



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

7:00 P.M. Monday, April 17, 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>	
	<b>VI. <u>Presentations</u></b>	
7:15 PM	<b>A. Arbor Day Proclamation</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>	
7:18 PM	<b>A. Proposed Resolution 17-30 Approving the Economic Development Corporation’s Recommendation to Approve, Authorize, and Direct The Mayor and Clerk to Sign a Purchase and Sale Agreement, Declaration of Restrictions, and Commission Agreement to Sell Approximately 5 Acres of City Property to the Edward W. Sparrow Hospital Association</b>	Decision
7:23 PM	<b>B. Proposed Resolution 17-31 to Authorize Issuance of General Obligation Limited Tax Bonds, Series 2017</b>	Decision
7:26 PM	<b>C. Proposed Resolution 17-32 to Schedule a Special Meeting of the City Council for a Budget Workshop</b>	Decision
7:28 PM	<b>D. Proposed Resolution 17-33 Setting a Public Hearing on the Budget Proposed for Fiscal Year 2017-2018</b>	Decision
7:30 PM	<b>E. Proposed Resolution 17-34 Approving, Authorizing, and Directing The Mayor and Clerk to Sign a License Agreement with the Friends Of the Red Mill</b>	Decision
7:33 PM	<b>X. <u>Consent Agenda</u>–</b>	Decision
	<b>A. Minutes &amp; Synopsis from the Regular City Council Meeting held on April 3, 2017</b>	
	<b>B. Payment of Invoices in the Amount of \$64,652.53 and Payroll in the Amount of \$138,744.11 for a Total of \$203,396.64</b>	

<b><u>Estimated Time</u></b>
7:35 PM
7:40 PM
7:45 PM
7:50 PM

- C. Purchase Orders over \$5,000.00
  - 1. Utility Service Co., Inc. in the Amount of \$15,416.63 for Quarterly Maintenance on the Water Towers

**XI. Communications**–

- A. Board & Commission Application from Terence Frewen
- B. Wastewater Treatment Plant Report for March 2017

**XII. Other Business - None**

**XIII. City Manager Comments - None**

**XIV. Council Comments**

**XV. Adjournment**

<b><u>Desired Outcome</u></b>
Decision



## ARBOR DAY 2017 PROCLAMATION

**WHEREAS**, in, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal, and

**WHEREAS**, the City of Portland has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices; and

**WHEREAS**, seedlings will be distributed to all of the 2<sup>nd</sup> Graders in the Portland Public and St. Patrick's Schools to promote the importance of trees in our community; and

**WHEREAS**, the City will conduct a ceremonial tree planting at the Brush Street Park in recognition of Arbor Day.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTLAND JOINS ME IN PROCLAIMING APRIL 28, 2017 AS ARBOR DAY IN THE CITY OF PORTLAND.**

### BY ORDER OF THE CITY COUNCIL

\_\_\_\_\_  
James E. Barnes  
Mayor

\_\_\_\_\_  
Joel T. VanSlambrouck,  
Mayor Pro-Tem

\_\_\_\_\_  
Patrick Fitzsimmons

\_\_\_\_\_  
Robert E. Baldyga

\_\_\_\_\_  
Amanda L. Johnston

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

Dated: **April 17, 2017**

SEAL

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-30**

**A RESOLUTION APPROVING THE ECONOMIC DEVELOPMENT CORPORATION'S RECOMMENDATION TO APPROVE, AUTHORIZE, AND DIRECT THE MAYOR AND CLERK TO SIGN A PURCHASE AND SALE AGREEMENT, DECLARATION OF RESTRICTIONS, AND COMMISSION AGREEMENT TO SELL APPROXIMATELY 5 ACRES OF CITY PROPERTY TO THE EDWARD W. SPARROW HOSPITAL ASSOCIATION**

**WHEREAS**, the City owns approximately 55 acres of property at the corner of Grand River Avenue and Cutler Road (the "Property") that it purchased for economic development purposes; and

**WHEREAS**, the City Council charged its Economic Development Corporation ("EDC") with planning and making recommendations for development on the Property; and

**WHEREAS**, the EDC and City Manager have been engaged in negotiations with the Edward W. Sparrow Hospital Association ("Sparrow") to acquire approximately 5 acres of the Property for future development; and

**WHEREAS**, at its regularly scheduled meeting held on February 27, 2017, the EDC recommended that City Council approve the Purchase and Sale Agreement, Declaration of Restrictions and Commission Agreement, attached as Exhibit A, to sell approximately 5 acres of the Property to Sparrow.

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

1. The Portland City Council approves the recommendation of the EDC to approve the Purchase and Sale Agreement, Declaration of Restrictions and Commission Agreement, attached as Exhibit A, to sell approximately 5 acres of the Property to Sparrow.
2. The City Council authorizes the publishing of notices of intent to sell City property as required by Section 11.3 of the City Charter.
3. 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:** April 17, 2017

Monique I. Miller, City Clerk

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into, as of the date of the last party to sign below (the "Effective Date"), by and between the City of Portland, a Michigan municipal corporation, whose address is 259 Kent Street, Portland, Michigan 48875 (the "Seller") and Edward W. Sparrow Hospital Association, a Michigan nonprofit corporation, whose address is 1215 East Michigan Ave., Lansing, Michigan 48912 (the "Purchaser"). In consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Property.** Subject to the following terms, covenants and conditions, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, the following (collectively, "Property"):

(a) Approximately 5 acres of land in the Northwest corner of parcel number 34-300-500-000-010-01 (the entire tax parcel shall be referred to as the "Larger Parcel") located in the City of Portland, County of Ionia, State of Michigan, as depicted in the drawing attached hereto as Exhibit A, which boundaries will be determined and approved by Seller and Purchaser with markings within twenty (20) days of the Effective Date and then surveyed as set forth below, together with all rights, easements and interests, water, air and mineral rights, streets, public ways or rights-of-way, privileges, tenements, hereditaments, improvements, licenses, appurtenances and other rights and benefits belonging or in any way related or appurtenant thereto and zero (0) land divisions under the Land Division Act (formerly the Subdivision Control Act of 1967) ("Land");

(b) That any and all fixtures, structures and improvements of every kind, nature and description now situated or situated prior to Closing on the Land, including, without limitation, all systems and utilities associated with the Property (collectively, "Improvements");

(c) All right, title and interest of Seller, if any, in and to any assignable contracts or agreements relating to the Property, to the extent Purchaser agrees to assume such contracts or agreements ("Contracts");

(d) All transferable occupancy certificates, consents, authorizations, variances, waivers, licenses, permits, franchises and approvals relating to the use, development, maintenance or operation of the Property held by or granted to Seller, if any ("Approvals");

(e) All architectural tracings, blueprints and as-built drawings, pertaining to the Property, in Seller's possession or control ("Plans"); and

(f) All unexpired transferable guarantees and warranties given, made or issued by any contractors, subcontractors, suppliers, manufacturers and installers relating to the construction of the Improvements and the materials and equipment installed or located in the Property, if any ("Warranties").

2. **Purchase Price; Terms of Payment.** The purchase price for the Property is Eighty-Seven Thousand One Hundred Twenty Dollars (\$87,120.00) (\$2.00 per square foot) per acre (the "Purchase Price"). The Purchase Price shall be adjusted based on the actual net usable acreage of the Property as determined by survey. The net usable acreage contained in the Property will be calculated by determining the total or gross acreage of the Property as surveyed and subtracting therefrom any land subject to rights of way or easements for roads, sidewalks, bike paths, parks or

other portions of the land dedicated to public use or subject to other rights of the public, and further subtracting any land which is regulated wetland and/or woodland areas, flood plain, wildlife sanctuary or other areas protected by or subject to environmental regulation under any federal, state or local law, regulation or ordinance. The Purchase Price shall be paid by Purchaser to Seller, subject to the terms and conditions of this Agreement, in the following manner:

(a) Within ten (10) days following the Effective Date, Purchaser shall deliver to Transnation Title Agency of Michigan, located at 1675 Water Tower Place, Suite 200, East Lansing, Michigan 48823, Attn: Kim Audia (the "Title Company") the sum of Ten Thousand Dollars (\$10,000.00) representing an earnest money deposit hereunder (the "Deposit"). The Deposit shall be held by the Title Company.

(b) At Closing, as defined below, Purchaser shall pay Seller the balance of the Purchase Price, adjusted by the amount of any prorations and adjustments required by this Agreement. Payment of the Purchase Price will be made by wire transfer of immediately available funds or delivery of a cashier's or certified check. Purchaser shall authorize Title Company to release the Deposit to Seller at Closing.

3. **Evidence of Title; Survey.** Within ten (10) days from the Effective Date, Seller shall provide Purchaser, at Seller's sole cost and expense, with a commitment for an ALTA owner's policy of title insurance without standard exceptions, naming Purchaser and its successors and assigns as the proposed insured, identifying the condition of title to the Property, issued by the Title Company in the amount of the Purchase Price, and dated later than the Effective Date of this Agreement (the "Title Commitment"). If Seller does not have an adequate legal description for the Property, Seller may order the Title Commitment for the Larger Parcel and revise and update the Title Commitment to match the legal description in the Survey within ten (10) days after the completion of the Survey. The Title Commitment shall be accompanied by legible copies of the instruments referenced in the Title Commitment. Within ten (10) days after the boundaries have been determined, Purchaser, at Purchaser's expense, shall order an ALTA survey of the Land to be prepared, certified by a licensed surveyor to Purchaser and Title Company as of a date which follows the Effective Date (the "Survey"). The legal description described in the Survey shall be added to this Agreement as Exhibit B and shall be used in the deed given to Purchaser at Closing.

4. **Title and Survey Objections.** If Purchaser, or Purchaser's attorney, objects in writing to the condition of title to the Property or the Survey, Seller shall have thirty (30) days following such written notice (the "Cure Period") to make good faith efforts to remedy such defect(s), and to provide Purchaser with a revised Title Commitment or Survey or other evidence satisfactory to Purchaser in its sole discretion showing that the defect(s) have been remedied. If Seller is unable to so remedy the defect(s) within the Cure Period, Purchaser, at its option, may: (i) waive any defect(s) and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) terminate this Agreement by notice to Seller, in which case Purchaser shall immediately receive a refund of the Deposit, and the parties shall have no further liability or obligation under this Agreement. Seller shall be obligated to discharge, prior to or at closing, any lien or other encumbrance that secures or seeks to enforce against the Property a specified sum of money. If Purchaser does not object to the condition of title or Survey as provided above, or if Purchaser's title or Survey objections have been satisfied or waived, the exceptions of record identified in the Title Commitment (by reference to recorded instruments), shall constitute "Permitted Exceptions" to title.

5. **Inspection Period.** Purchaser shall have a period of one hundred twenty (120) days from the Effective Date (the "Inspection Period"), to inspect the Property, including, without limitation, the physical and environmental condition of the Property, the availability of all permits and approvals, the location and availability of utilities and access, existing soil conditions, the impact of governmental requirements and the feasibility of developing the Property as proposed by Purchaser. Within ten (10) days from the Effective Date, Seller shall provide Purchaser with copies of all surveys, environmental reports, engineering and soil boring test reports, soil and wetland reports, geotechnical reports, title reports, government "review" letters, and any other documents in Seller's possession or reasonably available to Seller regarding the Property. At all times during the term of this Agreement, Seller grants to Purchaser, and those persons designated by Purchaser, the right to enter upon the Property in order to inspect the Property and to make soil borings and perform such other engineering and environmental tests and studies regarding the Property as are necessary for Purchaser's investigation and proposed use of the Property, as determined by Purchaser, in its sole discretion. Purchaser shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed or altered by virtue of Purchaser's investigations, Purchaser shall promptly, at its sole cost and expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration.

Purchaser shall have the right to extend the Inspection Period for two (2) additional sixty (60) day periods by notifying Seller in writing of its election to extend. If Purchaser exercises its right to extend the Inspection Period as described herein, then Two Thousand Five Hundred Dollars (\$2,500.00) of the Deposit shall become non-refundable upon each extension and shall be retained by Seller, unless Seller defaults under the terms of this Agreement.

If Purchaser, in its sole discretion, determines that the condition of the Property is unsatisfactory, Purchaser may, at its option at any time prior to 5:00 p.m., local time, on the first business day following the conclusion of the Inspection Period, as may be extended (the "Notification Date"), elect in writing to terminate this Agreement. If Purchaser elects to terminate this Agreement, the Deposit shall be returned to Purchaser, and the parties shall have no further rights or obligations under this Agreement. If Purchaser does not provide Seller with notice of termination on or before the Notification Date, Purchaser shall be deemed to have elected not to terminate this Agreement under this Section 5, and the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

6. **Covenants of Seller.** Seller covenants with Purchaser that during the term of this Agreement:

(a) Seller shall not: (a) sell, transfer, assign, convey or dispose of any of its rights under this Agreement or in the Property; (b) grant any lien or encumbrance on or permit any lien or encumbrance on the Property; (c) grant any easement or right-of-way in or on the Property; (d) grant, amend, terminate or modify any lease, license or other rights to use or occupy the Property to any person; (e) alter, modify, improve or impair the Property in any respect.

(b) Seller shall maintain the Property in its present condition, reasonable wear and tear and damage from the elements excepted.

(c) Seller shall permit Purchaser and Purchasers' agents, employees, contractors and consultants access to the Property at all reasonable times upon reasonable prior notice to Seller, for the purpose of inspecting the Property.

(d) Enter into easements or other agreements with Purchaser relating to the Larger Parcel for access, use and/or maintenance of utilities, detention ponds, retention ponds or other drainage systems if necessary for Purchaser to use the Property for its intended purpose. Each party shall be responsible for its own attorneys' fees when preparing and reviewing said documents.

(e) Seller shall complete, to industry standards in accordance with all applicable laws, codes and ordinances, at Seller's sole cost and expense, development of the Property as a fully improved building site to Purchaser's reasonable satisfaction prior to Closing for Purchaser's intended use(s) for medical office building(s), together with sufficient parking therefore, including but not limited to the following:

(i) Seller obtaining all necessary and desirable subdivision, plat or land division permits and approvals for the sale of the Property as a separate lawful development lot or parcel;

(ii) Seller's construction of all utility lines and related improvements, except for gas lines, to the property line of the Property in locations and sizes acceptable to Purchaser, in Purchaser's reasonable discretion, for Purchaser's intended uses and the uses of any other parties and developments that will be utilizing same created by sufficient beneficial easements of record;

(iii) Seller's construction of all drainage lines and facilities to the property line of the Property in locations and sizes acceptable to Purchaser, in Purchaser's reasonable discretion, for drainage for Purchaser's intended uses and the uses of any other parties and developments that will be utilizing same, created by sufficient beneficial easements of record, including any required drainage detention and retention ponds, which shall be constructed off of the Property, and together with all easements, permits and approvals therefore;

(iv) Seller obtaining any necessary zoning, special use permits, variances, and similar governmental permits and approvals for Purchaser's intended uses of the Property;

(v) Seller's construction and dedication to the public of a new public access road of approximately 500 feet (or the depth of the Property) to the development off Cutler Road and Grand River Avenue abutting the Property on the East side generally as shown on the Concept Development Plan attached hereto as Exhibit C ("Concept Development Plan") or another means of recorded public road access acceptable to Purchaser, and together with all easements, permits and approvals therefore;

(vi) Seller agrees to diligently pursue and seek to obtain as soon as practical all necessary permits and approvals for the foregoing items from and after the Effective Date of this Agreement, agrees to commence and diligently pursue construction of all the foregoing as soon as practical after receipt of said permits and approval, and agrees to keep Purchaser reasonably informed of the progress on said permits, approvals, and construction upon request.

In the event Seller fails to diligently pursue such permits and approvals, fails to timely commence and diligently pursue said construction to completion, and/or fails to keep Purchaser reasonably informed on the progress thereon, all in the reasonable opinion of Purchaser, and such failure continues for thirty (30) days after written notice thereof from Purchaser to Seller, Purchaser may terminate this Agreement upon written notice to Seller, the Deposit shall be

returned to Purchaser, and the parties shall have no further rights or obligations under this Agreement. Additionally, in the event Seller has not obtained all of the foregoing permits and approvals, and/or has not completed Seller's construction obligations within: (i) twelve (12) months from the Effective Date of this Agreement, or (ii) twelve (12) months from the date that Purchaser provides Seller written notice for Seller to complete such construction obligations, whichever is later (the "Completion Date"), in addition to all other rights and remedies provided for in this Agreement, Purchaser may, at Purchaser's option: (i) terminate this Agreement upon written notice to Seller at any time thereafter and the Deposit shall be returned to Purchaser, (ii) extend the Completion Date or (iii) provide written notice to Seller of Purchaser's intent to close. If Purchaser elects option (iii), the sale proceeds from the closing shall be held in escrow with the Title Company at Closing, pursuant to a written escrow agreement acceptable to Purchaser, a sufficient portion of the sale proceeds as reasonably determined by Purchaser's engineers, architects, and contractors, in consultation with Seller's engineers, architects and contractors, to cover the estimated costs and expenses of securing permits and approvals and completing the construction obligations of Seller. Said escrow agreement shall specify Seller's time for securing said permits and approvals and the completion of said construction, but in no event later than twelve (12) months from the date of Closing, and shall provide for releases of equitable portions of said escrowed funds based on the cost and expense of completion of Seller's remaining items upon Seller providing appropriate verification of the completion of said items, together with appropriate sworn statements, waivers of lien and/or other evidence of Seller's payment of said costs and expenses acceptable to Purchaser and the Title Company to insure against construction liens. Said escrow agreement shall also provide that, in the event Seller does not complete any of said items within in the times provided in the escrow agreement, Purchaser may, elect upon written notice to Seller and the Title Company, to complete any or all of said items for the completion of which funds remain in escrow. In such event of completion by Purchaser, the costs and expenses incurred by Purchaser in completion of said items shall be paid to Purchaser by the Title Company out of said escrow on Purchaser's submission of appropriate sworn statements, waivers of lien and/or other evidence of Purchaser's payment of such costs and expenses acceptable to the Title Company. Seller shall be responsible for any costs and expenses incurred by Seller or Purchaser to complete any of said items, in excess of the escrowed amount, and Seller shall pay Purchaser such excess costs and expense, if any, incurred by Purchaser upon Purchaser's demand. This provision shall survive Closing.

7. **Purchaser's Conditions Precedent.** Unless satisfied or waived in writing by Purchaser, Purchaser's obligation to purchase the Property is conditioned upon the following terms and conditions:

(a) Seller complying with or completing its obligations under this Agreement prior to the Closing.

(b) Securing environmental reports and/or studies acceptable to Purchaser in Purchaser's sole discretion.

(c) Securing any zoning, site plan and other governmental permits, variances and/or approvals for Purchaser's intended use of the Property acceptable to Purchaser in Purchaser's sole discretion.

(d) Securing engineering reports acceptable to Purchaser in Purchaser's sole discretion.

(e) Determining that the soil conditions of the Property are satisfactory to permit Purchaser's intended use of the Property, without the necessity of piling or back filling or incurring significant additional construction costs due to the condition of the soil in Purchaser's sole discretion.

(f) Verifying from the appropriate governmental body or utility that all utilities are or will be available at the boundary of the Property in sufficient capacity for Purchaser's intended use of the Property, and Purchaser shall be entitled to connect to such utilities for reasonable charges but in any event, without charge from Sellers or any affiliate of Sellers, in Purchaser's sole discretion.

(g) Determining that the drainage at the Property is sufficient for Purchaser's intended use without incurring significant additional costs due to the drainage in Purchaser's sole discretion.

(h) Determining that Purchaser has entered or will enter into at Closing acceptable agreements or easements with Seller relating to the Larger Parcel for utilities or drainage in order to allow Purchaser to use the Property for its intended use in Purchaser's sole discretion.

(i) Securing approval from Purchaser's Board of Directors for the purchase of the Property and the construction of the building on the Property in Purchaser's sole discretion.

This Section 7 shall be in addition to the Inspection Period. If Purchaser determines in its discretion that the foregoing conditions cannot be met or waived, Purchaser can terminate this Agreement upon written notice to Seller and the Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement.

8 **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as of the date of this Agreement and then again as of Closing that:

(a) Seller has duly and validly authorized and executed this Agreement and Seller has full power and authority to enter into and perform its obligations under this Agreement.

(b) Seller now owns and has, and on the date of Closing shall own and have, good and marketable record title to the Property to be sold pursuant to this Agreement, free and clear of any and all leases, liens, encumbrances, and claims of and obligations to other persons, of any kind and character, except for mortgages, liens, and delinquent taxes, if any, which shall be paid in full by Seller at or before Closing.

(c) There are no unrecorded liens, encumbrances, mortgages, restrictions, easements, assessments or other matters on or against the Property.

(d) There are no pending or threatened actions, suits, claims or proceedings against Seller, the Property or otherwise affecting the Property at law or in equity or before any federal, state or local governmental department or agency.

(e) There are no tenants or occupants in the Property and Purchaser will be given possession of the Property at Closing.

(f) To the best of Seller's knowledge, no toxic or hazardous substance or waste, including (without limitation) any substance defined as "hazardous" under any federal, state or local environmental law, ordinance, rule or regulation (collectively "Hazardous Materials") have been used, stored, generated, treated, released, spilled, discharged or otherwise disposed of by Seller or Seller's agents on, in, under or otherwise affecting the Property during any period in which Seller was either the owner or occupier of the Property. Seller has not received any notice from any applicable governmental entity of the potential of actual existence of any Hazardous Materials on, in, under or otherwise affecting the Property.

(g) To the best of Seller's knowledge, there are no underground storage tanks or underground storage tank systems on, in or under the Property.

(h) Seller has not received notice of any violation or alleged violation of any legal requirement affecting the Property, including, without limitation, any violation or alleged violation of any local, state or federal environmental law, rule or ordinance and specifically including, without limitation, variances or special permits affecting the Property.

(i) There are no special assessments against the Larger Parcel or Property.

The foregoing representations and warranties shall be continuing and shall survive the Closing. In addition, Seller shall indemnify, defend and hold Purchaser and its shareholders, partners, officers, directors, employees and agents harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties and damages, (including, reasonable attorneys' fees) arising out of, resulting or related in any manner to a breach of any of these representations and warranties by Seller including, without limitation, the cost of any required and necessary repair or remediation of the Property.

PURCHASER'S PURCHASE OF THE PROPERTY HEREUNDER WILL BE "**AS-IS, WHERE-IS, WITH ALL FAULTS**" AND, EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY ON ITS AND ITS AGENTS' AND CONSULTANTS' INSPECTION AND INVESTIGATION OF THE PROPERTY AND ON DOCUMENTS AND OTHER MATERIALS RELATED THERETO AND WILL BEAR ANY RISK THAT SUCH INSPECTIONS, INVESTIGATIONS, DOCUMENTS AND OTHER MATERIALS ARE INCOMPLETE OR OTHERWISE FAIL TO DISCLOSE ANY MATERIAL PROBLEM WITH RESPECT TO THE PROPERTY.

9. **Closing.** The consummation of the sale and purchase of the Property ("Closing") shall take place on or before thirty (30) days after the expiration of the Inspection Period, as may be extended, or on or before thirty (30) days after all of the conditions precedent and contingencies as set forth in this Agreement have been satisfied or waived in writing by Purchaser, whichever is later. The Closing shall be held at the offices of the Title Company or such other place as the parties may mutually select. At Closing, Seller and/or Purchaser, as appropriate, shall deliver or cause to be delivered the following:

(a) Warranty Deed, subject only to the Permitted Exceptions.

(b) Closing Statement duly executed by Seller and Purchaser providing for the prorations and adjustments required by this Agreement.

(c) Affidavit certifying that Seller is not a "foreign person" as defined in Section 1145 of the Internal Revenue Code of 1986, as amended.

(d) Bill of Sale and General Assignment of all Approvals, Plans, Warranties and Intangible Property to Purchaser, if any.

(e) Assignment of all Contracts that Purchaser has elected to assume to Purchaser with (a) the agreement of Seller to indemnify, defend and hold Purchaser harmless from and against any and all claims, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising from liabilities and obligations of Seller under the Contracts arising prior to Closing and (b) the agreement of Purchaser to indemnify, defend and hold Seller harmless from and against any and all claims, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from liabilities and obligations of Purchaser under the Contracts arising after Closing, if any.

(f) Title Policy (or a "marked-up" commitment therefor) issued by the Title Company, dated as of the date of the recordation of the Deed in the amount of the Purchase Price.

10. **Prorations, Adjustments and Costs.**

(a) Seller shall be responsible for payment of all special assessments against the Property at Closing.

(b) The cost of recording the Warranty Deed shall be paid by Purchaser.

(c) All state and county transfer taxes shall be paid by Seller.

(d) All utility charges shall be prorated as of the Closing Date based on the last available bills with respect thereto, subject to adjustment after the Closing upon receipt of new bills.

(e) All title company closing fees and/or escrow fees shall be shared equally between the Seller and Purchaser.

11. **Declaration of Restrictions.** Within ten (10) days of the Effective Date of this Agreement, Seller shall record the Declaration of Restrictions attached hereto as Exhibit D (the "Declaration"). If this Agreement is subsequently terminated, Purchaser shall execute documentation to terminate such Declaration.

12. **Damage or Destruction of Property Before Closing.** If, at any time before Closing, all or any part of the Property is damaged or destroyed by any casualty or loss whatsoever, Purchaser shall have the right, upon providing written notice thereof to Seller to either consummate the purchase of the Property as provided by this Agreement whereupon Purchaser shall take the proceeds of any insurance covering such damage or destruction of the Property or to terminate this Agreement whereupon the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force of effect.

13. **Condemnation of Property Before Closing.** If, at any time before Closing, any authority having the right of eminent domain shall commence any legal action for the temporary or permanent taking or acquisition of all or any part of the Property, Seller shall immediately give written notice thereof to Purchaser and, Purchaser shall have the right, upon providing seller with written notice thereof, to consummate the purchase of the Property as provided by the Agreement

with a reduction being made in the Purchase Price in an amount equal to any proceeds received by Seller prior to Closing resulting from a condemnation award or judgment and an assignment from Seller, of the right to receive any and all future proceeds of any condemnation award or judgment. If Purchaser shall elect to not so consummate the purchase of the Property, upon written notice thereof to Seller, Purchaser may terminate this Agreement, whereupon the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force or effect.

14. **Default.** In the event Seller fails or refuses to comply with the terms of this Agreement, for any reason, other than Purchaser's default hereunder, Purchaser may, in its sole discretion, elect to terminate this Agreement and receive an immediate refund of the Deposit and/or sue for specific performance of this Agreement and whatever damages and other relief are accorded by law and/or equity. In the event Purchaser fails or refuses to comply with the terms of this Agreement, for any reason other than Seller's default hereunder, the parties hereto agree that Seller may terminate this Agreement and retain the Deposit or sue for specific performance of this Agreement, as Seller's sole and exclusive remedy hereunder.

15. **Assignment.** Purchaser may assign all of Purchaser's right, title and interest under this Agreement to any of Purchaser's related entities or affiliates in its sole discretion. Purchaser may not assign Purchaser's right, title and interest under this Agreement to a person or entity unrelated to Purchaser without the written consent of Seller.

16. **Like Kind Exchange.** Seller shall cooperate with Purchaser and execute such documents at Closing, as are reasonably requested by Purchaser, which are necessary to consummate a like kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, so long as Seller does not suffer any expense or liability as a result thereof and as long as Seller is not required to take title to any other land.

17. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

18. **Waiver.** Failure by Purchaser or Seller to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement.

19. **Amendments.** No amendment, modification or alteration of this Agreement shall be deemed effective unless in writing and signed by both of the parties hereto.

20. **Merger.** All of the representations, covenants and agreements made under this Agreement shall survive the Closing and shall not be deemed to merge upon the acceptance of the Warranty Deed for the Property.

21. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Agreement may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be modified and as modified shall be fully enforced.

22. **Time is of the Essence.** Time is of the essence with respect to the performance of the parties' obligations hereunder.

23. **Days.** Whenever this Agreement requires that something be done within a specified period of days, that period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires, and (d) be construed to mean calendar days; provided, that if the final day of the period falls on a Saturday, Sunday or legal holiday, the period shall extend to the first business day thereafter.

24. **Drafting.** Each party acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

25. **Rights Cumulative.** Each and every of the rights, benefits and remedies provided to Purchaser or Seller by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity.

26. **Notices.** Any notice or consent required to be given pursuant to this Agreement shall be effective only if in writing which is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (b) sent by certified mail with postage prepaid, return receipt requested to such party at such address; (c) by facsimile transmission, provided that a hard copy of such notice is sent by first class mail; or (d) by Federal Express or other similar air courier. Notices shall be deemed given upon personal delivery; on the day received if by facsimile during the hours of 9:00 a.m. to 5:00 p.m. EST, Monday-Friday; one (1) business day following deposit with an air courier or three (3) business day following mailing. Notices shall be deemed properly addressed if addressed to the parties at the addresses identified in the opening paragraph of the Agreement.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein and supersedes all prior oral and written understandings or agreements between the parties.

28. **Broker's Commission.** Seller and Purchaser each represent and warrant to the other that they have not engaged the services or contracted with any broker or agent or finder with respect to whom any brokerage fees, sales commissions or finder's fees are or will be due in connection with the sale and purchase of the Property, except for CBRE / Martin who represents the Purchaser and will be paid by Seller pursuant to a separate written agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date executed below.

**PURCHASER**

**EDWARD W. SPARROW HOSPITAL ASSOCIATION**

By: 

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

Dated: 3-30-17

**SELLER**

**CITY OF PORTLAND**

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

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

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

**EXHIBIT A**

Drawing

PROPOSED SPARROW PARCEL / PORTLAND, MI



**EXHIBIT B - Survey Legal Description**

to be attached

**EXHIBIT C**  
**Concept Development Plan**

# Map 4: Concept Development Plan

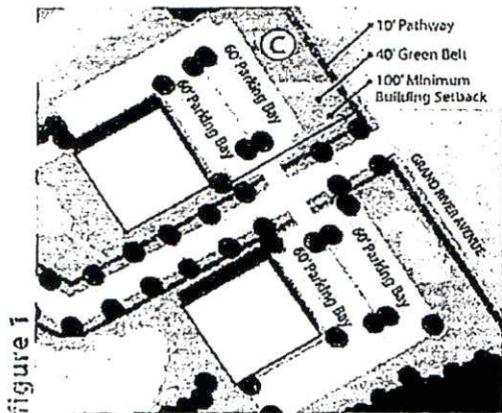
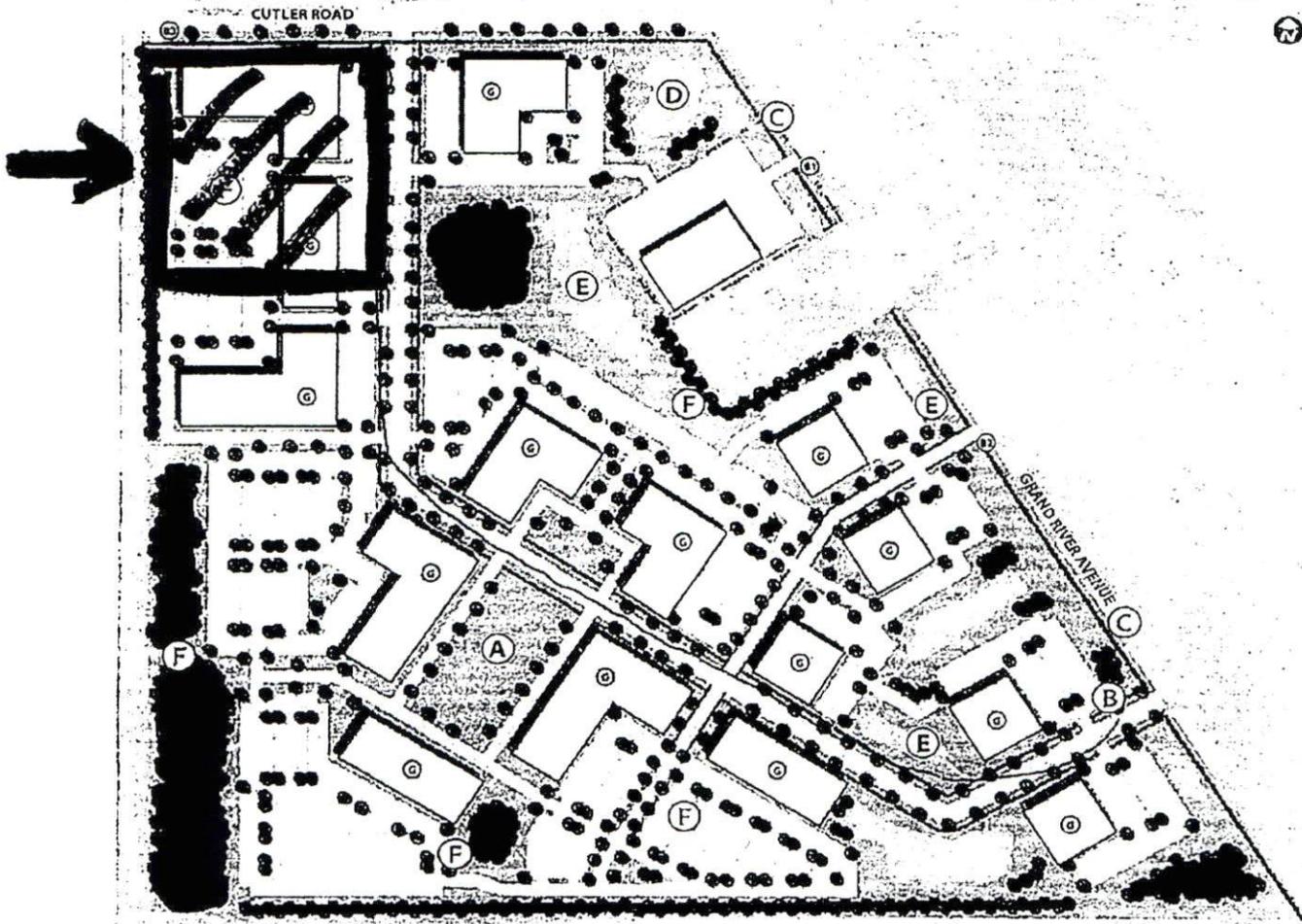


figure 1

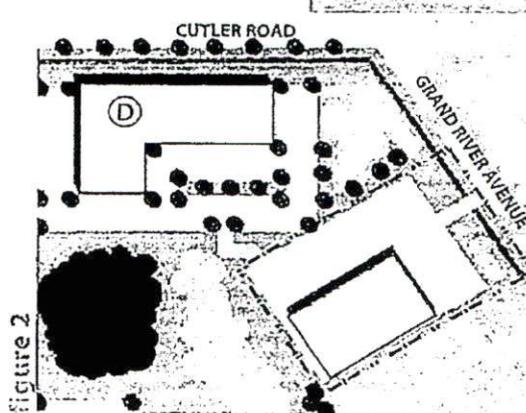


figure 2



**EXHIBIT D**  
**DECLARATION OF RESTRICTIONS**

01196:01826:3030658-1

## DECLARATION OF RESTRICTIONS

City of Portland, a Michigan municipal corporation, whose address is 259 Kent Street, Portland, Michigan 48875 ("Declarant"), is the fee owner of property located in the City of Portland, County of Ionia, State of Michigan, and more particularly described on Exhibit A attached hereto (the "Property"). Portland hereby makes the following declarations concerning the use and operators of the Property (the "Declarations"):

The declarations contained in this Declaration are based upon the following factual recitals:

A. Edward W. Sparrow Hospital Association, a Michigan nonprofit corporation, whose address is 1215 East Michigan Ave., Lansing, Michigan 48912 ("Sparrow"), has entered into a purchase agreement dated \_\_\_\_\_ (the "Agreement") to purchase a portion of the Property described on Exhibit B.

B. Sparrow has requested that a declaration of restrictions be recorded against the Property to limit the use and operators of the Property.

C. Declarant has elected to place certain restrictions on the Property pursuant to the terms of this Declaration.

Now, therefore, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions as set forth in this Declaration as follows:

1. Use Restriction. The Property, without the prior written consent of Sparrow, which consent may be withheld by Sparrow, in its sole discretion, shall not be used for any medically-related purposes, including, but not limited to, inpatient hospital services, outpatient hospital services, laboratory and X-ray services, skilled nursing facility services, family practice, urgent care facility, clinical services, physical therapy and related services, pharmacy, diagnostic, screening, preventive and rehabilitative services and any other medical care. Sparrow must approve or withhold written consent within thirty (30) days from the date of such written request by Declarant. Notwithstanding the foregoing, this restriction shall not apply to dentistry or governmental entities.

2. Operator Restriction. Without the prior written consent of Sparrow, which consent may be withheld by Sparrow, in its sole discretion, the Property may not be purchased,

leased, subleased, occupied, licensed or otherwise used by a competitor of Sparrow, which provides any medically related services. Whether another party is a competitor shall be determined by Sparrow, in Sparrow's sole discretion.

3. Right to Enforce Restrictions. The restrictions created herein are for the benefit of Sparrow, its successors and assigns and the City of Portland and are given the power and authority to enforce this Declaration in the manner herein provided. For a violation or a breach of any of the provisions hereof, Sparrow, its successors and assigns and the City of Portland shall have the right to proceed at law or in equity to compel compliance with the terms of this Declaration or to prevent their violation or breach and/or seek to obtain injunctive relief as provided by law. All costs and expenses, including court costs and expenses of litigation including attorneys' fees, incurred by the party enforcing these restrictions shall be recoverable by the enforcing party from any and all persons and entities violating the provisions of this Declaration. The failure to enforce or restrain the violation or breach of any provision herein contained shall in no way be deemed a waiver of the right to enforce or restrain such violation, breach, or any future violation or breach, or as a waiver of such provision.

4. Term of Restrictions. The term of this Declaration shall be for a period of fifty (50) years from the date of recording.

5. Waiver; Termination; Modificiation of Covenant.nation. The restrictions created herein may be waived, terminated or modified only in writing signed by Sparrow, its successor and assigns and the City of Portland and recorded with the Ionia County Register of Deeds.

6. Invalidation. Invalidation of any one of these declarations by judgment or court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

7. Running with the Land. The declarations in this Declaration are to run with the land and shall be binding on all parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictions as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF PORTLAND

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

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



## **EXHIBIT A**

Situated in the City of Portland, County of Ionia, State of Michigan, and more fully described as follows:

01196:01826:3020958-1

COMMISSION AGREEMENT- SALE

THIS COMMISSION AGREEMENT ("Commission Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Portland, their heirs and assigns, whose address is 259 Kent Street, Portland, Michigan 48875 ("Owner"), and Martin Commercial Properties, Inc., a Michigan corporation d/b/a CBRE|Martin, whose address is 1111 Michigan Avenue, Suite 300, East Lansing, Michigan 48823 ("Broker").

RECITALS

- A. Broker represents a certain prospect (set forth in Paragraph 6, below) that may have an interest in the purchase of the Property described below.
- B. Owner desires to sell the Property described below.
- C. Owner and Broker wish to enter into this Commission Agreement only for the prospect listed in Paragraph 6, below, or for such other prospects as may be later agreed to in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Property Defined. For purposes of this Commission Agreement, Property shall mean approximately 5 Acres of Vacant Land at the Northwest corner of Parcel 34-300-500-000-010-01, near Cutler Road and Grand River Avenue in Portland, Ionia County, Michigan ("Property"). See attached site plan.
- 2. Duties of Broker. Owner authorizes Broker to present for sale or trade the Property, whether improved or vacant, to the prospect listed in Paragraph 6, below. The sale price shall be as follows: Eighty-Seven Thousand One Hundred Twenty 00/100 (\$87,120.00) Dollars per net usable acre (\$2.00 per square foot) as determined by a new ALTA survey, or upon any other terms and conditions as Owner and Broker shall agree upon.
- 3. Commission. Owner shall pay Broker a commission for Broker's services as follows: Professional fee on any sale: six percent (6.0%) of the sale price or tax-deferred exchange price of the Property, which amount shall be paid in full at closing.
- 4. Potential Lease of Property. Intentionally Deleted.
- 5. Recovery of Commission. Owner acknowledges that broker may claim a lien upon the Property pursuant to PA 201 of 2010 to secure the payment of any commission earned under the terms of this agreement.
- 6. Prospect. The following is the prospect for which a commission shall be due upon the sale or lease of the Property: Edward W. Sparrow Hospital Association, a Michigan non-profit corporation
- 7. Commission Conditional. This is a commission agreement only. In case a transaction acceptable to the Owner or prospect is not consummated, Owner has no further obligation to Broker.
- 8. Term of Commission Agreement. This Commission Agreement shall be effective on the date stated above and shall terminate at 5:00 p.m., June 30, 2017.
- 9. Continuing Effect. Owner will pay the commission pursuant to Paragraph 3, if the Property is sold or exchanged to the prospect listed in Paragraph 6 or later identified and agreed to, in writing, signed by both parties within twelve (12) months of the expiration of this Agreement.
- 10. Applicable Law. This Commission Agreement and its validity, construction and performance shall be governed in all respects by the laws of the State of Michigan.
- 11. Discrimination. It is agreed by the Owner and Broker that as required by law, discrimination because of race, creed, color, national origin, sex, marital status, age, handicap, or against families with children by said parties in respect to the lease or sale of the subject property is prohibited.
- 12. Environmental. Owner has completed an environmental information disclosure statement to the best of Owner's knowledge for the subject property and a copy of which is attached hereto as Exhibit "A." Owner authorizes Broker to disclose such information to any potential Purchaser/Lessee of the Property, either directly or through any employee, agent or subagent of the Broker.
- 13. Integration. This Commission Agreement sets forth the entire agreement and understanding between the parties and supersedes all prior discussions, representations, amendments or understandings, of every kind and nature between them.
- 14. Default. If Owner enters into an agreement to sell, trade or lease and a transaction is not consummated due to Owner's refusal to perform, unless the agreement is conditional, then the full commission shall be due and payable to Broker upon such refusal. If a transaction is not consummated due to Purchaser's/Lessee's failure to perform and the deposit made is forfeited, Owner agrees that said deposit shall be first applied to reimburse Broker for all expenses incurred on the Owner's behalf and that one-half of the remainder of deposit (but in no event in excess of the full commission) shall be retained by Broker as payment in full for services rendered.

## SELLER/BUYER AGENCY DISCLOSURE

Approximately 5 Acres of Vacant Land at the Northwest corner of Parcel 34-300-500-000-010-01 near Cutler Road and Grand River Avenue in Portland, Ionia County, MI

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should, from the outset, understand who the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business relationship with the real estate agent and the Seller or Buyer.

### Duties of Seller's Agent

A real estate agent who has listed a Seller's property for sale acts as the agent for the Seller only and has a fiduciary duty of loyalty to the Seller. In practical terms, the Seller has hired the agent to sell their property and that agent should attempt to obtain for the Seller the most favorable sale price and terms. Although the Seller's agent has the fiduciary duty to the Seller, that agent is, by law, responsible to all prospective Buyers to treat them with honesty, fair dealing, and with good faith. A Seller's agent under a listing agreement with Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations: (To the Seller) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller; (To the Buyer and the Seller) (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the property that are not known to, or within the diligent attention and observation of, the parties.

### Duties of Buyer's Agent

A real estate agent can, with a Buyer's written consent, defining how the agent will be paid, agree to act as agent for the Buyer only. As agent working on behalf of the Buyer, the agent has a fiduciary duty of loyalty to the Buyer. In practical terms, that means the Buyer's agent is concerned with the Buyer's best interests in the transaction, including attempting to obtain for the Buyer the most favorable sale price and terms. A real estate agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive a commission from the Seller. An agent acting only for the Buyer has the following affirmative obligations: (To the Buyer) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller; (To the Buyer and the Seller) (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the value of property that are not known to or within the diligent attention and observation of the parties.

### Duties of Agent Representing Both Seller and Buyer

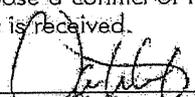
A real estate agent, either acting directly or through one or more associate licensees, may legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller and the Buyer; (b) Other duties to the Seller and the Buyer as stated above in their respective sections. In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

### Duties of Seller and Buyer

The above duties of real estate agents in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to exercise good business judgment in protecting their respective interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional attorney or accountant.

### Confirmation of Agency Disclosure

At the signing of this agreement, the following agency relationship is hereby confirmed for the transaction. Martin Commercial Properties, Inc., a Michigan Corporation, d/b/a CBRE | Martin is the agent of the Buyer. In the event Agent has previously entered into a relationship with regard to any property, tenant or property owner that would pose a conflict of interest, then Agent reserves the right to cancel this Agreement, unless the express written consent from both parties is received.

  
\_\_\_\_\_  
(Signature of Licensee)

### Acknowledgment

I/we acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship affirmed herein.

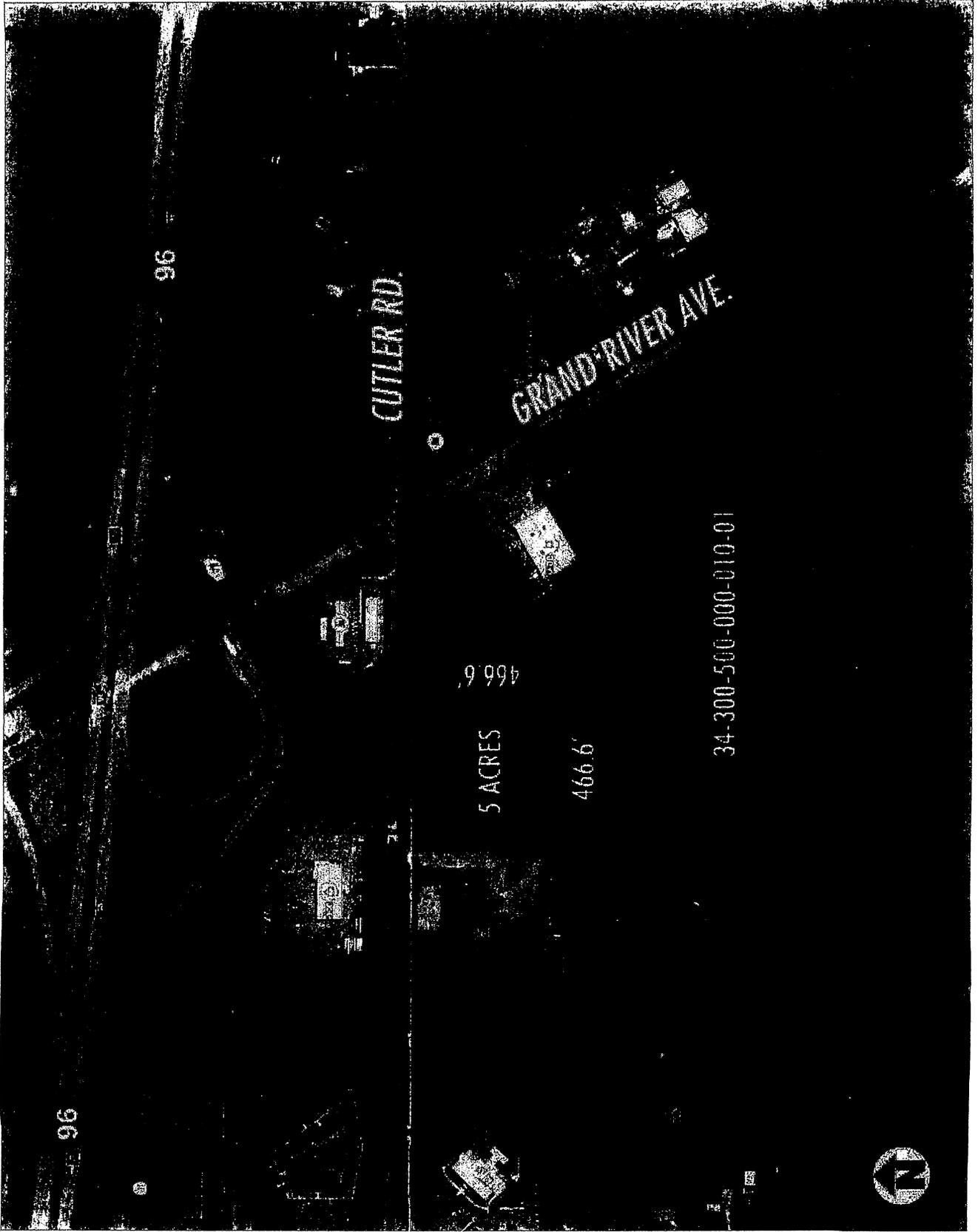
SELLER: CITY OF PORTLAND

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

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

Print: \_\_\_\_\_

PROPOSED SPARROW PARCEL / PORTLAND, MI



96

96

CUTLER RD.

GRAND RIVER AVE.

466.6'

5 ACRES

466.6'

34-300-500-000-010-01



**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-31**

**RESOLUTION TO AUTHORIZE ISSUANCE OF  
GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2017**

**WHEREAS**, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, (“Act 34”) the City of Portland (the “City”) has the authority to issue bonds to pay the costs of any capital improvement items; and

**WHEREAS**, the City desires to make certain capital improvements in the City, including, but not limited to the improving of and reconstruction of streets, including, but not limited to grading, removal of existing paving, base work, paving or repaving, milling, filling, pavement marking, crosswalks, curb and gutter, as well as all work necessary and incidental to these improvements (the “Improvements”); and

**WHEREAS**, the Improvements will enable the City to provide more efficient and better quality public services to City residents; and

**WHEREAS**, to finance the cost of making the Improvements the City Council deems it necessary to borrow a sum not to exceed \$1,920,000 and to issue its General Obligation Limited Tax Bonds, Series 2017 therefor pursuant to the provisions of Act 34.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** as follows:

1. NECESSITY. It is necessary for the public health, safety and welfare of the City to make the Improvements and issue bonds of the City, pursuant to Act 34, to finance construction of the Improvements.

2. ESTIMATED COST – PERIOD OF USEFULNESS. The total cost of the Improvements, including the payment of engineer’s fees, legal and financial expenses and other expenses incident to the financing of the Improvements, which is estimated to be approximately \$1,920,000 is hereby approved and confirmed, and the estimated period of usefulness of the Improvements is determined to be in excess of five (5) years.

3. ISSUANCE OF BONDS. To defray the cost of the Improvements, including legal, engineering, financial and other expenses, the City shall issue its bonds known as General Obligation Limited Tax Bonds, Series 2017 (the “Bonds”) in an aggregate principal sum not to

exceed \$1,920,000, as finally determined by the Authorized Officer (hereafter defined) at the time of sale. The balance of the cost of the Improvements, if any, shall be paid by funds appropriated by the City.

4. BOND TERMS. The Bonds shall be issued in fully registered form as to both principal and interest, in minimum denominations of \$100,000 each, or any multiple of \$1,000 above that amount or such other denominations approved by the Authorized Officer (“Authorized Denominations”). The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date approved by the Authorized Officer, and shall be payable serially or as term bonds on April 1 as determined by the Authorized Officer at the time of sale. The Bonds shall bear interest at a rate or rates determined by the Authorized Officer, payable semiannually on the first day of April and October of each year, commencing October 1, 2017. The Authorized Officer may determine or alter the terms of the Bonds within the parameters of this resolution as hereafter provided.

5. PAYMENT OF PRINCIPAL AND INTEREST. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of interest on the Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the fifteenth (15<sup>th</sup>) day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the City to conform to market practice.

6. PLEDGE OF LIMITED TAX, FULL FAITH AND CREDIT, GENERAL OBLIGATION. The City hereby pledges its limited tax, full faith and credit, general obligation for the prompt payment of the principal of and interest on the Bonds as and when due. Each year, the City shall be obligated, as a first budget obligation, to advance money from its Income Tax Fund and its General Fund to pay the principal of and interest on the Bonds as they become due. In the event there are insufficient moneys for the payment of principal of and interest on the Bonds, the City shall levy a tax on all taxable property in the City for the prompt payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable charter, constitutional and statutory limitations on the taxing power of the City.

7. PRIOR REDEMPTION.

(a) Mandatory Redemption. Principal designated as a term bond maturity shall be subject to mandatory redemption, in whole or in part, by lot, at par plus accrued interest, on the redemption dates and in the amounts determined by the Authorized Officer.

(b) Optional Redemption. The Bonds shall not be subject to optional redemption prior to maturity.

8. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a paying agent, which may also act as transfer agent and bond registrar (the "Paying Agent") and is authorized to remove the Paying Agent and appoint a successor Paying Agent. The initial Paying Agent shall be appointed by the Authorized Officer. In the event of a change in the Paying Agent, notice shall be given in writing, by mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) Book-Entry-Only. At the option of the initial purchaser of the Bonds, the Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee of the Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry-only form, in Authorized Denominations, and purchasers will not receive certificates representing their interest in Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. While the Bonds are held in book-entry-only form, then the Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only.

(c) Discontinuance of Book-Entry-Only. In the event the book-entry-only system is not selected or is discontinued, the following provisions would apply to the Bonds.

Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or his legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in Authorized Denominations, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent, acting as bond registrar, shall have no responsibility with respect to such transfers.

9. BOND FORM. The Bonds shall be substantially in the form attached hereto as Exhibit A, and incorporated herein, with such changes as are recommended by the City's Bond Counsel and approved by the officers of the City signing the Bonds, whose signature thereon shall be conclusive evidence of such approval.

10. EXECUTION OF BONDS. The Mayor or Mayor Pro-Tem and the Clerk or Deputy Clerk of the City are hereby authorized and directed to sign the Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Bonds shall be delivered to the purchaser thereof upon receipt of the purchase price in accordance with the terms of the offer to purchase the Bonds.

11. BONDS MUTILATED, LOST OR DESTROYED. If any Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and

deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

12. BOND PAYMENT FUND. For payment of principal of and interest on the Bonds, there shall be established and maintained a debt service fund for the Bonds (the "Bond Payment Fund"). The accrued interest, if any, and capitalized interest, if any, received at the time of delivery of the Bonds and such amount of any premium determined by the Authorized Officer shall be placed into the Bond Payment Fund. The City shall budget annually a sufficient amount to pay the annual principal of and interest on the Bonds and deposit such amount in the Bond Payment Fund as needed to make payments of principal and interest as they become due. The obligation of the City to pay the principal of and interest on the Bonds will be a first budget obligation. Moneys in the Bond Payment Fund shall be expended annually solely for payment of principal and interest on the Bonds which first come due. Any monies remaining in the Bond Payment Fund after the annual payments of principal of and interest on the Bonds shall be transferred to the General Fund or Income Tax Fund and shall no longer be pledged hereunder.

13. CONSTRUCTION FUND. Prior to delivery and sale of the Bonds, there shall be established a construction fund (the "Construction Fund"). After deducting the sums which are required to be deposited in the Bond Payment Fund, the balance of the proceeds of the Bonds shall be deposited into the Construction Fund. The moneys on deposit in the Construction Fund from time to time shall be used solely for the purpose for which the Bonds were issued. Any unexpended balance shall be used for such purposes as allowed by law. Any monies remaining in the Construction Fund after payment of all such costs shall be transferred to the Bond Payment Fund. After completion of the Improvements and disposition of any remaining bond proceeds, pursuant to the provisions of this Section, the Construction Fund shall be closed.

14. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the City as allowed by law, subject to the provisions of Act 34, Act 20, Public Acts of Michigan, 1943, as amended, or any statute subsequently adopted regulating investments by the City, and subject to the limitations imposed by arbitrage

regulations and Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (collectively the “Code”).

15. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Resolution may be kept in one or more accounts at financial institutions designated by resolution of the City, and if kept in one account, the monies shall be allocated on the books and records of the City in the manner and at the times provided in this Resolution.

16. ADDITIONAL BONDS. In accordance with the provisions of Act 34, the City reserves the right to issue additional bonds, which shall be of equal standing and priority with the Bonds.

17. CONTRACT WITH BONDHOLDERS. The provisions of this Resolution shall constitute a contract between the City and the holder or holders of the Bonds from time to time, and after the issuance of any of such Bonds, no change, variation or alteration of the provisions of this Resolution may be made which would lessen the security for the Bonds. The provisions of this Resolution shall be enforceable by appropriate proceedings taken by such holder or holders, either at law or in equity.

18. SALE OF BONDS. The City has caused a request for proposals to purchase the Bonds to be circulated and the Authorized Officer is authorized to select the financial institution to which the Bonds will be sold and to negotiate the sale of the Bonds to such financial institution (the “Purchaser”). The City Council determines that a negotiated sale is in the best interest of the City because a negotiated sale will provide the City with the most flexibility in pricing the Bonds and responding to market conditions while also saving on the costs of issuance for the Bonds.

19. AUTHORIZED OFFICER. Notwithstanding any other provision of this Resolution, the Mayor and the City Manager of the City, or either one of them acting alone (the “Authorized Officer”) are authorized within the limitations set forth below to determine the title of the Bonds, the interest rate or rates, maximum interest rate, amount of discount or premium, amount of maturities, principal amount, amount of good faith deposit, if any, denominations, dates of issuance, dates of maturities, interest payment dates, optional and mandatory redemption

rights, and term bond options. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

(a) The par amount of the Bonds shall not exceed \$1,920,000.

(b) The Bonds shall not be sold at a price that would make the interest cost on the money borrowed, after deducting any premium or adding any discount, exceed five percent (5%) per annum.

(c) The final maturity date of the Bonds shall not be later than five years from the date of issuance.

(d) The Bonds shall not be sold at a price of less than 100% of the par value of the Bonds, provided, however, the Authorized Officer is authorized to agree to such fees as may be included in the proposal of the Purchaser.

The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to: (a) negotiate the sale of the Bonds and enter into a Bond Purchase Agreement or otherwise award the sale of the Bonds; (b) retain on behalf of the City a Paying Agent; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

Approval by the City of the matters delegated in this section or any other sections may be evidenced by execution or approval of a sale order or such documents by the Authorized Officer. The Authorized Officer, together with the Clerk and the Treasurer or any one or more of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications including applications to the Michigan Department of Treasury (including an Application for State Treasurer's Approval to Issue Long-Term Securities, applications for waivers, and the submission of any supporting or related documents), any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations, and to pay any fees required by the State of Michigan.

20. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at

times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the bonds shall be deposited in trust, this Resolution shall be defeased and the owners of the bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

21. QUALIFIED TAX-EXEMPT OBLIGATION. The City reasonably anticipates that the amount of qualified tax-exempt obligations which will be issued by the City and all subordinate entities during the calendar year 2017 shall not exceed \$10,000,000. The City hereby designates the Bonds, in their total principal amount, as qualified tax-exempt obligations for purposes of Section 265(b)(3)(B) of the Code.

22. TAX COVENANT. The City covenants to comply with all requirements of the Code necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the City are authorized to do all things necessary (including the making of such covenants of the City as shall be appropriate) to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

23. APPOINTMENTS. The firm of Dickinson Wright PLLC is hereby approved as bond counsel to the City and Robert W. Baird & Co. is appointed as placement agent for the issuance of the Bonds.

24. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

25. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

26. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

27. CONFLICT. Except as provided above, all resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed; provided, that the foregoing shall not

operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

28. EFFECTIVE DATE OF RESOLUTION. This Resolution is determined by the City Council to be immediately necessary for the preservation of the peace, health and safety of the City and shall be in full force and effect from and after its passage.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** April 17, 2017

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

**CERTIFICATION**

I, Monique I. Miller, the duly qualified and acting Clerk of the City of Portland, Ionia County, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on April 17, 2017, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

**Dated:** April 17, 2017

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

**EXHIBIT A**

No. \_\_\_\_

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON EXEMPTIONS UNDER SUCH ACT. ANY RESALE OR OTHER TRANSFER OF THIS BOND MAY BE MADE ONLY UPON REGISTRATION UNDER SUCH ACT OR IN AN EXEMPT TRANSACTION UNDER SUCH ACT AND UPON COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF IONIA  
CITY OF PORTLAND  
GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2017**

<b><u>Interest Rate</u></b>	<b><u>Maturity Date</u></b>	<b><u>Date of Original Issue</u></b>	<b><u>CUSIP</u></b>
-----------------------------	-----------------------------	--------------------------------------	---------------------

April 1, \_\_\_\_\_

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Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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The City of Portland, Ionia County, Michigan (the "City"), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above or Redemption Date specified herein, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, payable on the first day of April and October of each year, beginning October 1, 2017.

This Bond is one of a total authorized issue of bonds of even date and like tenor except as to date of maturity, amount, and rate of interest, numbered in order of registration, aggregating the principal sum of \$\_\_\_\_\_, issued in accordance with the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34") and a resolution adopted by the City Council on April 17, 2017, for the purpose of paying a portion of the cost of purchasing, acquiring, constructing street improvements in the City (the "Improvements").

The City has pledged the limited tax, full faith, credit and resources of the City for the prompt payment of the principal of and interest on the Bonds, in which event the City may levy a tax on all taxable property in the City for the payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable charter, constitutional and statutory limitations on the taxing power of the City. The City reserves the right to issue additional bonds in accordance with the provisions of Act 34 which shall be of equal standing and priority with the Bonds.

The Treasurer of the City shall act as initial paying agent, transfer agent, and bond registrar (the "Paying Agent"). The City may hereafter designate (the "Paying Agent") by notice mailed to the Registered Owner not less than sixty (60) days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent. Payments of principal and interest shall be made to the Registered Owner by check, draft, wire transfer, preauthorized debit or such other manner of payment acceptable to the Registered Owner.

Bonds or portions of Bonds maturing on \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity in part, by lot, on each April 1, commencing \_\_\_\_\_ and will be redeemed at the par value thereof plus accrued interest to the redemption date on April 1 of each of the following years in the amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
------------------------	-------------------------

This Bond shall not be subject to optional redemption prior to maturity.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at his sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

The City has designated the Bonds of this series as "qualified tax exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Portland, Ionia County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and City Clerk, all as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
James E. Barnes, Mayor

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

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the City of Portland \$\_\_\_\_\_ General Obligation Limited Tax Bonds, Series 2017, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the City.

Authentication Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Kristina Kinde, Treasurer  
As Paying Agent/Bond Registrar/Transfer Agent

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

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

Signed: \_\_\_\_\_

In the presence of: \_\_\_\_\_

**Notice:** The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his City to act must accompany the bond.

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

Signature Guaranteed: \_\_\_\_\_

April 11, 2017

*Via Electronic Delivery*

City of Portland  
259 Kent Street  
Portland, Michigan 48875-1495

Ladies and Gentlemen:

We are thankful for the opportunity to serve as bond counsel to the City of Portland (the "Issuer"), and we look forward to the opportunity to work with you. The purpose of this letter is to set forth certain matters concerning the services we would perform as bond counsel in connection with the issuance of bonds (the "Bonds") by the Issuer for the purpose of paying the costs of improving and reconstructing streets. We understand that the Bonds are expected to be issued in the estimated principal amount of not to exceed \$1,920,000. We further understand that the Bonds will be sold to a bank through a direct placement with the BB&T.

#### SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer's consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing, and delivering the Bonds.
- (3) Analyze the Bonds and the Refunding for compliance with the requirements of the Internal Revenue Code and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bonds, including, without limitation, the resolution of the governing body of the Issuer authorizing the issuance of the Bonds and the order of the Issuer approving the sale of the Bonds and all necessary closing documents, and coordinating the authorization and execution of such documents.

City of Portland  
 April 11, 2017  
 Page 2

(5) Assist the Issuer in seeking from other governmental authorities (including, without limitation, the Michigan Department of Treasury) such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences, and bond closings as may be required.

(7) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(8) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Refunding or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (c) preparing blue sky or investment surveys with respect to the Bonds; (d) making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (e) assisting in the preparation or review of any other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such

City of Portland  
 April 11, 2017  
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document; (f) advice on post-closing tax issues (*e.g.*, our engagement does not include rebate calculations for the Bonds); and (g) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

### PROGRESSIVE RESPONSIBILITY

Our firm represents BB&T from time to time with respect to public lending transactions in Michigan unrelated to this project for the City of Portland. By copy of this letter, the Issuer approves our representation of the Issuer in this matter and waives any conflict of interest arising from our representation of BB&T in unrelated matters.

### FEES

We propose that our fee for performing the services set forth above shall be payable upon the delivery of the Bonds and shall be in an amount \$15,000, which includes our out-of-pocket disbursements for expenses incurred in performing the foregoing services. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bonds is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any client charges and out-of-pocket expenses we have incurred.

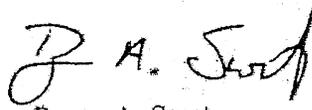
In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (8) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, make the required filing with the Michigan Department of Treasury, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

City of Portland  
April 11, 2017  
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If our employment on this basis is agreeable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,  
DICKINSON WRIGHT PLLC

  
Roger A. Swets

ACCEPTED:

CITY OF PORTLAND

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

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

Date: \_\_\_\_\_ 2017

RAS/jlm  
Enclosure

GRAPIDS 57672-4 450208v1

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ARIZONA      FLORIDA      KENTUCKY      MICHIGAN      NEVADA  
OHIO      TENNESSEE      TEXAS      TORONTO      WASHINGTON DC

April 11, 2017

City of Portland, Michigan  
Attention: Mr. S. Tutt Gorman, City Manager  
259 Kent Street  
Portland, Michigan 48875

Re. Placement Agent Engagement Letter

Dear Mr. Gorman:

On behalf of Robert W. Baird & Co. Incorporated ("Baird" or "we"), we wish to thank you for the opportunity to serve as placement agent for the City of Portland, Michigan (the "City" or "you"), on its proposed placement and issuance of approximately \$1,920,000 General Obligation Limited Tax Bonds, Series 2017 (the "Securities"). This letter will confirm the terms of our engagement as Placement Agent. It is anticipated that the Securities will be sold directly by the City to one investor in a direct placement.

1. Services to be Provided by Baird. Baird is hereby engaged to serve as placement agent for the proposed placement and issuance of the Securities, and in such capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the placement and the Securities
- Assist in the preparation of the private placement memorandum and/or other disclosure documents
- Identify and contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Securities are to be rated, assist in preparing materials to be provided to securities ratings agency or agencies and in developing strategies for meetings with the rating agencies
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility, if any
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary placement agent services as may be requested by the City

2. Disclosures Concerning Baird's Role as Placement Agent as Required by MSRB Rule G-23 and G-17: At the City's request, Baird may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Please note that Baird would be providing such advisory services in its capacity as placement agent and not as a municipal advisor or financial advisor to the City. As placement agent, Baird's primary role is to arrange for the placement of the Securities in an arm's length commercial transaction between the City and Baird. Baird has financial and other interests that differ from those of the City. Unlike a municipal advisor, Baird as placement agent does not have a fiduciary duty to the City under the federal securities law and is therefore not required by federal law to act in the best interest of the City without regard to its own financial or other interests. As part of its services, Baird will review the private placement memorandum and/or other disclosure document (if any) applicable to the placement of the Securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the Securities.

As placement agent, Baird will not be required to purchase the Securities or to find one or more buyers of the Securities, but rather to use its reasonable best efforts to arrange for the sale of the Securities to one or more buyers. If all of the conditions to its obligations for the placement of any Securities have been satisfied, Baird as placement agent has a duty to arrange for the placement of the Securities at a fair and reasonable price to the City but must balance that duty with its duty to arrange for the sale of the Securities to investors at prices that are fair and reasonable.

The City will voluntarily submit information about the transaction through EMMA's continuing disclosure service, located in the voluntary continuing disclosure category of "Financial/Operating Data – Investment/Debt/Financial Policy," which information should (if applicable) provide details regarding the amount of debt being issued and its impact on the debt position, the purpose of the debt and use of proceeds, source of repayment, payment dates, interest rate, maturity and amortization of the debt, covenants, prepayment terms, events of default and remedies, acceleration events, other material terms, evidence of compliance with additional debt test, ratings, CUSIP number, transfer and redistribution rights and financial reporting requirements.

3. Fees and Expenses; Conflicts of Interest. Baird's placement agent fee shall be \$12,750, plus reimbursement for the MAC fee. The placement agent fee will be contingent upon the closing of the placement of the Securities and the amount of the fee will be based on the principal or par amount of the Securities issued. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the placement agent may have an incentive to recommend to the City a transaction that is unnecessary or to recommend that the size of the transaction be larger than necessary. Other firms who provide services in connection with the proposed placement may also have fees that are contingent on the closing of the placement of the Securities.

In addition to the placement agent fee, the City shall be responsible for paying or reimbursing Baird for all other costs of issuance, including without limitation, bond counsel, placement agent's counsel (if any) and rating agency fees and expenses, and all other expenses incident to the performance of the City's obligations under the proposed placement.

Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the City, certain City officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for the City and expects to serve in such capacities in the future. Baird may also be engaged from time to time by the City to manage investments for the City (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the City (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the City (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the City and/or persons and entities with relationships with the City. Spouses and other family members of Baird associates may be employed by the City.

Baird has not identified any additional potential or actual material conflicts that require disclosure. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the placement of the Securities. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party.

5. Limitation of Liability. The City agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the City for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Michigan. This Engagement Letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This Engagement Letter may not be assigned by either party without the prior written consent of the other party. The City acknowledges that Baird may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Baird's role in it on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the offering. The City also agrees that Baird may use the City's name and logo or official seal for these purposes.



7. Disclosures of Material Financial Characteristics and Material Financial Risks.

Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

If there is any aspect of this Engagement Letter that you believe requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the City by contract with us, and that you are not a party to any conflict of interest relating to the proposed placement and issuance of the Securities. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this Engagement Letter.

Again, we thank you for the opportunity to assist you with your proposed placement and issuance of the Securities and the confidence you have placed in us.

Very truly yours,

**ROBERT W. BAIRD & CO. INCORPORATED**

A handwritten signature in black ink, appearing to be "R. Baird", is written over a horizontal line.

By: \_\_\_\_\_  
Managing Director

Accepted this \_\_\_ day of April, 2017

**CITY OF PORTLAND, MICHIGAN**

By: \_\_\_\_\_  
Title: City Manager

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-32**

**A RESOLUTION TO SCHEDULE A SPECIAL MEETING OF THE CITY COUNCIL FOR A BUDGET WORKSHOP**

**WHEREAS**, the City Manager is requesting that the City Council schedule a Special Meeting for a Budget Workshop at 5:30 P.M. on Thursday, April 20, 2017.

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

1. The Portland City Council approves scheduling a Special Meeting for a Budget Workshop to be held Thursday, April 20, 2017 at 5:30 P.M.
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:** April 17, 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. 17-33**

**A RESOLUTION SETTING A PUBLIC HEARING ON THE BUDGET  
PROPOSED FOR FISCAL YEAR 2017-2018**

**WHEREAS**, the City Manager recommends that the City Council schedule a Public Hearing on the Budget proposed for Fiscal Year 2017-2018 on May 1, 2017 at 7:00 P.M. and direct the City Clerk to publish a notice of the hearing at least one week prior to the hearing to comply with the requirements of State Law and the City Charter.

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

1. The City Council approves the scheduling of a public hearing for the 2017-2018 budget on Monday, May 1, 2017 at 7:00 P.M. and directs the City Clerk to publish a notice of the hearing at least one week prior to the hearing to comply with the requirements of State Law and the City Charter.
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:** April 17, 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. 17-34**

**A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE  
MAYOR AND CLERK TO SIGN A LICENSE AGREEMENT WITH THE  
FRIENDS OF THE RED MILL**

**WHEREAS**, the City owns certain property located at the corner of Water Street and Plant Street near 450 Water Street, Portland, Michigan 48875 and shown on the attached Exhibit A (the "Property"). This area is approximately .6 acres northwest of the Red Mill overflow parking area; and

**WHEREAS**, the Friends of the Red Mill are seeking approval to plant wildflowers in the vacant area outlined and depicted on the attached Exhibit A; and

**WHEREAS**, the Parks and Recreation Board met on April 17, 2017 and approved the request from the Friends of the Red Mill to plant wildflowers on the area depicted on Exhibit A and recommend that City Council approve same contingent upon the terms and conditions set forth in the License Agreement, attached as Exhibit B.

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

1. The Portland City Council approves, authorizes and directs the Mayor and Clerk to sign a License Agreement with the Friends of the Red Mill, 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:** April 17, 2017

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



## LICENSE AGREEMENT

This License Agreement is made as of \_\_\_\_\_, 2017, between the City of Portland, a Michigan municipal corporation, the principal business address of which is 259 Kent Street, Portland, MI 48875 (the "City"), and the Friends of the Red Mill (the "Licensee").

### RECITALS

- A. The City owns property located at the corner of Water Street and Plant Street (the "Property").
- B. The Licensee desires to plant and maintain a wildflower meadow on a portion of the Property, in accordance with the plans, specifications and timetable provided in the proposal attached as Exhibit A. The City, based on recommendation from the Parks Board, may amend the terms of this proposal at any time for any reason with or without notice.
- C. The City wishes to accommodate the Licensee's request in accordance with the terms and conditions of this Agreement.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

- 1. License. The City licenses to the Licensee those portions of the Property designated on the drawing included within the attached Exhibit A (the "Licensed Area") for its use in planting and maintaining wildflowers as specified within the attached Exhibit A, subject to the terms and conditions of this Agreement, and for no other purpose.
- 2. Term. The term of the license shall commence upon the date of this Agreement and continue until \_\_\_\_\_, 2020, or until terminated as provided in this Agreement, whichever first occurs.
- 3. Consideration. The Licensee shall, without cost to the City, plant and maintain the wildflowers as specified in the attached Exhibit A and as necessary to reasonably ensure their general appearance during the term of this Agreement.
- 4. Requirements of the Licensee. This license is subject to the following terms and conditions:
  - (a) The Licensee accepts the Portland Red Mill pavilion property "AS IS" and with all faults.
  - (b) Use of the Property shall not interfere with pedestrian traffic or use of the remaining portions of the property.
- 5. Assignment or Use by Others Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement without the City Council's prior written consent.
- 6. Property Rights. This license does not grant or convey to the Licensee any rights, title, or interest in the Portland Red Mill pavilion property. The City retains all of its property rights.
- 7. Indemnification. The Licensee hereby assumes any and all risk of harm that may arise out of use of the Portland Red Mill pavilion property under this Agreement and hereby releases the City, and each of its officers, employees, agents and assigns, from any and all liability that may

arise out of such use. The Licensee acknowledges and agrees that the Property is an unattended facility and that the City will not provide supervision, instruction, or assistance for its use.

8. Termination. The license granted pursuant to this Agreement is terminable at the will of either the City or the Licensee upon 30 days written notice.

9. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have caused this Agreement to be executed as of the date first above written.

CITY OF PORTLAND

FRIENDS OF THE RED MILL

By: \_\_\_\_\_  
James E. Barnes, Mayor

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

By: \_\_\_\_\_  
Monique I. Miller, Clerk

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

Date signed: \_\_\_\_\_, 2017

Date signed: \_\_\_\_\_, 2017

## **Portland Red Mill/Pavilion Site Wildflower Meadow Planting and Two-Year Management Program Approval Request**

March 30, 2017

Friends of the Red Mill is seeking approval for a project to plant a vacant area near the Red Mill with a wildflower meadow. This project has been presented to the Parks & Recreation Committee in February and March for input and recommendations. We now have a formal proposal from Michigan Wildflower Farm to present for approval. The growing season has started so we respectfully request April approval.

**Funding:** Friends of the Red Mill will fund the entire project through 2019. Michigan Wildflower Farm will be contracted to manage and complete the project upon project approval.

**Location:** Approximately .6 acre NW of the Red Mill overflow parking area. See attachment 1, drawing. The plot design is for self or minimal ongoing maintenance and includes consultation with the city for regulations such as how near the plantings can come to paved pathways. This area is currently maintained by the City.

### **Timetable:**

- 2017 First Quarter –Project presentation and approval
- 2017 Late First Quarter -Site Preparation
- 2018 – First Quarter - Seeding of .6 acre
- 2018 - Manage first growing
- 2019 - Manage second growing including preparation for minimal ongoing maintenance.

**Ongoing Maintenance:** Beginning year 4, 2020, maintenance will be turned over to the city. The site will be established and require only minimal routine maintenance. Currently the City mows the entire area throughout the growing season. Recommended ongoing maintenance schedule:

- Every 2-3 years an early spring burn off supervised by fire department.

- Yearly early spring high mowing of entire area.

- Yearly supervised weeding mid-season (late June/early July). This requirement will gradually lessen.

- Monthly mowing of any pathways included in the design.

- No irrigation needs are anticipated.

Starting year four, Friends of the Red Mill will seek volunteer help and explore funding options for ongoing maintenance as requested.

For questions please contact: Marietta Leatherman 517-285-6278



# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, April 3, 2017

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Baldyga and Johnston; City Finance Officer Kinde; Police Chief Kirk

Absent: Council Member Fitzsimmons

Guests: Kathy Parsons; 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.

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

Yeas: VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Motion by VanSlambrouck, supported by Baldyga, to excuse the absence of Council Member Fitzsimmons.

Yeas: VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Under New Business, the Council considered Resolution 17-28 to approve participation in the State Bid process through the MiDEAL program for Winter Road Salt for the Fiscal Year 2017-2018. Participation in the program provides competitive pricing, guarantees the City's order quantity, provides additional product should the City exhaust its supply, and only requires the City to accept 70% of its seasonal backup commitment. City Manager Gorman and the DPW Foreman recommend using the MiDEAL program to submit a requisition for 100 tons of road salt for early delivery and 300 tons for the seasonal backup.

Motion by Baldyga, supported by Johnston, to approve Resolution 17-28 approving participation in the state bid process for winter road salt for 2017-2018.

Yeas: Baldyga, Johnston, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 17-29 to approve Michigan Pavement Markings LLC's bid for 2017 street painting in the amount of \$11,709.50.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 17-29 approving Michigan Pavement Markings LLC’s bid for 2017 street painting.

Yeas: VanSlambrouck, Johnston, Baldyga, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Motion by VanSlambrouck, supported by Baldyga, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on March 20, 2017, payment of invoices in the amount of \$51,891.09 and payroll in the amount of \$101,303.47 for a total of \$153,194.56. A purchase order to Hammond Farms in the amount of \$6,500.00 to grand and haul the brush/compost pile was also included.

Yeas: VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Under Council Comments, Mayor Pro-Tem VanSlambrouck provided an update on information he learned at the MML Conference he attended in Lansing. Information regarding DDA reporting, daylight savings time, revenue sharing, and medical marijuana.

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

Yeas: Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Meeting adjourned at 7:17 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the April 3, 2017 City Council Meeting**

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

**Present** – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Baldyga and Johnston; City Finance Officer Kinde; Police Chief Kirk

**Absent** – Council Member Fitzsimmons

**Approval of Resolution 17-28** approving participation in the state bid process for winter road salt for 2017-2018.

All in favor. Adopted.

**Approval of Resolution 17-29** approving Michigan Pavement Markings LLC's bid for 2017 street painting.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:17 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
UNITED STATES POSTAL SERVICE	00463	POSTAGE- ELC, WTR, WASTEWATER, GENERAL	880.50
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	607.57
APEX SOFTWARE	00876	APEX SKETCHING SOFTWARE - ASESSING	235.00
B&W AUTO SUPPLY, INC.	00030	PARTS, SUPPLIES - AMB, ELEC, MTR POOL	594.89
BADER & SONS CO.	00031	ELBOW FITTINGS - MTR POOL	46.80
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMBULANCE	18.38
BOUND TREE MEDICAL LLC.	01543	PANTS - AMBULANCE	87.58
CENTURYLINK	01567	PHONE SERVICE - VARIOUS DEPTS	6.03
CHROUCH COMMUNICATION, INC.	00082	RADIO PROGRAMMING - AMBULANCE	270.00
CLARK HILL PLC	01422	LEGAL SERVICES - ECON DEV	216.00
CINTAS-725	00083	UNIFORM AND RUG CLEANING - VARIOUS DEPTS	907.38
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	421.54
CULLIGAN	02130	WATER - CITY HALL	7.00
ELHORN ENGINEERING	00139	EL-CHLOR CARBOY - WATER	493.95
ETNA SUPPLY COMPANY	00146	METER RESETTER - WATER	460.00
FARABEE MECHANICAL, INC.	00148	MAINTENANCE ON THREE GENERATING UNITS - ELECTR	16,969.00
ENVIRONMENTAL PRODUCTS & ACCESS	LL02433	CONCAVE BLADE, CARBIDE TIP - WASTE WTR	350.57
ENVIRONMENTAL PRODUCTS & ACCESS	LL02433	CUTTER CONCAVE BLADE - WASTE WTR	115.80
FIRST ADVANTAGE LNS OCC. HEATH	SOL01915	CLINIC COLLECTION /SITE FEES - ELECTRIC	107.51
FLAGS UNLIMITED LTD	00988	USA FLAGS - COMM PROMO	64.90
FLEIS & VANDENBRINK	00153	PARK CIP, REST AREA PUMP STATION - PARKS, WW	211.50
FP MAILING SOLUTIONS	01758	POSTAGE RESET - GENERAL	12.00
GRAINGER, INC.	00172	ABSORBENT ROLL - WASTE WTR	288.85
GRAINGER, INC.	00172	LAWN RAKE - MAJ STS	55.40
GRANGER CONTAINER SERVICE	00175	REFUSE - WW	152.58
GRANGER CONTAINER SERVICE	00175	REFUSE - POLICE, FIRE, ELECTRIC	152.58
GRANGER CONTAINER SERVICE	00175	RECYCLING - REFUSE	3,414.20
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - CEM, PARKS, MTR POOL	374.26
HYDROCORP	02340	INSPECTION & REPORTING SERVICES - WTR	380.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
INSOURCE SOLUTIONS GROUP INC.	01813	E-FILED RETURNS - INCOME TAX	32.00
I.T. RIGHT	02440	I.T. SERVICES - POLICE	655.00
KEUSCH SUPER SERVICE	00228	STARTER ASSEMBLY - ELECTRIC	263.49
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - MTR POOL	15.00
LANSING UNIFORM COMPANY	00962	UNIFORMS - POLICE	399.60
LANSING UNIFORM COMPANY	00962	UNIFORMS - POLICE	264.75
LANSING UNIFORM COMPANY	00962	SHIRTS - POLICE	38.95
MCFADDEN LAW OFFICE PLLC	02299	LEGAL SERVICES - POLICE	115.00
MHR BILLING	01780	BILLING FOR MARCH - AMBULANCE	1,188.00
MICHIGAN.COM	02336	LEGAL NOTICES - GEN, CODE	456.28
MICHIGAN ELECTION RESOURCES	00278	QVF VOTER ID CARD - TINT 1 POLL - ELECTIONS	59.61
MIRECS	01928	DUES - ELECTRIC	80.58
MORTON SALT INC.	02436	SALT - MAJ STS, LOC STS	5,278.43
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	1,345.00
MUNICIPAL SUPPLY CO.	00324	RED MARKING PAINT - ELECTRIC	96.00
MUNICIPAL SUPPLY CO.	00324	METER COUPLING - WATER	29.32
MUNICIPAL SUPPLY CO.	00324	HORNET SPRAY - MTR POOL	72.00
NORTH GRAND RIVER COOP, INC.	00335	LINES FOR EMS - AMBULANCE	328.70
PLEUNE SERVICE COMPANY INC.	00741	QUARTERLY LABOR & PARTS - CITY HALL	779.00
PLEUNE SERVICE COMPANY INC.	00741	REPARIS - ELECTRIC	330.00
PLEUNE SERVICE COMPANY INC.	00741	SERVICE HVAC - ELECTRIC	513.00
PLEUNE SERVICE COMPANY INC.	00741	SERVICE HVAC - ELECTRIC	372.00
PLEUNE SERVICE COMPANY INC.	00741	REPAIRS - ELECTRIC	325.00
POWER LINE SUPPLY COMPANY	00389	TESTING GLOVES AND SLEEVES - ELECTRIC	151.50
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - MTR POOL	243.20
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - AMBULANCE	282.80
RESCO	00392	CABINETS AND GROUND SLEEVES - ELECTRIC	3,960.00
RURAL GAS & APPLIANCE	00398	POWERS PARK GAS - PARKS	134.00
ANTHONY SMITH	02449	CLOTHING ALLOWANCE - WASTE WTR	200.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
TOM'S FOOD CENTER	00452	PARTS, SUPPLIES - VARIOUS DEPTS	280.11
USA BLUEBOOK	01850	WOODS 7E COUPLING INSERT - WASTE WTR	107.29
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA FACTOR - ELECTRIC	225.00
USA BLUEBOOK	01850	SUPPLIES - WASTE WTR	53.38
UTILITY SERVICE CO. INC.	02133	SOUTH TANK QUARTERLY MAINT - WATER	11,030.55
UTILITY SERVICE CO. INC.	02133	HILL ST TANK QUARTERLY MAINT CONTRACT - WATER	4,386.08
VERIZON WIRELESS	00470	CELL PHONES - VARIOUS DEPTS	314.09
WEST MI CRIMINAL JUSTICE TRAINING MISC		DEFENSIVE DRIVING - POLICE	75.00
CONSUMERS ENERGY	00095	GAS SERVICE - VARIOUS DEPTS	2,271.05
Total:			\$64,652.53

**BI-WEEKLY  
WAGE REPORT  
April 10, 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.	8,429.75	180,739.45	3,636.93	64,728.06	12,066.68	245,467.51
ASSESSOR	1,051.20	23,021.77	80.94	1,770.80	1,132.14	24,792.57
CEMETERY	1,103.07	50,555.14	1,093.67	21,745.14	2,196.74	72,300.28
POLICE	13,457.05	333,262.35	5,078.29	101,323.43	18,535.34	434,585.78
CODE ENFORCEMENT	610.19	14,884.14	643.30	7,105.83	1,253.49	21,989.97
PARKS	1,103.79	48,811.46	1,141.09	14,956.21	2,244.88	63,767.67
INCOME TAX	1,763.39	40,302.56	2,251.38	29,464.73	4,014.77	69,767.29
MAJOR STREETS	2,866.51	70,738.58	2,715.85	46,882.87	5,582.36	117,621.45
LOCAL STREETS	8,312.07	66,165.95	5,750.31	38,991.20	14,062.38	105,157.15
RECREATION	799.41	22,966.83	854.02	10,390.55	1,653.43	33,357.38
AMBULANCE	11,340.37	241,063.24	4,116.51	58,973.79	15,456.88	300,037.03
DDA	1,600.00	29,601.64	122.70	10,813.45	1,722.70	40,415.09
ELECTRIC	15,592.95	378,889.28	16,431.43	206,072.43	32,024.38	584,961.71
WASTEWATER	7,449.41	206,328.14	8,044.74	127,387.14	15,494.15	333,715.28
WATER	4,475.26	103,431.67	3,191.36	51,334.00	7,666.62	154,765.67
MOTOR POOL	1,658.13	53,766.45	1,979.04	33,105.31	3,637.17	86,871.76
TOTALS:	81,612.55	1,864,528.65	57,131.56	825,044.94	138,744.11	2,689,573.59



User: KRISTINA

PERIOD ENDING 03/31/2017

DB: Portland

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
		AMENDED BUDGET	03/31/2017 NORMAL (ABNORMAL)	MONTH 03/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
<b>Fund 101 - GENERAL FUND</b>						
<b>Revenues</b>						
101-000-402.000	REAL PROPERTY TAXES	1,005,336.00	975,737.55	3,554.02	29,598.45	97.06
101-000-428.000	PILOT-GOLDEN BRIDGE MANOR	1,200.00	1,625.18	0.00	(425.18)	135.43
101-000-445.000	PENALTY & INTEREST	4,500.00	2,734.60	468.14	1,765.40	60.77
101-000-445.022	1994A SPEC ASSESS - INTEREST	0.00	16.45	0.00	(16.45)	100.00
101-000-447.000	TAX COLLECTION FEES	43,000.00	40,491.97	2,290.75	2,508.03	94.17
101-000-448.000	SPECIAL ASSESSMENT FEES	0.00	26.36	0.00	(26.36)	100.00
101-000-451.000	BUSINESS PERMITS	200.00	100.00	0.00	100.00	50.00
101-000-453.000	CABLE TV FEES	30,000.00	22,604.88	0.00	7,395.12	75.35
101-000-455.000	TRAILER FEES	1,500.00	333.00	39.00	1,167.00	22.20
101-000-476.000	NON-BUSINESS PERMITS	0.00	891.00	(32.00)	(891.00)	100.00
101-000-490.000	PREPAID UTILITY BILLS-EL,WA,WW	0.00	0.01	0.00	(0.01)	100.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	900.00	613.50	0.00	286.50	68.17
101-000-570.000	LIQUOR FEES	3,100.00	3,181.20	0.00	(81.20)	102.62
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	15,856.00	74,442.18	0.00	(58,586.18)	469.49
101-000-575.000	REVENUE SHARING-CONST SALES	307,996.00	207,550.00	0.00	100,446.00	67.39
101-000-576.000	REVENUE SHARING-STAT SALES	106,226.00	70,844.00	0.00	35,382.00	66.69
101-000-577.000	CONTRIBUTION FROM STATE -GRANT	5,000.00	5,000.00	0.00	0.00	100.00
101-000-620.000	PBT TESTING FEES	5,000.00	3,232.00	240.00	1,768.00	64.64
101-000-623.000	TRANSCRIPT FEES	1,000.00	1,239.12	140.02	(239.12)	123.91
101-000-624.000	MISCELLANEOUS FEES	200.00	26.53	1.00	173.47	13.27
101-000-628.000	ADMINISTRATIVE CHARGES	318,857.00	239,283.00	26,587.00	79,574.00	75.04
101-000-630.000	CEMETERY LOT SALES	3,500.00	(637.50)	0.00	4,137.50	(18.21)
101-000-633.000	CEMETERY CARE FEES	4,000.00	3,547.80	100.80	452.20	88.70
101-000-634.000	GRAVE OPENING FEES	10,000.00	4,680.00	250.00	5,320.00	46.80
101-000-656.000	DISTRICT COURT FINES	10,000.00	8,883.01	699.35	1,116.99	88.83
101-000-661.000	PARKING FINES	2,400.00	2,145.00	385.00	255.00	89.38
101-000-662.000	DRUG FORFEITURE MONEY	1,000.00	23,545.92	0.00	(22,545.92)	2,354.59
101-000-663.000	MISCELLANEOUS FINES	1,500.00	1,957.00	192.00	(457.00)	130.47
101-000-664.000	SEX OFFENDER REGISTRATION FEES	0.00	50.00	0.00	(50.00)	100.00
101-000-665.000	INTEREST INCOME	100.00	0.00	0.00	100.00	0.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	200.00	0.00	0.00	200.00	0.00
101-000-667.000	RENTAL INCOME	1,000.00	875.00	175.00	125.00	87.50
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	8,000.00	8,000.00	(8,000.00)	100.00
101-000-676.003	DONATIONS-DOG PARK	1,100.00	1,381.38	0.00	(281.38)	125.58
101-000-676.006	DONATION - PARKS	1,500.00	0.00	0.00	1,500.00	0.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	750.00	0.00	0.00	750.00	0.00
101-000-678.002	REIMBURSEMENTS-AMBULANCE COLL.	0.00	598.60	0.00	(598.60)	100.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	6,500.00	1,147.67	0.00	5,352.33	17.66
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	14,146.00	27,331.99	1,813.19	(13,185.99)	193.21
101-000-678.007	REIMBURSEMENTS-PAMA	1,250.00	1,520.40	0.00	(270.40)	121.63
101-000-683.022	1994A SPEC ASSESS - PRINCIPAL	0.00	200.03	0.00	(200.03)	100.00
101-000-694.000	SALE OF LAND	10,565.00	10,565.00	0.00	0.00	100.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	50,037.00	0.00	0.00	50,037.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	0.00	0.00	32,009.00	0.00
<b>TOTAL REVENUES</b>		<b>2,033,192.00</b>	<b>1,745,763.83</b>	<b>44,903.27</b>	<b>287,428.17</b>	<b>85.86</b>
<b>Expenditures</b>						
100	COUNCIL	142,968.00	79,684.30	1,026.63	63,283.70	55.74
101	COMMUNITY PROMOTIONS	278,631.00	197,463.16	4,580.19	81,167.84	70.87
172	CITY MANAGER	137,729.00	88,128.34	9,384.19	49,600.66	63.99
191	ELECTIONS	9,756.00	4,531.95	116.67	5,224.05	46.45
201	GENERAL ADMINISTRATION	324,346.00	231,032.45	16,831.97	93,313.55	71.23
209	ASSESSING	42,243.00	26,013.12	2,386.56	16,229.88	61.58

User: KRISTINA

DB: Portland

PERIOD ENDING 03/31/2017

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2017 NORMAL (ABNORMAL)	MONTH 03/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
265	CITY HALL	68,969.00	42,925.65	4,803.26	26,043.35	62.24
276	CEMETERY	132,670.00	85,595.00	5,498.19	47,075.00	64.52
301	POLICE	692,807.00	486,478.68	46,250.53	206,328.32	70.22
371	CODE ENFORCEMENT	45,374.00	22,330.78	2,234.02	23,043.22	49.21
728	ECONOMIC DEVELOPMENT	6,460.00	16,747.26	338.74	(10,287.26)	259.25
751	PARKS	158,742.00	111,661.71	7,225.61	47,080.29	70.34
TOTAL EXPENDITURES		2,040,695.00	1,392,592.40	100,676.56	648,102.60	68.24
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		2,033,192.00	1,745,763.83	44,903.27	287,428.17	85.86
TOTAL EXPENDITURES		2,040,695.00	1,392,592.40	100,676.56	648,102.60	68.24
NET OF REVENUES & EXPENDITURES		(7,503.00)	353,171.43	(55,773.29)	(360,674.43)	4,707.07

User: KRISTINA

PERIOD ENDING 03/31/2017

DB: Portland

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 03/31/2017	BALANCE	
			03/31/2017	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
TOTAL REVENUES		695,550.00	491,815.19	60,453.97	203,734.81	70.71
TOTAL EXPENDITURES		1,297,455.00	1,084,869.12	26,067.35	212,585.88	83.62
NET OF REVENUES & EXPENDITURES		(601,905.00)	(593,053.93)	34,386.62	(8,851.07)	98.53
Fund 150 - CEMETERY PERPETUAL CARE FUND						
Fund 150 - CEMETERY PERPETUAL CARE FUND:						
TOTAL REVENUES		2,500.00	275.00	0.00	2,225.00	11.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		2,500.00	275.00	0.00	2,225.00	11.00
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		956,770.00	867,105.97	238.50	89,664.03	90.63
TOTAL EXPENDITURES		1,018,338.00	805,239.82	24,864.54	213,098.18	79.07
NET OF REVENUES & EXPENDITURES		(61,568.00)	61,866.15	(24,626.04)	(123,434.15)	100.48
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		163,007.00	130,774.75	441.47	32,232.25	80.23
TOTAL EXPENDITURES		243,719.00	143,134.29	18,993.00	100,584.71	58.73
NET OF REVENUES & EXPENDITURES		(80,712.00)	(12,359.54)	(18,551.53)	(68,352.46)	15.31
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
TOTAL REVENUES		126,450.00	64,827.92	7,048.85	61,622.08	51.27
TOTAL EXPENDITURES		87,706.00	72,356.34	6,563.81	15,349.66	82.50
NET OF REVENUES & EXPENDITURES		38,744.00	(7,528.42)	485.04	46,272.42	19.43
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
TOTAL REVENUES		521,781.00	433,939.88	45,540.79	87,841.12	83.17
TOTAL EXPENDITURES		515,869.00	402,620.90	38,245.20	113,248.10	78.05
NET OF REVENUES & EXPENDITURES		5,912.00	31,318.98	7,295.59	(25,406.98)	529.75
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
TOTAL REVENUES		287,115.00	272,323.42	0.00	14,791.58	94.85
TOTAL EXPENDITURES		396,039.00	313,550.24	6,947.69	82,488.76	79.17
NET OF REVENUES & EXPENDITURES		(108,924.00)	(41,226.82)	(6,947.69)	(67,697.18)	37.85
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT						
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	448.75	0.00	(448.75)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(448.75)	0.00	448.75	100.00
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
TOTAL REVENUES		112,150.00	88,016.27	18,472.57	24,133.73	78.48
TOTAL EXPENDITURES		111,000.00	85,393.06	3,414.20	25,606.94	76.93
NET OF REVENUES & EXPENDITURES		1,150.00	2,623.21	15,058.37	(1,473.21)	228.11

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DB: Portland

PERIOD ENDING 03/31/2017

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2017 NORMAL (ABNORMAL)	MONTH 03/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	4,014,625.00	2,838,789.42	569,539.11	1,175,835.58	70.71
	TOTAL EXPENDITURES	4,234,911.00	2,539,676.39	279,524.63	1,695,234.61	59.97
	NET OF REVENUES & EXPENDITURES	(220,286.00)	299,113.03	290,014.48	(519,399.03)	135.78
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,103,505.00	805,508.31	133,337.40	297,996.69	73.00
	TOTAL EXPENDITURES	1,086,996.00	760,742.52	39,513.49	326,253.48	69.99
	NET OF REVENUES & EXPENDITURES	16,509.00	44,765.79	93,823.91	(28,256.79)	271.16
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	611,078.00	459,440.29	91,058.03	151,637.71	75.19
	TOTAL EXPENDITURES	682,666.00	442,163.69	37,629.61	240,502.31	64.77
	NET OF REVENUES & EXPENDITURES	(71,588.00)	17,276.60	53,428.42	(88,864.60)	24.13
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
	TOTAL REVENUES	359,874.00	281,319.50	37,525.92	78,554.50	78.17
	TOTAL EXPENDITURES	360,253.00	301,080.37	20,334.12	59,172.63	83.37
	NET OF REVENUES & EXPENDITURES	(379.00)	(19,760.87)	17,191.80	19,381.87	5,213.85
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS						
	NET OF REVENUES & EXPENDITURES	8,954,405.00	6,734,135.92	963,656.61	2,220,269.08	75.20
		10,034,952.00	6,951,275.49	502,097.64	3,083,676.51	69.27
	NET OF REVENUES & EXPENDITURES	(1,080,547.00)	(217,139.57)	461,558.97	(863,407.43)	20.10

# PURCHASE ORDER

## CITY OF PORTLAND

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

TO

Utility Service Co., INC  
 P.O. Box 674233  
 Dallas TX 75267

SHIP TO

INV#  
 418674  
 418676

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
4-1-17	4-1-17				
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	400,000 South Tank Quarterly Maint. Contract.				11,030.55
1	150,000 Hillst Tank Quarterly Maint. Contract.				4,386.08
	591-441-940				
RS					\$15,416.63

NOT FOR RESALE  FOR RESALE

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

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

ORIGINAL

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



Correspondence Only:

UTILITY SERVICE CO., INC.  
P.O. Box 1350  
Perry, Georgia 31069

# INVOICE

Mail Payments to:

UTILITY SERVICE CO., INC.  
P. O. Box 674233  
DALLAS, TX 75267-4233  
(478) 987-0303

BILL TO

CITY OF PORTLAND, MI  
259 KENT STREET  
PORTLAND, MI 48875

**PLEASE INCLUDE INVOICE COPY WITH PAYMENT**

Customer Number: 32512

**DUE UPON RECEIPT**

<u>INV. #</u>	<u>INV DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TAX</u>	<u>TOTAL</u>
418674	01-APR-17	400,000 PEDISPHERE SOUTH TANK-Quarterly	\$11,030.55	\$0.00	\$11,030.55
418676	01-APR-17	150,000 PEDISPHERE HILL STREET TANK-Quarterly	\$4,386.08	\$0.00	\$4,386.08
<b>TOTAL DUE TO UTILITY SERVICE CO., INC.</b>					<b>\$15,416.63</b>

Thank You For Your Business

A 1.5% PER MONTH FINANCE CHARGE MAY BE CHARGED FOR ALL PAST DUE INVOICES.



# INVOICE COPY

**Please return with payment**

Correspondence Only:

UTILITY SERVICE CO., INC.  
P.O. Box 1350  
Perry, Georgia 31069

Mail Payments to:

UTILITY SERVICE CO., INC.  
P. O. Box 674233  
DALLAS, TX 75267-4233  
(478) 987-0303

BILL TO

CITY OF PORTLAND, MI  
259 KENT STREET  
PORTLAND, MI 48875

## PLEASE INCLUDE INVOICE COPY WITH PAYMENT

Customer Number: 32512

## DUE UPON RECEIPT

<u>INV. #</u>	<u>INV. DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TAX</u>	<u>TOTAL</u>
418674	01-APR-17	400,000 PEDISPHERE SOUTH TANK-Quarterly	\$11,030.55	\$0.00	\$11,030.55
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<b>TOTAL DUE TO UTILITY SERVICE CO., INC.</b>					<b>\$15,416.63</b>

Thank You For Your Business

A 1.5% PER MONTH FINANCE CHARGE MAY BE CHARGED FOR ALL PAST DUE INVOICES.

From: noreply@civicplus.com  
Sent: Tuesday, March 21, 2017 4:49 PM  
To: cityclerk@portland-michigan.org  
Subject: Online Form Submittal: Board & Commission Application

### Board & Commission Application

Name	Terence M. Frewen
Date	3/21/2017
Address	1240 E. Grand River Ave. Ste. A Portland, MI 48875
Phone	517-256-4321
Email	tfrewen@coldwellbanker.com
Employer	Coldwell Banker Frewen Realty
Employer Phone	517-647-7511
How long have you lived in the City of Portland?	Lived in the City for 20+ years, Owned property in the city for 19 years
Please mark your choice(s).	Downtown Development Authority
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	2014 President Greater Lansing Association of Realtors, Board member for 6 years. Finance Committee member 3+ years Greater Lansing Association of Realtors, Chair Person Ionia County Economic Alliance and board member for 6 years. Past President of Portland Area Chamber of Commerce, Board member of the Ionia County Land Bank, Board member Ionia County Brownfield Redevelopment board, Board member Ionia County Habitat for Humanity, member Portland Downtown Economic Revitalization Committee.
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.	Bachelors Degree- Ferris State University
List your professional and work experience.	Real Estate Broker for 19 years, Sales Associate for 3 years. Licensed Builder since 1989
List your community activites, interests and servicé.	Past- Cubscout Den leader, Chamber of Commerce Director,
References (optional)	Diane Smith -MSU Extension District 9 Coordinator dismith@anr.msu.edu ; Judith A. Clark, Ionia County Treasurer- Phone: (616) 527-5329 ; William Kavanaugh President Ionia County Habitat for Humanity wkavanagh@mercbank.com ; Meghan Weber GLAR CEO ceo@glaronline.com
File Attachment	<i>Field not completed.</i>

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

# PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR MARCH 2017

## NPDES COMPLIANCE

The City WWTP was in compliance with the NPDES permit limitations for the month of March 2017. Complete copies of all discharge Monitoring Reports are on file at the WWTP.

## OPERATIONS

The WWTP treated **12.0 million gallons** and discharged **8.6 million gallons** for the month of March. The CBOD was 5ppm, the Total Suspended Solids was 7ppm, the phosphorus was 0.8ppm, and the fecal coliform was 29 counts/100ml.

Interviews for the open wastewater operator were conducted. A choice was made and the interviewee was notified. The new operator is scheduled to begin on April 4, 2017.

The temporary help provided by Flies & Vanden Brink helped immensely. We were able to keep up with the plant and the sewer maintenance through this time of being shorthanded.

As soon as the weather co-operates we will have our Biosolids hauled and land applied. This is one time when rain is not good.

## Maintenance & Capitol Expenses for March 1, 2017 to March 31, 2017

ITEM	COST
Tom's Do It Center – Distilled water, wrench, & pipe bushing	\$ 58.52
North Central Labs – CBOD 198 ppm Standard	\$ 130.54
State of Michigan – Annual Biosolids Fee	\$ 835.86
Grainger - Sorbents	\$ 288.85
Mettler Toledo – Lab Scales Annual Maintenance & Calibration	\$ 307.98
Pleune Service Co. – Payment in Full for heating upgrade	\$ 41250.00
Gross Machine Shop – Cast Iron Handle Repair	\$ 28.00
Municipal Supply – 6” Pipe Saddle	\$ 62.72
Environmental Products & Accessories – 6” Concave Root Cutters	\$ 428.00
USA Bluebook – Hardhat, Safety Vest, pH Electrode Solution	\$ 226.95
Eagle Enterprises – Overhead Door malfunction	\$ 55.00
<b>Total Monthly Expenses</b>	<b>\$ 43672.42</b>
<b>Total Spent YTD</b>	<b>\$ 103510.96</b>

## **WASTEWATER COLLECTION SYSTEM ACTIVITY**

Sewer Trouble Spots sections cleaned	5075
Routine cleaning	0
Sewer call outs due to building services	2
Sewer call outs due to plugged City main	0
New connections to sewer main	1
Building Services Televised	0
Building Services Inspected	1
City Main Televised	0

## **SEWER CALLOUTS**

March 21, 2017

A call was received after normal work hours by the DPW standby worker that a sewer had backed up. The WWTP worker was notified at 8:07PM about the backup and responded to investigate. He found sewage seeping out of a clean out in the building service lateral. He inspected the upstream and downstream manholes for proper flow and any signs of surcharging. The city sewer main was working properly with no signs of any backup. His findings were discussed with the building owner. They were told that the problem was in the building service lateral and that they should contact a plumber to have the line cleaned to remove the blockage. The WWTP worker left the site at 9:15PM.

March 23, 2017

A call was received at 10:00AM by the WWTP from a homeowner that they were experiencing a sewer backup when they use their drains. Upon arrival at the home the manholes were inspected for proper flow and any signs of backing up. The flow was normal with no indications of a backup. The problem was found to be in the house service lateral. This was discussed with the homeowner and a list of plumbers was left with him in order to have his service cleaned.

Respectively Submitted,

Doug Sherman  
WWTP Superintendent