



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

7:00 P.M. Tuesday, February 20, 2018
City Council Chambers
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	V. <u>City Manager Report</u>	
7:15 PM	VI. <u>Closed Session</u>	Decision
	<ul style="list-style-type: none"> A. Motion to Go into Closed Session as Permitted under Section 8(h) of the Michigan Open Meetings Act to Discuss the Proposed ADM Donation Agreement (Requires a 2/3 Majority by Roll Call Vote) 	
	VII. <u>Public Hearing(s)</u>	
7:25 PM	<ul style="list-style-type: none"> A. Public Hearing on the Five-Year Park & Recreation Plan 	
	VIII. <u>Old Business</u> – None	
	IX. <u>New Business</u>	
7:35 PM	<ul style="list-style-type: none"> A. Proposed Resolution 18-08 Approving a Donation Agreement between Archer Daniels Midland (ADM) and the City of Portland 	Decision
7:40 PM	<ul style="list-style-type: none"> B. Proposed Resolution 18-09 Approving the City of Portland 5-Year Park & Recreation Plan 2018-2022 	Decision
7:43 PM	<ul style="list-style-type: none"> C. Proposed Resolution 18-10 Approving Purchase and Maintenance Plans for New Printer/Copy Machines 	Decision
7:45 PM	<ul style="list-style-type: none"> D. Proposed Resolution 18-11 Approving, Authorizing, and Directing the Mayor to Sign a Utility Easement for the City of Portland 	Decision
7:50 PM	<ul style="list-style-type: none"> E. Proposed Resolution 18-12 Amending Resolution 17-30 for the Sparrow Land Purchase Transaction 	Decision
7:55 PM	X. <u>Consent Agenda</u>	Decision
	<ul style="list-style-type: none"> A. Minutes & Synopsis from the Regular City Council Meeting held on February 5, 2018 	
	<ul style="list-style-type: none"> B. Payment of Invoices in the Amount of \$90,486.40 and Payroll in the Amount of \$114,701.75 for a Total of \$205,188.15 	
	<ul style="list-style-type: none"> C. Purchase Orders over \$5,000.00 - None 	
	XI. <u>Communications</u>	
	<ul style="list-style-type: none"> A. ZBA Minutes from August 14, 2017 	

<u>Estimated Time</u>
8:00 PM
8:05 PM
8:10 PM
8:15 PM

- B. DDA Minutes for January 18, 2018
- C. Wastewater Treatment Plant Report for January 2018
- D. Ionia County Board of Commissioners Agenda for February 13, 2018
- E. Ionia County Board of Commissioners Agenda for February 20, 2018

XII. Other Business - None

XIII. City Manager Comments

XIV. Council Comments

XV. Adjournment

<u>Desired Outcome</u>
Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-08

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

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

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

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the Donation Agreement between ADM and the City of Portland (attached as Exhibit A) and directs the City Manager to sign same.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 20, 2018

Monique I. Miller, City Clerk

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "**Agreement**") is made as of the _____ day of February, 2018 (the "Effective Date"), by and between the City of Portland, a Michigan municipal corporation ("**Donee**"), and Archer-Daniels-Midland Company, a Delaware corporation ("**Donor**").

WITNESSETH:

WHEREAS, Donor desires to donate to Donee that certain real estate situated in Portland, Michigan, as further identified by Parcel Number 34-300-033-200-450-03 and the cross hatched section of the graphic in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"), on the terms and conditions set forth herein; and

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

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

1. In accordance with and subject to the terms and conditions of this Agreement, on the date of Closing (as hereinafter defined in Section 4), Donor agrees to donate to Donee, and Donee agrees to accept the conveyance from Donor of the Property.
2. Donor shall not be obligated to pay any costs or expenses whatsoever incurred by Donee or Donee's agents in connection with this donation, including, but not limited to, title insurance, survey fees, transfer taxes, and recording costs. Donor shall be obligated to pay any real estate taxes due and payable through Closing. Except as otherwise expressly provided in this Agreement, Donee and Donor shall pay their own respective costs and expenses incidental to this Agreement.
3. Donor shall transfer possession of the Property to Donee on the date of Closing.
4. The closing ("**Closing**") of the transaction contemplated herein shall be on or before the date five (5) business days after the end of the Inspection Period. The Closing shall take place at a location mutually agreed upon by Donee and Donor.
5. (a) Commencing on the Effective Date and continuing until 5:00 p.m. Eastern time on the sixtieth (60th) day after the Effective Date (the "**Inspection Period**"), Donee shall have the right during business hours (with reasonable advance notice to Donor) at Donee's sole cost risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Donee shall deem necessary or appropriate; provided, however, that in no event shall Donee conduct any physical testing, drilling, or, sampling on or through the surface of the Property including, without limitation, any invasive testing (collectively, "**Physical Testing**"), without Donor's prior written consent, which consent may not be unreasonably withheld. Donee may request Donor's written consent for an extension of the Inspection Period, which consent may not be unreasonably withheld if related to necessary delays in Donee's receipt of Physical Testing reports, tests or studies relating to the Property.

(b) If Donee desires to conduct any Physical Testing of the Property, then Donee shall submit to Donor, for Donor's approval (which approval may not be unreasonably withheld), a written description of the scope and extent of the proposed Physical Testing. In no event shall Donor be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property, including without limitation any environmental remediation recommended by any Physical Testing.

(c) Prior to Donee or its agents entering the Property for any purpose, Donee directly or by any through its agents, shall obtain and evidence to Donor commercially reasonable insurance coverage including general liability insurance and professional errors and omissions liability insurance.

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

obtained during the Inspection Period concerning the Property to anyone outside Donee's organization except as expressly and affirmatively required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

closure under the State of Michigan's Baseline Environmental Assessment program; and (d) Donee is duly authorized to execute and deliver, acting through its duly empowered and authorized officers, and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

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

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

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

12. Donee agrees that:

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

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

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

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

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

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

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

Archer-Daniels-Midland Company

City of Portland, Michigan

Its Representative

Its Representative

EXHIBIT A

DEPICTION OF PROPERTY

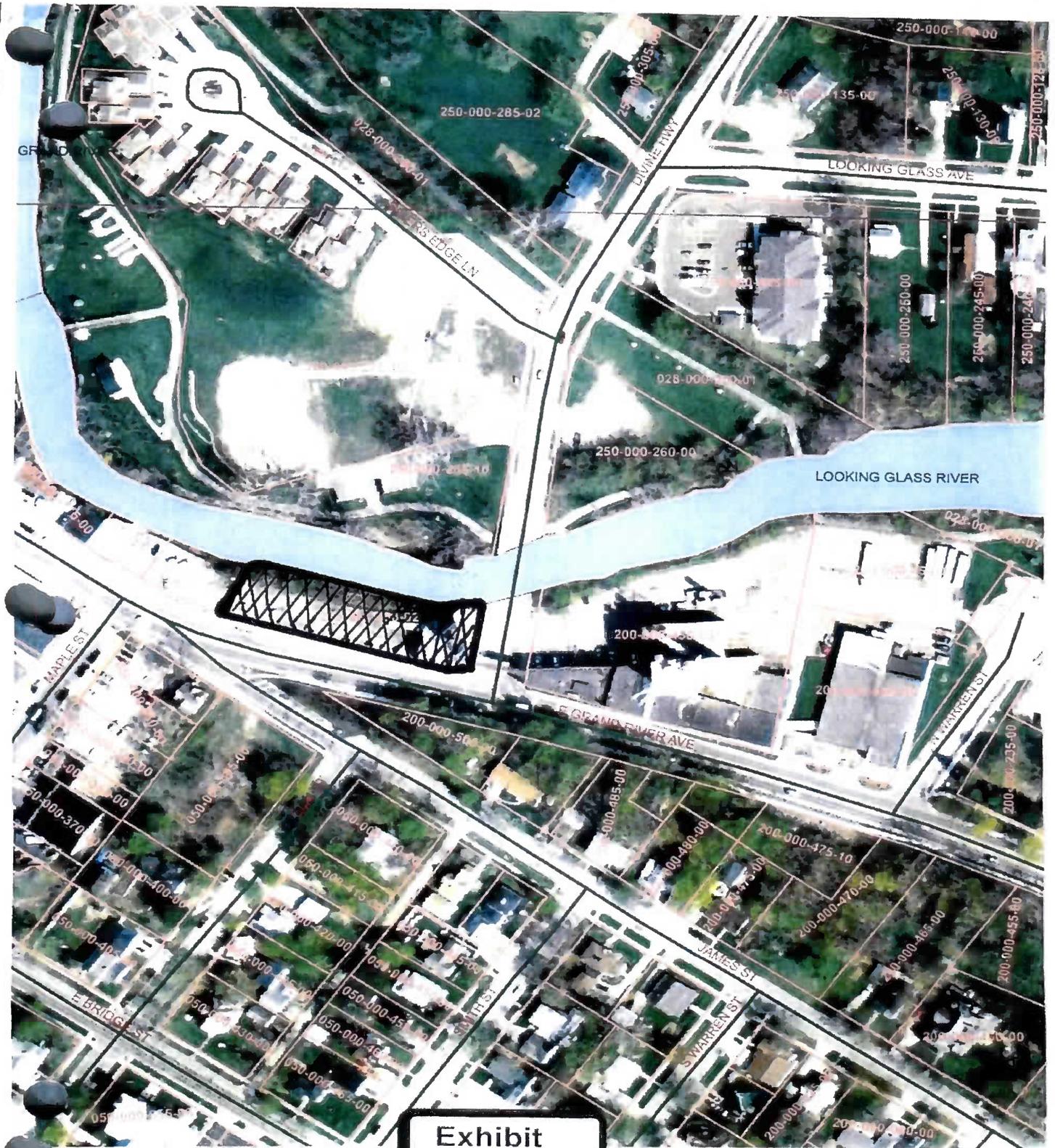


Exhibit
A

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-09

**A RESOLUTION APPROVING THE CITY OF PORTLAND 5 YEAR PARK &
RECREATION PLAN 2018-2022**

WHEREAS, the City of Portland has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five-year period covering the years 2018 through 2022, and

WHEREAS, the City of Portland began the process of developing a community recreation plan in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities; and

WHEREAS, residents of the City of Portland were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan; and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days for plan; and

WHEREAS, a Public Hearing was held on February 20, 2018 at the Portland City Hall to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the City of Portland 5-Year Park & Recreation Plan 2018-2022; and

WHEREAS, the City of Portland has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the City of Portland; and

WHEREAS, after the Public Hearing, the City of Portland City Council voted to adopt said City of Portland 5-Year Park & Recreation Plan 2018-2022.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City of Portland City Council hereby adopts the City of Portland 5-Year Park & Recreation Plan 2018-2022
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: February 20, 2018

Monique I. Miller, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Portland, County of Ionia, State of Michigan, at a regular meeting held on February 20, 2018 and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976.

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. 18-10

**A RESOLUTION APPROVING PURCHASE AND MAINTENANCE PLANS
FOR NEW PRINTER/COPY MACHINES**

WHEREAS, the City last purchased a copy machine/printer for City Hall in 2011; and

WHEREAS, the copy machine/printer at City Hall is in need of replacement; and

WHEREAS, the City budgeted to replace the copier/printer at City Hall in the 2017-2018 fiscal year budget; and

WHEREAS, the City solicited quotes from different vendors, a copy of the bid tabulation, including maintenance costs, is attached as Exhibit A; and

WHEREAS, the low bidder's proposal was less than the MiDeal contract; and

WHEREAS, the City is also purchasing a copier/printer for the Electric Department and a shared unit for the Police and Ambulance Departments which are both under \$5,000.00 and have been approved by the City Manager; and

WHEREAS, the low bidder has proposed Maintenance Plans, attached as Exhibit B, for all three copiers/printers with a set rate per copy for a 5-year period;

WHEREAS, City staff is recommending that the City Council approve the lowest cost proposal from Applied Imaging and authorize the purchase of the Ricoh MP-7503 B/W MFP at a cost of \$10,150.00 and the proposed Maintenance Plans for all three copiers/printers.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the lowest cost proposal from Applied Imaging and authorizes the purchase of the Ricoh MP-7503 B/W MFP at a cost of \$10,150.00 and the proposed Maintenance Plans for all three copiers/printers.
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: February 20, 2018

Monique I. Miller, City Clerk

Copy Machine/Printer Quote Comparison

Applied Imaging

		<u>Purchase Price</u>	<u>Service Plan</u> (per page)
City Hall	Ricoh MP-7503 B/W MFP Copier, Printer, Scanner, Fax	\$10,150.00	\$0.0046 Black
Electric Department	Ricoh MP-3004ex Color MFP Copier, Printer, Scanner	\$4,870.00	\$0.0070 Black \$0.0450 Color
Police/Ambulance	Ricoh MP 305spf Copier, Printer, Scanner, Fax	\$1,480.00	\$0.0120 Black

Mi-Deal Program

City Hall	Ricoh MP-7503 B/W MFP Copier, Printer, Scanner, Fax	\$10,315.00	\$0.0046 Black
Electric Department	Ricoh MP-2504ex Color Copier, Printer, Scanner	\$5,991.00	\$0.0090 Black \$0.0700 Color
Police/Ambulance	Ricoh MP 2555 Copier, Printer, Scanner	\$2,744.00	\$0.0090 Black

January 10, 2018

Ms. Nikki Miller
City of Portland – City Hall



Ricoh MP-7503 B/W MFP

Included Features:

- 75 Pages per Minute
- Standard 220-sheet Single-pass Duplex Scanning Document Feeder
- 3 Tray / 4,200 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- Standard Automatic 2-sided Copying & Printing
- Standard PCL Network Printing
- Standard Scan-to-File & Scan-to-Email
- Included Super G3 Fax Board
- PC Faxing & Receive Faxes to PDF
- Included Stapler Finisher
- Included 2/3-Hole Puncher Unit
- Full Color Touch Screen

60 Month Lease

\$195.00 per mo.

No advance payment,
\$1.00 buyout
\$79.50 doc fee
Municipal Lease

Purchase Price

\$ 10,150.00

Recommended Service Plan:

- Includes Parts, Labor, Drums, and Toner
- Includes Unlimited Remote Networking Support
- Includes Full Training
- Includes Automated Meter Reporting and Toner Replenishment

Black: \$.0046 per Page

Prepared by: Eric J. Gill



Purchase Agreement

Date	2/15/2018
Delivery Date	
Tax Exempt	Yes
Sales Rep	Eric Gill

Ship To:	
City of Portland	
259 Kent St.	
Portland MI	
48875	
Contact:	Nikki Miller
Phone/Mobile:	(517) 647-3211

Charge To:	
City of Portland	
259 Kent St.	
Portland MI	
48875	
PO Number:	
Contact:	Nikki Miller
Phone/Fax:	(517) 647-3211

Lease Type	Lease Months:	Monthly Payment:
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Quantity	Product #	Description	Unit Price	Total Price
1	417918	MP 7503 Ricoh MP 7503 - 75 PPM Printer Mono	\$10,150.00	\$10,150.00
1	417636	MP 7503 Fax Option Type M25		
1	417628	MP 7503 Finisher SR4120		
1	416612	MP 7503 Punch Unit PU3060 NA		

Contact Name	Nikki Miller	Subtotal	\$10,150.00
Phone	(517) 647-3211	Sales Tax	\$0.00
Email	cityclerk@portland-michigan.org	Delivery/Installation	
Stairs	No	TOTAL AMOUNT	\$10,150.00
Credit Terms		Less Payment (Check # _____)	
Service charge of 1% per Month (12% Per Annum) or highest legal rate, will be charged on all past due accounts		AMOUNT DUE	\$10,150.00

Special Instructions	

Customer Acceptance			
Print Name	Title	Authorized Signature	Date
		X	
Credit Card No.	Expiration Date	Security Code	

APPLIED IMAGING Maintenance Plan

Customer Information

Company Name:	City of Portland	Meter Phone
Meter Contact:	Nikki Miller	(517) 647-7531
E-Mail	cityclerk@portland-michigan.org	
Fax		Delivery Contact Phone
Delivery Contact	Nikki Miller	(517) 647-3211

Date	2/15/2018
Customer #	
Representative	Eric Gill
Meter Type:	FM Audit
Billing Frequency:	Monthly

Make/Model	B&W Rate	Color Rate	Base	B&W Base Allowance	Color Base Allowance	Start Meter
MP 7503	\$ 0.00460	\$ -	\$ -	-	-	
No base. Service billed monthly, in arrears, for actual copies/prints. Rates firm for 5 years.						

Initial Here to Add Print ReLeaf at \$0.0003 per Page

1. This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence. Applied Imaging's responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Applied Imaging technical representative, or the supplies used are not authorized or approved by Applied Imaging.
 2. Service shall be provided without additional charge 8:00 a.m. to 5:00 p.m. Monday through Friday (except National holidays), unless other arrangements have been made.
 3. The maintenance service plan includes all necessary parts with the following exceptions:
 - a. Cassettes, master units, exit trays, work trays or any item that is not related to the electromechanical operation of the equipment.
 - b. Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment.
 - c. Any system software or related connectivity support.
 4. Maintenance with supplies agreements include toner, developer and photoreceptor (drum). These agreements do not include paper, staples or freight.
 5. It is the customer/user's responsibility to provide power that meets the specific requirements as well as proper service access space around the equipment. If either one or both of these conditions are not met, Applied Imaging reserves the right to suspend this protection plan until the power deficiency is corrected and/or adequate service space is provided.
 6. Wide Format contracts include P&L only. Supplies and Print Heads are not included unless listed in Supply Comments below.
- SUPPLY COMMENTS

Cancel contract on device ID Number(s):

Acceptance				Decline Maintenance	
Authorized Customer Signature	Date	Print Name	Title	Signature	Date
X					

Network Connectivity Setup and Support

This includes the initial network configuration of the devices listed above. I agree to allow Applied Imaging to perform the services detailed on the back of this agreement. I understand that if I do not provide the necessary information listed on the back that configuration may be delayed. I understand that if I have needs outside of this scope that they may be subject to additional charges. This maintenance plan includes ongoing network support as it relates to printing, scanning and faxing. Please see the Network Connectivity Setup and Support section of the Terms and Conditions for further details.

Phone (517) 903-0000

Network Contact Todd Lyman at IT Right

Network Email support@itright.com

Initial to Accept

Initial to Decline

Meter Readings

Applied Imaging offers - free of charge - an application that can automatically gather the meters from your print devices. Applied Imaging will install this application on your print server or workstation unless otherwise noted in the Meter Comments below.

METER COMMENTS

Terms and Conditions

THIS ORDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. This order shall not be binding on Applied Imaging (herein known as "AI") until approved by AI Corporate.
2. All shipments shall be F.O.B. our warehouse.
3. AI reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of their obligation to accept remaining installment.
4. AI reserves the right at any time to revoke any credit extended to buyer because of buyer's failure to pay for any goods when due or for any other reason deemed sufficient by AI.
5. AI shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond AI's control. This includes without limitation, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or supplies, governmental acts and regulations, forces of nature, receipt of orders in excess of AI's scheduled production capability, or any other causes beyond AI control.
6. AI warrants that the goods covered by this order when delivered to the buyer will be merchantable quality and free from defects in workmanship and material for a period of 90 days on new equipment and 30 days on used equipment from the date of delivery by AI under ordinary use and conditions. In no event shall AI be liable for resulting or consequential damages occasioned by any breach of warranty. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED.
7. All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to AI within three days after receipt of goods by buyer.
8. Title to all goods and equipment shall remain with AI until such time as the purchase price thereof shall be paid in full.
9. AI shall have a security interest in all goods and equipment delivered to the buyer until the purchase price for same is paid in full. At the request of AI, buyer shall execute and deliver a security agreement and/or financing statements in the form or forms submitted to buyer by AI.
10. This contract shall be governed by and construed according to the laws of the State of Michigan.
11. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of AI.
12. **General Scope of Maintenance Coverage** - This agreement covers both the labor and material for adjustments, repair and replacements of parts as required by normal use of the equipment, subject to the exception in and in accordance with these terms and conditions. This agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard supplies or other causes beyond the control of AI are not covered by this agreement and may subject customer to a surcharge or to cancellation of the agreement. In addition, AI may terminate this agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed by AI, or if parts, accessories, or components not meeting machine specifications are fitted to the equipment. AI may charge a fee upon customer request to pick up and dispose of equipment. Connectivity issues will either be billed at current pricing for network services or covered under the Network Connectivity Setup and Support section of this document.
13. **Service Calls** - Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal business hours, on weekends and holidays, will be charged at the published overtime rates in effect at the time the service call is made. AI will not handle, disconnect, or repair unauthorized attachments to components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds AI and its employees not at fault for claims for damages to any unauthorized parts, components or accessories resulting from service performed on AI equipment.
14. **Term** - This agreement shall become effective upon receipt by AI of the signed maintenance agreement and approval of the credit application. The AI contract shall continue for one full calendar year and/or the copy allowance as specified on the face of this agreement. The agreement is for a one year period. The agreement may be cancelled with 60 days written notice prior to the contract expiration date. If contract is cancelled prior to expiration date, a prorated penalty fee will be assessed, otherwise this agreement is automatically renewed for a like period at the then current contract rates. In the event AI is unable to repair the equipment due to the discontinuation of a part or parts by the manufacturer, AI will then credit the unused portion of the maintenance charges to the customer's account and cancel the contract. Any such credit must be used toward future purchases with AI.
15. **Charges** - The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side of this agreement, 11" x 17" constitutes 2 clicks. Pricing for maintenance under this agreement is subject to change on a yearly basis due to cost increase of parts and labor. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 15 days of the date of the AI invoice for each charge. In the case of the limited maintenance agreement, the initial annual charge is payable upon the signing of this agreement by customer. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due.
16. **Breach of Default** - If the customer does not pay all the charges for maintenance or parts as provided under this agreement promptly when due (1) AI may (a) refuse to service the equipment or (b) cancel maintenance agreement (2) the customer agrees to pay AI (a) its costs and expenses of collection including the maximum attorney's fees permitted by law, said fee not to exceed 25% of the amount due under this agreement and (b) all charges for service provided before payment of the contract on a "Per Call" basis based upon published rates in effect at the time of service. There will be a processing fee of \$35.00 for NSF check.
17. **Use of Manufacturer Recommended Supplies** - The equipment is designed to give excellent performance with AI supplies including AI paper, toner, and fuser oil. If the customer uses other than AI supplies and if such supplies are defective or unacceptable for use in the machines and cause abnormality, frequent service calls or service problems, then AI may, at its option, assess a surcharge or terminate this agreement. In this event, the customer will be offered service on a "Per Call" basis based upon published rates. It is not a condition of this agreement, however, that the customer may use only AI authorized supplies.
18. **No Warranty** - AI disclaims all warranties, express or implied, including any implied warranties or merchantability fitness for use, or fitness for a particular purpose. Customer agrees that AI is not responsible for direct incidental or consequential damages including, not limited to damages arising out of the use of performance of the equipment or the loss of the equipment.
19. **Miscellaneous** - This agreement shall be governed by and construed according to the laws of the State of Michigan applicable to agreements wholly negotiated, executed and performed in the State of Michigan. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of AI and the customer.

Network Connectivity Setup and Support

20. AI will confirm desired configuration from the customer. The following will be needed from the customer's network administrator:
 - a. A live network drop must be available. Wireless connectivity is available for an additional fee.
 - b. Local administrator access when we arrive onsite.
 - c. SMTP server name and/or IP address for Scan to Email.
 - d. For scan to folder, the customer's network administrator must provide credentials with write privileges to the folder.
21. AI will install one print driver & LAN Fax Driver on up to (3) servers and/or up to (10) workstations.
22. Includes set up of up to (10) address book destinations.
23. Includes set up of fax forwarding to folder or email.
24. Includes print/copy restriction on up to (10) users/dept. codes.
25. Includes testing and training with the customer's network administrator.
26. AI must be allowed to resolve issues by using remote access tools that will provide a connection to the customer's servers and computers. The customer is responsible for assisting in the setup of remote access. If the issue cannot be resolved remotely, an onsite trip will be billable.
27. Support includes print driver support, scan setup (to network or folder) and network fax forwarding. The customer is responsible for providing email services for scan to email.
28. Custom driver packages created by Applied Imaging are supported.
29. Support is limited to the initial servers (up to 3) and the initial workstations (up to 10).
30. Support is limited to the connection and usability of the printing devices from the network. If the issue extends to the overall function of servers, workstations, switches, hubs, routers, internet services or any other network related issue, the customer is responsible for resolving the issue prior to AI attempting to fix any issue between the network and the printing device.
31. The customer is responsible for the maintenance of their network and hardware equipment.
32. AI is not responsible for downtime or loss of data.
33. Does not include/cover custom scripting, custom drivers, software or software integration.

January 10, 2018

Ms. Nikki Miller
Mr. Mike Hyland
City of Portland – Electric Department



Ricoh MP-C3004ex Color MFP

Included Features:

- 30 Pages per Minute
- Standard 220-sheet Single-pass Duplex Scanning Document Feeder
- 4 x 550 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- Standard Automatic 2-sided Copying & Printing
- Standard PCL Network Printing
- Standard Scan-to-File & Scan-to-Email
- Included Space-saving Inner Stapler Finisher
- Included 2/3-Hole Puncher Unit
- Full Color Touch Screen

60 Month Lease

\$94.00 per mo.

No advance payment,
\$1.00 buyout
\$79.50 doc fee
Municipal Lease

Purchase Price

\$ 4,870.00

Recommended Service Plan:

- Includes Parts, Labor, Drums, and Toner
- Includes Unlimited Remote Networking Support
- Includes Full Training
- Includes Automated Meter Reporting and Toner Replenishment

Black: \$.007 per Page

Color: \$.045 per Page

Prepared by: Eric J. Gill



Purchase Agreement

Date	2/15/2018
Delivery Date	
Tax Exempt	Yes
Sales Rep	Eric Gill

Ship To:	
City of Portland - Electric Dept	
723 E. Grand River Ave.	
Portland MI	
48875	
Contact:	Mike Hyland
Phone/Mobile:	(517) 647-6912

Charge To:	
City of Portland	
259 Kent St.	
Portland MI	
48875	
PO Number:	
Contact:	Nikki Miller
Phone/Fax:	(517) 647-3211

Lease Type	Lease Months:	Monthly Payment:
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Quantity	Product #	Description	Unit Price	Total Price
1	417980	MP C3004ex Ricoh MP C3004ex	\$4,870.00	\$4,870.00
1	417589	MP C3004ex Internal Finisher SR3130		
1	408112	MP C3004ex Paper Feed Unit PB3240 (550x2)		
1	416615	MP C3004ex Punch Unit PU3040 NA		

Contact Name	Nikki Miller	Subtotal	\$4,870.00
Phone	(517) 647-3211	Sales Tax	\$0.00
Email	cityclerk@portland-michigan.org	Delivery/Installation	
Stairs	No	TOTAL AMOUNT	\$4,870.00
Credit Terms		Less Payment (Check # _____)	
Service charge of 1% per Month (12% Per Annum) or highest legal rate, will be charged on all past due accounts		AMOUNT DUE	\$4,870.00

Special Instructions	

Customer Acceptance			
Print Name	Title	Authorized Signature	Date
		X	
Credit Card No.	Expiration Date	Security Code	

APPLIED IMAGING Maintenance Plan

Customer Information

Company Name:	City of Portland	Meter Phone
Meter Contact:	Mike Hyland	(517) 647-6912
E-Mail	mikehyland@portland-michigan.org	
Fax		Delivery Contact Phone
Delivery Contact	Mike Hyland	(517) 647-6912

Date	2/15/2018
Customer #	
Representative	Eric Gill
Meter Type:	FM Audit
Billing Frequency:	Monthly

Make/Model	B&W Rate	Color Rate	Base	B&W Base Allowance	Color Base Allowance	Start Meter
MP C3004ex	\$ 0.00700	\$ 0.04500	\$ -	-	-	
<p>No base. Monthly billing, in arrears, for actual copies/prints. Rates firm for 5 years.</p>						

Initial Here to Add Print ReLeaf at \$0.0003 per Page

1. This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence. Applied Imaging's responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Applied Imaging technical representative, or the supplies used are not authorized or approved by Applied Imaging.
 2. Service shall be provided without additional charge 8:00 a.m. to 5:00 p.m. Monday through Friday (except National holidays), unless other arrangements have been made.
 3. The maintenance service plan includes all necessary parts with the following exceptions:
 - a. Cassettes, master units, exit trays, work trays or any item that is not related to the electromechanical operation of the equipment.
 - b. Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment.
 - c. Any system software or related connectivity support.
 4. Maintenance with supplies agreements include toner, developer and photoreceptor (drum). These agreements do not include paper, staples or freight.
 5. It is the customer/user's responsibility to provide power that meets the specific requirements as well as proper service access space around the equipment. If either one or both of these conditions are not met, Applied Imaging reserves the right to suspend this protection plan until the power deficiency is corrected and/or adequate service space is provided.
 6. Wide Format contracts include P&L only. Supplies and Print Heads are not included unless listed in Supply Comments below.
- SUPPLY COMMENTS

Acceptance

Decline Maintenance

Authorized Customer Signature	Date	Print Name	Title	Signature	Date

Network Connectivity Setup and Support

This includes the initial network configuration of the devices listed above. I agree to allow Applied Imaging to perform the services detailed on the back of this agreement. I understand that if I do not provide the necessary information listed on the back that configuration may be delayed. I understand that if I have needs outside of this scope that they may be subject to additional charges. This maintenance plan includes ongoing network support as it relates to printing, scanning and faxing. Please see the Network Connectivity Setup and Support section of the Terms and Conditions for further details.

Phone (517) 903-0000

Network Contact Todd Lyman

Network Email support@itright.com

Initial to Accept

Initial to Decline

Meter Readings

Applied Imaging offers - free of charge - an application that can automatically gather the meters from your print devices. Applied Imaging will install this application on your print server or workstation unless otherwise noted in the Meter Comments below.

METER COMMENTS

Terms and Conditions

THIS ORDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. This order shall not be binding on Applied Imaging (herein known as "AI") until approved by AI Corporate.
2. All shipments shall be F.O.B. our warehouse.
3. AI reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of their obligation to accept remaining installment.
4. AI reserves the right at any time to revoke any credit extended to buyer because of buyer's failure to pay for any goods when due or for any other reason deemed sufficient by AI.
5. AI shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond AI's control. This includes without limitation, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or supplies, governmental acts and regulations, forces of nature, receipt of orders in excess of AI's scheduled production capability, or any other causes beyond AI control.
6. AI warrants that the goods covered by this order when delivered to the buyer will be merchantable quality and free from defects in workmanship and material for a period of 90 days on new equipment and 30 days on used equipment from the date of delivery by AI under ordinary use and conditions. In no event shall AI be liable for resulting or consequential damages occasioned by any breach of warranty. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED.
7. All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to AI within three days after receipt of goods by buyer.
8. Title to all goods and equipment shall remain with AI until such time as the purchase price thereof shall be paid in full.
9. AI shall have a security interest in all goods and equipment delivered to the buyer until the purchase price for same is paid in full. At the request of AI, buyer shall execute and deliver a security agreement and/or financing statements in the form or forms submitted to buyer by AI.
10. This contract shall be governed by and construed according to the laws of the State of Michigan.
11. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of AI.
12. **General Scope of Maintenance Coverage** - This agreement covers both the labor and material for adjustments, repair and replacements of parts as required by normal use of the equipment, subject to the exception in and in accordance with these terms and conditions. This agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard supplies or other causes beyond the control of AI are not covered by this agreement and may subject customer to a surcharge or to cancellation of the agreement. In addition, AI may terminate this agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed by AI, or if parts, accessories, or components not meeting machine specifications are fitted to the equipment. AI may charge a fee upon customer request to pick up and dispose of equipment. Connectivity issues will either be billed at current pricing for network services or covered under the Network Connectivity Setup and Support section of this document.
13. **Service Calls** - Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal business hours, on weekends and holidays, will be charged at the published overtime rates in effect at the time the service call is made. AI will not handle, disconnect, or repair unauthorized attachments to components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds AI and its employees not at fault for claims for damages to any unauthorized parts, components or accessories resulting from service performed on AI equipment.
14. **Term** - This agreement shall become effective upon receipt by AI of the signed maintenance agreement and approval of the credit application. The AI contract shall continue for one full calendar year and/or the copy allowance as specified on the face of this agreement. The agreement is for a one year period. The agreement may be cancelled with 60 days written notice prior to the contract expiration date. If contract is cancelled prior to expiration date, a prorated penalty fee will be assessed, otherwise this agreement is automatically renewed for a like period at the then current contract rates. In the event AI is unable to repair the equipment due to the discontinuation of a part or parts by the manufacturer, AI will then credit the unused portion of the maintenance charges to the customer's account and cancel the contract. Any such credit must be used toward future purchases with AI.
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16. **Breach of Default** - If the customer does not pay all the charges for maintenance or parts as provided under this agreement promptly when due (1) AI may (a) refuse to service the equipment or (b) cancel maintenance agreement (2) the customer agrees to pay AI (a) its costs and expenses of collection including the maximum attorney's fees permitted by law, said fee not to exceed 25% of the amount due under this agreement and (b) all charges for service provided before payment of the contract on a "Per Call" basis based upon published rates in effect at the time of service. There will be a processing fee of \$35.00 for NSF check.
17. **Use of Manufacturer Recommended Supplies** - The equipment is designed to give excellent performance with AI supplies including AI paper, toner, and fuser oil. If the customer uses other than AI supplies and if such supplies are defective or unacceptable for use in the machines and cause abnormality, frequent service calls or service problems, then AI may, at its option, assess a surcharge or terminate this agreement. In this event, the customer will be offered service on a "Per Call" basis based upon published rates. It is not a condition of this agreement, however, that the customer may use only AI authorized supplies.
18. **No Warranty** - AI disclaims all warranties, express or implied, including any implied warranties or merchantability fitness for use, or fitness for a particular purpose. Customer agrees that AI is not responsible for direct incidental or consequential damages including, not limited to damages arising out of the use of performance of the equipment or the loss of the equipment.
19. **Miscellaneous** - This agreement shall be governed by and construed according to the laws of the State of Michigan applicable to agreements wholly negotiated, executed and performed in the State of Michigan. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of AI and the customer.

Network Connectivity Setup and Support

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 - a. A live network drop must be available. Wireless connectivity is available for an additional fee.
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 - d. For scan to folder, the customer's network administrator must provide credentials with write privileges to the folder.
21. AI will install one print driver & LAN Fax Driver on up to (3) servers and/or up to (10) workstations.
22. Includes set up of up to (10) address book destinations.
23. Includes set up of fax forwarding to folder or email.
24. Includes print/copy restriction on up to (10) users/dept. codes.
25. Includes testing and training with the customer's network administrator.
26. AI must be allowed to resolve issues by using remote access tools that will provide a connection to the customer's servers and computers. The customer is responsible for assisting in the setup of remote access. If the issue cannot be resolved remotely, an onsite trip will be billable.
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28. Custom driver packages created by Applied Imaging are supported.
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31. The customer is responsible for the maintenance of their network and hardware equipment.
32. AI is not responsible for downtime or loss of data.
33. Does not include/cover custom scripting, custom drivers, software or software integration.



FAST | FRIENDLY | AMAZING

January 15, 2018

Ms. Nikki Miller
City of Portland – Police Department

RICOH MP 305spf
Included Features:

- Up to 30 ppm Print Speed
- Fast Warm-up & First Copy Times
- Ultra-compact Design to Save Space
- 10" Tiltable High-resolution Touch Screen for Optimal Viewing
- **Included 1 x 250 + 1 x 500-Sheet Paper Capacity with 10 Sheet Bypass**
- 50-Sheet Automatic Reversing Document Feeder
- Standard Automatic 2-sided Copying & Printing
- Standard PCL/PostScript 3 Network Printing
- Standard Color Scanning (scan-to-folder, scan-to-email as TIFF, JPEG, PDF)
- Scan Speeds up to 30 Images per Minute
- Standard Scanning to USB & SD Memory
- Standard High Speed Fax Board
- ID-Card Copying Feature
- 320 GB Hard Drive +2 GB Memory
- **Included Cabinet**

60 Month Lease

\$ 29.00 per mo.

No advance payment,

\$1.00 buyout.

Municipal Lease

Purchase

\$ 1,480.00

Gov't Price

Recommended Service Plan:

- Contract includes **all parts, labor, drums, and toner.**
- Included Unlimited Remote Networking
- Free remote meter collection & automatic toner replenishment

\$0.012 per Copy

* Prices quoted are valid for 30 days.

** Tax where applicable.

Submitted by:

Eric J. Gill



Purchase Agreement

Date	2/15/2018
Delivery Date	
Tax Exempt	Yes
Sales Rep	Eric Gill

Ship To:	
City of Portland - Police/EMS	
773 E. Grand River Ave.	
Portland MI	
48875	
Contact:	Chief Star Thomas
Phone/Mobile:	(517) 647-2934

Charge To:	
City of Portland	
259 Kent St.	
Portland MI	
48875	
PO Number:	
Contact:	Nikki Miller
Phone/Fax:	(517) 647-3211 (517) 647-2938

Lease Type	Lease Months:	Monthly Payment:
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Quantity	Product #	Description	Unit Price	Total Price
1	417434	MP 305SPF Ricoh MP 305SPF - 30 ppm	\$1,480.00	\$1,480.00
1	52551	MP 305SPF Cabinet Type H		
1	417438	MP 305SPF Paper Feed Unit PB1090		

Contact Name	Nikki Miller	Subtotal	\$1,480.00
Phone	(517) 647-3211	Sales Tax	\$0.00
Email	cityclerk@portland-michigan.org	Delivery/Installation	
Stairs	No	TOTAL AMOUNT	\$1,480.00
Credit Terms		Less Payment (Check # _____)	
Service charge of 1% per Month (12% Per Annum) or highest legal rate, will be charged on all past due accounts		AMOUNT DUE	\$1,480.00

Special Instructions	

Customer Acceptance			
Print Name	Title	Authorized Signature	Date
		X	
Credit Card No.	Expiration Date	Security Code	

APPLIED IMAGING Maintenance Plan

Customer Information

Company Name:	City of Portland	Meter Phone
Meter Contact:	Chief Star Thomas	(517) 647-2934
E-Mail	starthomas@portland-michigan.org	
Fax		Delivery Contact Phone
Delivery Contact	Chief Star Thomas	(517) 647-2934

Date	2/15/2018
Customer #	
Representative	Eric Gill
Meter Type:	FM Audit
Billing Frequency:	Monthly

Make/Model	B&W Rate	Color Rate	Base	B&W Base Allowance	Color Base Allowance	Start Meter
MP 305SPF	\$ 0.01200	\$ -	\$ -	-	-	
No base. Monthly billing, in arrears, for actual meters. Rates firm for 5 years.						

Initial Here to Add Print ReLeaf at \$0.0003 per Page

1. This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence. Applied Imaging's responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Applied Imaging technical representative, or the supplies used are not authorized or approved by Applied Imaging.
 2. Service shall be provided without additional charge 8:00 a.m. to 5:00 p.m. Monday through Friday (except National holidays), unless other arrangements have been made.
 3. The maintenance service plan includes all necessary parts with the following exceptions:
 - a. Cassettes, master units, exit trays, work trays or any item that is not related to the electromechanical operation of the equipment.
 - b. Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment.
 - c. Any system software or related connectivity support.
 4. Maintenance with supplies agreements include toner, developer and photoreceptor (drum). These agreements do not include paper, staples or freight.
 5. It is the customer/user's responsibility to provide power that meets the specific requirements as well as proper service access space around the equipment. If either one or both of these conditions are not met, Applied Imaging reserves the right to suspend this protection plan until the power deficiency is corrected and/or adequate service space is provided.
 6. Wide Format contracts include P&L only. Supplies and Print Heads are not included unless listed in Supply Comments below.
- SUPPLY COMMENTS

Cancel contract on device ID Number(s): 13237

Acceptance

Decline Maintenance

Authorized Customer Signature	Date	Print Name	Title	Signature	Date
X					

Network Connectivity Setup and Support

This includes the initial network configuration of the devices listed above. I agree to allow Applied Imaging to perform the services detailed on the back of this agreement. I understand that if I do not provide the necessary information listed on the back that configuration may be delayed. I understand that if I have needs outside of this scope that they may be subject to additional charges. This maintenance plan includes ongoing network support as it relates to printing, scanning and faxing. Please see the Network Connectivity Setup and Support section of the Terms and Conditions for further details.

Phone (517) 903-0000

Network Contact Todd Lyman

Network Email support@itright.com

Initial to Accept

Initial to Decline

Meter Readings

Applied Imaging offers - free of charge - an application that can automatically gather the meters from your print devices. Applied Imaging will install this application on your print server or workstation unless otherwise noted in the Meter Comments below.

METER COMMENTS

Terms and Conditions

THIS ORDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. This order shall not be binding on Applied Imaging (herein known as "AI") until approved by AI Corporate.
2. All shipments shall be F.O.B. our warehouse.
3. AI reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of their obligation to accept remaining installment.
4. AI reserves the right at any time to revoke any credit extended to buyer because of buyer's failure to pay for any goods when due or for any other reason deemed sufficient by AI.
5. AI shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond AI's control. This includes without limitation, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or supplies, governmental acts and regulations, forces of nature, receipt of orders in excess of AI's scheduled production capability, or any other causes beyond AI control.
6. AI warrants that the goods covered by this order when delivered to the buyer will be merchantable quality and free from defects in workmanship and material for a period of 90 days on new equipment and 30 days on used equipment from the date of delivery by AI under ordinary use and conditions. In no event shall AI be liable for resulting or consequential damages occasioned by any breach of warranty. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED.
7. All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to AI within three days after receipt of goods by buyer.
8. Title to all goods and equipment shall remain with AI until such time as the purchase price thereof shall be paid in full.
9. AI shall have a security interest in all goods and equipment delivered to the buyer until the purchase price for same is paid in full. At the request of AI, buyer shall execute and deliver a security agreement and/or financing statements in the form or forms submitted to buyer by AI.
10. This contract shall be governed by and construed according to the laws of the State of Michigan.
11. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of AI.
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13. **Service Calls** - Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal business hours, on weekends and holidays, will be charged at the published overtime rates in effect at the time the service call is made. AI will not handle, disconnect, or repair unauthorized attachments to components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds AI and its employees not at fault for claims for damages to any unauthorized parts, components or accessories resulting from service performed on AI equipment.
14. **Term** - This agreement shall become effective upon receipt by AI of the signed maintenance agreement and approval of the credit application. The AI contract shall continue for one full calendar year and/or the copy allowance as specified on the face of this agreement. The agreement is for a one year period. The agreement may be cancelled with 60 days written notice prior to the contract expiration date. If contract is cancelled prior to expiration date, a prorated penalty fee will be assessed, otherwise this agreement is automatically renewed for a like period at the then current contract rates. In the event AI is unable to repair the equipment due to the discontinuation of a part or parts by the manufacturer, AI will then credit the unused portion of the maintenance charges to the customer's account and cancel the contract. Any such credit must be used toward future purchases with AI.
15. **Charges** - The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side of this agreement, 11" x 17" constitutes 2 clicks. Pricing for maintenance under this agreement is subject to change on a yearly basis due to cost increase of parts and labor. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 15 days of the date of the AI invoice for each charge. In the case of the limited maintenance agreement, the initial annual charge is payable upon the signing of this agreement by customer. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due.
16. **Breach of Default** - If the customer does not pay all the charges for maintenance or parts as provided under this agreement promptly when due (1) AI may (a) refuse to service the equipment or (b) cancel maintenance agreement (2) the customer agrees to pay AI (a) its costs and expenses of collection including the maximum attorney's fees permitted by law, said fee not to exceed 25% of the amount due under this agreement and (b) all charges for service provided before payment of the contract on a "Per Call" basis based upon published rates in effect at the time of service. There will be a processing fee of \$35.00 for NSF check.
17. **Use of Manufacturer Recommended Supplies** - The equipment is designed to give excellent performance with AI supplies including AI paper, toner, and fuser oil. If the customer uses other than AI supplies and if such supplies are defective or unacceptable for use in the machines and cause abnormality, frequent service calls or service problems, then AI may, at its option, assess a surcharge or terminate this agreement. In this event, the customer will be offered service on a "Per Call" basis based upon published rates. It is not a condition of this agreement, however, that the customer may use only AI authorized supplies.
18. **No Warranty** - AI disclaims all warranties, express or implied, including any implied warranties or merchantability fitness for use, or fitness for a particular purpose. Customer agrees that AI is not responsible for direct incidental or consequential damages including, not limited to damages arising out of the use of performance of the equipment or the loss of the equipment.
19. **Miscellaneous** - This agreement shall be governed by and construed according to the laws of the State of Michigan applicable to agreements wholly negotiated, executed and performed in the State of Michigan. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of AI and the customer.

Network Connectivity Setup and Support

20. AI will confirm desired configuration from the customer. The following will be needed from the customer's network administrator:
 - a. A live network drop must be available. Wireless connectivity is available for an additional fee.
 - b. Local administrator access when we arrive onsite.
 - c. SMTP server name and/or IP address for Scan to Email.
 - d. For scan to folder, the customer's network administrator must provide credentials with write privileges to the folder.
21. AI will install one print driver & LAN Fax Driver on up to (3) servers and/or up to (10) workstations.
22. Includes set up of up to (10) address book destinations.
23. Includes set up of fax forwarding to folder or email.
24. Includes print/copy restriction on up to (10) users/dept. codes.
25. Includes testing and training with the customer's network administrator.
26. AI must be allowed to resolve issues by using remote access tools that will provide a connection to the customer's servers and computers. The customer is responsible for assisting in the setup of remote access. If the issue cannot be resolved remotely, an onsite trip will be billable.
27. Support includes print driver support, scan setup (to network or folder) and network fax forwarding. The customer is responsible for providing email services for scan to email.
28. Custom driver packages created by Applied Imaging are supported.
29. Support is limited to the initial servers (up to 3) and the initial workstations (up to 10).
30. Support is limited to the connection and usability of the printing devices from the network. If the issue extends to the overall function of servers, workstations, switches, hubs, routers, internet services or any other network related issue, the customer is responsible for resolving the issue prior to AI attempting to fix any issue between the network and the printing device.
31. The customer is responsible for the maintenance of their network and hardware equipment.
32. AI is not responsible for downtime or loss of data.
33. Does not include/cover custom scripting, custom drivers, software or software integration.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-11

A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR TO SIGN A UTILITY EASMENT FOR THE CITY OF PORTLAND

WHEREAS, the City owns and desires to develop property at the corner of Cutler Road and Grand River Avenue, with a parcel number 34-300-500-000-010-01, a map of the property is attached as Exhibit A; and

WHEREAS, the utility easement (attached as Exhibit B) “conveys, grants, and releases to the Grantee, its successors and assigns, a perpetual and permanent easement (the Easement) under, through, over, and across that portion of a certain piece or parcel of land situated in the City of Portland;” and

WHEREAS, this utility easement pertains to the portion of the aforementioned property in the northwesterly corner of the parent parcel as described in the associated Sketch of Easement (Exhibit C); and

WHEREAS, the “easement shall include, but not be limited to, the right of ingress and egress at any time that the Grantee shall see fit through and within such portions of the Grantor’s Parcel as may be reasonably necessary for the purpose of construction, maintenance, repair, replacement, reinstallation, operation, improvement and inspection of said utilities, together with the right to excavate for the utilities and with the further right to remove trees, brush, and undergrowth and other obstructions situated upon the Grantor’s Parcel and interfering with the location, construction, maintenance or repair of said utilities;” and

WHEREAS, this easement will allow no “building, structure, or other permanent improvement of any kind or nature will be placed on the portion of the Grantor’s Parcel within the Easement Area without the prior written consent of the Grantee;” and

WHEREAS, the monetary consideration for this easement shall be one dollar (\$1.00).

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes, and directs the Mayor to sign the Utility Easement to the City of Portland, a copy of which is attached as Exhibit B.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 20, 2018

Monique I. Miller, City Clerk

LEGAL DESCRIPTION:

OVERALL PARCEL
The North 104 acres of the Northeast 1/4 of Section 3, Town 5 North, Range 5 West, Danby Township, Ionia County, Michigan, except that portion of land lying East of Grand River Avenue. Also excepting land described as: Beginning at a point on the centerline of Grand River Avenue 430.2 feet Southeastly from the intersection of said highway with the Section line between Section 3, Town 5 North, Range 5 West, and Section 34, Town 6 North, Range 5 West; thence Southeastly 195.92 feet; thence Southwesterly 415 feet along an existing fence line; thence Northwesterly 195.92 feet in a line parallel with the highway; thence Northeastly 415 feet to the point of beginning.

The above described parcel also being described as: Beginning at the North 1/4 corner of Section 3, Town 5 North, Range 5 West, Danby Township, Ionia County, Michigan; thence North 89 degrees 39 minutes 24 seconds East 1061.25 feet along the North line Section 3 to the centerline of Grand River Avenue; thence along said centerline South 31 degrees 22 minutes 02 seconds East 430.20 feet (measured 430.67 feet); thence South 59 degrees 27 minutes 02 seconds West 415.00 feet (measured 415.49 feet); thence South 31 degrees 17 minutes 14 seconds East 195.92 feet; thence North 59 degrees 28 minutes 39 seconds East 415.00 feet (measured 415.77 feet) to the centerline of Grand River Avenue; thence along said centerline South 31 degrees 22 minutes 02 seconds East 1332.87 feet; thence South 89 degrees 42 minutes 15 seconds West 2066.64 feet along the South line of the North 104 acres of the Northeast 1/4 of Section 3; thence North 00 degrees 30 minutes 02 seconds West 1677.63 feet along the North-South 1/4 line of Section 3 to the point of beginning.

Excepting from the above described parcels that part of the Northeast 1/4 of Section 3, Town 5 North, Range 5 West, City of Portland, Ionia County, Michigan, described as: Beginning at a point on the centerline of Grand River Avenue, South 31 degrees 10 minutes 01 seconds East 185.20 feet from the North line of said Section 3; thence South 31 degrees 10 minutes 01 seconds East 245.00 feet along said centerline; thence South 59 degrees 36 minutes 13 seconds West 465.00 feet; thence North 31 degrees 10 minutes 01 seconds West 245 feet parallel with said centerline; thence North 59 degrees 38 minutes 13 seconds East 465 feet to the point of beginning.

Assurance Note: The above legal description describes the same property as in Schedule A of Title Commitment No. 209603LANS of Transnation Title Agency bearing an effective date of 4/20/2017 at 8:00 A.M.

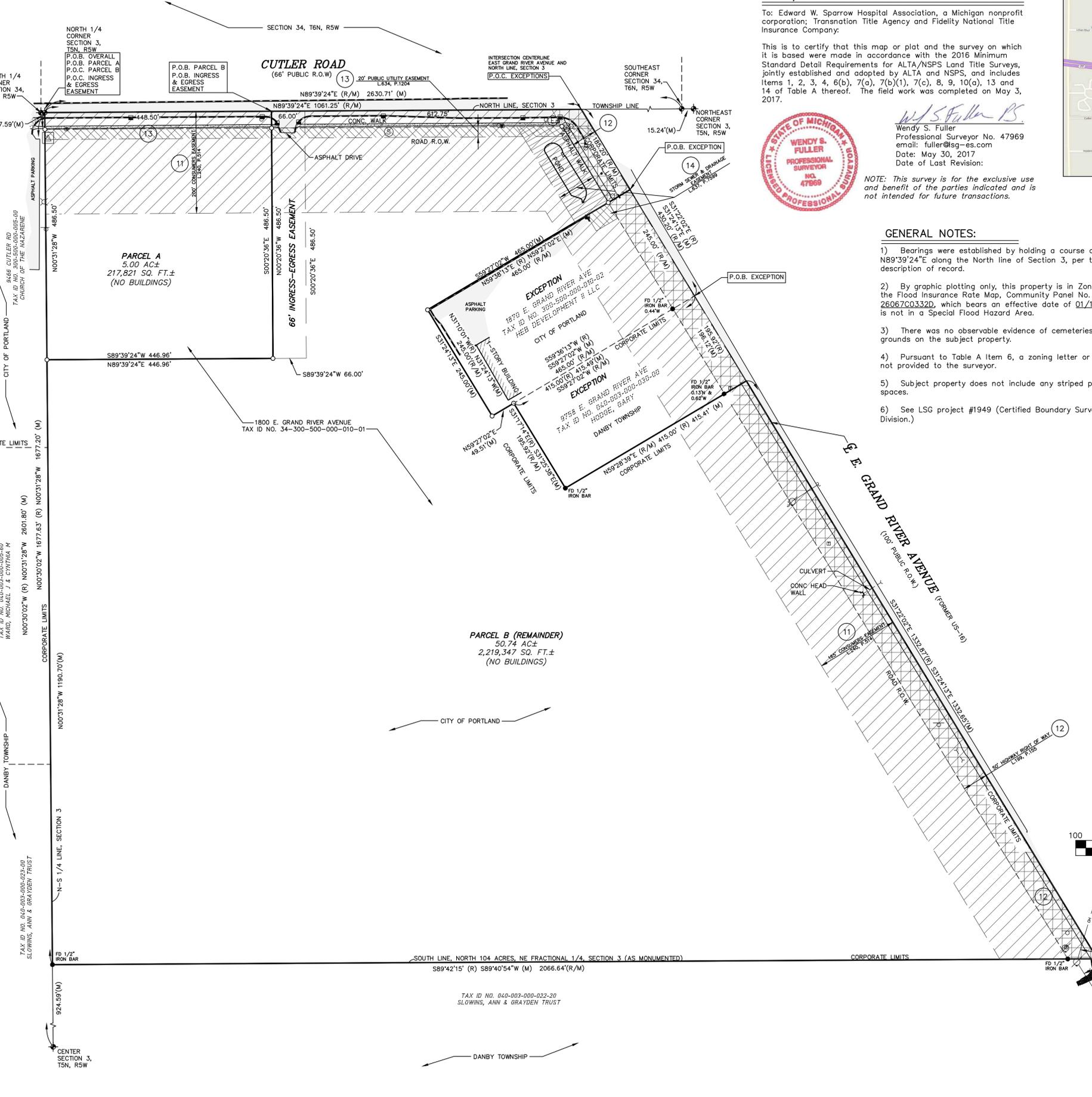
PARCEL A
Part of the Northeast Fractional 1/4 of Section 3, T5N, R5W, City of Portland, Ionia County, Michigan, being more particularly described as follows: Beginning at the North 1/4 Corner of Section 3; thence N89° 39' 24"E, 448.50 feet along the North Line of Section 3; thence S00° 20' 36"E, 486.50 feet perpendicular to the North line of Section 3; thence S89° 39' 24"W, 446.96 feet parallel with the North line of Section 3; thence N00° 31' 28"W, 486.50 feet along the North-South 1/4 line of Section 3 to the Point of Beginning.

PARCEL B (REMAINDER)
Part of the Northeast Fractional 1/4 of Section 3, T5N, R5W, City of Portland, Ionia County, Michigan, being more particularly described as follows Commencing at the North 1/4 Corner of Section 3; thence N89° 39' 24"E, 448.50 feet along the North line of Section 3 to the Point of Beginning of the following described parcel; thence continuing N89° 39' 24"E, 612.75 feet along the North line of Section 3; thence S31° 24' 13"E, 165.20 feet along the centerline of Grand River Avenue; thence S59° 27' 02"W, 465.00 feet; thence S31° 24' 13"E, 245.00 feet; thence N59° 27' 02"E, 49.51 feet; thence S31° 25' 38"E, 195.92 feet; thence N59° 28' 39"E, 415.41 feet; thence S31° 24' 13"E, 1332.65 feet along the centerline of Grand River Avenue; thence S89° 40' 54"W, 2066.64 feet along the South line of the North 104 Acres of the Northeast Fractional 1/4 of Section 3 (As Monumented); thence N00° 31' 28"W, 1190.70 feet along the North-South 1/4 line of Section 3; thence N89° 39' 24"E, 446.96 feet, parallel with the North line of Section 3; thence N00° 20' 36"W, 486.50 feet perpendicular to the North line of Section 3 to the Point of Beginning.

66' INGRESS-EGRESS EASEMENT
Part of the Northeast Fractional 1/4 of Section 3, T5N, R5W, City of Portland, Ionia County, Michigan, being more particularly described as follows Commencing at the North 1/4 Corner of Section 3; thence N89° 39' 24"E, 448.50 feet along the North line of Section 3 to the Point of Beginning of the following described easement: thence continuing N89° 39' 24"E, 66.00 feet along the North line of Section 3; thence S00° 20' 36"E, 486.50 feet perpendicular to the North line of Section 3; thence S89° 39' 24"W, 66.00 feet parallel with the North line of Section 3; thence N00° 20' 36"W, 486.50 feet perpendicular to the North line of Section 3 to the Point of Beginning.

NOTES CORRESPONDING TO SCHEDULE B:

- 1) Easement granted to Consumers Energy Company recorded in Liber 199, Page 64 and Liber 240, Page 514 and Liber 148, Page 533 which was subsequently conveyed by Liber 171, Page 179 and Liber 171, Page 236. (Liber 199, Page 64 is located on Parcel B as shown. Liber 240, Page 514 is located on Parcels A & B as shown. The location of Liber 148, Page 533, Liber 171, Page 179 & Liber 171, Page 236 cannot be determined from the record documents.)
- 2) Right of Way for highway vested in County of Ionia by instrument recorded in Liber 199, Page 155. (Located on Parcel B as shown.)
- 3) Easement for public utility purposes vested in City of Portland by instrument recorded in Liber 634, Page 1204. (Located on the subject property as shown.)
- 4) Easement for storm sewer and drainage in the instrument recorded in Liber 637, Page 7599. (Located on Parcel B and adjacent property as shown.)



ALTA/NSPS LAND TITLE SURVEY CERTIFICATE:

To: Edward W. Sparrow Hospital Association, a Michigan nonprofit corporation; Transnation Title Agency and Fidelity National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 13 and 14 of Table A thereof. The field work was completed on May 3, 2017.



Wendy S. Fuller
Professional Surveyor No. 47969
email: fuller@sfg-es.com
Date: May 30, 2017
Date of Last Revision:

NOTE: This survey is for the exclusive use and benefit of the parties indicated and is not intended for future transactions.



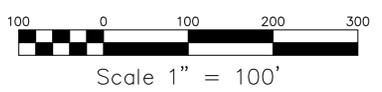
SITE LOCATION MAP
NOT TO SCALE

GENERAL NOTES:

- 1) Bearings were established by holding a course of N89°39'24"E along the North line of Section 3, per the description of record.
- 2) By graphic plotting only, this property is in Zone(s) X of the Flood Insurance Rate Map, Community Panel No. 26067C03320, which bears an effective date of 01/16/2015 and is not in a Special Flood Hazard Area.
- 3) There was no observable evidence of cemeteries / burial grounds on the subject property.
- 4) Pursuant to Table A Item 6, a zoning letter or report was not provided to the surveyor.
- 5) Subject property does not include any striped parking spaces.
- 6) See LSG project #1949 (Certified Boundary Survey) for Land Division.

LEGEND:

- STORM MANHOLE
- CATCHBASIN
- STORM LINE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- SANITARY LINE
- ELECTRIC MANHOLE
- UTILITY POLE
- GUY WIRE
- OVERHEAD UTILITY LINE
- UNDERGROUND UTILITY LINE
- TRANSFORMER
- AC-UNIT
- TELEPHONE MANHOLE
- ROOF DRAIN
- TELEPHONE PEDESTAL
- ELECTRIC PEDESTAL
- ELECTRIC METER
- SIGN
- MONUMENT SIGN
- WATER MANHOLE
- WELL
- WATER LINE
- WATER VALVE
- FIRE HYDRANT
- MONITORING WELL
- GAS METER
- GAS VALVE
- GAS LINE
- FENCE LINE
- DECIDUOUS TREE
- CONIFEROUS TREE
- CURB AND GUTTER
- TREE LINE
- SET IRON & CAP #47969
- FOUND IRON AS NOTED
- SECTION CORNER
- DISTANCE NOT TO SCALE
- YARBASIN
- POST INDICATOR VALVE
- WALL HYDRANT
- MAIL BOX
- SATELLITE DISH
- ASPHALT
- CONCRETE
- RECORDED
- MEASURED



NO.	REVISION	DATE

LSG
E
S

3135 PINE TREE ROAD
SUITE D
LANSING, MI 48911
PH. (517) 393-2902
FAX (517) 393-2608
www.lsg-es.com

FOSTER SWIFT COLLINS & SMITH PC
313 S. WASHINGTON SQUARE
LANSING, MI 48933-2193

ALTA/NSPS LAND TITLE SURVEY
OF
PART OF THE NORTHEAST FRACTIONAL 1/4
SECTION 3, T5N, R5W
CITY OF PORTLAND, IONIA COUNTY MICHIGAN

MISS DIG 811
Know what's below.
Call before you dig.

FILE	1949.dwg
FIELD WORK	JZ/DT
DRAWN BY	WSF/JML
CHECKED BY	DKR
DATE OF SURVEY	5/3/2017
SCALE	1"=100'
HOR.	N/A
VERT.	N/A
PROJECT NO.	1949
SHEET NO.	1 OF 1

PUBLIC UTILITY EASEMENT

THIS public utility EASEMENT is made on _____, 2018, by the City of Portland, 259 Kent Street, Portland, Michigan 48875 (Grantor) in favor of **City of Portland, 259 Kent Street, Portland, Michigan 48875** (Grantee).

The Grantor, for and in consideration of One Dollar (\$1.00) paid by the City of Portland, receipt of which is hereby acknowledged, does hereby convey, grant, and release to the Grantee, its successors and assigns, a perpetual and permanent easement (the Easement) under, through, over and across that portion of a certain piece or parcel of land situated in the City of Portland, Ionia County, Michigan owned by Grantor and described as:

Parent Parcel Number:

34-300-500-000-010-01

Easement Description:

Part of Section 3, Town 5 North, Range 5 West, City of Portland, Ionia County, Michigan, more particularly described as indicated in the attached Sketch of Easement.

The Easement is for the purpose of constructing, maintaining, repairing, reinstalling, operating, inspecting, improving and keeping in working order public utilities which will be running under, through and across the Easement.

The Easement shall include, but not be limited to, the right of ingress and egress at any time that the Grantee shall see fit through and within such portions of the Grantor's Parcel as may be reasonably necessary for the purpose of construction, maintenance, repair, replacement, reinstallation, operation, improvement and inspection of said utilities, together with the right to excavate for the utilities and with the further right to remove trees, brush, and undergrowth and other obstructions situated upon the Grantor's Parcel and interfering with the location, construction, maintenance or repair of said utilities.

No building, structure, or other permanent improvement of any kind or nature will be placed on the portion of the Grantor's Parcel within the Easement Area without the prior written consent of the Grantee.

This conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except that if the Grantor's Parcel shall be disturbed by the exercise of any of the foregoing powers, then the portions damaged shall be repaired to their original condition by the Grantee in a manner mutually acceptable by the Grantee and the Grantor.

The Grantor warrants that it has the right and authority to grant the Easement, that Grantor owns the lands covered by the portion of the Easement located on the Grantor's Parcel and that if there are any other prior lien holders of any property included in Grantor's Parcel, they have consented to this Easement by written consent attached, and will hold such lien subject to the provisions of this Easement.

This Easement is signed and witnessed as follows:

WITNESSES:

CITY OF PORTLAND

* _____

* _____
Its _____

*Printed Name

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The utility easement in the City of Portland was acknowledged before me on _____, 2018, by _____.

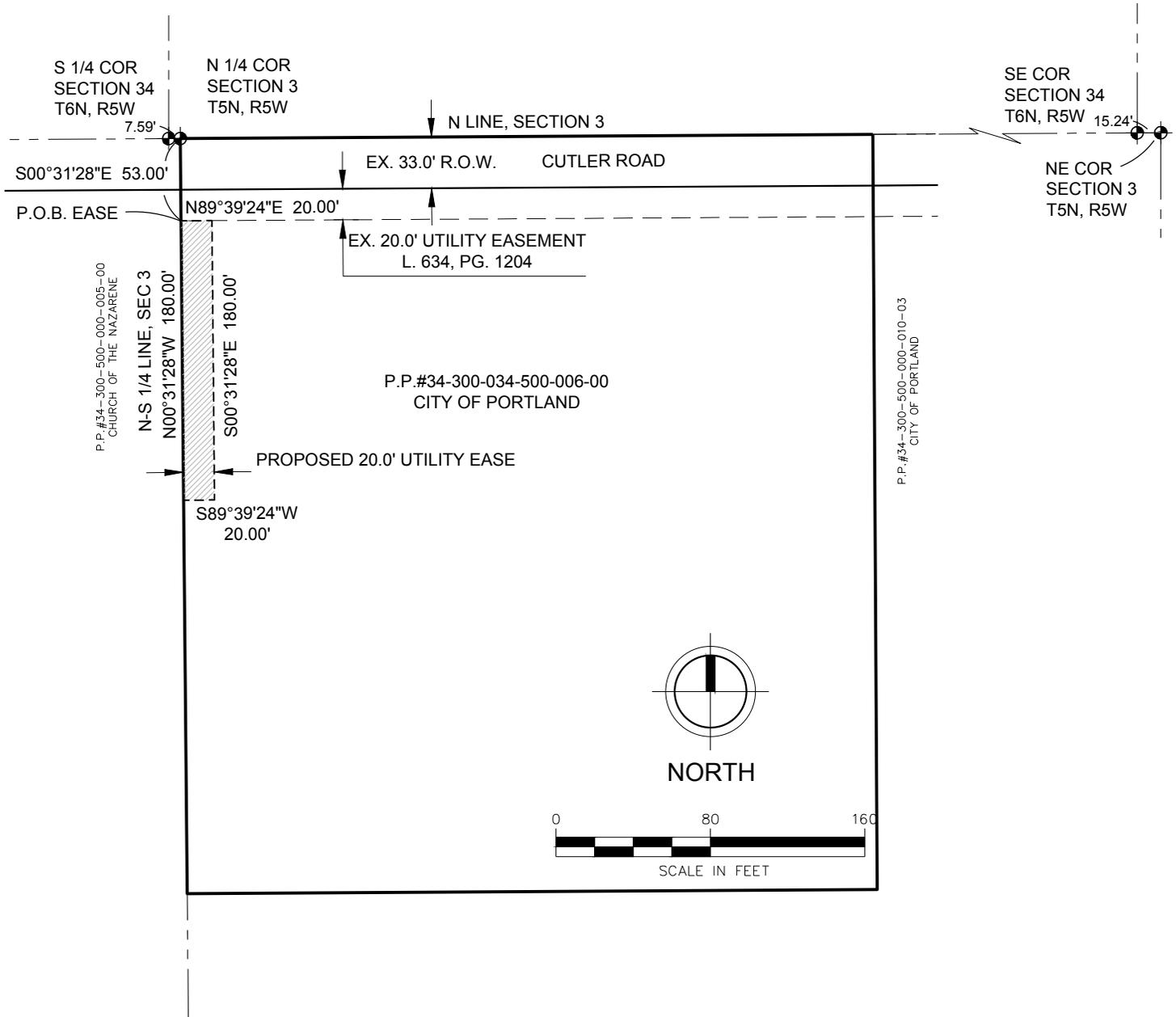
Notary Public
_____ County, Michigan
My commission expires: _____

PREPARED BY:

When Recorded Return To:

FLEIS & VANDENBRINK ENGINEERING, INC.
2960 Lucerne Drive, SE
Grand Rapids, MI 49546

Janet Ogden, City Assessor
City of Portland
259 Kent Street
Portland, MI 48875



P.P.#34-300-034-500-006-00 TAX DESCRIPTION:

PART OF THE NE FRACTIONAL 1/4 OF SEC 3, T5N, R5W, CITY OF PORTLAND, IONIA COUNTY, BEING MORE PARTICULARLY DESC AS FOLLOWS: BEGINNING AT THE N 1/4 CORNER OF SEC 3; THENCE N 89 D 39' 24" E, 448.50 FT ALONG THE N LINE OF SEC 3; THENCE S 00 D 20' 36" E 486.50 FT PERPENDICULAR TO THE N LINE OF SEC 3; THENCE S 89 D 39' 24" W 446.96 PARALLEL WITH THE N LINE OF SEC 3; THENCE N 00 D 31' 28" W 486.50 FT ALONG THE NORTH-SOUTH 1/4 LINE OF SEC 3 TO THE POB. CONTAINING 5 ACRES +/- . SUBJECT TO THE RIGHT OF WAY FOR CUTLER RD AND ANY EASEMENTS OR RESTRICTIOTNS OF USE OR RECORD. SPLIT OCT 2017 FROM PARENT: 34-300-500-000-010-01

EASEMENT DESCRIPTION:

PART OF SECTION 3, TOWN 5 NORTH, RANGE 5 WEST, CITY OF PORTLAND, IONIA COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°31'28" EAST 53.00 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION TO THE SOUTH LINE OF AN EXISTING 20.00 FOOT WIDE UTILITY EASEMENT TO THE POINT OF BEGINNING; THENCE NORTH 89°39'24" EAST 20.00 FEET ALONG THE SOUTH LINE OF SAID EXISTING EASEMENT; THENCE SOUTH 00°31'28" EAST 180.00 FEET; THENCE SOUTH 89°39'24" WEST 20.00 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION; THENCE NORTH 00°31'28" WEST 180.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,600 SQ.FT. WHICH IS 0.08 ACRES OF LAND MORE OR LESS

F&V PROJECT NO.
833100



SKETCH OF EASEMENT
SECTION 3, T5N, R5W
IONIA CO, MICHIGAN

CITY OF PORTLAND
P.P.#34-300-034-500-006-00

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-12

**A RESOLUTION AMENDING RESOLUTION 17-30 FOR THE SPARROW
LAND PURCHASE TRANSACTION**

WHEREAS, by Resolution 17-30, City Council approved the Purchase and Sale Agreement, Declaration of Restrictions and Commission Agreement to sell approximately 5 acres of City property to the Edward W. Sparrow Hospital Association, a copy of Resolution 17-30 is attached as Exhibit A; and

WHEREAS, in anticipation of closing, the title company has requested that the City amend the above referenced resolution requiring only the Mayor to sign the stated documents which would cure any potential defect in the transaction; and

WHEREAS, the City Manager has amended 17-30 as requested and recommends City Council approve same, a copy of amended Resolution 17-30 is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the amended Resolution 17-30 as recommended by the City Manager and attached as Exhibit B.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 20, 2018

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

Mayor Pro-Tem VanSlambrouck, supported by Council Member Fitzsimmons, made a motion to adopt the following resolution:

RESOLUTION NO. 17-30

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the recommendation of the EDC to approve the Purchase and Sale Agreement, Declaration of Restrictions and Commission Agreement, attached as Exhibit A, to sell approximately 5 acres of the Property to Sparrow.
2. The City Council authorizes the publishing of notices of intent to sell City property as required by Section 11.3 of the City Charter.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Absent: None

Abstain: None

RESOLUTION DECLARED ADOPTED.

Dated: April 17, 2017


Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

Mayor Pro-Tem VanSlambrouck, supported by Council Member Fitzsimmons, made a motion to adopt the following resolution:

RESOLUTION NO. 17-30

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the recommendation of the EDC to approve the Purchase and Sale Agreement, Declaration of Restrictions and Commission Agreement, attached as Exhibit A, to sell approximately 5 acres of the Property to Sparrow.
2. The City Council authorizes the publishing of notices of intent to sell City property as required by Section 11.3 of the City Charter.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Absent: None

Abstain: None

RESOLUTION DECLARED ADOPTED.

Dated: April 17, 2017

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, February 5, 2018

In Council Chambers at City Hall

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

Guests: Kathy Parsons

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

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

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Johnston

Nays: None

Adopted

Under City Manager Report, City Manager Gorman stated that the Safe Routes to school project continues to move forward. He met with engineers and representatives of the local schools this morning.

The Draft Parks & Recreation 5-Year Master Plan is still out for public comment through February 12, 2018. The draft plan is available online and at City Hall for review and comment. The Public Hearing will be held on February 20, 2018.

The Escrow Agreement for the potential Sparrow development is nearly complete. The closing on the property is expected to take place in the next couple of weeks.

City Manager Gorman noted that he is still working through the Donation Agreement on the anticipated donation of the property at Grand River Ave. and Divine Hwy. from ADM Alliance Nutrition to the City of Portland.

The Zoning Board of Appeals will meet on Monday, February 12, 2018 to consider the request for appeal of the decision of the Planning Commission denying the Special Land Use request by Terry Frewen for the property at 1323 E. Bridge St.

City Manager Gorman noted that City staff is monitoring the high river levels caused by the recent rains and ice.

The City Council held its annual Goal Session on Monday, January 29, 2018.

Under Presentations, DDA/Main Street Director Conner Wellman presented her report on Downtown activities. The DDA Board has held two special meetings over the past month to review its priorities and plan for the future. The Smith Instruments building at 108 Kent St. was recently purchased by Mark Lewanski. Ted's Barber Shop was recently purchased by Beaufore's Barber Shop and plans to open this

week. Lite's Plus was recently sold to Todd & Nancy Kananen of Howell. An Online Branding Workshop for local business owners was recently held with 16 attendees.

Under New Business, the Council considered Resolution 18-04 to approve a recommendation from the Board of Light & Power to approve proposals from Farabee Mechanical Inc. to perform maintenance and inspection on the 3 diesel generators at the Electric Department. The first proposal in the amount of \$18,316.40 is to perform preventative maintenance on the generators. The second proposal in the amount of \$18,914.50 is to test the catalytic converters as required by the EPA RICE-MACT for compliance. This testing is required every 5 years.

Motion by Baldyga, supported by Johnston, to approve Resolution 18-04 approving the Board of Light and Power's recommendation to approve Farabee Mechanical's proposal to perform maintenance on the diesel generators.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Baldyga, to approve Resolution 18-05 approving the Board of Light and Power's recommendation to approve Farabee Mechanical's proposal to test the catalytic converters on the diesel generators.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 18-06 to approve a proposal from JWC Environmental in the amount of \$16,372.00 to perform maintenance and repair on the Channel Monster grinder unit that was installed in the Wastewater Treatment Plant during the upgrade in 2011. The grinder operates 24/7 and has approximately 55,500 operating hours logged.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 18-06 approving a proposal from JWC Environmental related to maintenance and repair to the Channel Monster grinder at the Wastewater Treatment Plant.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 18-07 to approve a capacity purchase for the Board of Light and Power through the Michigan Public Power Agency. The capacity purchase will meet a portion of the future load requirements for June 1, 2021 through May 31, 2022 by purchasing a capacity not to exceed \$33,600.00.

Motion by Baldyga, supported by VanSlambrouck, to approve Resolution 18-07 approving a capacity purchase for the Board of Light and Power through the Michigan Public Power Agency.

Yeas: Baldyga, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Motion by Johnston, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on January 15, 2018 and the Goal

Setting Session held on January 29, 2018, payment of invoices in the amount of \$117,142.59 and payroll in the amount of \$115,116.68 for a total of \$232,259.27. A purchase order to the Michigan Municipal Electric Association in the amount of \$5,352.00 for 2018 membership dues was also included.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman noted that he has been in contact with Dr. Gene McKay of Western Michigan University who teaches a Masters of Public Administration course. His students will be coming to Portland to evaluate our Economic Development. They will use Portland as a case study.

The Annual Daddy/Daughter Dance will be held at the KC Hall on Wednesday, February 21, 2018 and Thursday, February 22, 2018.

He reminded all residents and business owners that City Ordinances require the removal of snow from all sidewalks within 10 hours of a snow event.

City Manager Gorman further noted that Mayor Barnes was featured on NPR this past week and gave a great review of the Portland community and its accomplishments.

City Manager Gorman stated that a video provided by the Michigan State Police regarding human trafficking was posted on the City's Facebook page in an effort to educate the public.

Under Council Comments, Council Member Baldyga addressed the topic of human trafficking and stated that his goal is to facilitate the conversation regarding this important issue. More information will be forthcoming in order to raise awareness.

Mayor Barnes stated that he was pleased to represent the City on WKAR-East Lansing last Monday.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 7:37 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the February 5, 2018 City Council Meeting

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

Present – Mayor Barnes; Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga and Johnston; City Manager Gorman; City Clerk Miller; DDA/Main Street Director Conner Wellman; Police Sergeant Groenhof; Police Officer Kauffman

Presentation – DDA/Main Street Director Conner Wellman presented her report on Downtown activities.

Approval of Resolution 18-04 approving the Board of Light and Power’s recommendation to approve Farabee Mechanical’s proposal to perform maintenance on the diesel generators.

All in favor. Adopted.

Approval of Resolution 18-05 approving the Board of Light and Power’s recommendation to approve Farabee Mechanical’s proposal to test the catalytic converters on the diesel generators.

All in favor. Adopted.

Approval of Resolution 18-06 approving a proposal from JWC Environmental related to maintenance and repair to the Channel Monster grinder at the Wastewater Treatment Plant.

All in favor. Adopted.

Approval of Resolution 18-07 approving a capacity purchase for the Board of Light and Power through the Michigan Public Power Agency.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:37 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
AMY MOORE	MISC	OVERPAYMENT AMBULANCE RUN - AMBULANCE	891.76
ACE-TEX ENTERPRISES INC.	MISC	BOXES OF RAGS - MTR POOL, ELECTRIC	719.00
BADER & SONS CO.	00031	SNOW BLOWER - ELECTRIC	499.00
BADGER METER INC.	02247	READCTR SERV UNIT - WATER	390.00
B&W AUTO SUPPLY, INC.	00030	PARTS, SUPPLIES - AMB, MTR POOL	1,725.61
BERTMAN TOOLS LLC	02430	TOOLS - ELECTRIC	495.75
BOUND TREE MEDICAL LLC.	01543	STETHOSCOPE DUALHEAD TEACHING NON CHILL - AMBU	32.58
CENTURYLINK	01567	PHONE SERVICE - GEN, ELEC, WW, WTR, MTR POOL	3.37
CINTAS-725	00083	UNIFORM & RUG CLEANING - VARIOUS DEPTS	1,065.65
CLARK HILL PLC	01422	LEGAL SERVICES - GENERAL	1,026.00
CLEAN HARBORS ENVIRONMENTAL SERVICE	02120	ASSISTANCE WITH CLEAN UP - ELECTRIC	1,924.50
CLEAN HARBORS ENVIRONMENTAL SERVICE	02120	ASSISTANCE WITH CLEANUP - ELECTRIC	750.00
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	427.37
CMP DISTIBUTORS INC.	01745	SUPPLIES - POLICE	107.50
COOK BROS EXCAVATING	00101	INSTALLATION OF 45 LFT OF 3/4 COPPER WATER SVC	1,040.00
COOK BROS EXCAVATING	00101	INSTALLATION OF 60 FT OF 3/4 COPPER WATER SVC	1,370.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	1,254.54
CONSUMERS ENERGY	00095	GAS SVC - WASTW WTR	10.47
CRYSTAL MORGAN	MISC	APPEAL - ASSESSING	741.00
CULLIGAN	02130	WATER - CITY HALL	13.00
DETROIT SALT COMPANY	01497	ROAD SALT - MAJ STS, LOC STS	2,097.53
ELHORN ENGINEERING	00139	EL-CHLOR 5GAL L-L WATER	484.50
FAMILY FARM & HOME	01972	MANURE FORK - ELECTRIC	49.99
FIRE PROS, INC.	00151	REPAIR/REPLACE SPRINKLER VALVE IN WAREHOUSE -	1,485.00
FIRE PROS, INC.	00151	INSPECTION FEE - POLICE	83.90
FIRE PROS, INC.	00151	FIRE EXTINGUISHER INSPECTION FEE- AMBULANCE	89.00
FIRE PROS, INC.	00151	FIRE EXTINGUISHER SVC - MTR POOL	156.00
FLEIS & VANDENBRINK	00153	DPW ENVIRONMENT REVIEW/SITE VISIT - GENERAL	256.32
GARY'S HEATING SERVICE INC	00826	LABOR & SERVICE CALL - ELECTRIC	150.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
PHIL GENSTERBLUM	00164	MILEAGE REIMB - CODE, AMB	420.44
GRANGER CONTAINER SERVICE	00175	REFUSE - POLICE, COMM PROMO, ELECTRIC	152.58
GRANGER CONTAINER SERVICE	00175	REFUSE - REFUSE	12,361.42
GRANGER CONTAINER SERVICE	00175	REFUSE - WASTE WTR	152.58
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - CEM, PARKS, MTR POOL	748.52
NEIL BROWN	01796	REIMB FOR CONFERENCE - PARKS	357.52
S. TUTT GORMAN	02311	MILEAGE AND HOTEL REIMB FOR CONFERENCE - CITY	496.71
TIM GROENHOF	01919	MEAL FOR TRAINING - POLICE	15.98
GROSS MACHINE SHOP	00180	REPAIR AT HYDRO PLANT - ELECTRIC	15.00
HOMETOWN SPORTS, INC.	01326	SAFTY AWARD CLOTHING - VARIOUS DEPTS	2,670.00
HYDROCORP	02340	INSPECTION & REPORTING SERVICES - WATER	499.00
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMB	93.85
INSOURCE SOLUTIONS GROUP INC.	01813	E-FILING MAINTENANCE - INCOME TAX	1,500.00
IONIA OCCUPATIONAL HEALTH SERVICES	02275	HEP A VACCINES & DOT EXAM - AMB, WASTE WTR	380.00
KENDALL ELECTRIC	00225	EXTERIER BUILDING LIGHT FIXTURE - WASTE WTR	237.69
KEUSCH SUPER SERVICE	00228	OIL FILTER & CHANGE - ELECTRIC	55.21
KEUSCH SUPER SERVICE	00228	OIL FILTER & CHANGE - ELECTRIC	55.21
LANSING UNIFORM COMPANY	00962	UNIFORMS - POLICE	299.70
LANSING SANITARY SUPPLY	02485	SUPPLIES - CEMETERY	366.61
MHR BILLING	01780	JANUARY BILLING - AMBULANCE	1,494.00
MICHIGAN.COM	02336	LEGAL NOTICES - GEN, PARKS, REC	204.00
MCFADDEN LAW OFFICE PLLC	02299	LEGAL SERVICES - POLICE	425.39
MICHIGAN CAT	01920	PARTS - MTR POOL	132.73
MICHIGAN CAT	01920	PARTS - MTR POOL	1,346.20
MICHIGAN MUNICIPAL LEAGUE	00285	MEMBERSHIP - GENERAL	2,951.00
MICHIGAN ELECTION RESOURCES	00278	QVF VOTER ID CARD - ELECTIONS	89.91
MICTA	01536	MEMBERSHIP - GERERAL	100.00
MIRECS	01928	DUES - ELECTRIC	20.10
MODERN MARKETING INC.	01755	DRUG TEST KITS - POLICE	403.01

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MINE SAFETY APPLIANCES CO, LLC	02302	SUPPLIES - WASTE WTR	318.81
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS	3,569.00
TODD WENZEL BUICK GMC	MISC	2018 GMC DIERRA PICKUP TRUCK - MTR POOL COUNC	28,820.75
MRWA	01935	PERMIT FOR CONFINED SPACE ENTRY - WASTE WTR	135.00
MUNICIPAL SUPPLY CO.	00324	BRASS ADAPTER - WASTE WTR	38.75
MUNICIPAL SUPPLY CO.	00324	VALVE BOX EXTENSION - WATER	45.10
OLD DOMINION BRUSH	00341	BEARING - MTR POOL	47.99
OLD DOMINION BRUSH	00341	PARTS FOR LEAF MACHINE - MTR POOL	415.00
OLD DOMINION BRUSH	00341	PARTS FOR LEAF MACHINE - MTR POOL	1,666.39
OLD DOMINION BRUSH	00341	PARTS FOR LEAF MACHINE - MTR POOL	1,182.39
OLD DOMINION BRUSH	00341	BOLTS - LEAF MACHINE	29.13
PLEUNE SERVICE COMPANY INC.	00741	SERVICE HVAC - CITY HALL	568.94
PAMA	01370	PLUMBING & APPLIANCE - GENERAL	354.04
POWER LINE SUPPLY COMPANY	00389	TEST & REPLACE GLOVES AND SLEEVES - ELECTRIC	532.25
PREMIER SAFETY	02465	REPAIR & CALIBRATE AIR QUALITY TESTER - ELECTR	369.74
PRIORITY HEALTH	MISC	REIMB FOR AMB RUN OVERPAYMENT - AMBULANCE	852.64
SENTINEL-STANDARD, INC.	00212	LEGAL NOTICE - WASTE WTR	74.75
STATE FARM	MISC	OVERPAYMENT AMBULANCE BILL - AMBULANCE	150.00
SUPERIOR ASPHALT INC	02348	COLD PATCH - MAJ STS, LOC STS	500.00
TOM'S FOOD CENTER	00452	PARTS, SUPPLIES - VARIOUS DEPTS	447.94
TRACY SZYMANSKI	MISC	TRANSCRIPTION FEES - POLICE	57.40
TROJAN TECHNOLOGIES	02175	LAMP SLEEVE KIT - WW	353.95
USA BLUEBOOK	01850	SHOP VAC - WATER	167.32
USA BLUEBOOK	01850	PARTS, SUPPLIES - WASTE WTR	263.12
USA BLUEBOOK	01850	PARTS, SUPPLIES - WASTE WTR	30.58
USA BLUEBOOK	01850	POTASSIUM PHOSPHATE MONOBASIC - WASTE WTR	21.95
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA FACTOR - ELECTRIC	225.00
VERIZON WIRELESS	00470	TELEPHONE & DATA SVC - VARIOUS DEPTS	630.22
BRIAN KRIEGER	00568	OFFICIALS - REC	50.00

CITY OF PORTLAND INVOICE REGISTER

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
BRYAN SCHEURER	00600	OFFICIALS - REC	50.00
BRIAN RUSSELL	00593	OFFICIALS - REC	75.00
FRED KRAMER	00564	OFFICIALS - REC	100.00
TIM STOPZYNSKI	02438	OFFICIALS - REC	75.00
MARCO WILLIAMS	02393	OFFICIALS - REC	100.00
DONALD CHUBB	01799	OFFICIALS - REC	100.00
MIKE FULLER	01801	OFFICIALS - REC	100.00
BRANDON SCHEURER	02394	SCOREKEEPERS - REC	28.00
OWEN RUSSELL	02249	SCOREKEEPERS - REC	51.00
HANNAH DENSMORE	02300	SCOREKEEPERS -REC	49.00
NATHANIEL LEAHY	02424	SCOREKEEPERS - REC	14.00
KATELYN RUSSELL	02457	SCOREKEEPERS - REC	14.00
RYAN LAY	02477	SCOREKEEPERS - REC	45.00
GRAHAM WOHLSCHEID	02423	SCOREKEEPERS - REC	30.00
NATHAN LEHNERT	02496	SCOREKEEPERS - REC	45.00
CITY OF PORTLAND-PETTY CASH	00701	POSTAGE & MILEAGE REIMB - VARIOUS DEPTS	308.55
Total:			\$90,486.40

**BI-WEEKLY
WAGE REPORT
February 12, 2018**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	8,825.15	161,741.92	2,754.06	48,226.38	11,579.21	209,968.30
ASSESSOR	932.72	16,970.11	86.55	1,815.24	1,019.27	18,785.35
CEMETERY	1,403.99	53,366.18	611.81	14,055.72	2,015.80	67,421.90
POLICE	14,193.00	237,847.79	3,304.49	78,314.59	17,497.49	316,162.38
CODE ENFORCEMENT	628.23	12,523.42	154.04	2,283.81	782.27	14,807.23
PARKS	959.86	33,437.50	360.93	6,167.27	1,320.79	39,604.77
INCOME TAX	1,907.98	33,828.81	950.39	14,266.48	2,858.37	48,095.29
MAJOR STREETS	4,611.83	55,365.70	2,841.53	27,263.83	7,453.36	82,629.53
LOCAL STREETS	3,590.67	51,787.49	2,157.83	25,226.93	5,748.50	77,014.42
RECREATION	2,156.71	25,918.82	567.02	7,598.26	2,723.73	33,517.08
AMBULANCE	10,828.90	201,603.73	2,226.01	40,743.22	13,054.91	242,346.95
DDA	2,139.50	41,444.45	432.97	7,285.15	2,572.47	48,729.60
ELECTRIC	15,805.48	303,174.87	7,139.11	98,429.37	22,944.59	401,604.24
WASTEWATER	8,701.78	165,580.12	3,301.15	56,695.75	12,002.93	222,275.87
WATER	4,445.82	89,400.03	1,950.59	37,176.13	6,396.41	126,576.16
MOTOR POOL	2,961.64	45,914.23	1,770.01	22,740.09	4,731.65	68,654.32
TOTALS:	84,093.26	1,529,905.17	30,608.49	488,288.22	114,701.75	2,018,193.39

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 2/15/18
MEETING DATE 2/19/18

Fund	Description	Beginning Balance 2/1/18	Total Cash in	Total Cash out	Cash Balance 2/15/18	Time Certificates	Ending Balance 2/15/18	
101	GENERAL FUND	2,587,630.25	107,849.75	(180,744.21)	2,514,735.79	235,000.00	2,749,735.79	
105	INCOME TAX FUND	93,755.64	2,858.37	(8,344.94)	88,269.07	10,000.00	98,269.07	
150	CEMETERY PERPETUAL CARE FUND	39,967.20	-	-	39,967.20		39,967.20	
202	MAJOR STREETS FUND	194,542.38	9,944.60	(26,128.65)	178,358.33		178,358.33	
203	LOCAL STREETS FUND	90,151.25	7,653.22	(32,435.77)	65,368.70		65,368.70	
208	RECREATION FUND	6,462.75	4,259.56	(10,862.61)	(140.30)		(140.30)	
210	AMBULANCE FUND	73,399.94	30,071.76	(34,302.59)	69,169.11		69,169.11	
245	MSHDA LOFT FUND	-	-	-	-		-	
248	DDA FUND	268,737.86	2,584.76	(8,445.33)	262,877.29		262,877.29	
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	600,244.01	-	-	600,244.01		600,244.01	
520	REFUSE SERVICE FUND	10,323.24	4,699.27	(580.78)	14,441.73		14,441.73	
582	ELECTRIC FUND	385,276.56	171,097.26	(130,775.08)	425,598.74	530,000.00	955,598.74	
590	WASTEWATER FUND	(131,324.03)	38,181.53	(60,363.44)	(153,505.94)		(153,505.94)	
591	WATER FUND	102,945.86	27,321.37	(33,752.52)	96,514.71	420,000.00	516,514.71	
661	MOTOR POOL FUND	38,805.02	17,958.88	(51,829.77)	4,934.13		4,934.13	
703	CURRENT TAX FUND	13,246.19	189,030.62	(166,744.42)	35,532.39		35,532.39	
TOTAL - ALL FUNDS		4,377,526.37	613,510.95	(745,310.11)	4,245,727.21	1,195,000.00	5,440,727.21	
						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	947,918.75	947,918.75
						ELECTRIC-PRIN & INT ESCROW	185,760.36	185,760.36
						WASTEWATER DEBT ESCROW	225,336.71	225,336.71
						WASTEWATER REPAIR ESCROW	30,779.85	30,779.85
						DDA-PRIN & INT ESCROW	501.77	501.77
								<u>7,531,024.65</u>

***Customer Deposit Breakdown**

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

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	947,918.75	947,918.75
ELECTRIC-PRIN & INT ESCROW	185,760.36	185,760.36
WASTEWATER DEBT ESCROW	225,336.71	225,336.71
WASTEWATER REPAIR ESCROW	30,779.85	30,779.85
DDA-PRIN & INT ESCROW	501.77	501.77

**Minutes of the Zoning Board of Appeals
Of the City of Portland**
Held on Monday, August 14, 2017 at 7:00 P.M.
In Council Chambers at City Hall

Members Present: Barnes, Graham, Fedewa, Parsons, Stahl

Staff: City Manager Gorman, City Clerk Miller, Deputy Zoning Administrator Gensterblum

Guests: Todd Goodman of Goodman Homes; Renee Goodman

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

City Clerk Miller opened the floor for nominations for Chair.

Motion by Graham, supported by Barnes, to keep the same officers of Parsons as Chair, Stahl as Vice Chair and Graham as Secretary.

There were no other nominations.

City Clerk Miller closed the floor for nominations and held the vote on the motion.
All in favor. Approved.

There were no public comments.

Motion by Barnes, supported by Fedewa, to approve the proposed agenda as presented.

Yeas: Barnes, Fedewa, Stahl, Graham, Parsons

Nays: None

Approved

Motion by Graham, supported by Fedewa, to approve the minutes of the December 12, 2016 meeting as presented.

Yeas: Graham, Fedewa, Barnes, Stahl, Parsons

Nays: None

Approved

Chair Parsons opened the Public Hearing at 7:03 P.M.

City Manager Gorman provided an overview and photos of the request by Kirk & Renee Goodman to consider the request for a variance from the maximum height requirement (48") for fences in the front yard in a residential district (Sec. 42-303) for the residence located at 834 E. Bridge Street,(located at the corner of Bridge and East streets) to install a 5-foot decorative fence in front lawn to keep their dogs safe from Bridge Street traffic and to add value to the home. Section 42-303 of the Zoning Ordinance states that fences in the front yard can only be 48" high. The Zoning Ordinance defines what a front yard is and does not allow much flexibility. The issue with the zoning compliance on installation of this fence was discovered when Deputy Zoning Administrator Gensterblum observed the fence posts being installed.

Todd Goodman explained that he didn't know that a fence permit was required for installation of a fence in the City of Portland as he doesn't do much work in the City. He further stated that he does not agree with the requirements of the Zoning Ordinance.

Renee Goodman suggested the Zoning Ordinance be changed to address the size and shape of the properties.

Todd Goodman also referenced the moratorium that was put in place after the tornado in June of 2015.

City Manager Gorman explained the distinction between the current noncomplying fences and the damage done by the tornado.

Chair Parsons went through the criteria for the request based on the Application for Zoning Variance.

Under Criterion #1, not allowing a 5-foot fence would prevent the property owner from using the front yard to keep their pets in a safe area. There are two frontages to the property as it is located at the corner of Bridge and East streets.

Under Criterion #2, the property is located on a corner. The traffic levels are very high on both East and Bridge streets; securing the front yard will make it safer for pets and young children.

Under Criterion #3, the fence would add value to the property. The proposed fence is non-obstructive and would not affect the neighbors.

The letters and comments of support submitted by Bruce Ackerson, Brian Brown, and Josh Hoskins in favor of installation of the fence were noted for the record.

Under Criterion #4, the property had two frontages when it was purchased by the owner.

Under Criterion #5, the applicant wishes to maintain the beauty and character of Portland by maintaining and adding value to their property. They also wish to keep the property safe and secure.

City Manager Gorman noted the City has done their best to administer the Zoning Ordinance as fairly as possible.

Chair Parsons closed the Public Hearing at 7:19 P.M.

Under New Business, the board considered the request for a variance from the maximum height requirement (48") for fences in the front yard in a residential district (Sec. 42-303) for the residence located at 834 E. Bridge St.

Motion by Graham, supported by Fedewa, to approve the request for a variance from the maximum height requirement (48") for fences in the front yard in a residential district (Sec. 42-303) for the residence located at 834 E. Bridge St. as requested.

Mayor Barnes commented that when ordinances are passed, the belief is that they are best for the community, but there are always so many variables that every situation cannot be considered.

The vote for the motion on the table was held.

Yeas: Graham, Fedewa, Barnes, Stahl, Parsons

Nays: None

Approved.

City Manager Gorman provided an update on developments throughout the community including Muffler Man, McDonalds, ConfluxCity Brewery, the Opera Block properties, Sparrow, the Keusch property auction, the James St. Improvement Project and the progress made by The WODA Group on the redevelopment of Old School Manor.

Motion by Barnes, supported by Stahl, to adjourn the meeting at 7:28 P.M.

Yeas: Barnes, Stahl, Fedewa, Graham, Parsons

Nays: None

Adjourned.

Respectfully submitted,

Jayne Graham, Secretary

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

Held on Thursday, January 18, 2018
In Council Chambers at City Hall

Members Present: Gorman, VanSlambrouck, Briggs, Grimminck, Pung, Antaya, Blastic

Members Absent: Barnes, Frewen, Hodge

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

Guests: None

Chair Grimminck called the meeting to order at 3:31 P.M.

There was no public comment.

Motion by VanSlambrouck, supported by Blastic, to approve the agenda as presented.

All in favor. Adopted.

Motion by Pung, supported by VanSlambrouck, to approve the minutes of the December 21, 2017 meeting with correction of “in one year” to “at one year” in the 10th paragraph on the first page.

All in favor. Adopted.

Motion by VanSlambrouck, supported by Blastic, to approve the Treasurer’s Report as presented.

All in favor. Adopted.

There were no Team Reports.

Under Old Business, Director Conner Wellman reminded everyone about the Crowdfunding Small Business opportunity. Businesses can raise up to \$25,000.00 with a match from MEDC.

Director Conner Wellman noted that she has emailed the DDA Board Member Agreements to those board members she has not received a signed agreement from. She also noted that there are some board members still need to sign the Conflict of Interest agreements.

Under New Business, Member Briggs stated that the sign for the Portland Family Chiropractic has been completed as approved. She stated that the Design Committee recommends approval of the disbursement of funds for the Sign Grant.

Motion by VanSlambrouck, supported by Pung, to disburse the funds for the Sign Grant approved for Portland Family Chiropractic.

City Manager Gorman stated he wants to ensure that the DDA continues to evaluate the grant processes.

Member Antaya stated that he disagrees with approving this Sign Grant as he doesn’t feel that funding should be provided for a sign change due to a change of business ownership.

There was discussion.

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

Director Conner Wellman read the Mission Statement.

Director Conner Wellman noted that she has created a preparation packet for the planning session that will be held on Friday, February 2, 2018 from 3:00 – 5:30 P.M. to discuss future planning and the Fiscal Year 2018/2019 Budget.

Director Conner Wellman noted that there has been discussion of merging the Organization & Finance Team with the Promotions & Marketing Team and the Design Team with the Business Enhancement Team. She inquired if the Board wants to merge them now or later.

The DDA Board concurred they should not be merged until after the February 2, 2018 planning meeting.

Director Conner Wellman stated that the National Main Street Conference will be held in Kansas City, MO, March 25-29, 2018. Council Member Johnston is Chair of the Promotions & Marketing Team and has asked to attend.

Under the Director Report, Director Conner Wellman reported that a business owner workshop, Online Branding, will be held on January 24, 2018.

The Promotions & Marketing Team will be inviting two students from both St. Patrick and Portland High School to join the team. The team is interested in getting a new perspective.

The Community Guides have been sent out to the State Welcome Centers.

The Portland Area Chamber of Commerce will hold its annual Awards Banquet on Monday, January 22, 2017 at the Wagon Wheel.

Under Board Member Comments, Member Blastic asked if he could get a digital volunteer application that could be posted to social media feeds.

City Manager Gorman noted that the Portland Area Chamber of Commerce will honor Rev. Marilyn Danielson of the Congregational Church and Father Larry King of St. Patrick Church at its annual Awards Banquet.

Motion by VanSlambrouck, supported by Blastic, to adjourn the meeting at 3:59 P.M.
All in favor. Adopted

Respectfully submitted,

Kory Blastic, Secretary

PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR JANUARY 2018

NPDES COMPLIANCE

The City WWTP was in compliance with the NPDES permit limitations for the month of January 2018. Complete copies of all discharge Monitoring Reports are on file at the WWTP.

OPERATIONS

The WWTP treated **11.5 million gallons** and discharged **8.6 million gallons** for the month of January. The CBOD was 4 ppm, the Total Suspended Solids was 6 ppm, the phosphorus was 0.7 ppm, and the Fecal Coliform was 35 counts/100ml.

The WWTP Annual Report was completed and turned in before the deadline.

In preparation for the upcoming DEQ exams in May, Tony Smith has been enrolled in several classes. In February and March he will be attending a Confined Space Entry training class, Activated Sludge I & II, Anaerobic Digester Operation. In April he will be taking a Wastewater Math class and the Class D Exam Preparation class.

During the month the WWTP operators noticed that rags were beginning to pass through the channel rag grinder ahead of the pumps. This has caused numerous problems with the raw sewage sample line in the channel. They also found a considerable accumulation of rags in the raw sewage pump check valves. Most of these are later caught by the raw sewage fine screen. However, we have noticed rags further downstream in the treatment process. A quote to exchange our worn grinder was obtained and City Council passed a resolution to proceed. The equipment has been ordered.

Maintenance & Capitol Expenses for January 1, 2018 to January 31, 2018

ITEM	COST
Tom's Do It Center – Misc.	\$ 41.52
NCL – Lab supplies	\$ 798.10
USA Bluebook – Sch 80 PVC Fittings, Potassium Phosphate	\$ 315.65
Fire Pros – Annual Fire Extinguisher Inspection	\$ 201.40
Pleune Service – Boiler Sight Glass	\$ 42.24
Aerzen – Air Filters	\$ 433.20
Michco – Sidewalk Ice Melt	\$ 277.75
Argus-Hazco – Gas meter calibration	\$ 84.01

Environmental Sales – Vogelsang Pump Wearplates	\$	1096.96
Grainger – Fluorescent Light Bulbs	\$	314.94
MWEA – Training Classes	\$	745.00
MRWA – Confined Space Training	\$	135.00
UIS – VT SCADA Cruise Subscription Fee	\$	450.00
Municipal Supply – 2 ½” Hydrant Cap	\$	25.00
Michigan Agri Business – Biosolids December Haul	\$	8755.02
Trojan UV – Lamp, Quartz Sleeve, and O-ring Kit	\$	258.00
		<hr/>
	Total Monthly Expenses	\$ 13973.79
	Total Spent YTD	\$ 42346.83

WASTEWATER COLLECTION SYSTEM ACTIVITY

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

SEWER CALLOUTS

January 16, 2018

At 9:00AM a call was received at the WWTP that there was sewage flowing from a manhole on Lillian Blvd. The WWTP crew arrived on the scene and soon discovered that this manhole was part of the Apartment buildings service lateral and not part of the City Main. The Apartment manager said that she had already called a plumber and that they were already enroute.

Respectively Submitted,
 Doug Sherman
 WWTP Superintendent

IONIA COUNTY BOARD OF COMMISSIONERS

February 13, 2018 - 3:00 p.m.
Commissioners' Meeting Room – Courthouse – 3rd Floor

AGENDA

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

(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Resolution Pledging Full Faith and Credit to Arnold Drainage District Bonds
 - B. Bid acceptance for Herbrucks Expansion Project
 - C. Davenport University Affiliation Agreement with Health Department
 - D. Request to fill Probation Compliance Officer Position
 - E. Sheriff's Office Budget Amendment
 - F. Household Hazardous Waste Disposal Agreement Extension
 - G. Acknowledgment of Applications for Appointment
 1. Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services Emergency ARES/RACES Coordinator
 - H.
- IX. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. County Administrator

X. Reports of Special or Ad Hoc Committees

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

XII. Closed Session

1. Union Negotiations Update

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- 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 2019. One of these positions serves as an alternate member.
- Parks Advisory Board – Two two-year terms expiring January 2019. One serves as a Member-at-Large from the Lyons Area; one serves as a General Public Representative.
- West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee – One one-year term, expiring December 2018.

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

- *Community Mental Health Services Board* – Four three-year terms.

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

- *Area Agency on Aging of Western Michigan Advisory Council* – One three-year term.
- *Commission on Aging Board* – Three three-year terms.
- *Land Bank Authority* – Two three-year terms.

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

February 20, 2018 - 3:00 p.m.
Commissioners' Meeting Room – Courthouse – 3rd Floor

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Approval of Agenda
 - A. Consideration of additional items
- V. Public Comment
(3 minute time limit per speaker - please state name/organization)
- VI. Unfinished Business
 - A.
- VII. New Business
 - A. Bob Lathers, CEO for The Right Door - Progress of Right Door, Upcoming Retirement and Introduction of new CEO
 - B. Departmental Reports
 - 1. Prosecuting Attorney
 - 2. Building & Grounds/Parks & Rec
 - 3. Public Health
 - 4. Treasurer
 - 5. Animal Shelter
 - C.
- VIII. Reports of Officers, Board and Standing Committees
 - A. Chairperson
 - B. Commissioners
 - C. County Administrator
- IX. Reports of Special or Ad Hoc Committees
- X. Closed Session
- XI. Adjournment