&W Overtime	\$ -	\$ 2,100	\$ (2,100)
203-478-715.000	LOCAL STREETS - WINTER MAINTENANCE S&W Social Security	\$ -	\$ 400	\$ (400)
203-478-716.000	LOCAL STREETS - WINTER MAINTENANCE Health Insurance	\$ -	\$ 700	\$ (700)
203-478-716.002	LOCAL STREETS - WINTER MAINTENANCE Health Savings Account Contribution	\$ -	\$ 1,400	\$ (1,400)
203-478-717.000	LOCAL STREETS - WINTER MAINTENANCE Life/LTD Insurance	\$ -	\$ 100	\$ (100)
203-478-718.000	LOCAL STREETS - WINTER MAINTENANCE Pension	\$ -	\$ 2,100	\$ (2,100)
203-478-723.000	LOCAL STREETS - WINTER MAINTENANCE Unemployment	\$ -	\$ 2	\$ (2)
208-000-699.101	RECREATION Contribution from General Fund	\$ 30,000	\$ 12,700	\$ (17,300)
208-690-706.000	RECREATION S&W Parttime	\$ 5,000	\$ 5,300	\$ (300)
208-690-710.000	RECREATION S&W Overtime	\$ -	\$ 200	\$ (200)
208-690-715.000	RECREATION S&W Social Security	\$ 1,671	\$ 2,271	\$ (600)
208-690-720.000	RECREATION Worker's Compensation	\$ 650	\$ 1,350	\$ (700)
208-690-723.000	RECREATION Unemployment	\$ 2	\$ 7	\$ (5)
208-690-727.000	RECREATION Office Supplies	\$ 100	\$ 110	\$ (10)
208-690-730.000	RECREATION Postage	\$ 300	\$ 400	\$ (100)

## EXHIBIT A

2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
208-690-740.000	RECREATION Operating Supplies	\$ 8,000	\$ 10,000	\$ (2,000)
208-690-809.000	RECREATION Instructor Service	\$ 10,000	\$ 13,000	\$ (3,000)
208-690-851.000	RECREATION Telephone Service	\$ 525	\$ 775	\$ (250)
208-690-956.000	RECREATION Miscellaneous Expenses	\$ 100	\$ 150	\$ (50)
210-000-601.000	AMBULANCE MFR Training	\$ 3,350	\$ 4,750	\$ 1,400
210-000-602.000	AMBULANCE EMT Training	\$ -	\$ 4,500	\$ 4,500
210-000-649.000	AMBULANCE Insurance Receipts	\$ 400,000	\$ 430,000	\$ 30,000
210-000-678.006	AMBULANCE Reimbursements - Miscellaneous	\$ -	\$ 1,000	\$ 1,000
210-302-702.000	AMBULANCE S&W Fulltime	\$ 76,546	\$ 126,546	\$ (50,000)
210-302-706.000	AMBULANCE S&W Parttime	\$ 96,000	\$ 91,000	\$ 5,000
210-302-710.000	AMBULANCE S&W Overtime	\$ 49,723	\$ 29,723	\$ 20,000
210-302-715.000	AMBULANCE S&W Social Security	\$ 15,085	\$ 22,585	\$ (7,500)
210-302-719.000	AMBULANCE Other Fringe	\$ 839	\$ 2,339	\$ (1,500)
210-302-720.000	AMBULANCE Worker's Compensation	\$ 8,400	\$ 13,900	\$ (5,500)
210-302-723.000	AMBULANCE Unemployment	\$ 17	\$ 77	\$ (60)
210-302-730.000	AMBULANCE Postage	\$ 200	\$ 300	\$ (100)
210-302-804.000	AMBULANCE Contract Service - Training Program	\$ 2,600	\$ 5,100	\$ (2,500)
210-302-806.000	AMBULANCE Data Processing	\$ 13,000	\$ 15,500	\$ (2,500)
210-302-933.000	AMBULANCE M&R Vehicles	\$ 6,058	\$ 6,258	\$ (200)

## EXHIBIT A

2016-2017 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
406-000-698.000	CAPITAL IMPROVEMENT FUND Bond Proceeds	\$ -	\$ 1,917,500	\$ 1,917,500
406-275-991.000	CAPITAL IMPROVEMENT FUND Bond Expenses	\$ -	\$ 35,000	\$ (35,000)
582-000-695.000	ELECTRIC FUND Reimbursements - Miscellaneous	152500	168003	\$ 15,503
582-201-851.000	ELECTRIC - GENERAL ADMINISTRATION Telephone Service	2000	3000	\$ (1,000)
582-539-775.000	ELECTRIC - DISTRIBUTION M&R Supplies	125000	138174	\$ (13,174)
582-539-932.000	ELECTRIC - DISTRIBUTION M&R Grounds	11100	14055	\$ (2,955)
590-201-851.000	WASTEWATER - GENERAL ADMINISTRATION Telephone Service	4000	12000	\$ (8,000)
590-441-803.017	WASTEWATER - COLLECTIONS Engineering - James Street	0	15750	\$ (15,750)
590-548-922.000	WASTEWATER - PLANT OPERATIONS Gas	3450	8450	\$ (5,000)
590-548-930.000	WASTEWATER - PLANT OPERATIONS M&R Building	8500	13000	\$ (4,500)
591-201-851.000	WATER - GENERAL ADMINISTRATION Telephone Service	2500	4500	\$ (2,000)
591-441-931.000	WATER - COLLECTIONS Engineering - James Street	0	10500	\$ (10,500)
591-441-931.000	WATER - COLLECTIONS M&R Equipment	15000	7800	\$ 7,200
591-441-975.000	WATER - COLLECTIONS Capital Outlay Building	0	7200	\$ (7,200)
661-201-851.000	MOTOR POOL - GENERAL ADMINISTRATION Telephone Service	1200	2000	\$ (800)
661-441-751.000	MOTOR POOL - COLLECTIONS Uniform Cleaning	1000	1650	\$ (650)

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 17-54**

**A RESOLUTION APPROVING THE CITY OF PORTLAND'S DEFINED  
BENEFIT ADOPTION AGREEMENTS FOR UNION AND NONUNION  
EMPLOYEES**

**WHEREAS**, City employees hired prior to July 1, 2010 who are covered under the MERS Plan B4 Plan with the F 50/25 waiver must now contribute 2% (two percent) of their gross wages each payroll into the MERS Retirement Plan, beginning July 1, 2017; and

**WHEREAS**, after successful discussions and negotiations, this requirement applies to union (GELC & POLC) and nonunion City employees; and

**WHEREAS**, in order for the City to adopt this Plan, the local governing body must approve the attached Defined Benefit Plan Adoption Agreement(s) for each group of employees attached as Exhibit A; and

**WHEREAS**, the City Manager and City Staff recommend that City Council approve the attached Defined Benefit Plan Adoption Agreement(s) for union (GELC & POLC) and nonunion city employees attached as Exhibit A.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The City Council approves the attached Defined Benefit Plan Adoption Agreement(s) for union (GELC & POLC) and nonunion city employees attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 19, 2017

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

# Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersomich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
Month Month

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number \_\_\_\_\_ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B.  If this is an **amendment** of an existing Adoption Agreement (Defined Benefit (division number) 01,02,12), the effective date shall be the first day of July, 20 17. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from \_\_\_/01/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ for Defined Benefit division number \_\_\_\_\_.  
Last day of month  
*Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D.  If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

E.  If this is to merge division(s) \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_.

# Defined Benefit Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

\_\_\_\_\_  
(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

**To receive one month of service credit (check one):**

An employee shall work 10 \_\_\_\_\_ hour days.

An employee shall work \_\_\_\_\_ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

**Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be \_\_\_\_\_ month(s).

**Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

Valuation Date: \_\_\_\_\_, 20 \_\_\_\_

### 1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

\_\_\_\_\_ on \_\_\_\_\_  
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I \_\_\_\_\_  
(Name)

\_\_\_\_\_ waive the right for a presentation of the results.  
(Title)

# Defined Benefit Plan Adoption Agreement

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) \_\_\_\_\_ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) \_\_\_\_\_ years

4. Vesting (5 -10 yrs, increments of 1 yr) \_\_\_\_\_ years

5. Required employee contribution (Max 10%, increments of 0.01%) 2.00 %

6. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to *include* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: \_\_\_\_\_
- Other 2: \_\_\_\_\_

# Defined Benefit Plan Adoption Agreement

7. Normal Retirement Age: \_\_\_\_\_ (any age from 60 – 70)

8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service of either <input type="checkbox"/> 25 or <input type="checkbox"/> 30 years
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- Surviving Spouse will receive \_\_\_\_\_% of Straight Life benefit without a reduction to the participant's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)  
Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
  - Interest rate for employee contributions as determined by the Retirement Board, or
  - MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment

<input type="checkbox"/> All <b>current</b> retirees as of effective date	<input type="checkbox"/> <b>Future</b> retirees who retire after effective date
<input type="checkbox"/> Retirees who retire <b>between</b> _____/01/_____ and _____/01/_____ (one time increase only)	
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

11. Service Credit Purchase Estimates are:

- Not permitted
- Permitted

# Defined Benefit Plan Adoption Agreement

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## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

## VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

# Defined Benefit Plan Adoption Agreement

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## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on  
the 19th (day of) June, 2017. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: City Manager

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)



# MEMORANDUM

**TO:** S. Tutt Gorman, City Manager  
**FROM:** Mindy Tolan, Deputy Treasurer  
**DATE:** 6/7/2017  
**RE:** Revised DB adoption agreement

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Employees hired prior to July 1, 2010 covered under the MERS Plan B4 with the F 50/25 waiver must contribute 2% percent of their gross wages each payroll into the MERS retirement plan beginning with payrolls after July 1, 2017.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_ made a motion to adopt the following resolution:

**RESOLUTION NO. 17-55**

**A RESOLUTION APPROVING THE REVISED MERS HYBRID PLAN  
ADOPTION AGREEMENTS (BENEFIT PROGRAM HA/HB/HC) AND  
APPROVING, AUTHORIZING, AND DIRECTING THE CITY MANAGER TO  
SIGN SAME**

**WHEREAS**, the City has reformed its pension plan for all employees hired after July 1, 2010 so that new hires will with be placed in a MERS Hybrid Pension with a 1% Defined Benefit (DB) pension multiplier that cannot be increased and a Defined Contribution portion that requires new hires to contribute 3% of their wages to the Defined Contribution (DC) pension portion; and

**WHEREAS**, the Employer's DB and DC combined pension contribution is capped at 7% and if the DB portion costs less than 7%, then the Employer will contribute the difference to the employees DC portion; and

**WHEREAS**, MERS requires the approval of the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) by City Council, a copy of which is attached as Exhibit A, for the DC portion of the pension. A memorandum from Deputy Treasurer, Mindy Tolan is attached as Exhibit B.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The City Council approves the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC), a copy of which is attached as Exhibit A, and approves, authorizes, and directs the City Manager to sign same.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 19, 2017

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

# MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mersomich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # \_\_\_\_\_ and/or current Defined Contribution division # \_\_\_\_\_

Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HA), the effective date shall be the first day of July, 2017. *Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.*

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

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(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 \_\_\_\_\_ hour days
- An employee shall work \_\_\_\_\_ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be \_\_\_\_\_ month(s).

- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

### Employer Caps

Employer hereby elects to cap the total annual contribution to \_\_\_\_\_ % of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to \_\_\_\_\_ % of compensation

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: \_\_\_\_\_, 20 \_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

**Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%

**No Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: \_\_\_\_\_
- Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits  
 F55/25

## Hybrid – Defined Contribution Component Provisions

1. Vesting (Check one):
- Immediate
  - Cliff Vesting (fully vested after below number years of service)  
 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting  
 \_\_\_\_\_ % after 1 year of service  
 \_\_\_\_\_ % after 2 years of service  
 \_\_\_\_\_ % after 3 years of service (min 25%)  
 \_\_\_\_\_ % after 4 years of service (min 50%)  
 \_\_\_\_\_ % after 5 years of service (min 75%)  
100 % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

In the event of disability or death, a participant’s (or his/her beneficiary’s) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.*

## 2. Contributions

- a. Will be remitted  
 Weekly                       Bi-Weekly                       Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	0.23%*						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

\*7.00% max - 6.77% Employer rate in DB portion of Hybrid

# MERS Hybrid Plan Adoption Agreement

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3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. **Loans:**  shall be permitted       shall not be permitted  
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

# MERS Hybrid Plan Adoption Agreement

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on  
(the 19th (day of) June, 2017 (Name of Approving Employer)

(Authorized signature) \_\_\_\_\_

(Title) City Manager \_\_\_\_\_

(Witness signature) \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. **Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # \_\_\_\_\_ and/or current Defined Contribution division # \_\_\_\_\_

Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HB), the effective date shall be the first day of July, 2017. *Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.*

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

---

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 \_\_\_\_\_ hour days
- An employee shall work \_\_\_\_\_ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be \_\_\_\_\_ month(s).

- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

### Employer Caps

Employer hereby elects to cap the total annual contribution to \_\_\_\_\_% of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to \_\_\_\_\_% of compensation

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

### 3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

#### Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

#### No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):
  - Longevity pay
  - Overtime pay
  - Shift differentials
  - Pay for periods of absence from work by reason of vacation, holiday, and sickness
  - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
  - A member's pre-tax contributions to a plan established under Section 125 of the IRC
  - Transcript fees paid to a court reporter
  - A taxable car allowance
  - Short term or long term disability payments
  - Payments for achievement of established annual (or similar period) performance goals
  - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
  - Lump sum payments attributable to the member's personal service rendered during the FAC period
  - Other: \_\_\_\_\_
  - Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits
  - F55/25

## Hybrid – Defined Contribution Component Provisions

1. Vesting (Check one):
- Immediate
  - Cliff Vesting (fully vested after below number years of service)
    - 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting
    - \_\_\_\_\_ % after 1 year of service
    - \_\_\_\_\_ % after 2 years of service
    - \_\_\_\_\_ % after 3 years of service (min 25%)
    - \_\_\_\_\_ % after 4 years of service (min 50%)
    - \_\_\_\_\_ % after 5 years of service (min 75%)
    - 100 % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.*

## 2. Contributions

- a. Will be remitted
  - Weekly                       Bi-Weekly                       Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	2.44%*						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

\*7.00% max - 2.44% Employer rate in DB portion of Hybrid

# MERS Hybrid Plan Adoption Agreement

## 3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

## 4. Loans: shall be permitted      shall not be permitted

If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

## 5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

# MERS Hybrid Plan Adoption Agreement

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on  
the 19th day of June, 2017.  
(Name of Approving Employer)

~~(Authorized signature)~~ \_\_\_\_\_

~~(Title)~~ City Manager

~~(Witness signature)~~ \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mersomich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # \_\_\_\_\_ and/or current Defined Contribution division # \_\_\_\_\_

Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HC), the effective date shall be the first day of July, 2017. *Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.*

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

---

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 \_\_\_\_\_ hour days
- An employee shall work \_\_\_\_\_ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.  
The probationary period will be \_\_\_\_\_ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.  
The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

### Employer Caps

Employer hereby elects to cap the total annual contribution to \_\_\_\_\_% of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to \_\_\_\_\_% of compensation

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

### 3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

#### Social Security Coverage

1.00%

1.25%

1.50%

#### No Social Security Coverage

1.00%

1.25%

1.50%

1.75%

2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):
  - Longevity pay
  - Overtime pay
  - Shift differentials
  - Pay for periods of absence from work by reason of vacation, holiday, and sickness
  - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
  - A member's pre-tax contributions to a plan established under Section 125 of the IRC
  - Transcript fees paid to a court reporter
  - A taxable car allowance
  - Short term or long term disability payments
  - Payments for achievement of established annual (or similar period) performance goals
  - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
  - Lump sum payments attributable to the member's personal service rendered during the FAC period
  - Other: \_\_\_\_\_
  - Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits  
 F55/25

## Hybrid – Defined Contribution Component Provisions

1. Vesting (Check one):
- Immediate
  - Cliff Vesting (fully vested after below number years of service)  
 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting  
 \_\_\_\_\_ % after 1 year of service  
 \_\_\_\_\_ % after 2 years of service  
 \_\_\_\_\_ % after 3 years of service (min 25%)  
 \_\_\_\_\_ % after 4 years of service (min 50%)  
 \_\_\_\_\_ % after 5 years of service (min 75%)  
100 % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.*

## 2. Contributions

- a. Will be remitted  
 Weekly                       Bi-Weekly                       Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	1.88%*						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

\*7.00% max - 5.12% Employer rate in DB portion of Hybrid

# MERS Hybrid Plan Adoption Agreement

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3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. **Loans:**  shall be permitted       shall not be permitted  
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

# MERS Hybrid Plan Adoption Agreement

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on  
(the 19th day of June, 2017) (Name of Approving Employer)

Authorized signature \_\_\_\_\_

Title City Manager \_\_\_\_\_

Witness signature \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)



# MEMORANDUM

**TO:** S. Tutt Gorman, City Manager  
**FROM:** Mindy Tolan, Deputy Treasurer  
**DATE:** 6/19/2017  
**RE:** Revised Hybrid Adoption Agreement

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The City of Portland has adopted a MERS Hybrid Pension where the Employer's DB (Defined Benefit) and DC (Defined contribution) combined pension contribution is capped at 7%. Since the DB costs have changed and will be effective July 1, 2017, for the Police Union, GELC, and the Non Union divisions; the employer DC contribution percent will change.

That said, MERS requires the approval of the revised Hybrid Agreements. The employer rate for the Police (HA), employer portion is changing from 4.29% (DB) and 2.71% (DC), to 6.77% DB and .23% DC. The employer rate for the nonunion (HB), employer portion is changing from 5.31% DB and 1.69% DC, to 4.56% DB and 2.44% DC. The G.E.L.C. (HC) division employer portion is changing from 5.4% (DB) and 1.6% (DC), to 5.12% DB and 1.88% DC.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 17-56**

**A RESOLUTION TO OPT OUT OF THE LOW-INCOME ENERGY ASSISTANCE FUND  
CREATED BY PUBLIC ACT 95 OF 2013 CONTINGENT UPON THE APPROVAL OF THE  
BOARD OF LIGHT AND POWER**

**WHEREAS**, on July 1, 2013, the State of Michigan passed Public Act 95 (PA 95) that requires all electric utilities to charge up to \$0.99 per month on customer bills to raise revenue that would go into the Low-Income Energy Assistance Fund administered by the State to provide heating assistance to needy individuals; and

**WHEREAS**, Electric Department Superintendent Mike Hyland and City staff have projected that this could cost City Electric customers up to \$30,000 per year; and

**WHEREAS**, PA 95 provides that a municipally owned electric utility or a cooperative electric utility may annually opt out of collecting funds for the Low-Income Energy Assistance Fund and that a utility that opts out cannot shut off electricity to a residential customer from November 1 to April 15 for nonpayment of a delinquent account; and

**WHEREAS**, the City of Portland has previously adopted electric shut-off rules that protect low-income and senior citizens from electric shut-offs from November 1 to April 15 and that opting out of collecting funds for the Low-Income Energy Assistance Fund would extend protection from shut-offs during the heating season to all residential customers and not raise all customers rates by up to \$0.99 per month; and

**WHEREAS**, the City of Portland has opted out of this program since 2014; and

**WHEREAS**, the Board of Light and Power meeting is scheduled for June 20, 2017 and will discuss opting out of collecting funds for the Low-Income Energy Assistance Fund rather than raise all customer's electric bills by up to \$0.99 per month.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. Contingent upon the approval and recommendation of the Board of Light and Power as referenced above, the City Council approves the opting out of collecting funds for the Low-Income Energy Assistance Fund for the next year rather than raise all customers' electric bills by up to \$0.99 per month.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 19, 2017

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 17-57**

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENTS  
TO CITY BOARDS AND COMMISSIONS**

**WHEREAS**, City Council has established guidelines for appointments to City Boards and Commissions pursuant to Council Policy 96-1; and

**WHEREAS**, the Mayor has reviewed the applications for the various City Boards and Commissions and, in accordance with Council Policy 96-1, requests that the Council confirm the following appointments:

Board of Light & Power

-Roger Habegger to a term expiring June 30, 2020

Portland Area Municipal Authority

-Doug Logel to a term expiring June 30, 2020

Building Board of Appeals

-Dick Manning to a term expiring June 30, 2020

Planning Commission

-William Roeser to a term expiring June 30, 2020

Tree Management Commission

-Charles Carr to a term expiring June 30, 2020

Zoning Board of Appeals

-Joe Fedewa to a term expiring June 30, 2020

-Carol Stahl to a term expiring June 30, 2020

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council confirms the Mayor's appointments as set forth above.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 19, 2017

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 17-58**

**A RESOLUTION APPROVING ISSUANCE OF A TRANSIENT TRADER PERMIT FOR A BBQ FOOD TRAILER**

**WHEREAS**, Section 24.22 of the City Code of Ordinances prohibits anyone from engaging in a business as a transient trader or dealer within the City without obtaining a permit; and

**WHEREAS**, Chris Teachout has requested a Transient Trader Permit to allow a food trailer to sell BBQ in the vacant lot at the corner of Grand River Avenue and Divine Highway owned by the Archer Daniels Midland Company (“ADM”); and

**WHEREAS**, Mr. Teachout is requesting hours of operation to be on Thursdays from 4:00 P.M. until 9:00 P.M. through August 31, 2017; and

**WHEREAS**, the City Manager recommends that City Council approve the additional guidelines to specifically address mobile food vehicles, attached as Exhibit A; and

**WHEREAS**, Section 24.24 of the City Code of Ordinances requires City Council approval of the application and surety before the Clerk can issue the Transient Trader Permit.

**WHEREAS, NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves issuance of a Transient Trader Permit to allow a food trailer to sell BBQ as stated above in the City contingent upon the payment of the appropriate fee, proof of insurance coverage and surety bond.
2. The City Council approves the additional guidelines to specifically address mobile food vehicles, attached as Exhibit A. The terms of this policy are in addition to the requirements found in Chapter 24, Article II of the City’s Code of Ordinances.
3. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 19, 2017

\_\_\_\_\_  
**Monique I. Miller, City Clerk**



City of Portland  
Transient Trader Permit - Mobile Food Vehicles  
ARTICLE II, Section 24-19 through 24-27

Location and Hours

A transient trader license for mobile food vehicles enables a vendor to temporarily park upon a public street or private property and engage in the service, sale or distribution of ready to eat food for individual portion service to the general public directly from the vehicle. No operator of a mobile food vehicle shall park, stand or move a vehicle and conduct business within areas of the city where the license holder has not been authorized to operate. The issuance of a transient trader license for a mobile food vehicle does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder. A vendor shall not operate a mobile food vehicle within 500 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained permission from the City. Mobile food vehicles when parked on public streets shall be parked in conformance with all applicable parking restrictions, and shall not hinder the lawful parking or operation of other vehicles. A mobile food vehicle shall not be parked on the street overnight or left unattended and unsecured at any time food is in the vehicle. Any mobile food vehicle found to be unattended shall be considered a public safety hazard and may be ticketed and impounded. Hours of operation and location must be approved by the City.

A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner. A private property owner shall not permit parking by a mobile food vehicle until a special use permit has been obtained to allow for such use.

Noise and Trash

No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles shall meet the city noise ordinance, including generators. No loud music, other high-decibel sounds, horns or amplified announcements are allowed. All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators each day. Spills

of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.

Utilities

Any power required for the mobile food vehicle located on a public way shall be self-contained and a mobile food vehicle shall not use utilities drawn from the public right-of-way, without the express written authorization from the City. Mobile food vehicles on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any City street, alley, or sidewalk, without the express written authorization from the City.

General Liability Coverage & Bond

A mobile food vendor shall provide proof of general liability insurance with minimum one (1) million-dollar coverage and submit a surety bond with the City pursuant to Section 24.24 of the Code of Ordinances.

Ionia County Health Department & Legal Requirements

A mobile food vendor shall provide copies of all necessary permits required by the Ionia County Health Department. A mobile food vendor shall at all times comply with all local ordinances and state and federal laws.

***I understand that the operation of a mobile food vehicle is regulated by the City of Portland through Article II, Chapter 24 of the Code of Ordinances and the terms of this policy. Once a license has been issued, it may be revoked, suspended, or not renewed by the City Clerk for failure to comply with the provisions of this ordinance and any rules or regulations promulgated by the City.***

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 17-59**

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR TO SIGN AN AMENDMENT TO THE WATER TANK MAINTENANCE CONTRACT FOR THE 400,000 GALLON WATER STORAGE TANK AT 501 CHARLOTTE HIGHWAY**

**WHEREAS**, Utility Service Company, Inc has submitted a proposed amendment to the Water Tank Maintenance Contract (Amendment) to provide professional services for painting the City logo on 2 sides of the 400,000-gallon water storage tank at 501 Charlotte Highway (Tank) for the amount of \$29,835.00, a copy of which is attached as Exhibit A; and

**WHEREAS**, the amount of \$29,835.00 will be spread over three years and incorporated into the annual maintenance fee; and

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The City Council approves, authorizes, and directs the Mayor and Clerk to sign the Amendment to provide professional services for painting the City logo on 2 sides of the 400,000-gallon water storage tank at 501 Charlotte Highway (Tank) for the amount of \$29,835.00, a copy of which is attached as Exhibit A.
  
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 19, 2017

\_\_\_\_\_  
**Monique I. Miller, City Clerk**



June 14, 2017

Tutt Gorman  
City of Portland  
259 Kent Street  
Portland, MI 48875

RE: Addendum to Contract

Contract Date	Tank Name	Size (Gallons)	Type	USG Tank #	Customer #
3 Jan 2012	South Tank	400,000	Pedisphere	126410	32512

Dear Mr. Gorman:

At the City of Portland's request we shall add the following to the above listed contract:

**SERVICE:** New logo on 2 sides (artwork provided) existing logo will be blocked out at installation.

**TERMS:** The cost for the service is \$29,835.00 and will be spread for 3 years. It will be added to your annual maintenance fees beginning January 1, 2018 on the same quarterly schedule as the maintenance contract.

Should the City of Portland elect to cancel this addendum and/or the Original contract then the current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the current balance of annual fees shall be governed by the terms of the Original contract. Any and all other aspects of the Original contract not addressed in this addendum shall remain unmodified and in full force and effect.

Please sign below and return one copy to Paula Jones/Customer Service at the address below.

Thank you very much for your business.

Sincerely,

Marty Mazzella  
Director of Sales North Region

**CITY OF PORTLAND, MI**

Authorizing Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
The above signatories certify that they are duly authorized to sign this Addendum on behalf of the entities represented.

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

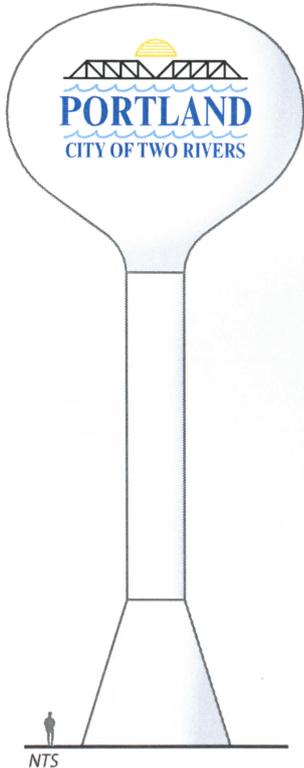
# Tank Reservoir Elevation

Planar measurements of graphics.

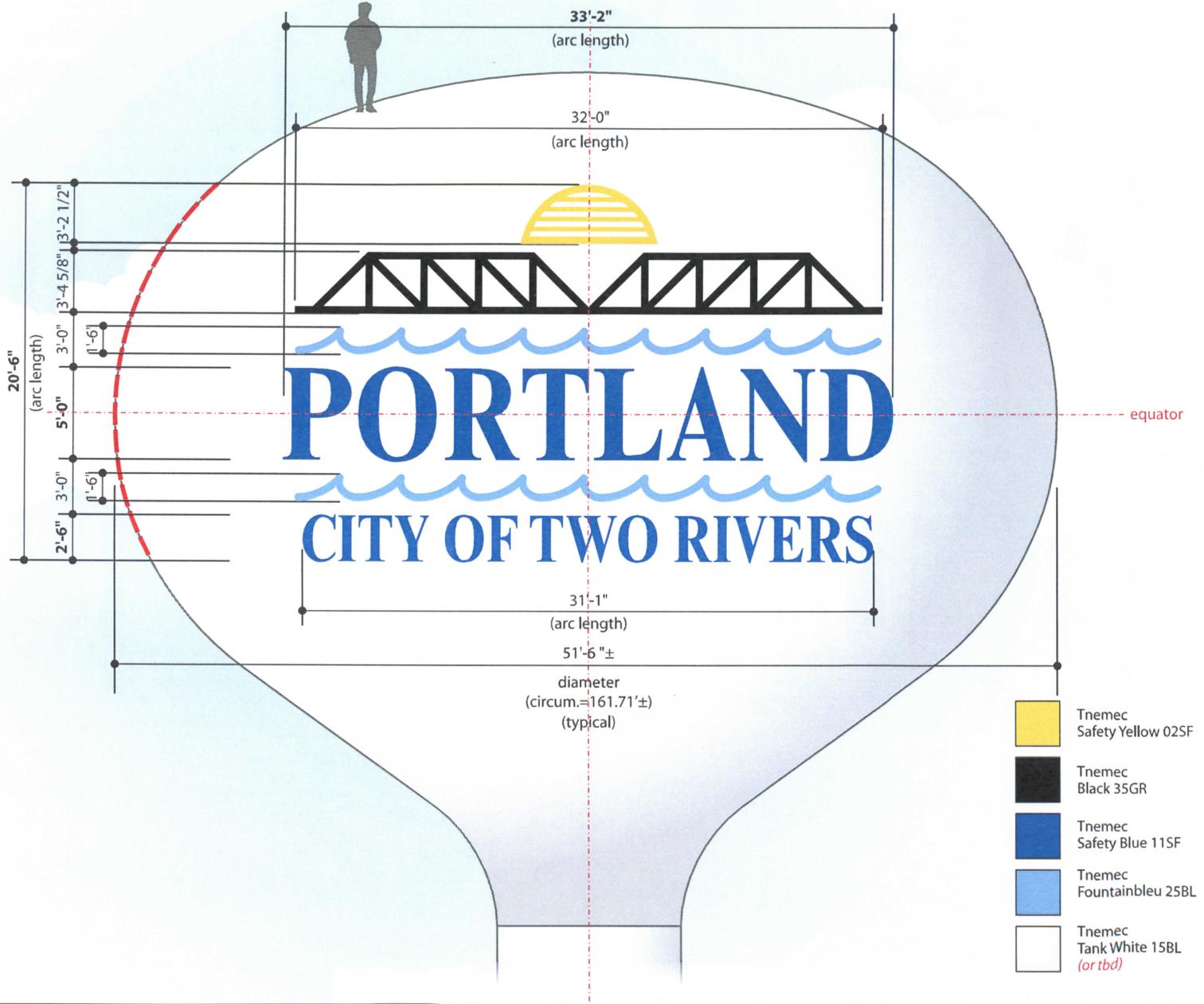
Tank measurements shown are based on a typical 400k gallon Pedosphere tank and client-provided information.

Engineer / Owner should verify all measurements prior to final approvals and production.

Quantity: (2) sides.  
Exact orientation to be determined / verified in the field by Engineer / Owner.



NTS



**Tim Donovan | Owner**  
106 Mission Ct STE 1201  
Franklin, TN 37067  
615.473.0272 tel  
888.492.1831 fax  
Tim@TankLOGOS.com

**Client:** USCI  
**Design:** Portland MI Charlotte Hwy 400KG PED DO  
**Revision Date:** 06-12-17  
**First Print Date:** 05-31-17  
**Scale:** 1/8"=1'-0" ±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

**Signature** \_\_\_\_\_  
**APPROVED**  **DATE** \_\_\_\_\_  
**APPROVED AS NOTED**  **DATE** \_\_\_\_\_  
**REVISE + RESUBMIT**  **DATE** \_\_\_\_\_

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color call-outs when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, June 5, 2017

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Kirk; DDA/Main Street Director Conner Wellman

Guests: Jason Mellema, Ionia County ISD Superintendent; Esther Durnwald of the Michigan Wildflower Farm; Noreen Logel and Mariette Leatherman of the Friends of the Red Mill; Karen Bota of the Sentinel Standard

The meeting was called to order at 7:00 P.M. by Mayor Barnes with the Pledge of Allegiance led by Jason Mellema.

Motion by Fitzsimmons, supported by Baldyga, to approve the Revised Agenda as presented.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Under City Manager Report, City Manager Gorman welcomed Jason Mellema, Ionia County ISD Superintendent and noted that he has served on the ISD Board since 2013.

City Manager Gorman stated that he will attend training on June 20, 2017 through the MEDC for Redevelopment Ready Communities to review the City's development processes to evaluate anything that can be improved.

The City will be working with Fleis & VandenBrink to review the Wellhead Protection Program that was updated in 2014. The current program is approved through 2020 but will be reviewed to ensure the quality of the program and that all priorities are addressed.

The City was awarded the DNR Acquisition Grant to acquire a portion of property adjacent to Two Rivers Park. As part of the grant new environmental testing was required. Fleis & VandenBrink has completed both the Phase I and II Environmental Assessment Studies and submitted them to the required parties. The goal is to close on the grant by the end of the Fiscal Year.

The City of Portland was awarded the Brownfield Redevelopment Grant through the DEQ. The City will be moving forward with the potential acceptance of the donation of property by ADM Alliance Nutrition at the corner of Grand River Ave. and Divine Hwy. We are currently waiting for the application then the administrative process can move forward. Discussions with ADM Alliance Nutrition regarding the City taking the property can resume.

Fleis & VandenBrink has completed the preliminary design work on the James St. Improvement Project. City staff will meet with the engineers on June 7, 2017 to go over the plans and walk the project. A workshop with City Council will be held later this month as well.

McDonald's is moving forward with reconstruction of their building and property this month. The development will encompass the entire corner of Bridge St. and Grand River Ave.

In other developments, construction on ConfluxCity Brewery LLC is underway. The Sparrow Medical Group is working on their environmental studies and surveys of the property agreed upon for purchase on Cutler Rd. Muffler Man is expected to begin redevelopment soon; the approved site plan has a 12-month "shelf life". The project manager on the Old School Manor redevelopment project will provide an update at the next Council meeting.

Under Presentations, Jason Mellema, Ionia County ISD Superintendent presented information on the Special Education Headlee Restoration Millage Election that will be held on August 8, 2017.

Mayor Pro-Tem VanSlambrouck encouraged residents to consider the value this program provides to the special needs students.

Esther Durnwald of the Michigan Wildflower Farm provided a presentation and information about wildflower plantings and the project to plant wildflowers on the ½ acre along the River Trail near the Red Mill.

Noreen Logel addressed the Council and noted that the Friends of the Red Mill are planning to place signage to explain what is happening at the site.

DDA/Main Street Director Tina Conner Wellman presented her monthly report. The Block Party, held on May 20, 2017, went very well until the rain moved in. There was a lot of positive feedback on the event. She thanked the organizing team and many volunteers. The Design Committee will meet this week to review one Sign Grant and one Façade Grant Application that were submitted. An application has been submitted to add the NW and NE corners of Water St. and Grand River Ave. to the Main Street Program. They will also begin working on funding for a new lamp post to match the others on the corner where ConfluxCity Brewery will be opening. Work will also begin to rebuild the website. Planning for Beerfest on the Bridge is also taking form. More updates to come.

Under New Business, the Council considered Resolution 17-48 for the Mayor and Clerk to sign an amendment to the License Agreement with the Friends of the Red Mill to include additional land to plant wildflowers.

Motion by Baldyga, supported by VanSlambrouck, to approve Resolution 17-48 approving, authorizing, and directing the Mayor and Clerk to sign an amendment to the License Agreement with the Friends of the Red Mill.

Yeas: Baldyga, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 17-49 for the Mayor and Clerk to sign Amendment No. 4 to the Refuse Collection Agreement with Granger to include curbside recycling.

City Manager Gorman stated that a lot of due diligence has been done prior to this proposed amendment to implement curbside recycling. The biggest concern seems to be from township residents who are concerned about the losing the recycling center located at the DPW. The City plans to keep the recycling center in place until the townships are able to find an alternative solution. Granger has advised that the implementation of curbside recycling will take place in September.

Council Member Baldyga noted that it is the Council's intent to work with the townships to address the issue of the recycling center.

Motion by Baldyga, supported by Johnston, to approve Resolution 17-49 authorizing the Mayor and Clerk to sign Amendment No. 4 to the Refuse Collection Agreement to include Curbside Recycling.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 17-50 to approve Bill No. 9 in the amount of \$1,600.00 to MDOT for work performed on the Kent Street Improvement Project. The City Engineer on the project has reviewed the invoice and recommends its payment.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 17-50 approving Bill No. 9 to the Michigan Department of Transportation for work performed on the Kent Street Improvement Project.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 17-51 to approve an energy purchase not to exceed \$98,167.00 for future load requirements for the period of January 2017 through June 2018 through the Michigan Public Power Agency. At its meeting May 23, 2017, the Board of Light and Power voted to recommend the approval of this energy purchase.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 17-51 approving an energy purchase for the Board of Light and Power through the Michigan Public Power Agency.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 17-52 to approve the recommendation of the Board of Light and Power to purchase supplies and materials for the East Grand River Avenue Project to remove the overhead power lines. At its meeting on May 23, 2017 the Board of Light and Power voted to recommend City Council approve the purchase of high voltage connectors/supplies from Power Line Supply in the amount of \$13,473.66.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 17-52 approving the recommendation of the Board of Light and Power to purchase supplies and material for the East Grand River Avenue Project.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None  
Adopted

Motion by Fitzsimmons, supported by Baldyga, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting and the Special Meeting held on May 15, 2017, payment of invoices in the amount of \$119,684.20 and payroll in the amount of \$276,111.03 for a total of \$395,795.23. Purchase orders to Resco in the amount of \$6,090.00 for poles, Synagro Central, LLC in the amount of \$6,750.00 for pump and transport of liquid materials, Fleis & VandenBrink in the amount of \$10,108.55 for James Street design services, and Dickinson Wright PLLC in the amount of \$15,000.00 for bond counsel fees were also included.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes  
Nays: None  
Adopted

Under City Manager Comments, City Manager Gorman noted that the Chamber of Commerce Golf Outing will be held Friday, June 9, 2017 and the CreeMee Grand Opening will be held Saturday, June 10, 2017 at 2:00 P.M.

Under Council Comments, Mayor Barnes noted that the flowers planted in the downtown look nice and he expressed appreciation to the DPW crew for their efforts in patching the City streets.

Motion by Fitzsimmons, supported by Baldyga, to adjourn the regular meeting.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes  
Nays: None  
Adopted

Meeting adjourned at 7:56 P.M.

Respectfully submitted,

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James E. Barnes, Mayor

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Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
UNITED STATES POSTAL SERVICE	00463	POSTAGE- ELC, WTR, WASTEWATER, GENERAL	867.04
FOSTER BLUE WATER OIL, LLC	02301	DIESEL REFILL - CEM, PARKS	301.29
FOSTER BLUE WATER OIL, LLC	02301	GAS REFILL - CEM, PARKS	440.50
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	420.00
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	421.54
CMP DISTRIBUTORS INC.	01745	CUFF CASE, MAG CASE - POLICE	75.90
COOK BROS EXCAVATING	00101	HAUL STREET SWEEPINGS TO LANDFILL - MAJ STS, L	270.00
DEWOLF & ASSOCIATES	MISC	FTO UPDATE - POLICE	255.00
DONNA MARTIN	MISC	REFUND OF AMB SUBSCRIPTION - AMBULANCE	60.00
FAMILY FARM & HOME	01972	HOSE END CAP, HOSE SHUTOFF - 582539932001	52.77
FAMILY FARM & HOME	01972	ROUND UP - AMBULANCE	34.99
FP MAILING SOLUTIONS	01758	POSTAGE RESET - GENERAL	12.00
GRANGER CONTAINER SERVICE	00175	40 YARDS STREET SWEEPINGS - MAJ STS, LOC STS	440.00
ROGER HABEGGER	01841	MILEAGE REIMB MPPA CONFERENCE- ELECTRC	38.89
RYAN HONSOWITZ	00191	UNIFORM ALLOWANCE - CEM, MTR POOL	95.01
I.T. RIGHT	02440	GIGABIT SWITCH- POLICE	58.30
I.T. RIGHT	02440	WAP - POLICE	126.45
MHR BILLING	01780	BILLING SERVICE MAY - AMBULANCE	1,278.00
SANTANDER LEASING LLC	MISC	AMBULANCE LEASE PAYMENT - MTR POOL	26,551.94
SNIDER RECREATION INC.	MISC	BUBBLE WINDOW TO REPAIR EQUIP AT BRUSH ST PARK	359.00
STATE OF MICHIGAN	00428	BATI SAMPLES- WATER	320.00
STEVE'S METER SERVICE	00442	METERS - ELECTRIC	1,200.00
THE RAPID GROUP LLC	MISC	SHREDDING SERVICES - GENERAL	30.00
T&R ELECTRIC SUPPLY	00445	2 THREE PHASE TRANSFORMERS - ELECTRIC	9,889.00
UNITED STATES TREASURY	MISC	PCORI/COMPARATIVE EFFECTIVENESS FEE - GENERAL	54.24
USA BLUEBOOK	01850	SUPPLIES - WASTE WTR	377.82
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA FACTOR - ELECTRIC	225.00
VILLAGE LAUNDRY	01490	DEPARTMENT DRY CLEANING - POLICE	71.50
GAYLE BANTLE	MISC	RESIDENTIAL HVAC PROGRAM - ELECTRIC	150.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
JIM LAKIN	01373	ELECTRIC BOARD - ELECTRIC	75.00
CHARLES DUMAS	02412	OFFICIALS - ELECTRIC	75.00
ROGER HABEGGER	01841	OFFICIALS - REC	75.00
GRANGER CONTAINER SERVICE	00175	REFUSE - REFUSE	8,027.24
UPS	MISC	POSTAGE - BONDS	6.00
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL FOR GENERATORS - ELECTRIC	920.72
IONIA OCCUPATIONAL HEALTH SERVICES	02275	DOT PHYSICALS, HEP B VACCINE - ELECTRIC, WW, M	253.00
PORTLAND AREA FIRE AUTHORITY	02128	FIRES SERVICES 4TH QUARTER - COMM PROMO	27,494.48
ELHORN ENGINEERING	00139	EL-CHLOR CARBOY - WATER	553.75
DOUBLE B ENTERPRISE	02390	STUMP GRINDING - PARKS	1,265.40
FAMILY FARM & HOME	01972	WASP & HORNET SPARY - CEM , PARKS	23.99
FAMILY FARM & HOME	01972	FIXED CHALK MACHINE - PARKS	2.39
CENTRAL INTERCONNECT INC.	01779	PROVIDE, INSTALL NEW REAR DISPLAY - CITY HALL	2,988.40
MICHIGAN.COM	02336	LEGAL NOTICES - GENERAL	227.42
MICHIGAN PAVING & MATERIALS CO.	02102	BLACKTOP - MAJ STS, LOC STS	369.60
SEBEWA SAND & GRAVEL LLC	02283	TOP SOIL - MAJ STS, LOC STS	222.60
FAMILY FARM & HOME	01972	CONCRETE MIX - MAJ STS	28.92
STATE OF MICHIGAN	00428	SOR REGISTRATION DOTY - POLICE	60.00
STATE OF MICHIGAN	00428	SORE TOKENS - POLICE	66.00
MCFADDEN LAW OFFICE PLLC	02299	LEGAL SERVICE - POLICE	69.00
MARK WOODMAN PLUMBING & HEATING	01816	2017 BACKFLOW TESTING - GENERAL,ELEC, WTR	960.00
KITCH DRUTCHAS WAGNER VALITUTTI	02458	LEGAL SERVICES - CELL TOWER - GENERAL	1,203.90
STEVE'S METER SERVICE	00442	SINGLE PHASE METERS - ELECTRIC	6,180.00
CINTAS-725	00083	UNIFORM AND RUG CLEANING - VARIOUS DEPTS	1,314.62
MARK SPOHN	02110	MOWING RED MILL - COMM PROMO	230.00
FLEIS & VANDENBRINK	00153	PHASE I ENVIRONMENTAL STUDY - TWO RIVERS PARK	1,800.00
MICHIGAN PAVING & MATERIALS CO.	02102	BLACKTOP - WATER, MAJ STS, LOC STS	601.44
GRANGER CONTAINER SERVICE	00175	REFUSE - CEM, PARKS, MTR POOL	374.26
TOM'S FOOD CENTER	00452	SUPPLIES - VARIOUS DEPTS	596.75

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
56A DISTRICT COURT	MISC	BOND PAYMENT - POLICE	250.00
14B DISTRICT COURT	MISC	BOND - POLICE	200.00
B&W AUTO SUPPLY, INC.	00030	SUPPLIES - VARIOUS DEPTS	1,602.49
BADER & SONS CO.	00031	JOHN DEERE ZTRAK- CEMETERY, PARKS	9,607.67
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	11,118.00
CENTURYLINK	01567	PHONE SERVICE - VARIOUS DEPTS	4.92
TOM SCHRAUBEN	MISC	RESIDENTIAL HVAC - ELECTRIC	165.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	21.65
MRWA	01935	MEMBERSHIP DUES - WATER	670.00
FLEIS & VANDENBRINK	00153	KENT STREET PROJECT CLOSEOUT - MAJ STS	131.25
FLEIS & VANDENBRINK	00153	JAMES STREET DESIGN ENGINEERING - LOC STS, WW,	5,758.15
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMBULANCE	60.70
ED FILTER	00540	UMPIRES - REC	192.00
GERALD ACKERSON	02269	UMPIRES - REC	96.00
GREG GARN	02185	UMPIRES - REC	96.00
BRIAN RUSSELL	00593	UMPIRES - REC	144.00
DAVE PETTIT	00588	UMPIRES - REC	50.00
BLAKE HODGE	02406	UMPIRES - REC	80.00
SAM HODGE	02407	UMPIRES - REC	70.00
COLLIN WILLIAMS	02455	UMPIRES - REC	30.00
TAYLOR WILCOX	02159	UMPIRES - REC	166.00
LOGAN COOK	02342	SCOREKEEPERS - REC	56.00
OWEN RUSSELL	02249	SCOREKEEPER - REC	28.00
KATELYN RUSSELL	02457	SCOREKEEPERS - REC	28.00
HANNAH DENSMORE	02300	SCOREKEEPERS - REC	28.00
GRANGER CONTAINER SERVICE	00175	REFUSE - WASTE WATER	152.58
GRANGER CONTAINER SERVICE	00175	SPRING CLEANUP - COMM PROMO	7,665.00
FLEIS & VANDENBRINK	00153	WWTP OPERATIONS - WASTE WATER	7,153.50
GRANGER CONTAINER SERVICE	00175	REFUSE - POLICE, COMM PROMO, ELECTRIC	152.58

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
FLEIS & VANDENBRINK	00153	CONSULTING SERVICES - GENERAL, MAJ STS	1,904.13
CONSUMERS ENERGY	00095	GAS SERVICES - VARIOUS DEPTS	819.39
MENARDS	00260	CEMENT - CEMETERY	91.68
NORTH CENTRAL LABORATORIES	00959	LAMP FOR GENESYS - WASTE WTR	180.09
GRAINGER, INC.	00172	SUPPLIES - WASTE WTR	35.10
GRAINGER, INC.	00172	SUPPLIES - WASTE WTR	311.14
NORTH CENTRAL LABORATORIES	00959	SUPPLIES - WASTE WTR	411.18
WESTPHALIA MILLING CO.	00480	ATHLETIC MARKER, WEED KILLER - CEMETERY, PARKS	155.60
ROCHESTER CREATIONS	02359	EMS SHIRTS - AMBULANCE	175.00
ROCHESTER CREATIONS	02359	EMS SHIRTS - AMBULANCE	320.00
ROCHESTER CREATIONS	02359	EMS SHIRTS - AMBULANCE	480.00
ROCHESTER CREATIONS	02359	EMS SHIRTS - AMBULANCE	480.00
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMB	18.78
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMB	291.77
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMBULANCE	144.93
MOTOROLA SOLUTIONS INC.	02459	PORTABLE RADIOS - POLICE	6,922.00
CMP DISTRIBUTORS INC.	01745	BATTERY HOLDER, HOLSTER - POLICE	56.60
SPRINT	00859	PHONE BILL - POLICE	113.97
CULLIGAN	02130	WATER - POLICE	25.00
SCOTT HONSOWITZ	00192	UNIFORM ALLOWANCE - ELECTRIC	200.00
STAPLES BUSINESS ADVANTAGE	00426	SUPPLIES - VARIOUS DEPTS	768.61
DORNBOS, SIGN & SAFETY, INC.	00067	SIGNS- MAJ STS, LOC STS	424.00
DORNBOS, SIGN & SAFETY, INC.	00067	STOP SIGNS, NO PARKING SIGNS - MAJ STS, LOC ST	453.70
DORNBOS, SIGN & SAFETY, INC.	00067	POSTS - MAJ STS, LOC STS	402.18
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	13.58
2ND DISTRICT COURT, HILLSDALE MI	MISC	BOND - POLICE	280.00
Total:			\$161,796.98

**BI-WEEKLY  
WAGE REPORT  
June 19, 2017**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	8,994.76	219,473.39	1,986.13	83,961.87	10,980.89	303,435.26
ASSESSOR	886.55	26,844.81	67.82	2,300.60	954.37	29,145.41
CEMETERY	4,103.22	63,957.27	363.80	33,564.45	4,467.02	97,521.72
POLICE	12,799.27	384,903.32	3,418.20	136,503.64	16,217.47	521,406.96
CODE ENFORCEMENT	610.21	17,617.95	46.68	8,255.54	656.89	25,873.49
PARKS	3,174.80	53,638.56	293.11	20,440.97	3,467.91	74,079.53
INCOME TAX	1,763.38	47,388.39	532.14	34,837.24	2,295.52	82,225.63
MAJOR STREETS	3,106.20	77,531.79	760.79	59,776.28	3,866.99	137,308.07
LOCAL STREETS	2,774.73	73,438.78	670.25	53,662.20	3,444.98	127,100.98
RECREATION	799.26	26,262.37	111.69	13,684.83	910.95	39,947.20
AMBULANCE	11,366.69	289,753.37	1,572.90	93,821.25	12,939.59	383,574.62
DDA	2,115.38	37,863.23	158.24	9,667.79	2,273.62	47,531.02
ELECTRIC	17,218.08	413,462.49	3,359.29	252,740.30	20,577.37	666,202.79
WASTEWATER	8,884.77	232,687.91	1,941.01	151,202.43	10,825.78	383,890.34
WATER	5,620.30	120,318.55	1,324.10	72,314.91	6,944.40	192,633.46
MOTOR POOL	3,052.08	56,130.69	673.53	43,205.83	3,725.61	99,336.52
<b>TOTALS:</b>	<b>87,269.68</b>	<b>2,141,272.87</b>	<b>17,279.68</b>	<b>1,069,940.13</b>	<b>104,549.36</b>	<b>3,211,213.00</b>

**BI-WEEKLY CASH BALANCE ANALYSIS  
AS OF 6/14/17  
MEETING DATE 6/19/17**

<b>Fund</b>	<b>Description</b>	<b>Beginning Balance 6/1/17</b>	<b>Total Cash in</b>	<b>Total Cash out</b>	<b>Cash Balance 6/14/17</b>	<b>Time Certificates</b>	<b>Ending Balance 6/14/17</b>
101	GENERAL FUND	2,040,430.53	113,919.33	(185,395.96)	1,968,953.90	235,000.00	2,203,953.90
105	INCOME TAX FUND	54,152.47	4,163.40	(8,315.10)	50,000.77	10,000.00	60,000.77
150	CEMETERY PERPETUAL CARE FUND	36,892.20	200.00	-	37,092.20		37,092.20
202	MAJOR STREETS FUND	148,774.05	30,648.82	(28,798.82)	150,624.05		150,624.05
203	LOCAL STREETS FUND	87,915.78	15,523.38	(22,205.46)	81,233.70		81,233.70
208	RECREATION FUND	7,740.13	6,184.86	(7,968.45)	5,956.54		5,956.54
210	AMBULANCE FUND	133,724.18	67,645.75	(75,512.40)	125,857.53		125,857.53
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	130,306.43	4,495.60	(4,705.00)	130,097.03		130,097.03
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	1,903,417.25	-	(15,000.00)	1,888,417.25		1,888,417.25
520	REFUSE SERVICE FUND	18,683.29	3,895.20	(2,911.58)	19,666.91		19,666.91
582	ELECTRIC FUND	199,712.87	174,107.10	(142,522.81)	231,297.16	530,000.00	761,297.16
590	WASTEWATER FUND	(117,621.77)	36,162.47	(56,770.94)	(138,230.24)		(138,230.24)
591	WATER FUND	27,991.83	26,723.29	(23,569.66)	31,145.46	420,000.00	451,145.46
661	MOTOR POOL FUND	21,622.93	32,206.03	(41,468.26)	12,360.70		12,360.70
703	CURRENT TAX FUND	6,944.92	-	-	6,944.92		6,944.92
<b>TOTAL - ALL FUNDS</b>		<b>4,704,049.34</b>	<b>515,875.23</b>	<b>(615,144.44)</b>	<b>4,604,780.13</b>	<b>1,195,000.00</b>	<b>5,799,780.13</b>
					ELECTRIC-RESTRICTED CASH	404,418.00	404,418.00
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	635,908.70	635,908.70
					ELECTRIC-PRIN & INT ESCROW	136,894.11	136,894.11
					WASTEWATER DEBT ESCROW	197,336.71	197,336.71
					WASTEWATER REPAIR ESCROW	24,601.85	24,601.85
					DDA-PRIN & INT ESCROW	501.77	501.77
							<u><u>7,499,441.27</u></u>
<b>*Customer Deposit Breakdown</b>							
	Electric	128,000.00					
	Wastewater	21,000.00					
	Water	21,000.00					
		<u>170,000.00</u>					



~~PURCHASE ORDER~~

**CITY OF PORTLAND**

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TELE ELEC

SHIP TO ELEC

582-539-775

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
-19-17					17-317	
QUANTITY	DESCRIPTION				PRICE	AMOUNT
1	150 KVA PAD MOUNT				\$	4574.-
	3 PHASE TILBASTROMETH					
	1242/7000 - 2400/41609 120/208					
	ON/OFF SWITCH, SPROGGS LOUF FEED					
	FEED THRU - NORMAL					
	STUFF WE GET					
	RCP - REIMBURSE					

NOT FOR RESALE  FOR RESALE

TAX NUMBER

*[Signature]*  
AUTHORIZED SIGNATURE

**ACKNOWLEDGEMENT**

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES



# INVOICE

INVOICE NO.	144216
INVOICE DATE	5/26/2017

BOX 180, COLMAN, SOUTH DAKOTA 57017

Toll Free Number 800-843-7994

Phone (605) 534-3555

FAX (605) 534-3861

PORTLAND ELECTRIC DEPT  
723 E GRAND RIVER  
PORTLAND, MI 48875

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PORTLAND ELECTRIC DEPT  
723 E GRAND RIVER  
PORTLAND, MI 48875

Terms: Net Cash - 30 Days

ORDER DATE	ORDER NO.	CUST. NO.	CUST. P.O.	S/M	SHIP VIA	SHIP REMARKS
4/19/2017	128559	1760			DENNY COLMAN TRANS.	

ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL
1	1	000150 KVA THREE PHASE PAD MOUNT W/O TAPS PRI VOLT: 4160GRDY/2400 X 12470GRDY/7200 SEC VOLT: 208Y/120 SERIAL NUMBER: TR 170516-B (1965GV)		4574.00
1	1	000225 KVA THREE PHASE PAD MOUNT W/O TAPS PRI VOLT: 4160GRDY/2400 X 12470GRDY/7200 SEC VOLT: 208Y/120 SERIAL NUMBER: TR 170518-1 (1666GX)	5315.00	5315.00



**PAY THIS AMOUNT**

**TOTAL**

9889.00

amount payable under this invoice is the amount due the supplier does not include any State and Local taxes if applicable on this section.)

Received by \_\_\_\_\_

**PURCHASE ORDER**

**CITY OF PORTLAND**

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

SHIP TO

Fleis + Vandenbrink

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
4/3/17					
QUANTITY	DESCRIPTION			PRICE	AMOUNT
	James Street Design				\$ 5,758.15
	203.452.803017	Local Sts.	Eng. Svc	\$ 2,879.08	
	590.441.803017	Waste Wtr	" "	\$ 1,727.45	
	591.441.803017	Water	" "	\$ 1,151.62	
				\$ 5,758.15	

NOT FOR RESALE     FOR RESALE    TAX NUMBER \_\_\_\_\_     ORIGINAL     AUTHORIZED SIGNATURE

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES

 **COPY**

  
**FLEIS&VANDENBRINK**  
2960 LUCERNE DRIVE SE, GRAND RAPIDS, MI 49546  
OFFICE: 616.977.1000 | FAX: 616.977.1005

Invoice

S. Tutt Gorman  
City Manager  
City of Portland  
259 Kent Street  
Portland, MI 48875-1495

June 8, 2017  
Project No: 830080  
Invoice No: 46317

Project 830080 City of Portland - James Street, Design

**Services included:** Preliminary design

**For professional services rendered for the period April 29, 2017 to May 26, 2017**

**Professional Services**

	Hours	Billing	
<b>Total</b>	51.00		<b>5,755.75</b>
<b>Reimbursable Expenses</b>			
Expenses		2.40	
<b>Total</b>		<b>2.40</b>	<b>2.40</b>
	<b>Total this Invoice</b>		<b>\$5,758.15</b>

*Thank you for your business, it is sincerely appreciated.  
If there are any questions regarding this invoice or the services provided, please contact us.*

Terms: Net 15 days

# PURCHASE ORDER

## CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO STEVE'S METEN  
SERVICE

SHIP TO ELFC  
582-539-775

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
6-12-17						
QUANTITY	DESCRIPTION				PRICE	AMOUNT
30	SINGLE PHASE 208V URBAN METERS FOR WOODA (RE-IMBURSE BY WOODA)				200.	\$6180-

*[Handwritten Signature]*

NOT FOR RESALE  FOR RESALE

TAX NUMBER \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

**ORIGINAL**

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES

931

# PURCHASE ORDER

## CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

Chrouel Communications  
7860 Merrison Lake Rd.  
Saranac, MI 48981

SHIP TO Portland Police

QTY	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
					17-547	
DESCRIPTION					PRICE	AMOUNT
				APX 6000 Portable Radios + programs		
				Inv. #13164992 101-306-931.000		
				Total \$ 6,922. <sup>00</sup>		

FOR RESALE  FOR RESALE

TAX NUMBER

ORIGINAL

*[Signature]*  
AUTHORIZED SIGNATURE

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES



**MOTOROLA SOLUTIONS, INC.**

1301 E. Algonquin Road  
Schaumburg, IL 60196

Visit our website at: [www.motorola.com](http://www.motorola.com)

**INVOICE**

<b>TOTAL INVOICE AMOUNT:</b>	<b>\$6,922.00</b>
MOTOROLA INVOICE NUMBER:	13164992
INVOICE DATE:	06/06/2017
PAYMENT DUE:	07/06/2017
CUSTOMER ACCOUNT NUMBER:	1036870493 0001
PURCHASE ORDER DATE:	05/09/2017
YOUR P.O.#:	NTP

23

BILL TO PORTLAND, CITY OF  
ACCTS PAYABLE  
773 E GRAND RIVER AVE  
PORTLAND, MI 48875

SHIP TO **CHROUGH COMMUNICATIONS INC**

7860 MORRISON LAKE RD  
SARANAC, MI 48881

*For questions concerning this Invoice please contact  
Motorola at: 1-888-567-7347*

00065-00065-00065

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Sales Order Number: 0953180070190

Ultimate Destination: PORTLAND, CITY OF, 773 E GRAND RIVER AVE, PORTLAND, MI 48875

**Invoice Detail**

Item	Model Number	Qty	Description	Unit Price	Amount
1	H98UCF9PW6BN	2	APX6000 700/800 MODEL 2.5 PORTABLE SERIAL NUMBERS 755CTM0008 through 755CTM0009	2,129.13	4,258.26
1a	H885BK	2	ADD: 3 YEAR SERVICE FROM THE START	90.00	180.00
1b	QA02756	2	ADD: 9600 TRUNKING OR 3600 DIGITAL	1,104.67	2,209.34
1c	QA01833	2	ADD: EXTREME 1-SIDED NOISE REDUCTIO	17.59	35.18
2	NNTN8863A	2	CHARGER, SINGLE-UNIT, IMPRES 2, 3A,	119.61	239.22
SUBTOTAL					6,922.00
Carrier: FED					
PLEASE PAY THIS AMOUNT (PAYMENT DUE: 07/06/2017)					6,922.00

Detach here and return bottom portion with your payment.

IM1A-1

**Payment Coupon**

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
<b>13164992</b>	<b>1036870493 0001</b>	<b>07/06/2017</b>

Invoice Total	Amount Paid
<b>\$6,922.00</b>	

Please put your Invoice Number and your Customer Account Number on your check for prompt processing.

PORTLAND, CITY OF  
ACCTS PAYABLE  
773 E GRAND RIVER AVE  
PORTLAND, MI 48875



Send Payment To:

**MOTOROLA**

**MOTOROLA SOLUTIONS, INC.**  
13108 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693

0103010604090902 1036870493 0001 0000 060617 0000692200 09

# PURCHASE ORDER

## CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO FDV Operations

SHIP TO \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
3/14/17						
QUANTITY	DESCRIPTION				PRICE	AMOUNT
	WWTP Operations 1/28/17 - 2/24/17					7,153.50
	590-548-702.000					

NOT FOR RESALE   
  FOR RESALE   
 TAX NUMBER \_\_\_\_\_   
 ORIGINAL   
 AUTHORIZED SIGNATURE \_\_\_\_\_

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES



Invoice

James Barnes  
Mayor  
City of Portland  
259 Kent Street  
Portland, MI 48875-1495

March 14, 2017  
Project No: 706817  
Invoice No: 1827

Project 706817 City of Portland - WWTP Operations - 2016  
For professional services rendered for the period January 28, 2017 to February 24, 2017

**Professional Services**

		Hours	Rate	Billing	
Freeman, Jason	2/1/2017	8.00	57.00	456.00	
Freeman, Jason	2/2/2017	8.00	57.00	456.00	
Freeman, Jason	2/3/2017	8.00	57.00	456.00	
Freeman, Jason	2/6/2017	9.00	57.00	513.00	*
Freeman, Jason	2/7/2017	10.00	57.00	570.00	
Freeman, Jason	2/8/2017	10.00	57.00	570.00	
Freeman, Jason	2/9/2017	8.50	57.00	484.50	
Freeman, Jason	2/13/2017	8.00	57.00	456.00	
Freeman, Jason	2/14/2017	8.00	57.00	456.00	
Freeman, Jason	2/15/2017	8.00	57.00	456.00	
Freeman, Jason	2/16/2017	8.00	57.00	456.00	
Freeman, Jason	2/17/2017	8.00	57.00	456.00	
Freeman, Jason	2/21/2017	10.00	57.00	570.00	
Freeman, Jason	2/22/2017	10.00	57.00	570.00	
Munson, Christopher	2/23/2017	4.00	57.00	228.00	
		125.50		7,153.50	
<b>Total</b>					<b>7,153.50</b>
				<b>Total this Invoice</b>	<b>\$7,153.50</b>

*Thank you for your business, it is sincerely appreciated.  
If there are any questions regarding this invoice or the services provided, please contact us.*

Terms: Net 30 days

**PURCHASE ORDER**

**CITY OF PORTLAND**

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

SHIP TO

Granger

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
4/17						
QUANTITY	DESCRIPTION				PRICE	AMOUNT
	Spring Clean-Up					\$17,665. <sup>00</sup>
	101.101.884000 Spring Cleanup - Comm Promos					

NOT FOR RESALE  FOR RESALE

TAX NUMBER \_\_\_\_\_



ORIGINAL



AUTHORIZED SIGNATURE

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES



PO Box 22213  
 Lansing, Michigan 48909-2213  
 1-888-9GRANGER (1-888-947-2643)  
 P 517-372-2800  
 www.grangernet.com



<b>Account Number:</b> 1558900	<b>Invoice Number:</b> 16068960	<b>Invoice Date:</b> 5/31/2017	<b>Page 1 of 1</b>
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T2\*S317\*\*\*\*\*SCH 5-DIGI 000002  
 CITY OF PORTLAND  
 259 KENT ST  
 PORTLAND MI 48875-1458



**Commercial Invoice** **Due Date: 6/23/2017**

DATE	DESCRIPTION	PO#	UNITS	S/UNIT	SUBTOTAL
	Previous Balance				\$0.00
	Payment & Credits Applied				\$0.00
	New Activity				\$7,665.00
	Please Pay				\$7,665.00

**ACCOUNT NUMBER: 1558902 SITE NAME: CITY OF PORTLAND, 451 MORSE DR SPRING CLEAN UP PORTLAND, MI 48875**

DATE	DESCRIPTION	PO#	UNITS	S/UNIT	SUBTOTAL
5/6/2017	30 YARD ROLL OFF CHARGE	CITY CLEAN UP	19	\$365.00	\$6,935.00
5/8/2017	30 YARD ROLL OFF CHARGE	CITY CLEAN UP	1	\$365.00	\$365.00
5/8/2017	30 YARD ROLL OFF CHARGE	CITY CLEAN UP	1	\$365.00	\$365.00

Current	30 Days	60 Days	90 Days	Total
\$7,665.00	\$0.00	\$0.00	\$0.00	\$7,665.00

----- Please detach here and return portion below with your payment. -----

# PURCHASE ORDER

## CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO Superior Asphalt INC.  
3888 S. Canal Rd.  
Lansing mi. 48917

SHIP TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
------	---------------	----------	--------	-------	--------------------

6-13-17

QUANTITY	DESCRIPTION	PRICE	AMOUNT
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3050 ft<sup>2</sup> Asphalt Driveway  
well house # 4

7980.<sup>00</sup>

591-441-

RS

NOT FOR RESALE  FOR RESALE

TAX NUMBER \_\_\_\_\_



ORIGINAL



AUTHORIZED SIGNATURE

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES



3888 S. Canal Rd  
 Lansing, MI 48917  
 517.322.0800  
 517.322.0801 (fax)

# Proposal

Date: May 25, 2017

Quoted to:		Job Name & Location:
City Of Portland Public Works Attn: Kenneth Gensterblum 259 Kent St. Portland, MI 48875	<b>Phone:</b> 517-647-7531 <b>Fax:</b> 517-647-2938 <b>Cell:</b> 517-647-6129	Well House # 4 Portland, MI 48875

Customer ID	Good Thru	Payment Terms	Sales Rep
Portland PW	30 Days	Due Upon Completion	Bernie Anderson Cell: 517.449.2084

We hereby propose to furnish materials and labor necessary for the completion of:

PAVING SERVICES TO INCLUDE (3,050 SF)

1. Finish grade for proper water flow
2. Furnish, install and compact an average thickness of 2" of 13A leveling course asphalt
3. Furnish, install and compact an average thickness of 2" of 13A wearing course asphalt

NOTE: City Of Portland to have jobsite ready in preparation for asphalt.

NOTE: Striping not included.

**NOTE: Unless prior written arrangements have been made, terms are 50% down, balance due upon completion.**

**NOTE: Superior Asphalt, Inc. is not responsible for damage to concrete caused by heavy equipment accessing job site.**

**NOTE: Due to the volatility of the petroleum industry, pricing is subject to change if work is not completed within 30 days of acceptance.**

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Total: 7,980.00**

Authorized  
Signature: \_\_\_\_\_

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: This proposal may be withdrawn by us if not accepted within 30 days. See Standard Conditions on reverse.

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

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

# PURCHASE ORDER

## CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO Santander Leasing LLC

SHIP TO \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
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5/22/17

QUANTITY	DESCRIPTION	PRICE	AMOUNT
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Ambulance lease payment

\$26,551.94

661-000-306.000

\$ 21,914.72

661-201-995.000

4,637.22

NOT FOR RESALE  FOR RESALE

TAX NUMBER \_\_\_\_\_

ORIGINAL

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES



Santander Leasing LLC  
 P. O. Box 14565  
 Reading PA 19612  
 1-800-238-4009  
 cevfc@santander.us

## INVOICE

City of Portland  
 Kristina Kinde  
 259 Kent St  
 Portland, MI 48875

Invoice Number: 1985936  
 Invoice Date: 05/22/2017  
 Payment Due Date: 07/05/2017

**Total Amount Due: \$26,551.94**

CONTRACT	INVOICE DESCRIPTION	DUE DATE	AMOUNT
004-0003414-000	PO# 1GB6GUCL7G1130563 Payment Due	07/05/2017	26,551.94
Please note that any change in your payment amount may be due to a change in the sales tax for your city, county and/or state		TOTAL LATE CHARGES	\$0.00
		TOTAL AMOUNT DUE	\$26,551.94

**To ensure proper credit, you must return this portion along with your check payable to:**

Santander Leasing LLC  
 P. O. Box 14565  
 Reading, PA 19612

Invoice Number: 1985936  
 Invoice Date: 05/22/2017  
 Payment Due Date: 07/05/2017

**Write Address Change Below:**

City of Portland  
 Kristina Kinde  
 259 Kent St  
 Portland, MI 48875

**Total Amount Due: \$26,551.94**

# PURCHASE ORDER

## CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO Portland Area Fire Authority

SHIP TO \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
4/27/17					
QUANTITY	DESCRIPTION			PRICE	AMOUNT
	Fire Services - 4 <sup>th</sup> Qtr Apr-June 2017				27,494.48
	101-101-804.336				

NOT FOR RESALE  FOR RESALE

TAX NUMBER \_\_\_\_\_



ORIGINAL



AUTHORIZED SIGNATURE \_\_\_\_\_

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES

**Portland Area Fire Authority**  
 773 E Grand River Ave  
 Portland, MI 48875

# Invoice

Invoice #: 31355  
 Invoice Date: 4/27/2017  
 Due Date: 4/27/2017  
 Project:  
 P.O. Number: 4th Qtr

**Bill To:**  
 City of Portland  
 259 Kent St.  
 Portland, MI 48875

Date	Description	Amount
4/27/2017	<p>4th Quarter Fire Services - April - June 2017</p> <p>Note the invoice is based on the existing fire budget as per the Fire Authority Agreement. The following is a breakdown based on the existing annual budget of \$276,257.00</p> <p>City of Portland - 39.81% = \$109,977.91 divided by 4 = (1 pmt -\$27,494.47 and 3 pmts-\$27,494.48)</p> <p>Portland Twp. - 36.10% = \$99,728.78 divided by 4 = (1 pmt \$24,932.21 and 3 pmts - \$24,932.19)</p> <p>Danby Twp. - 24.09% = \$66,550.31 divided by 4 = (1 pmt \$16,637.57 and 3 pmts - \$16,637.58)</p>	27,494.48

We appreciate your prompt payment.

<b>Total</b>	\$27,494.48
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$27,494.48

CITY OF PORTLAND  
BOARD AND COMMISSION  
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. This information is also available for public review.

Please print your responses

Date: 6/13/17

Name: GREG FOOTE

Address: 8684 RIVERBEND DR.

Telephone No. 647-6874

E-mail address GKFOOTE@56cglobel.net

Employer BTW AUTO SUPPLY

Telephone No. 647-4171

How long have you lived in the City of Portland? 48 yrs.

\*\*\*\*\*

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Education

HAVE BEEN ON THE PARKS & REC BOARD FOR  
MANY YEARS

Are you a high school graduate?

YES

College, University, or other school. State name and degree, certificate, etc., earned.

LCC ASSOCIATES DEGREE - MARKETING  
NORTHWOOD UNIVERSITY - BBA

Professional and work experience

BTW AUTO SUPPLY SINCE 1982

Community activities, interests, and service

NUMEROUS BOARDS

References (optional) Please provide name, address, and telephone number.

Nikki Miller

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**From:** noreply@civicplus.com  
**Sent:** Friday, June 09, 2017 10:45 AM  
**To:** cityclerk@portland-michigan.org  
**Subject:** Online Form Submittal: Board & Commission Application

## Board & Commission Application

Name	Michael Culp
Date	6/9/2017
Address	912 East Grand Ave, Suite 2
Phone	5176476265
Email	michaelculp@michaelculp.com
Employer	Michael Culp Agency Inc- State Farm
Employer Phone	5176476265
How long have you lived in the City of Portland?	16 years
Please mark your choice(s).	Planning Commission
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	I have been a sitting member of the Portland Planning Commission for the 2016-2017 service years and enjoy watching the city progress
Are you a high school graduate?	Yes
Are you a college graduate?	Yes
List name of the college or university you attended and the level of degree earned.	Georgia Institute of Technical - Finance Logistics Certificate Kennesaw State University- Bachelor Business Administration/Finance Kalamazoo Valley Community College- Associate Degree

List your professional and work experience.      Owner of the Michael Culp Insurance Agency Inc. (State Farm) in Portland (2000-present) Senior Financial Analyst- Colgate-Palmolive Company, Atlanta, GA (1998-2000) Senior Operations Analyst- Colgate Palmolive, Atlanta, GA. (1997-1998)

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List your community activities, interests and service.      Portland Planning Commission, Habitat for Humanity Volunteer

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References (optional)      *Field not completed.*

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File Attachment      *Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)

City Of Portland  
Water Department  
Monthly Water Report  
May 2017

Monthly Water Production

Well #4	2,047,000 Gallons
Well #5	0 Gallons
Well #6	8,606,000 Gallons
Well #7	4,000 Gallons

Daily Water Production

Well #4	66,032 Gallons
Well #5	0 Gallons
Well #6	277,613 Gallons
Well #7	129 Gallons

Daily Average Water Production for All Wells

343,774 Gallons

Total Water Production for the Month

10,657,000 Gallons

Total Water Production for the Previous Month

10,793,400 Gallons

Total Production decreased by

136,400 Gallons

Total Production for This Month from the Previous Year

9,934,000 Gallons

Total Production increased by

723,000 Gallons

Rodney D. Smith Jr.  
Water Technician

# IONIA COUNTY BOARD OF COMMISSIONERS

June 13, 2017 - 3:00 p.m.  
Commissioners' Meeting Room – Courthouse – 3<sup>rd</sup> Floor

## AGENDA

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Invocation**
- IV. **Approval of Agenda**
  - A. Consideration of additional items
- V. **Public Comment**

(3 minute time limit per speaker – please state name/organization)
- VI. **Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
- VII. **Unfinished Business**
  - A.
- VIII. **New Business**
  - A. Approval of L-4029, Millage Request Report
  - B. Special Education Millage Restoration Presentation – Jason Mellema, ISD Superintendent
  - C. Request to fill open full-time Corrections Officer Position
  - D. Sheriff Office Budget Amendment - Jail Training and Travel Expense
  - E. Amendment to Grant Agreement with Michigan Department of Health and Human Services
  - F. Request to amend 457 Deferred Compensation Plan
  - G. Request to fill Building & Grounds Administrative Clerk Position
  - H. Request to adopt Park Advisory Board Bylaws
  - I.
- IX. **Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. County Administrator

- X. Reports of Special or Ad Hoc Committees
- XI. Public Comment (3 minute time limit per speaker)
- XII. Closed Session
- XIII. Adjournment

**Board and/or Commission Vacancies**

- Board of Public Works – One three-year term expiring January 2018.
- Construction Board of Appeals – Two two-year terms, expiring October 2017. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term, expiring April 2018.
- West Michigan Regional Planning Commission – Two one-year terms, expiring December 2017.

**Appointments for consideration in the month of July 2017:** None

**Appointments for consideration in the month of August 2017:** None

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**  
**NOTICE OF HEARING**  
**FOR THE ELECTRIC CUSTOMERS OF**  
**CONSUMERS ENERGY COMPANY CASE**  
**NO. U-18392**

- Consumers Energy Company requests that the Michigan Public Service Commission review its application for approval of Amendment 2 of the Power Purchase Agreement with T.E.S. Filer City Station Limited Partnership.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, ~~(800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.~~
- A public hearing will be held:

**DATE/TIME:** **Tuesday, June 27, 2017 at 9:00 a.m.**  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge **Martin D. Snider**

**LOCATION:** Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) May 8, 2017 application, which seeks Commission's approval of Amendment No. 2 of Consumers Energy's Power Purchase Agreement with T.E.S. Filer City Station Limited Partnership and specifically find that the Commission approves recovery by Consumers Energy of the payments under the amended Power Purchase Agreement, as amended by Amendment No. 2, for the kilowatt hours delivered by T.E.S. Filer City Station Limited Partnership to Consumers Energy after the Converted Plant Initial Delivery Date for the purposes of Section 6j(13)(b) of 1982 PA 304 1982, 1987 PA 81, and all other applicable law.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 20, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY  
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY  
CONSUMERS ENERGY.]**