



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

7:00 P.M. Monday, November 20, 2017
City Council Chambers
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Oath of Office</u> – Clerk Swear in Council Members	
	A. Election of Mayor	Decision
	B. Election of Mayor Pro-Tem	Decision
7:07 PM	IV. <u>Acceptance of Agenda</u>	Decision
7:10 PM	V. <u>Public Comment</u> (5-minute time limit per speaker)	
7:15 PM	VI. <u>City Manager Report</u>	
	VII. <u>Presentations</u>	
7:25 PM	A. Life Saving Award – Logan McDaniels	
	VIII. <u>Public Hearing(s)</u> – None	
	IX. <u>Old Business</u> – None	
	X. <u>New Business</u>	
7:30 PM	A. Proposed Resolution 17-94 Approving a SAW Grant Agreement and Authorizing the City Manager to Sign Same	Decision
7:33 PM	B. Proposed Resolution 17-95 Approving the Uniform Transfer Provision for the MERS Defined Benefit Retirement Plan	Decision
7:35 PM	C. Proposed Resolution 17-96 Approving a Contract Amendment to the Proposal from Fleis & VandenBrink to Provide Design Engineering for the Roadway Related to the Development of the Cutler Rd Property	Decision
	D. Proposed Resolution 17-97 Approving the Purchase of a Street Scout Speed Trailer for the Portland Police Department	Decision
7:38 PM	E. Proposed Resolution 17-98 Approving a Contract with R.C. Systems, Inc. for Software Related to the Parks & Recreation Department	Decision
7:40 PM		Decision
7:43 PM	XI. <u>Consent Agenda</u>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting held on November 6, 2017	

**Estimated
Time**

**Desired
Outcome**

- B.** Payment of Invoices in the Amount of \$134,547.18 and Payroll in the Amount of \$146,321.44 for a Total of \$280,868.62
- C.** Purchase Orders over \$5,000.00
 - 1. Superior Asphalt Inc. in the amount of \$11,925.00 for Mill & Fill Repair on West St.
 - 2. Michigan Wood Fibers in the amount of \$13,450.00 for Removal & Recycle of the Brush and Compost Piles

XII. Communications

- A.** Board & Commission Application – Ted Alberta
- B.** City Council Election Results
- C.** Planning Commission Minutes – August 9, 2017
- D.** DDA Minutes – October 19, 2017
- E.** DDA Treasurer’s Report – November 16, 2017
- F.** Police Department Report – October 2017
- G.** Wastewater Treatment Plant Report – October 2017
- H.** Portland Twp. ZBA Public Notice
- I.** Ionia County Board of Commissioners Agenda – November 14, 2017
- J.** Ionia County Board of Commissioners Agenda – November 21, 2017

7:45 PM

XIII. Other Business - None

7:50 PM

XIV. City Manager Comments

7:55 PM

XV. Council Comments

8:00 PM

XVI. Adjournment

Decision

PORTLAND AMBULANCE SERVICE

LIFE SAVING AWARD

This certificate is presented to

Logan McDaniel

For successfully applying education he gained and using it
to save the life of his grandfather on November 4, 2017

Phil Gensterblum, Ambulance Director

James E. Barnes, Mayor

S. Tutt Gorman, City Manager



Portland Ambulance

773 E. Grand River Ave. Portland, MI 48875

(517)647-2935 Fax (517)647-2940

REF: Logan McDaniel

On November 4th at 13:56 Portland Ambulance was dispatched to a gentleman who had been choking on a piece of meat. Dispatch advised that it had been dislodged however a family member wished for the ambulance to respond to assess the individual. Upon ambulance arrival at 14:00, the crew found a 65 yo male in no distress advising he was fine. It is relayed to my crew that this individual had choked on a piece of meat while eating lunch. The patients 14 yo grandson immediately stepped in when he saw grandpa struggling to breathe. With training he received in school, he was able to correctly apply the Heimlich maneuver and dislodge the piece of meat rather quickly. The crew found no issues requiring the need for transport and consulted with a physician at Sparrow Ionia Hospital for clearance to not transport.

Upon arrival back to the station the comment was made that this kid probably saved grandpa's life by doing the Heimlich and dislodging the piece of meat.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-94

**A RESOLUTION APPROVING A SAW GRANT AGREEMENT AND AUTHORIZING
THE CITY MANAGER TO SIGN SAME**

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) is administering a Stormwater Asset Management, and Wastewater Asset Management (SAW) grant and loan program, which provides grants for costs associated with the following:

- Planning and design of sewage collection and treatment projects
- Development of asset management plans for sanitary and stormwater systems
- Development of stormwater plans
- Pilot testing of innovative projects; and

WHEREAS, SAW grants are available for up to \$2 million per municipality with a 10% local match on the first \$1 million, and a 25% local match on the second \$1 million. Grants cover only planning and design activities and may be used for payment of consultants or contractors, or to pay for City personnel and expenses directly related to the work; and

WHEREAS, the City of Portland previously applied for the SAW grant and was recently notified that it was approved for funding in the amount of \$764,849.00 with a match of \$25,851.00; and

WHEREAS, the City has received the SAW Grant Agreement, attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the SAW Grant Agreement, attached hereto as Exhibit A, and authorizes the City Manager to sign same.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: November 20, 2017

Monique I. Miller, City Clerk



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of December 14, 2017, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the City of Portland, County of Ionia ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

S. Tutt Gorman, Manager
Name/Title of Authorized Representative
259 Kent St
Address
Portland, MI 48875
Address
(517) 647-7531
Telephone number

GRANT INFORMATION:

Project Name: WW and SW AMP
Project #: 1602-01
Amount of Grant: \$ 764,849
Amount of Match \$ 25,851
Project \$ 790,700 (grant plus match)
Start Date: 1/1/2013 End Date: 12/1/2020

DEQ REPRESENTATIVE:

Sonya T. Butler, Chief
Name/Title
525 West Allegan St., PO Box 30473
Address
Lansing, MI 48909-7973
Address
(517) 373-2161
Telephone number
Butlers2@michigan.gov
E-mail address

AUTHORITY REPRESENTATIVE:

Mary G. Martin, Executive Director, MFA
Name/Title
430 W. Allegan St., Austin Building
Address
Lansing, MI 48922
Address
(517) 335-0994
Telephone number
treas_bondfinance@michigan.gov
E-mail

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

December 14, 2017

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

December 14, 2017

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

December 14, 2017

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained,

nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAW Grant Program

Exhibit A

Grantee: City of Portland

Project Name: Wastewater and Stormwater Asset Management Plans

DEQ Approved Grant Amount: \$764,849 (Seven Hundred Sixty-four Thousand Eight Hundred Forty-nine Dollars)

Time Period for Eligible Costs: Start Date January 2013
End Date December 2020

Description of Approved Project Scope:
Completion of wastewater and stormwater asset management plans.

DEQ Approved Project Costs	
1. Project Planning Costs	\$0
2. Design Engineering Costs	\$0
3. User Charge System Development Costs	\$0
4. Wastewater Asset Management Plan Costs	\$532,190*
5. Stormwater Asset Management Plan Costs	\$258,510
6. Stormwater Management Plan Costs	\$0
7. Innovative Wastewater and Stormwater Technology Costs	\$0
8. Disadvantaged Community Construction Costs	\$0
9. Eligible Cost Subtotal	\$790,700
10. LESS Local Match (if applicable)	\$25,851
11. Requested SAW Grant Amount (Line 9 minus Line 10)	\$764,849

*Disadvantaged for wastewater asset management plan; no local match required.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-95

**A RESOLUTION APPROVING THE UNIFORM TRANSFER PROVISION FOR THE
MERS DEFINED BENEFIT RETIREMENT PLAN**

WHEREAS, the City has a Defined Benefit (DB) Plan with three divisions through the MERS (Municipal Employees' Retirement System); and

WHEREAS, current employees that are promoted from union positions to management positions cannot transfer from the union division of the DB Plan to the nonunion division without Council approval because the plans are closed; and

WHEREAS, the City Manager recently appointed Star Thomas as Chief of Police, a nonunion position, city staff recommend that City Council approve the MERS Uniform Transfer Provision, attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the MERS Uniform Transfer Provision attached hereto as Exhibit A, and directs the City Manager to sign same.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: November 20, 2017

Monique I. Miller, City Clerk

Employer Resolution Establishing Uniform Transfer Provision



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

www.mersofmi.org

WHEREAS, the City of Portland is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, the Standard MERS Transfer policy became effective in August 2007; and

WHEREAS, under the Standard Transfer policy, all transferred employees (and rehired employees) are covered under the open employee plan associated with the defined employee group. Where the new plan is MERS Defined Contribution or Hybrid, the accrued defined benefit of transferring employee is frozen as of transfer date. Where the new plan is the MERS Defined Benefit, the transferring employee's service and wages will transfer to the new plan for purposes of calculating their retirement benefit.

WHEREAS, pursuant to Retirement Board action on November 10, 2010, the employing municipality or court may adopt for all its MERS divisions (present and future) an alternate policy which allows all transferred employees an individual choice at the time of transfer to either be placed in: (1) the division's open plan, or (2) the closed plan if it is the same plan type, provided there are active employees remaining in the closed division.

WHEREAS, this alternate transfer provision applies to transferred employees only; rehired employees will continue to be enrolled into the open plan; and

NOW THEREFORE BE IT RESOLVED, that effective December 1st, 2017, the Governing Body adopts this Resolution (or for a participating court, the Chief Judge by Administrative Order) for all present and future employee divisions requiring that all transferred employees (select only one):

- shall be covered under the open plan in the division into which they are transferred.
- shall be given the individual choice to either be placed in the open or closed plan if it is the same plan type provided there are active employees remaining in the closed plan.

MERS' Standard Transfer policy is an administrative process. Changes to such policy may impact MERS' ability to administer alternate and standard transfers in the future.

SEE PAGE 2 FOR CHART OF TRANSFER GUIDELINES

CERTIFICATION FOR PARTICIPATING MUNICIPALITY OR COURT

I hereby certify that this Resolution was adopted by (check one):

The Governing Body of the City of Portland at its meeting held on 11/20/2017 (Name of Municipality) (dd/mm/yyyy)

Administrative Order No. _____ adopted by the Chief Judge of the _____ (Order Number)

_____, on _____, (Name of Court) (dd/mm/yyyy)

Signature of Authorized Official: _____, Date: _____ (dd/mm/yyyy)

Printed name: S. Tull Gorman Title: City Manager

Employer Resolution Establishing Uniform Transfer Provision

In any transfer, employees' service is used toward vesting and eligibility in the new (active) plan. The employee takes on the benefit structure of the open plan on the first of the month that the plan is effective.

	Transfer to DB	Transfer to DC	Transfer to Hybrid
From DB	<p>Where a DB is the new benefit</p> <ul style="list-style-type: none"> All accrued wages, service transfer to the new plan and retirement is calculated using new DB benefits 	<p>Where DC is the new benefit</p> <ul style="list-style-type: none"> DB is frozen 	<p>Where Hybrid is the new benefit</p> <ul style="list-style-type: none"> DB is frozen DB of Hybrid begins accruing benefit service
From DC	<p>Where DB is the new benefit</p> <ul style="list-style-type: none"> DC remains participant directed, no future contributions Service earned helps meet vesting in both DB and DC plans 	<p>Where DC is the new benefit</p> <ul style="list-style-type: none"> Previous DC account balance and investment allocation are transferred into the new DC plan New contributions are directed to default fund until investment allocation is elected Future investment allocation / realignment is managed by the participant 	<p>Where Hybrid is the new benefit</p> <ul style="list-style-type: none"> Previous DC account balance and investment allocations are transferred into the new DC of Hybrid plan DB of Hybrid begins accruing benefit service
From Hybrid	<p>Where DB is the new benefit</p> <ul style="list-style-type: none"> DB of Hybrid is frozen DC of Hybrid remains participant directed, no future contributions, same eligibility for distributions applies DB benefit accrual begins with effective date of the plan 	<p>Where DC is the new benefit</p> <ul style="list-style-type: none"> DB of Hybrid is frozen DC of Hybrid account balance and investment allocations are transferred to the new DC plan New contributions are defaulted until participant changes investment allocation Future investment allocation/ realignment is managed by the participant 	<p>Where Hybrid is the new benefit</p> <ul style="list-style-type: none"> For DB of Hybrid – all accrued wages, service are transferred to the new plan and retirement is calculated using DB of H benefits For DC of Hybrid – previous DC of Hybrid account balance and investment allocations are transferred into the new DC of Hybrid plan

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-96

A RESOLUTION APPROVING A CONTRACT AMENDMENT TO THE PROPOSAL FROM FLEIS & VANDENBRINK TO PROVIDE DESIGN ENGINEERING FOR THE ROADWAY RELATED TO THE DEVELOPMENT OF THE CUTLER RD PROPERTY

WHEREAS, City Council previously approved a proposal from Fleis & VandenBrink for design engineering related to the construction of roadway for the Sparrow development in the amount of \$51,300.00; and

WHEREAS, in light of the likely Sparrow acquisition, it is important that the City properly plan for future development of the remaining parcel at Grand River Avenue and Cutler Road, contemplating approved zoning uses and the requirements of MCL 560.101, commonly referred to as the Land Division Act; and

WHEREAS, Fleis & VandenBrink has submitted an amendment to the above-referenced proposal to include services related to the mapping, parcel splits, conceptual design and layout of the parcel as provided in the attached Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the proposal from Fleis & VandenBrink for mapping, parcel splits, conceptual design and layout in the amount of \$7,500.00 and as provided in the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: November 20, 2017

Monique I. Miller, City Clerk



November 8, 2017

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

**RE: Cutler Road Property Development - Portland, MI
Contract Amendment #1**

Dear Tutt,

Fleis & VandenBrink is currently designing a 500-foot road and utility extension project to serve the Sparrow Hospital out-patient facility proposed for the Cutler Road parcel. It is desired that design of the roadway, stormwater management and utilities for the Sparrow site take into consideration future development of the remaining parcel. A conceptual plan should consider preserving development potential and should provide direction for efficient use of the remaining parcel, thereby promoting growth in the area. The conceptual planning should also take into consideration the City's options and strategy for developing the remaining area. We propose the following Scope of Work to assist you:

SCOPE OF WORK:

The concept should address the following:

- A. Alternatives for Parcel Splits.
 - 1. Provide an analysis of legal alternatives for splitting the parcel for future development.
- B. Conceptual Layout & Design.
 - 1. Using available topography and other data, we will provide a conceptual layout along with an Engineer's Estimate of Probable Cost. The concept will consider such things as efficient design of utilities; maximizing available land by exploring a regional storm management system; shared parking; and effective traffic management and access to the site.

We intend to review the potential alternatives and concepts with the City within the next 45 days, as we understand the City wishes to construct the 500-foot road and utility project in spring/summer of 2018.

We propose to provide our services for the following fees:

Phase	Professional Fees
Parcel Split Alternatives & Conceptual Development Plan	\$7,500

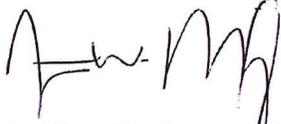
Authorization to proceed with the work can be given by returning a copy of this proposal signed as indicated. We look forward to continuing our work with you on this project.

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, PE
Project Manager



Kendall Beck, PE
Development + Enhancement Group Manager

By signing below, City of Portland indicates its agreement and approval of working with Fleis & VandenBrink Engineering, Inc. (F&V) to provide Parcel Splits Alternatives & Concept Development services for the Sparrow Health Site Improvements, as previously detailed in the Engineering Proposal letter dated September 26, 2017, and authorized under the existing Professional Service Agreement with F&V dated October 10, 2017.

ACCEPTED

DATE

Signed

Printed Name

Title

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-97

A RESOLUTION APPROVING THE PURCHASE OF A STREET SCOUT SPEED TRAILER FOR THE PORTLAND POLICE DEPARTMENT

WHEREAS, the Portland Police Department (PPD) conducts routine traffic patrols and monitors the speed of vehicles throughout the City of Portland; and

WHEREAS, the PPD will often utilize the assistance of a speed trailer that is shared by the various communities in Ionia County; and

WHEREAS, the Chief of Police and the City Manager believe it would be beneficial for the City to have its own speed trailer for consistent operation and use and are recommending that City Council approve the purchase of a Street Scout Speed Trailer in the amount of \$5,130.00, a copy of a memo from Chief Thomas and quote is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves and authorizes the purchase of a Street Scout Speed Trailer in the amount of \$5,130.00, a copy of a memo from Chief Thomas and quote 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: November 20, 2017

Monique I. Miller, City Clerk



Portland Police Department

Star Thomas, Chief of Police

November 3, 2017

Mr. Gorman,

Thank you for giving me the opportunity to take a look at the possibility of purchasing a mountable speed sign or speed trailer. Speeding complaints are continuously received regarding several locations throughout the City of Portland; purchase of one of these speed control signs has the potential to not only deter speeding motorists, but to also allow the road patrol officers to be more mobile and allow them to work on other important law enforcement duties.

The mountable speed signs are designed to be a more permanent feature and provide a less obtrusive, more aesthetic look compared to the speed trailers. The negative is that their placement is restricted to either existing light/lamp poles or roadway signs to prevent theft; the City of Portland would be attaching the brackets to existing light/lamp poles potentially causing damage to those poles. Similarly, placement on existing roadway signs is limited to the location of the signs which may or may not be the most beneficial to deterring speed.

The speed trailers are more versatile than the mountable speed signs and are designed for quick and easy placement. There is no permanent / semi-permanent installation required since a trailer can conveniently be moved to any location within the City. It is my recommendation that we consider a speed trailer as opposed to the mountable speed signs.

Three quotes for speed trailers were sought through four different companies; two of these companies (Traffic Logix and EVOLIS) did not submit quotes for the requested products. The two quotes received are summarized on the following page:

1. **MPH Industries - Street Scout Speed Trailer with 12" Display.**

Base price	\$4,400.00
12v/24hr Timer	\$80.00
Changeable Speed Limit Sign	\$225.00
Shipping Fee	\$425.00
	<hr/>
	\$5,130.00

Includes:

removeable trailer tongue
locking cable

2. **RU2 Systems, Inc – RU2 Fast-650 Radar Speed Trailer 12" Display**

Base price	\$5,195.00
Removeable Tongue	\$125.00
Economy Trailer Cover	\$39.98
Cable lock	\$44.95
Crating Fee	\$135.00
Shipping (requires fork lift on delivery)	\$415.00
	<hr/>
	\$5,954.93

Includes:

Speed limit signs

The speed trailers quoted are very comparable in terms of features and design. The difference in cost between the two is approximately \$850. I'd like to recommend and request permission to purchase the *Street Scout Speed Trailer with 12" display* from MPH Industries.

Thank you,



Star Thomas
Chief of Police



RU2 Fast-650

RU2 SYSTEMS, INC.

The Leader in Speed Display Technology

RU2 Fast-650

Radar Speed Display Trailer



The RU2 Fast 650 Radar Speed Display Trailer was designed for small residential street and corporate campus type applications where speeding is a problem. While it may be light in weight, it is built to the same tough industrial standards as its bigger brothers. Easily towed with a passenger vehicle or even a golf cart, the trailer can be repositioned throughout a community's streets for maximum effectiveness.

This trailer mounted radar display is accurate within one miles per hour, and easily read at a glance. The 12" high, full matrix LED characters can be seen from 750 feet to alert the driver of their speed. And optional violator alerts make your point perfectly clear to all.

RU2 Systems: The Industry Leader in Speed Display Technology

2631 North Ogden Road, Mesa, AZ 85215

[P] 480-982-2107 [F] 480-982-5237

Toll Free 877-982-2107

e-mail: info@ru2systems.com www.ru2systems.com



RU2 Fast-650

Radar Speed Display Trailer

Standard Features

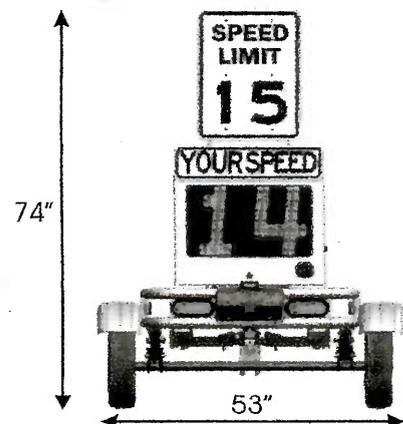
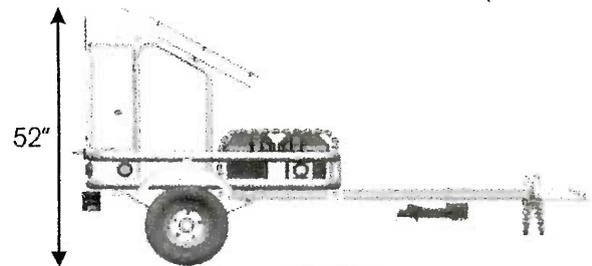
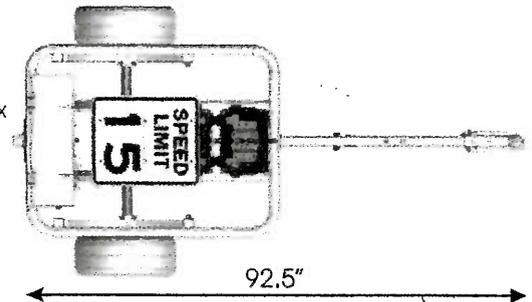
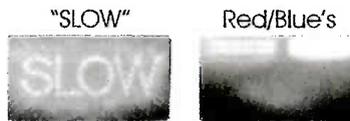
- 2"Ø tubular steel space-frame chassis
- K-Band Directional Radar
- MUTCD conforming speed limit sign
- 0,2-4 digit number placards (higher digits available but not recommended)
- Powder coat finish over high-zinc epoxy primer
- Three (3) Leveling jacks - 3 flip down, no bull-dog
- 2000 lb. axle, leaf spring suspension
- 8" white steel wheels w/ 4.80-8C two (2) ply ST rated tires
- 12 gauge formed fenders
- DOT regulation lights (including side markers, cut out style, with flat 4-pin connector)
- Length 92.5" x Width 53"
- Height: deployed 74", in tow 52"
- 310 Lbs. curb weight, ~27 Lbs. tongue weight
- Battery(s) 1 x 12VDC Group 24 industrial AGM battery*
82.5 A/Hrs (7-10 days service) mounted in marine battery box
- Charger: 6A internal marine grade floating charger
- Timer Single cycle 24 Hour ON/OFF timer
- * Up to two batteries total

Display Features

- 12" full graphic characters visible up to 750'
- Automatic intensity adjustment to ambient light
- Directional K-Band radar mounted in display
- RF Key fob for remote parameter setup, 100+ ft. range
- Radar sensitivity user programmable, 5 levels
- Flashing digit violator alert
- Amber LED traffic management arrows
- High/low speed programmable blanking
- Dark mode data collection
- 3/16" tinted, non-glare GE Lexan*
- Sports mode
- Voltage check
- KPH & MPH selectable
- Built in diagnostics

Options

- Violator alerts*
 - > "SLOW"
 - > Red-Blue Flashing Bars
 - > White LED Flashing Strobe
- Second battery for extended deployment (shown here)
- 50W Solar panel
- Trailer cover
- Locking lug nuts
- Ball receiver lock
- "Tire Claw" wheel lock
- GPS Asset Tracking
- RU2 Traffic Count Statistics Package
- Spare tire with mounting kit



Technical specifications are subject to change without notice.

WARRANTY:

RU2 Systems warrants their LED Displays for Five Years. The Radar Gun is warranted for Two years. On-site labor is not included. However, parts are repaired within five business days of receipt, and include ground-shipping expenses. Warranty does not include physical damage from misuse or vandalism.



RU2 Systems, Inc.

The Leader in Speed Display Technology

2631 N. Ogden Road, Mesa, AZ 85215 • P 480-982-2107 • F 480-982-5237

Proposal For:

Portland Police Dept.
 Sgt. Star Thomas
 773 E Grand River
 Portland, MI 48875
 USA



Quote #	RU2Q15395
Issue Date:	10/09/17
Quote Expires:	12/08/17
Fax:	
Pages:	6
Phone:	517-647-4111 Ext:
Email:	starthomas@portland-michiga

Line	Qty	Description	Unit Price	Ext. Price
1	1	The RU2 Fast 650 Radar Speed Display Trailer is the latest design in the RU2 Systems traffic calming display products line. Forging a new path in radar trailer design RU2 has borrowed tubular chassis concepts from professional off-road racing. Built lightweight yet sturdy, this trailer is ideal for small community streets where speeding is a problem. Easily towed with a passenger vehicle, the trailer can be repositioned throughout a neighborhood for maximum effectiveness. The speed sign section folds down for easy transport and storage.	\$5,195.00	\$5,195.00

COMES WITH THESE STANDARD FEATURES:

- Ultra-rigid 2" tubular steel welded construction
- Keyed On/Off switch
- Single directional K-band radar unit
- 12" Amber AllnGaP LED display characters
- Automatic intensity adjustment to ambient light conditions
- Display protected by 3/16" GE Lexan® with a smoked, non-glare finish
- 18" x 24" speed sign / 5-45 MPH overlays
- 1-ton rated axle / 8" wheels equipped w/ ST rated tires
- 2" ball hitch coupler
- One (1) 82.5 A/h AGM battery (2nd battery available)
- Integrated 'smart' battery charger
- Single cycle ON/OFF clock
- Flashing Digit Violator Alert - 1 MPH increments
- Directional Traffic Management Arrow Patterns
- Minimum Display Speed / High-speed Blanking
- Unit defaults to last settings upon power-up
- Built in diagnostics
- Sports mode
- User adjustable radar sensitivity
- UV and graffiti resistant white powder coat finish over high zinc primer

Line	Qty	Description	Unit Price	Ext. Price
2	1	Crating: Fast-650	\$135.00	\$135.00
		Please note trailers ship via LTL Truck and require a fork lift or loading dock at the delivery location. Shipping price below does not include any special or extra delivery services, i.e. lift gate services, call notification, or limited access delivery. If additional delivery services are needed, please request an updated shipping quote.		
3		<<< OPTIONS >>>		
4	0	Violator Alert - Red & Blue LED Light Bars 12" The display is equipped with red and blue horizontal bars of high intensity LED which alternate as they pulse simulating a patrol cars light bar. This violator alert is particularly effective at night. The VA is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see flashing red and blue lights on the display with no speed displayed. If the violator slows, the flashing lights will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing lights will come back on. If the violator increases speed while above the violation setting the flashing lights will come back on immediately.	\$249.00	\$0.00
5	0	Violator Alert - Red LED "SLOW" Message - 12" Display The display is equipped with a flashing "SLOW" message made of high intensity red LED's . The VA is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see the flashing "SLOW" message on the display with no speed displayed. If the violator slows, the flashing message will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set-point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing message will come back on. If the violator increases speed while above the violation setting the message will come back on immediately.	\$249.00	\$0.00
6	0	White LED Strobe Violator Alert (Flashes w/ Violation): On board 16 LED array module for long distance alert / photo radar simulation. Violator alert settable in 1 MPH increments by push button at power up.	\$295.00	\$0.00
7	0	Data Acquisition Package: This data acquisition package utilizes the streaming data received from the radar gun so that the deployment of pneumatic tubing is not required. Proprietary algorithms filter and analyze the data stream, detecting discrete oncoming vehicles that pass the location and records their speed with time/date stamps. Please note that single gun methodologies are situationally sensitive but have proven to provide data as accurate as any pneumatic method. Single gun technology is perfectly suited for determining peak load times and violation concentrations giving law enforcement agencies sufficient data for resource deployment. Please note that some system configurations may require external containment at a small additional cost.	\$395.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
		<p>Data is saved on an SD memory card. 2GB provided (~44M+ vehicle capacity per GB) and can be downloaded to any computer with the provided SD/USB card reader. The data can then be analyzed by software capable of accepting a comma delimited ASCII text file, such as Microsoft® Excel or RU2's Traffic Count Software package, included. The Traffic Count package allows examination of data exceeding Excel's 65,536 limitation. Tabulated reports and charts include Survey Summary, Vehicle Count, Speed, and Time/date, 85th Percentile, 15 Minute, 1 Hour, Daily and Weekly analysis, etc.</p> <p>Included Reporting Capability:</p> <ul style="list-style-type: none"> a) Survey Summary <ul style="list-style-type: none"> a. Variable Display Scheme b. Total Surveyed c. Incremental Speed Grid (Speed, Volume, % of Survey) d. Speed Statistics Summary <ul style="list-style-type: none"> i. Posted Limit ii. At/Under Limit Qty. / % iii. Over Limit Qty. / % iv. Average Speed v. 85th Percentile vi. Maximum Speed e. 10 MPH Pace <ul style="list-style-type: none"> i. Pace Range ii. Number in Pace iii. % in Pace f. Number Exceeding Limit (+10. +20, +30..., Number & %) b) Vehicle Speeds Graph c) Daily Volume/Time Graph d) 85th Percentile Graph e) 15 Minute Breakdown <ul style="list-style-type: none"> a. AM/PM Analysis <ul style="list-style-type: none"> i. Total ii. Peak Hour iii. Peak Flow iv. Peak % of AM v. Peak % to 24 Hr f) Weekly Summary - 4 Week Limit g) Time vs. Speed <ul style="list-style-type: none"> a. Hourly numeric breakdown h) Comparative Survey Analysis <ul style="list-style-type: none"> a. Virtual Week b. Dynamic/Survey Week c. Comparative Surveys d. Selective Time View (Time Slice) i) Estimated Revenue Calculator <ul style="list-style-type: none"> a. Client defined fine schedule x Efficiency over Survey Results 		

Line	Qty	Description	Unit Price	Ext. Price
8	0	Download data to a WiFi enabled device.	\$125.00	\$0.00
9	0	Solar Power: 50 Watt panel for Fast-650	\$395.00	\$0.00
10	0	Second 82.5 A/Hr AGM battery for extended field autonomy. Fast-650	\$219.95	\$0.00
11	0	Galvanized steel trailer wheels, 5X4.50 lug, 8 X 3.75 / 1,075 Lb. load capacity.	\$99.95	\$0.00
12	0	Event Triggered Photo Radar (ETPR): Designed for private-party use in industrial, commercial and community applications, RU2 Systems now offers an economical means of photo-documenting speed violations. Now industrial and educational facilities, military bases, private communities and the like can address, with photo-documentation, speed violations within their ranks.	\$6,995.00	\$0.00

Based on approach-only K-band radar the system records the rear license plate and general (departing) impression of any vehicle exceeding a given trigger speed. This threshold is set in 1 MPH/KPH increments at time of deployment. Operating day or night thanks to a low-Lux IR sensitive machine vision camera, the captured image is overlaid with a time/date stamp and the offender's trigger speed. The photo sequence is then stored on a SD Card for review and potentially, comparison to a list of known vehicles. Unlike constant-on video systems, only those vehicles in violation are recorded, ending the tedious chore of reviewing endless tape after tape. Dependent on desired resolution, hundreds of photo sequences can be stored on one card. Images can be offloaded to CD or other media for long-term storage.

*This system is NOT intended for the issuance of citations by Law Enforcement agencies.

13	0	LED Trailer Lighting: Replace traditional incandescent tail lights and side markers with LED units.	\$44.95	\$0.00
14	0	Removable trailer tongue.	\$125.00	\$0.00
15	0	GPS Asset Tracking System:	\$595.00	\$0.00

Theft is a huge problem! Commercial vehicles and equipment of every type are at risk for theft, including heavy construction equipment, tractor trailers, generators, trucks, vans, fleets of taxis, and rental vehicles. A 2005 Equipment Theft Survey done by Equipment Today magazine shows almost 72% of respondents have experienced equipment theft. When your equipment or vehicles are stolen, it stops your business and you lose time and money.

Industry leading GPS products allow users to effortlessly and in real-time locate their vehicle across our North American data network. Our industry defining equipment and world class infrastructure along with award winning customer service gives you the reliability you deserve while providing a leading-edge GPS tracking solution that is easy to use and affordable to own.

ALARM

Connect GPS device to aftermarket alarm and when door switch or siren is activated, the GPS will send an email and/or text alert.

AUTO-REPORT

System performs a daily locate on your vehicle. Once a month, this activity is

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

recorded in your account history.

GEO-FENCE IN/OUT

An incoming GEO-Fence allows you to create a radius around an address. When vehicle enters or exits this radius, GPS will send an alert.

GET DRIVING DIRECTIONS

Whenever you view a map on your system, scroll to the bottom of the page to get driving directions from one address to another.

LOCATE

One click on the locate command and the system will find your vehicle, typically in about 20 seconds, it's location indicated by a colored dot.

HISTORY

The history section records account activity in a 1 or 2 line entry. You can click "MAP IT" to view the location of the event.

LOW INTERNAL BATTERY

When the vehicle battery and/or the GPS is disconnected, the internal battery in the GPS takes over. When battery is low, GPS will send an alert.

LOW VOLTAGE

When vehicle battery drops below a certain level, an alert is sent.

MAXSPEED

When MaxSpeed is programmed, you'll receive an alert when the vehicle exceeds that speed.

MOTION

When your vehicle is moved, the system detects the motion and sends an alert.

POWER DISCONNECT

This feature sends an alert when the GPS device or the vehicle battery is disconnected.

POWER RECONNECT

This feature sends an alert when the GPS device or the vehicle battery is reconnected.

SLEEP MODE

The GPS device will go to "sleep" after 15 minutes of inactivity to preserve the vehicle battery. To wake it up, move the vehicle.

VEHICLE INFORMATION

Important details of your vehicle are entered on this page for quick reference in the event vehicle is stolen.

Line	Qty	Description	Unit Price	Ext. Price
16	0	Alarm System: The RU2 Fast Series Alarm System is a Audiovox Rampage car alarm with a tamper alert warning before alarming, remote activation, and adjustable sensitivity.	\$135.00	\$0.00
17	0	Coupler Lock: Reese Lock 72783	\$35.00	\$0.00
18	0	Cable Lock: MasterLock, Kryptonite, Brinks or equivalent 6' x 5/8" locking cable for immobility by locking wheel to frame or fixed point. Braided steel wires for strength and flexibility, smoke vinyl coating helps prevent scratching. Comes with 2 keys.	\$44.95	\$0.00
19	0	Economy Trailer Cover: A generic small vehicle cover provided in neutral blue & gray. UV Protection * Water Repellent * Elastic Hem * Heat Resistant Panels * Storage Bag	\$39.98	\$0.00
20	0	Locking Lugnuts, Open Bulge, Per Pair	\$19.95	\$0.00
21	0	Titan Grip Wheel Lock: Produced in the United States with premium-grade carbon steel and tempered to the highest treating standards, Carbon Steel rated 6 times stronger than "mild" steel Stainless steellocking cylinder is drill resistant and freeze resistant Strong up to 4000 lbs. Weather resistant Protective coating prevents scratching of wheels Extra large capacity capable of securing 14 inch wide tires	\$99.95	\$0.00

SubTotal	\$5,330.00
Shipping	\$415.00
Sales Tax	\$0.00
Total	\$5,745.00

WARRANTY: RU2 warrants their LED Displays for Five (5) Years excepting batteries (2 yr.). The radar device is warranted for Five (5) years. On-site labor is not included. However, parts are repaired within five business days of receipt, and include ground-shipping expenses. Warranty does not include physical damage from misuse or vandalism.

- A. Shipping, crating and applicable sales tax are not included in the above pricing unless specifically listed.
- B. Shipping quotes do not include liftgate or any additional services that may be required at destination.
- C. Sign to be shipped approx. 30 days after receipt of purchase order.
- D. Prepaid or Terms: 2% 10, Net 30 on approved credit



Sustaining
Member



www.ru2systems.com

FEIN: 80-0017092

MPH Industries, Inc.
 316 East 9th Street
 Owensboro KY 42303
 Phone: 888-689-9222
 Fax: 270-685-6288

Date: 11/3/2017
 Expires: 1/2/2018
 Reference:
 Terms: NET 30 DAYS



Sales Person: Dennis Millinoff
 Phone: 888-689-9222
 Fax: 270-685-6288
 Email: dmmillinoff@mphindustries.com

QUOTE: 12475

Quote To: STAR THOMAS PORTLAND POLICE DEPARTMENT 773 EAST GRAND AVENUE PORTLAND MI 48875 USA Phone: 517-647-2934 Fax: 517-647-2940 Email: starthomas@portland-mi.org Customer #: 488750	Ship To: PORTLAND POLICE DEPARTMENT 773 EAST GRAND AVENUE PORTLAND, MI 48875 USA Phone #: 517-647-2934 Fax #: Email: Ship Via: Best Way GND
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USD

Line	Part	Description	Rev
1	SCOUT-BAS	Street Scout trailer with two-digit speed display, tuning fork, and manual	-

Sales Kit

Kit Components			
Kit Seq.	Part Number	Description	Qty Per
1.001	990857	DISPLAY	1 EA
1.002	910828	RADAR, DRU3 W/CABLE	1 EA
1.003	903389	FORK, TUNING, 35MPH K	1 EA
Quantity:		0 EA	Unit Price: 4,400.00
			Ext Price:

Line	Part	Description	Rev
5	910849	EXTRA BATTERY	ND
Quantity:		0 EA	Unit Price: 202.00
			Ext Price:
Line	Part	Description	Rev
6	951719	50 WATT SOLAR PANEL	ND
Quantity:		0 EA	Unit Price: 495.00
			Ext Price:
Line	Part	Description	Rev
7	909742	12V/24HR TIMER	ND
Quantity:		0 EA	Unit Price: 80.00
			Ext Price:
Line	Part	Description	Rev
8	951770	SPEEDVIEW	ND
Quantity:		0 EA	Unit Price: 833.00
			Ext Price:
Line	Part	Description	Rev
9	951459RB	STROBE KIT	ND
Quantity:		0 EA	Unit Price: 463.00
			Ext Price:
Line	Part	Description	Rev
10	951716	CHANGEABLE SPEED LIMIT SIGN ASSEMBLY	ND
Quantity:		0 EA	Unit Price: 225.00
			Ext Price:
Line	Part	Description	Rev
11	550001	SHIPPING CHARGE	ND
Quantity:		0 EA	Unit Price: 425.00
			Ext Price:

Total: 0.00

Thank you for an opportunity to quote.



"You're On Our Radar"

StreetScout™ Trailer

POLICE RADAR • POLICE LASERS • SURVEY LASERS • SPEED SIGNS

The **StreetScout™** - the newest addition to the MPH line of speed trailers offers an economical, lightweight, easy-to-deploy speed control trailer, designed for use in cities, suburban and rural applications. The StreetScout has all of the quality, features and reliability of our larger trailers with everything it needs and nothing that it doesn't.

Compact, yet highly visible

When in use with a MUTCD-compliant speed sign, the trailer stands at 6 ft. Before towing, the sign quickly folds down to reduce wind resistance. Two 12-inch LED digits are easily viewable to greater than 600 feet in direct line-of-sight. With the overspeed and optional flashing strobes, StreetScout will alert drivers to reduce their speed.

Because it works

Numerous studies have shown that MPH speed trailers are effective in reducing speeds of drivers, without requiring an officer to be present. Contact us today and let us show you how easy it is to begin controlling traffic speeds in your work zones, school zones, city streets and neighborhoods.



Features

Compact, lightweight design

Easy to program

Same proprietary radar technology used by Law Enforcement

Durable, trouble-free construction

High visibility

Built-in battery charger with optional solar panel

Tamper-resistant

Warranty

Benefits

Compact design allows for use in nearly any city or rural application. At only 400 lbs., this unit is easy to tow and deploy by one person in most cases.

Easy-to-follow operator instructions with each unit. Need more help? Check out our Youtube channel for a series of informative videos.

Factory programmed to target only approaching traffic.

Welded 11 gauge steel with square tubing. Durable powder-coated finish.

Two 12-inch digits with choice of amber or red super-bright, wide-angle LEDs. Viewable at over 600 ft. Optional over-speed flashing strobes will grab the attention and slow speeding drivers.

Easily recharge batteries from outside locked battery storage box. Extend battery life and operation times with solar panel power assist.

All electronics enclosed inside locked compartments.

Two-year (parts & labor) warranty on *electronics*, *one-year warranty* on the trailer body.

StreetScout Specifications

- Overall dimensions: 52"W x 90"L (incl. tongue)
52"W x 48"L (w/o tongue)
- Overall height: 6 ft. (with sign deployed)
- Overall height: 48" (sign folded for towing)
- Weight: 400 lbs.
- Frame dimensions: 48"W x 48"L
- Frame material: 11 ga., 2" sq. steel tubing
- Coating: Rust-resistant undercoat with graffiti-resistant powder-coated topcoat.
- Tires & wheels: 8" wheels / 4.8-8 tires, locking lug nuts
- Suspension: Leaf springs
- Wiring: Concealed in frame
- Tongue: 2" ball, removable for added security
- Utility (battery) box: 13"H x 14.25"L x 37.5"W
- Jacks: 4 stabilizer jacks

Power

- Battery: One 12V deep-cycle battery
- Charger: Built-in 12V battery charger (easy access plug connection outside utility box)

Display

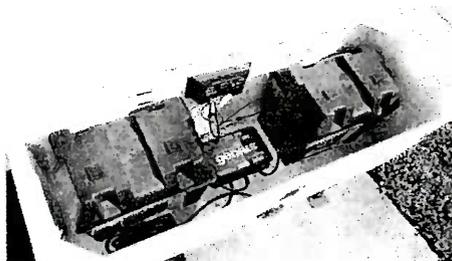
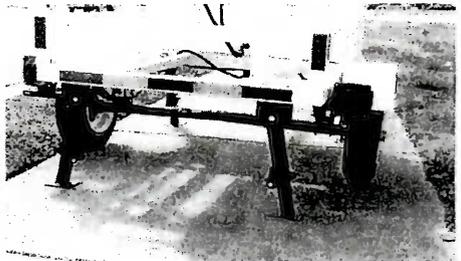
- Display enclosure: 19.5"H x 21.5"W x 5.5"L
- Access door: Water-proof, opens from front with one locking handle
- Display window: Tough, vandal-resistant Lexan™
- Speed digits: Two 12" digits
- Display type: Super-bright, wide-angle LEDs
- Viewing distance: Greater than 600 ft.
- Brightness: Full brightness in day, automatically dims for twilight use to extend battery life
- Battery status: Viewable from outside trailer

Radar

- Radar type: Directional K band radar
- Range: 1,000 ft. for typical vehicles
- Compliance: Complies with FCC Part 15 (no license required)
- Operating Temp: -22° to +160°F

Options / Accessories

- **Strobe kit:** Highly visible flashers activate when overspeed setting is reached.
- **Traffic computer:** Stores speed and traffic volume data and generates reports and graphs.
- **Speed limit sign**
- **Battery options:** One additional 12V battery
- **Solar battery assist:** 20W or 50W panel
- **24/7 Timer**
- **Interior cabinet light**



MPH Industries, Inc.
316 East 9th Street
Owensboro, KY 42303
www.mphindustries.com
info@mphindustries.com
888-689-9222

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-98

A RESOLUTION APPROVING A CONTRACT WITH R.C. SYSTEMS INC. FOR SOFTWARE RELATED TO THE PARKS & RECREATION DEPARTMENT

WHEREAS, the City of Portland’s Recreation Department is seeking to update its processes for the administration of its recreation programs that will be more efficient for participants and administrators; and

WHEREAS, the Parks & Recreation Director has researched this matter and recommends that City Council approve a 5-year contract with R.C. Systems, Inc. in the amount of \$16,700.00 for software and support for the Recreation Department, a copy of a memo from the Parks & Recreation Director and contract is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the 5-year contract with R.C. Systems, Inc. in the amount of \$16,700.00 for software and support for the Recreation Department, a copy of a memo from the Parks & Recreation Director and contract 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: November 20, 2017

Monique I. Miller, City Clerk



November 17, 2017

The Parks and Recreation Department is interested in purchasing a software package in order to provide more convenient and efficient processes for participants and administrators.

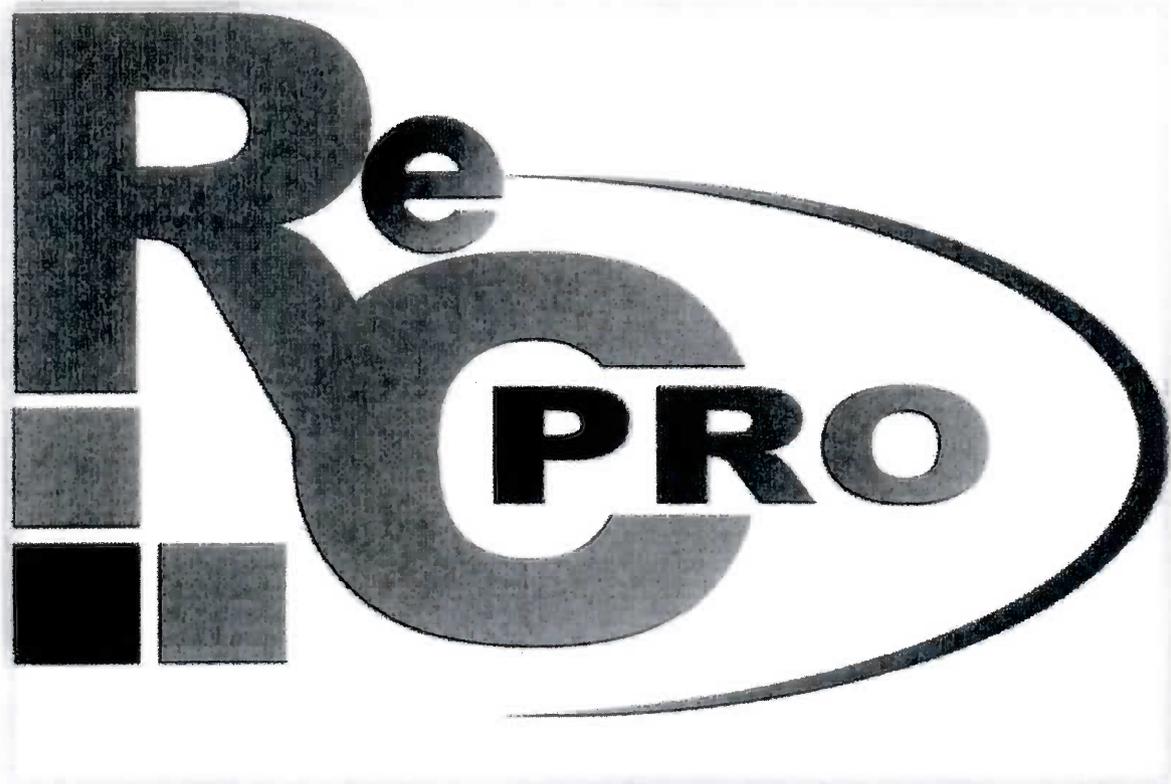
The software features that we sought out include online registration and payment processing capabilities for both recreation programs and park pavilion rentals, an easy access database of all registered participants and renters, ability to market via email and social media platforms, opportunity to run various types of financial and participation reports, and a knowledgeable customer support service.

Our research offered two viable options, Blue Sombrero and RecPro. Blue Sombrero is a free recreation and league management website. After thorough consideration of Blue Sombrero it was determined that it does not provide an option for pavilion rentals nor the overall convenience and efficiency needed for the participants and administrators. RecPro is a software package that offers all the options we are looking for and through a much more convenient system.

RecPro offers discounted pricing though two contract options. The longest contract is a 5 year contract. The first year is \$3,700, which includes training, setup, annual support and system updates. The subsequent 4 years are \$3,250 which includes all the above minus the training and setup. There is also a 3 year contract with breakdowns of \$4,350 and \$3,500. It is recommended that we purchase the RecPro Software and enter into a 5 year contract as it is the most economical option.

Neil Brown
Parks, Recreation, & Cemetery Director
City of Portland
(517) 647-7985
nbrown@portland-michigan.org

“The City of Portland is an equal opportunity provider and employer.”



THE RECREATION SOFTWARE SOLUTION!

End User Licensing Agreement

End User Licensing Agreement

R.C. Systems, Inc. (RCS) develops and distributes recreation software programs and related materials (hereinafter “programs”); End User (“Organization”) desires to obtain the benefits or programs and by signing the included Purchase Agreement and Support & Maintenance Agreement agrees to abide by the terms of this license. Therefore, subject to the following terms and conditions, RCS grants the Organization a nonexclusive license to use the “to be” installed ReCPro™ Software Programs and related materials only as indicated below.

1. **Scope of Work:** RCS shall provide the ReCPro™ Software and perform the consulting services, including installation assistance, training, support and maintenance. The ReCPro™ Software shall be configured as presented to the Organization during the demo process (and as described in Exhibit A). The ReCPro™ software will **NOT** be customized to fit the Organization’s exact needs, but RCS does accept recommendations from all customers on desired functionality. If necessary, RCS will also perform Data Migration of an existing Customer Database so the Organization won’t have to lose any Customer Contact Information. RCS will submit a proposal for the cost of Data Migration upon request. Data Migration does require the Organization to extract customer data from the existing system and provide RCS with a file (*.csv) with headers identifying each column.
2. **Licensed Users:** The ReCPro™ Recreation Software and documentation are licensed to the Organization for concurrent use within the Organization’s business or profession. The Organization may transfer the programs and license to another party provided the other party expressly agrees to all terms and conditions of this agreement prior to the transfer and provided the Organization retain no copies (in any form) of the programs or documentation. Any attempt to assign or transfer this license, except as expressly provided herein, is null and void. RCS has no responsibilities to the new user regarding training, support, maintenance and/or any advice unless RCS and the new user enter into a support and maintenance agreement.
3. **Prohibited Acts:** This license permits only the above listed uses. All other uses are prohibited, except as expressly provided above the Organization may not use, copy or transfer these programs. Specifically, the Organization **MAY NOT**:
 - Make copies of the programs, reports or documentation.
 - **Modify the programs in any manner without the assistance of R.C. Systems, Inc.**
 - **Transmit the programs by electronic means (via email).**
 - **Un-assemble or convert object code to source code in any form.**
 - **Disclose the internal workings of the programs.**

4. **Term:** This license is effective from the day ReCPro™ is installed on the Organization's network until terminated. The Organization may terminate this license by destroying all copies of the programs (in whatever form or medium) including all portions merged with other programs. This license automatically terminates if the Organization fails to comply with any of the terms and conditions of this agreement. The Organization should notify RCS in writing, if the Organization stops using the program. The term is not contingent upon the presence of an active support & maintenance agreement. However, RCS will not be required to offer any support or updates until all arrears from missed support & maintenance premiums (payments) have been satisfied.
5. **Software:** As demonstrated to the Organization, ReCPro™ Software includes all programs and reports necessary to manage data for families, activities, facilities, leagues, memberships, inventory, lockers, boat docks, financials and much more. In addition to the standard ReCPro™ Software which handles Customer Account Management and Activity Registrations, ReCPro™ offers options for Online Registration & Reservation, Facility Reservations & Rentals, League Scheduling & Team Building, Point of Sale (with Inventory), Child Care & Day Camps, Memberships, Locker Rentals and Boat Dock Rentals. Please read the Purchase Agreement and refer to Exhibit 'A' to identify the options the Organization is agreeing to purchase.
6. **Customizations:** RCS does not provide customization of ReCPro™ Software for any individual customers. However, RCS welcomes recommendations on features that will enhance ReCPro™ as RCS is continually improving the product for all users.
7. **Major Software Updates:** RCS is dedicated to continued improvement of the features and functions within the ReCPro™ software product. As these updates are released, the Organization will be entitled to these updates at no additional charge. Updates will be scheduled on a mutually convenient day and time between the Organization and RCS technical support department as long as the Organization is current with Annual Support & Maintenance premiums.
8. **Minor Patch Releases:** RCS is dedicated to correcting any defects* identified within the ReCPro™ software product. As these updates are released, the Organization will be entitled to these updates at no additional charge. Updates will be scheduled on a mutually convenient day and time between the Organization and the RCS Tech Support department as long as the Organization is current with Annual Support & Maintenance premiums. * - *By definition, a 'defect' in a software system is when a feature or function is not operating as it was intended by the software developer.*
9. **System Cost:** Applicable costs related to Software License, Annual Support & Maintenance, Professional Training, Data Migration and Peripheral Equipment are detailed in the "Purchase Agreement" and "Support & Maintenance Agreement".

10. **Implementation Plan:** The implementation of ReCPro™ Software will go through many steps and shall be coordinated with the schedule of the Organization's Implementation Project Manager (IPM). Implementation shall commence immediately following contract signature and down payment (as described in the Payment section of this contract).

- **Step 1:** Secure agreement with the Organization and Process Down Payment.
- **Step 2:** Identify the Organization's Implementation Project Manager (IPM).
- **Step 3:** Provide the Organization's IPM with Startup Documents.
- **Step 4:** Verify list of any ordered POS or Membership equipment.
- **Step 5:** Identify the Organization's Information Technology (IT) Director / Manager.
- **Step 6:** Perform installation and configuration of ReCPro™ SQL Database and Website.
- **Step 7:** Welcome Call to Introduce Trainer and Setup Specific Training Dates & Times.
- **Step 8:** Receive *.csv file(s) from Organization for Data Migration (if applicable).
- **Step 9:** Perform Data Migration (if applicable).
- **Step 10:** Admin Setup Training to Configure all System Setup Tables.
- **Step 11:** System Setup Data Entry by the Organization's Staff.
- **Step 12:** Create Training Database Containing all of Organization's System Setup Info.
- **Step 13:** End User Training – Front Desk Daily Operations.
- **Step 14:** End User Training – Website Setup, Configuration and Operations.
- **Step 15:** Test Transaction Entry by Organization's Staff.
- **Step 16:** Q & A Session with Trainer to Answer any Staff Questions.
- **Step 17:** Implementation Complete.
- **Step 18:** GO LIVE

Detailed explanation for each step of the implementation.

- **Step 1: Secure agreement with the Organization and Process Down Payment.**

A purchase order from the Organization is optional but not required. RCS has provided this agreement that will need to be reviewed, signed and returned. Payment as described in the Payment section of this contract is also required prior to installation.

- **Step 2: Identify the Organization's Implementation Project Manager (IPM).**

The Organization will need to identify their Implementation Project Manager (IPM) which will be a person that:

- Works within the Parks & Recreation Department.
- Has knowledge of all internal business operations, policies & procedures.
- Has computer skills that can be described as an **advanced** or **intermediate** user and not a **beginner**.
- Has authority to make decisions in regards to any changes that may have to be made to any internal business operations, policies & procedures to take advantage of the functionality offered by the new software.

- Has knowledge of and the ability to manage work schedules to ensure the appropriate project team members are available as needed to complete tasks and objectives associated with installation and training.
- Has ability to assign the appropriate project team members to the different training sessions that apply to their role within the department.
- Can be available to attend all training sessions to either be an active participant or to be a “Hands-On” liaison between the project team members and the software trainer.
- Needs to speak with an enthusiastic voice to the project team members about the implementation of the new software and the positive results it holds for everyone involved.

- **Step 3: Provide the Organization’s IPM with Startup Documents.**

RCS will provide the Organization’s IPM with Startup Documents that will help organize all info/data that will be needed during Admin Setup Training. The documents will need to be completed and returned to RCS prior to training.

- **Step 4: Verify list of any ordered POS or Membership equipment.**

Verify with the Organization’s IPM the list of any POS or Membership equipment that has been ordered thru RCS. Identify the ‘Ship To’ address and get all equipment ordered and shipped prior to training. This step can be skipped if the Organization did not order any peripheral equipment through RCS.

- **Step 5: Identify the Organization’s Information Technology (IT) Director / Manager.**

If the Organization’s IT Director / Manager cannot be available to assist with installation, they will need to identify an IT Staff Member that:

- Has Administrator Access/Privileges to the Database Server, the Web Server and each user’s PC.
- Has knowledge of the Organization’s LAN & WAN configuration.
- Has ability to change firewall settings.
- Has ability to setup/configure Internet Information Services (IIS) in Windows Server.
- Has ability and authority to grant remote access to the RCS Support team to connect to the Servers for installation and configuration of MS SQL Database.

- **Step 6: Perform installation and configuration of ReCPro™ SQL Database and Website.**

RCS Support Team will schedule an appointment with the Organization’s IT Department and “remotely” complete the installation and configuration of ReCPro™ SQL Database and Website. RCS Support Team will provide the Organization’s IT Department with the installation files and instructions for the Client Installation with the expectation the Organization’s IT Department will complete the Client Installation on all User’s PC’s.

- **Step 7: Welcome Call to Introduce Trainer and Setup Specific Training Dates & Times.**

RCS will schedule and complete a Welcome Call with the Organization's IPM. The purpose of this 15 minute phone conference is to introduce the Organization's IPM to the ReCPro™ Software Trainer and to also establish a Training Schedule that will match up with Organization's proposed "Go Live" date.

- **Step 8: Receive *.csv file(s) from Organization for Data Migration. (if applicable)**

The Organization will need to provide RCS with *.csv file(s) of all data from current system that was agreed to be uploaded into ReCPro™. RCS is not responsible for extracting data from the Organization's current system.

- **Step 9: Perform Data Migration. (if applicable)**

RCS will write custom scripts to upload Organization's data into ReCPro™. Organization will review all data uploaded and identify any discrepancies or inconsistencies that will need to be corrected. RCS will perform a FINAL upload prior to Organization's GO LIVE.

- **Step 10: Admin Setup Training to Configure all System Setup Tables.**

"Admin Setup" Training will be performed 'On-Line' and will typically span a couple of days. RCS uses *TeamViewer* or *GoTo Meeting* webinar software to perform 'On-Line' Training. The Admin Setup Training will include the Organization's IPM and at the most 1 to 2 other Power Users(*) that will take ownership over setting up and maintaining the system. Data Entry of all system setup info by these Power Users(*) will be required prior to End User Training.

- **Step 11: System Setup Data Entry by the Organization's Staff.**

Throughout the different Phases of Admin Setup Training, the Organization's Staff will be responsible for Data Entry of all of the System Setup information. The RCS trainer will guide the Organization's Staff during the training sessions, but it will be the responsibility of the Organization's Staff to complete all Data Entry.

- **Step 12: Create Training Database Containing all of Organization's System Setup Info.**

Upon completion of the Admin Setup Training and all applicable data entry, RCS Support Team will create a Training Database that includes all of the Organization's setup information so the End User training is more meaningful.

- **Step 13: End User Training – Front Desk Daily Operations.**

"End User" Training will focus on Front Desk Daily Operations and Reporting and can be performed either 'On-Line' or 'On-Site'. RCS recommendation is to include only the Power Users(*) in the appropriate training sessions and then allow those Power Users(*) to train the rest of the staff within their department.

- **Step 14: End User Training – Website Setup, Configuration and Operations.**

RCS recommendation is to include 1 to 2 staff members that will be responsible for managing and updating the website. Training will focus on the creation and update of content pages and linking the website with the database items to be sold through the website.

- **Step 15: Test Transaction Entry by Organization's Staff.**

Utilizing the Training Database that will contain all of the Organization's System Setup information, the Organization's Staff will process test transactions in preparation of the GO LIVE Date.

- **Step 16: Q & A Session with Trainer to Answer any Staff Questions.**

After putting through test transactions and executing daily reports, RCS will provide a Q&A session for the Organization's Staff to answer any final questions prior to the GO LIVE Date.

- **Step 17: Implementation Complete.**

Implementation is now complete and the Organization should be ready to GO LIVE. At this point, the Organization will rely upon RCS Tech Support for any questions or issues that come up after GO LIVE.

(* **Power User** is defined as a person that has computer skills that can be described as an *advanced* or *intermediate* user and not a *beginner*. Typically a Power User will have had experience with Database Software Applications in the past.

11. **Training:** RCS will provide all necessary training for ReCPro™ Software. Admin Setup Training will be performed On-Line and then End User Training will be performed On-Line unless On-Site Training (along with Travel Expenses) was agreed upon. RCS professional recommendation is to include only the Power Users in the appropriate training sessions and then allow those Power Users to train the rest of the staff within their department. This method is referred to as "Train the Trainer". Scheduling of training dates and times will be determined by mutual convenience of the RCS training staff along with the Organization's IPM and Power Users.

12. **End User Responsibility:** It is the end user's responsibility to provide all required hardware (Servers & PC's) and hardware components, operating systems, wiring, and connectivity in a manner that is compatible to the needs of ReCPro™. It is also a requirement for Users to allow RCS Support to remotely connect to User's PC's so that RCS may remotely support ReCPro™. RCS currently uses *TeamViewer* and *GoTo Meeting* which requires Users to initiate connection and allows RCS Support to connect directly to specific PC's on the Organization's network.

13. **Source Code:** In the event that R.C. Systems, Inc. goes out of business or discontinues development & support of ReCPro™, the Organization will be given a CD containing all of the source code for the ReCPro™ system and any supporting documentation. Under no other circumstance will the Organization be given a copy of the source code. Discontinued Support does not refer to RCS refusal to support clients not entered into an active contract.

14. **Contract Length:** Initial contract coverage period will be sixty (60) months and will commence on the 1st day of the next month following the installation of the ReCPro™ SQL Server Database on the Organization server even if the Organization does not begin using the software product by that date. *For example, if the ReCPro™ SQL Server Database is installed on the Organization's server on November 12th, the contract commencement date will be December 1st.* Support & Maintenance premiums will be due annually on the anniversary of the contract commencement date. Annual Support & Maintenance premiums will be subject to a maximum of fifteen percent (15%) increase after the initial contract coverage period has expired.

Within ninety (90) calendar days in advance of the initial contract coverage period expiring, RCS will offer a new contract coverage period. Standard contract lengths are twelve (12), thirty-six (36) and sixty (60) months. In the event the Organization does not want to renew for another term, the Organization **MUST** notify RCS in writing at least sixty (60) calendar days in advance of the anniversary of the original contract commencement date of the Organization's intent not to renew for another term.

15. **Support & Maintenance Agreement:** RCS shall provide ongoing support and maintenance service for the ReCPro™ system so long as the Organization is current with Annual Support & Maintenance premiums (payments). Within forty-five (45) to sixty (60) days of the anniversary of the contract commencement date, RCS will submit an invoice to the Organization that will include the Annual Support & Maintenance premium for the next twelve (12) month coverage period. Payments for the Annual Support & Maintenance premiums are expected to be made prior to the anniversary of the contract commencement date. Support will be provided during normal business hours (8:00am – 8:00pm EST) Monday through Friday. Support will not be provided on Saturday or Sunday unless arranged prior to a particular weekend at an additional charge.

16. **Termination:** RCS may terminate the Support & Maintenance Agreement for non-payment of funds by providing ninety (90) calendar days written notice of non-payment. During such ninety (90) calendar days, the Organization shall be entitled to cure by providing RCS with payment in full. In the event of cure, RCS may not terminate its obligations under this Support & Maintenance Agreement. In the event the Organization does not want to renew Support & Maintenance, the Organization **MUST** notify RCS in writing at least ninety (90) calendar days in advance of the Expiration Date of the current coverage period of the Organization's intent not to renew Support & Maintenance.

17. **Total Commitment:** Below is a chart that outlines the total commitment for the sixty (60) month contract length.

Year	Setup & Training	Annual Fee	SSL & Hosting	Total Fee
Year 1 – Software, Installation, Training & Support	\$450.00	\$2,500.00	\$750.00	\$3,700.00
Year 2 – Annual Fees		\$2,500.00	\$750.00	\$3,250.00
Year 3 – Annual Fees		\$2,500.00	\$750.00	\$3,250.00
Year 4 – Annual Fees		\$2,500.00	\$750.00	\$3,250.00
Year 5 – Annual Fees		\$2,500.00	\$750.00	\$3,250.00
Grand Total	\$450.00	\$12,500.00	\$3,750.00	\$16,700.00

18. **First Year Payments:** First year payments shall be made as per the below listed schedule unless a payment plan has been selected:

Payment due upon contract signing:	\$2,500.00 (Software & Support)
Payment due upon completion of Admin Setup Training:	\$1,200.00 (Training, SSL, Hosting)
	=====
Grand Total Due:	<u>\$3,700.00</u>

Payments for any other service after the initial system is installed for additional modules, training, equipment, etc. must be made Net 30 after date invoiced. Failure to pay invoices in 30 days will result in RCS putting the Organization on C.O.D. terms for any future billings.

19. **Governing Laws:** This agreement will be governed by the applicable laws of the State of Michigan and the laws of the United States of America.

20. **Covenant to Safeguard Programs and Documentation:** The Organization agrees to use best efforts and good faith to protect these programs and documentation from unauthorized use, reproduction or disclosure.

21. **Limited Warranty:** RCS warrants, for a period of ninety (90) days from the date of purchase as evident by a copy of the signed Purchase Agreement, the installed copy of ReCPro™ Software will contain the Purchased features demonstrated to the Organization and documented in Exhibit 'A'.

RCS warrants, for the duration of the license agreement notwithstanding anything to the contrary contained herein, that the installed copy of ReCPro™ Software does not infringe any third-party's intellectual property rights. RCS shall indemnify, defend and hold the Organization harmless from and against all claims, suits, damages, settlements and judgments arising out of any breach of the warranty in the preceding sentence.

RCS does not warrant the operation of the installed copy of ReCPro™ Software will meet the Organization's exact requirements.

RCS does not warrant the operation of the installed copy of ReCPro™ Software will be without errors or interruptions.

RCS does not warrant the documentation is correct.

All system errors will be corrected under the terms of the Support & Maintenance Agreement. RCS assumes no responsibility for errors or discrepancies found or problems the Organization encounters as a result of improper input of data by users.

22. **Attorney Fees:** In the event either party brings a lawsuit to enforce the terms of this contract, or arising from breach of contract, the prevailing party shall be entitled to its costs and reasonable attorney's fees for bringing or defending the action.
23. **Nondisclosure of Data:** Data provided by the Organization either before or after contract award shall only be used for its intended purpose. RCS or any Employees or Sub-Contractors shall not utilize nor distribute the Organization's data in any form without the express written approval of the Organization.
24. **Entire Agreement:** The Organization agrees that this agreement represents the entire understanding between RCS and the Organization and supersedes all proposals or prior agreements, verbal or written and any other communications between the parties relating to the subject matter of this agreement.

If the Organization has any questions concerning this agreement, please contact R.C. Systems, Inc. in writing:

R.C. Systems, Inc.
35807 Moravian Drive
Clinton Township, MI 48035



THE RECREATION SOFTWARE SOLUTION!

Purchase, Support & Maintenance Agreement

The Purchase, Support & Maintenance Agreement WILL cover:

- ReCPro™ Software Licenses – RCS will provide software licenses to the Organization that include the access and use of the modules, programs and reports demonstrated to the Organization and described in Exhibit A.
- Implementation Costs – RCS will remotely connect to the Organization's server for the purposes of installing and configuring the MS SQL Database and eCommerce Website. RCS will provide remote training and assist with setting up the system.
- Remote Technical Support – RCS will provide technical support to answer any questions or to help solve any issues in regards to the ReCPro™ Software product during normal business hours (8:00am – 8:00pm EST) Monday through Friday. Support will be offered via Phone, email and remote connections (ex: TeamViewer, Remote Desktop, GoTo Meeting).
- Remote Equipment Support – RCS will provide equipment support during normal business hours (8:00am – 8:00pm EST) Monday through Friday for any peripheral Membership or POS Equipment sold by RCS. Support will be offered via Phone, email and remote connections (ex: TeamViewer, Remote Desktop, GoTo Meeting).
- Major Update Releases – RCS is dedicated to continued improvement of the features and functions within the ReCPro™ software product. As these updates are released, the Organization will be entitled to these updates at no additional charge. Updates will be scheduled on a mutually convenient day and time between the Organization and the RCS Technical Support department.
- Minor Patch Releases – RCS is dedicated to correcting any defects* identified within the ReCPro™ software product. As these updates are released, the Organization will be entitled to these updates at no additional charge. Updates will be scheduled on a mutually convenient day and time between the Organization and the RCS Technical Support department. * - By definition, a 'defect' in a software system is when a feature or function is not operating as it was intended by the software developer.
- Data Maintenance – Through the Technical Support department, RCS will assist with repairing any corrupted data files because of power outages, system defects or user error.

The Purchase, Support & Maintenance Agreement **WILL NOT** cover:

- Data Migration Costs – If the Organization decides to import data from existing system, RCS will provide an estimated cost for this additional service which is not included with the standard agreement and will be the responsibility of the Organization.
- Integration Costs – Any costs related to the integration with any other software, payment gateway, peripheral equipment or service not listed in the proposal, end user license agreement or purchase, support & maintenance agreement will be the responsibility of the Organization.
- Travel Costs – Any costs related to RCS staff having to travel to the Organization for the purposes of On-Site installation, support or training. RCS offers ‘remote’ installation, support and training, so any travel costs required will be the responsibility of the Organization.
- Network / PC Support – RCS will not support any workstations, servers, network equipment, firewalls or operating systems. The organization will be responsible to maintain all of this type of equipment which is required to operate the ReCPro™ Software product.
- Other Peripheral Equipment – RCS will not support any peripheral Membership or POS equipment that was not purchased through RCS.
- Other Software Support – RCS will not support any other software being used by the Organization. If the Organization needs assistance with other software being used, the Organization will need to contact the provider of that software.

The ReCPro™ Purchase, Support & Maintenance Agreement requires the Organization to allow RCS Support to remotely connect to User's PC's so that RCS may remotely support ReCPro™. RCS currently uses **TeamViewer** and **GoTo Meeting**. Both require Users to initiate connection and they both allow RCS Support to connect directly to specific PC's on the Organization's network.

RCS shall provide ongoing support and maintenance for the ReCPro™ system so long as the Organization is current with Annual Support & Maintenance premiums (payments). Within forty-five (45) to sixty (60) days of the anniversary of the contract commencement date, RCS will submit an invoice to the Organization that will include the Annual Support & Maintenance premium for the next twelve (12) month coverage period. Payments for the Annual Support & Maintenance premiums are expected to be made prior to the anniversary of the contract commencement date.

Initial contract coverage period will be sixty (60) months and will commence on the 1st day of the next month following the installation of the ReCPro™ SQL Server Database on the Organization server even if the Organization does not begin using the software product by that date. *For example, if the ReCPro™ SQL Server Database is installed on the Organization's server on November 12th, the contract commencement date will be December 1st.* Support & Maintenance premiums will be due annually on the anniversary of the contract commencement date. Annual Support & Maintenance premiums will be subject to a maximum of fifteen percent (15%) increase after the initial contract coverage period has expired.

Within ninety (90) calendar days in advance of the initial contract coverage period expiring, RCS will offer a new contract coverage period. Standard contract lengths are twelve (12), thirty-six (36) and sixty (60) months. In the event the Organization does not want to renew for another term, the Organization **MUST** notify RCS in writing at least sixty (60) calendar days in advance of the anniversary of the original contract commencement date of the Organization's intent not to renew for another term.

Purchase, Support & Maintenance Agreement

The Organization Name listed below will be the name in which ReCPro™ Software is registered. Please complete all information on this form and return to R.C. Systems, Inc.

By signing this page I am agreeing to the terms stated in
the End User License Agreement and the Purchase, Support & Maintenance Agreement.

Organization Name _____

Address _____

City, State, Zip _____

Phone Number _____

Purchaser Signature _____ Date _____

Purchaser Name _____ Title _____

RCS Signature Dale R. Geiger Date 11/16/2017

RCS Printed Name Dale R. Geiger Title Vice-President

ReCPro™ Software & Support, Installation and Training	Purchase Price
<i>ReCPro™ Software & 1st Year Support and Maintenance for (5) Concurrent User Licenses featuring Activity Registration; Facility Reservation & Rentals; eCommerce Website (for Online Purchases & Payments); Integrated Payment Processing; Customer Account Management; Merchandise Sales; General Ledger Export; e-Mail Marketing Campaigns; User Management; System Setup & Admin Features. (Annual Fee)</i>	\$2,500.00
ReCPro™ Professional Installation & Configuration – Completed Remotely	\$0.00
ReCPro™ Professional Training – 25 Hours	\$450.00
SSL Certificate – for Secure Transactions on eCommerce Website (Annual Fee)	\$250.00
3 rd Party Website Hosting for eCommerce Website (Annual Fee)	\$500.00
Grand Total - All Amounts Payable in U.S. Dollars	\$3,700.00

ALL SALES ARE FINAL



THE RECREATION SOFTWARE SOLUTION!

Exhibits

Exhibit A – ReCPro™ Software Features

ReCPro™ is a complete and standardized Recreation Management Software Solution that includes features / modules that efficiently helps Recreation Departments manage Families (Customer Accounts), Activity Registrations, Facility Reservations, League Scheduling, Memberships, Online Registration & Reservation, Point of Sale (with Inventory), Child Care & Day Camps, Locker Rentals, Boat Dock Rentals and Electronic Payment Processing (Credit Card & ACH). The Software Features the Organization has agreed to purchase have been highlighted in RED.

- Families (Customer Accounts) – ReCPro™ allows users to efficiently manage family data by organizing all family members into a shared 'household'. Family information includes name, address, phone numbers, email address, notes, birth date, age, grade, gender and emergency contacts. Full account management is also included with tracking Payment History, Activity History, Open Balances & Credits, etc.
- Activity Registrations – ReCPro™ allows users to efficiently manage Enrollment Levels, Fees, Restrictions for Age, Grade & Gender, Rosters, Waivers and Wait Lists. ReCPro™ captures all Revenue associated with each activity and allows for Refunds and Transfers and also allows the user to capture Expenses incurred by Instructor Salary or Materials Purchased for the Activity or Event for the purpose of producing a profit / loss statement. ReCPro™ comes equipped with reports for Rosters, Attendance Sheets, Customer Activity History, Demographic, Revenue, Expense and Profit / Loss. There are also 'Mass Email' and 'Mass Mail' (labels) features included.
- Facility Reservations – ReCPro™ allows users to efficiently manage Reservations for Recreation Activities along with Rentals by Organization members and prevents against double bookings. ReCPro™ allows users to setup typical rental fees for specific rooms, equipment and personnel along with Security Deposits. Calendars can be produced by Day, Week or Month and can be viewable on the registration website if desired. ReCPro™ comes equipped with reports for Calendars, Schedules, Reservation Signs, Demographic and Revenue. There are also 'Mass Email' and 'Mass Mail' (labels) features included.
- League Scheduling – ReCPro™ allows users to efficiently manage Players, Coaches, Teams, Games & Practices. ReCPro™ can automatically build team rosters and game and practice schedules. ReCPro™ comes equipped with reports for Coaches Rosters, Schedules, Demographic and Revenue. There are also 'Mass Email' and 'Mass Mail' (labels) features included.

- Memberships – ReCPro™ allows users to efficiently manage Memberships, Seasonal Passes, Visit Passes and Members. ReCPro™ allows the user to define all membership types and plans and allows the user to design their own membership cards. ReCPro™ is flexible enough to offer Membership Cards or Key Tags. ReCPro™ allows the Organization to track Member Activity through a ‘check in’ program that allows members to scan their id upon arrival to the facility. ReCPro™ comes equipped with reports for Member Activity, Expiring Memberships, Demographic and Revenue. There are also ‘Mass Email’ and ‘Mass Mail’ (labels) features included.
- Online Registration & Reservation – ReCPro™ allows users to efficiently manage ‘Online Registration’ and ‘Online Reservations’. ReCPro™ provides a complete Content Management Website with online registration that can replace an existing website that may already exist. By providing a Content Management system, ReCPro™ empowers the users to creatively manage the registration website by changing content, uploading documents, images, etc. The ReCPro™ website communicates directly with the local ReCPro™ SQL Database and all transactions are real time and any updates to activities automatically upload to the website. Website comes equipped with a Calendar feature that allows customers to review Facility Availability and request reservations that will need approval from staff. Online Rentals are also an option where customers can rent and pay without the need for approval.
- Point of Sale – ReCPro™ allows users to efficiently manage Inventory, Purchase Orders and Vendors. ReCPro™ allows users to build their own Touch Screen menu for sales and also allows users to update the database with related UPC codes for scanning. The point of sale feature is intended for use in a concession stand environment. ReCPro™ comes equipped with reports for Inventory Value, Transactions, Reorder, Open Orders, Overdue Items and Merchandise Revenue.
- Child Care & Day Camps – ReCPro™ allows users to efficiently manage Before/After School Care programs along with Summer Day Camps. Billing options for Daily, Weekly and Monthly. Registration options for ‘flexible’ or ‘fixed’ where family can either choose the days they will attend or will be forced to sign up for the entire program. ReCPro™ comes equipped with reports for Rosters, Attendance Sheets, Sign In/Out Sheets, End of Year Tax Statement, Demographic and Revenue. There are also ‘Mass Email’ and ‘Mass Mail’ (labels) features included.
- Locker Rentals – ReCPro™ allows users to efficiently manage Locker Rooms that are open for rental. ReCPro™ allows users to setup typical rental fees for *specific lockers* along with Security Deposits. Search for available lockers and create rentals for a specific term. Create Contracts, Invoices, Statements and keep track of Wait Lists.

- Boat Dock Rentals – ReCPro™ allows users to efficiently manage Marinas that have docks open for rental. ReCPro™ allows users to setup typical rental fees for specific Boat Docks along with Security Deposits. Search for available docks and create rentals for a specific term. Create Contracts, Invoices, Statements and keep track of Wait Lists. There are also options to track Customer's boat information with Make, Model, Name, Size, Registration, Insurance, etc.
- Electronic Payment Processing – ReCPro™ allows users to process credit cards or utilize ACH processing. All payment processing is PA-DSS Compliant which will help the Organization maintain PCI Compliance. ReCPro™ uses a 'Secure Re-Direct' for website payments and for internal/over-the-counter payments will utilize a secure magnetic stripe reader that communicates with the Payment Processor and ReCPro™ to validate the payment and pass validation information on to ReCPro™. All money collected through Payment Processor is deposited directly into the Organization's bank account within 24-48 hours of the end of each business day.

Exhibit B – 5 Year Term – Total Commitment

Year	Setup & Training	Annual Fee	SSL & Hosting	Total Fee
Year 1 – Software, Installation, Training & Support	\$450.00	\$2,500.00	\$750.00	\$3,700.00
Year 2 – Annual Fees		\$2,500.00	\$750.00	\$3,250.00
Year 3 – Annual Fees		\$2,500.00	\$750.00	\$3,250.00
Year 4 – Annual Fees		\$2,500.00	\$750.00	\$3,250.00
Year 5 – Annual Fees		\$2,500.00	\$750.00	\$3,250.00
Grand Total	\$450.00	\$12,500.00	\$3,750.00	\$16,700.00

- Annual Support can be increased if other modules are added over the term of the contract.
- SSL & Website Hosting could increase if costs for those services increase.
- Within ninety (90) calendar days in advance of the initial contract coverage period of sixty (60) months expiring, RCS will offer a new contract coverage period. Standard contract lengths are twelve (12), thirty-six (36) and sixty (60) months. In the event the Organization does not want to renew for another term, the Organization **MUST** notify RCS in writing at least sixty (60) calendar days in advance of the anniversary of the original contract commencement date of the Organization’s intent not to renew for another term. Annual Support & Maintenance premiums will be subject to a maximum of fifteen percent (15%) increase after the initial contract coverage period has expired.

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, November 6, 2017

In Council Chambers at City Hall

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

Guests: Cortney Smith with St. Patrick School

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

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

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Under City Manager Report, City Manager Gorman reported that after an extensive hiring process Sgt. Star Thomas has been appointed Chief of Police. He is excited about the change.

Chief Thomas addressed the Council and thanked City Manager Gorman for the opportunity to lead the Police Department. She stated her hope that she makes everyone proud.

City Manager Gorman stated the City is exploring options for a new Police Department.

The required documents for the DEQ Brownfield Development Grant were submitted last week. Discussions with ADM Alliance Nutrition have resumed for renewal of the donation agreement for the property at Grand River Ave. and Divine Hwy.

The City should be notified later this month whether funding will be awarded for the Divine Hwy. Bridge Replacement Project. If the City receives funding for the project, the project will not take place for 3 years so there will be time to plan additional funds etc.

If all aspects of planning come together, the Divine Hwy. Bridge will be reconstructed with a new trajectory across the Looking Glass River. This would allow the current bridge to remain open during construction and would eliminate the need for a lengthy detour.

The Planning Commission will meet Wednesday, November 8, 2017 and will begin consideration of the Land Division Act and how to handle the construction of the road for Sparrow's development and future development of the 58 acres at Grand River Ave. and Cutler Rd. They will also discuss potential updates to the Zoning Ordinance and the "Sunset Clause" (Section 28-8 (e)) in the Sign Ordinance.

The survey for the Parks and Recreation Master Plan process is well underway. The survey will close on November 9, 2017. When the last survey was done there were 230 respondents, there have been 420 respondents to date on the current survey. The next step in the process will be to hold a Public Hearing.

City Manager Gorman stated that he will be meeting with representatives of Granger Container on November 14, 2017 to discuss recycling options for commercial customers in the City of Portland.

Under Presentations, DDA/Main Street Director Conner Wellman reported that the new website, which includes a community calendar, has been launched and has been well received. A workshop for property owners was presented with the RRC Community Assistance Team, MI Grant Administrators, and Michigan Main Street Design Team on Friday, October 27, 2017 that was attended by 22 individuals, 4 from neighboring communities.

Director Conner Wellman thanked the DPW for their assistance in the cleanup of Scout Park. She also noted that the glass in the Kent Street clock has been replaced and that the fall décor in the Downtown has been extremely well received.

The Volunteer Appreciation Event will be held on Thursday, November 9, 2017 at the Escape Room and Two Rivers Counseling where food from 8 eateries will be served. Twelve local businesses will be represented and there will be 43 attendees.

Under New Business, the Council considered Resolution 17-89 to approve Pay Request No. 2 in the amount of \$437,955.70 to CL Trucking, Inc. for work completed through October 27, 2017 on the James Street Improvement Project. The Engineer on the project has reviewed the pay request and is recommending its approval.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 17-89 approving Pay Request No. 2 to CL Trucking, Inc. for work done on the James Street Improvement Project.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 17-90 to approve an energy purchase in the amount of \$94,608.00 through the Michigan Public Power Agency to meet a portion of its future load requirements for the calendar year 2021. At its regular meeting on October 17, 2017, the Board of Light and Power voted to recommend that Council approve the purchase.

Motion by Baldyga, supported by Johnston, to approve Resolution 17-90 approving an energy purchase for the Board of Light and Power through the Michigan Public Power Agency.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 17-91 to approve the purchase of a 2018 GMC Sierra 2500HD pickup truck for the Department of Public Works (DPW) in the amount of \$28,820.75 through the MiDeal program. The DPW currently operates a 2010 4WD Ford F-150 with approximately 42,000 miles that is in good condition and will be repurposed to the Ambulance Department for meter reading activities. The Ambulance Department currently uses a 2006 Ford Crown Victoria with over 130,000 miles that has fallen into disrepair.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 17-91 approving the purchase of a 2018 GMC Sierra 2500HD pickup truck for the Department of Public Works.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 17-92 to approve a Traffic Control Order establishing “no parking” along the western curb of Union Street between Grand River Ave. and Grove St. During athletic and community events at Father Flohe Field, attendees will often park on both sides of Union St. between Grand River Ave. and Grove St., thus creating a safety hazard.

City Manager Gorman further explained the parking issues around Father Flohe Field and thanked St. Patrick Parish for being a great community partner.

Cortney Smith, of St. Patrick Parish, stated they are in favor of the parking changes.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 17-92 approving a Traffic Control Order establishing “no parking” along the western curb of Union Street between Grand River Avenue and Grove Street.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

The Council considered Resolution 17-93 to appoint Police Chief Star Thomas as the City of Portland representative on the Ionia County Central Dispatch Board of Directors.

Motion by Baldyga, supported by Fitzsimmons, to approve Resolution 17-93 appointing Police Chief Star Thomas as the City of Portland representative on the Ionia County Central Dispatch Board of Directors.

Yeas: Baldyga, Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

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 October 16, 2017, payment of invoices in the amount of \$539,032.79 and payroll in the amount of \$209,664.78 for a total of \$748,697.57. There were no purchase orders over \$5,000.00.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman thanked the Electric Department crew for their work in removing the utility poles along Grand River Ave. Removal of the utility poles was the result of much planning.

The City Council Goal Session will be held Monday, January 29, 2018.

The City Council Election will be held tomorrow, Tuesday, November 7, 2017.

City Manager Gorman extended congratulations to the St. Patrick's football team for their Regional Championship and the Portland football team for their District Championship. Portland is proud of its athletes and the community support.

Under Council Comments, Council Member Baldyga expressed his pleasure in seeing members of the community working collaboratively to make things happen.

Mayor Barnes extended his thoughts and prayers to the community in Texas that recently experienced a mass shooting.

Mayor Barnes reminded residents that the winter parking ban is now in place through April 30, 2018.

Mayor Barnes stated that Roger Habegger, member of the Board of Light and Power, former Council Member and CEO of ADM Alliance Nutrition, has resigned from the Board of Light and Power in order to move closer to his family.

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

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 7:55 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the November 6, 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 Fitzsimmons, Baldyga and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Thomas; DDA/Main Street Director Conner Wellman

Presentation – DDA/Main Street Director Conner Wellman provided a report on downtown activities.

Approval of Resolution 17-89 approving Pay Request No. 2 to CL Trucking, Inc. for work done on the James Street Improvement Project.

All in favor. Adopted.

Approval of Resolution 17-90 approving an energy purchase for the Board of Light and Power through the Michigan Public Power Agency.

All in favor. Adopted.

Approval of Resolution 17-91 approving the purchase of a 2018 GMC Sierra 2500HD pickup truck for the Department of Public Works.

All in favor. Adopted.

Approval of Resolution 17-92 approving a Traffic Control Order establishing “no parking” along the western curb of Union Street between Grand River Avenue and Grove Street.

All in favor. Adopted.

Approval of Resolution 17-93 appointing Police Chief Star Thomas as the City of Portland representative on the Ionia County Central Dispatch Board of Directors.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:55 P.M.

All in favor. Adopted.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AT&T	00686	PHONE SERVICE - WASTE WTR	68.39
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	1,785.50
BRD PRINTING INC.	02315	2017 TAX BOOKLETS - INCOME TAX	698.60
BRD PRINTING INC.	02315	IND TAX FORMS - INCOME TAX	43.50
B&W AUTO SUPPLY, INC.	00030	SUPPLIES, PARTS- VARIOUS DEPTS	1,655.81
CENTURYLINK	01567	PHONE SERVICE - VARIOUS DEPTS	6.29
CINTAS-725	00083	UNIFORM & RUG CLEANING - VARIOUS DEPTS	1,178.75
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	426.64
CONSUMERS ENERGY	00095	GAS SVC - ELECTRIC	201.69
CONSUMERS ENERGY	00095	GAS SERVICE - WASTE WTR	16.08
CONSUMERS ENERGY	00095	GAS SERVICE - WW	309.82
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	274.06
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	35.27
CONSUMERS ENERGY	00095	GAS SVC - WATER	24.94
CONSUMERS ENERGY	00095	GAS SVC - MTR POOL	62.59
CONSUMERS ENERGY	00095	GAS SVC - PARKS	20.39
CONSUMERS ENERGY	00095	GAS SVC - WATER	17.91
CONSUMERS ENERGY	00095	GAS SVC - CITY HALL	319.89
CULLIGAN	02130	WATER - CITY HALL	7.00
DELTA PAINTING	MISC	CITY HALL PAINTING WEST WING HALL & OFFICES -	1,460.00
FAMILY FARM & HOME	01972	GLOVES, ANTIFREEZE - CEM, PARKS	37.27
FAMILY FARM & HOME	01972	ANTIFREEZE - PARKS, CEM	3.29
FAMILY FARM & HOME	01972	SCREWS - MTR POOL	4.40
FAMILY FARM & HOME	01972	RATCHET TIES - MTR POOL	26.99
FLEIS & VANDENBRINK	00153	SPARROW (RD) SURVEY AND TOPO PREDESIGN - LOC S	5,843.42
FLEIS & VANDENBRINK	00153	ENGINEERING SVC - JAMES ST RES 17-11	66,722.77
FLEIS & VANDENBRINK	00153	ENGINEERING ST PAT'S OUTBUILDING - GENERAL	648.00
FLEIS & VANDENBRINK	00153	SAFE ROUTES TO SCHOOL- GENERAL	288.00
FLEIS & VANDENBRINK	00153	ASSET MANAGEMENT PLAN - WATER	1,222.15
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - MTR POOL	593.51
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - MTR POOL	494.96

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - MTR POOL	519.98
GRANGER CONTAINER SERVICE	00175	REFUSE - WW	152.58
GRANGER CONTAINER SERVICE	00175	REFUSE - ELECTRIC	152.58
GRANGER CONTAINER SERVICE	00175	REFUSE - DPW	374.26
GRANGER CONTAINER SERVICE	00175	REFUSE - REFUSE	12,578.32
GRANGER CONTAINER SERVICE	00175	RECYCLING - REFUSE	1,534.60
INSOURCE SOLUTIONS GROUP INC.	01813	EFILE RETURNS - INC. TAX	96.00
IONIA OCCUPATIONAL HEALTH SERVICES	02275	VACCINE - WW	53.00
I.T. RIGHT	02440	HDMI CABLES - DDA, ASSESSOR	14.80
KENDALL ELECTRIC	00225	ELBOWS - ELECTRIC	549.24
KENDALL ELECTRIC	00225	CONDUIT - JAMES STREET - ELECTRIC	2,136.75
KENDALL ELECTRIC	00225	CONDUIT JAMES STREET - ELECTRIC	453.25
KEUSCH SUPER SERVICE	00228	TIRES FOR LEAF MACHINE - MOTOR POOL	199.98
KEUSCH SUPER SERVICE	00228	TIRES #912 - MOTOR POOL	199.98
LED OUTFITTERS	02483	LIGHT BAR PICK UP TRUCK - MOTOR POOL	326.85
LITE'S PLUS	00243	LED RETRO FIT KIT - MOTOR POOL	259.00
LITE'S PLUS	00243	LED FIXTURES - MOTOR POOL	139.90
D&K TRUCK COMPANY	02257	PIN SPRING & TUBE COOLOUT - MOTOR POOL	374.12
MARK SPOHN	02110	MOWING LEIK'S GROVE 10/12 - 10/27 - COMM PROM.	230.00
MHR BILLING	01780	BILLING FOR OCT 2017 - AMB	792.00
MICHIGAN.COM	02336	LEGAL NOTICES - CODE, GEN	341.42
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	4,297.00
MUNICIPAL SUPPLY CO.	00324	SUPPLIES - WATER	140.05
PLEUNE SERVICE COMPANY INC.	00741	SERVICE HVAC - ELEC	600.00
PLEUNE SERVICE COMPANY INC.	00741	QTRLY MAINT PLUS FILTERS - GEN	779.00
RESCO	00392	STREET LIGHT KITS - ELECTRIC	793.00
SCHWEITZER ENGINEERING LABORATORIE	02484	RECLOSURE CONTROLS - ELECTRIC <i>Res. #17-66</i>	16,020.00
SLC METER LLC	02286	FLANGE KIT - WATER	111.72
STEVENS, KIRINOVIC, & TUCKER PC	02476	MDOT AUDIT	2,000.00
STAPLES BUSINESS ADVANTAGE	00426	SUPPLIES - VARIOUS DEPTS	764.05
TOM'S FOOD CENTER	00452	SUPPLIES - VARIOUS DEPTS	317.15

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA - ELEC	225.00
VERIZON WIRELESS	00470	PHONE AND DATA - VARIOUS DEPTS	965.17
WINZER CORPORATION	01686	SUPPLIES - MOTOR POOL	246.55
PAUL LADISKY	MISC	ENERGY OPTZ - ELECTRIC	265.00
JUSTIN BURDICK	MISC	ENERGY OPTZ - ELECTRIC	50.00
BRENT DAVIS	MISC	ENERGY OPTZ - ELECTRIC	80.00
MARY BECKHOLD	01113	WAGES - ELECTION	111.25
NOREEN LOGEL	01105	WAGES - ELECTIONS	124.75
YVONNE M. MILLER	00037	WAGES - ELECTION	124.75
KAY PARKHOUSE	01965	WAGES - ELECTION	111.25
DORA GILLMER	02294	WAGES - ELECTION	111.25
LINDA BOWER	02417	WAGES - ELECTION	111.25
KATHLEEN POHL	01819	WAGES - ELECTION	111.25
CAROL MCLANE	01966	WAGES - ELECTION	111.25
Total:			\$134,547.18

**BI-WEEKLY
WAGE REPORT
November 20, 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.	10,947.29	106,244.62	2,204.27	28,357.51	13,151.56	134,602.13
ASSESSOR	1,155.56	11,086.80	88.39	1,299.14	1,243.95	12,385.94
CEMETERY	4,259.31	42,738.77	375.41	10,626.44	4,634.72	53,365.21
POLICE	16,693.51	164,374.50	4,004.97	47,014.86	20,698.48	211,389.36
CODE ENFORCEMENT	918.23	8,754.08	70.24	1,648.17	988.47	10,402.25
PARKS	1,688.38	26,499.01	190.15	4,037.56	1,878.53	30,536.57
INCOME TAX	2,995.46	21,903.95	632.97	8,105.91	3,628.43	30,009.86
MAJOR STREETS	4,746.26	30,190.13	804.77	14,790.84	5,551.03	44,980.97
LOCAL STREETS	4,886.74	31,254.23	797.65	13,999.30	5,684.39	45,253.53
RECREATION	2,842.10	12,275.61	604.82	3,326.52	3,446.92	15,602.13
AMBULANCE	15,004.40	134,018.28	1,922.64	25,930.43	16,927.04	159,948.71
DDA	2,365.38	25,762.56	341.10	4,543.99	2,706.48	30,306.55
ELECTRIC	29,128.09	197,194.15	3,952.94	59,694.78	33,081.03	256,888.93
WASTEWATER	13,022.72	102,723.95	2,421.48	36,971.26	15,444.20	139,695.21
WATER	9,073.77	60,006.67	1,780.95	23,247.15	10,854.72	83,253.82
MOTOR POOL	5,449.47	27,657.99	952.02	14,243.48	6,401.49	41,901.47
TOTALS:	125,176.67	1,002,685.30	21,144.77	297,837.34	146,321.44	1,300,522.64



PURCHASE ORDER

City of Portland

P.O. # 1407

259 Kent Street
Portland, MI 48875
(517) 647-7531

VENDOR Superior Asphalt Inc
3888 S Canal Rd
Lansing MI 48917

DATE: 11-17-17 #

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>West St Repair</u>			<u>\$11,925⁰⁰</u>
<u>Mill & Fill</u>			
DEPARTMENT HEAD (UP TO \$500) <u>kb</u>		TOTAL	

Treasurer Initials

Authorized by City Manager

(For Purchases over \$500 and less than \$5,000)



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

Proposal

Date: Nov 17, 2017

Quoted to:		Job Name & Location:	
CITY OF PORTLAND 259 Kent St. Portland, MI 48875	Phone: Fax: Cell:	West Street Project Portland, MI 48875	

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

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

- | | |
|--|-----------|
| 1. Mill asphalt to a depth of 2" and remove. (8 FT 5" area X 400 FT long) | |
| 2. Clean asphalt thoroughly of all dirt and debris. | |
| 3. To clean existing asphalt thoroughly and apply an emulsion (SS1H) prior to paving. This will form a bond between exiting and new asphalt. | |
| 4. Furnish, place and compact a bituminous 13A surface course for 2" average thickness. | 11,925.00 |

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

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

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

Total: See Above Pricing

Authorized Signature: _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: Pricing is subject to change if work is not completed within 30 days of acceptance. See Standard Conditions on reverse.

Signature: Ken Gensterblum Date: 11-17-17

Printed Name: Ken Gensterblum

STANDARD CONDITIONS OF THIS PROPOSAL

All terms and provisions of the conditions, as set forth below, shall be agreed to and accepted as being a part of this proposal.

NO ORAL AGREEMENTS: It is expressly understood that all the terms, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

THICKNESS: All description of paving thickness in this proposal referred to as average. Variation in sub base and technical limitation may result in variation in thickness average. We warrant sufficient material will be used on the project to result in the average thickness named.

PROPERTY LINES: The purchaser of this paving work shall establish and designate property lines, and Purchaser shall be obligated to pay for work performed as ordered in the event said work results in trespass on the other property, and Purchaser shall also be responsible for any damages caused thereby to the owner of such other property.

DELAYS: The contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of the contractor.

WET OR UNSTABLE SUBGRADE: No materials will be placed on a wet, unstable or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract. Any undercutting or gravel needed due to failing or unstable sub-base will require a change order prior to commencement of required work. Work will be billed on a T & M basis unless otherwise agreed upon with authorized signature.

REPRODUCTION CRACKS: When resurfacing concrete, brick or asphalt pavements the contractor is not responsible for the reproduction of cracks or expansion joints which may occur.

MINIMUM GRADE: Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the owner directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 1/4 inch will be filled.

UNDERGROUND STRUCTURES: It is the Purchaser's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water and gas lines, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal, and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise, shall be borne by the Purchaser.

SOIL CONDITIONS: Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Purchaser.

HIDDEN OBJECTS: Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be *reimbursed* accordingly.

ZONING REQUIREMENTS & OTHER LOCAL REGULATIONS: Contractor assumes no responsibility for determining whether the purchaser has the legal right or authority to pave the property as directed. Notwithstanding, that such work might be deemed to violate any ordinance, zoning regulations, or other law. The Purchaser shall, nevertheless, be obligated to pay for work performed as ordered.

LEIN RIGHTS: Not herein contained shall be construed as a waiver or modification of Superior Asphalt, Inc.'s, statutory lien rights, which lien right Lansing Asphalt, a division of Superior Asphalt, Inc. will exercise if payment by customer is not promptly made.

SERVICE CHARGES: A SERVICE CHARGE OF 1 1/2% PER MONTH, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and attorney fees.

ENVIRONMENTAL ISSUES: Purchaser agrees to defend, indemnify, and hold harmless Lansing Asphalt, a division of Superior Asphalt, Inc., its officers and employees from any claim arising from any violation of an environmental law, regulation, or policy.

INITIAL FOR ACCEPTANCE: KG



PURCHASE ORDER

City of Portland

P.O. # 1408

259 Kent Street
Portland, MI 48875
(517) 647-7531

VENDOR Michigan Wood Fibers
9426 Henry Court
Zeeland MI 49464

DATE: 11-17-17

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Brush Pile - Grind, Remove, Recycle	202-463-804	75	\$13,450 ⁰⁰
Compost - Remove, Recycle	203-463-804	25	
DEPARTMENT HEAD (UP TO \$500) <u>KG</u>		TOTAL	

Treasurer Initials

Authorized by City Manager

(For Purchases over \$500 and less than \$5,000)

Michigan Wood Fibers

MULCH | BARK | WOOD CHIPS | SAWDUST | WOOD FUEL | WOOD RECYCLING

9426 Henry Court, Zeeland, Michigan 49784

800-81-MULCH | 616-875-2241 | Fax: 616-875-2245

www.MichiganWoodFibers.com

November 9, 2017

City of Portland
Attn: Kenneth Gensterblum
Public Works Foreman
451 Morse Dr
Portland, MI 48875

Email: dpw@portland-michigan.org

RE: Brush Pile Grinding Quotation

Dear Kenneth,

Thank you for considering Michigan Wood Fibers for your wood grinding/recycling needs. Our services offer high volume waste wood grinding and end product recycling. We offer portable grinding service to help reduce the waste volume to create a useful product.

Our services include, grind brush pile consisting of logs, stumps, and brush, removal of product from site. Transport, haul, and recycle leaf pile. Price includes all costs directly associated with our equipment, including labor, fuel, loaders, insurance and setup.

- Brush pile grind, remove and recycle
- Leaf pile remove and recycle

The total cost for this job is \$13,450.00

Terms are Net 30 days after the date of job completion.

References are available upon request. Please feel free to contact me at 616-875-2241 with any questions or concerns you may have.

Kind Regards,



Nathan Weaver
Michigan Wood Fibers, LLC

Nikki Miller

From: noreply@civicplus.com
Sent: Wednesday, November 15, 2017 2:39 PM
To: Nikki Miller
Subject: Online Form Submittal: Board & Commission Application

Board & Commission Application

Name	Ted Alberta
Date	11/15/2017
Address	8560 Chicory Lane Portland, MI 48875
Phone	517-526-1500
Email	talberta@portlandproducts.com
Employer	Portland Products
Employer Phone	517-647-4191
How long have you lived in the City of Portland?	53
Please mark your choice(s).	Light and Power Board
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	I was contacted by Mayor Barnes (who telephoned me today, 11-15-2017 and completed this form on my behalf as we discussed my appointment) who indicated my expertise as a business executive as well as my knowledge of the Board of Light and Power from the perspective of a major consumer would make me an excellent appointment to the Board of Light and Power Board. (jeb)
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.	B.S. Davenport - General Business

**City Council Election
November 7, 2017**

	Precinct #1	Precinct #2	Total	% of vote	Term
Baldyga, Robert J.	92	142	234	8.88%	2-year Term
Fitzsimmons, Patrick	97	141	238	9.04%	4-year Term
Johnston, Amanda	100	162	262	9.95%	4-year Term

303 Voters 2687 Registered Voters **11.2% Voter Turnout**

239 Absentee Voters



**Minutes of the Planning Commission
Of the City of Portland**
Held on Wednesday, August 9, 2017 at 7:00 P.M.
In Council Chambers at City Hall

Portland Planning Commission Members Present: Grapentien, Fitzsimmons, Williamson, Hinds, Roeser

Absent: Kmetz, Culp

Staff: City Manager Gorman; City Clerk Miller; Zoning Officer Gensterblum

Guests: Doug Logel Jr.

City Clerk Miller called the meeting to order at 7:00 P.M. with the Pledge of Allegiance.

City Clerk Miller opened the floor for nominations for Chair.

Member Williamson nominated Member Grapentien for Chair.
Member Grapentien nominated Member Fitzsimmons for Chair.
There were no other nominations.

City Clerk Miller closed the nominations for Chair.

City Clerk Miller held the vote for Grapentien as Chair.
All in favor. Member Grapentien was named Chair.

Chair Grapentien opened the floor for nominations for Vice Chair.

Chair Grapentien nominated Member Fitzsimmons as Vice Chair.
There were no other nominations.

Chair Grapentien closed the nominations for Vice Chair.

City Clerk Miller held the vote for Member Fitzsimmons as Vice Chair.
All in favor. Member Fitzsimmons was named Vice Chair.

Chair Grapentien opened the floor for nominations as Secretary.

Vice Chair Fitzsimmons nominated Member Williamson as Secretary.
There were no other nominations.

Chair Grapentien closed the nominations for Secretary.

City Clerk Miller held the vote for Member Williamson as Secretary.
All in favor. Member Williamson was named Secretary.

Planning Commission Minutes
August 9, 2017

There was no public comment.

Motion by Fitzsimmons, supported by Williamson, to approve the Agenda as presented.
All in favor. Approved.

Motion by Fitzsimmons, supported by Williamson, to approve the minutes of the March 22, 2017 regular meeting as presented.
All in favor. Approved.

Under New Business, City Manager Gorman presented the request for a Site Plan Review from Grand Hearing Center to remodel the old Portland Federal Credit Union drive thru located at 1220 E. Bridge St. into an appealing medical office building. He noted that Mr. Logel does plan to provide a formal site plan.

City Manager Gorman welcomed Mr. Roeser to the board and thanked Julie Clement for her many years of service to the Planning Commission.

Mr. Logel stated that he plans for the main entrance would be off from Charlotte Hwy. He plans to close the Bridge St. drive, remove the concrete on that side of the building and plant grass. He has received approval from the City Assessor and Ionia County to change the address of the building to 226 Charlotte Hwy.

City Manager Gorman noted that this property is located in the C-2 District and the proposed use is permitted. The side setback requirement is 50'. The side setback is currently 42'. As there will be no change to the foot print of the structure it is preexisting nonconforming so no variance is required. The rear setback requirement is easily met and sufficient parking will be provided.

There was discussion including that of the 25% window requirement.

Chair Grapentien inquired if there are any plans to make a distinction between the parking lot and the sidewalk along Charlotte Hwy. They are currently one continuous surface. Although not required, he suggested it may be a good idea for safety purposes.

There was discussion.

City Manager Gorman stated that the Consumers Energy substation that is on the corner of Bridge St. and Grand River Ave. is in rough shape. He has requested they clean up the property and they have begun the process.

Secretary Williamson stated that he this will be an excellent addition to the community.

City Manager Gorman noted that a formal site plan is not required if there is not a change to the footprint of the building but he recommends that one be submitted.

Motion by Fitzsimmons, supported by Williamson, to approve the site plan for the Grand Hearing Center to remodel the Portland Federal Credit Union drive thru located at 1220 E. Bridge St. into

Planning Commission Minutes
August 9, 2017

an appealing medical office building with the stipulation that a formal site plan will be submitted to City Staff.

All in favor. Approved.

Mr. Logel expects to begin construction the 1st week of September. He hopes to close within the next couple of weeks.

There was discussion of updates to the Code of Ordinances.

The Planning Commission determined that a “top ten list” of proposed zoning ordinance updates should be compiled. Examples of items that should be addressed are:

- Revise the design standards for windows in commercial districts
- Clarify standards for curb cuts (MDOT)
- Allow commercial uses in Industrial districts
- Storage of recreation vehicles (campers)

City Manager Gorman provided development updates.

The McDonald’s reconstruction project is going well. They will be proceeding with the process to combine the two lots. They have agreed to the City’s request to install a monument sign in place of the pole sign that was removed. City Manager Gorman presented a picture of the sign that will be installed. He further explained that the C-3 District permits highway signs within a certain radius of the I-96. The McDonalds highway sign falls outside that radius. Since their sign was in place when the ordinance was put in place it meets the preexisting nonconforming requirement. However, the sunset clause in the Sign Ordinance will expire in August 2018. This will be an issue that will need to be addressed. The Planning Commission will need to consider what the goal is and should make a recommendation on the issue.

City Manager Gorman addressed the questions that have arisen over the fill dirt that Bill’s Party Store has been hauling in. They sought and were granted approval from the City in 2006. Fleis & VandenBrink has looked at the property and advised there is no effect to the wetlands or surrounding area.

Vice Chair Fitzsimmons suggested looking at the slope required by the Code to prevent erosion.

City Manager Gorman advised that the due diligence phase of the purchase agreement with Sparrow is underway. It was discovered that Consumers Energy holds easements along Cutler Rd. and Grand River Ave. The City has requested the easements be terminated and released. There are no specific building plans for the Sparrow project at this time.

Muffler Man is still moving forward with the redevelopment of the property at 738 E. Grand River Ave. They plan to submit building plans within the next few days.

The ConfluxCity Brewery project continues to progress. They have recently been dealing with DEQ permit issues and had to revise their plan a bit. The sidewalk around the building will know

Planning Commission Minutes
August 9, 2017

be asphalt rather than concrete and the area beneath the balcony will now be enclosed to accommodate a cooler.

Tim Fuller of Windy Brook Companies has purchased five contiguous buildings on Kent St. including the ones that comprise the Opera House. He has created Opera Block Properties and is very motivated to begin the revitalization of the properties. He has very impressive designs.

City Manager Gorman stated that the implementation of curbside recycling will include the elimination of the recycling center at the DPW. The townships are working with Granger to develop a new recycling center on Brian Wohlscheid's property just off from Lyons Rd. past THK. This property does not belong to the City but the City does own the trail that is adjacent. Mr. Wohlscheid is requested access to his property off from Lyons Rd. (whether the recycling center is located on his property or not) which would cause another crossing of the River Trail. City Manager Gorman is asking for thoughts and recommendations from the Planning Commission and Parks & Recreation Board.

There was discussion.

Chair Grapentien commented that the purpose of the River Trail is to have limited road crossings.

City Manager Gorman stated that he will check with the City engineers for their recommendation as well.

City Manager Gorman presented preliminary plans developed by St. Patricks to build a field house at Father Flohe Field near Grove St. They have acquired the property that was formerly owned by the Ionia County Road Commission. He further explained the challenges the City is working through with them.

There was discussion.

City Manager Gorman provided an update regarding ongoing code enforcement issues.

Under Comments, Chair Grapentien commented that he has heard from individuals that have been told "no" on potential developments. When he has reviewed the decision the analysis by City Staff has been spot on.

Motion by Fitzsimmons, supported by Williamson, to adjourn the meeting at 8:32 P.M.
All in favor. Approved.

Respectfully submitted,

Jason Williamson, Secretary

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

Held on Thursday, October 19, 2017
In Council Chambers at City Hall

Members Present: Barnes, Gorman, VanSlambrouck, Briggs, Hodge, Grimminck, Blastic, Pung

Members Absent: Antaya, Urie, Frewen

Staff: DDA/Main Street Director Conner Wellman, City Clerk Miller

Guests: Council Member Johnston

Chair Grimminck called the meeting to order at 3:30 P.M.

Under Public Comment, Council Member Johnston addressed the Board and voiced her support for the permanent lighting of the Veteran's Memorial Bridge. She suggested that the bridge should be highlighted as a centerpiece in Portland and the lighting could be changed for various holidays.

Motion by Barnes, supported by Briggs, to approve the agenda as presented.
All in favor. Adopted.

Motion by VanSlambrouck, supported by Blastic, to approve the minutes of the September 21, 2017 meeting with minor edits submitted by Mayor Barnes.
All in favor. Adopted.

Motion by Briggs, supported by VanSlambrouck, to approve the Treasurer's Report as presented.
All in favor. Adopted.

Under Team Reports, Organization & Finance, Mayor Barnes reported that the theme for the Volunteer Recognition Event has been determined. The event will be held on Thursday, November 9, 2017.

Under Business Enhancement, Cory Grimminck reported that work continues on the business inventory.

Under Promotions & Marketing, Michelle VanSlambrouck reported that they continue to work on the development of the new website. Facebook posts continue to be made as well.

Under Design, Margery Briggs reported that the Scout Park enhancement is almost complete and looks great. Decisions on this season's Christmas lighting have been made. The team has also been working on the Façade Grant process and review of the Sign Grant process. They have determined that no changes are needed to the Sign Grant process.

Under Old Business, Director Conner Wellman thanked Member Pung and the Design Team for their work on the update of the Façade Grant process.

There was discussion that the document can be fluid with changes in budget funding and dependent on the DDA's discretion.

City Manager Gorman commented that the process and procedure set forth is great.

Motion by Barnes, supported by Hodge to approve the Façade Grant process as presented.

There was discussion regarding the perception that could come from changing the funding level each year.

Member Pung stated that the funds available through the grant are minimal in terms of making a substantial impact.

The vote for the motion on the floor was held.
All in favor. Adopted.

Under New Business, Director Conner Wellman presented the Organization & Finance Board Member Agreement. She stated that this agreement was suggested by the Michigan Main Street Center and should be signed by all members annually.

There was discussion regarding the required time commitment and ways to serve outside of meeting attendance that would still be significant.

Director Conner Wellman presented the invitation and overview for the Volunteer Recognition Event which will be held Thursday, November 9, 2017 at the Escape Room.

Director Conner Wellman presented information and quotes on the potential lighting of the Veteran's Memorial Bridge. She noted that this project is outlined in the TIF plan in two locations. The funds for the project would come from the fund balance. During the budget process it was assumed that some of the fund balance would be used for various projects. Director Conner Wellman noted that only 15% of 1st quarter funds have been expended for the current fiscal year.

Member Pung inquired about the operation costs of lighting the bridge.

Director Conner Wellman stated she has been told the cost is very minimal as the lighting will be LED.

There was discussion of where the operational costs would be expended.

City Manager Gorman stated he would recommend to the City Council that the City should absorb the labor costs of the Electric Department for the project and the ongoing maintenance of the electric costs.

Motion by Barnes, supported by Briggs, to employ Jason Klees to light the Veterans Memorial Bridge per the quote in the amount of \$10,432.00 contingent upon the expertise of City staff.
All in favor. Adopted.

Under the Director Report, Director Conner Wellman presented the new website miportland.org.

Director Conner Wellman provided information on a product and/or contact information for individuals to hire for cleanup of the boardwalk awnings and entryway cleanup.

The locally owned McDonald's Grand Opening held on September 28, 2017 was awesome. McDonald's will be a great addition to the community.

Strategy Implementation and Committee Work Planning will be held at City Hall on Thursday, October 26, 2017 from 1:30 – 4:30 P.M.

Holidayfest will be held on Saturday, December 9, 2017.

Under Board Member Comments, Member VanSlambrouck suggested the board get together to go over the TIF Plan.

City Manager Gorman noted that the Parks and Recreation 5-Year Master Plan process is underway. A survey will be distributed tomorrow.

Motion by Pung, supported by VanSlambrouck, to adjourn the meeting at 4:30 P.M.
All in favor. Adopted

Respectfully submitted,

Kory Blastic, Secretary



Date: November 16, 2017

REPORT OF FUNDS IN DDA AS OF: November 7, 2017

PRINCIPAL & INTEREST ACCOUNT

		<u>AMOUNTS</u>
PREVIOUS BALANCE:	<u>10/12/2017</u>	\$ 501.77
NEW BALANCE:	<u>11/7/2017</u>	<u>\$ 501.77</u>

REGULAR ACCOUNT

PREVIOUS BALANCE:	<u>10/12/2017</u>	\$ 322,821.80
INTEREST EARNED:		\$ 14.07
DEPOSITS:		
Reversal of Health Insurance Rebate		\$ 4.23
Miscellaneous Reimbursements		\$ 55.00

CHECKS WRITTEN:

Ck No.	Payee:	<u>AMOUNTS</u>
1747	CHOCOLATE MOOSE - Volunteer Appreciation	\$ 35.00
1748	CITY OF PORTLAND - Reimbursement for Credit Card	\$ 570.18
1749	ESCAPE ROOMS - Volunteer Appreciation	\$ 405.00
1750	GALLERY BREWERY - Volunteer Appreciation	\$ 50.00
1751	HAMMOND FARMS SOUTH - Scout Park	\$ 322.00
1752	HOMETOWN SPORTS, INC. - Volunteer Appreciation	\$ 453.00
1753	HOT SHOTS - Volunteer Appreciation	\$ 50.00
1754	JASON KLEES - Part 1 Electrical Work Bridge Lighting	\$ 5,216.00
1756	JILL's CHEESECAKE - Volunteer Appreciation	\$ 45.00
1757	LACROSSE FORAGE & TURF SEED LLC - Scout Park	\$ 248.40
1758	LAURIE BROOKS HOUSE CLEAN SVC. - Volunteer Appreciation Prep and Clean up	\$ 150.00
1759	MOYER CONSTRUCTION - Scout Park	\$ 56.00
1760	NEW CHINA BUFFET - Volunteer Appreciation	\$ 30.00

“The City of Portland is an equal opportunity provider and employer.”

1761	OLIVERA'S - Volunteer Appreciation	\$	50.00
1762	PRINTING ESSENTIALS - Volunteer Appreciation	\$	96.56
1763	THE COMMON GENTRY CARRIAGE COMPANY - Part 1 Carriage Rides	\$	325.00
1764	THE COMMON GENTRY CARRIAGE COMPANY - Part 2 Carriage Rides	\$	325.00
1765	THE VERDIN COMPANY - Clock Maintenance Contract and Glass Replacement	\$	1,460.00
1766	TOMMIE'S FAMILY CATERING - Volunteer Appreciation	\$	185.00
1767	VAN BRO'S IRRIGATION INC. - Scout Park	\$	3,265.75
1768	WAGON WHEEL - Volunteer Appreciation	\$	50.00
1769	WION RADIO - Advertising for Holiday Fest	\$	330.00
1770	WOLBERS POSSEHN - Scout Park	\$	3,000.00
1771	JASON KLEES - Part 2 Electrical Work Bridge Lighting	\$	3,736.00
1772	JASON KLEES - Part 3 Electrical Work Bridge Lighting	\$	<u>1,480.00</u>

TOTAL CHECKS \$ (21,933.89)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 10/23/17 - 11/6/17 \$ (6,260.96)

TRANSFER FOR EQUIPMENT USAGE 10/23/17 - 11/6/17 \$ (344.29)

TOTAL EXPENSES: \$ (28,539.14)

NEW BALANCE: 11/7/2017 \$ 294,355.96

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
OCTOBER 2017**

Calls for Service

Dispatched	116
Patrol Originated	7
Follow Up Complaints	22
Assist to PPD	16
Assist to Fire / EMS	6
Assist Other Depts	8

Other Functions

Pistol Purchase Permits	3
PBT's	80
FOIA Requests	9
Sex Offender Registrations	2
Directed Patrol	48
Training	1
Administrative	119
Miscellaenous Function	22

Traffic Stops

Total Stops	54
Traffic Citations	24
Verbal Warnings	43
Parking Citations	4

Other

Physical Business Checks	
Interior	107
Exterior	327
Patrol Contacts	421

Arrests (Excluding Juvenile Apprehensions)

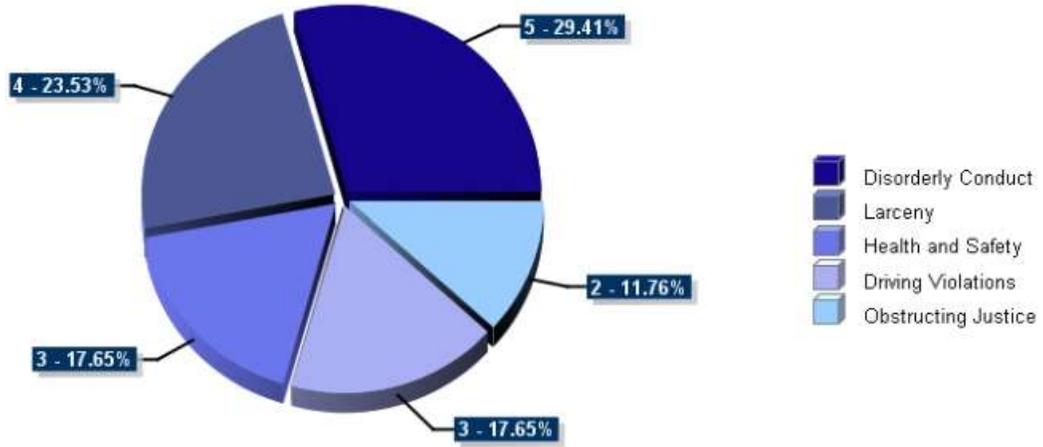
Misdemeanor Persons	8
Misdemeanor Charges	9
Felony Persons	0
Felony Charges	0

Community Events

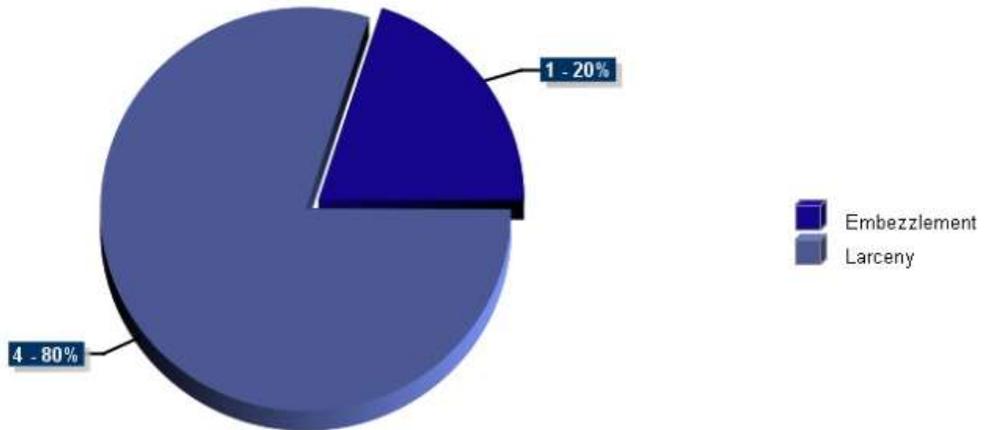
VFW - Serve breakfast (volunteer)
 Portland St Pats - Half Marathon - Traffic Control
 Portland HS - Cross Country Meet - Traffic Control
 Epic Church - Suicide Prevention Walk
 Oakwood Elementary - Halloween Safety to Pre-K
 PHS Trunk or Treat
 Color Run - Traffic Control
 PHS - All home football games

PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
OCTOBER 2017

Top 5 Offenses



Property Crimes



PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR October 2017

NPDES COMPLIANCE

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

OPERATIONS

The WWTP treated **10.8 million gallons** and discharged **8.1 million gallons** for the month of October. The CBOD was 5 ppm, the Total Suspended Solids was 5 ppm, the phosphorus was 0.6 ppm, and the Fecal Coliform was 95 counts/100ml.

The new Certificate of Coverage (COC) issued under the NPDES General Permit went into effect on October 1, 2017 and is scheduled to expire on April 1, 2020. Due to the MDEQ transitioning to the MiWaters electronic system, our previous COC expired on April of 2015. We were issued an extension of the previous COC during the transition period. Two new items were added to the COC. We are now required to physically perform an observation of the outfall to the Grand River three times per week. We also are now required to report the CBOD and Total Suspended Solids (TSS) loading from our discharge in lbs. /day.

The annual Bio Solids report was due on October 30, 2017. This was completed and submitted on MiWaters.

Star Crane & Hoist was here during the month to perform the annual hoist inspection and certification required by MIOSHA.

The WWTP workers finished painting the second floor level in the service building.

Maintenance & Capitol Expenses for October 1, 2017 to October 31, 2017

ITEM	COST
Tom's Do It Center – Distilled water, electrical parts, painting supplies, etc.	\$ 180.32
Star Crane & Hoist – Annual hoist inspection	\$ 180.00
Family Farm & Home – Painting supplies & electrical parts	\$ 59.93
Grainger – Metal Halide lite bulbs, paint, Bell & Gossett pump couplers	\$ 281.41
<u>USA Bluebook – Floor paint, YSI pH Probe, lab chemicals, etc.</u>	<u>\$ 683.20</u>

Total Monthly Expenses	\$ 1384.86
Total Spent YTD	\$ 21241.45

WASTEWATER COLLECTION SYSTEM ACTIVITY

Sewer Trouble Spots sections cleaned	6785 ft.
Routine cleaning	1115 ft.
Sewer call outs due to building services	2
Sewer call outs due to plugged City main	0
New connections to sewer main	0
Building Services Televised	2
Building Services Inspected	0
City Main Televised	0

SEWER CALLOUTS

October 25, 2017

A call was received by the WWTP from a resident on Bethel Drive stating that they had experienced a sewage backup in their basement. They said that this had occurred two days prior to their calling us. We had experienced extremely heavy rains during those two days. They had had a plumber out to clean their service and still had concerns. Upon inspection of the city main, the flow appeared to be normal and their drains were working okay. We setup an appointment to return with our push camera to televise their service. Upon televising, we observed and recorded two locations in the service that had roots growing in from the joints. One root mass completely covered the diameter of the tile. They said that they would have the plumber back. We were planning to televise the city main, but experienced mechanical problems with our camera equipment and will return to do so when we have it repaired.

October 27, 2017

A call was received by the WWTP from a resident on Caroline St. stating that water is backing up from their basement floor drain. A WWTP worker was dispatched to the residence and inspected the flow in the upstream and downstream manholes. There were no signs of surcharging and the flow appeared to be normal at both manholes. The homeowner was contacted and arrangements were made to televise the house service. Upon televising rots were observed in several joints with some being severe. They looked like they had just had a root cutter run thru the line. The drains were working okay when we televised.

Respectively Submitted,

Doug Sherman
 WWTP Superintendent

PORTLAND TOWNSHIP ZONING BOARD OF APPEALS PUBLIC NOTICE

Meeting At:

**Portland Township Hall
773 Grand River Ave, Portland
(Left end of Emergency Services Bldg.)
Portland MI**

Tuesday November 28, 2017 at 7:00 PM

The Portland Township Zoning Board of Appeals will be holding a public hearing to accept comments concerning a variance application as described below:

Patrick Schrauben is applying for a variance from the zoning lot size and frontage minimums to change a boundary line between his home lot of 8117 Lyons Rd and 8139 Lyons Rd, Portland, to straighten up the boundary line and change sizes of the lots. The two parcels are on the east side of Lyons Rd just south of Industrial Dr. and north of the Portland City limits.

Any interested persons have the opportunity to comment at the public hearing.

The complete application will be displayed for viewing at the west side window of the Township Hall located at 773 E Grand River Ave. Portland (Emergency Services Building) and on the website at: www.portlandtownship.org Public comments will be accepted at the meeting and written comments can be mailed to Portland Township, PO Box 314, Portland MI 48875 or emailed to zoningadmin@msn.com before the meeting date.

IONIA COUNTY BOARD OF COMMISSIONERS

November 14, 2017 - 3:00 p.m.
Commissioners' Meeting Room – Courthouse – 3rd Floor

AGENDA

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

(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
 - A. Request approval of Indigent Defense Compliance Plan
 - B.
- VIII. New Business**
 - A. Health Department Contract Renewal with Michigan Department of Environmental Quality
 - B. Central Dispatch Request to Post Entry Level Dispatch Opening with Credit for Experience
 - C. Central Dispatch Budget Amendment
 - D. Canteen Services Inc. Food Service Agreement for Ionia County Jail
 - E. Jail Medical Services Agreement
 - F. Clean Sweep Program Grant Agreement
 - G.
- IX. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. County Administrator

X. Reports of Special or Ad Hoc Committees

XI. Public Comment (3 minute time limit per speaker)

XII. Closed Session

- A. Union Negotiations – Deputy Unit

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2018.
- Community Corrections Advisory Board – One term with no set expiration date – This position serves as a Media Representative.
- Construction Board of Appeals – Two two-year terms, expiring October 2017. One of these positions serves as an alternate member.
- West Michigan Regional Planning Commission – Two one-year terms, expiring December 2017.

Appointments for consideration in the month of December 2017:

- *Central Dispatch Board of Directors* – Two two-year Citizen Representative appointments.
- *Substance Abuse Initiative* - Four two-year appointments – one from each of the following commissioner districts: District One, District Two, District Six and District Seven.
- *West Michigan Regional Planning Commission* – Three one-year appointments.
- *WMRPC Comprehensive Economic Development Strategy Committee* – Two one-year appointments.

Non-Commissioner Appointments for consideration in the month of January 2018:

- *Board of Public Works* – Three three-year terms.
- *Parks Advisory Board* – One two-year term.
- *Tax Allocation Board* – One one-year term.

IONIA COUNTY BOARD OF COMMISSIONERS
Committee-of-the-Whole

November 21, 2017 - 3:00 p.m.
Commissioners' Meeting Room – Courthouse – 3rd Floor

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Approval of Agenda
 - A. Consideration of additional items
- V. Public Comment
(3 minute time limit per speaker – please state name/organization)
- VI. Unfinished Business
 - A.
- VII. New Business
 - A. Airport Annual Report
 - B. Ionia County Economic Alliance Semi Annual Report
 - C. Ionia County Road Commission Report
 - D. Departmental Reports
 - 1. Central Dispatch
 - 2. Public Health
 - 3. Prosecuting Attorney
 - 4. Animal Shelter
 - 5. Treasurer
 - 6. Friend of the Court
 - 7. Emergency Management
 - 8. Building Codes (written report only)
- VIII. Reports of Officers, Board and Standing Committees
 - A. Chairperson
 - B. Commissioners
 - C. County Administrator
- IX. Reports of Special or Ad Hoc Committees
- X. Closed Session
- XI. Adjournment