



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

7:00 P.M. Monday, December 4, 2017  
City Council Chambers  
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:07 PM	<b>IV. <u>Public Comment</u> (5-minute time limit per speaker)</b>	
7:15 PM	<b>V. <u>City Manager Report</u></b>	
7:25 PM	<b>VI. <u>Presentations</u></b> A. Steve Kirinovic, CPA with Abraham & Gaffney – 2016/17 FY Audit B. DDA/Main Street Director Conner Wellman – Downtown Report	
	<b>VII. <u>Public Hearing(s)</u> – None</b>	
	<b>VIII. <u>Old Business</u> – None</b>	
	<b>IX. <u>New Business</u></b>	
7:30 PM	A. Proposed Resolution 17-99 to Amend the Budget for Fiscal Year 2017-2018	Decision
7:33 PM	B. Proposed Resolution 17-100 to Prohibit the Operation of Marihuana Facilities in the City of Portland	Decision
7:35 PM	C. Proposed Resolution 17-101 Approving a Grant Agreement for Voting System Hardware, Firmware and Software and Authorizing the City Clerk to Sign Same	Decision
7:38 PM	D. Proposed Resolution 17-102 Approving Pay Request No. 3 to CL Trucking, Inc. for Work Done on the James Street Improvement Project	Decision
7:40 PM	E. Proposed Resolution 17-103 Approving, Authorizing, and Directing the Mayor to Sign a Communication Location Agreement Between the City and Ionia County Central Dispatch	Decision
7:43 PM	F. Proposed Resolution 17-104 Approving a Proposal from Chrouch Communications Inc. to Perform Radio System Modifications for the City	Decision
7:45 PM	G. Proposed Resolution 17-105 Approving 2018 City Council Meeting Dates	Decision
7:47 PM	H. Proposed Resolution 17-106 Confirming the Mayor’s Appointments to City Boards and Commissions	Decision

<b><u>Estimated Time</u></b>		<b><u>Desired Outcome</u></b>
7:50 PM	<p><b>X. <u>Consent Agenda</u></b></p> <ul style="list-style-type: none"> <li>A. Minutes &amp; Synopsis from the Regular City Council Meeting held on November 20, 2017</li> <li>B. Payment of Invoices in the Amount of \$366,433.80 and Payroll in the Amount of \$114,672.32 for a Total of \$481,106.12</li> <li>C. Purchase Orders over \$5,000.00 - None</li> </ul> <p><b>XII. <u>Communications</u></b></p> <ul style="list-style-type: none"> <li>A. MDOT Award Letter – Grand River Ave. Bridge Project</li> <li>B. MDEQ Wellhead Protection Program Grant Agreement</li> <li>C. Water Department Report for November 2017</li> <li>D. Utility Billing Report for October 2017</li> <li>E. Ionia County Board of Commissioners Agenda for November 28, 2017</li> </ul>	Decision
7:55 PM	<b>XIII. <u>Other Business</u> - None</b>	
8:00 PM	<b>XIV. <u>City Manager Comments</u></b>	
8:05 PM	<b>XV. <u>Council Comments</u></b>	
8:10 PM	<b>XVI. <u>Adjournment</u></b>	Decision

City of Portland  
Year Ended June 30, 2017

Audit Presentation  
December 4, 2017

Presented by:  
Steven R. Kirinovic, CPA  
Principal



STEVENS KIRINOVIC & TUCKER P.C.

A blue-tinted background image showing a close-up of a calculator on the left, a pen resting on a financial chart in the center, and a table with data on the right. The chart has a jagged line graph. The table has columns for 'Pct. chg. Day' and '0%'.

SETTING THE STANDARD FOR QUALITY  
GOVERNMENTAL AUDITS



## INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and  
Members of the City Council  
City of Portland, Michigan

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Portland, Michigan (the City), as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Portland, Michigan, as of June 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in employer's net pension liability and related ratios, and schedule of employer contributions, as identified in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Portland's basic financial statements. The other supplementary information, including nonmajor fund and component unit financial information, and miscellaneous statistical data as noted in the table of contents is presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information, including nonmajor fund and component unit financial information, is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information, including nonmajor fund and component unit financial information, is fairly stated in all material respects in relation to the basic financial statements as a whole.

The miscellaneous statistical data has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated November 28, 2017, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

STEVENS, KIRINOVIC & TUCKER, P.C.  
Certified Public Accountants

November 28, 2017

City of Portland

STATEMENT OF NET POSITION

June 30, 2017

	Primary Government			Component Unit (DDA)
	Governmental Activities	Business-type Activities	Total	
<b>ASSETS</b>				
Current assets				
Cash and cash equivalents	\$ 3,974,351	\$ 1,577,199	\$ 5,551,550	\$ 117,758
Cash and cash equivalents - restricted	-	620,306	620,306	-
Investments	1,463,616	-	1,463,616	-
Receivables	223,612	704,593	928,205	-
Due from other governmental units	71,774	-	71,774	305
Internal balances	134,110	(134,110)	-0-	-
Prepays	66,320	21,294	87,614	-
Inventories	-	370,646	370,646	-
Total current assets	5,933,783	3,159,928	9,093,711	118,063
Noncurrent assets				
Internal balances	(20,000)	20,000	-0-	-
Capital assets not being depreciated	1,109,009	315,616	1,424,625	-
Capital assets being depreciated, net	12,102,001	16,621,209	28,723,210	1,117,524
Total noncurrent assets	13,191,010	16,956,825	30,147,835	1,117,524
<b>TOTAL ASSETS</b>	<b>19,124,793</b>	<b>20,116,753</b>	<b>39,241,546</b>	<b>1,235,587</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred outflows related to pension	685,869	402,798	1,088,667	-0-
<b>LIABILITIES</b>				
Current liabilities				
Accounts payable	88,299	297,378	385,677	690
Accrued liabilities	111,983	59,189	171,172	3,802
Accrued interest payable	16,073	25,135	41,208	-
Current portion of compensated absences	49,272	63,209	112,481	-
Current portion of long-term debt	555,212	189,000	744,212	-
Total current liabilities	820,839	633,911	1,454,750	4,492
Noncurrent liabilities				
Customer deposits payable from restricted assets	-	241,972	241,972	-
Noncurrent portion of long-term debt	1,769,938	5,080,872	6,850,810	-
Net pension liability	3,500,749	1,937,173	5,437,922	-
Net other post-employment benefits obligation	1,308,543	-	1,308,543	-
Total noncurrent liabilities	6,579,230	7,260,017	13,839,247	-0-
<b>TOTAL LIABILITIES</b>	<b>7,400,069</b>	<b>7,893,928</b>	<b>15,293,997</b>	<b>4,492</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred inflows related to pension	311,859	183,379	495,238	-0-
<b>NET POSITION</b>				
Net investment in capital assets	10,885,860	11,666,953	22,552,813	1,117,524
Restricted				
Utilities	-	453,086	453,086	-
Debt service	-	107,387	107,387	-
Equipment replacement	-	28,369	28,369	-
Other purposes	2,300,861	-	2,300,861	-
Unrestricted	(1,087,987)	186,449	(901,538)	113,571
<b>TOTAL NET POSITION</b>	<b>\$ 12,098,734</b>	<b>\$ 12,442,244</b>	<b>\$ 24,540,978</b>	<b>\$ 1,231,095</b>

See accompanying notes to financial statements.

City of Portland

Defined Benefit Pension Plan

SCHEDULE OF CHANGES IN THE CITY'S NET PENSION LIABILITY AND RELATED RATIOS

Last Three Measurement Dates (ultimately ten measurement dates will be displayed)  
 (Amounts were determined as of 12/31 of each fiscal year)

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Total Pension Liability			
Service cost	\$ 195,518	\$ 191,696	\$ 184,007
Interest	996,910	1,014,053	1,042,491
Changes of benefit terms	-	-	(5,726)
Difference between expected and actual experience	-	(412,990)	(107,437)
Changes of assumptions	-	650,689	-
Benefit payments including employee refunds	(668,323)	(667,741)	(732,278)
Administrative expense	(23,983)	(1)	-
Other changes	-	-	1
	<u>500,122</u>	<u>775,706</u>	<u>381,058</u>
Net Change in Total Pension Liability			
Total Pension Liability, beginning	<u>12,029,449</u>	<u>12,529,571</u>	<u>13,305,277</u>
Total Pension Liability, ending	<u>\$ 12,529,571</u>	<u>\$ 13,305,277</u>	<u>\$ 13,686,335</u>
Plan Fiduciary Net Position			
Contributions-employer	\$ 434,906	\$ 548,464	\$ 480,164
Contributions-employee	-	-	7,880
Net Investment income	481,656	(117,021)	861,635
Benefit payments including employee refunds	(668,323)	(667,741)	(732,278)
Administrative expense	(17,676)	(17,201)	(17,018)
Other changes	-	-	1
	<u>230,563</u>	<u>(253,499)</u>	<u>600,384</u>
Net Change in Plan Fiduciary Net Position			
Plan Fiduciary Net Position, beginning	<u>7,671,415</u>	<u>7,901,978</u>	<u>7,648,479</u>
Plan Fiduciary Net Position, ending	<u>\$ 7,901,978</u>	<u>\$ 7,648,479</u>	<u>\$ 8,248,863</u>
Employer Net Pension Liability	<u>\$ 4,627,593</u>	<u>\$ 5,656,798</u>	<u>\$ 5,437,472</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	63%	57%	60%
Covered Employee Payroll	\$ 2,011,873	\$ 2,002,154	\$ 1,964,499
Employer's Net Pension Liability as a percentage of covered employee payroll	230%	283%	277%

City of Portland  
STATEMENT OF ACTIVITIES  
Year Ended June 30, 2017

Functions/Programs	Expenses	Program Revenues		Changes in Net Position			Component Unit (DDA)
		Charges for Services	Operating Grants and Contributions	Governmental Activities	Business-type Activities	Total	
<b>Primary government</b>							
Governmental activities							
General government	\$ 1,049,791	\$ 444,535	\$ 7,096	\$ (598,160)	\$ -	\$ (598,160)	\$ -
Public safety	890,870	30,049	952	(859,869)	-	(859,869)	-
Public works	1,425,763	-	777,615	(648,148)	-	(648,148)	-
Health and welfare	692,473	551,082	5,805	(135,586)	-	(135,586)	-
Community and economic development	27,819	-	-	(27,819)	-	(27,819)	-
Recreation and culture	291,200	65,673	9,902	(215,625)	-	(215,625)	-
Interest on long-term debt	42,137	-	-	(42,137)	-	(42,137)	-
<b>Total governmental activities</b>	<b>4,420,053</b>	<b>1,091,339</b>	<b>801,370</b>	<b>(2,527,344)</b>	<b>-0-</b>	<b>(2,527,344)</b>	<b>-0-</b>
Business-type activities							
Electric Light and Power System	3,813,840	3,693,235	-	-	(120,605)	(120,605)	-
Sewage Disposal System	1,041,482	846,004	-	-	(195,478)	(195,478)	-
Water System	680,579	608,608	-	-	(71,971)	(71,971)	-
Refuse	127,773	100,603	-	-	(27,170)	(27,170)	-
<b>Total business-type activities</b>	<b>5,663,674</b>	<b>5,248,450</b>	<b>-0-</b>	<b>-0-</b>	<b>(415,224)</b>	<b>(415,224)</b>	<b>-0-</b>
<b>Total primary government</b>	<b>\$ 10,083,727</b>	<b>\$ 6,339,789</b>	<b>\$ 801,370</b>	<b>(2,527,344)</b>	<b>(415,224)</b>	<b>(2,942,568)</b>	<b>-0-</b>
<b>Component unit</b>							
Downtown Development Authority	\$ 299,646	\$ -	\$ -	-0-	-0-	-0-	(299,646)
General revenues							
Property taxes				1,174,017	-	1,174,017	247,508
State shared revenue				416,319	-	416,319	-
City income taxes				921,230	-	921,230	-
Investment earnings				355,838	1,299	357,137	75
Miscellaneous				59,158	54,632	113,790	38,213
Transfers				(62,489)	62,489	-0-	-
<b>Total general revenues and transfers</b>				<b>2,864,073</b>	<b>118,420</b>	<b>2,982,493</b>	<b>285,796</b>
Change in net position				336,729	(296,804)	39,925	(13,850)
Net position, beginning of the year				11,762,005	12,739,048	24,501,053	1,244,945
Net position, end of the year				<b>\$ 12,098,734</b>	<b>\$ 12,442,244</b>	<b>\$ 24,540,978</b>	<b>\$ 1,231,095</b>

See accompanying notes to financial statements.

City of Portland  
Governmental Funds  
BALANCE SHEET  
June 30, 2017

	General	City Income Tax	Major Street
<b>ASSETS</b>			
Cash and cash equivalents	\$ 777,857	\$ 692,521	\$ 139,884
Investments	1,463,616	-	-
Receivables			
Taxes	462	121,736	-
Accounts	8,531	-	98
Due from other governmental units	-	-	54,235
Due from other funds	263,525	-	800
Prepays	19,556	608	4,033
	<u>\$ 2,533,547</u>	<u>\$ 814,865</u>	<u>\$ 199,050</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 62,084	\$ 773	\$ 5,771
Accrued liabilities	69,394	3,702	6,813
Due to other funds	-	5,000	-
Advance from other funds	-	-	-
	<u>131,478</u>	<u>9,475</u>	<u>12,584</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue	2,234	-	-
<b>FUND BALANCES</b>			
Nonspendable			
Prepays	19,556	608	4,033
Perpetual care	-	-	-
Land held for resale	1,463,616	-	-
Restricted			
Streets	-	-	182,433
Committed			
Street improvements	-	804,782	-
Ambulance	-	-	-
Assigned			
Recreation	-	-	-
Subsequent year's expenditures	246,480	-	-
Unassigned	670,183	-	-
	<u>2,399,835</u>	<u>805,390</u>	<u>186,466</u>
	<u>\$ 2,533,547</u>	<u>\$ 814,865</u>	<u>\$ 199,050</u>

See accompanying notes to financial statements.

Ambulance	Street Projects	Nonmajor Governmental Funds	Total
\$ 138,183	\$ 1,888,411	\$ 254,766	\$ 3,891,622
-	-	-	1,463,616
-	-	-	122,198
92,509	-	171	101,309
-	-	17,539	71,774
-	-	700	265,025
8,938	-	4,877	38,012
<u>\$ 239,630</u>	<u>\$ 1,888,411</u>	<u>\$ 278,053</u>	<u>\$ 5,953,556</u>
\$ 5,784	\$ -	\$ 5,478	\$ 79,890
18,390	-	8,431	106,730
35,915	-	-	40,915
-	-	20,000	20,000
60,089	-0-	33,909	247,535
-	-	-	2,234
8,938	-	4,877	38,012
-	-	168,142	168,142
-	-	-	1,463,616
-	1,888,411	61,875	2,132,719
-	-	-	804,782
170,603	-	-	170,603
-	-	9,250	9,250
-	-	-	246,480
-	-	-	670,183
<u>179,541</u>	<u>1,888,411</u>	<u>244,144</u>	<u>5,703,787</u>
<u>\$ 239,630</u>	<u>\$ 1,888,411</u>	<u>\$ 278,053</u>	<u>\$ 5,953,556</u>

City of Portland

Governmental Funds

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

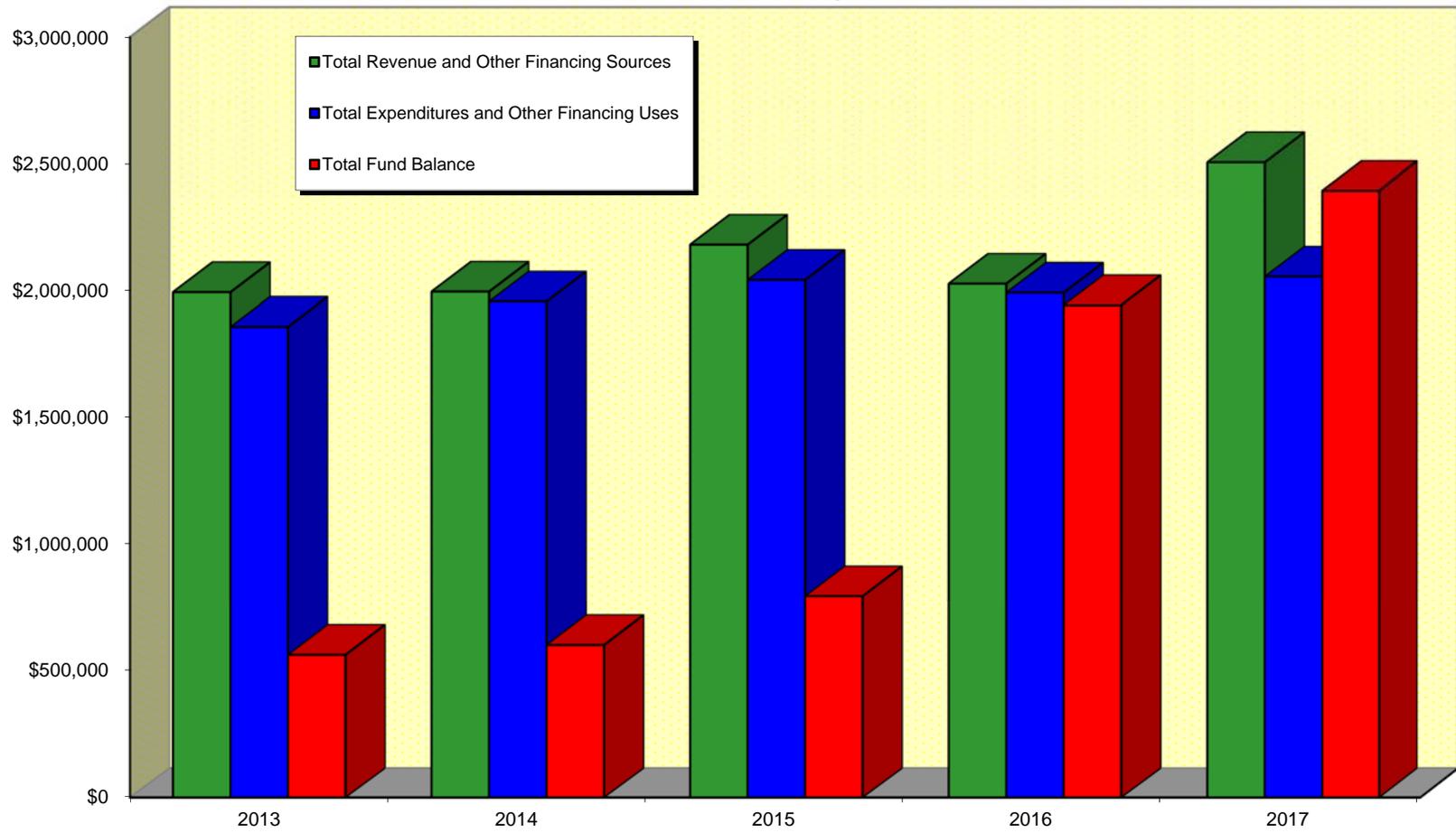
Year Ended June 30, 2017

	General	City Income Tax	Major Street
<b>REVENUES</b>			
Taxes	\$ 1,140,436	\$ 902,912	\$ -
Licenses and permits	33,276	-	-
Intergovernmental	426,346	-	680,644
Charges for services	343,155	-	-
Fines and forfeits	37,723	19,225	-
Interest and rents	363,547	1,224	-
Other	43,121	1,512	2,816
	<u>2,387,604</u>	<u>924,873</u>	<u>683,460</u>
<b>TOTAL REVENUES</b>			
<b>EXPENDITURES</b>			
Current			
General government	761,401	208,080	-
Public safety	815,461	-	-
Public works	53,219	-	883,236
Health and welfare	22,327	-	-
Community and economic development	26,248	-	-
Recreation and culture	167,711	-	-
Debt service	-	476,449	-
	<u>1,846,367</u>	<u>684,529</u>	<u>883,236</u>
<b>TOTAL EXPENDITURES</b>			
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>			
	541,237	240,344	(199,776)
<b>OTHER FINANCING SOURCES (USES)</b>			
Proceeds from sale of land	10,565	-	-
Debt proceeds	-	-	-
Transfers in	113,810	-	317,115
Transfers out	(213,450)	(513,641)	-
	<u>(89,075)</u>	<u>(513,641)</u>	<u>317,115</u>
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>			
<b>NET CHANGE IN FUND BALANCES</b>			
	452,162	(273,297)	117,339
Fund balances, beginning of year	<u>1,947,673</u>	<u>1,078,687</u>	<u>69,127</u>
Fund balances, end of year	<u>\$ 2,399,835</u>	<u>\$ 805,390</u>	<u>\$ 186,466</u>

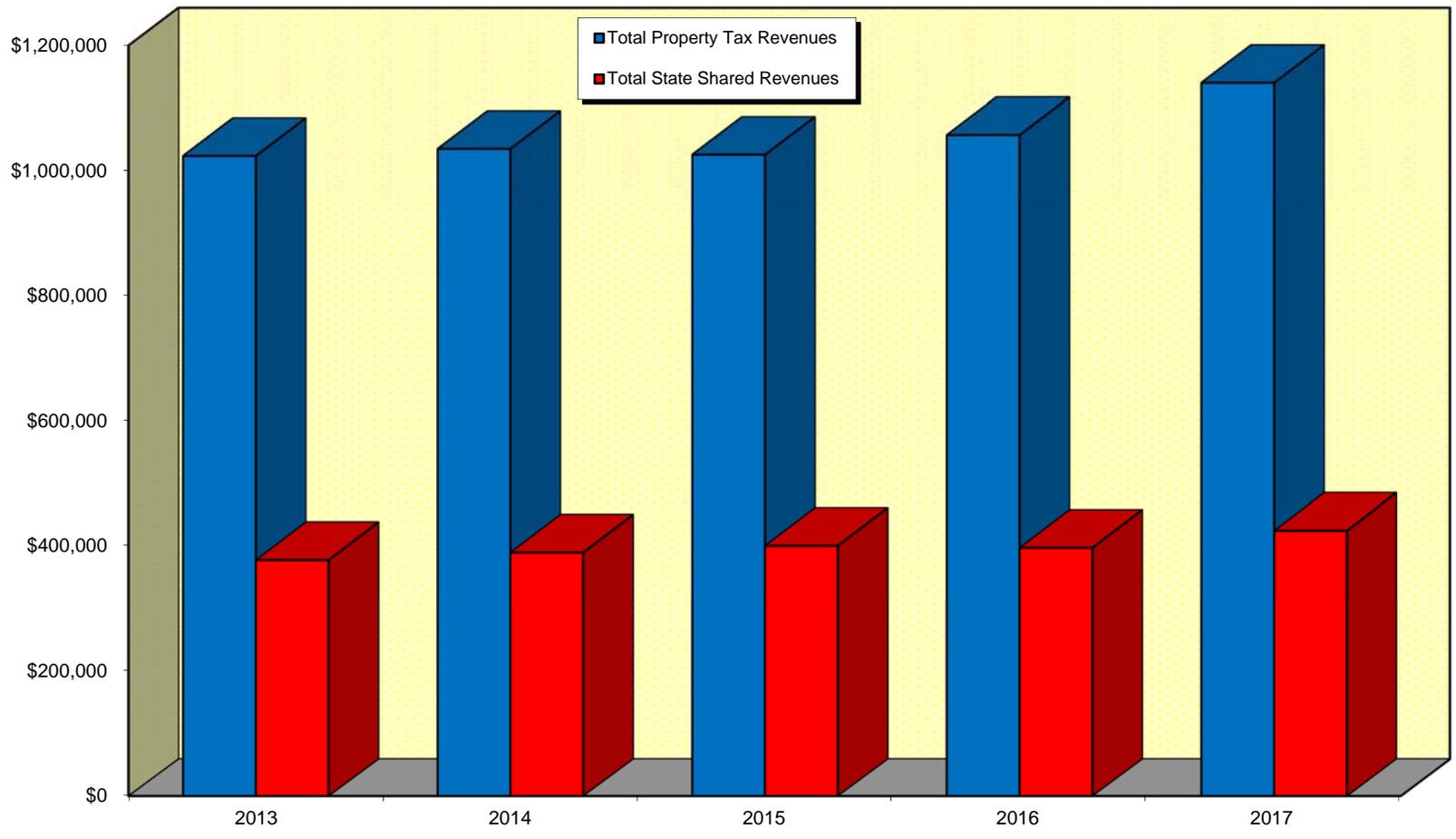
See accompanying notes to financial statements.

Ambulance	Street Projects	Nonmajor Governmental Funds	Total
\$ -	\$ -	\$ 79,457	\$ 2,122,805
-	-	-	33,276
-	-	103,258	1,210,248
556,887	-	67,573	967,615
-	-	-	56,948
-	-	-	364,771
1,809	-	3,785	53,043
<u>558,696</u>	<u>-0-</u>	<u>254,073</u>	<u>4,808,706</u>
-	-	-	969,481
-	-	-	815,461
-	-	219,527	1,155,982
591,934	-	-	614,261
-	-	-	26,248
-	-	93,909	261,620
19,721	31,589	-	527,759
<u>611,655</u>	<u>31,589</u>	<u>313,436</u>	<u>4,370,812</u>
(52,959)	(31,589)	(59,363)	437,894
-	-	-	10,565
92,254	1,920,000	-	2,012,254
-	-	32,927	463,852
-	-	-	(727,091)
<u>92,254</u>	<u>1,920,000</u>	<u>32,927</u>	<u>1,759,580</u>
39,295	1,888,411	(26,436)	2,197,474
140,246	-	270,580	3,506,313
<u>\$ 179,541</u>	<u>\$ 1,888,411</u>	<u>\$ 244,144</u>	<u>\$ 5,703,787</u>

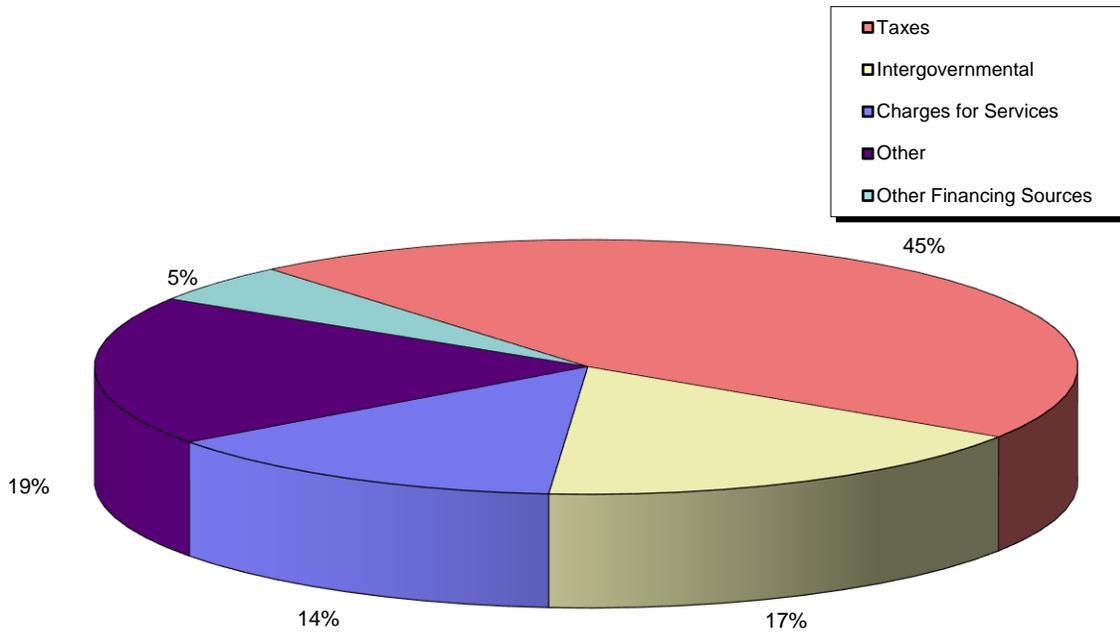
**City of Portland  
General Fund Total Revenues, Expenditures, and Fund Balances**



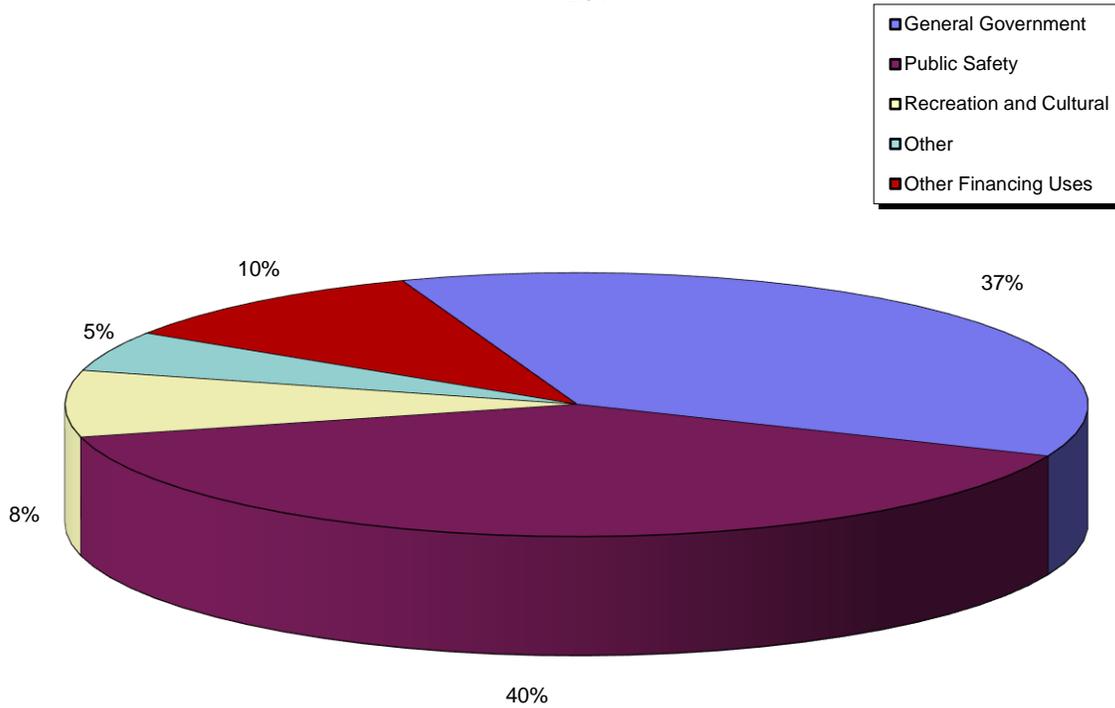
### City of Portland Total Property Tax and State Shared Revenues



**City of Portland  
General Fund Revenue Detail  
2017**



**City of Portland  
General Fund Expenditure Detail  
2017**



# Select Areas Tested

- ▶ Journal Entries
- ▶ Receipts
- ▶ Disbursements
- ▶ Utility Billing
  - ▶ Regular
  - ▶ Billing Adjustments
- ▶ Income Tax
- ▶ Budget
- ▶ Payroll
- ▶ Credit Card Purchases
- ▶ Governance
  - ▶ Policy & Procedures
  - ▶ Board Minutes



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and  
Members of the City Council  
City of Portland, Michigan

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Portland, Michigan, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City of Portland's basic financial statements, and have issued our report thereon dated November 28, 2017.

### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters, described below as 2017-001, that is required to be reported under *Government Auditing Standards*.

2017-001 EXCESS OF EXPENDITURES OVER BUDGETED AMOUNTS

Condition: During our review of the City's compliance with the budgeting act, we noted that expenditures had exceeded the amounts appropriated in the Ambulance Fund and in two (2) functions in the General Fund.

Criteria: The Michigan Public Act 621 of 1978, as amended, provides that the City adopt formal budgets for all applicable General and Special Revenue Funds, and shall not incur expenditures in excess of the amounts appropriated. Also, the Public Act requires amendments to be performed prior to incurring additional expenditures. The City adopted the budget for the General Fund at the functional level and the Special Revenue funds at the fund level.

Cause: The City did not amend expenditures in relation to budgeted amounts in the areas stated above. It appears year-end audit adjustments were the main cause for the noted overages.

Effect: The City is not in compliance with Public Act 621 of 1978, as amended.

Recommendation: We recommend the City monitor expenditures against adopted budgets in all applicable funds and make appropriate budget amendments as needed.

Corrective Action Response: The City had unexpected expenditures at year-end and has corrected the issue. The City will increase emphasis on year-end adjustments.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

STEVENS, KIRINOVIC & TUCKER, P.C.  
Certified Public Accountants

November 28, 2017

Questions?

**Thank you for your time.**

Steven R. Kirinovic, CPA  
Principal  
Stevens, Kirinovic & Tucker, P.C  
3511 Coolidge Road, Suite 100  
East Lansing, MI 48823  
517-351-6836  
skirinovic@sktcpas.com

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-99**  
**A RESOLUTION TO AMEND THE BUDGET**  
**FOR FISCAL YEAR 2017-2018**

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

**WHEREAS**, the Finance Director has reviewed current fund balances and expenditures for FY 2017-2018 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

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

1. The Portland City Council approves the 2017-2018 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** December 4, 2017

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

## EXHIBIT A

2017-2018 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
101-000-678.006	GENERAL FUND Reimbursements - Miscellaneous	15,000	31,755	16,755
101-100-719.000	COUNCIL Other Fringe	625	1,000	(375)
101-100-999.208	COUNCIL Transfer to Motor Pool	-	3,000	(3,000)
101-100-999.661	COUNCIL Transfer to Motor Pool	110,000	139,000	(29,000)
101-101-938.000	COMMUNITY PROMOTIONS M&R Street Lights	5,000	12,405	(7,405)
101-101-912.000	COMMUNITY PROMOTIONS Property Insurance	25	9	16
101-101-956.000	COMMUNITY PROMOTIONS Miscellaneous Expenses	500	1,200	(700)
101-201-719.000	GENERAL ADMINISTRATION Other Fringe	250	750	(500)
101-201-806.000	GENERAL ADMINISTRATION Data Processing	8,000	8,115	(115)
101-201-810.000	GENERAL ADMINISTRATION Equipment Maintenance Contract	6,393	6,506	(113)
101-201-810.000	GENERAL ADMINISTRATION Equipment Maintenance Contract	6,393	12,025	(5,632)
101-201-912.000	GENERAL ADMINISTRATION Property Insurance	3,500	2,982	518
101-201-913.000	GENERAL ADMINISTRATION Liability Insurance	31,000	30,270	730
101-201-956.000	GENERAL ADMINISTRATION Miscellaneous Expenses	1,000	887	113
101-201-977.000	GENERAL ADMINISTRATION Capital Outlay - Equipment	-	11,000	(11,000)
101-209-934.000	ASSESSING M&R Office Equipment	-	1,500	(1,500)
101-209-980.000	ASSESSING Capital Outlay - Office Equipment	1,500	-	1,500
101-276-719.000	CEMETERY			

## EXHIBIT A

2017-2018 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
	Other Fringe	250	400	(150)
101-276-912.000	CEMETERY Property Insurance	500	431	69
101-301-719.000	POLICE Other Fringe	1,750	2,075	(325)
101-301-745.000	POLICE Motor Fuel & Oil	-	9,600	(9,600)
101-301-806.000	POLICE Data Processing	3,820	7,570	(3,750)
101-301-912.000	POLICE Property Insurance	800	3,178	(2,378)
101-301-913.000	POLICE Liability Insurance	9,500	8,882	618
101-371-864.000	CODE ENFORCEMENT Conference & Workshop	-	500	(500)
101-751-775.001	PARKS M&R Rivertrail	10,000	660	9,340
101-751-912.000	PARKS Property Insurance	-	1,726	(1,726)
101-751-934.000	PARKS M&R Office Equipment	200	1,200	(1,000)
101-751-977.000	PARKS Capital Outlay - Equipment	40,500	45,840	(5,340)
105-254-999.202	INCOME TAX Transfer to Major Streets	-	14,725	(14,725)
105-254-999.590	INCOME TAX Transfer to Major Streets	-	1,933	(1,933)
202-000-699.105	MAJOR STREETS Reimbursements - Miscellaneous	1,000	3,600	2,600
202-000-699.105	MAJOR STREETS Contribution from Income Tax	-	14,725	14,725
202-201-802.000	MAJOR STREETS - General Administration Audit Service	785	3,385	(2,600)
202-452-804.000	MAJOR STREETS - Construction Contractual Service	-	11,925	(11,925)

## EXHIBIT A

2017-2018 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
202-463-719.000	MAJOR STREETS - Maintenance Other Fringe	250	325	(75)
202-473-775.000	MAJOR STREETS - Bridge Maintenance M&R Supplies	-	2,800	(2,800)
203-452-803.018	LOCAL STREETS - CONSTRUCTION Engineering - Cutler Rd Expansion	-	5,900	(5,900)
203-463-719.000	LOCAL STREETS - Maintenance Other Fringe	250	325	(75)
208-000-699.101	RECREATION Contribution from General Fund	-	3,000	3,000
208-690-934.000	RECREATION M&R Office Equipment	-	3,000	(3,000)
210-302-719.000	AMBULANCE Other Fringe	1,250	2,375	(1,125)
210-302-745.000	AMBULANCE Motor Fuel & Oil	-	9,600	(9,600)
210-302-912.000	AMBULANCE Property Insurance	600	3,150	(2,550)
210-302-983.000	AMBULANCE Office Equipment Lease	21,915	-	21,915
210-302-999.661	AMBULANCE Transfer to Motor Pool	-	26,552	(26,552)
248-275-719.000	DDA Other Fringe	250	275	(25)
582-000-678.006	ELECTRIC Reimbursements - Miscellaneous	150,000	159,195	9,195
582-201-719.000	ELECTRIC - General Administration Other Fringe	131	506	(375)
582-201-912.000	ELECTRIC - General Administration Property Insurance	9,800	6,972	2,828
582-201-914.000	ELECTRIC - General Administration Vehicle Insurance	4,200	5,325	(1,125)
582-201-931.000	ELECTRIC - General Administration M&R Equipment	342	1,017	(675)
582-539-775.000	ELECTRIC - Distribution M&R Supplies	125,000	134,195	(9,195)

## EXHIBIT A

2017-2018 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
582-539-930.000	ELECTRIC - Distribution M&R Building	68,000	47,320	20,680
582-539-977.000	ELECTRIC - Distribution Capital Outlay - Equipment	275,000	295,680	(20,680)
590-000-699.105	WASTEWATER Transfer from Income Tax	-	1,933	(1,933)
590-201-719.000	WASTEWATER - General Administration Other Fringe	-	175	(175)
590-201-912.000	WASTEWATER - General Administration Property Insurance	2,900	2,605	295
590-201-915.000	WASTEWATER - General Administration Boiler Insurance	700	637	63
590-201-934.000	WASTEWATER - General Administration M&R Office Equipment	342	867	(525)
590-441-775.000	WASTEWATER - Collections M&R Supplies	4,570	6,503	(1,933)
591-201-719.000	WATER - General Administration Other Fringe	200	275	(75)
591-201-912.000	WATER - General Administration Property Insurance	2,400	2,300	100
591-201-934.000	WATER - General Administration M&R Office Equipment	342	867	(525)
591-441-975.000	WATER - Collections Capital Outlay Building	-	8,000	(8,000)
661-000-699-101	MOTOR POOL Contribution from General Fund	110,000	139,000	29,000
661-000-699.210	MOTOR POOL Contribution from Ambulance	-	26,552	26,552
661-201-912.000	MOTOR POOL Property Insurance	1,200	898	302
661-201-914.000	MOTOR POOL Vehicle Insurance	15,000	10,069	4,931
661-201-995.000	MOTOR POOL Interest Payment	-	4,638	(4,638)
661-441-719.000	MOTOR POOL	250	400	(150)

## EXHIBIT A

2017-2018 FISCAL YEAR  
BUDGET AMENDMENTS

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED BUDGET</u>	<u>NET EFFECT</u>
	Other Fringe			
661-441-931.000	MOTOR POOL M&R Equipment	40,000	40,875	(875)
661-441-977.002	MOTOR POOL Capital Outlay - Pick Up Truck	-	29,000	(29,000)

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-100**

**A RESOLUTION TO PROHIBIT THE OPERATION OF MARIHUANA FACILITIES IN THE CITY OF PORTLAND**

**WHEREAS**, enacted in 2016, the Medical Marihuana Facilities Licensing Act, 2016 PA 281, as amended, MCL 333.27101 *et seq.* (“Act 281”), provides for state licensing and regulation of medical marihuana growers, processors, provisioning centers, secure transporters and safety compliance facilities (collectively, “Medical Marihuana Facilities”); and

**WHEREAS**, Act 281 provides that Medical Marihuana Facilities shall not operate in a municipality unless the municipality adopts an ordinance that authorizes such operation; and

**WHEREAS**, City of Portland Ordinances currently prohibit the operation of Medical Marihuana Facilities; and

**WHEREAS**, being duly informed and advised, the City Council has determined it shall not adopt ordinance provisions to authorize the location of any Medical Marihuana Facilities in the City of Portland.

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

1. The City Council shall not adopt ordinance provisions that authorize Medical Marihuana Facilities in the City of Portland. Accordingly, the operation of such facilities in the City is prohibited.
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:** December 4, 2017

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-101**

**A RESOLUTION APPROVING A GRANT AGREEMENT FOR VOTING  
SYSTEM HARDWARE, FIRMWARE AND SOFTWARE AND AUTHORIZING  
THE CITY CLERK TO SIGN SAME**

**WHEREAS**, the City of Portland wishes to apply to the Secretary of State for a grant to purchase a new voting system, which includes precinct tabulators, accessible voting devices for use by individuals with disabilities, and related Election Management System (EMS) software; and

**WHEREAS**, the Grant Agreement, attached hereto as Exhibit A, is to establish a grant program to acquire and implement replacement voting systems throughout the state; and

**WHEREAS**, partial funding for the new voting system will be provided by the State, and will include a combination of Federal Help America Vote Act and State-appropriated funds; and

**WHEREAS**, local funding obligations will require the City of Portland to cover the costs for the extended service and maintenance for years 5 through 10 and are detailed in the quote provided to Ionia County, MI by Hart Intercivic, attached hereto as Exhibit B.

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

1. The City Council approves the Grant Agreement, attached hereto as Exhibit A, and authorizes the City Clerk 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:** December 4, 2017

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

**State Of Michigan  
Michigan Department of State  
And  
Ionia County  
City of Portland  
Help America Vote Act (HAVA) Grant Agreement  
Voting System Hardware, Firmware and Software  
RE: Master Contract  
- Hart Intercivic, Inc.**

*This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002.*

**Definitions:**

“*Contractor*” means the voting system vendor selected by the county.

“*County*” means any county within the State of Michigan.

“*Department*” means the Michigan Department of State.

“*Grantee*” means the county or local jurisdiction entering into this *Grant Agreement*.

“*Local Jurisdiction*” means any city or township within the State of Michigan.

“*Voting Systems*” means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and funded by State-appropriated and Federal HAVA funds.

**1. Period of Agreement**

The *Grant Agreement* process applies to voting system purchases occurring between March 1, 2017 and April 30, 2018.

**2. Program, Budget and Agreement**

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA funds to acquire and implement replacement voting systems throughout the state. Each county, with the involvement of the local jurisdictions within the county, will select one Contractor for the entire county and will develop a countywide implementation plan to replace its voting systems.

Once the county certifies its Contractor selection to the Department, the county will provide the Department with its implementation plan for individual local jurisdictions participating in each planned purchasing phase. The Department will verify the number of voting systems authorized for purchase using State-appropriated and Federal HAVA funds. If changes are required after the *Grant Agreement* is signed and approved, instructions for amending the *Grant Agreement* will be provided and the Grantee will be required to enter into a new *Grant Agreement*.

This grant program only covers the acquisition and implementation of the voting system selected by each county, and the individual voting system components which will be funded utilizing available State-appropriated and Federal HAVA funds. Approved quantities of each voting system component have been determined by the Department and are listed in Section 15 of this *Grant Agreement*.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA funding provided via this *Grant Agreement* covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

Each Contractor will enter into a software license agreement with each county and any local jurisdictions that receive EMS. The license agreement shall not contradict any terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

The Department will initiate voting system orders at the county level, once all *Grant Agreements* for the county are submitted and approved for the designated purchasing phase. Once voting systems have been delivered, tested, and accepted by each Grantee in the county for the designated purchasing phase, the Department will release the State/HAVA funds to the Contractor.

### **3. General**

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city, or township.

#### **4. Performance**

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. The Department will initiate equipment orders directly with the Contractor, and will provide the Grantee with the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure continued operation on Election Day, in the event of voting system failure in any individual precinct.

#### **5. Testing, Acceptance and Payment**

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

#### **6. Ownership of Equipment and Software Purchases: Title**

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

#### **7. Optional Purchases**

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

#### **8. Records Maintenance/Retention**

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance, and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

## **9. Management Requirements**

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 71% Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

## **10. Disposition**

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department.
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

## **11. Authorized Access**

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

## **12. Mandatory Conditions**

### **A. Statutory or Regulatory Requirements**

**The Master Contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval.** The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

### **Laws**

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

**Funding**

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

**Costs**

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

**Cancellation**

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

**Entire Agreement**

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

**Adherence to Terms**

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

**B. Other**

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

**13. Administration of Agreement**

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services  
Michigan Department of State

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

**14. Completed Agreement**

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields\* below, and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically via the Elections eLearning Center.

**15. Voting Systems Authorization**

**Note: Grant Applicant to fill in all fields indicated (\*) below:**

This *Grant Agreement* is between the Michigan Department of State and:

**Ionia County  
City of Portland**

\*Grant Manager for County, City, or Township (point of contact for the State):

*Name	
*Title	
*Office Address	
*Office Phone	
*Office Email Address	

**Authorized Voting System Component Totals:**

Number of Precinct Tabulators Authorized for State-Federal Funding:	2
Number of Absent Voter Counting Board Tabulators Authorized for State-Federal Funding: (funded at precinct tabulator price) *	0
Number of Accessible Voting Devices Authorized for State-Federal Funding:	1
EMS Software Authorized for State-Federal Funding:	No None

**16. Special Certification/Signature**

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

**For the COUNTY OR LOCAL JURISDICTION:**

\*Name: \_\_\_\_\_

\*Title: \_\_\_\_\_ \*Date: \_\_\_\_\_

\_\_\_\_\_  
\*Signature

**For the STATE OF MICHIGAN, DEPARTMENT OF STATE:**

Cindy Paradine, Director, Office of Financial Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Price Quote for Ionia County, MI

**Contents**

- Summary
- Quote 1 for Main Components Years 1-5
- Quote 2 for Additional Components Years 1-5
- Quote 3 for Service and Maintenance Years 6-10

## Summary

### State Funding Available\*

Item	Amount	Quantity	Total
Precinct/Absentee Tabulator	\$ 3,913.11	33	\$ 129,132.63
Accessible Voting Device	\$ 3,207.41	24	\$ 76,977.84
High Speed AVCB Tabulator (Precinct Tabulator Reimbursement)	\$ 3,913.11	0	\$ -
Full EMS Software - County	\$ 154,491.84	1	\$ 154,491.84
Accumulation Only Software - County	\$ 35,108.58	0	\$ -
Accumulation Only Software - Local	\$ -	0	\$ -
Security Device (Verity Key)	\$ 56.46	20	\$ 1,129.20
			<b>\$ 361,731.51</b>

### County Quotes\*\*

Description	Contract Price	Discount	Total	State Funding	County Funding
Quote 1 - Main Components Years 1-5	\$ 512,585.00	\$ (150,853.49)	\$ 361,731.51	\$ (361,731.51)	\$ -
Quote 2 - Additional Components Years 1-5	\$ 53,690.00	\$ -	\$ 53,690.00	N/A	\$ 53,690.00
Quote 3 - Service and Maintenance Years 6-10	\$ 164,860.00	\$ (39,300.00)	\$ 125,560.00	N/A	\$ 125,560.00

### Payments

Description	County Funding
Quote 1 - Main Components Years 1-5	\$ -
Quote 2 - Additional Components Years 1-5	\$ 53,690.00
<b>Due from County Year 1</b>	<b>\$ 53,690.00</b>
Quote 3 - Service and Maintenance Years 6-10	\$ 125,560.00
<b>Due Annually from County Years 6-10</b>	<b>\$ 25,112.00</b>

### County Total Cost Years 1 - 10

Year 1	\$ 53,690.00
Year 2	\$ -
Year 3	\$ -
Year 4	\$ -
Year 5	\$ -
Year 6	\$ 25,112.00
Year 7	\$ 25,112.00
Year 8	\$ 25,112.00
Year 9	\$ 25,112.00
Year 10	\$ 25,112.00
<b>Total</b>	<b>\$ 179,250.00</b>

\*Quote 1 includes Hart's most up-to-date understanding of the quantities that the State of Michigan has agreed to fund for your county. The discount provided on Quote 1 is only valid for the quantities funded by the State and is not transferable to other Quotes. Should those State-funded quantities change, the county will be responsible for funding any excess quantities at the list price provided in Hart's contract with the State of Michigan.

\*\*All discounts provided are valid only if customer takes delivery and completes acceptance of equipment no later than 12/31/17.



Verity Quote 1 - Main Components Year 1-5

Quote Number	00002433
Account Name	Ionia County, MI
Grand Total	\$361,731.51

Item	Description	Unit Price	Quantity	Total Price
Verity Scan	Digital ballot scanner with remote transmission capability	\$5,500.00	33	\$181,500.00
Verity Touch Writer w/ Access	Ballot marking device with accessibility	\$4,500.00	24	\$108,000.00
Verity Data, Build, and Count	Full Election Management System software	\$218,920.00	1	\$218,920.00
Verity Key	Electronic security token	\$80.00	20	\$1,600.00
vDrive	Flash memory card/audio card for use with Verity devices	\$45.00	57	\$2,565.00

Subtotal	\$512,585.00
Special Discount	(\$150,853.49)
Grand Total	\$361,731.51
State Funding	(\$361,731.51)
Expected County Expenditure	\$0.00

Bill To	State of Michigan 430 W Allegan St., 1st Floor Lansing, MI 48933	Ship To	100 W Main St. Ionia, MI 48846
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Customer Contact

Contact Name	Janae Cooper	Email	jcooper@ioniacounty.org
		Phone	(616) 527-5322

General Information

Expiration Date	4/8/2017	Instructions	Please fax with signature to or scan and email to <a href="mailto:kclakeley@hartic.com">kclakeley@hartic.com</a> to place this order.
Payment Terms	Net 30		

Terms and Conditions

Pricing subject to inventory availability at time of quote execution and acceptance.  
Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By	Karen Clakeley	Title	Director, Strategic Accounts
Signature			

Customer Approval

Name: _____	Title: _____
Customer Approval: _____	Date: _____



Verity Quote 2 - Additional Components Years 1-5

Quote Number 00002434  
 Account Name Ionia County, MI  
 Grand Total \$53,690.00

Item	Description	Unit Price	Quantity	Total Price
Verity Relay	Verity Relay software (server)	\$17,180.00	1	\$17,180.00
Verity Workstation	Workstation for Verity software w/ 5-year warranty	\$3,650.00	2	\$7,300.00
Okidata B431D Printer	Laser printer w/ starter cartridge for report printing	\$325.00	2	\$650.00
Battery Charger, 1 Bay	1-bay charger for Verity voting device battery	\$185.00	20	\$3,700.00
vDrive	Flash memory card/audio card for use with Verity devices	\$45.00	12	\$540.00
Verity Key	Electronic security token	\$80.00	4	\$320.00
New Implementation Services	Includes training, acceptance testing, project management, and on-site support for the first election on the Verity voting system. Additional services, if required, must be purchased separately.	\$24,000.00	1	\$24,000.00
Subtotal				\$53,690.00
Grand Total				\$53,690.00

Bill To 100 W Main St. Ionia, MI 48846      Ship To 100 W Main St. Ionia, MI 48846

**Customer Contact**

Contact Name Janae Cooper      Email jcooper@ioniacounty.org  
 Phone (616) 527-5322

**General Information**

Expiration Date 4/8/2017      Instructions Please fax with signature to or scan and email to [kclakeley@hartic.com](mailto:kclakeley@hartic.com) to place this order.  
 Payment Terms Net 30

**Terms and Conditions**

Pricing subject to inventory availability at time of quote execution and acceptance.  
 Taxes will be calculated in conjunction with the Customer based on the final approved price list.

**Hart Approval**

Prepared By Karen Clakeley      Title Director, Strategic Accounts  
 Signature *Karen G. Clakeley*

**Customer Approval**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_



Verity Quote 3 - Service and Maintenance Years 6-10

Quote Number 00002436
Account Name Ionia County, MI
Grand Total Years 6-10 \$125,560.00

Table with 5 columns: Item, Description, Unit Price, Quantity, Total Price. Rows include Service and Maintenance - Verity Scan, Verity Touch Writer w/ Access, Verity Data, Build, and Count, and Verity Relay.

Annual Total \$32,972.00
Subtotal License and Support Years 6-10 \$164,860.00
Discount Years 6-10 (\$39,300.00)
Total Years 6-10 \$125,560.00

Bill To 100 W Main St. Ionia, MI 48846
Ship To 100 W Main St. Ionia, MI 48846

Customer Contact

Contact Name Janae Cooper
Email jcooper@ioniacounty.org
Phone (616) 527-5322

General Information

Expiration Date 4/8/2017
Payment Terms Net 30
Instructions Please fax with signature to or scan and email to kclakeley@hartic.com to place this order.

Terms and Conditions

Discount provided above reflects a \$140.00 discount on the unit price of Verity Scan Service and Maintenance for years 6-10 and a \$135.00 discount on the unit price of Verity Touch Writer w/ Access Service and Maintenance for years 6-10.
The resulting unit prices are as follows:
- Service and Maintenance - Verity Scan: \$424.00
- Service and Maintenance - Verity Touch Writer w/ Access: \$380.00

Pricing subject to inventory availability at time of quote execution and acceptance.
Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By Karen Clakeley
Signature [Handwritten Signature]
Title Director, Strategic Accounts



**Verity Quote 3 - Service and Maintenance Years 6-10**

Quote Number	00002436
Account Name	Ionia County, MI
Grand Total Years 6-10	\$125,560.00

Customer Approval

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

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

Customer Approval: \_\_\_\_\_

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-102**

**A RESOLUTION APPROVING PAY REQUEST NO. 3 TO CL TRUCKING, INC.  
FOR WORK DONE ON THE JAMES STREET IMPROVEMENT PROJECT**

**WHEREAS**, the City awarded a contract in the amount of \$1,081,163.26 to CL Trucking, Inc. to make certain improvements to James Street; and

**WHEREAS**, CL Trucking, Inc. has submitted Pay Request No. 3 requesting a progress payment for work completed through November 24, 2017, a copy of Pay Request No. 3 is attached as Exhibit A; and

**WHEREAS**, the City Engineer on this Project has reviewed Pay Request No. 3 and is recommending that the City Council approve payment in the amount of \$320,786.98.

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

1. The City Council approves the Engineer's recommendation to approve Pay Request No. 3 and authorizes payment in the amount of \$320,786.98 to CL Trucking, Inc. for work completed through November 24, 2017.
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:** December 4, 2017

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



November 28, 2017

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

**RE: James Street Improvements – Pay Application #3**

Dear Mr. Gorman:

Attached is a pay request from CL Trucking & Excavating on the James Street project. The breakdown for this payment is as follows:

Road/General	\$320,444.98
Water	200.00
Sanitary	142.00
Electric	0.00

We are in agreement with the quantities and amounts submitted. We recommend payment in the amount of \$320,786.98. Please feel free to contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK

A handwritten signature in black ink, appearing to read "Jonathan W. Moxey".

Jonathan W. Moxey, P.E.  
Project Manager

**APPLICATION FOR PAYMENT NO. 3**

To: City of Portland (OWNER)  
From: CL Trucking & Excavating, LLC (CONTRACTOR)  
Contract: James Street Improvements  
Project: James Street Improvements  
OWNER's Contract No. N/A ENGINEER's Project No. 830080  
For Work accomplished through the date of: 11/24/17

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1. ORIGINAL CONTRACT PRICE:	\$	<u>1,081,163.26</u>
2. Net change by Change Orders:	\$	<u>0.00</u>
3. Current Contract Price (1 plus 2):	\$	<u>1,081,163.26</u>
4. TOTAL COMPLETED AND STORED TO DATE:	\$	<u>1,057,857.13</u>
5. RETAINAGE:		
<u>      </u> % of completed Work:	\$	<u>                  </u>
<u>  5  </u> % of Contract Price:	\$	<u>54,060.43</u>
<u>      </u> % of stored material:	\$	<u>                  </u>
Total Retainage:	\$	<u>54,060.43</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$	<u>1,003,796.70</u>
7. LESS PREVIOUS PAYMENTS:	\$	<u>683,009.72</u>
<b>8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):</b>	\$	<u>320,786.98</u>

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Accompanying Documentation: See breakdown attached.

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Dated: 11/27/17

CL Trucking & Excavating, LLC  
CONTRACTOR

By: \_\_\_\_\_  
Authorized Signature  
Chad Listerman (Member/Manager)  
Printed or Typed Name

ENGINEER's Recommendation:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/28/17

Fleis & VandenBrink Engineering, Inc.  
ENGINEER

By: \_\_\_\_\_  
Authorized Signature  
Jonathan W. Moxey, PE  
Printed or Typed Name

**City of Portland - James Street Improvements  
Pay Application Breakdown**

Description	Unit	Plan Quantity	Contract Unit Price	Original Contract Amount	Quantity Complete to Date	Amount Complete to Date	Pay Application 1		Pay Application 2		Pay Application 3	
							Quantity	Amount	Quantity	Amount	Quantity	Amount
General Conditions, Bonds & Insurances (Max 5%)	LSUM	1	\$ 52,750.00	\$ 52,750.00	1.00	\$52,750.00	0.50	\$ 26,375.00	0.25	\$ 13,187.50	0.25	\$ 13,187.50
Above Ground Video Survey	LSUM	1	\$ 1,250.00	\$ 1,250.00	1.00	\$1,250.00	1.00	\$ 1,250.00	0.00	\$ -	0.00	\$ -
Roadway Grading	Sta	18	\$ 2,765.00	\$ 48,387.50	20.84	\$57,622.60	0.00	\$ -	20.42	\$ 56,461.30	0.42	\$ 1,161.30
Subgrade Undercutting, Type II	Cyd	100	\$ 10.00	\$ 1,000.00	315.81	\$3,158.10	0.00	\$ -	315.81	\$ 3,158.10	0.00	\$ -
Trench Undercut and Backfill	Cyd	100	\$ 10.00	\$ 1,000.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Maintenance Gravel, LM	Cyd	100	\$ 5.00	\$ 500.00	28.00	\$140.00	0.00	\$ -	28.00	\$ 140.00	0.00	\$ -
Exploratory Digging	Hr	50	\$ 1.00	\$ 50.00	47.50	\$47.50	13.50	\$ 13.50	31.00	\$ 31.00	3.00	\$ 3.00
Flowable Fill	Cyd	100	\$ 1.00	\$ 100.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Tree, Rem, 19 inch to 36 inch	Ea	5	\$ 500.00	\$ 2,500.00	11.00	\$5,500.00	0.00	\$ -	11.00	\$ 5,500.00	0.00	\$ -
Tree, Rem, 6 inch to 18 inch	Ea	2	\$ 150.00	\$ 300.00	7.00	\$1,050.00	0.00	\$ -	7.00	\$ 1,050.00	0.00	\$ -
Stump, Rem	Ea	1	\$ 100.00	\$ 100.00	7.00	\$700.00	1.00	\$ 100.00	6.00	\$ 600.00	0.00	\$ -
Tree, Relocate	Ea	1	\$ 100.00	\$ 100.00	1.00	\$100.00	0.00	\$ -	1.00	\$ 100.00	0.00	\$ -
Flag and Landscape, Relocate	Ea	1	\$ 150.00	\$ 150.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Sign, Type III, Rem	Ea	8	\$ 15.00	\$ 120.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Cold Milling HMA Surface	Syd	6,700	\$ 1.15	\$ 7,705.00	6,793.94	\$7,813.03	6,659.03	\$ 7,657.88	0.00	\$ -	134.91	\$ 155.15
Pavt, Rem	Syd	1,114	\$ 4.00	\$ 4,456.00	974.80	\$3,899.20	671.51	\$ 2,686.04	287.21	\$ 1,148.84	16.08	\$ 64.32
Sidewalk, Rem	Syd	980	\$ 4.00	\$ 3,920.00	959.42	\$3,837.68	22.73	\$ 90.92	891.15	\$ 3,564.60	45.54	\$ 182.16
Curb and Gutter, Rem	Ft	3,770	\$ 3.90	\$ 14,703.00	3,951.21	\$15,409.72	3,703.56	\$ 14,443.88	218.00	\$ 850.20	29.65	\$ 115.64
Timber Wall, Rem	Syd	30	\$ 10.00	\$ 300.00	36.52	\$365.20	0.00	\$ -	14.19	\$ 141.90	22.33	\$ 223.30
San Sewer, Rem, Less than 24 inch	Ft	200	\$ 7.50	\$ 1,500.00	1,239.00	\$9,292.50	0.00	\$ -	1,237.00	\$ 9,277.50	2.00	\$ 15.00
Storm Sewer, Rem, Less than 24 inch	Ft	300	\$ 5.00	\$ 1,500.00	1,422.10	\$7,110.50	107.00	\$ 535.00	1,315.10	\$ 6,575.50	0.00	\$ -
Dr Structure, Rem	Ea	18	\$ 300.00	\$ 5,400.00	20.00	\$6,000.00	4.00	\$ 1,200.00	16.00	\$ 4,800.00	0.00	\$ -
San Manhole, Rem	Ea	8	\$ 300.00	\$ 2,400.00	8.00	\$2,400.00	1.00	\$ 300.00	7.00	\$ 2,100.00	0.00	\$ -
Valve Box, Rem	Ea	10	\$ 125.00	\$ 1,250.00	10.00	\$1,250.00	2.00	\$ 250.00	8.00	\$ 1,000.00	0.00	\$ -
Hydrant, Rem	Ea	4	\$ 500.00	\$ 2,000.00	4.00	\$2,000.00	0.00	\$ -	4.00	\$ 2,000.00	0.00	\$ -
Structure Cover, Adj, Case 2	Ea	8	\$ 300.00	\$ 2,400.00	4.00	\$1,200.00	0.00	\$ -	0.00	\$ -	4.00	\$ 1,200.00
Erosion Control, Inlet Protection, Fabric Drop	Ea	22	\$ 100.00	\$ 2,200.00	21.00	\$2,100.00	21.00	\$ 2,100.00	0.00	\$ -	0.00	\$ -
Erosion Control, Silt Fence	Ft	650	\$ 0.01	\$ 6.50	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Mulch Blanket	Syd	200	\$ 1.00	\$ 200.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Slope Restoration	Syd	5,000	\$ 4.00	\$ 20,000.00	5,833.14	\$23,332.56	0.00	\$ -	0.00	\$ -	5,833.14	\$ 23,332.56
Barricade, Type III, High Intensity, Double Sided, Light	Ea	19	\$ 48.00	\$ 912.00	19.00	\$912.00	19.00	\$ 912.00	0.00	\$ -	0.00	\$ -
Barricade, Type III, High Intensity, Double Sided, Light	Ea	19	\$ 2.00	\$ 38.00	19.00	\$38.00	19.00	\$ 38.00	0.00	\$ -	0.00	\$ -
Minor Traf Devices	LSUM	1	\$ 9,870.00	\$ 9,870.00	1.00	\$9,870.00	0.50	\$ 4,935.00	0.25	\$ 2,467.50	0.25	\$ 2,467.50
Plastic Drum, High Intensity, Furn	Ea	20	\$ 9.75	\$ 195.00	20.00	\$195.00	20.00	\$ 195.00	0.00	\$ -	0.00	\$ -
Plastic Drum, High Intensity, Oper	Ea	20	\$ 0.25	\$ 5.00	20.00	\$5.00	20.00	\$ 5.00	0.00	\$ -	0.00	\$ -
Sign, Type B, Temp, Prismatic, Furn	Sft	337	\$ 2.75	\$ 926.75	451.50	\$1,241.63	323.50	\$ 889.63	128.00	\$ 352.00	0.00	\$ -
Sign, Type B, Temp, Prismatic, Oper	Sft	337	\$ 0.10	\$ 33.70	451.50	\$45.15	323.50	\$ 32.35	128.00	\$ 12.80	0.00	\$ -
Traf Regulator Control	LSUM	1	\$ 0.01	\$ 0.01	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Subbase, CIP	Cyd	2,550	\$ 7.00	\$ 17,850.00	2,865.62	\$20,059.34	0.00	\$ -	2,618.72	\$ 18,331.04	246.90	\$ 1,728.30
Aggregate Base, 8 inch	Syd	6,600	\$ 5.00	\$ 33,000.00	7,058.31	\$35,291.55	0.00	\$ -	5,390.40	\$ 26,952.00	1,667.91	\$ 8,339.55
Hand Patching	Ton	75	\$ 30.00	\$ 2,250.00	2.76	\$82.80	0.00	\$ -	0.00	\$ -	2.76	\$ 82.80
HMA, 13A (Surface)	Ton	575	\$ 71.00	\$ 40,825.00	658.11	\$46,725.81	0.00	\$ -	0.00	\$ -	658.11	\$ 46,725.81
HMA, 13A (Leveling)	Ton	575	\$ 71.00	\$ 40,825.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Place and Compact HMA Millings	Syd	235	\$ 4.00	\$ 940.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Driveway, Nonreinf Conc, 6 inch	Syd	1,180	\$ 29.50	\$ 34,810.00	921.94	\$27,197.23	0.00	\$ -	0.00	\$ -	921.94	\$ 27,197.23
Curb and Gutter, Conc, Det F4	Ft	4,820	\$ 12.00	\$ 57,840.00	3,979.15	\$47,749.80	0.00	\$ -	0.00	\$ -	3,979.15	\$ 47,749.80
Underdrain, Pipe, 6 inch	Ft	4,820	\$ 2.50	\$ 12,050.00	1,235.50	\$3,088.75	0.00	\$ -	1,077.50	\$ 2,693.75	158.00	\$ 395.00
Detectable Warning Surface	Ft	170	\$ 72.00	\$ 12,240.00	165.45	\$11,912.40	0.00	\$ -	0.00	\$ -	165.45	\$ 11,912.40
Sidewalk Ramp, Conc, 6 inch	Sft	740	\$ 5.00	\$ 3,700.00	751.22	\$3,756.10	0.00	\$ -	0.00	\$ -	751.22	\$ 3,756.10
Sidewalk, Conc, 4 inch	Sft	14,100	\$ 3.00	\$ 42,300.00	16,692.52	\$50,077.56	0.00	\$ -	0.00	\$ -	16,692.52	\$ 50,077.56

**City of Portland - James Street Improvements  
Pay Application Breakdown**

Description	Unit	Plan Quantity	Contract Unit Price	Original Contract Amount	Quantity Complete to Date	Amount Complete to Date	Pay Application 1		Pay Application 2		Pay Application 3	
							Quantity	Amount	Quantity	Amount	Quantity	Amount
Connect to Existing Sanitary Manhole	Ea	2	\$ 1,000.00	\$ 2,000.00	2.00	\$2,000.00	0.00	\$ -	2.00	\$ 2,000.00	0.00	\$ -
Connect to Existing Sanitary Sewer	Ea	5	\$ 850.00	\$ 4,250.00	5.00	\$4,250.00	1.00	\$ 850.00	4.00	\$ 3,400.00	0.00	\$ -
San Lateral, 6 inch	Ft	980	\$ 26.00	\$ 25,480.00	864.83	\$22,485.58	158.54	\$ 4,122.04	706.29	\$ 18,363.54	0.00	\$ -
San Wye, 8 inch x 6 inch	Ea	11	\$ 100.00	\$ 1,100.00	17.00	\$1,700.00	0.00	\$ -	17.00	\$ 1,700.00	0.00	\$ -
San Lateral, Reconnect	Ea	19	\$ 150.00	\$ 2,850.00	22.00	\$3,300.00	3.00	\$ 450.00	19.00	\$ 2,850.00	0.00	\$ -
San Sewer, 8 inch	Ft	1,454	\$ 62.00	\$ 90,148.00	1,415.85	\$87,782.70	43.00	\$ 2,666.00	1,370.85	\$ 84,992.70	2.00	\$ 124.00
San Manhole, 48 inch dia	Ea	6	\$ 3,500.00	\$ 21,000.00	7.00	\$24,500.00	1.00	\$ 3,500.00	6.00	\$ 21,000.00	0.00	\$ -
Corporation Stop, 2 inch	Ea	1	\$ 425.00	\$ 425.00	1.00	\$425.00	0.00	\$ -	1.00	\$ 425.00	0.00	\$ -
Corporation Stop, 1 inch	Ea	28	\$ 100.00	\$ 2,800.00	25.00	\$2,500.00	1.00	\$ 100.00	24.00	\$ 2,400.00	0.00	\$ -
Curb Stop and Box, 2 inch	Ea	1	\$ 650.00	\$ 650.00	1.00	\$650.00	0.00	\$ -	1.00	\$ 650.00	0.00	\$ -
Curb Stop and Box, 1 inch	Ea	28	\$ 200.00	\$ 5,600.00	25.00	\$5,000.00	1.00	\$ 200.00	23.00	\$ 4,600.00	1.00	\$ 200.00
Water Service, Reconnect	Ea	28	\$ 75.00	\$ 2,100.00	24.00	\$1,800.00	3.00	\$ 225.00	21.00	\$ 1,575.00	0.00	\$ -
Water Service, 2 inch	Ft	15	\$ 45.00	\$ 675.00	24.50	\$1,102.50	1.00	\$ 45.00	23.50	\$ 1,057.50	0.00	\$ -
Water Service, 1 inch	Ft	650	\$ 35.00	\$ 22,750.00	832.20	\$29,127.00	34.00	\$ 1,190.00	798.20	\$ 27,937.00	0.00	\$ -
Gate Valve and Box, 8 inch	Ea	18	\$ 1,750.00	\$ 31,500.00	20.00	\$35,000.00	20.00	\$ 35,000.00	0.00	\$ -	0.00	\$ -
Water Main, 8 inch, Cut and Plug	Ea	4	\$ 200.00	\$ 800.00	3.00	\$600.00	0.00	\$ -	3.00	\$ 600.00	0.00	\$ -
Water Main, 6 inch, Cut and Plug	Ea	5	\$ 200.00	\$ 1,000.00	6.00	\$1,200.00	0.00	\$ -	6.00	\$ 1,200.00	0.00	\$ -
Water Main, DI, 8 inch	Ft	2,167	\$ 62.00	\$ 134,354.00	2,242.05	\$139,007.10	2,135.00	\$ 132,370.00	107.05	\$ 6,637.10	0.00	\$ -
Bend, 45 DEG, 8 inch	Ea	18	\$ 225.00	\$ 4,050.00	19.00	\$4,275.00	4.00	\$ 900.00	15.00	\$ 3,375.00	0.00	\$ -
Bend, 45 DEG, 6 inch	Ea	8	\$ 175.00	\$ 1,400.00	2.00	\$350.00	0.00	\$ -	2.00	\$ 350.00	0.00	\$ -
Bend, 22.5 DEG, 6 inch	Ea	8	\$ 175.00	\$ 1,400.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Bend, 22.5 DEG, 8 inch	Ea	8	\$ 225.00	\$ 1,800.00	1.00	\$225.00	0.00	\$ -	1.00	\$ 225.00	0.00	\$ -
Bend, 90 DEG, 6 inch	Ea	1	\$ 175.00	\$ 175.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Tee, 8 inch x 8 inch x 8 inch	Ea	8	\$ 350.00	\$ 2,800.00	8.00	\$2,800.00	8.00	\$ 2,800.00	0.00	\$ -	0.00	\$ -
Tee, 8 inch x 8 inch x 6 inch	Ea	6	\$ 350.00	\$ 2,100.00	6.00	\$2,100.00	5.00	\$ 1,750.00	1.00	\$ 350.00	0.00	\$ -
Reducer, 8 inch x 6 inch	Ea	5	\$ 250.00	\$ 1,250.00	6.00	\$1,500.00	0.00	\$ -	6.00	\$ 1,500.00	0.00	\$ -
Water Main, Connect, 8 inch	Ea	4	\$ 1,500.00	\$ 6,000.00	3.00	\$4,500.00	0.00	\$ -	4.00	\$ 6,000.00	-1.00	\$ (1,500.00)
Water Main, Connect, 6 inch	Ea	5	\$ 1,500.00	\$ 7,500.00	5.00	\$7,500.00	0.00	\$ -	4.00	\$ 6,000.00	1.00	\$ 1,500.00
Cap, DI, 8 inch	Ea	1	\$ 150.00	\$ 150.00	1.00	\$150.00	1.00	\$ 150.00	0.00	\$ -	0.00	\$ -
Water Main, DI, 6 inch	Ft	90	\$ 50.00	\$ 4,500.00	84.20	\$4,210.00	64.10	\$ 3,205.00	20.10	\$ 1,005.00	0.00	\$ -
Gate Valve and Box, 6 inch	Ea	6	\$ 1,250.00	\$ 7,500.00	6.00	\$7,500.00	5.00	\$ 6,250.00	1.00	\$ 1,250.00	0.00	\$ -
Fire Hydrant	Ea	6	\$ 2,500.00	\$ 15,000.00	6.00	\$15,000.00	5.00	\$ 12,500.00	1.00	\$ 2,500.00	0.00	\$ -
Storm Sewer, 12 inch	Ft	1,158	\$ 40.00	\$ 46,320.00	1,146.44	\$45,857.60	0.00	\$ -	1,180.40	\$ 47,216.00	-33.96	\$ (1,358.40)
Storm Sewer, 15 inch	Ft	47	\$ 42.00	\$ 1,974.00	43.50	\$1,827.00	0.00	\$ -	43.50	\$ 1,827.00	0.00	\$ -
Storm Sewer, 18 inch,	Ft	110	\$ 55.00	\$ 6,050.00	118.00	\$6,490.00	0.00	\$ -	118.00	\$ 6,490.00	0.00	\$ -
Storm Sewer, 24 inch	Ft	76	\$ 65.00	\$ 4,940.00	59.50	\$3,867.50	0.00	\$ -	59.50	\$ 3,867.50	0.00	\$ -
Storm Sewer Tap, 10 inch	Ea	1	\$ 200.00	\$ 200.00	1.00	\$200.00	0.00	\$ -	1.00	\$ 200.00	0.00	\$ -
Storm Sewer Tap, 12 inch	Ea	1	\$ 200.00	\$ 200.00	1.00	\$200.00	0.00	\$ -	1.00	\$ 200.00	0.00	\$ -
Storm Sewer Tap, 15 inch	Ea	1	\$ 300.00	\$ 300.00	1.00	\$300.00	0.00	\$ -	1.00	\$ 300.00	0.00	\$ -
Storm Sewer Tap, 18 inch	Ea	1	\$ 350.00	\$ 350.00	2.00	\$700.00	0.00	\$ -	2.00	\$ 700.00	0.00	\$ -
Storm Sewer Tap, 24 inch	Ea	2	\$ 400.00	\$ 800.00	2.00	\$800.00	0.00	\$ -	2.00	\$ 800.00	0.00	\$ -
Video Taping Sewer and Culv Pipe	Ft	1,391	\$ 1.00	\$ 1,391.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Dr Structure Cover, Type B	Ea	3	\$ 1,000.00	\$ 3,000.00	2.00	\$2,000.00	0.00	\$ -	0.00	\$ -	2.00	\$ 2,000.00
Dr Structure Cover, Type K	Ea	19	\$ 650.00	\$ 12,350.00	18.00	\$11,700.00	0.00	\$ -	0.00	\$ -	18.00	\$ 11,700.00
Dr Structure Cover, Type Q	Ea	7	\$ 1,000.00	\$ 7,000.00	6.00	\$6,000.00	0.00	\$ -	0.00	\$ -	6.00	\$ 6,000.00
Dr Structure, 60 inch dia	Ea	1	\$ 3,000.00	\$ 3,000.00	1.00	\$3,000.00	0.00	\$ -	1.00	\$ 3,000.00	0.00	\$ -
Dr Structure, 48 inch dia	Ea	22	\$ 1,250.00	\$ 27,500.00	22.00	\$27,500.00	0.00	\$ -	22.00	\$ 27,500.00	0.00	\$ -
Dr Structure, Tap, 6 inch	Ea	40	\$ 0.01	\$ 0.40	4.00	\$0.04	0.00	\$ -	4.00	\$ 0.04	0.00	\$ -
Dr Structure, Tap, 12 inch	Ea	1	\$ 150.00	\$ 150.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Modular Block Retaining Wall A	Sft	100	\$ 30.00	\$ 3,000.00	360.81	\$10,824.30	0.00	\$ -	180.80	\$ 5,424.00	180.01	\$ 5,400.30

**City of Portland - James Street Improvements  
Pay Application Breakdown**

Description	Unit	Plan Quantity	Contract Unit Price	Original Contract Amount	Quantity Complete to Date	Amount Complete to Date	Pay Application 1		Pay Application 2		Pay Application 3	
							Quantity	Amount	Quantity	Amount	Quantity	Amount
Modular Block Retaining Wall B	Sft	225	\$ 45.00	\$ 10,125.00	995.28	\$44,787.60	0.00	\$ -	0.00	\$ -	995.28	\$ 44,787.60
Modular Block Retaining Wall C	Sft	375	\$ 32.00	\$ 12,000.00	300.75	\$9,624.00	0.00	\$ -	0.00	\$ -	300.75	\$ 9,624.00
Decorative Fence	Ft	130	\$ 80.00	\$ 10,400.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Conduit, Schedule 80, 8 inch	Ft	70	\$ 12.50	\$ 875.00	66.00	\$825.00	0.00	\$ -	66.00	\$ 825.00	0.00	\$ -
Sign, Type IIIB	Sft	93	\$ 15.00	\$ 1,395.00	72.50	\$1,087.50	0.00	\$ -	0.00	\$ -	72.50	\$ 1,087.50
Installing City supplied street name sign	Ea	12	\$ 20.00	\$ 240.00	12.00	\$240.00	0.00	\$ -	0.00	\$ -	12.00	\$ 240.00
Pavt Mrkg, Waterborne, 6 inch, White	Ft	701	\$ 1.40	\$ 981.40	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Pavt Mrkg, Ovly Cold Plastic, 12 inch, White	Ft	192	\$ 5.25	\$ 1,008.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Pavt Mrkg, Ovly Cold Plastic, 24 inch, White	Ft	136	\$ 10.50	\$ 1,428.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Post, Steel, 3 lb	Ft	140	\$ 5.00	\$ 700.00	182.00	\$910.00	0.00	\$ -	0.00	\$ -	182.00	\$ 910.00
Acer rebrum, 4 inch to 6 inch	Ea	4	\$ 500.00	\$ 2,000.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Acer x freemanii 'Jeffersred', 4 inch to 6 inch	Ea	4	\$ 500.00	\$ 2,000.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Acer platanoides, 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Acer saccharum, 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Pyrus calleryana 'Redspire', 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Cold Milling HMA Surface (Alt 1)	Syd	2,300	\$ 2.50	\$ 5,750.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
HMA 13A (Alt 1)	Ton	200	\$ 76.35	\$ 15,270.00	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Original Contract Total:</b>				<b>\$ 1,081,163.26</b>	<b>Total to Date:</b>	<b>\$1,057,857.13</b>		<b>\$ 272,282.24</b>		<b>\$ 464,787.91</b>		<b>\$ 320,786.97</b>
					Retainage	\$54,060.43		\$27,228.22		\$26,832.21		\$0.00
					Payment	\$1,003,796.70		\$245,054.02		\$437,955.70		\$320,786.97

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-103**

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE  
MAYOR TO SIGN A COMMUNICATION LOCATION AGREEMENT  
BETWEEN THE CITY AND IONIA COUNTY CENTRAL DISPATCH**

**WHEREAS**, in approximately 2011 the City agreed to remove its communication equipment from its water tower located on Hill Street in order to allow Central Dispatch to install its communication equipment on the tower to facilitate 911 emergency services;

**WHEREAS**, during the aftermath of the 2015 tornado, the City recognized the lack of interdepartmental communications and the need to reestablish its communication equipment on the water tower;

**WHEREAS**, the City and Central Dispatch have been engaged in good-faith discussions and have determined that it is in their mutual interest for Central Dispatch to pay the City a one-time fee to relocate the City's communication equipment to the water tower located on Charlotte Highway in the amount of \$9,354.70 and in accordance to the Communication Relocation Agreement, attached as Exhibit A.

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

1. City Council approves, authorizes, and directs the Mayor to sign the Communication Relocation Agreement between the City of Portland and Ionia County Central Dispatch, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** December 4, 2017

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

## COMMUNICATION RELOCATION AGREEMENT

This communication relocation agreement (“Agreement”) is made and entered into as of day of \_\_\_\_\_, 2018, by Ionia County Central Dispatch (“Central Dispatch”) with an office located at 545 Apple Tree Drive, Ionia, Michigan 48846 and the City of Portland, Michigan (“City”) located at 259 Kent Street, Portland, Michigan 48875.

WHEREAS, in approximately 2011 the City agreed to remove its communication equipment from its water tower located on Hill Street in order to allow Central Dispatch to install its communication equipment on the tower to facilitate 911 emergency services;

WHEREAS, during the aftermath of the 2015 tornado, the City recognized the lack of interdepartmental communications and the need to reestablish its communication equipment on the water tower;

WHEREAS, the City and Central Dispatch have been engaged in good-faith discussions and have determined that it is in their mutual interest for Central Dispatch to pay the City a one-time fee to relocate the City’s communication equipment to the water tower located on Charlotte Highway.

THEREFORE, in consideration of the parties, mutual promises and covenants hereafter exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1.) In lieu of an annual lease payment, Central Dispatch will pay the City a one-time relocation fee of \$9,354.70. This amount fully satisfies and releases Central Dispatch from any further obligation arising from its usage of the Hill Street water tower, for past usage and the remaining life of the tower.
- 2.) Central Dispatch accepts the Hill Street Water Tower “AS-IS” and with all faults and waives all claims against the City with respect to any defects with respect to the Tower and its suitability for any permitted purposes and for any specified time period.
- 3.) Central Dispatch, at its expense, shall maintain the communications equipment in a safe manner, in good condition and repair, and in accordance with sound engineering standards and all applicable federal, state, and local laws, rules, regulations, and ordinances, including, but not limited to, the requirements of the FCC and the Federal Aviation Administration (the “FAA”). Central Dispatch shall operate the Communications Equipment in a manner that will not interfere with the Tower’s normal functions. Except for the gross negligence or intentional actions of the City, Central Dispatch shall bear all risk of loss and damage to the communications

equipment from any source, including, but not limited to, fire and other casualty, theft, and vandalism. The City shall not have any obligation, whether under this Agreement or otherwise, to take any action to protect the communications equipment from any possible loss or damage. If the City reasonably determines that the communications equipment poses a substantial health or safety risk, Central Dispatch shall have forty-eight (48) hours from receiving notification of such situation to send its appropriate personnel to the Tower to examine such matter. Central Dispatch's failure to do so shall constitute a material breach of this Agreement. If Central Dispatch fails to make any necessary mechanical repairs to the communications equipment within 30 days from its receipt of written notice regarding such repairs or if Central Dispatch fails to make any emergency repairs when necessary, the City, at its option, may undertake such repairs, following which Central Dispatch shall reimburse the City within 30 days of an invoice therefor for all costs incurred by the City in connection with such repairs.

- 4.) Central Dispatch shall install, operate, and maintain the communications equipment in a manner that will not cause interference to the City or any other lessees or licensees of the City operating on the Tower, provided that the rights or installations of such other lessees or licensees predate the installation of the communications equipment on the premises. Nothing in this Agreement shall limit the City's ability to perform all repairs and maintenance to the Tower and the overall premises as deemed necessary by the City.
- 5.) Central Dispatch and its employees and agents shall have access 24 hours, 7 days a week to the Hill Street water tower for the purposes of installing, operating, maintaining, or removing communications equipment, provided that Central Dispatch must notify the City Manager of Central Dispatch's intention to enter the property so that the City can unlock and de-alarm the Hill Street water tower. The City may at its option accompany Central Dispatch employees and agents when accessing the Hill Street water tower, at no charge to Central Dispatch.
- 6.) To the extent permitted by Michigan law, Central Dispatch and the City shall indemnify, defend and hold each other harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions, and judgments (including but not limited to reasonable attorney's fees) arising out of or in any way related to the purpose permitted by this Agreement. The foregoing indemnity shall not extend to liability directly resulting from the sole negligence of Central Dispatch or the City.

7.) Miscellaneous.

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

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

8.) This Agreement may be signed in multiple copies and in counterparts which, when taken together, shall constitute the executed Agreement. Faxed or scanned copies shall be considered an original.

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

CITY OF PORTLAND

IONIA COUNTY CENTRAL DISPATCH

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

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

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

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

Date signed: \_\_\_\_\_, 2018

Date signed: \_\_\_\_\_, 2018

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-104**

**A RESOLUTION APPROVING A PROPOSAL FROM CHROUCH  
COMMUNICATIONS INC. TO PERFORM RADIO SYSTEM  
MODIFICATIONS FOR THE CITY**

**WHEREAS**, in approximately 2011 the City agreed to remove its communication equipment from its water tower located on Hill Street in order to allow Central Dispatch to install its communication equipment on the Hill Street tower to facilitate 911 emergency services;

**WHEREAS**, during the aftermath of the 2015 tornado, the City recognized the lack of interdepartmental communications and the need to reestablish its communication equipment on the water tower;

**WHEREAS**, as Ionia County Central Dispatch is currently occupying the Hill Street water tower for 911 emergency services, Chrouch Communications Inc. is proposing to install new communications equipment on the Charlotte Highway water tower for the amount of \$9,354.70, a copy of the estimate is attached as Exhibit A.

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

1. City Council approves the proposal from Chrouch Communications, Inc. to perform radio system modifications in the amount of \$9,354.70, a copy of the estimate 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:** December 4, 2017

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

  
**Chrouch Communications, Inc.**  
– YOUR WIRELESS CONNECTION –

10/25/17

Mindy Tolan  
259 Kent St  
Portland, MI 48875

Re. Radio System Modifications

Dear Mindy Tolan

We are pleased to provide this estimate for modifications to Portland's radio system. Our proposal includes the following;

- Antenna system on the new water tower
- Grounding and lightning protection
- Converting an existing VHF base to a repeater
- FCC licensing
- System programming
- Installation and testing

The equipment details listed on the following page include all items typically required for an installation on a water tower. Some items may change after we have completed a site visit. The duplexer required for the repeater upgrade is frequency specific and the cost may vary based on the frequency assigned by the FCC. Please feel to contact me with any questions.

Sincerely,

Dennis Mutschler  
Chrouch Communications. Inc.



**MOTOROLA SOLUTIONS**  
Mobile Solutions Channel Partner

**Exhibit**  
**A**



**Chrough Communications, Inc.**

- YOUR WIRELESS CONNECTION -

Quantity	Description	Cost	Extended
1	DUPLEXER PASS NOTCH	\$2,620.00	\$2,620.00
6	CABLE	\$6.85	\$41.10
4	N-MALE CONNECTOR	\$7.92	\$31.68
1	10' MAST	\$280.00	\$280.00
2	CLAMP SET	\$79.65	\$159.30
1	MISC MOUNTING HARDWARE	\$150.00	\$150.00
1	6 DB GAIN BASE ANTENNA	\$1,910.00	\$1,910.00
1	ANTENNA LINE PROTECTOR	\$89.51	\$89.51
180	7/8" HELIAX	\$7.27	\$1,308.60
1	7/8" HELIAX CONNECTOR NM	\$34.65	\$34.65
1	7/8" HELIAX CONNECTOR NF	\$34.65	\$34.65
2	7/8" HOISTING GRIP	\$25.28	\$50.56
8	7/8" SNAP IN HANGER PK/10 STACKABLE	\$35.40	\$283.20
8	BEAM CLAMP 3/4 HOLE PK/10	\$60.45	\$483.60
2	7/8" GROUND STRAP	\$23.20	\$46.40
1	CABLE ENTRY CONNECTOR	\$36.75	\$36.75
1	AC SURGE PROTECTION	\$174.45	\$174.45
1	AC Surge Arrestor DIRECT PLUG IN	\$44.75	\$44.75
20	1/2" COAX	\$1.05	\$21.00
2	N-MALE CONNECTOR	\$12.62	\$25.24
30	#2 GROUND WIRE, GREEN	\$2.07	\$62.10
2	3/8" BOLT, NUT, & LOCKWASHER KIT	\$22.77	\$45.54
1	1/4 GROUND HARDWARE PAC/10	\$14.40	\$14.40
1	INSTALL AND OPTIMIZE SYSTEM	\$2,430.00	\$2,430.00
1	PROGRAM SUBSCRIBERS TO REPEATER FREQ	\$1,080.00	\$1,080.00
1	FCC LICENSE APPLICATION ESTIMATE	\$590.00	\$590.00
	<b>ESTIMATED SYSTEM TOTAL</b>		<b>\$9,354.70</b>



**MOTOROLA SOLUTIONS**

Mobile Solutions Channel Partner

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-105**

**A RESOLUTION APPROVING 2018 CITY COUNCIL MEETING DATES**

**WHEREAS**, the Open Meetings Act requires public bodies to post a list of dates of all of the regular meetings within ten days of the first meeting in each calendar or fiscal year; and

**WHEREAS**, Section 2-19 of the Code of the City of Portland, Michigan provides:

**2-19 Time and place.**

Sec. 1. The Portland City Council shall conduct regular meetings on the first and third Monday of the month in the Council Chambers at City Hall commencing at 7:00 p.m. unless rescheduled to a date not less than seven (7) days after adoption of a resolution passed by the City Council which reschedules the regular meeting. Whenever a meeting date falls on a City holiday, the meeting shall be conducted on the next business day; and

**WHEREAS**, the City Clerk has prepared the attached listing of the 2018 regular meeting dates for the City Council, Planning Commission, ZBA, DDA, Board of Light & Power, Park and Recreation Board, and EDC, a copy of which is attached as Exhibit A.

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

1. The Portland City Council approves the list of proposed dates for the meeting of City Council for the year 2018 as set forth on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** December 4, 2017

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

## PUBLIC NOTICE

In compliance with the Open Meetings Act and the Portland City Charter, following are the dates for the regular meetings, unless otherwise noted, for Boards & Commissions of the City of Portland for 2018. Individuals with disabilities requiring auxiliary aids or services for any meeting may obtain a Request for Accommodations form at City Hall, or call the City Clerk at 517-647-3211 to have a form mailed to you.



CITY COUNCIL	
All meetings are held at 7:00 P.M., the first and third Monday of each month, in the Council Chambers at City Hall, 259 Kent St.	
Wednesday	January 3rd
Tuesday	January 16th
Monday	February 5th
Tuesday	February 20th
Monday	March 5th
Monday	March 19th
Monday	April 2nd
Monday	April 16th
Monday	May 7th
Monday	May 21st
Monday	June 4th
Monday	June 18th
Monday	July 2nd
Monday	July 16th
Monday	August 6th
Monday	August 20th
Tuesday	September 4th
Monday	September 17th
Monday	October 1st
Monday	October 15th
Monday	November 5th
Monday	November 19th
Monday	December 3rd
Monday	December 17th

DDA	
All meetings are held at 3:30 P.M., the third Thursday of each month, in the Council Chambers at City Hall, 259 Kent St., Portland, MI.	
Thursday	January 18th
Thursday	February 15th
Thursday	March 15th
Thursday	April 19th
Thursday	May 17th
Thursday	June 21st
Thursday	July 19th
Thursday	August 16th
Thursday	September 20th
Thursday	October 18th
Thursday	November 15th
Thursday	December 20th

PLANNING COMMISSION	
All meetings are held at 7:00 P.M., the second Wednesday of each month, in the Council Chambers at City Hall, 259 Kent St., Portland, MI.	
Wednesday	January 10th
Wednesday	February 14th
Wednesday	March 14th
Wednesday	April 11th
Wednesday	May 9th
Wednesday	June 13th
Wednesday	July 11th
Wednesday	August 8th
Wednesday	September 12th
Wednesday	October 10th
Wednesday	November 14th
Wednesday	December 12th

ZONING BOARD OF APPEALS	
All meetings are held at 7:00 P.M., the second Monday of each month, in the Council Chambers at City Hall, 259 Kent St., Portland, MI.	
Monday	January 8th
Monday	February 12th
Monday	March 12th
Monday	April 9th
Monday	May 14th
Monday	June 11th
Monday	July 9th
Monday	August 13th
Monday	September 10th
Monday	October 8th
Tuesday	November 13th
Monday	December 10th

BOARD OF LIGHT & POWER	
All meetings are held at 4:00 P.M., the third Tuesday of each month, at the Diesel Plant, 723 E. Grand River Ave., Portland, MI.	
Tuesday	January 16th
Tuesday	February 20th
Tuesday	March 20th
Tuesday	April 17th
Tuesday	May 15th
Tuesday	June 19th
Tuesday	July 17th
Tuesday	August 21st
Tuesday	September 18th
Tuesday	October 16th
Tuesday	November 20th
Tuesday	December 18th

PARKS & REC BOARD	
All meetings are held at 5:30 P.M., the third Monday of each month, in the Executive Board Room at City Hall, 259 Kent St., Portland, MI.	
Monday	January 15th
Tuesday	February 20th
Monday	March 19th
Monday	April 16th
Monday	May 21st
* No Meeting *	
Monday	July 16th
Monday	August 20th
Monday	September 17th
Monday	October 15th
Monday	November 19th
* No Meeting *	

EDC	
All meetings are held at 7:00 P.M., the fourth Monday of each month, in the Executive Board Room at City Hall, 259 Kent St., Portland, MI.	
Monday	January 22nd
Monday	February 26th
Monday	March 26th
Monday	April 23rd
Tuesday	May 29th
Monday	June 25th
Monday	July 23rd
Monday	August 27th
Monday	September 24th
Monday	October 22nd
Monday	November 26th
* No Meeting *	

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 17-106**

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

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

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

Board of Light & Power

-Ted Alberta to a term expiring June 30, 2020

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

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

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** December 4, 2017

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

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, November 20, 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; Ambulance Director Gensterblum; Paramedic Alex Hanses

Guests: Logan McDaniels & Family; Kathy Parsons; Jon Moxey of Fleis & VandenBrink; Karen Bota of the Sentinel Standard

The meeting was called to order at 7:00 P.M. by City Clerk Miller with the Pledge of Allegiance led by Logan McDaniels.

City Clerk Miller held the swearing in ceremony for newly elected Council Members Baldyga, Fitzsimmons, and Johnston

City Clerk Miller opened the floor for nominations for Mayor.

Motion by Baldyga, supported by VanSlambrouck, to nominate Barnes as Mayor.

There were no other nominations.

City Clerk closed nominations for Mayor and held the vote for the election of Barnes as Mayor.

Yeas: Baldyga, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Mayor Barnes opened the floor for nomination for Mayor Pro-Tem.

Motion by Fitzsimmons, supported by Johnston, to nominate VanSlambrouck as Mayor Pro-Tem.

There were no other nominations.

Nominations were closed and City Clerk Miller held the vote for VanSlambrouck as Mayor Pro-Tem.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

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

Yeas: Baldyga, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Under City Manager Report, City Manager Gorman reported that needed repairs to West St. adjacent to St. Patrick's School were started this morning. The section between Grand River Ave. and Center St. was rated as needing improvements on the most recent PASER study. On Friday, DPW Superintendent Gensterblum discovered repairs could be made today. An 8-ft. section from the curb was milled this morning and will be repaved tomorrow. This repair will improve the situation until the entire street can be repaired.

The Police Department has been researching alternatives for a new or improved facility. One of the considerations has been utilizing the unused space at City Hall. One of the ideas is to move the Council Chambers to the 2<sup>nd</sup> floor and relocate the Police Department into the current Council Chambers after renovations. The next step in the process is to talk to an architect and consider the relocation of the audio/video equipment, which is need of upgrade, and get estimates on the cost of the entire project.

Mayor Barnes stated his appreciation for the consideration of a new facility for the Police Department and thinking outside the box. He stated that it makes sense to utilize the ground floor of City Hall for the Police Department and to move the Council Chambers, which is used less frequently, to the 2<sup>nd</sup> floor.

City Manager Gorman stated that he serves on the Michigan Emergency Response Coordination Council. He reported that FEMA has updated the Michigan Critical Management System. He and Police Chief Thomas will participate in developing an Emergency Response Plan for the City of Portland.

In 2011, the City allowed Ionia County Central Dispatch to house their communication towers on the water tower and the City took down its equipment. The tornado in 2015 revealed the need for better communication systems so the City would like to relocate equipment back on the tower. A verbal agreement has been reached that Ionia County Central Dispatch will pay approximately \$9,000 for the City to put equipment on the water tower located on Charlotte Hwy. This fee is a one-time co-location fee that will be paid in lieu of paying an annual lease. A resolution regarding this issue will be presented to Council for approval at its next meeting.

City Manager Gorman reported he was informed that the Divine Hwy. Bridge project was not funded this year through the Local Bridge Program Administered by the Michigan Department of Transportation. An application will be resubmitted in May 2018. The Grand River Avenue Bridge was chosen for funding in 2020. This funding requires a 5% local match.

The Parks & Recreation Master Plan survey closed on November 9, 2017. The number of respondents doubled from the last time the survey was completed. A public workshop is scheduled for Wednesday, November 29, 2017 at 6:00 P.M. to gather additional public input on project priorities for the proposed 2018-2023 City of Portland 5-Year Park & Recreation Plan.

Dick's Sporting Goods has become a community partner with Portland for its recreation programs. They will provide equipment and monetary donations to the City of Portland.

The substantial amount of work has been completed on the James Street Improvement Project. The basecoat of asphalt has been put down but the topcoat will be laid in the Spring. The planning process for the tree planting is underway.

The City is still working with St. Patrick's School and Portland Public Schools on the Safe Routes to School program. Walking audits are being completed and a meeting will be held in early December for the next step.

The City is working with the Friends of the Red Mill and Portland Public Schools to determine who have vandalized the men's bathroom at the Red Mill Pavilion.

Under Presentations, Mayor Barnes presented a Life Saving Award to Logan McDaniels.

Under New Business, the Council considered Resolution 17-94 to approve a SAW Grant Agreement (Stormwater Asset Management, and Wastewater Asset Management) through the MDEQ. This grant provides funding for planning and design of sewage collection and treatment projects, development of asset management plans for sanitary and Stormwater systems, development of Stormwater plans and PILOT testing of innovative projects. 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 to consultants or contractors, or to pay for City personnel and expenses directly related to the work. The City of Portland was recently notified it was approved for funding in the amount of \$764,849.00 with a match of \$25,851.00.

Mr. Moxey of Fleis & VandenBrink explained the lottery system under which grants were awarded and the process over which the project will be completed.

Mr. Moxey also explained the challenges associated with West St. There may still be some ponding in the curb area but will be much improved after repairs are completed tomorrow.

Motion by Baldyga, supported by Johnston, to approve Resolution 17-94 approving a SAW Grant Agreement and authorizing the City Manager to sign same.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 17-95 to approve the Uniform Transfer Provision for the MERS Defined Benefit Retirement Plan. The has a Defined Benefit (DB) Plan with three divisions through the MERS (Municipal Employees' Retirement System). 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 approved because the plans are closed. 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.

Motion by VanSlambrouck, supported by Baldyga, to approve Resolution 17-95 approving the Uniform Transfer Provision for the MERS Defined Benefit Retirement Plan.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 17-96 to approve a contract amendment, in the amount of \$7,500.00, to the proposal from Fleis & VandenBrink to provide design engineering for the roadway related to the development of the Cutler Rd. property. 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 Ave. and Cutler Rd., contemplating approved zoning uses and the requirements of the Land Division Act.

Mr. Moxey presented and explained various options for potential development of the property at Grand River Ave. and Cutler Rd.

There was discussion.

Motion by Fitzsimmons, supported by Johnston, to approve 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.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

The Council considered Resolution 17-97 to approve the purchase of a Street Scout speed trailer in the amount of \$5,130.00 for the Police Department. The Chief of Police and City Manager believe it would be beneficial for the City to have its own speed trailer for consistent operation and use and are recommending the approval.

Motion by Baldyga, supported by VanSlambrouck, to approve Resolution 17-97 approving the purchase of a Street Scout speed trailer for the Portland Police Department.

Yeas: Baldyga, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 17-98 to approve a contract with R.C. Systems, Inc. in the amount of \$16,700.00. The Parks & Recreation Department is seeking to update its processes for the administration of its recreation programs that will be more efficient for participants and administrators. The Parks & Recreation Director has researched this matter and recommends the City Council approve a 5-year contract with R.C. Systems, Inc. in the amount of \$16,700.00.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 17-98 approving a contract with R.C. Systems, Inc. for software related to the Parks & Recreation Department.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on November 6, 2017, 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. Purchase orders to Superior Asphalt Inc. in the amount of \$11,925.00 for mill and fill repair on West St. and Michigan Wood Fibers in the amount of \$13,450.00 for removal and recycle of the brush and compost piles were also included.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman noted the funds for removal of the brush and compost piles have been budgeted for. This will be a reoccurring budget item every year.

City Manager Gorman recognized both of the local football teams for their success this season. Portland High School won a League and District Championship while St. Patrick's football team made it to the State Championship held in Marquette but unfortunately fell to the team from Crystal Falls. Ironically, Crystal Falls is where former DDA/Main Street Director Reagan now serves as City Manager.

City Manager Gorman commented that there are many new and exciting things happening in Portland. He noted that there will be intermittent closures of the Veterans Memorial Bridge for technical work.

Under Council Comments, Mayor Pro-Tem VanSlambrouck stated the VFW will serve a free, homemade Thanksgiving dinner on Thanksgiving Day. The community is invited.

Council Member Baldyga stated how privileged he feels to serve the citizens of Portland. He thanked the community for their support.

Mayor Barnes noted that he received an application for Boards and Commissions from Ted Alberta for the Board of Light and Power.

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

Yeas: Baldyga, Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 8:03 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the November 20, 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; Ambulance Director Gensterblum; Paramedic Alex Hanses

**The Election of the Mayor and Mayor Pro-Tem was held.**

**Presentation** – Mayor Barnes presented a Life Saving Award to Logan McDaniels.

**Approval of Resolution 17-94** approving a SAW Grant Agreement and authorizing the City Manager to sign same.

All in favor. Adopted.

**Approval of Resolution 17-95** approving the Uniform Transfer Provision for the MERS Defined Benefit Retirement Plan.

All in favor. Adopted.

**Approval of 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.

All in favor. Adopted.

**Approval of Resolution 17-97** approving the purchase of a Street Scout speed trailer for the Portland Police Department.

All in favor. Adopted.

**Approval of Resolution 17-98** approving a contract with R.C. Systems, Inc. for software related to the Parks & Recreation Department.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 8:03 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
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	647.50
AlcoPro, Inc.	01114	PBT MOUTHPIECE - POLICE	66.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET - PARKS	90.00
BASIC	01983	ANNUAL RENEWAL FEE FOR SECTION 105 HRA PLAN -	250.00
BEAR PACKAGING & SUPPLY, INC.	00044	33 GALLON BAGS - CITY HALL	103.00
BERTMAN TOOLS LLC	02430	WINTER GEAR - MTR POOL	61.25
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMBULANCE	295.86
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMBULANCE	494.97
CULLIGAN	02130	WATER - CITY HALL	7.00
DORNBOS, SIGN & SAFETY, INC.	00067	CITY SELAS, TRUCK NUMBERS - MTR POOL	208.20
EJ USA INC	02368	ADA PLATES - COMM PROMO	447.44
FAMILY FARM & HOME	01972	GORILLA TAPE - WATER	19.98
GROSS MACHINE SHOP	00180	STEEL PLATES - WATER	26.01
GRP ENGINEERING INC.	01994	ENGINEERING SVC - ELECTRIC	578.85
GRP ENGINEERING INC.	01994	ENGINEER SVC - ELECTRIC	175.67
HASSELBRING-CLARK	02073	CITY HALL COPY MACHINE MAINT- GENERAL	72.22
HAY MAKER CONCRETE INC.	MISC	CONCRETE REMOVAL/REPLACEMENT KENT & BRIDGE ST	4,141.25
SCOTT HONSOWITZ	00192	CLOTHING ALLOWANCE - ELECTRIC	200.00
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	9,300.00
JAMIE PLINE	MISC	SEWING SERVICES - POLICE	60.00
JOHN DEERE FINANCIAL	01818	PARTS - CEM, PARKS, ELEC, MP	367.42
MICHAEL KAPCIA	00223	CLOTHING ALLOWANCE - ELECTRIC	103.88
KATHY'S CLEANING	01684	CLEANING SERVICE - CITY HALL	745.00
KEUSCH SUPER SERVICE	00228	TIRES - MTR POOL	235.98
KEUSCH SUPER SERVICE	00228	TIRES - AMBULANCE	587.17
LANSING SANITARY SUPPLY	02485	TOWELS, PAPER FOR DEPTS - CEMETERY	197.76
LANSING UNIFORM COMPANY	00962	SHIRTS, PANTS - POLICE	99.90
LAW ENFORCEMENT SEMINARS LLC	MISC	PROPERTY ROOM MGT- POLICE	350.00
LITE'S PLUS	00243	LAMP KITS/BALLASTS - COMM PROMO	233.75

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MENARDS	00260	VACCUUM FOR STATIONS - AMBULANCE	127.99
MICHIGAN MUNICIPAL LEAGUE	00285	WEBSITE CLASSIFIED ADS - POLICE	55.90
MTECH COMPANY	02306	HAND COMMAND - WASTE WTR	1,271.42
BONNIE HOPKINS	MISC	DEED TO BURIAL RIGHTS - GENERAL	250.00
MUNICIPAL SUPPLY CO.	00324	FLAGS-ELECTRIC	180.00
MUNICIPAL SUPPLY CO.	00324	METER COUPLING - WATER	96.96
MWEA OFFICE	01347	COLLECTION SYSTEM TRAINING - WASTE WTR	200.00
RESCO	00392	PEL LOCK FOR TRANSFORMERS - ELECTRIC	85.00
SLICK SHIRTS SCREEN PRINTING	02003	FALL SOFTBALL CHAMPIONSHIP SHIRTS - REC	132.75
SPARROW OCCUPATIONAL HEALTH-LANSIN	00340	PRE-EMPLOYMENT PHYSICAL - ELECTRIC	100.00
SPRINT	00859	PHONE & DATA SVC - FINAL BILL - POLICE	113.97
SPEEDWAY LLC	02395	FUEL - AMB,POLICE,ELEC, MP	3,049.12
SUPERIOR ASPHALT INC	02348	COLD PATCH - MAJ STS, LOC STS	395.00
STAR THOMAS	01654	CELL PHONE REIMB - POLICE	40.00
USA BLUEBOOK	01850	SAFETY SUPPLIES - WATER	125.97
WOW! INTERNET-CABLE PHONE	02132	PHONE SVC - COMM PROMO, POLICE, AMB	581.89
RYAN LAY	02477	OFFICIAL SVC - REC	15.00
GARY MAY	MISC	ENERGY OPTZ - ELECTRIC	165.00
HEATHER MILLIGAN	MISC	ENERGY OPTZ - ELECTRIC	150.00
WEX BANK	02181	FUEL - AMB, POLICE,ELEC,MP	348.46
AERZEN USA CORPORATION	02480	SUPPLIES - WASTE WTR	287.97
CHROUCH COMMUNICATION, INC.	00082	FCC LICENSING FEES - GENERAL	665.00
ELHORN ENGINEERING	00139	EL-CHLOR 5 GAL -WATER	514.00
EXCEL SEAMLESS GUTTER	MISC	INSTALL & SVC - WASTE WTR	400.00
CL TRUCKING & EXCAVATING, LLC	00066	JAMES STREET PAY 3 - LOC STS, WW, WTR	320,786.98
PHIL GENSTERBLUM	00164	MILEAGE REIMB FOR OCT & NOV - CODE, AMB	455.35
MICHIGAN MUNICIPAL EXECUTIVES	00279	MEMBERSHIP 2018 - CITY MGR	130.00
NORTH CENTRAL LABORATORIES	00959	SUPPLIES - WASTE WTR	405.78
OTIS ELEVATOR	00970	SERVICE CONTRACT - GENERAL	563.76

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
PACE ANALYTICAL SERVICES, INC.	02435	AST CLEAN UP - ELECTRIC	520.00
R.C. SYSTEMS INC.	02486	RECPRO SOFTWARE & SUPPORT MAINT - REC, PARKS	2,500.00
POLYDYNE INC.	02196	CLARIFLOC - WASTE WTR	1,741.50
S&K PRINTING	00400	2017 WINTER TAX BILLS - GENERAL	255.00
STEVE'S METER SERVICE	00442	NEW METER FOR ADM - ELECTRIC	325.00
USA BLUEBOOK	01850	SENSOR CAP - WASTE WTR	120.15
WEST SHORE SERVICES	00478	ANNUAL INSPECTION MAINT OF WARNING SIRENS- COM	1,700.00
MICHIGAN MUNICIPAL WC FUND	00291	ADDITIONAL PREMIUM - VARIOUS DEPTS	5,750.00
K-13 LAWN CARE	00220	CHEMICAL TREATMENTS FLATS, POWERS, CITY HALL - P	1,180.00
CITY OF PORTLAND-PETTY CASH	00701	MISC RECEIPTS - VARIOUS DEPTS	482.82
Total:			\$366,433.80

**BI-WEEKLY  
WAGE REPORT  
December 4, 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.	9,218.66	115,463.28	2,610.66	30,968.17	11,829.32	146,431.45
ASSESSOR	906.63	11,993.43	69.36	1,368.50	975.99	13,361.93
CEMETERY	2,752.14	45,490.91	1,190.96	11,817.40	3,943.10	57,308.31
POLICE	11,520.66	175,895.16	4,085.41	51,100.27	15,606.07	226,995.43
CODE ENFORCEMENT	628.21	9,382.29	154.04	1,802.21	782.25	11,184.50
PARKS	1,066.86	27,565.87	404.60	4,442.16	1,471.46	32,008.03
INCOME TAX	1,907.97	23,811.92	947.18	9,053.09	2,855.15	32,865.01
MAJOR STREETS	3,280.73	33,470.86	1,962.18	16,753.02	5,242.91	50,223.88
LOCAL STREETS	2,776.63	34,030.86	1,717.79	15,717.09	4,494.42	49,747.95
RECREATION	2,115.25	14,390.86	579.80	3,906.32	2,695.05	18,297.18
AMBULANCE	11,290.06	145,308.34	2,137.90	28,068.33	13,427.96	173,376.67
DDA	2,115.38	27,877.94	383.93	4,927.92	2,499.31	32,805.86
ELECTRIC	16,227.35	213,421.50	7,470.15	67,164.93	23,697.50	280,586.43
WASTEWATER	9,009.10	111,733.05	4,118.15	41,089.41	13,127.25	152,822.46
WATER	4,928.68	64,935.35	2,236.58	25,483.73	7,165.26	90,419.08
MOTOR POOL	2,816.94	30,474.93	2,042.38	16,285.86	4,859.32	46,760.79
<b>TOTALS:</b>	<b>82,561.25</b>	<b>1,085,246.55</b>	<b>32,111.07</b>	<b>329,948.41</b>	<b>114,672.32</b>	<b>1,415,194.96</b>

**BI-WEEKLY CASH BALANCE ANALYSIS**  
**AS OF 11/30/17**  
**MEETING DATE 12/04/17**

Fund	Description	Beginning Balance 11/16/17	Total Cash in	Total Cash out	Cash Balance 11/30/17	Time Certificates	Ending Balance 11/30/17	
101	GENERAL FUND	2,691,318.24	141,725.50	(133,485.57)	2,699,558.17	235,000.00	2,934,558.17	
105	INCOME TAX FUND	43,633.17	3,563.43	(8,251.63)	38,944.97	10,000.00	48,944.97	
150	CEMETERY PERPETUAL CARE FUND	39,467.20	-	-	39,467.20		39,467.20	
202	MAJOR STREETS FUND	226,681.39	294,990.43	(17,724.98)	503,946.84		503,946.84	
203	LOCAL STREETS FUND	159,747.88	9,385.73	(56,432.27)	112,701.34		112,701.34	
208	RECREATION FUND	9,277.78	7,694.00	(7,078.53)	9,893.25		9,893.25	
210	AMBULANCE FUND	111,776.11	43,944.20	(43,203.28)	112,517.03		112,517.03	
245	MSHDA LOFT FUND	-	-	-	-		-	
248	DDA FUND	296,239.79	2,956.48	(5,412.96)	293,783.31		293,783.31	
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25	
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-	
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	1,059,500.14	-	(287,494.82)	772,005.32		772,005.32	
520	REFUSE SERVICE FUND	16,305.09	7,694.27	(14,179.62)	9,819.74		9,819.74	
582	ELECTRIC FUND	229,102.66	185,156.50	(149,500.55)	264,758.61	530,000.00	794,758.61	
590	WASTEWATER FUND	(120,132.08)	59,532.21	(54,381.20)	(114,981.07)		(114,981.07)	
591	WATER FUND	88,806.42	42,179.38	(39,749.04)	91,236.76	420,000.00	511,236.76	
661	MOTOR POOL FUND	39,712.44	21,381.87	(26,085.14)	35,009.17		35,009.17	
703	CURRENT TAX FUND	5,237.88	5,739.93	-	10,977.81		10,977.81	
TOTAL - ALL FUNDS		4,900,036.36	825,943.93	(842,979.59)	4,883,000.70	1,195,000.00	6,078,000.70	
						ELECTRIC-RESTRICTED CASH	400,000.00	400,000.00
						CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
						PERPETUAL CARE CD	130,000.00	130,000.00
						INCOME TAX SAVINGS	848,339.87	848,339.87
						ELECTRIC-PRIN & INT ESCROW	157,860.36	157,860.36
						WASTEWATER DEBT ESCROW	289,436.71	289,436.71
						WASTEWATER REPAIR ESCROW	19,478.85	19,478.85
						DDA-PRIN & INT ESCROW	501.77	501.77
							<u>8,093,618.26</u>	

\*Customer Deposit Breakdown

Electric	128,000.00
Wastewater	21,000.00
Water	21,000.00
	<u>170,000.00</u>

User: KRISTINA

DB: Portland

PERIOD ENDING 11/30/2017

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	11/30/2017 NORMAL (ABNORMAL)	MONTH 11/30/2017 INCREASE (DECREASE)	NORMAL (ABNORMAL) BALANCE	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,008,150.00	979,946.39	15,765.98	28,203.61	97.20
101-000-428.000	PILOT-GOLDEN BRIDGE MANOR	1,500.00	1,717.81	0.00	(217.81)	114.52
101-000-445.000	PENALTY & INTEREST	3,000.00	4,374.69	1,567.25	(1,374.69)	145.82
101-000-447.000	TAX COLLECTION FEES	40,000.00	32,269.34	481.60	7,730.66	80.67
101-000-448.000	SPECIAL ASSESSMENT FEES	0.00	6.68	0.00	(6.68)	100.00
101-000-451.000	BUSINESS PERMITS	100.00	0.00	0.00	100.00	0.00
101-000-453.000	CABLE TV FEES	30,000.00	13,214.07	6,424.35	16,785.93	44.05
101-000-455.000	TRAILER FEES	400.00	204.00	48.00	196.00	51.00
101-000-476.000	NON-BUSINESS PERMITS	0.00	1,299.00	(1,589.00)	(1,299.00)	100.00
101-000-490.000	PREPAID UTILITY BILLS-EL,WA,WW	0.00	3.45	3.45	(3.45)	100.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	900.00	383.24	0.00	516.76	42.58
101-000-570.000	LIQUOR FEES	3,100.00	3,344.55	0.00	(244.55)	107.89
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	70,000.00	56,328.16	56,328.16	13,671.84	80.47
101-000-575.000	REVENUE SHARING-CONST SALES	304,860.00	111,501.00	0.00	193,359.00	36.57
101-000-576.000	REVENUE SHARING-STAT SALES	106,266.00	35,422.00	0.00	70,844.00	33.33
101-000-620.000	PBT TESTING FEES	5,000.00	1,198.00	232.00	3,802.00	23.96
101-000-623.000	TRANSCRIPT FEES	1,000.00	229.72	96.10	770.28	22.97
101-000-624.000	MISCELLANEOUS FEES	0.00	203.46	0.00	(203.46)	100.00
101-000-628.000	ADMINISTRATIVE CHARGES	318,857.00	132,935.00	26,587.00	185,922.00	41.69
101-000-630.000	CEMETERY LOT SALES	1,200.00	2,517.50	(250.00)	(1,317.50)	209.79
101-000-633.000	CEMETERY CARE FEES	4,000.00	48.00	0.00	3,952.00	1.20
101-000-634.000	GRAVE OPENING FEES	5,000.00	3,000.00	125.00	2,000.00	60.00
101-000-656.000	DISTRICT COURT FINES	10,000.00	3,180.08	576.58	6,819.92	31.80
101-000-661.000	PARKING FINES	2,400.00	880.00	180.00	1,520.00	36.67
101-000-662.000	DRUG FORFEITURE MONEY	1,000.00	0.00	0.00	1,000.00	0.00
101-000-663.000	MISCELLANEOUS FINES	1,500.00	985.00	251.00	515.00	65.67
101-000-664.000	SEX OFFENDER REGISTRATION FEES	0.00	50.00	0.00	(50.00)	100.00
101-000-667.000	RENTAL INCOME	0.00	410.00	50.00	(410.00)	100.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	0.00	57.38	0.00	(57.38)	100.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	0.00	17,357.49	0.00	(17,357.49)	100.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	15,000.00	19,681.72	837.56	(4,681.72)	131.21
101-000-678.007	REIMBURSEMENTS-PAMA	1,500.00	0.00	0.00	1,500.00	0.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	50,037.00	0.00	0.00	50,037.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	0.00	0.00	32,009.00	0.00
TOTAL REVENUES		2,048,543.00	1,422,747.73	107,715.03	625,795.27	69.45
Expenditures						
.00	COUNCIL	244,482.00	61,180.50	2,565.80	183,301.50	25.02
.01	COMMUNITY PROMOTIONS	291,060.00	135,059.80	12,001.07	156,000.20	46.40
.72	CITY MANAGER	159,476.00	54,784.00	10,011.90	104,692.00	34.35
.91	ELECTIONS	5,110.00	2,568.08	959.05	2,541.92	50.26
.01	GENERAL ADMINISTRATION	332,268.00	150,113.56	18,385.42	182,154.44	45.18
.09	ASSESSING	48,556.00	17,591.79	2,384.55	30,964.21	36.23
.65	CITY HALL	53,889.00	24,229.72	4,965.65	29,659.28	44.96
.76	CEMETERY	154,240.00	59,031.73	10,789.80	95,208.27	38.27
.01	POLICE	701,921.00	232,415.04	38,286.54	469,505.96	33.11
.71	CODE ENFORCEMENT	45,432.00	14,136.63	2,147.30	31,295.37	31.12
.28	ECONOMIC DEVELOPMENT	6,960.00	17,433.95	492.50	(10,473.95)	250.49
.51	PARKS	240,475.00	54,587.03	8,240.24	185,887.97	22.70
TOTAL EXPENDITURES		2,283,869.00	823,131.83	111,229.82	1,460,737.17	36.04

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 11/30/2017

GL NUMBER	DESCRIPTION	2017-18		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	11/30/2017	MONTH 11/30/2017	NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND								
Fund 101 - GENERAL FUND:								
	TOTAL REVENUES	2,048,543.00		1,422,747.73	107,715.03		625,795.27	69.45
	TOTAL EXPENDITURES	2,283,869.00		823,131.83	111,229.82		1,460,737.17	36.04
	NET OF REVENUES & EXPENDITURES	(235,326.00)		599,615.90	(3,514.79)		(834,941.90)	254.80

User: KRISTINA

DB: Portland

PERIOD ENDING 11/30/2017

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	11/30/2017 NORMAL (ABNORMAL)	MONTH 11/30/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
TOTAL REVENUES		702,550.00	159,760.76	36,312.68	542,789.24	22.74
TOTAL EXPENDITURES		690,347.00	72,866.92	9,996.44	617,480.08	10.56
NET OF REVENUES & EXPENDITURES		12,203.00	86,893.84	26,316.24	(74,690.84)	712.07
Fund 150 - CEMETERY PERPETUAL CARE FUND						
Fund 150 - CEMETERY PERPETUAL CARE FUND:						
TOTAL REVENUES		2,500.00	1,325.00	0.00	1,175.00	53.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		2,500.00	1,325.00	0.00	1,175.00	53.00
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		323,000.00	402,787.86	315,148.06	(79,787.86)	124.70
TOTAL EXPENDITURES		322,763.00	85,391.13	18,155.94	237,371.87	26.46
NET OF REVENUES & EXPENDITURES		237.00	317,396.73	296,992.12	(317,159.73)	133,922.
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		926,390.00	469,391.09	43,672.67	456,998.91	50.67
TOTAL EXPENDITURES		926,339.00	759,785.85	337,374.03	166,553.15	82.02
NET OF REVENUES & EXPENDITURES		51.00	(290,394.76)	(293,701.36)	290,445.76	569,401.
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
TOTAL REVENUES		106,300.00	35,508.21	14,459.25	70,791.79	33.40
TOTAL EXPENDITURES		113,603.00	37,880.28	9,583.13	75,722.72	33.34
NET OF REVENUES & EXPENDITURES		(7,303.00)	(2,372.07)	4,876.12	(4,930.93)	32.48
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
TOTAL REVENUES		576,932.00	232,071.72	26,922.04	344,860.28	40.23
TOTAL EXPENDITURES		631,480.00	246,335.85	37,287.18	385,144.15	39.01
NET OF REVENUES & EXPENDITURES		(54,548.00)	(14,264.13)	(10,365.14)	(40,283.87)	26.15
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
TOTAL REVENUES		283,000.00	266,017.90	275.00	16,982.10	94.00
TOTAL EXPENDITURES		264,129.00	85,213.23	28,112.74	178,915.77	32.26
NET OF REVENUES & EXPENDITURES		18,871.00	180,804.67	(27,837.74)	(161,933.67)	958.11
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT						
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,407,900.00	1,116,405.93	355,431.01	291,494.07	79.30
NET OF REVENUES & EXPENDITURES		(1,407,900.00)	(1,116,405.93)	(355,431.01)	(291,494.07)	79.30
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
TOTAL REVENUES		112,150.00	52,414.96	13,505.00	59,735.04	46.74
TOTAL EXPENDITURES		111,000.00	53,797.44	14,139.49	57,202.56	48.47
NET OF REVENUES & EXPENDITURES		1,150.00	(1,382.48)	(634.49)	2,532.48	120.22

User: KRISTINA

DB: Portland

PERIOD ENDING 11/30/2017

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	11/30/2017 NORMAL (ABNORMAL)	MONTH 11/30/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	4,113,225.00	1,344,228.32	286,163.53	2,768,996.68	32.68
	TOTAL EXPENDITURES	4,863,213.00	1,282,104.58	163,511.16	3,581,108.42	26.36
	NET OF REVENUES & EXPENDITURES	(749,988.00)	62,123.74	122,652.37	(812,111.74)	8.28
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,291,666.00	487,584.69	96,485.66	804,081.31	37.75
	TOTAL EXPENDITURES	1,441,345.00	441,073.48	44,399.81	1,000,271.52	30.60
	NET OF REVENUES & EXPENDITURES	(149,679.00)	46,511.21	52,085.85	(196,190.21)	31.07
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	909,089.00	507,694.44	67,504.88	401,394.56	55.85
	TOTAL EXPENDITURES	1,271,679.00	471,523.80	30,395.88	800,155.20	37.08
	NET OF REVENUES & EXPENDITURES	(362,590.00)	36,170.64	37,109.00	(398,760.64)	9.98
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
	TOTAL REVENUES	362,793.00	157,153.42	14,312.54	205,639.58	43.32
	TOTAL EXPENDITURES	425,804.00	148,457.56	17,260.46	277,346.44	34.87
	NET OF REVENUES & EXPENDITURES	(63,011.00)	8,695.86	(2,947.92)	(71,706.86)	13.80
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS						
	NET OF REVENUES & EXPENDITURES	(2,760,007.00)	(684,897.68)	(150,885.96)	(2,075,109.32)	24.82



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

November 20, 2017

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

Dear Mr. Gorman:

The Michigan Department of Transportation (MDOT) is pleased to inform you that the Local Bridge Advisory Board has approved the recommendation by your Region Bridge Council (RBC) to select the following bridge(s) for inclusion in the Local Bridge Program. Each Regional Bridge Council has created a 3-year bridge plan and the bridges selected from the 2017 call for applications are scheduled for funding during the 2020 fiscal year (except as noted below). Unless arrangements have been made with your RBC, a project will not be allowed to be let to contract before its scheduled funding year.

**Structure Number: 4105, Grand River Avenue over Grand River**  
**Application Estimate: \$412,000, Selected for PM**

The following conditions will apply to these projects:

- The federal and state share will be 95 percent of the eligible project costs;
- These funds are to be used for eligible bridge and approach construction costs only;
- State and federal participation in approach construction is limited to work within limits defined by "touchdown" points to the existing approach grade. Exact limits will be determined on a project by project basis; and
- Costs for preliminary engineering, construction engineering, and right of way acquisition are not eligible for federal or state aid under the Local Bridge Program.

The plans and specifications for these projects must be developed using the English system and the most current edition of the Michigan Department of Transportation Standard Specifications for Construction.

To help minimize major changes at the preliminary plan stage, a Type, Size and Location (TS&L) study must be submitted to the Local Agency Programs Unit in the Design Services Division for review prior to the preliminary plan submittal. Please see the requirements for the TS&L submittal on MDOT's website at <http://www.michigan.gov/mdot>, Doing Business, Local Agency Program, Bridge Program,

Mr. Gorman  
Page 2  
November 20, 2017

Design, Type, Size & Location Procedures. Type, Size and Location (TS&L) study plans should be submitted 9 to 12 months prior to anticipated letting date.

As of October 1, 2009, the Local Bridge Program implemented the "20% Rule." If at the time of the grade inspection, the construction estimate exceeds the application estimate by more than twenty percent (20%), the Region Bridge Council (RBC) will need to decide if the project will be capped at the application estimate plus twenty percent, if it will be allowed to proceed as is, or if the project will be postponed. Please make every effort to limit construction work to stay reasonably close to the application estimate.

The project selected for funding, listed on page 1 of this document, was based on the scope of work listed in the submitted application. The Local Bridge Advisory Board set policy that a change in scope of a project will require the local agency to make a choice. First, they may proceed with the changed scope and have the funding amount capped at twenty percent (20%) over the application estimate or second, they may reapply for the project with the updated scope during a subsequent call of applications. Please be aware of this policy as the plans progress.

Please complete the Program Application for Bridge Projects, Form Number 0258, and submit with the preliminary plans to:

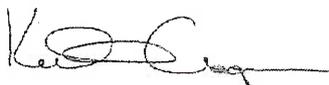
Keith Cooper  
Michigan Department of Transportation  
Local Agency Program, Mail Stop B250  
425 West Ottawa Street  
Lansing, Michigan 48933

The form can be found on MDOT's website at: <http://www.michigan.gov/mdot>, Doing Business, Local Agency Program, Bridge Program, Forms, 0258 – Program Application for Bridge Projects.

Refer to Local Agency Programs Project Planning Guide for plan completion and bid letting timetable. The Planning Guide can be found on MDOT's website at <http://www.michigan.gov/mdot>, Doing Business, Local Agency Program, FY 2018 Project Planning Guide.

If you have any questions or, for any reason, you decide not to participate in this program, please contact me at 517-373-2346 or [cooperk@michigan.gov](mailto:cooperk@michigan.gov), as soon as possible.

Sincerely,



Keith Cooper, P.E.  
Bridge Program Manager  
Local Agency Programs



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



C. HEIDI GREYER  
DIRECTOR

November 30, 2017

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

Dear Mr. Gorman:

SUBJECT: Fiscal Year (FY) 2018 Wellhead Protection Program Grant Agreement (Agreement)

City of Portland's grant application for a Wellhead Protection project under Fiscal Year 2018 Wellhead Protection Grant Program has been recommended for funding in the amount of \$800.00. In an effort to communicate efficiently, we ask that you review your Grantee Contact information on page one of the Agreement for accuracy. Please print off two copies and sign both as originals. Please return your signed agreements to my attention at the following address:

Administration Section  
Drinking Water and Municipal Assistance Division  
Michigan Department of Environmental Quality  
P.O. Box 30817  
Lansing, MI 48909-8311

When the Agreement has been signed by both parties, an original will be returned to you.

If you have any questions regarding the Wellhead Protection Program, you can contact Mr. Jason Berndt at 989-705-3420 or [berndtj1@michigan.gov](mailto:berndtj1@michigan.gov). For general questions relating to overall grant administration, please contact me at 517-284-6543 or [kieblern@michigan.gov](mailto:kieblern@michigan.gov).

Sincerely,

Nicole Kiebler  
Grant Coordinator  
Administration Section  
Drinking Water and Municipal Assistance Division

Enclosure



**WELLHEAD PROTECTION PROGRAM GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND City of Portland**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (DEQ), Drinking Water and Municipal Assistance Division ("State"), and **City of Portland** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1076, PA 399, as amended, Legislative appropriation of Funds for grant assistance is set forth in Public Act 107 of 2017. This Agreement is subject to the terms and conditions specified herein.

Project Name: Wellhead Protection Match from Previous Expenditures: \$0.00  
 Amount of grant: \$800.00 % of grant state \$0 / % of grant federal: 100%  
 Amount of match: \$800.00= 50% PROJECT TOTAL: \$1600.00 (grant plus match)  
 Start Date (date executed by DEQ): October 1, 2017 End Date: September 30, 2018

**GRANTEE CONTACT:**

S. Tutt Gorman  
Name/Title  
City of Portland  
Organization  
259 Kent St.  
Address  
Portland, Michigan 48875  
Address  
(517) 647-2931  
Telephone number  
(517) 647-2931  
Fax number  
citymanager@portland-michigan.org  
E-mail address  
38 6007243  
Federal ID number  
 \_\_\_\_\_  
 Grantee DUNS number

**STATE'S CONTACT:**

Jason Berndt, Environmental Quality Specialist  
Name/Title  
Source Water Unit  
Division/Bureau/Office  
2100 West M-32  
Address  
Gaylord, Michigan 49735-9282  
Address  
(989) 705-3420  
Telephone number  
(989) 731-6181  
Fax number  
Berndtj1@michigan.gov  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature  
 \_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature  
 Eric J. Oswald, Director, Drinking Water and Municipal Assistance  
 Division  
 \_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A 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 Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

**II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page one. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

**III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

**IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

\*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with

the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

(D) Where feasible, all products shall acknowledge that the project was supported in whole or in part by the United States Environmental Protection Agency (USEPA). The contents of this document do not necessarily reflect the views and policies of the USEPA, nor does the USEPA endorse trade names or recommend the use of commercial products mentioned in this document.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable 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 applicable taxes and fees, if any, that arise from the Grantee's receipt or execution 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 submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State'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 State'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 willingly 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. 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 State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. 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.

### **VIII. 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.

### **IX. 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.

### **X. 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.*

### **XI. 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, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) 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.

### **XII. CONFLICT OF INTEREST**

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

### **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

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.

### **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that 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 three-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 three-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.

### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

## **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

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

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must 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.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the 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.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) The Grantee is committed to the match percentage on page one of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page one of the Agreement.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix 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 in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. 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 one, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. 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.
- d. 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.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. 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;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) 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.

## **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 defined in MCL 129.312.

### **XXIII. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

### **XXIV. FEDERAL FUNDING REQUIREMENTS**

A maximum of 100 % of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Capitalization Grants for Safe Drinking Water Revolving Fund and the CFDA number is 66.468. The federal grant number is FS-975487-16, and this grant is funded with Federal funds from the U.S. Environmental Protection Agency. By accepting this contract, the grantee agrees to comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to the following:

- (A) Grantees expending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality, at the following address:

Michigan Department of Environmental Quality  
Administration Division-Federal Aid Section  
525 W. Allegan Street  
Constitution Hall 6<sup>th</sup> Floor South Tower  
Lansing, MI 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website ([http://www.michigan.gov/treasury/0,1607,7-121-1751\\_31038---,00.html](http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html).)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

- (B) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.
- (C) **Consultant Cap/Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2017, the limit is \$622.69 per day and 77.83 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

(D) **Establishing and Managing Subawards** – The recipient agrees to:

1. Establish all subaward agreements in writing;
2. Ensure that any subawards comply with the standards in Subpart D of 2 CFR 200 and are not used to acquire commercial goods or services for the recipient;
3. Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
4. Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
6. Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
7. Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan

(E) **Copyrighted Material.** In accordance with 2 CFR 200.315, the EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Governmental purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

1. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
2. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(F) **Acknowledgement Requirements for Non-Office of Research Development Assistance Agreements.** The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement FS975487-17 to DEQ. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

(G) **Electronic and Information Technology Accessibility.** Grantees developing electronic and information technology products, which includes but is not limited to information kiosks and World Wide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194.

(H) **Civil Rights Obligations.** The Recipient agrees to follow all civil rights statutes.

(I) **Drug-Free Workplace Certification for all EPA Recipients.** The recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 2 CFR 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E, which recipients can access at <http://ecfr.gpoaccess.gov/>

(J) **Hotel-Motel Fire Safety.** Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance , or to find other information about the Act.

(K) **Recycled Paper.** When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

(L) **Resource Conservation and Recovery Act (a.k.a. Recycled Products).** Consistent with the goals of section 6002 of RCRA (42 U.S. C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price.

(M) **Trafficking in Persons.** Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

(N) **MBE/WBE Requirements. Minority Business Enterprises (MBE)/Women's Business Enterprises (WBE) Requirements and Disadvantage Business Enterprise Rule (DBE).** The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:

MBE 10% WBE 7.5%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually for the period ending September 30 for 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and 40 CFR Part 35 Subpart A and Subpart B Recipients.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained on the Internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

The recipient agrees to comply with the contract administrations provisions of 40 CRF, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

### Responsibilities – Grantee

The Grantee, in accordance with the general purposes and objectives of this agreement, will:

- A. Provide for oversight of the project.
- B. Meet with the Wellhead Protection (WHP) Team quarterly as a minimum team requirement.
- C. Submit a signed copy of the Quarterly Grant Team Progress Report after each quarterly WHP team meeting. Quarterly reports shall be sent to the MDEQ, Drinking Water and Municipal Assistance Division, Drinking Water and Environmental Health Section, Source Water Unit, Gaylord Field Office, 2100 W. M-32, Gaylord, MI 49735-9282. The contact person is the Wellhead Protection Program Coordinator, Jason Berndt, who can be reached at 989-705-3420 or by e-mail at berndtj1@michigan.gov. If a Financial Status Report form is not submitted, the quarterly report shall include a statement that the request for payment is not being made as part of the Quarterly Grant Team Progress Report.
- D. Utilize all report forms and reporting formats required by the State.
- E. Complete for State approval the items listed in “Table 2: Grant Tabulation 2018.”



**Project Specific Requirements – Appendix A Continued**

Michigan Department of Environmental Quality  
 Drinking Water and Municipal Assistance Division  
 Drinking Water and Environmental Health Section  
 Source Water Unit

**WELLHEAD PROTECTION GRANT PROGRAM  
 PROGRAM BUDGET – COST DETAIL SCHEDULE**

<b>Program</b>	<b>Budget Period</b>		<b>Date Prepared</b>
Wellhead Protection Grant Assistance	October 1, 2017 to September 30, 2018		11/27/2017
<b>Local Agency</b>			
City of Portland			
<b>Description</b>	<b>Grant Assistance</b>	<b>Local Funds</b>	<b>Previous Expenditures</b>
See attached "Table 2: Grant Tabulation 2018" for City of Portland	<u>\$800.00</u>	<u>\$800.00</u>	<u>\$0.00</u>

Completion is a Condition of Funding  
 Authority: 1976 PA 399



**Project Specific Requirements – Appendix A Continued**

Michigan Department of Environmental Quality  
Drinking Water and Municipal Assistance Division  
Drinking Water and Environmental Health Section  
Source Water Unit

**WELLHEAD PROTECTION GRANT PROGRAM  
PROGRAM BUDGET SUMMARY**

<b>Program</b>		<b>Budget Period</b>			<b>Date Prepared</b>
Wellhead Protection Grant Assistance		October 1, 2017 to September 30, 2018			11/27/2017
Local Agency City of Portland					
<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Federal Identification No.</b>
259 Kent St.		Portland	MI	48875	38 6007243
	SOURCE OF FUNDS			TOTAL BUDGET	
1.	State Agreement			<u>\$ 800.00</u>	
2.	Local Match			<u>\$ 800.00</u>	
3.	Local Previous Expenditures			<u>\$0.00</u>	
4.	TOTAL FUNDING			<u>\$1,600.00</u>	

*Completion is a Condition of Funding  
Authority: 1976 PA 399*

*The Department, under the terms of this agreement, will provide funding not to exceed **\$ 800.00**.*

Expenditures must be grant eligible in accordance with Rules 325.12812 through 325.12820, Part 28 of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended

# TABLE 2: Grant Assistance Tabulation 2018

Contract Period October 1, 2017 to September 30, 2018

## City of Portland

Water Supply Name

### DEQ USE ONLY

Previous Expenditures: \$

Previous Expenditures to be used this contract period: \$

Remaining Previous Expenditures for use as future local match: \$

(A)	(B)	(C)	(D)	(E)	
Grant Eligible Activities	Deliverable	Activity Cost	Requested Grant Assistance	Local Match	
				Local Funds	Previous Expend.
<b>PREVIOUS EXPENDITURES TO BE USED THIS CONTRACT PERIOD:</b>	<b>DEQ approved previous expenditures</b>		<b>\$0</b>	<b>\$0</b>	
Public Information and Education materials to be determined by the WHP Team	Photos/copies of materials	\$1,000.00	\$500.00	\$500.00	<b>\$0</b>
WHP Meetings and Consultation	Meeting Minutes	\$600.00	\$300.00	\$300.00	<b>\$0</b>
					<b>\$0</b>
<b>Total</b>		\$1,600.00	\$800.00	\$800.00	\$0.00

**Attention: Amendments to this table must be requested in writing at least 2 months prior to contract expiration and cannot increase the total contract amount.**

City Of Portland  
 Water Department  
 Monthly Water Report  
 November 2017

Monthly Water Production

Daily Water Production

Well #4            4,434,000 Gallons  
 Well #5                    0 Gallons  
 Well #6            4,495,000 Gallons  
 Well #7            15,000 Gallons

Well #4            147,800 Gallons  
 Well #5                    0 Gallons  
 Well #6            149,833 Gallons  
 Well #7            500 Gallons

Daily Average Water Production for All Wells

298,133 Gallons

Total Water Production for the Month

8,944,000 Gallons

Total Water Production for the Previous Month

10,226,000 Gallons

Total Production decreased by

1,292,000 Gallons

Total Production for This Month from the Previous Year

7,588,000 Gallons

Total Production increased by

1,356,000 Gallons

Rodney D. Smith Jr.  
Water Technician

**CITY OF PORTLAND**

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

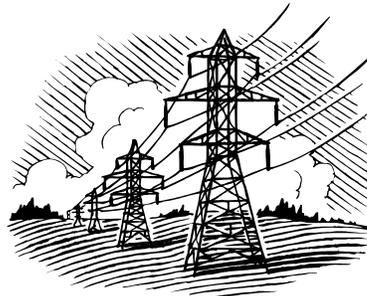
November 1, 2017  
October 1-31, 2017

<b>HYDRO GENERATION</b>	175,349		
<b>DIESEL PRODUCTION</b>	0		
<b>Kwh Purchased</b>	2,751,319	<b>Amount Paid</b>	\$ 183,732.32
<b>Total Kwh Purchased</b>	<b>2,926,668</b>	<b>Total Dollars Paid</b>	<b>\$ 183,732.32</b>

<b>Kwh Billed</b>		<b>Dollars Billed</b>	
Residential	1,304,599	PCA Billed	\$ 18,628.56
Commercial	711,902	Residential	\$ 138,645.21
Large General	694,260	Residential EO Charge	\$ 2,421.31
City St. Lites Metered	28,845	Geothermal Discount	\$ (7.05)
St. Lites Unmetered		Commercial	\$ 75,415.66
Rental Lights		Commercial/LG EO Charge	\$ 2,436.48
Demand	2,282	Large General	\$ 48,540.38
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 2,445.65
		St. Lights Unmetered	\$ 1,543.05
<b>Total Kwh Billed</b>	<b>2,741,888</b>	Rental Lights	\$ 253.20
		Demand	\$ 13,404.61
Arrears after billing	\$ 40,472.08	Tax	\$ 11,387.59
Penalties Added	\$ 1,787.64		
Arrears end of month	\$ 54,720.78	<b>Total Dollars Billed</b>	<b>\$ 315,133.05</b>
Fuel Cost Billed	\$ 6,944.03		
Amount Collected	\$ 315,858.24	Power Cost Adj.	.00687
Total Adjustments	\$ 939.66		

Residential Customers	2,197
Commercial Customers	329
Large General	15
<b>Total Customers</b>	<b>2,541</b>

11/03/17



**CITY OF PORTLAND  
November-17**

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**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Oct-17	<b>PERIOD COVERED</b>	October 1-31, 2017
Customers Billed		Penalties Added	\$ 355.03
City	1,863	Dollars Collected	\$ 56,684.23
Rural	24	Arrears at end of Month	\$ 7,405.09
Total Customers	1,887	Adjustments	\$ (5,813.41)
		Gallons Pumped	10,226,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	10,031,328		\$ 52,439.83
Rural	180,611		\$ 1,752.82
Total	<u>10,211,939</u>		<u>\$ 54,192.65</u>

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**SEWER DEPARTMENT REPORT**

Customers Billed	1,812	Dollars Billed	\$79,272.20
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 79,272.20

Penalties Added	\$ 544.50
Dollars Collected	\$ 78,159.03
Arrears at end of Month	\$ 10,798.64
Adjustments	\$ (10,174.47)
Gallons Treated per Million	10.80



# **IONIA COUNTY BOARD OF COMMISSIONERS**

**November 28, 2017 - 7:00 p.m.  
Conference Room – Central Dispatch Building**

## **AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment**  
(3 minute time limit per speaker – please state name/organization)
- VI. Did You Know?**
- VII. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
  - B. Approve per diem and mileage
  - C. Approve payment of General Fund payroll and accounts payable for the month of October 2017 - \$884,963.98
  - D. Approve payment of Health Fund bills - \$92,747.78
  - E.
- VIII. Unfinished Business**
  - A.
- IX. New Business**
  - A. 2018 Flyover – John Bush, GIS
  - B. Acknowledgement of PA116 Farmland Agreement
    - 1. Philip and Mary Seidelman (17-013-FA)
  - C. Discussion/Action – December Commissioner Meeting Schedule
- X. Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. County Administrator
- XI. Reports of Special or Ad Hoc Committees**
- XII. Public Comment (3 minute time limit per speaker)**

### **XIII. Closed Session**

- A. Union Negotiations – Central Dispatch
- B. Union Negotiations – District Court

### **XIV. 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.