



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

7:00 P.M. Monday, August 1, 2016  
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> A. DDA/Main Street Director Perry – Monthly Report	
	<b>VII. <u>Public Hearing(s)</u> - None</b>	
	<b>VIII. <u>Old Business</u></b>	
7:15 PM	A. Proposed Resolution 16-57 Approving a Donation Agreement Between Archer Daniels Midland (ADM) and the City of Portland	Decision
7:18 PM	B. Proposed Resolution 16-58 Approving an Environmental Site Assessment Proposal from Fleis & VandenBrink Engineering	Decision
	<b>IX. <u>New Business</u></b>	
7:21 PM	A. Proposed Resolution 16-63 Approving Bill No. 2 to the Michigan Department of Transportation for Work Performed on the Kent Street Improvement Project	Decision
7:23 PM	B. Proposed Resolution 16-64 Approving Fleis & VandenBrink’s Proposal to Provide Bridge Inspection Services for 2016	Decision
7:25 PM	C. Proposed Resolution 16-65 A Resolution Appointing an Officer Delegate to Represent the City at the 2016 MERS Conference	Decision
7:27 PM	<b>X. <u>Consent Agenda</u></b>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting held on July 18, 2016	
	B. Payment of Invoices in the Amount of \$313,456.22 and Payroll in the Amount of \$150,943.08 for a Total of \$464,399.30	
	C. Purchase Orders over \$5,000	
	1. Portland Area Fire Authority in the Amount of \$27,494.47 for 1 <sup>st</sup> Quarter Fire Services	

**Estimated  
Time**

**Desired  
Outcome**

2. MML Liability and Property Pool in the Amount of \$81,233.00  
for Insurance Renewal Premium

**XI. Communications**–

- A. DDA Minutes from June 16, 2016
- B. Utility Billing Report for June 2016
- C. Ionia County Board of Commissioners Agenda for July 26,  
2016

7:30 PM

**XII. Other Business** - None

7:35 PM

**XIII. City Manager Comments**

7:40 PM

**XIV. Council Comments**

7:45 PM

**XV. Adjournment**

Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-57**

**A RESOLUTION APPROVING A DONATION AGREEMENT BETWEEN  
ARCHER DANIELS MIDLAND (ADM) AND THE CITY OF PORTLAND**

**WHEREAS**, in 2014 Archer Daniels Midland (ADM) demolished the silos that were situated on the west side of their property, located at 401 East Grand River Avenue and now proposes to donate this land to the City of Portland; and

**WHEREAS**, City staff has determined that it would be advantageous to the City to accept the property for potential development within the DDA; and

**WHEREAS**, the City Manager and Legal Counsel have reviewed the Donation Agreement, attached as Exhibit A, and recommend that City Council approve the agreement and directs City Manager to sign same.

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

1. The Portland City Council approves the Donation Agreement between ADM and the City of Portland (attached as Exhibit A) 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:** July 18, 2016

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

## DONATION AGREEMENT

THIS DONATION AGREEMENT (this "**Agreement**") is made as of the 1<sup>st</sup> day of August, 2016 (the "Effective Date"), by and between the City of Portland, a Michigan municipal corporation ("**Donee**"), and Archer-Daniels-Midland Company, a Delaware corporation ("**Donor**").

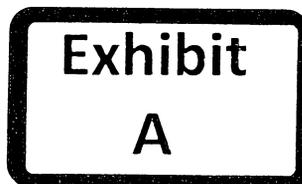
### WITNESSETH:

WHEREAS, Donor desires to donate to Donee that certain real estate situated in Portland, Michigan, as further identified by the cross hatched section of the graphic in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"), on the terms and conditions set forth herein; and

WHEREAS, Donee has agreed to accept the conveyance of the Property, as described below:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. In accordance with and subject to the terms and conditions of this Agreement, on the date of Closing (as hereinafter defined in Section 4), Donor agrees to donate to Donee, and Donee agrees to accept the conveyance from Donor of the Property. Donee acknowledges that the Property is part of a larger parcel of property. Donor shall, at its expense, have a survey of the Property conducted in order to obtain an exact legal description of the Property and to divide the Property from the larger parcel. The legal description from the survey shall govern this transaction. Donor, at its expense, shall have the survey recorded with Ionia County, Michigan. Donee shall provide reasonable assistance to Donor in getting the survey recorded and the Property split from the larger parcel.
2. Donor shall not be obligated to pay any costs or expenses whatsoever incurred by Donee or Donee's agents in connection with this donation, including, but not limited to, title insurance, survey fees, transfer taxes, and recording costs. Donor shall be obligated to pay any real estate taxes due and payable through Closing. Except as otherwise expressly provided in this Agreement, Donee and Donor shall pay their own respective costs and expenses incidental to this Agreement.
3. Donor shall transfer possession of the Property to Donee on the date of Closing.
4. The closing ("**Closing**") of the transaction contemplated herein shall be on or before the date five (5) business days after the end of the Inspection Period. The Closing shall take place at a location mutually agreed upon by Donee and Donor.
5. (a) Commencing on the Effective Date and continuing until 5:00 p.m. Eastern time on the sixtieth (60<sup>th</sup>) day after the Effective Date (the "**Inspection Period**"), Donee shall have the right during business hours (with reasonable advance notice to Donor) at Donee's sole cost risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Donee shall deem necessary or appropriate; provided, however, that in no event shall Donee conduct any physical testing, drilling, or, sampling on or through the surface of the Property including, without limitation, any invasive testing (collectively, "**Physical Testing**"), without Donor's prior written consent, which consent may not be unreasonably withheld. Donee may request Donor's written consent for an extension of the Inspection Period, which consent may not be unreasonably withheld if related to necessary delays in Donee's receipt of Physical Testing reports, tests or studies relating to the Property.  
  
(b) If Donee desires to conduct any Physical Testing of the Property, then Donee shall submit to Donor, for Donor's approval (which approval may not be unreasonably withheld), a written description of the scope and extent of the proposed Physical Testing. In no event shall Donor be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property, including without limitation any environmental remediation recommended by any Physical Testing.  
  
(c) Prior to Donee or its agents entering the Property for any purpose, Donee directly or by any through its agents, shall obtain and evidence to Donor commercially reasonable insurance coverage including general liability insurance and professional errors and omissions liability insurance.



(d) Donee, its agents and contractors shall: (i) not damage any part of the Property; (ii) not injure or otherwise cause bodily harm to Donor, its agents, contractors or employees; (iii) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (iv) not permit any liens to attach to the Property by reason of the exercise of its rights under this Agreement or otherwise; (v) restore the surface of the Property to the condition in which the same was found before any such inspection or tests were undertaken; and (vi) not reveal or disclose any information obtained during the Inspection Period concerning the Property to anyone outside Donee's organization except as expressly and affirmatively required by law.

(e) Donee shall, at its sole expense, comply with all applicable law in conducting its inspection of the Property.

(f) Donee shall hold the Donor harmless from and against any and all claims, demands losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees and costs) that may arise out of or are in any way connected with Donee's entry into the Property.

(g) The provisions of Paragraph 5 shall survive Closing or the termination of this Agreement.

(h) Donee hereby acknowledges that it has been provided, prior to the expiration of the Inspection Period, a complete and adequate opportunity to make such legal, factual and other determinations, analyses, inquiries and investigations as Donee deems necessary or appropriate in connection with the acquisition of the Property including "all appropriate inquiry" as provided for pursuant to law. Donee is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Donor or of any representative of Donor with respect to accepting donation of the Property.

(i) If Donee is not satisfied with its inspections and tests of the Property solely relating to the geotechnical or environmental conditions of the Property, Donee shall have the right to terminate this Agreement by written notice delivered to Donor at any time prior to the expiration of the Inspection Period, in which event this Agreement shall terminate.

(j) As additional consideration for the transaction contemplated in this Agreement, Donee agrees that it will provide to Donor, within five (5) days after written request, copies of any and all final reports, tests or studies relating to the Property, including but not limited to those involving environmental matters, and produced by or for Donee.

o. (a) On the date of Closing, Donor shall execute and deliver to Donee a warranty deed, transferring and conveying to Donee all of Donor's right, title and interest in the Property, subject to the restrictions on use described below, the lien of general real estate taxes which are not yet due and payable, and easements, restrictions, conditions, reservations, encroachments and other matters of fact or record which do not interfere with the existing use of the Property and except any liens or encumbrances which may be removed by the payment of money (which Donor shall remove at its cost on or before the date of Closing), which deed shall be in a recordable form satisfactory to Donor and Donee.

(b) On the date of Closing, Donee and Donor shall execute and deliver to one another any other documents reasonably requested by either Donor or Donee to carry out the transaction contemplated by this Agreement including, but not limited to, commercially reasonable documentation necessary for Donee to obtain title insurance for the Property.

(c) Donor agrees that it shall remain liable for the payment of all real property taxes relating to Donor's ownership of the Property up to and including the date of Closing when such taxes become due and payable. The real property taxes due in relation to the Property for the year in which the Closing occurs includes taxes due for the period after the date of Closing, for which Donor shall pay to Donee, Donor's prorated share of such taxes through the day of Closing.

(d) Donor agrees to maintain the Property between the Effective Date and the Closing Date in a commercially reasonable manner consistent with both its past practice and the commercially reasonable practices of other owners of similar properties.

(e) The Property shall only be used for municipal purposes and not for any residential or commercial purpose. A restriction on use shall be placed on the Deed and run with the Property. The parties agree that the restriction on use is reasonable given the nature of the transaction and was an inducement for Donor to consummate the transaction contemplated herein.

7. Donor represents and warrants that Donor is a for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and Donor is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

8. Donee represents and warrants that: (a) Donee is a municipal corporation of the State of Michigan; (b) Donee, acting through its duly empowered and authorized officials, has all necessary power and authority to own and use its properties and has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Donee herein, and to perform its obligations hereunder (c) Donee shall make "all appropriate inquiry" as described in Paragraph 5 above, and to the extent appropriate, determine if the Property should be evaluated and subject to regulatory closure under the State of Michigan's Baseline Environmental Assessment program; and (d) Donee is duly authorized to execute and deliver, acting through its duly empowered and authorized officers, and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

9. Each of Donor and Donee represents and warrants to the other that it has not dealt with any broker, finder or other person in connection with the donation or negotiation of the donation of the Property in any manner that might give rise to any claim for a commission.

10. The obligations of Donor to consummate the transaction provided for in this Agreement shall be subject to the performance by Donee of all of Donee's covenants, obligations and agreements under this Agreement.

11. "AS-IS" DONATION. EXCEPT AS OTHERWISE PROVIDED HEREIN, DONEE AGREES THAT PRIOR TO CLOSING DONEE WILL HAVE BEEN AFFORDED THE OPPORTUNITY TO FULLY AND COMPLETELY EXAMINE, INSPECT, TEST, INVESTIGATE AND PERFORM "ALL APPROPRIATE INQUIRY" OF THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT DONEE IS ACQUIRING THE PROPERTY "AS IS" AND "WHERE IS", WITH ANY AND ALL FAULTS AND THAT DONOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY OR IMPROVEMENTS THEREON, OR ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY OR THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE), WHICH MIGHT BE PERTINENT IN CONSIDERING THE TRANSFER OF THE PROPERTY, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, DONEE DOES HEREBY ACKNOWLEDGE THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE. DONOR SHALL NOT BE LIABLE FOR ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, PROMISES, STATEMENTS OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY BROKER, OR ANY REAL ESTATE AGENT, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT DONOR.

12. Donee agrees that:

(a) After the Closing, Donee shall be solely responsible and liable for the Property and compliance with all environmental laws at the Property regardless of when arising.

(b) Donee, to the extent allowed for by law, shall protect, indemnify, defend and hold Donor harmless from and against any and all claims, liabilities, losses, damages, judgments, suits, expenses and costs arising out of or attributable to the Property and any and all environmental conditions, whether known or unknown, associated with the Property.

(c) Donee, for itself and its successors and assigns, expressly waives any and all rights against Donor pertaining to any environmental liability or pursuant to any environmental law.

13. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. Donee may not assign its rights and interests hereunder.

14. This Agreement shall be construed and interpreted according to the laws of the State of Michigan. Time is of the essence with respect to each and every provision of this Agreement.

15. This Agreement, together with all the Exhibits, if any, attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

16. All provisions of this Agreement shall be construed in a manner consistent with Donor claiming a charitable contribution, for tax purposes, with respect to the conveyance of the Property to Donee. Donee agrees, upon request of Donor, to execute and deliver such further documents, instruments and the like as Donor may from time to time reasonably require to further the intent and purpose of this Agreement. These provisions shall survive the Closing of the transactions described in this Agreement.

**Archer-Daniels-Midland Company**

**City of Portland, Michigan**

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**Its Representative**

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**Its Representative**

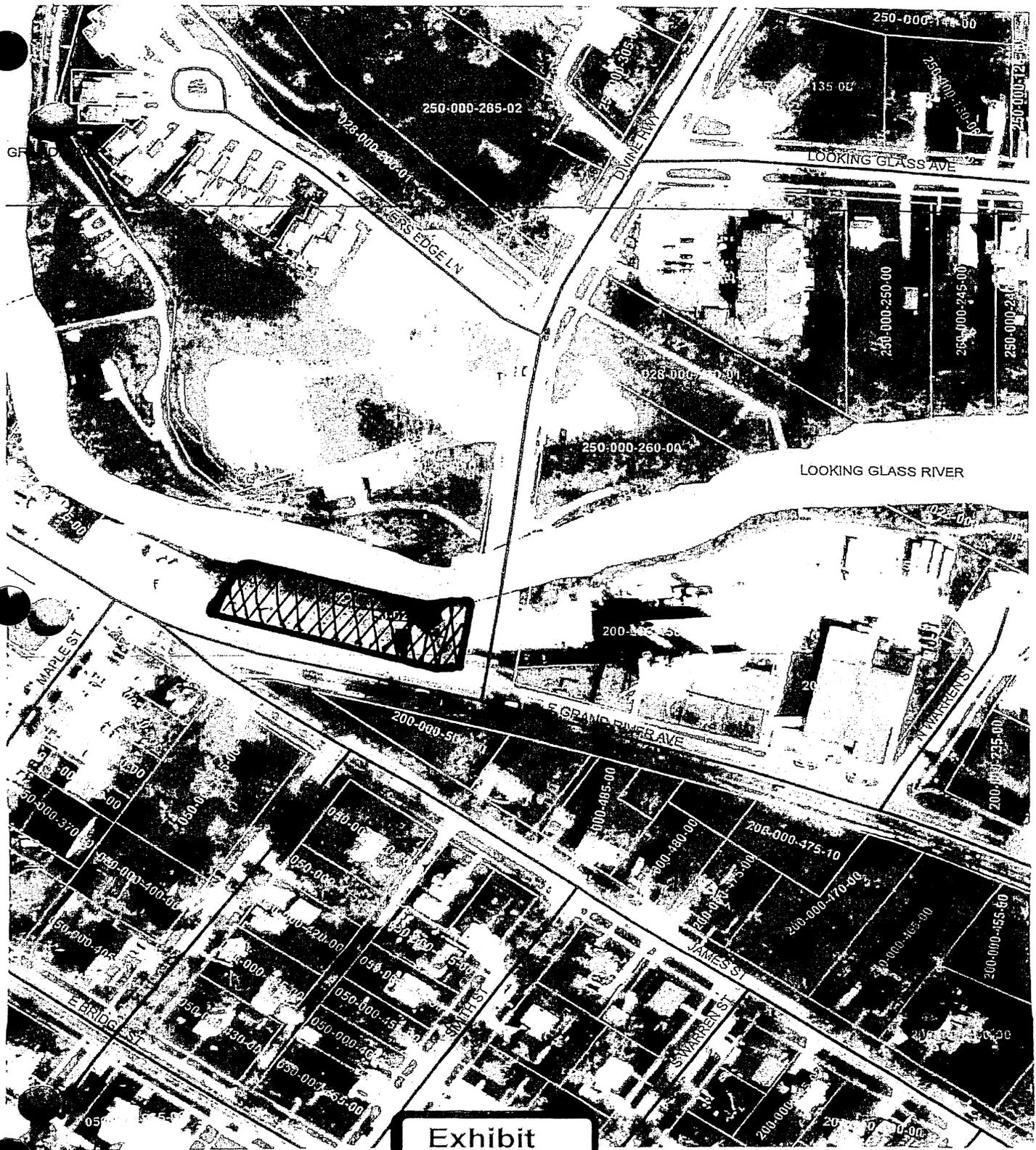


Exhibit  
A

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-58**

**A RESOLUTION APPROVING AN ENVIRONMENTAL SITE ASSESSMENT  
PROPOSAL FROM FLEIS AND VANDENBRINK ENGINEERING**

**WHEREAS**, in 2014 Archer Daniels Midland (ADM) demolished the silos that were situated on the west side of their property, located at 401 East Grand River Avenue and now proposes to donate this land (a map of this property is attached as Exhibit A) to the City of Portland; and

**WHEREAS**, City staff has consulted with City Engineers and determined that prior to further consideration of accepting this property, an environmental study must be conducted to accurately assess the property; and

**WHEREAS**, Fleis and VandenBrink has proposed to perform a new or updated Phase I Environmental Site Assessment (ESA) and a Phase II ESA on this property for the sum of \$9,500.00, a copy of this proposal is attached as Exhibit B.

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

1. The Portland City Council approves the proposal from Fleis and VandenBrink Engineering (attached as Exhibit B) to perform a new or updated Phase I ESA and a Phase II ESA on this property for the sum of \$9,500.00.
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:** July 18, 2016

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



Exhibit  
A



June 8, 2016

Mr. S. Tutt Gorman  
City of Portland  
259 Kent Street  
Portland, MI 48875

**RE: Proposal for Environmental Due Diligence Services  
ADM Property, City of Portland, Ionia County, Michigan**

Dear Tutt:

Fleis & VandenBrink Engineering, Inc. (F&V) appreciates the opportunity to submit a proposal to provide you with environmental due diligence services to for the referenced location (Property). The following outlines our understanding of the project, Scope of Services and budget.

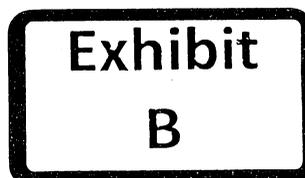
#### **STATEMENT OF UNDERSTANDING**

F&V conducted a Phase I Environmental Site Assessment (ESA) of the referenced Property in October 2014. An ASTM Standard Phase I ESA report has a shelf life of 6-months and it will need to be updated to current site conditions. Findings reported in the 2014 Phase I ESA Report included the following Recognized Environmental Conditions (RECs):

1. Historical crude oil tank and gravity feed line into the grain mill.
2. Historical coal storage on site.
3. Reported historical USTs on SE corner of Maple and East Grand River (former filling station and auto storage).
4. Reported properties with Baseline Environmental Assessments (BEA) that have potential to impact site.
5. Reported properties with historical auto stations that have potential to impact site.

Given the RECs identified in 2014, we understand that you are requesting F&V complete a Phase II assessment to investigate for the presence of contamination at the Property. The intent of the work is to determine what hazardous substance concentrations, if any, in collected samples exceed Michigan Department of Environmental Quality (MDEQ) Part 201 Generic Residential Cleanup Criteria (GRCC). If hazardous substances are present at concentrations above Part 201 GRCC, the Property would be classified as a Facility, or a site of contamination, as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act (NREPA), PA 451, 1994 as amended.

We are not anticipating any significant changes at the Property since 2014, however, if there are additional RECs identified in the 2016 Phase I ESA Update the scope of the proposed Phase II ESA may need to be modified.



2960 Lucerne Drive SE, Suite 100  
Grand Rapids, MI 49546  
P: 616.977.1000  
F: 616.977.1005  
[www.fveng.com](http://www.fveng.com)

Based on our Statement of Understanding, we have prepared the following Scope of Services.

## **SCOPE OF SERVICES**

F&V proposes to conduct a Phase I ESA update and a Phase II ESA to evaluate the current environmental conditions on the Property.

### **Phase I ESA Update**

F&V proposes to update the Phase I ESA by performing a site reconnaissance, reviewing available databases and other sources and preparing a Phase I ESA Update report in accordance with ASTM E1525-13. An electronic copy of the Phase I ESA Report will be provided upon completion for your review.

We will initiate work upon your authorization and estimate that it will take approximately 2 weeks to complete the update. An electronic copy of the Phase I ESA Update report will be provided to you upon completion.

### **Phase II ESA**

F&V proposes to conduct a Phase II ESA to further evaluate identified RECS at the Property. The following scope of work is based on the RECs identified in the 2014 Phase I ESA. If additional RECs are identified in the 2016 Phase I ESA update the scope of services may need to be modified. We would discuss any proposed modifications with you in advance of conducting any work.

F&V proposes to install five (5) test borings (TB) using Geoprobe direct-push technology. The borings will be designated TB-1 and numerically increase with each additional boring. The test borings are proposed to be installed to a depth approximately 5 feet below the water table surface (estimated to be approximately 10 feet below the ground surface (bgs)). The water table will be identified by the observation of saturated soils in the sampling liners.

Three of the sampling locations will be placed to evaluate on-site RECs. Two of the sampling locations will be located to evaluate the off-site RECs.

The soils will be field screened for the presence of volatile organic compounds (VOCs) using a photoionization detector (PID). At the three borings installed to evaluate the on-site RECs, one soil sample will be collected from each boring at the interval corresponding to the highest PID reading in the soils or where visual evidence indicates the greatest potential for contamination. Soil samples are not proposed to be collected from the two borings installed to evaluate the offsite RECs.

At each test boring location, a 1-inch-diameter polyvinyl chloride (PVC) temporary well equipped with a 5-foot-long PVC well screen will be installed so the well screen bisects the water table interface. The wells will be designated TMW-1 and numerically increase with each additional well. A groundwater sample will be collected from each temporary well using low flow sampling methods.

Sample preservation will be used to prevent or retard the degradation or modification of chemical compounds during transit and storage prior to laboratory extraction and analysis. Sample preservatives will be based on the type of sample and required analyses. Samples will be held on ice in an insulated cooler during the collection process. The samples will be submitted to TriMatrix Laboratories for analysis. The samples will be analyzed for volatile organic compounds (Method 8260B plus scan), polynuclear aromatic hydrocarbons (Method 8270C), and Michigan 10 Metals. One field blank for VOCs of the methanol preservative will be collected.

Upon completion of site assessment activities, borings and/or temporary monitoring wells will be properly plugged and abandoned in accordance with MDEQ guidance. A Phase II ESA Report will be prepared that will include, but not be limited to a description of the investigative methods, a scaled site map illustrating sampling locations, boring logs, laboratory analytical data reports, a comparison of the analytical data results to applicable Part 201 GRCC, findings and conclusions.

## Schedule

We will initiate work upon your authorization to proceed. We estimate that it will take approximately 2 to 4 weeks to schedule the drilling and conduct the Phase II ESA field work. The laboratory will report the findings of their analyses within 10 work days from sample receipt. An electronic copy of the Phase II ESA report will be provided within one week of receiving the laboratory results.

## Fee

F&V proposes to complete the above services for a total estimated fee of \$9,500 as summarized below. Professional fees will be invoiced as a lump sum for the defined work. Actual contractor charges and reimbursable expenses (GeoProbe, sampling equipment, supplies, mileage and laboratory analysis) will be invoiced per the terms of our existing agreement.

\$1,100	Phase I ESA Update Professional Fees (lump sum)
\$3,550	Phase II ESA Professional Fees, including fieldwork and reporting (lump sum)
\$2,200	Geoprobe (subcontracted)
\$2,650	Laboratory Fees, Sampling Supplies and Reimbursable Expenses

The following assumptions have been made in deriving the above Phase II ESA fees:

- Two week turn-around time for receipt of laboratory sample analyses
- One field day for the Geoprobe subsurface investigation

If the property is found to meet the MDEQ criteria of a contaminated site, the City should budget \$2,500 to complete a Baseline Environmental Assessment and a Due Care Plan.

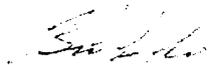
During the completion of an assessment, unknown conditions may occasionally arise that require additional effort over and above the defined scope of services. F&V will notify you if a change in the scope of services is required to complete the project. Additional services will not be performed without prior client approval of any amended scope and fee.

F&V's professional services and subcontractor fees would be invoiced monthly. Work would be completed under the terms and conditions of our existing Professional Services Agreement. We can begin upon your authorizing the work by signing the last page of this letter and returning it to F&V (attention Ms. Lori Erskin) at [lerskin@fveng.com](mailto:l erskin@fveng.com) or via fax 616.977.1005. This proposal is valid for 90 days.

Once again, thank you for this opportunity, and we look forward to working with you on this project. If you need any other information regarding this proposal or any F&V services, please contact me at 800.494.5202 or [brice@fveng.com](mailto:brice@fveng.com).

Sincerely,

FLEIS & VANDENBRINK



Brian L. Rice, P.E.  
Manager, Environmental Services Group

cc: K. Beck, F&V

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-63**

**A RESOLUTION APPROVING BILL NO. 2 TO THE MICHIGAN DEPARTMENT OF  
TRANSPORTATION FOR WORK PERFORMED ON THE KENT STREET  
IMPROVEMENT PROJECT**

**WHEREAS**, the Kent Street Improvement Project is administered through the Michigan Department of Transportation (MDOT) because the project will be partially funded by federal funds; and

**WHEREAS**, through MDOT's bid letting process, the City awarded a contract in the amount of \$807,755.45 to CL Trucking & Excavating, LLC to make certain improvements to Kent Street; and

**WHEREAS**, MDOT has submitted Bill No. 2 requesting a progress payment in the amount of \$122,134.06 for work performed, a copy of Bill No. 2 is attached as Exhibit A; and

**WHEREAS**, the City Engineer on this Project has reviewed Bill No. 2 and is recommending the City Council approve payment in the amount of \$122,134.06, a copy of the engineer's letter is attached as Exhibit B.

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

1. The City Council approves the City Engineer's recommendation to approve Bill No. 2 and authorizes payment in the amount of \$122,134.06 to the Michigan Department of Transportation, a copy of the engineer's letter is attached as Exhibit B.
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:** August 2, 2016

Monique I. Miller, City Clerk



MICHIGAN DEPARTMENT OF TRANSPORTATION  
Financial Operations  
LOCAL PROGRESS BILLINGS  
INVOICE

PORTLAND, CITY OF  
259 KENT ST  
PORTLAND, MI 48875-1495

<b>Invoice Number:</b>	<b>591-479352</b>
Customer Id:	70111
Invoice Date:	July 15, 2016
<b>Total Due:</b>	<b>\$122,134.06</b>

PORTLAND, CITY OF  
259 KENT ST  
PORTLAND, MI 48875-1495

MDOT Fed Id: 38-6000134 LOCAL PROGRESS BILLINGS  
(517) 373-0416

PO Number  
126247A

Invoice Item	Qty	Unit Cost	Sales Tax	Total Cost
JOB# 126247A ITEM# HK0575	1.00	\$122,134.06	\$0.00	\$122,134.06

PAYMENT DUE AS SPECIFIED IN THE SIGNED AGREEMENT

Total Invoice: **\$122,134.06**

Payment Due: August 14, 2016

REMIT PAYMENT TO: **STATE OF MICHIGAN**  
TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:  
ATTENTION: FINANCE CASHIER  
PO BOX 30648

LANSING, MI 48909

(Please note or make any address corrections below.)

PORTLAND, CITY OF  
259 KENT ST  
PORTLAND, MI 48875-1495

<b>INVOICE NUMBER</b> <b>591-479352</b> FIN AP
------------------------------------------------------

PO Number  
126247A

Total Due: **\$122,134.06**



# FLEIS & VANDENBRINK

DESIGN. BUILD. OPERATE.

July 26, 2016

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

**Project: Kent Street Improvements – MDOT Local Agency Project No. 126247A**

Dear Mr. Gorman:

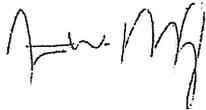
Attached is a copy of MDOT's Description Report from MDOT. The invoice includes \$106,380.20 related to sanitary sewer work and \$15,753.86 in general/road construction.

Based on our knowledge of the work completed on the project, and the methods used by MDOT to calculate the bill amount, we recommend that the City pay MDOT's Bill #2 in the amount of \$122,134.06.

If there are any questions, please call.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P.E.  
Project Manager

**Exhibit**  
**B**

2960 Lucerne Drive SE  
Grand Rapids, MI 49548  
P: 616.977.1000  
F: 616.977.1005  
[www.fveng.com](http://www.fveng.com)

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-64**

**A RESOLUTION APPROVING FLEIS & VANDENBRINK'S PROPOSAL TO PROVIDE BRIDGE INSPECTION SERVICES FOR 2016**

**WHEREAS**, the Michigan Department of Transportation (MDOT) requires that all bridge structures eligible for federal funds be inspected at least once every two years; and

**WHEREAS**, the Grand River Avenue and Bridge Street bridges were last inspected in August of 2014 and the Divine Highway Bridge in August of 2015 and are due to be re-inspected; and

**WHEREAS**, federal regulations require a special fracture critical inspection be done on all bridges with fracture critical members at least with the same frequency as the routine inspections (currently once every two years) in an effort to prevent a catastrophic failure of the bridge like the I-35W Mississippi River bridge collapse in Minneapolis; and

**WHEREAS**, the Bridge Street Bridge is a historic steel truss bridge with fracture critical members (steel members in tensions whose failure would likely cause a collapse) that requires a special hands-on inspection that will require the bridge to be closed to traffic during the inspection; and

**WHEREAS**, Fleis & VandenBrink has provided a proposal to do the routine bridge inspections for all three bridges and the fracture critical inspection for \$3,100.00, a copy of the proposal is attached as Exhibit A.

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

1. The City Council approves Fleis & VandenBrink's proposal to do the routine bridge inspections for all three bridges and the fracture critical inspection for \$3,100.00, 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:** August 2, 2016

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



July 8, 2016

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

**RE: 2016 Bridge Inspection Services**

Dear Tutt:

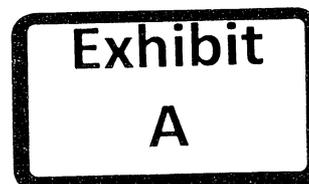
As you may be aware, the Michigan Department of Transportation requires that all bridge structures eligible for federal funds be inspected at least biennially in accordance with the National Bridge Inspection Standards.

Because we last inspected the Grand River Avenue and Bridge Street bridges in August of 2014 and the Divine Highway bridge in August of 2015, they are soon due for inspection. We propose the following work plan and budget to complete the inspection work.

**WORK PLAN**

**Routine Bridge Inspections**

- Review the existing bridge files for the structures.
- Conduct a routine field inspection of each structure. During the inspection we will assess the physical condition of the various components of the structure and make maintenance recommendations. Inspection of underwater components shall be done visually, by wading and probing.
- Provide condition ratings for bridge components in accordance with National Bridge Inspection Standards (NBIS), the AASHTO Manual for Condition Evaluation of Bridges and the Michigan Bridge Analysis Guide.
- Identify and provide recommendations for additional inspection or analysis (load rating, underwater inspection, scour analysis, etc.).
- Review the inspection frequency with the Bridge Inspection Frequency Guidelines and notify the City of recommended revisions.
- Prepare and submit the required inspection forms. These forms will be submitted electronically in accordance with current procedures.
- Prepare a bridge inspection report. The report will consist of a letter with report forms, photographs and recommendations for further inspection and/or maintenance, and quality control plan.



2960 Lucerne Drive S  
Grand Rapids, MI 4954  
P: 616.977.100  
F: 616.977.1005  
www.fveng.com

### Fracture Critical Inspection

The Bridge Street Bridge has fracture critical members (steel members in tension whose failure would likely cause a portion of or the entire bridge to collapse), and federal regulations require a special fracture critical inspection cycle with at least the same frequency as the routine inspections (currently 24 months). The fracture critical inspection will include the following:

- Review the schematic plan originally developed in conjunction with the 2012 inspection.
- Perform a "hands on" inspection of fracture critical members (within arm's length) incorporating access and safety equipment as well as signage for traffic. Similar to in prior years, we have assumed the City will be providing traffic control to close the bridge and the work will be done in August to avoid impacting school traffic.
- Key the results of the inspection to the structure plans.
- Prepare follow-up procedures as applicable (non-destructive evaluation, analysis, retrofits/repairs, etc.).
- Input the inspection data into MIBRIDGE.
- Prepare a fracture critical inspection report incorporating photographs, inspection reports, plans and follow-up procedures.

### Engineering Budget

We propose to complete the above work for the following fees:

<i>Task</i>	<i>Fee</i>
Routine Bridge Inspection (3 structures)	\$1,700
Fracture Critical Inspection – Bridge Street over the Grand River	<u>\$1,400</u>
<b>Total Fee</b>	<b>\$3,100</b>

Approval to proceed with the inspection work under our existing Professional Services Agreement can be given by returning a copy of this proposal signed where indicated. Please feel free to contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK

  
Jonathan W. Moxey, P/E.  
Project Manager

### AUTHORIZATION TO PROCEED WITH 2016 ROUTINE BRIDGE INSPECTION SERVICES

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

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

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-65**

**A RESOLUTION APPOINTING AN OFFICER DELEGATE TO REPRESENT  
THE CITY AT THE 2016 MERS CONFERENCE**

**WHEREAS**, each participating municipality may send an employee delegate and officer delegate to the annual Municipal Employee Retirement System (MERS) conference; and

**WHEREAS**, the employee delegate is selected by ballots cast by employees and the officer delegate is appointed by the governing body; and

**WHEREAS**, the City Manager recommends that the Council appoint the Deputy City Treasurer, Mindy Tolan as the City's Officer Delegate for the MERS conference, September 28-29, 2016, at the Grand Traverse Resort in Acme, Michigan.

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

1. The Portland City Council approves the City Manager's recommendation and appoints the Deputy City Treasurer, Mindy Tolan, as the City's officer delegate for the 2016 Municipal Employee Retirement System (MERS) conference.
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:** August 2, 2016

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

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, July 18, 2016

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; DDA/Main Street Director Perry; Police Chief Kirk; Eric Proctor

Guests: Kathy Parsons; Walt Downes, Candidate for Ionia County Prosecutor

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

Motion by VanSlambrouck, supported by Baldyga, to approve the Proposed Agenda as presented.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Under Public Comment, Walt Downes, candidate for Ionia County Prosecuting Attorney, introduced himself and stated that he is seeking election at the August 2, 2016 Primary Election. He provided his background and qualifications for the position.

Under City Manager Report, City Manager Gorman provided an update on the Kent Street Improvement Project. The project is on schedule and is going well.

Construction of the road in Rindlehaven has been completed and engineers for the City confirm the road meets City standards. City staff will also be verifying the road meets the City standards. When the City takes over maintenance of the road it will mark the completion of Phase I of the Rindlehaven development. Mayberry Homes is considering the development of Phase II of the plan.

Field work on the PASER study has been completed by City staff and has been turned over to Fleis & VandenBrink for analysis and completion of the final report.

City Manager Gorman further reported that another developer is interested in a possible development on the property owned by the City at Cutler Rd. and Grand River Ave. Fleis & VandenBrink is preparing an estimate of the cost of completion of infrastructure; the road through the property and eliminating curb cuts.

The contractor for The WODA Group has received the Notice to Proceed on the Old School Manor project so construction has fully commenced. They are planning a ribbon cutting ceremony late spring/early summer of 2017.

The owner of the Muffler Man property on Grand River Ave. is in the planning stages of redevelopment of that property which will potentially include the expansion of the building footprint and extensive remodeling.

Under New Business, City Manager Gorman stated that he had contact from the legal counsel of Archer Daniels Midland (ADM) today and they would like to further discuss the terms of the agreement proposed with Resolution 16-57. Therefore, City Manager Gorman suggested that Resolution 16-57 and Resolution 16-58 for the Environment Site Assessment of the same property be tabled at this time.

Motion by Fitzsimmons, supported by Baldyga, to table Resolution 16-57 to approve a Donation Agreement between ADM and the City of Portland.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Motion by Baldyga, supported by VanSlambrouck, to table Resolution 16-58 to approve an Environmental Site Assessment proposal from Fleis & VandenBrink Engineering.

Yeas: Baldyga, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 16-59 to approve the Board of Light and Power's recommendation to terminate the Portland Community Arts Council's lease of one of two buildings owned by the Board of Light and Power at the municipal dam property and demolish it. The Portland Community Arts Council substantially repaired one of two buildings, however, the other building that is closest to Lyons Road has fallen into disrepair. At its regular meeting on June 21, 2016 the Board of Light and Power recommended the City Council approve the termination of the lease on hydro-house #1 and add demolition work to Cook Brothers Excavating existing work in the amount of \$7,270.00.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 16-59 approving the Board of Light and Power's recommendation to terminate the lease of the Portland Community Arts Council of the building that has fallen into disrepair located at the Dam and demolish the building.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 16-60 to direct the City Manager to sign a Biosolids Management Services Agreement with Synagro Central, LLC. The City previously entered into a Biosolids Management Services Agreement for a term of five years with Synagro Central, LLC on July 1, 2009. Both the City Manager and Wastewater Treatment Plant Superintendent Sherman have reviewed the agreement and recommend its approval by the City Council.

Motion by Baldyga, supported by Johnston, to approve Resolution 16-60 approving, authorizing, and directing the City Manager to sign a Biosolids Management Services Agreement with Synagro Central, LLC.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 16-61 a Resolution of Intent to sell surplus property owned by the City at 628 Canal St. that was acquired through tax reversion.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 16-61 a Resolution of Intent to sell surplus real property owned by the City.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 16-62 to confirm the Mayor's appointments to City Boards and Commissions.

Mayor Barnes read over the names of those being considered for appointments.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 16-62 to confirm the Mayor's appointments to City Boards and Commissions.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Adopted

Motion by Baldyga, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on July 5, 2016, payment of invoices in the amount of \$82,688.55 and payroll in the amount of \$104,685.10 for a total of \$187,373.65. Purchase orders to Resco in the amount of \$7,650.00 for Kerite wire, Fleis & VandenBrink in the amount of \$13,976.95 for engineering services on the Kent Street Improvement Project, and Utility Service Co. in the amount of \$19,888.02 for quarterly service on the water tower tanks were also included.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman thanked Parks, Recreation and Cemetery Director Brown for having his crew power wash and clean the City Hall building, he has been doing a great job in his position.

City Manager Gorman further extended his support to our local police officers.

There were no Council Comments.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 7:23 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

**City of Portland**  
**Synopsis of the Minutes of the July 5, 2016 City Council Meeting**

The City Council meeting was called to order by Mayor Barnes at 7:00 P.M.

**Present** – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga, and Johnston; City Manager Gorman; City Clerk Miller; DDA/Main Street Director Perry; Police Chief Kirk; Eric Proctor

**Public Comment** - Walt Downes, candidate for Ionia County Prosecuting Attorney, introduced himself and stated that he is seeking election at the August 2, 2016 Primary Election.

**Table Resolution 16-57** to approve a Donation Agreement between ADM and the City of Portland.

All in favor. Adopted.

**Table Resolution 16-58** to approve an Environmental Site Assessment proposal from Fleis & VandenBrink Engineering.

All in favor. Adopted.

**Approval of Resolution 16-59** approving the Board of Light and Power's recommendation to terminate the lease of the Portland Community Arts Council of the building that has fallen into disrepair located at the Dam and demolish the building.

All in favor. Adopted.

**Approval of Resolution 16-60** approving, authorizing, and directing the City Manager to sign a Biosolids Management Services Agreement with Synagro Central, LLC.

All in favor. Adopted.

**Approval of Resolution 16-61** a Resolution of Intent to sell surplus real property owned by the City.

All in favor. Adopted.

**Approval of Resolution 16-62** to confirm the Mayor's appointments to City Boards and Commissions.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:23 P.M.**

All in favor. Adopted.

A copy of the approved Minutes is available upon request at City Hall, 259 Kent Street.

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AT&T	00686	TELEPHONE SVC - WASTE WTR	103.63
AT&T	00686	TELEPHONE SVC - WASTE WATER	31.83
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	1,340.94
CONSUMERS ENERGY	00095	GAS SERVICES - VARIOUS DEPTS	600.95
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	85.00
AUTOMATED BUSINESS EQUIPMENT	00027	SERVICE ON FORMAX MACHINE (COOLATE BELTS) - GE	417.50
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMBULANCE	454.10
BUSINESS CARD	02075	BUS FOR MAYOR EXCHANGE, PET WASTE STATIONS-COM	1,926.99
BUSINESS CARD	02075	PLAYGROUND SAFETY, MRPA MEMBERSHIP, CONSTANT C	880.00
CLARK HILL PLC	01422	LEGAL SERVICES - GEN, CODE, ECON DEV, AMB	1,782.00
DAN'S BIKE SHOP	MISC	HEADLIGHT, TAIL LIGHT - POLICE	74.98
CULLIGAN	02130	WATER - POLICE	17.50
FAMILY FARM & HOME	01972	INFRARED THERMOMETER - POLICE	14.97
FAMILY FARM & HOME	01972	SPARY, WASHERS - PARKS	49.81
FAMILY FARM & HOME	01972	BLEECHER SUPPLIES - PARKS	42.23
FORESIGHT GROUP	MISC	SERVICE AREA MAPS - AMBULANCE	49.20
S. TUTT GORMAN	02311	CELL PHONE REIMB - CITY MANAGER	60.00
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE -CEMETERY, PARKS, MTR POOL	374.26
GRANGER CONTAINER SERVICE	00175	REFUSE - REFUSE	7,730.70
GREAT LAKES COATINGS	00178	PALLETS CRACK SEALER - MAJ STS, LOC STS	2,494.30
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	9,000.00
JOHN DEERE FINANCIAL	01818	PARTS, SUPPLIES, SERVICE - CEM, PARKS, ELECTRI	1,551.80
JOHN DEERE FINANCIAL	01818	PARTS, SUPPLIES, SERVICE - CEMETERY, PARKS	119.72
KATHY'S CLEANING	01684	CLEANING SERVICES - CITY HALL	900.00
KENDALL ELECTRIC	00225	CONDUITS ST LIGHTS - ELECTRIC	157.61
KENDALL ELECTRIC	00225	RIVERTRAIL LIGHTS - PARKS	354.38
KEUSCH SUPER SERVICE	00228	LUBE OIL FILTER UNIT 411 - ELECTRIC	79.65
KEUSCH SUPER SERVICE	00228	PROPANE FILL - MTR POOL	158.00
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - CEM, PARKS	22.50

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
DAVID KIRK	02402	CELL PHONE REIMB - POLICE	60.00
LANSING UNIFORM COMPANY	00962	NAME TAGS - POLICE	27.00
MED-TECH RESOURCE, INC.	00257	EMS SUPPLIES - AMBULANCE	418.20
MED-TECH RESOURCE, INC.	00257	EMS SUPPLIES - AMBULANCE	85.00
MED-TECH RESOURCE, INC.	00257	EMS SUPPLIES - AMBULANCE	71.99
MENARDS	00260	PAINT FOR BLEACHERS, WATER - CEM, PARKS	163.74
MENARDS	00260	WOOD - ELECTRIC	53.33
MENARDS	00260	TRASH CAN, WATER, PAINT - CEMETERY, PARKS	332.64
MENARDS	00260	BLEACHER SPRAY PAINT - CEMETERY, WATER	117.62
MICHIGAN CRITICAL POWER	02414	HOOK UP GENERATOR - WASTE WTR	16,932.00
MICHIGAN LAW ENFORCEMENT TRAINING	02415	OFC INVOLVED SHOOTING SEMINAR - POLICE	500.00
MID MICHIGAN TMN COMMERCIAL	MISC	BROKER OPINION OF VALUE - ECON DEV	350.00
MI MUNICIPAL LIAB & PROP POOL	00288	LIABILITY AND PROPERTY - POOL RENEWAL PREMIUM	81,233.00
MOYER CONSTRUCTION	00316	PORTLAND DAM CONCRETE PROJECT BY VISITOR PLATF	2,675.00
MOYER CONSTRUCTION	00316	DRIVEWAY EXTENSION TO DAM POWER HOUSE - ELECTR	4,151.00
STATE OF MICHIGAN	00428	SOR REGISTRATION FEE - POLICE	30.00
NORTH CENTRAL LABORATORIES	00959	SUPPLIES - WASTE WTR	134.14
PORTLAND AREA FIRE AUTHORITY	02128	1ST QUARTER FIRE SERVICES - COMM PROMO	27,494.47
PORTLAND VFW	MISC	REPLACEMENT FLAG - CEMETERY	16.00
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMBULANCE	60.70
RCP	02265	METAL PRINT - COMM PROMO	14.00
REED & HOPPES, INC.	00390	TOW VAC-CON TRUCK TO VALLEY TRUCK - MTR POOL	650.00
RESCO	00392	TOOL APRON - REPLACEMENT TOOL HOLDER - ELECTR	349.37
RESCO	00392	WIRE - ELECTRIC	7,079.78
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	104.32
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	68.40
SIMON BROTHERS INC.	MISC	HAULING CONCRETE BLOCKS - MAJ STS	1,045.00
SLICK SHIRTS SCREEN PRINTING	02003	SHIRTS - REC	67.50
SLICK SHIRTS SCREEN PRINTING	02003	SHIRTS - REC	80.56

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
S&M LIQUID TIREFILL INC.	MISC	BRINE WATER / DUST CONTROL - LOC STS	1,055.36
SPEEDWAY LLC	02395	GAS & FUEL - ELEC, MTR POOL	1,812.14
SPEEDWAY LLC	02395	GAS & FUEL - ELEC, MTR POOL	1,423.83
SPRINT	00859	CELLPHONE & DATA SERVICE - POLICE	117.99
STATE OF MICHIGAN	00428	KENT STREET PROGRESS PAY #2 - MAJ STS	122,134.06
TOP QUALITY GLOVES	02227	GLOVES - AMBULANCE	54.50
TRACTOR SUPPLY COMPANY	00729	ROUND UP - LOC STS, MAJ STS, WATER	179.98
TRUCK & TRAILER	00461	SANDBLAST, PAINT DUMP BOX - MTR POOL	3,270.00
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC, WW, WTR, M POOL	179.41
WOW! INTERNET-CABLE PHONE	02132	INTERNET - ELEC, WW, CITY HALL	115.94
MEEKHOF ELECTRIC	MISC	ENERGY SMART - ELECTRIC	619.50
PORTLAND PUBLIC SCHOOLS	00370	ENERGY SMART - ELECTRIC	1,158.50
PORTLAND PUBLIC SCHOOLS	00370	ENERGY SMART - ELECTRIC	1,042.65
ED FILTER	00540	UMPIRES - REC	216.00
DAVE PETTTT	00588	UMPIRES - REC	48.00
BRIAN RUSSELL	00593	UMPIRES - REC	96.00
LOGAN COOK	02342	SCOREKEEPERS - REC	63.00
LAUREN RUSSELL	02134	SCOREKEEPERS - REC	42.00
BROOKE BUTTERFIELD	MISC	INSTRUCTORS - REC	189.00
RYAN LEFKE	MISC	INSTRUCTORS - REC	252.00
JARED GUY	02208	INSTRUCTORS - REC	1,293.10
SAM LINEBAUGH	02308	INSTRUCTORS - REC	252.00
JACK LUFKIN	MISC	INSTRUCTORS - REC	243.60
ELYSE ELDRIDGE	02210	INSTRUCTORS - REC	647.40
BLAKE GUY	02381	INSTRUCTORS - REC	782.55
HANNAH MCNAUGHTON	MISC	INSTRUCTORS - REC	239.40
MORGAN WITTKOPP	MISC	INSTRUCTORS - REC	189.00
YVONNE FRANKS	MISC	DEED TO BURIAL RIGHTS FOR 2 GRAVES - GEN	500.00
Total:			\$313,456.22

**BI-WEEKLY  
WAGE REPORT  
August 1, 2016**

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.	8,719.70	24,977.48	4,099.25	10,149.08	12,818.95	35,126.56
ASSESSOR	924.55	2,898.70	71.28	223.48	995.83	3,122.18
CEMETERY	3,282.41	9,876.04	1,855.24	4,219.41	5,137.65	14,095.45
POLICE	16,251.47	46,948.93	5,521.12	14,125.18	21,772.59	61,074.11
CODE ENFORCEMENT	610.18	1,807.89	643.29	1,331.56	1,253.47	3,139.45
PARKS	5,319.53	15,190.47	2,188.06	4,380.38	7,507.59	19,570.85
INCOME TAX	2,424.61	5,777.38	2,281.13	5,009.63	4,705.74	10,787.01
MAJOR STREETS	4,882.22	11,524.59	5,445.52	10,159.54	10,327.74	21,684.13
LOCAL STREETS	1,512.41	7,534.43	1,177.53	4,654.94	2,689.94	12,189.37
RECREATION	836.84	2,477.43	684.59	1,659.42	1,521.43	4,136.85
AMBULANCE	10,408.88	31,833.17	4,022.04	9,528.69	14,430.92	41,361.86
DDA	1,584.80	4,661.60	855.58	2,481.53	2,440.38	7,143.13
ELECTRIC	16,929.97	50,064.04	16,296.94	35,784.59	33,226.91	85,848.63
WASTEWATER	9,717.04	28,518.27	10,297.51	23,003.60	20,014.55	51,521.87
WATER	4,771.28	14,147.34	3,170.40	7,593.05	7,941.68	21,740.39
MOTOR POOL	1,892.33	5,964.49	2,265.38	4,891.44	4,157.71	10,855.93
TOTALS:	90,068.22	264,202.25	60,874.86	139,195.52	150,943.08	403,397.77



# 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.	
7/27/16						
QUANTITY	DESCRIPTION				PRICE	AMOUNT
	1 <sup>st</sup> Qtr Fire Services July - Sept 16					27,494.47

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

ORIGINAL

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 #: 31346  
Invoice Date: 7/27/2016  
Due Date: 8/31/2016  
Project:  
P.O. Number: 1st Qtr

**Bill To:**

City of Portland  
259 Kent St.  
Portland, MI 48875

Date	Description	Amount						
6/22/2016	<p>1st Quarter Fire Services July - September '16</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>	27,494.47						
We appreciate your prompt payment.		<table border="1"><tr><td><b>Total</b></td><td>\$27,494.47</td></tr><tr><td><b>Payments/Credits</b></td><td>\$0.00</td></tr><tr><td><b>Balance Due</b></td><td>\$27,494.47</td></tr></table>	<b>Total</b>	\$27,494.47	<b>Payments/Credits</b>	\$0.00	<b>Balance Due</b>	\$27,494.47
<b>Total</b>	\$27,494.47							
<b>Payments/Credits</b>	\$0.00							
<b>Balance Due</b>	\$27,494.47							

# PURCHASE ORDER

## CITY OF PORTLAND

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

TO MML Liab & Property Pool

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

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
7/19/16					
QUANTITY	DESCRIPTION			PRICE	AMOUNT
	Liability and Property 8/1/16-7/31/17				\$81,233
	- See attached for breakout				

NOT FOR RESALE  FOR RESALE

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

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

ORIGINAL

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



michigan municipal league

# MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835  
(248) 358-1100, (800) 482-2726  
Fax (248) 358-0534

## INVOICE

City of Portland  
259 Kent St.,  
Portland, MI 48875

Customer #: 5000950  
Policy Term: 08/01/2016 - 08/01/2017  
Invoice Date: 07/19/2016  
Invoice #: 6877204

Payment Enclosed: \$ \_\_\_\_\_

PLEASE MAKE CHECKS PAYABLE TO MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

### MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835  
(248) 358-1100, (800) 482-2726, Fax (248) 358-0534

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
08/01/2016	MML001166933	Pool Renewal Premium	\$81,233
Due Date is 30 days from the effective or invoice date, whichever is later.			
<b>Total Amount Due</b>			<b>\$81,233</b>

**Minutes of the Downtown Development Authority Meeting  
City of Portland**

Held on Thursday, June 16, 2016  
In Council Chambers at City Hall

Members Present: Barnes, Gorman, VanSlambrouck, Grimminck, Antaya, Briggs, Tyler

Absent: Dumas, Clement, Urie, Blastic

Staff: DDA/Main Street Director Perry, City Clerk Miller

Guests: None

The meeting was called to order at 3:34 P.M.

Motion by Barnes, supported by Grimminck, to approve the Agenda with the removal of Chair Dumas to call the meeting to order.

All in favor. Adopted.

Motion by VanSlambrouck, supported by Blastic, to approve the minutes of the May 19, 2016 as presented.

All in favor. Adopted.

Motion by Barnes, supported by Gorman, to approve the Treasurer's Report as reported.

All in favor. Adopted.

Under Old Business, Director Perry stated that she has been working with the Electric Department on getting pricing for the light pole painting project from a company that hires college students to paint in the summer. The pricing includes all of the street lights and is expected to be a 50/50 split with the Electric Department for a cost of approximately \$30,000.00. The DDA share would be about \$15,000.00. She is currently waiting for a breakdown of the quote in order to change the scale of the project.

City Manager Gorman noted that starting the project on a smaller scale will allow evaluation of the quality of the work.

City Manager Gorman note that he has talked with City engineers about possible resource to have the bridges painted at some point in the future. He will pass along the information he receives.

Director Perry stated that she met with Paul Starr of I'm a Beer Hound in regard to the Beerfest contract. It was a great meeting, they were able to work out all of the details. The contracts have now been signed. Volunteers for the event be given six tickets and a commemorative glass for working a 2-hour shift. They will be able to purchase more tickets if they choose to.

Wine the Walk will not be held this year, but some wine will be featured at the event.

The event was discussed.

Under New Business, Director Perry requested approval to apply for a Special Liquor License for the Beerfest on the Bridge to be held August 13, 2016.

Motion by Grimminck, supported by Tyler, to approve the request to apply for a Special Liquor License for the Beerfest on the Bridge to be held August 13, 2016.  
All in favor. Adopted.

Director Perry presented information on the Michigan Main Street Annual Self-assessment Survey.

Under the Director's Report, Director Perry reported that the Main Street National Conference held in Milwaukee, WI on May 23<sup>rd</sup> through the 25<sup>th</sup> was a fantastic conference and providing a lot of great networking opportunities. She learned a lot of valuable information.

Director Perry noted the Chocolate Moose has a potential buyer and two other interested parties.

Director Perry gave a report on downtown buildings.

Under Committee Reports, Director Perry reported that the Promotions & Marketing Committee hosted a very successful Block Party on Saturday, May 21, 2016. The event realized a profit of approximately \$7,000 which is about a 700% increase over last year's event.

There was discussion of the event.

A Downtown Murder Mystery Event, modeled after the game Clue, is being planned to replace the Portland Pay Day event.

Member Briggs, Design Committee Chair, reported that the planters are being watered and maintained. The committee is in the process of determining a location and the verbiage for a historical registry designation. The committee would also like to install signs that name the rivers.

Member Tyler, Economic Revitalization Committee Chair, reported the committee is wrapping up the content for the Portland Visitors Guide and now they are working on securing advertising.

Committee Chair Barnes reported for the Organization and Finance Committee. The On the Street Newsletter was mailed with the June utility bills. The committee is working on the Beerfest event. They are expecting another successful event.

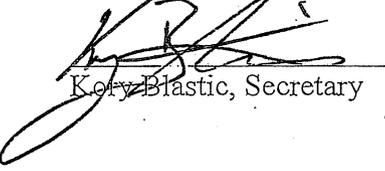
Under Board Member Comments, Member Briggs reminded everyone that the Tornado Recovery Event will be held Wednesday, June 22, 2016.

Director Perry noted other events in the community this summer; Thursdays on the Grand at the Band Shell and the Farmer's Market on Saturday mornings. The summer theatre has 80 children participating this summer.

City Manager Gorman stated that he is still working with ADM on their potential donation of the property on the corner of Grand River Ave. and Divine Hwy. where the silos were removed. This is part of a larger plan that could possibly be used for replacement of the Divine Hwy. Bridge.

Motion by Barnes, supported by Gorman, to adjourn the meeting at 4:20 P.M.  
All in favor. Adopted

Respectfully submitted,



Kory Blastic, Secretary

**CITY OF PORTLAND**

**REPORT DATE**  
**PERIOD COVERED**

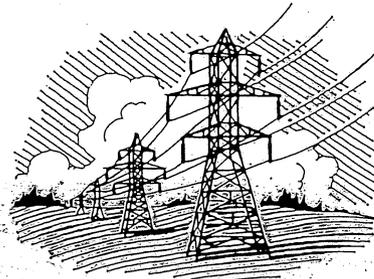
July 1, 2016  
June 1-30, 2016

<b>HYDRO GENERATION</b>	106,800		
<b>DIESEL PRODUCTION</b>	0		
<b>Kwh Purchased</b>	3,228,605	<b>Amount Paid</b>	\$ 186,106.26
<b>Total Kwh Purchased</b>	<b>3,228,605</b>	<b>Total Dollars Paid</b>	<b>\$ 186,106.26</b>

<b>Kwh Billed</b>		<b>Dollars Billed</b>	
Residential	1,405,566	PCA Billed	\$ 17,307.09
Commercial	710,996	Residential	\$ 148,229.67
Large General	924,400	Residential EO Charge	\$ 2,591.04
City St. Lites Metered	22,903	Geothermal Discount	\$ -
St. Lites Unmetered		Commercial	\$ 75,243.14
Rental Lights		Commercial/LG EO Charge	\$ 2,458.54
Demand	2,567	Large General	\$ 63,455.05
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 1,946.03
		St. Lights Unmetered	\$ 1,543.05
<b>Total Kwh Billed</b>	<b>3,066,432</b>	Rental Lights	\$ 253.24
		Demand	\$ 15,083.28
Arrears after billing	\$ (385.35)	Tax	\$ 12,215.81
Penalties Added	\$ 1,346.39		
Arrears end of month	\$ 24,139.59	<b>Total Dollars Billed</b>	<b>\$ 340,344.34</b>
Fuel Cost Billed	\$ 7,588.28		
Amount Collected	\$ 267,830.80	Power Cost Adj.	.00569
Total Adjustments	\$ 2,413.90		

Residential Customers	2,193
Commercial Customers	327
Large General	16
<b>Total Customers</b>	<b>2,536</b>

07/07/16



**CITY OF PORTLAND**  
**July-16**

**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Jun-16	<b>PERIOD COVERED</b>	June 1-30, 2016
Customers Billed		Penalties Added	\$ 5,399.82
City	1,865	Dollars Collected	\$ 44,871.14
Rural	24	Arrears at end of Month	\$ 5,399.82
Total Customers	1,889	Adjustments	\$ 329.72
		Gallons Pumped	13,556,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	10,665,293		\$ 51,946.94
Rural	256,571		\$ 2,089.55
Total	<u>10,921,864</u>		<u>\$ 54,036.49</u>

**SEWER DEPARTMENT REPORT**

Customers Billed	1,806	Dollars Billed	\$ 67,954.44
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 67,954.44
Penalties Added	\$ 520.27		
Dollars Collected	\$ 68,123.37		
Arrears at end of Month	\$ 8,588.93		
Adjustments	\$ 504.91		
Gallons Treated per Million	10.30		



# IONIA COUNTY BOARD OF COMMISSIONERS

July 26, 2016 - 7:00 p.m.  
Conference Room – Central Dispatch Building

## 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. **Did You Know?**
- VII. **Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
  - B. Approve per diem and mileage
  - C. Approve payment of General Fund payroll and accounts payable for the month of June 2016 - \$1,362,964.38
  - D. Approve payment of Health Fund bills - \$87,700.27
  - E.
- VIII. **Unfinished Business**
  - A.
- IX. **New Business**
  - A. MERS Presentation – Michael Overley, Regional MERS Manager & Erin Boertman, MERS Customer Service Director
  - B. Area Agency on Aging of Western Michigan Contract Amendment #61.54-FY16.3
  - C. Agreement between Prosecuting Attorney and Michigan Department of Health and Human Services for Legal Representation
  - D. FY16 Emergency Management Performance Grant
  - E. County Administrator Contract
  - F. Appointment to fill vacancy on Community Corrections Advisory Board
  - G. Permission to fill IT Director position

**X. Reports of Officers, Boards, and Standing Committees**

- A. Chairperson
- B. County Administrator

**XI. Reports of Special or Ad Hoc Committees**

**XII. Public Comment (3 minute time limit per speaker)**

**XIII. Closed Session**

**XIV. 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.
- Park Advisory Board – One two-year term, expiring January 2018.
- Road Commission – One six-year term, expiring December 2020.
- West Michigan Regional Planning Commission – Two one-year terms, expiring December 2016.

**Appointments for consideration in the month of August 2016:** None

**Appointments for consideration in the month of September 2016:**

- *Commission on Aging Board* – Two three-year appointments.