



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

7:00 P.M. Monday, July 16, 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>Motion to Excuse Council Member Johnston</u>	Decision
7:04 PM	V. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	VI. <u>City Manager Report</u>	
	VII. <u>Presentations</u> - None	
	VIII. <u>Public Hearing(s)</u> – None	
	IX. <u>Old Business</u> – None	
	X. <u>New Business</u>	
7:15 PM	A. Proposed Resolution 18-58 Approving a SAW Grant Professional Services Agreement with Fleis & VandenBrink and Authorizing the City Manager to Sign Same	Decision
7:20 PM	B. Proposed Resolution 18-59 Approving Change Order No. 2 to the Contract with CL Trucking, Inc. for the James Street Improvements Project	Decision
7:22 PM	C. Proposed Resolution 18-60 Approving Pay Request No. 5 to CL Trucking, Inc. for Work Done on the James Street Improvement Project	Decision
7:25 PM	D. Proposed Resolution 18-61 Confirming the Mayor’s Appointment to City Boards and Commissions	Decision
7:27 PM	XI. <u>Consent Agenda</u>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting held on July 2, 2018	
	B. Payment of Invoices in the Amount of \$140,431.86 and Payroll in the Amount of \$105,689.63 for a Total of \$246,121.49	
	C. Purchase Orders over \$5,000.00 1. Superior Asphalt Inc. in the Amount of \$5,050.00 for Riverside Dr. Paving – Sewer Main Repair	
	XII. <u>Communications</u>	
	A. Planning Commission Minutes from March 14, 2018	
	B. Water Department Report for June 2018	

**Estimated
Time**

**Desired
Outcome**

- C. Wastewater Treatment Plant Report for June 2018
- D. Police Department Report for June 2018
- E. Portland Area Fire Authority Agenda for July 12, 2018
- F. Portland Area Fire Authority Run Report for June 2018
- G. Portland Area Fire Authority Activity Report for June 2018
- H. Ionia County Board of Commissioners Agenda for July 10, 2018
- I. MPSC Notice of Hearing for Consumers Energy
- J. MPSC Notice of Hearing for Consumers Energy
- K. MPSC Notice of Hearing for Consumers Energy
- L. MPSC Notice of Hearing for Consumers Energy

7:30 PM

XIII. Other Business - None

7:35 PM

XIV. City Manager Comments

7:40 PM

XV. Council Comments

7:45 PM

XVI. Adjournment

Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-58

A RESOLUTION APPROVING A SAW GRANT PROFESSIONAL SERVICES AGREEMENT WITH FLEIS & VANDENBRINK AND AUTHORIZING THE CITY MANAGER TO SIGN SAME

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) is administering a Stormwater Asset Management, and Wastewater Asset Management (SAW) grant and loan program, which provides grants for costs associated with planning and design of sewage collection and treatment projects, development of asset management plans for sanitary and stormwater systems, development of stormwater plans, and pilot testing of innovative projects; and

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

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

WHEREAS, the City Manager recommends approving the SAW Grant Professional Services Agreement with Fleis & VandenBrink, attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

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

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 16, 2018

Monique I. Miller, City Clerk



July 11, 2018

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

RE: Stormwater, Asset Management & Wastewater (SAW) Project

Dear Tutt:

Congratulations once again on the City's SAW grant. As we've discussed, the City received funding in Year 5 of the program (awarded late in 2017). The program is a 3-year process, ending in 2020 with a total project award of \$790,700 (\$532,190 for wastewater and \$258,510 for stormwater). During the application process, we were able to obtain a "disadvantaged community" status for the City in the wastewater category, resulting in 100% grant for that portion of the project. The maximum grant for the stormwater category was 90%, leaving the City responsible for just \$25,851 of the total.

The program's goal is to help communities manage their wastewater and stormwater assets more efficiently and effectively. Briefly, the project consists of the following:

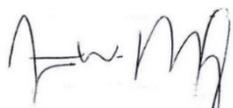
- Develop a Geographic Information System (GIS) for the wastewater and stormwater systems. GIS combines mapping with system information (televising, record drawings, etc.) for staff to easily access system information and pass on knowledge to future generations. The project budget includes hardware purchases for the City to utilize the new system.
- Evaluate the existing infrastructure. This includes a wide range of activities both in the field (manhole assessments, sewer televising, flow monitoring, treatment plant evaluation, etc.) and in the office (review of maintenance records, drawings, etc.). The project includes budget for City staff to clean the sewers ahead of televising, which will serve as the City's local match.
- Analyze the risk and consequence of failure. This analysis considers both the condition of the City's assets and their importance to the overall system.
- Develop a capital improvements plan (CIP). SAW doesn't fix the deficiencies, but identifies them so that they can be properly prioritized and funded.
- Work with the City to set goals for the Level of Service it provides to its customers/residents.
- Develop/refine a rate structure and sustainable user charge system for the wastewater system. The project includes budget for the City to retain the services of a rate consultant, so that the CIP needs can be incorporated. The City isn't required to set rates to completely fund the CIP, but council can see the needs quantified and make an informed decision for its citizens.
- Prepare an asset management plan for both systems, assembling the data gathered, analysis, CIP, etc. The executive summary will be submitted to MDEQ. We will be meeting with City staff and council throughout the project, concluding with a presentation of the final report.

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

Attached are the Professional Services Agreement (required prior to the City making its first reimbursement request), Scope of Work and Application Estimate (both from the 2013 application). We look forward to continuing our work with you on this project. Please feel free to contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK

A handwritten signature in black ink, appearing to read 'Jonathan W. Moxey', written over a faint rectangular stamp.

Jonathan W. Moxey, P.E.
Project Manager

Encl.

SAW PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, Michigan 49546
P: 616.977.1000 F: 616.977.1005

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and the City of Portland, whose address is 259 Kent Street, Portland, MI 48875, ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows; **Scope of Services as described in Scope of Services, Exhibit A, as attached.**

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference; **none.**

COMPENSATION OF ENGINEER:

This contract is an Hourly Fee contract plus 1.1 times reimbursable expenses for the computer(s), GIS Software, Hardware, PACP & MACP Training, Sewer Televising, and Metering/Modeling & Preliminary Sizing. Quotes will be obtained for the computers, GIS Software and Hardware. The City will be performing sewer cleaning in advance of televising.

<u>Description</u>	<u>F&V Budget</u>	<u>City Budget</u>
GIS Software/Hardware	\$15,500	
Televising, Cleaning, and Lateral Locating Wastewater Sewers	\$104,739	\$17,461
Metering/Modeling & Preliminary Sizing	\$106,900	
PACP & MACP Training	\$1,800	\$900
Televising, Cleaning Storm Sewers	<u>\$35,650</u>	<u>\$7,950</u>
Total Hourly Fee Portion of Contract	\$264,589	\$26,311

The remaining tasks for this contract as identified below are on a not-to-exceed lump sum fee basis. Each task is outlined in Exhibit A in the attached Scope of Services. The budget assumes the City will contract with a rate consultant to develop the user charge system and rate structure. The fee summary is as follows:

<u>Description</u>	<u>F&V Budget</u>	<u>City Budget</u>
Application/Planning:	\$12,800	
User Charge System Development Budget:		\$7,000
WW Asset Management Plan, Asset Inventory, Mapping, and GIS	\$283,000	
GIS Training	\$7,200	
WW Level of Service and Rate Structure Development	\$5,300	\$5,000
Storm Asset Management Plan, Asset Inventory, Mapping, and GIS	\$173,900	
Storm Level of Service	<u>\$5,600</u>	
Total Not-to-Exceed Lump Sum Fee Portion of Contract	\$487,800	\$12,000

Table 1 – SAW Application Engineer's Estimate, as attached, includes additional breakdown of the budgets as indicated above. Authorized additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) calendar days of presentation of the invoice. Invoices shall be past due fifteen (15) calendar days after presentation, and shall then incur interest at the rate of 7% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within five (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be the **City Manager** who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its

services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner indemnifies, defends and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Engineer excepting only injury to person or damage to property caused by the sole negligence of Engineer. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, to the extent covered by insurance, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Engineer. For all PSAs which involve multiple projects or general consultations, or various services for various projects over a period of time, liability shall not exceed the fee actually paid by the Owner for the particular Services on the specific Project or consultation or assignment which forms the basis of the claimed liability and any statute of limitations shall commence upon the completion of the task giving rise to the claim, not the last unrelated service provided under the PSA for general consultation services. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

SHOP DRAWINGS AND SUBMITTALS. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

CONSTRUCTION PHASE SERVICES. Unless specifically included in the Scope of Services, there are no construction phase services as part of this PSA. It is agreed that the Engineer's services under this Agreement do not include project observation, review of the Contractor's performance or any other construction phase services. The Owner assumes all responsibility for all construction phase services including, but not limited to:

Submittal review and approval; Contract document interpretation; Site observations; Change order review and approval; Review and approval of contractor payment applications; Certificates of substantial and final completion; Preparation and disposition of punch lists; Responding to contractor requests for information; Administration of any operational and maintenance and training including collection operational and training manuals.

The Owner waives any claims against the Engineer that may be in any way connected with the Owner's decision not to retain the Engineer to performance construction phase services. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and consultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions.

The Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable shall assume full responsibility for the results of any changes made to the Contract Documents during construction. The Owner agrees to waive any claims against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that; (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) calendar days written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be Kent County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MUNICIPAL ADVISOR. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

OWNER
CITY OF PORTLAND

By: _____

Title: _____

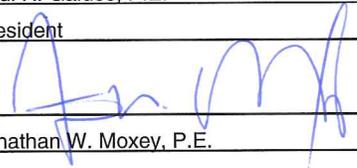
By: _____

Title: _____

Date: _____

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By:  _____
Paul R. Galdes, P.E.
Title: President

By:  _____
Jonathan W. Moxey, P.E.
Title: Project Manager

Date: 7/11/18



FLEIS & VANDENBRINK
ENGINEERING, INC.

Offices in Michigan and Indiana
2960 Lucerne Drive S.E., Grand Rapids, MI 49546
Office (616) 977-1000 Fax (616) 977-1005

EXHIBIT A

CITY OF PORTLAND

**SCOPE OF WORK FOR WASTEWATER &
STORMWATER ASSET MANAGEMENT PLANS**

The scope of work will follow the MDEQ's "Asset Management Guidance for Wastewater and Stormwater Systems", dated July, 2013 and the guidance presented in the SAW Application guidance dated October 21, 2013. The estimated project costs by tasks are shown in the attached Table 1.

A. GIS-SOFTWARE/HARDWARE/TRAINING

Task 1. Software

- Portland will use the free ESRI reader software to access the GIS database and have the County or a consultant update as needed.

Task 2. GIS Training

- ESRI Institute Online Training for 4 municipal staff
- Assistance and training by F&V staff/subcontractors to help municipality set up software, learn necessary GIS skills to use purchased software and hardware as part of their asset management plans.

Task 3. GIS Hardware

- Purchase one (1) desktop computer, or equivalent to operate a GIS with.
- Purchase one (1) GPS hand held unit for mapping assets.

B. WASTEWATER ASSET MANAGEMENT PLAN

Task 1. Asset Management Plan Preparation

a. Field Condition Assessment

- Data collection for each piece of major equipment, system, building, structure, etc.
- Site visits to gather information for asset inventory
- Evaluate existing pump station conditions. Pump station age, condition, high maintenance/operation issues, condition of wet wells, site, structural conditions of pump houses, building envelope, SCADA, instrumentation, controls, electrical service and back-up power sources.

- Assess existing forcemain (FM) conditions, odor & corrosion, air release valve chambers and clean-out piping & structures assessments

b. Develop Asset Inventory Base from Existing Information

- Develop list of existing inventory based on community's current information as a base starting point.
- Itemize the existing inventory information readily available to develop a collection system map and inventory of fixed assets to match the future Operation, Maintenance and Replacement (OM&R)/Asset Management program requirements for future NPDES requirements.

c. Condition Assessment & Interim Report

Start with base information inventory and conduct assessment of operations-related fixed assets with existing information. The assessment will include the following information:

- Brief description of the asset, its required capacity (e.g. pump:120 gpm), level of redundancy for the asset, and tag number if applicable;
- Location of the asset;
- Year the asset was installed;
- Present condition of the asset (e.g. excellent, good, fair, poor);
- Depreciated value of the asset (in 2014 dollars);
- Current asset (replacement) cost (in 2014 dollars);
- Complete an interim report and submit to DPW staff for review/comments

d. Capacity Analysis

- Interview and document operator's past experience with system problems, review compliance history, compare loadings to Ten States Standards, update the design basis, assess current 'real' capacity, and identify needs to restore or maintain capacity in the collection system and treatment facility.

e. Hydraulic Modeling & Analysis

- Detailed evaluation and of collection system and treatment works where significant capacity issues are identified, de-rated capacity, violations, nearing permit limits, new permit conditions, new large user (e.g. food processor) impacting operations.

f. Identification of Water Quality, hydraulics, permits, & other issues

- Identification of additional capacity issues, water quality, hydraulics, areas within the 100 year flood plain, future permit requirements, other issues.

g. Equipment Replacement Budgets

- Identify alternatives/screen/evaluate/select preferred solution to resolve issues of effluent water quality, hydraulic capacity issues, bottlenecks, high water level flooding, permit violations (lbs. or concentration) or upcoming permit conditions.

h. Facilities Report, Structural Best Management Practices (BMPs)

- Draft an interim report for the community addressing the deficiencies and issues with the collection and treatment facilities and obtain comments/approval on the alternatives and selections of needed equipment before proceeding further with asset management plan components.

i. Capital Improvements Plan & Budgets

- Conduct a “Business Risk Evaluation” that combines the probability of failure of the asset and criticality if the asset, as follows:
 - Rate the probability of failure of the asset on a scale of 1-5 (low to high) using criteria such as maintenance history, failure history, and remaining percentage of useful life (or years remaining);
 - Rate the criticality of the asset on a scale of 1-5 (low to high) based on the consequence of failure versus the desired level of service for the facility; and
 - Compute the Business Risk factor of the asset by multiplying the failure rating by the two rating described above.
- Develop a list of short-term (1-5 years) and long-term (5-20 years) capital projects in a Capital Improvements Plan to meet the Level of Service goals. Prioritize the capital projects, provide preliminary budgeting, implementation planning, and summarize available funding.

j. Meetings, Implementation Coordination, and Quality Assurance/Quality Control

- Meet with DPW staff/Council over twelve(12) times during the preparation of the Asset Management Plan
- Internal Quality Assurance/Quality Control during the plan preparation and final completion and submittals.

Task 2. Asset Inventory, Mapping, and GIS Tasks

a. Update Field Utility Survey

- Create a current GIS format map of the wastewater system components including locating the individual components, processing data collected, importing gathered data into the GIS.

b. Utility Base Mapping

- Acquire and assemble a Base GIS map, including the necessary fieldwork, research, and data processing/manipulation.

c. Records Scanning

- Scan documents and save them in specified file structures for linking to geographically referenced items with the GIS.

d. Create GIS w/ field survey including digital records linkage

- Converting & manipulating the various files and information required for the GIS from their native formats into the proper data format for the GIS, both from public sources, Survey data, scanned records (plans, etc.) and other sources as appropriate as indicated.
- Linking of records and other data to the geographic map within the GIS

Task 3 Underground Infrastructure Field Condition

a & b. Smoke testing and cleaning and televising sanitary sewers

- Prepare plans and specifications for the cleaning and televising of approximately 5 miles of 8-inch to 12-inch sanitary sewer and evaluation of 2 siphons beneath river. Three miles of smoke testing
- Tabulate televising and smoke testing results and evaluate costs to repair/replace sewers with structural problems i.e. by replacement or Cured-In-Place Pipe (CIPP).

c & d. PACP & MACP Training/Certification

- Provide NASSCO PACP & MACP Training & Certification for 3 City Staff (1 already complete).

Task 4 Flow Metering/Analysis

a. Metering/Modeling/Analysis

- Purchase or rent & install Mass Flow Depth Monitors 10 Each

- Purchase & install one “FloDar” Flow Meter at key manhole location.
- Weeks of Monitoring 47 Weeks
- Data Download Frequency every 4 weeks
- Analyze surcharged sewer and capacity issues found during flow monitoring and model sewer system to determine required interceptor/collection sewer capacity upgrades.

Task 5 Level of Service

a. Service Agreement Development

- Establish and define the way in which the utility managers, operators, and public officials want the wastewater system to perform over the long term. Define the required “sustainable” level of service for the system.
- Develop a draft Level of Service Agreement Document to establish goals and performance criteria that the utility wishes to meet. The key components to address will be as follows:
 - Communicate the system’s operation to the customers;
 - Determine critical assets;
 - Provide a means of assessing overall system performance;
 - Provide a direct link between costs and service;
 - Serve as an internal guide for system management and operations staff;
 - Provide information for system annual report;
- Finalize the expected level of service and prepare a final Level of Service Agreement Document
- Assist City in conducting Public Hearing to present Draft Level of Service Agreement and solicit input from public on reasonable and attainable levels of service and anticipated risks and costs.

b & c. Sewer Use and Rate Ordinance Review/Update & Public Meetings

- Preparation and/or amendment of the existing sewer use and rate ordinances, legal fees and public notices and meetings to present to public.

Task 6 Rate Structure Development Costs

- Review of existing rate structure by meter size, user classification, outside customers, current rate resolutions/ordinances, and past rate studies.
- Review of current revenue and OM&R expenses and estimates of required budget line item costs for the next five years to meet level of service goals and Capital Improvement Plan.
- Conduct rate study to demonstrate sufficient revenues to cover projected O, M, &R expenses over the next five years. Make recommendations for needed rate increases

- over the next five years including a minimum 10% of the total rate increase required for the five year period.
- Assist community in presentation of proposed rate structure in public meeting.
 - Submit draft user charge system to MDEQ for review/approval prior to completion of Wastewater Asset Management Plan.

C. STORMWATER ASSET MANAGEMENT PLAN

Task 1 Stormwater Asset Management Plan Elements (Elements a thru g)

- Summarize all plan elements in a complete bound plan report with electronic and bound paper copies.
- Field assess the condition of existing storm structures, outlets, treatment units, erosion issues, flooding conditions, water quality issues.
- Update and/or develop a stormwater system base map delineating drainage district boundaries
- Evaluate Structural Best Management Practices and Low-Impact design alternatives
- Client meetings with DPW staff and Council to discuss stormwater options and potential long term capital improvements and methods of funding.
- Conduct a “Business Risk Evaluation” that combines the probability of failure of the asset and criticality if the asset, as follows:
 - Rate the probability of failure of the asset on a scale of 1-5 (low to high) using criteria such as maintenance history, failure history, and remaining percentage of useful life (or years remaining);
 - Rate the criticality of the asset on a scale of 1-5 (low to high) based on the consequence of failure versus the desired level of service for the facility; and
 - Compute the Business Risk factor of the asset by multiplying the failure rating by the two rating described above.
- Develop a list of short-term (1-5 years) and long-term (5-20 years) capital projects in a Capital Improvements Plan to meet the Level of Service goals. Prioritize the capital projects, provide preliminary budgeting, implementation planning, and summarize available funding.

Task 2 Metering/Modeling & Preliminary Sizing

- Create Computer model to simulate the hydrology and hydraulics of the watershed and run stormwater analysis using Autodesk Storm and Sanitary Analysis.

Task 3. Asset Inventory, Mapping, and GIS Tasks

a. Records Scanning

- Scan documents and save them in specified file structures for linking to geographically referenced items with the GIS.

b. Update Field Utility Survey

- Create a current GIS format map of the wastewater system components including locating the individual components, processing data collected, importing gathered data into the GIS.

c. Utility Base Mapping

- Acquire and assemble a Base GIS map, including the necessary fieldwork, research, and data processing/manipulation. City intends to use Ionia County Drain Commission Base.

d. Create GIS w/ field survey including digital records linkage

- Converting & manipulating the various files and information required for the GIS from their native formats into the proper data format for the GIS, both from public sources, Survey data, scanned records (plans, etc.) and other sources as appropriate as indicated.
- Linking of records and other data to the geographic map within the GIS
- CAD processing of data

Task 4 Underground Infrastructure Condition Assessment

Cleaning and televising storm sewers

- Prepare plans and specifications for the cleaning and televising of approximately 2.5 miles of 12-inch to 48-inch storm sewer and obtain quotes from a NASSCO certified contractor to complete the work as a subcontract under the Engineer's Professional Services Agreement.
- Award contract for cleaning and televising contract.
- Tabulate televising results and evaluate costs to repair/replace sewers with structural problems.

Task 5 Level of Service

- Establish and define the way in which the utility managers, operators, and public officials want the storm sewer system to perform over the long term. Define the required "sustainable" level of service for the system.

- Develop a draft Level of Service Agreement Document to establish goals and performance criteria that the utility wishes to meet. The key components to address will be as follows:
 - Communicate the system's operation to the customers;
 - Determine critical assets;
 - Provide a means of assessing overall system performance;
 - Provide a direct link between costs and service;
 - Serve as an internal guide for system management and operations staff;
- Finalize the expected level of service and prepare a final Level of Service Agreement Document
- Assist City in conducting Public Hearing to present Draft Level of Service Agreement and solicit input from public on reasonable and attainable levels of service and anticipated risks and costs.

Table 1 - SAW Application Engineer's Estimate

City of Portland
November 27, 2013
816480



Application Elements

Task			Budget	SAW Budget (90% Grant)	Owner Cost
A. GIS- Software/Hardware/Training		\$60,000 max	\$ 22,700	\$ 21,565	\$ 1,135
Task					
1	Software		\$ -	\$ -	\$ -
	ArcGIS Desktop Standard	\$ -			
	ArcGIS Online - (1) year subscription	\$ -			
2	GIS Training -		\$ 7,200	\$ 6,840	\$ 360
	Owner Training - (3) Credit Hour College Class	\$ -			
	Esri Institute Online Class	\$ 1,000			
	Training by Consultant & Software Setup	\$ 6,200			
3	GIS Hardware		\$ 15,500	\$ 14,725	\$ 775
	Compluter	\$ 3,500			
	Plotter	\$ -			
	GPS	\$ 12,000			
B. Wastewater Asset Management Plan			\$ 520,840	\$ 520,840	
Task					
1	Asset Management Plan Preparation		\$ 139,740	\$ 139,740	\$ -
a	Field Condition Assessment	\$ 14,000			
b	Develop Asset Inventory	\$ 8,900			
c	Condition Assessment & Report	\$ 20,100			
d	Capacity Analysis	\$ 6,600			
e	Hydraulic Modeling & Analysis	\$ 14,200			
f	Identification of water quality, hydraulics, permit, & other issues	\$ 12,100			
g	Equipment Replacement Budgets	\$ 4,000			
h	Facilities Report, Structural BMP's	\$ 4,100			
i	Capital Improvements Plan & Budgets	\$ 19,400			
j	Meetings, Implementation, and Coordination	\$ 26,100			
k	SAW Application/Initial Data Gathering/Meeting	\$ 10,240			
2	Asset Inventory, Mapping, and GIS		\$ 146,200	\$ 146,200	
a	Update field utility survey (GPS)	\$ 77,100			
b	Utility Base Maps	\$ 15,800			
c	Records scanning	\$ 9,600			
d	Create GIS with field survey including digital records linkage	\$ 43,700			
3	Underground Infrastructure Field Condition Assesment		\$ 129,500	\$ 129,500	
a	Smoke testing	\$ 7,300			
b	Televising,Cleaning, and Lateral Locating:	\$ 122,200			
c	PACP Training/Certification	\$ 2,250	\$ 2,250		
d	MACP Training/Certification	\$ 450	\$ 450		
4	Sewer Condition Assessment - Data Evaluation, Pipe Integrity		\$ 85,400	\$ 85,400	
a	Metering/Modeling/Analysis	\$ 69,300			
b	Sewer Condition Report & Recommendations	\$ 16,100			
5	Level of Service		\$ 10,300	\$ 10,300	
a	Service Agreement Development	\$ 4,500			
b	Rate Ordinance updates	\$ 3,000			
c	Public Meetings	\$ 2,800			
6	Rate Structure Development Costs	\$ 7,000	\$ 7,000	\$ 7,000	
C. Stormwater Asset Management Plan			\$ 247,160	\$ 222,444	\$ 24,716
Task					
1	Stormwater Asset Management Plan		\$ 61,560	\$ 55,404	\$ 6,156
a	Plan Preparation	\$ 6,600			
b	Manhole, Basin, Outlet, and Treatment Condition Assessment	\$ 2,300			
c	Mapping of Drainage District Boundaries	\$ 7,900			
d	Proposed Capital improvements	\$ 11,300			
e	Structural BMP's	\$ 11,300			
f	Identification of water quality, hydraulic restriction, surface flooding, erosion issues.	\$ 13,700			
g	Client meetings & Implementation	\$ 5,900			
h	SAW Application/Initial Data Gathering/Meeting	\$ 2,560			
2	Metering/Modeling & Preliminary Sizing		\$ 21,500	\$ 19,350	\$ 2,150
3	Asset Inventory/Mapping/GIS		\$ 114,900	\$ 103,410	\$ 11,490
a	Records Scanning	\$ 1,200			
b	Field utility locates (GPS) and invert data collection	\$ 81,600			
c	Utility Base Maps	\$ 11,400			
d	Create GIS with field survey including digital records linkage	\$ 20,700			
4	Underground Infrastructure Condition Assessment		\$ 43,600	\$ 39,240	\$ 4,360
a	Televising/Cleaning	\$ 43,600			
5	Level of Service		\$ 5,600	\$ 5,040	\$ 560
a	Determine desired LOS, Ordinance Review	\$ 2,900			
b	Public Meetings	\$ 2,700			
Totals			\$ 790,700	\$ 764,849	\$ 25,851

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-59

A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH CL TRUCKING, INC. FOR THE JAMES STREET IMPROVEMENTS PROJECT

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

WHEREAS, CL Trucking performed additional work outlined in the Description of Change Order No.2, attached as Exhibit A, totaling \$25,902.82; and;

WHEREAS, the City Engineer has prepared and is recommending approval of Change Order No. 2, a copy of which is attached as Exhibit A, to pay CL Trucking for the additional items stated and the adjusted and actual quantities, thus increasing the total contract price to \$1,208,510.03

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Engineer's recommendation to approve Change Order No. 2, a copy of which is attached as Exhibit A, to pay CL Trucking for the additional items stated and the adjusted and actual quantities, thus increasing the total contract price to \$1,208,510.03
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 16, 2018

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-02

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH CL TRUCKING, INC. FOR THE JAMES STREET IMPROVEMENTS PROJECT

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

WHEREAS, CL Trucking performed additional work outlined in the Description of Change Order No.1, attached as Exhibit A, totaling \$101,443.95; and;

WHEREAS, the City Engineer has prepared and is recommending approval of Change Order No. 1, a copy of which is attached as Exhibit A, to pay CL Trucking for the additional items stated and the adjusted and actual quantities, thus increasing the total contract price to \$1,182,602.21.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Engineer's recommendation to approve Change Order No. 1, a copy of which is attached as Exhibit A, to pay CL Trucking for the additional items stated and the adjusted and actual quantities, thus increasing the total contract price to \$1,182,602.21.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes: Johnston, Fitzsimmons, VanSlambrouck, Baldyga

Nays: None

Absent: Barnes

Abstain: None

RESOLUTION DECLARED ADOPTED.

Dated: January 15, 2018

Monique I. Miller, City Clerk

CHANGE ORDER

No. 2

OWNER City of Portland
 CONTRACTOR CL Trucking & Excavating, LLC
 Contract: James Street Improvements
 Project: James Street Improvements
 OWNER's Contract No. N/A ENGINEER's Project No. 830080
 ENGINEER Fleis & VandenBrink Engineering, Inc.

The Contract is modified as follows upon execution of this Change Order:

Description: Balance contract items for work completed in 2017 and add extra work items as described on the attached, which also includes descriptions for original contract items that had significant overruns.

Attachments:

- Description of Notable Items
- Change Order Breakdown

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>1,081,163.26</u>
Increase (Decrease) from previously approved Change Orders No. <u>N/A</u> to <u>1</u> : \$ <u>101,443.95</u>
Contract Price prior to this Change Order: \$ <u>1,182,607.21</u>
Increase (Decrease) of this Change Order: \$ <u>25,902.82</u>
Contract Price incorporating this Change Order: \$ <u>1,208,510.03</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>11/30/17</u> Ready for Final Payment: <u>5/25/18</u> (dates)
Increase (Decrease) from previously approved Change Orders No. <u>N/A</u> to <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>11/30/17</u> Ready for Final Payment: <u>5/25/18</u> (dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>90</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>11/30/17</u> Ready for Final Payment: <u>8/23/18</u> (dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
 ENGINEER (Authorized Signature)
 Title: _____
 Date: _____

By: _____
 OWNER (Authorized Signature)
 Title: _____
 Date: _____

By: _____
 CONTRACTOR (Authorized Signature)
 Title: Member/Manager
 Date: July 11, 2018

CITY OF PORTLAND – JAMES STREET IMPROVEMENTS
F&V NO. 830080
DESCRIPTION OF NOTABLE ITEMS ON CHANGE ORDER NO. 2

Item 42 – HMA, 13A (Surface) and HMA, 13A (Leveling): Because the surface (top) course of asphalt was not installed in the fall of 2017, the leveling (base) course was placed slightly thicker than plan and the surface course slightly thinner. The net increase between these two items is due in part to extended paving areas at intersections. Part is due to replacement of base areas, as the failure was attributable to weather conditions as opposed to workmanship concerns.

Item A2 – HMA, 13A (Alt 1): Cold milling on Newton and Caroline Streets revealed that the existing asphalt thickness was far less than anticipated. Gravel base was exposed after milling the planned 1-1/2" in a number of areas. The additional quantity for this item was used to increase the pavement section, providing better performance.

Extension of the Final Completion date is recommended to allow more time to ensure that good weed-free turf is established.

**City of Portland - James Street Improvements
Change Order Breakdown**

Item No.	Description	Unit	Plan Quantity	Original Contract		Change Order #1		Change Order #2		Adjusted Contract	
				Contract Unit Price	Contract Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	General Conditions, Bonds & Insurances (Max 5%)	LSUM	1	\$ 52,750.00	\$ 52,750.00	0.00	\$ -	0.00	\$ -	1.00	\$ 52,750.00
2	Above Ground Video Survey	LSUM	1	\$ 1,250.00	\$ 1,250.00	0.00	\$ -	0.00	\$ -	1.00	\$ 1,250.00
3	Roadway Grading	Sta	18	\$ 2,765.00	\$ 48,387.50	3.34	\$ 9,235.10	0.00	\$ -	20.84	\$ 57,622.60
4	Subgrade Undercutting, Type II	Cyd	100	\$ 10.00	\$ 1,000.00	215.81	\$ 2,158.10	0.00	\$ -	315.81	\$ 3,158.10
5	Trench Undercut and Backfill	Cyd	100	\$ 10.00	\$ 1,000.00	-100.00	\$ (1,000.00)	0.00	\$ -	0.00	\$ -
6	Maintenance Gravel, LM	Cyd	100	\$ 5.00	\$ 500.00	-72.00	\$ (360.00)	0.00	\$ -	28.00	\$ 140.00
7	Exploratory Digging	Hr	50	\$ 1.00	\$ 50.00	-2.50	\$ (2.50)	0.00	\$ -	47.50	\$ 47.50
8	Flowable Fill	Cyd	100	\$ 1.00	\$ 100.00	-100.00	\$ (100.00)	0.00	\$ -	0.00	\$ -
9	Tree, Rem, 19 inch to 36 inch	Ea	5	\$ 500.00	\$ 2,500.00	6.00	\$ 3,000.00	0.00	\$ -	11.00	\$ 5,500.00
10	Tree, Rem, 6 inch to 18 inch	Ea	2	\$ 150.00	\$ 300.00	5.00	\$ 750.00	0.00	\$ -	7.00	\$ 1,050.00
11	Stump, Rem	Ea	1	\$ 100.00	\$ 100.00	6.00	\$ 600.00	0.00	\$ -	7.00	\$ 700.00
12	Tree, Relocate	Ea	1	\$ 100.00	\$ 100.00	0.00	\$ -	0.00	\$ -	1.00	\$ 100.00
13	Flag and Landscape, Relocate	Ea	1	\$ 150.00	\$ 150.00	-1.00	\$ (150.00)	0.00	\$ -	0.00	\$ -
14	Sign, Type III, Rem	Ea	8	\$ 15.00	\$ 120.00	1.00	\$ 15.00	0.00	\$ -	9.00	\$ 135.00
15	Cold Milling HMA Surface	Syd	6,700	\$ 1.15	\$ 7,705.00	93.94	\$ 108.03	0.00	\$ -	6,793.94	\$ 7,813.03
16	Pavt, Rem	Syd	1,114	\$ 4.00	\$ 4,456.00	-139.20	\$ (556.80)	0.00	\$ -	974.80	\$ 3,899.20
17	Sidewalk, Rem	Syd	980	\$ 4.00	\$ 3,920.00	-20.58	\$ (82.32)	0.00	\$ -	959.42	\$ 3,837.68
18	Curb and Gutter, Rem	Ft	3,770	\$ 3.90	\$ 14,703.00	181.21	\$ 706.72	0.00	\$ -	3,951.21	\$ 15,409.72
19	Timber Wall, Rem	Syd	30	\$ 10.00	\$ 300.00	6.52	\$ 65.20	0.00	\$ -	36.52	\$ 365.20
20	San Sewer, Rem, Less than 24 inch	Ft	200	\$ 7.50	\$ 1,500.00	1,039.00	\$ 7,792.50	0.00	\$ -	1,239.00	\$ 9,292.50
21	Storm Sewer, Rem, Less than 24 inch	Ft	300	\$ 5.00	\$ 1,500.00	1,122.10	\$ 5,610.50	0.00	\$ -	1,422.10	\$ 7,110.50
22	Dr Structure, Rem	Ea	18	\$ 300.00	\$ 5,400.00	2.00	\$ 600.00	0.00	\$ -	20.00	\$ 6,000.00
23	San Manhole, Rem	Ea	8	\$ 300.00	\$ 2,400.00	0.00	\$ -	0.00	\$ -	8.00	\$ 2,400.00
24	Valve Box, Rem	Ea	10	\$ 125.00	\$ 1,250.00	0.00	\$ -	0.00	\$ -	10.00	\$ 1,250.00
25	Hydrant, Rem	Ea	4	\$ 500.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	4.00	\$ 2,000.00
26	Structure Cover, Adj, Case 2	Ea	8	\$ 300.00	\$ 2,400.00	-4.00	\$ (1,200.00)	0.00	\$ -	4.00	\$ 1,200.00
27	Erosion Control, Inlet Protection, Fabric Drop	Ea	22	\$ 100.00	\$ 2,200.00	-1.00	\$ (100.00)	0.00	\$ -	21.00	\$ 2,100.00
28	Erosion Control, Silt Fence	Ft	650	\$ 0.01	\$ 6.50	-492.00	\$ (4.92)	0.00	\$ -	158.00	\$ 1.58
29	Mulch Blanket	Syd	200	\$ 1.00	\$ 200.00	459.11	\$ 459.11	0.00	\$ -	659.11	\$ 659.11
30	Slope Restoration	Syd	5,000	\$ 4.00	\$ 20,000.00	833.14	\$ 3,332.56	0.00	\$ -	5,833.14	\$ 23,332.56
31	Barricade, Type III, High Intensity, Double Sided, Light	Ea	19	\$ 48.00	\$ 912.00	0.00	\$ -	0.00	\$ -	19.00	\$ 912.00
32	Barricade, Type III, High Intensity, Double Sided, Light	Ea	19	\$ 2.00	\$ 38.00	0.00	\$ -	0.00	\$ -	19.00	\$ 38.00
33	Minor Traf Devices	LSUM	1	\$ 9,870.00	\$ 9,870.00	0.00	\$ -	0.00	\$ -	1.00	\$ 9,870.00
34	Plastic Drum, High Intensity, Furn	Ea	20	\$ 9.75	\$ 195.00	0.00	\$ -	0.00	\$ -	20.00	\$ 195.00
35	Plastic Drum, High Intensity, Oper	Ea	20	\$ 0.25	\$ 5.00	0.00	\$ -	0.00	\$ -	20.00	\$ 5.00
36	Sign, Type B, Temp, Prismatic, Furn	Sft	337	\$ 2.75	\$ 926.75	114.50	\$ 314.88	0.00	\$ -	451.50	\$ 1,241.63
37	Sign, Type B, Temp, Prismatic, Oper	Sft	337	\$ 0.10	\$ 33.70	114.50	\$ 11.45	0.00	\$ -	451.50	\$ 45.15
38	Traf Regulator Control	LSUM	1	\$ 0.01	\$ 0.01	-1.00	\$ (0.01)	0.00	\$ -	0.00	\$ -
39	Subbase, CIP	Cyd	2,550	\$ 7.00	\$ 17,850.00	315.62	\$ 2,209.34	0.00	\$ -	2,865.62	\$ 20,059.34
40	Aggregate Base, 8 inch	Syd	6,600	\$ 5.00	\$ 33,000.00	458.31	\$ 2,291.55	0.00	\$ -	7,058.31	\$ 35,291.55
41	Hand Patching	Ton	75	\$ 30.00	\$ 2,250.00	-72.24	\$ (2,167.20)	0.00	\$ -	2.76	\$ 82.80
42	HMA, 13A (Surface)	Ton	575	\$ 71.00	\$ 40,825.00	83.11	\$ 5,900.81	-59.22	\$ (4,204.62)	598.89	\$ 42,521.19
43	HMA, 13A (Leveling)	Ton	575	\$ 71.00	\$ 40,825.00	0.00	\$ -	150.51	\$ 10,686.21	725.51	\$ 51,511.21
44	Place and Compact HMA Millings	Syd	235	\$ 4.00	\$ 940.00	0.00	\$ -	879.00	\$ 3,516.00	1,114.00	\$ 4,456.00
45	Driveway, Nonreinfc Conc, 6 inch	Syd	1,180	\$ 29.50	\$ 34,810.00	-258.06	\$ (7,612.77)	0.00	\$ -	921.94	\$ 27,197.23
46	Curb and Gutter, Conc, Det F4	Ft	4,820	\$ 12.00	\$ 57,840.00	-840.85	\$ (10,090.20)	0.00	\$ -	3,979.15	\$ 47,749.80
47	Underdrain, Pipe, 6 inch	Ft	4,820	\$ 2.50	\$ 12,050.00	-3,584.50	\$ (8,961.25)	0.00	\$ -	1,235.50	\$ 3,088.75
48	Detectable Warning Surface	Ft	170	\$ 72.00	\$ 12,240.00	-4.55	\$ (327.60)	0.00	\$ -	165.45	\$ 11,912.40

**City of Portland - James Street Improvements
Change Order Breakdown**

Item No.	Description	Unit	Plan Quantity	Original Contract		Change Order #1		Change Order #2		Adjusted Contract	
				Contract Unit Price	Contract Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
49	Sidewalk Ramp, Conc, 6 inch	Sft	740	\$ 5.00	\$ 3,700.00	11.22	\$ 56.10	0.00	\$ -	751.22	\$ 3,756.10
50	Sidewalk, Conc, 4 inch	Sft	14,100	\$ 3.00	\$ 42,300.00	2,592.52	\$ 7,777.56	0.00	\$ -	16,692.52	\$ 50,077.56
51	Connect to Existing Sanitary Manhole	Ea	2	\$ 1,000.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	2.00	\$ 2,000.00
52	Connect to Existing Sanitary Sewer	Ea	5	\$ 850.00	\$ 4,250.00	0.00	\$ -	0.00	\$ -	5.00	\$ 4,250.00
53	San Lateral, 6 inch	Ft	980	\$ 26.00	\$ 25,480.00	34.83	\$ 905.58	0.00	\$ -	1,014.83	\$ 26,385.58
54	San Wye, 8 inch x 6 inch	Ea	11	\$ 100.00	\$ 1,100.00	7.00	\$ 700.00	0.00	\$ -	18.00	\$ 1,800.00
55	San Lateral, Reconnect	Ea	19	\$ 150.00	\$ 2,850.00	3.00	\$ 450.00	0.00	\$ -	22.00	\$ 3,300.00
56	San Sewer, 8 inch	Ft	1,454	\$ 62.00	\$ 90,148.00	-4.50	\$ (279.00)	0.00	\$ -	1,449.50	\$ 89,869.00
57	San Manhole, 48 inch dia	Ea	6	\$ 3,500.00	\$ 21,000.00	1.00	\$ 3,500.00	0.00	\$ -	7.00	\$ 24,500.00
58	Corporation Stop, 2 inch	Ea	1	\$ 425.00	\$ 425.00	0.00	\$ -	0.00	\$ -	1.00	\$ 425.00
59	Corporation Stop, 1 inch	Ea	28	\$ 100.00	\$ 2,800.00	-3.00	\$ (300.00)	0.00	\$ -	25.00	\$ 2,500.00
60	Curb Stop and Box, 2 inch	Ea	1	\$ 650.00	\$ 650.00	0.00	\$ -	0.00	\$ -	1.00	\$ 650.00
61	Curb Stop and Box, 1 inch	Ea	28	\$ 200.00	\$ 5,600.00	-3.00	\$ (600.00)	0.00	\$ -	25.00	\$ 5,000.00
62	Water Service, Reconnect	Ea	28	\$ 75.00	\$ 2,100.00	-1.00	\$ (75.00)	0.00	\$ -	27.00	\$ 2,025.00
63	Water Service, 2 inch	Ft	15	\$ 45.00	\$ 675.00	9.50	\$ 427.50	0.00	\$ -	24.50	\$ 1,102.50
64	Water Service, 1 inch	Ft	650	\$ 35.00	\$ 22,750.00	182.20	\$ 6,377.00	0.00	\$ -	832.20	\$ 29,127.00
65	Gate Valve and Box, 8 inch	Ea	18	\$ 1,750.00	\$ 31,500.00	2.00	\$ 3,500.00	0.00	\$ -	20.00	\$ 35,000.00
66	Water Main, 8 inch, Cut and Plug	Ea	4	\$ 200.00	\$ 800.00	-1.00	\$ (200.00)	0.00	\$ -	3.00	\$ 600.00
67	Water Main, 6 inch, Cut and Plug	Ea	5	\$ 200.00	\$ 1,000.00	1.00	\$ 200.00	0.00	\$ -	6.00	\$ 1,200.00
68	Water Main, DI, 8 inch	Ft	2,167	\$ 62.00	\$ 134,354.00	75.05	\$ 4,653.10	0.00	\$ -	2,242.05	\$ 139,007.10
69	Bend, 45 DEG, 8 inch	Ea	18	\$ 225.00	\$ 4,050.00	1.00	\$ 225.00	0.00	\$ -	19.00	\$ 4,275.00
70	Bend, 45 DEG, 6 inch	Ea	8	\$ 175.00	\$ 1,400.00	-6.00	\$ (1,050.00)	0.00	\$ -	2.00	\$ 350.00
71	Bend, 22.5 DEG, 6 inch	Ea	8	\$ 175.00	\$ 1,400.00	-8.00	\$ (1,400.00)	0.00	\$ -	0.00	\$ -
72	Bend, 22.5 DEG, 8 inch	Ea	8	\$ 225.00	\$ 1,800.00	-7.00	\$ (1,575.00)	0.00	\$ -	1.00	\$ 225.00
73	Bend, 90 DEG, 6 inch	Ea	1	\$ 175.00	\$ 175.00	-1.00	\$ (175.00)	0.00	\$ -	0.00	\$ -
74	Tee, 8 inch x 8 inch x 8 inch	Ea	8	\$ 350.00	\$ 2,800.00	0.00	\$ -	0.00	\$ -	8.00	\$ 2,800.00
75	Tee, 8 inch x 8 inch x 6 inch	Ea	6	\$ 350.00	\$ 2,100.00	0.00	\$ -	0.00	\$ -	6.00	\$ 2,100.00
76	Reducer, 8 inch x 6 inch	Ea	5	\$ 250.00	\$ 1,250.00	1.00	\$ 250.00	0.00	\$ -	6.00	\$ 1,500.00
77	Water Main, Connect, 8 inch	Ea	4	\$ 1,500.00	\$ 6,000.00	-1.00	\$ (1,500.00)	0.00	\$ -	3.00	\$ 4,500.00
78	Water Main, Connect, 6 inch	Ea	5	\$ 1,500.00	\$ 7,500.00	1.00	\$ 1,500.00	0.00	\$ -	6.00	\$ 9,000.00
79	Cap, DI, 8 inch	Ea	1	\$ 150.00	\$ 150.00	0.00	\$ -	0.00	\$ -	1.00	\$ 150.00
80	Water Main, DI, 6 inch	Ft	90	\$ 50.00	\$ 4,500.00	-5.80	\$ (290.00)	0.00	\$ -	84.20	\$ 4,210.00
81	Gate Valve and Box, 6 inch	Ea	6	\$ 1,250.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	6.00	\$ 7,500.00
82	Fire Hydrant	Ea	6	\$ 2,500.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	6.00	\$ 15,000.00
83	Storm Sewer, 12 inch	Ft	1,158	\$ 40.00	\$ 46,320.00	-11.56	\$ (462.40)	0.00	\$ -	1,146.44	\$ 45,857.60
84	Storm Sewer, 15 inch	Ft	47	\$ 42.00	\$ 1,974.00	-3.50	\$ (147.00)	0.00	\$ -	43.50	\$ 1,827.00
85	Storm Sewer, 18 inch,	Ft	110	\$ 55.00	\$ 6,050.00	8.00	\$ 440.00	0.00	\$ -	118.00	\$ 6,490.00
86	Storm Sewer, 24 inch	Ft	76	\$ 65.00	\$ 4,940.00	-16.50	\$ (1,072.50)	0.00	\$ -	59.50	\$ 3,867.50
87	Storm Sewer Tap, 10 inch	Ea	1	\$ 200.00	\$ 200.00	0.00	\$ -	0.00	\$ -	1.00	\$ 200.00
88	Storm Sewer Tap, 12 inch	Ea	1	\$ 200.00	\$ 200.00	0.00	\$ -	0.00	\$ -	1.00	\$ 200.00
89	Storm Sewer Tap, 15 inch	Ea	1	\$ 300.00	\$ 300.00	0.00	\$ -	0.00	\$ -	1.00	\$ 300.00
90	Storm Sewer Tap, 18 inch	Ea	1	\$ 350.00	\$ 350.00	1.00	\$ 350.00	0.00	\$ -	2.00	\$ 700.00
91	Storm Sewer Tap, 24 inch	Ea	2	\$ 400.00	\$ 800.00	0.00	\$ -	0.00	\$ -	2.00	\$ 800.00
92	Video Taping Sewer and Culv Pipe	Ft	1,391	\$ 1.00	\$ 1,391.00	-23.56	\$ (23.56)	0.00	\$ -	1,367.44	\$ 1,367.44
93	Dr Structure Cover, Type B	Ea	3	\$ 1,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	3.00	\$ 3,000.00
94	Dr Structure Cover, Type K	Ea	19	\$ 650.00	\$ 12,350.00	-1.00	\$ (650.00)	0.00	\$ -	18.00	\$ 11,700.00
95	Dr Structure Cover, Type Q	Ea	7	\$ 1,000.00	\$ 7,000.00	-1.00	\$ (1,000.00)	0.00	\$ -	6.00	\$ 6,000.00
96	Dr Structure, 60 inch dia	Ea	1	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	1.00	\$ 3,000.00

**City of Portland - James Street Improvements
Change Order Breakdown**

Item No.	Description	Unit	Plan Quantity	Original Contract		Change Order #1		Change Order #2		Adjusted Contract	
				Contract Unit Price	Contract Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
97	Dr Structure, 48 inch dia	Ea	22	\$ 1,250.00	\$ 27,500.00	0.00	\$ -	0.00	\$ -	22.00	\$ 27,500.00
98	Dr Structure, Tap, 6 inch	Ea	40	\$ 0.01	\$ 0.40	-36.00	\$ (0.36)	0.00	\$ -	4.00	\$ 0.04
99	Dr Structure, Tap, 12 inch	Ea	1	\$ 150.00	\$ 150.00	-1.00	\$ (150.00)	0.00	\$ -	0.00	\$ -
100	Modular Block Retaining Wall A	Sft	100	\$ 30.00	\$ 3,000.00	260.81	\$ 7,824.30	0.00	\$ -	360.81	\$ 10,824.30
101	Modular Block Retaining Wall B	Sft	225	\$ 45.00	\$ 10,125.00	770.28	\$ 34,662.60	0.00	\$ -	995.28	\$ 44,787.60
102	Modular Block Retaining Wall C	Sft	375	\$ 32.00	\$ 12,000.00	-74.25	\$ (2,376.00)	0.00	\$ -	300.75	\$ 9,624.00
103	Decorative Fence	Ft	130	\$ 80.00	\$ 10,400.00	5.00	\$ 400.00	0.00	\$ -	135.00	\$ 10,800.00
104	Conduit, Schedule 80, 8 inch	Ft	70	\$ 12.50	\$ 875.00	-4.00	\$ (50.00)	0.00	\$ -	66.00	\$ 825.00
105	Sign, Type IIIB	Sft	93	\$ 15.00	\$ 1,395.00	-7.50	\$ (112.50)	0.00	\$ -	85.50	\$ 1,282.50
106	Installing City supplied street name sign	Ea	12	\$ 20.00	\$ 240.00	0.00	\$ -	0.00	\$ -	12.00	\$ 240.00
107	Pavt Mrkg, Waterborne, 6 inch, White	Ft	701	\$ 1.40	\$ 981.40	0.00	\$ -	302.00	\$ 422.80	1,003.00	\$ 1,404.20
108	Pavt Mrkg, Ovly Cold Plastic, 12 inch, White	Ft	192	\$ 5.25	\$ 1,008.00	0.00	\$ -	-66.00	\$ (346.50)	126.00	\$ 661.50
109	Pavt Mrkg, Ovly Cold Plastic, 24 inch, White	Ft	136	\$ 10.50	\$ 1,428.00	0.00	\$ -	54.00	\$ 567.00	190.00	\$ 1,995.00
110	Post, Steel, 3 lb	Ft	140	\$ 5.00	\$ 700.00	56.00	\$ 280.00	0.00	\$ -	196.00	\$ 980.00
111	Acer rebrum, 4 inch to 6 inch	Ea	4	\$ 500.00	\$ 2,000.00	36.00	\$ 18,000.00	0.00	\$ -	40.00	\$ 20,000.00
112	Acer x freemanii 'Jeffersred', 4 inch to 6 inch	Ea	4	\$ 500.00	\$ 2,000.00	-4.00	\$ (2,000.00)	0.00	\$ -	0.00	\$ -
113	Acer platanoides, 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	-3.00	\$ (1,500.00)	0.00	\$ -	0.00	\$ -
114	Acer saccharum, 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	-3.00	\$ (1,500.00)	0.00	\$ -	0.00	\$ -
115	Pyrus calleryana 'Redspire', 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	-3.00	\$ (1,500.00)	0.00	\$ -	0.00	\$ -
A1	Cold Milling HMA Surface (Alt 1)	Syd	2,300	\$ 2.50	\$ 5,750.00	0.00	\$ -	-200.00	\$ (500.00)	2,100.00	\$ 5,250.00
A2	HMA 13A (Alt 1)	Ton	200	\$ 76.35	\$ 15,270.00	0.00	\$ -	169.77	\$ 12,961.94	369.77	\$ 28,231.94
E1	Dr Structure Cover, Type KK	Ea	0	\$ 760.00	\$ -	4.00	\$ 3,040.00	0.00	\$ -	4.00	\$ 3,040.00
E2	Dr Structure Cover, Type Q (Mod)	Ea	0	\$ 600.00	\$ -	2.00	\$ 1,200.00	0.00	\$ -	2.00	\$ 1,200.00
E3	Dr Structure, 24 inch dia (w/ cover)	Ea	0	\$ 1,350.00	\$ -	1.00	\$ 1,350.00	0.00	\$ -	1.00	\$ 1,350.00
E4	Wood Landscape/Privacy Fence	LSUM	0	\$ 591.00	\$ -	1.00	\$ 591.00	0.00	\$ -	1.00	\$ 591.00
E5	Stone Wall Repairs (933 & 1007 James)	LSUM	0	\$ 250.00	\$ -	1.00	\$ 250.00	0.00	\$ -	1.00	\$ 250.00
E6	Stump, Rem, Grinding 80" dia	Ea	0	\$ 471.00	\$ -	1.00	\$ 471.00	0.00	\$ -	1.00	\$ 471.00
E7	Aggregate, 6A (Gravel Drives & Ret Wall)	LSUM	0	\$ 973.00	\$ -	1.00	\$ 973.00	0.00	\$ -	1.00	\$ 973.00
E8	Curb, Detail E	Ft	0	\$ 27.50	\$ -	157.50	\$ 4,331.25	0.00	\$ -	157.50	\$ 4,331.25
E9	Steps, Concrete	Ea	0	\$ 550.00	\$ -	1.00	\$ 550.00	0.00	\$ -	1.00	\$ 550.00
E10	Addl Water Service Work - 933 James	LSUM	0	\$ 2,559.00	\$ -	1.00	\$ 2,559.00	0.00	\$ -	1.00	\$ 2,559.00
E11	Addl Water Service Work - 728 James	LSUM	0	\$ 713.00	\$ -	1.00	\$ 713.00	0.00	\$ -	1.00	\$ 713.00
E12	Cemetery Drive - Traffic Control	LSUM	0	\$ 650.00	\$ -	0.00	\$ -	1.00	\$ 650.00	1.00	\$ 650.00
E13	Cemetery Drive - Removals	LSUM	0	\$ 500.00	\$ -	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00
E14	Cemetery Drive - HMA	Ton	0	\$ 165.00	\$ -	0.00	\$ -	10.00	\$ 1,650.00	10.00	\$ 1,650.00
E15	Safety Salt, 50# Bag	Ea	0	\$ 8.00	\$ -	60.00	\$ 480.00	0.00	\$ -	60.00	\$ 480.00
				Original Contract Total:	\$ 1,081,163.26		\$ 101,443.95		\$ 25,902.82		\$ 1,208,510.03

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-60

**A RESOLUTION APPROVING PAY REQUEST NO. 5 TO CL TRUCKING, INC.
FOR WORK DONE ON THE JAMES STREET IMPROVEMENT PROJECT**

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

WHEREAS, CL Trucking, Inc. has submitted Pay Request No. 5 requesting a progress payment for work completed through July 6, 2018, a copy of Pay Request No. 5 is attached as Exhibit A; and

WHEREAS, the City Engineer on this Project has reviewed Pay Request No. 5 and is recommending that the City Council approve payment in the amount of \$91,513.23.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Engineer's recommendation to approve Pay Request No. 5 and authorizes payment in the amount of \$91,513.23 to CL Trucking, Inc. for work completed through July 6, 2018.
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: January 16, 2018

Monique I. Miller, City Clerk



July 11, 2018

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

RE: James Street Improvements – Pay Application #5

Dear Mr. Gorman:

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

Road/General	\$91,513.23
Water	0.00
Sanitary	0.00
Electric	0.00

We are in agreement with the quantities and amounts submitted. We recommend payment in the amount of \$91,513.23. Please feel free to contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK

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

Jonathan W. Moxey, P.E.
Project Manager

APPLICATION FOR PAYMENT NO. 5

To: City of Portland (OWNER)
From: CL Trucking & Excavating, LLC (CONTRACTOR)
Contract: James Street Improvements
Project: James Street Improvements
OWNER's Contract No. N/A ENGINEER's Project No. 830080
For Work accomplished through the date of: 7/6/18

1. ORIGINAL CONTRACT PRICE:	\$	<u>1,081,163.26</u>
2. Net change by Change Orders:	\$	<u>127,346.77</u>
3. Current Contract Price (1 plus 2):	\$	<u>1,208,510.03</u>
4. TOTAL COMPLETED AND STORED TO DATE:	\$	<u>1,208,510.03</u>
5. RETAINAGE:		
<u> </u> % of completed Work:	\$	<u> </u>
<u> 5 </u> % of Contract Price:	\$	<u>54,060.43</u>
<u> </u> % of stored material:	\$	<u> </u>
Total Retainage:	\$	<u>54,060.43</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$	<u>1,154,449.60</u>
7. LESS PREVIOUS PAYMENTS:	\$	<u>1,062,936.37</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	<u>91,513.23</u>

Accompanying Documentation: See breakdown attached.

CONTRACTOR'S Certification:

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

Dated: 7/11/18

CL Trucking & Excavating, LLC
CONTRACTOR

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

ENGINEER's Recommendation:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 7/11/18

Fleis & VandenBrink Engineering, Inc.
ENGINEER

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

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

Pay App 5

Item No.	Description	Unit	Plan Quantity	Contract Unit Price	Original Contract Amount	Current Quantity	Current Contract Amount	Quantity Complete to Date	Amount Complete to Date	Quantity	Amount
1	General Conditions, Bonds & Insurances (Max 5%)	LSUM	1	\$ 52,750.00	\$ 52,750.00	1.00	\$ 52,750.00	1.00	\$52,750.00	0.00	\$ -
2	Above Ground Video Survey	LSUM	1	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	1.00	\$1,250.00	0.00	\$ -
3	Roadway Grading	Sta	18	\$ 2,765.00	\$ 48,387.50	20.84	\$ 57,622.60	20.84	\$57,622.60	0.00	\$ -
4	Subgrade Undercutting, Type II	Cyd	100	\$ 10.00	\$ 1,000.00	315.81	\$ 3,158.10	315.81	\$3,158.10	0.00	\$ -
5	Trench Undercut and Backfill	Cyd	100	\$ 10.00	\$ 1,000.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
6	Maintenance Gravel, LM	Cyd	100	\$ 5.00	\$ 500.00	28.00	\$ 140.00	28.00	\$140.00	0.00	\$ -
7	Exploratory Digging	Hr	50	\$ 1.00	\$ 50.00	47.50	\$ 47.50	47.50	\$47.50	0.00	\$ -
8	Flowable Fill	Cyd	100	\$ 1.00	\$ 100.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
9	Tree, Rem, 19 inch to 36 inch	Ea	5	\$ 500.00	\$ 2,500.00	11.00	\$ 5,500.00	11.00	\$5,500.00	0.00	\$ -
10	Tree, Rem, 6 inch to 18 inch	Ea	2	\$ 150.00	\$ 300.00	7.00	\$ 1,050.00	7.00	\$1,050.00	0.00	\$ -
11	Stump, Rem	Ea	1	\$ 100.00	\$ 100.00	7.00	\$ 700.00	7.00	\$700.00	0.00	\$ -
12	Tree, Relocate	Ea	1	\$ 100.00	\$ 100.00	1.00	\$ 100.00	1.00	\$100.00	0.00	\$ -
13	Flag and Landscape, Relocate	Ea	1	\$ 150.00	\$ 150.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
14	Sign, Type III, Rem	Ea	8	\$ 15.00	\$ 120.00	9.00	\$ 135.00	9.00	\$135.00	0.00	\$ -
15	Cold Milling HMA Surface	Syd	6,700	\$ 1.15	\$ 7,705.00	6,793.94	\$ 7,813.03	6,793.94	\$7,813.03	0.00	\$ -
16	Pavt, Rem	Syd	1,114	\$ 4.00	\$ 4,456.00	974.80	\$ 3,899.20	974.80	\$3,899.20	0.00	\$ -
17	Sidewalk, Rem	Syd	980	\$ 4.00	\$ 3,920.00	959.42	\$ 3,837.68	959.42	\$3,837.68	0.00	\$ -
18	Curb and Gutter, Rem	Ft	3,770	\$ 3.90	\$ 14,703.00	3,951.21	\$ 15,409.72	3,951.21	\$15,409.72	0.00	\$ -
19	Timber Wall, Rem	Syd	30	\$ 10.00	\$ 300.00	36.52	\$ 365.20	36.52	\$365.20	0.00	\$ -
20	San Sewer, Rem, Less than 24 inch	Ft	200	\$ 7.50	\$ 1,500.00	1,239.00	\$ 9,292.50	1,239.00	\$9,292.50	0.00	\$ -
21	Storm Sewer, Rem, Less than 24 inch	Ft	300	\$ 5.00	\$ 1,500.00	1,422.10	\$ 7,110.50	1,422.10	\$7,110.50	0.00	\$ -
22	Dr Structure, Rem	Ea	18	\$ 300.00	\$ 5,400.00	20.00	\$ 6,000.00	20.00	\$6,000.00	0.00	\$ -
23	San Manhole, Rem	Ea	8	\$ 300.00	\$ 2,400.00	8.00	\$ 2,400.00	8.00	\$2,400.00	0.00	\$ -
24	Valve Box, Rem	Ea	10	\$ 125.00	\$ 1,250.00	10.00	\$ 1,250.00	10.00	\$1,250.00	0.00	\$ -
25	Hydrant, Rem	Ea	4	\$ 500.00	\$ 2,000.00	4.00	\$ 2,000.00	4.00	\$2,000.00	0.00	\$ -
26	Structure Cover, Adj, Case 2	Ea	8	\$ 300.00	\$ 2,400.00	4.00	\$ 1,200.00	4.00	\$1,200.00	0.00	\$ -
27	Erosion Control, Inlet Protection, Fabric Drop	Ea	22	\$ 100.00	\$ 2,200.00	21.00	\$ 2,100.00	21.00	\$2,100.00	0.00	\$ -
28	Erosion Control, Silt Fence	Ft	650	\$ 0.01	\$ 6.50	158.00	\$ 1.58	158.00	\$1.58	0.00	\$ -
29	Mulch Blanket	Syd	200	\$ 1.00	\$ 200.00	659.11	\$ 659.11	659.11	\$659.11	0.00	\$ -
30	Slope Restoration	Syd	5,000	\$ 4.00	\$ 20,000.00	5,833.14	\$ 23,332.56	5,833.14	\$23,332.56	0.00	\$ -
31	Barricade, Type III, High Intensity, Double Sided, Light	Ea	19	\$ 48.00	\$ 912.00	19.00	\$ 912.00	19.00	\$912.00	0.00	\$ -
32	Barricade, Type III, High Intensity, Double Sided, Light	Ea	19	\$ 2.00	\$ 38.00	19.00	\$ 38.00	19.00	\$38.00	0.00	\$ -
33	Minor Traf Devices	LSUM	1	\$ 9,870.00	\$ 9,870.00	1.00	\$ 9,870.00	1.00	\$9,870.00	0.00	\$ -
34	Plastic Drum, High Intensity, Furn	Ea	20	\$ 9.75	\$ 195.00	20.00	\$ 195.00	20.00	\$195.00	0.00	\$ -
35	Plastic Drum, High Intensity, Oper	Ea	20	\$ 0.25	\$ 5.00	20.00	\$ 5.00	20.00	\$5.00	0.00	\$ -
36	Sign, Type B, Temp, Prismatic, Furn	Sft	337	\$ 2.75	\$ 926.75	451.50	\$ 1,241.63	451.50	\$1,241.63	0.00	\$ -
37	Sign, Type B, Temp, Prismatic, Oper	Sft	337	\$ 0.10	\$ 33.70	451.50	\$ 45.15	451.50	\$45.15	0.00	\$ -
38	Traf Regulator Control	LSUM	1	\$ 0.01	\$ 0.01	0.00	\$ -	0.00	\$0.00	0.00	\$ -
39	Subbase, CIP	Cyd	2,550	\$ 7.00	\$ 17,850.00	2,865.62	\$ 20,059.34	2,865.62	\$20,059.34	0.00	\$ -
40	Aggregate Base, 8 inch	Syd	6,600	\$ 5.00	\$ 33,000.00	7,058.31	\$ 35,291.55	7,058.31	\$35,291.55	0.00	\$ -
41	Hand Patching	Ton	75	\$ 30.00	\$ 2,250.00	2.76	\$ 82.80	2.76	\$82.80	0.00	\$ -
42	HMA, 13A (Surface)	Ton	575	\$ 71.00	\$ 40,825.00	598.89	\$ 42,521.19	598.89	\$42,521.19	-59.22	\$ (4,204.62)
43	HMA, 13A (Leveling)	Ton	575	\$ 71.00	\$ 40,825.00	725.51	\$ 51,511.21	725.51	\$51,511.21	725.51	\$ 51,511.21
44	Place and Compact HMA Millings	Syd	235	\$ 4.00	\$ 940.00	1,114.00	\$ 4,456.00	1,114.00	\$4,456.00	966.00	\$ 3,864.00
45	Driveway, Nonreinf Conc, 6 inch	Syd	1,180	\$ 29.50	\$ 34,810.00	921.94	\$ 27,197.23	921.94	\$27,197.23	0.00	\$ -
46	Curb and Gutter, Conc, Det F4	Ft	4,820	\$ 12.00	\$ 57,840.00	3,979.15	\$ 47,749.80	3,979.15	\$47,749.80	0.00	\$ -
47	Underdrain, Pipe, 6 inch	Ft	4,820	\$ 2.50	\$ 12,050.00	1,235.50	\$ 3,088.75	1,235.50	\$3,088.75	0.00	\$ -
48	Detectable Warning Surface	Ft	170	\$ 72.00	\$ 12,240.00	165.45	\$ 11,912.40	165.45	\$11,912.40	0.00	\$ -

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

Pay App 5

Item No.	Description	Unit	Plan Quantity	Contract Unit Price	Original Contract Amount	Current Quantity	Current Contract Amount	Quantity Complete to Date	Amount Complete to Date	Quantity	Amount
49	Sidewalk Ramp, Conc, 6 inch	Sft	740	\$ 5.00	\$ 3,700.00	751.22	\$ 3,756.10	751.22	\$3,756.10	0.00	\$ -
50	Sidewalk, Conc, 4 inch	Sft	14,100	\$ 3.00	\$ 42,300.00	16,692.52	\$ 50,077.56	16,692.52	\$50,077.56	0.00	\$ -
51	Connect to Existing Sanitary Manhole	Ea	2	\$ 1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	2.00	\$2,000.00	0.00	\$ -
52	Connect to Existing Sanitary Sewer	Ea	5	\$ 850.00	\$ 4,250.00	5.00	\$ 4,250.00	5.00	\$4,250.00	0.00	\$ -
53	San Lateral, 6 inch	Ft	980	\$ 26.00	\$ 25,480.00	1,014.83	\$ 26,385.58	1,014.83	\$26,385.58	0.00	\$ -
54	San Wye, 8 inch x 6 inch	Ea	11	\$ 100.00	\$ 1,100.00	18.00	\$ 1,800.00	18.00	\$1,800.00	0.00	\$ -
55	San Lateral, Reconnect	Ea	19	\$ 150.00	\$ 2,850.00	22.00	\$ 3,300.00	22.00	\$3,300.00	0.00	\$ -
56	San Sewer, 8 inch	Ft	1,454	\$ 62.00	\$ 90,148.00	1,449.50	\$ 89,869.00	1,449.50	\$89,869.00	0.00	\$ -
57	San Manhole, 48 inch dia	Ea	6	\$ 3,500.00	\$ 21,000.00	7.00	\$ 24,500.00	7.00	\$24,500.00	0.00	\$ -
58	Corporation Stop, 2 inch	Ea	1	\$ 425.00	\$ 425.00	1.00	\$ 425.00	1.00	\$425.00	0.00	\$ -
59	Corporation Stop, 1 inch	Ea	28	\$ 100.00	\$ 2,800.00	25.00	\$ 2,500.00	25.00	\$2,500.00	0.00	\$ -
60	Curb Stop and Box, 2 inch	Ea	1	\$ 650.00	\$ 650.00	1.00	\$ 650.00	1.00	\$650.00	0.00	\$ -
61	Curb Stop and Box, 1 inch	Ea	28	\$ 200.00	\$ 5,600.00	25.00	\$ 5,000.00	25.00	\$5,000.00	0.00	\$ -
62	Water Service, Reconnect	Ea	28	\$ 75.00	\$ 2,100.00	27.00	\$ 2,025.00	27.00	\$2,025.00	0.00	\$ -
63	Water Service, 2 inch	Ft	15	\$ 45.00	\$ 675.00	24.50	\$ 1,102.50	24.50	\$1,102.50	0.00	\$ -
64	Water Service, 1 inch	Ft	650	\$ 35.00	\$ 22,750.00	832.20	\$ 29,127.00	832.20	\$29,127.00	0.00	\$ -
65	Gate Valve and Box, 8 inch	Ea	18	\$ 1,750.00	\$ 31,500.00	20.00	\$ 35,000.00	20.00	\$35,000.00	0.00	\$ -
66	Water Main, 8 inch, Cut and Plug	Ea	4	\$ 200.00	\$ 800.00	3.00	\$ 600.00	3.00	\$600.00	0.00	\$ -
67	Water Main, 6 inch, Cut and Plug	Ea	5	\$ 200.00	\$ 1,000.00	6.00	\$ 1,200.00	6.00	\$1,200.00	0.00	\$ -
68	Water Main, DI, 8 inch	Ft	2,167	\$ 62.00	\$ 134,354.00	2,242.05	\$ 139,007.10	2,242.05	\$139,007.10	0.00	\$ -
69	Bend, 45 DEG, 8 inch	Ea	18	\$ 225.00	\$ 4,050.00	19.00	\$ 4,275.00	19.00	\$4,275.00	0.00	\$ -
70	Bend, 45 DEG, 6 inch	Ea	8	\$ 175.00	\$ 1,400.00	2.00	\$ 350.00	2.00	\$350.00	0.00	\$ -
71	Bend, 22.5 DEG, 6 inch	Ea	8	\$ 175.00	\$ 1,400.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
72	Bend, 22.5 DEG, 8 inch	Ea	8	\$ 225.00	\$ 1,800.00	1.00	\$ 225.00	1.00	\$225.00	0.00	\$ -
73	Bend, 90 DEG, 6 inch	Ea	1	\$ 175.00	\$ 175.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
74	Tee, 8 inch x 8 inch x 8 inch	Ea	8	\$ 350.00	\$ 2,800.00	8.00	\$ 2,800.00	8.00	\$2,800.00	0.00	\$ -
75	Tee, 8 inch x 8 inch x 6 inch	Ea	6	\$ 350.00	\$ 2,100.00	6.00	\$ 2,100.00	6.00	\$2,100.00	0.00	\$ -
76	Reducer, 8 inch x 6 inch	Ea	5	\$ 250.00	\$ 1,250.00	6.00	\$ 1,500.00	6.00	\$1,500.00	0.00	\$ -
77	Water Main, Connect, 8 inch	Ea	4	\$ 1,500.00	\$ 6,000.00	3.00	\$ 4,500.00	3.00	\$4,500.00	0.00	\$ -
78	Water Main, Connect, 6 inch	Ea	5	\$ 1,500.00	\$ 7,500.00	6.00	\$ 9,000.00	6.00	\$9,000.00	0.00	\$ -
79	Cap, DI, 8 inch	Ea	1	\$ 150.00	\$ 150.00	1.00	\$ 150.00	1.00	\$150.00	0.00	\$ -
80	Water Main, DI, 6 inch	Ft	90	\$ 50.00	\$ 4,500.00	84.20	\$ 4,210.00	84.20	\$4,210.00	0.00	\$ -
81	Gate Valve and Box, 6 inch	Ea	6	\$ 1,250.00	\$ 7,500.00	6.00	\$ 7,500.00	6.00	\$7,500.00	0.00	\$ -
82	Fire Hydrant	Ea	6	\$ 2,500.00	\$ 15,000.00	6.00	\$ 15,000.00	6.00	\$15,000.00	0.00	\$ -
83	Storm Sewer, 12 inch	Ft	1,158	\$ 40.00	\$ 46,320.00	1,146.44	\$ 45,857.60	1,146.44	\$45,857.60	0.00	\$ -
84	Storm Sewer, 15 inch	Ft	47	\$ 42.00	\$ 1,974.00	43.50	\$ 1,827.00	43.50	\$1,827.00	0.00	\$ -
85	Storm Sewer, 18 inch,	Ft	110	\$ 55.00	\$ 6,050.00	118.00	\$ 6,490.00	118.00	\$6,490.00	0.00	\$ -
86	Storm Sewer, 24 inch	Ft	76	\$ 65.00	\$ 4,940.00	59.50	\$ 3,867.50	59.50	\$3,867.50	0.00	\$ -
87	Storm Sewer Tap, 10 inch	Ea	1	\$ 200.00	\$ 200.00	1.00	\$ 200.00	1.00	\$200.00	0.00	\$ -
88	Storm Sewer Tap, 12 inch	Ea	1	\$ 200.00	\$ 200.00	1.00	\$ 200.00	1.00	\$200.00	0.00	\$ -
89	Storm Sewer Tap, 15 inch	Ea	1	\$ 300.00	\$ 300.00	1.00	\$ 300.00	1.00	\$300.00	0.00	\$ -
90	Storm Sewer Tap, 18 inch	Ea	1	\$ 350.00	\$ 350.00	2.00	\$ 700.00	2.00	\$700.00	0.00	\$ -
91	Storm Sewer Tap, 24 inch	Ea	2	\$ 400.00	\$ 800.00	2.00	\$ 800.00	2.00	\$800.00	0.00	\$ -
92	Video Taping Sewer and Culv Pipe	Ft	1,391	\$ 1.00	\$ 1,391.00	1,367.44	\$ 1,367.44	1,367.44	\$1,367.44	0.00	\$ -
93	Dr Structure Cover, Type B	Ea	3	\$ 1,000.00	\$ 3,000.00	3.00	\$ 3,000.00	3.00	\$3,000.00	0.00	\$ -
94	Dr Structure Cover, Type K	Ea	19	\$ 650.00	\$ 12,350.00	18.00	\$ 11,700.00	18.00	\$11,700.00	0.00	\$ -
95	Dr Structure Cover, Type Q	Ea	7	\$ 1,000.00	\$ 7,000.00	6.00	\$ 6,000.00	6.00	\$6,000.00	0.00	\$ -
96	Dr Structure, 60 inch dia	Ea	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$3,000.00	0.00	\$ -

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

Pay App 5

Item No.	Description	Unit	Plan Quantity	Contract Unit Price	Original Contract Amount	Current Quantity	Current Contract Amount	Quantity Complete to Date	Amount Complete to Date	Quantity	Amount
97	Dr Structure, 48 inch dia	Ea	22	\$ 1,250.00	\$ 27,500.00	22.00	\$ 27,500.00	22.00	\$27,500.00	0.00	\$ -
98	Dr Structure, Tap, 6 inch	Ea	40	\$ 0.01	\$ 0.40	4.00	\$ 0.04	4.00	\$0.04	0.00	\$ -
99	Dr Structure, Tap, 12 inch	Ea	1	\$ 150.00	\$ 150.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
100	Modular Block Retaining Wall A	Sft	100	\$ 30.00	\$ 3,000.00	360.81	\$ 10,824.30	360.81	\$10,824.30	0.00	\$ -
101	Modular Block Retaining Wall B	Sft	225	\$ 45.00	\$ 10,125.00	995.28	\$ 44,787.60	995.28	\$44,787.60	0.00	\$ -
102	Modular Block Retaining Wall C	Sft	375	\$ 32.00	\$ 12,000.00	300.75	\$ 9,624.00	300.75	\$9,624.00	0.00	\$ -
103	Decorative Fence	Ft	130	\$ 80.00	\$ 10,400.00	135.00	\$ 10,800.00	135.00	\$10,800.00	0.00	\$ -
104	Conduit, Schedule 80, 8 inch	Ft	70	\$ 12.50	\$ 875.00	66.00	\$ 825.00	66.00	\$825.00	0.00	\$ -
105	Sign, Type IIIB	Sft	93	\$ 15.00	\$ 1,395.00	85.50	\$ 1,282.50	85.50	\$1,282.50	0.00	\$ -
106	Installing City supplied street name sign	Ea	12	\$ 20.00	\$ 240.00	12.00	\$ 240.00	12.00	\$240.00	0.00	\$ -
107	Pavt Mrkg, Waterborne, 6 inch, White	Ft	701	\$ 1.40	\$ 981.40	1,003.00	\$ 1,404.20	1,003.00	\$1,404.20	1,003.00	\$ 1,404.20
108	Pavt Mrkg, Ovly Cold Plastic, 12 inch, White	Ft	192	\$ 5.25	\$ 1,008.00	126.00	\$ 661.50	126.00	\$661.50	126.00	\$ 661.50
109	Pavt Mrkg, Ovly Cold Plastic, 24 inch, White	Ft	136	\$ 10.50	\$ 1,428.00	190.00	\$ 1,995.00	190.00	\$1,995.00	190.00	\$ 1,995.00
110	Post, Steel, 3 lb	Ft	140	\$ 5.00	\$ 700.00	196.00	\$ 980.00	196.00	\$980.00	0.00	\$ -
111	Acer rebrum, 4 inch to 6 inch	Ea	4	\$ 500.00	\$ 2,000.00	40.00	\$ 20,000.00	40.00	\$20,000.00	0.00	\$ -
112	Acer x freemantii 'Jeffersred', 4 inch to 6 inch	Ea	4	\$ 500.00	\$ 2,000.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
113	Acer platanoides, 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
114	Acer saccharum, 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
115	Pyrus calleryana 'Redspire', 4 inch to 6 inch	Ea	3	\$ 500.00	\$ 1,500.00	0.00	\$ -	0.00	\$0.00	0.00	\$ -
A1	Cold Milling HMA Surface (Alt 1)	Syd	2,300	\$ 2.50	\$ 5,750.00	2,100.00	\$ 5,250.00	2,100.00	\$5,250.00	2,100.00	\$ 5,250.00
A2	HMA 13A (Alt 1)	Ton	200	\$ 76.35	\$ 15,270.00	369.77	\$ 28,231.94	369.77	\$28,231.94	369.77	\$ 28,231.94
E1	Dr Structure Cover, Type KK	Ea	0	\$ 760.00	\$ -	4.00	\$ 3,040.00	4.00	\$3,040.00	0.00	\$ -
E2	Dr Structure Cover, Type Q (Mod)	Ea	0	\$ 600.00	\$ -	2.00	\$ 1,200.00	2.00	\$1,200.00	0.00	\$ -
E3	Dr Structure, 24 inch dia (w/ cover)	Ea	0	\$ 1,350.00	\$ -	1.00	\$ 1,350.00	1.00	\$1,350.00	0.00	\$ -
E4	Wood Landscape/Privacy Fence	LSUM	0	\$ 591.00	\$ -	1.00	\$ 591.00	1.00	\$591.00	0.00	\$ -
E5	Stone Wall Repairs (933 & 1007 James)	LSUM	0	\$ 250.00	\$ -	1.00	\$ 250.00	1.00	\$250.00	0.00	\$ -
E6	Stump, Rem, Grinding 80" dia	Ea	0	\$ 471.00	\$ -	1.00	\$ 471.00	1.00	\$471.00	0.00	\$ -
E7	Aggregate, 6A (Gravel Drives & Ret Wall)	LSUM	0	\$ 973.00	\$ -	1.00	\$ 973.00	1.00	\$973.00	0.00	\$ -
E8	Curb, Detail E	Ft	0	\$ 27.50	\$ -	157.50	\$ 4,331.25	157.50	\$4,331.25	0.00	\$ -
E9	Steps, Concrete	Ea	0	\$ 550.00	\$ -	1.00	\$ 550.00	1.00	\$550.00	0.00	\$ -
E10	Addl Water Service Work - 933 James	LSUM	0	\$ 2,559.00	\$ -	1.00	\$ 2,559.00	1.00	\$2,559.00	0.00	\$ -
E11	Addl Water Service Work - 728 James	LSUM	0	\$ 713.00	\$ -	1.00	\$ 713.00	1.00	\$713.00	0.00	\$ -
E12	Cemetery Drive - Traffic Control	LSUM	0	\$ 650.00	\$ -	1.00	\$ 650.00	1.00	\$650.00	1.00	\$ 650.00
E13	Cemetery Drive - Removals	LSUM	0	\$ 500.00	\$ -	1.00	\$ 500.00	1.00	\$500.00	1.00	\$ 500.00
E14	Cemetery Drive - HMA	Ton	0	\$ 165.00	\$ -	10.00	\$ 1,650.00	10.00	\$1,650.00	10.00	\$ 1,650.00
E15	Safety Salt, 50# Bag	Ea	0	\$ 8.00	\$ -	60.00	\$ 480.00	60.00	\$480.00	0.00	\$ -

Original Contract Total:	\$ 1,081,163.26	\$ 1,208,510.03	Total to Date:	\$1,208,510.03	\$ 91,513.23
			Retainage	\$54,060.43	\$0.00
			Payment	\$1,154,449.60	\$91,513.23

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-61

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

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

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

Planning Commission

-Brian Grapentien to a term expiring June 30, 2021

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

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

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 16, 2018

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, July 2, 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; Police Chief Thomas

Guests: Jon Moxey and Lindsey Sigorski of Fleis & VandenBrink; Kathy Parsons

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

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Under City Manager Report, City Manager Gorman reported that Mayberry Homes, the current owner of Rindlehaven, has completed Phase I of the development and are proposing changes to the adopted TND PUD. The Planning Commission will meet on July 11, 2018 and hear about the proposed changes. An official site plan review will take place at a later meeting.

The test pits under the Redevelopment Brownfield Grant for the property donated by ADM Alliance Nutrition to the City will be dug on Monday, July 9, 2018.

City Manager Gorman presented photos of the barn located next to the Hydro Electric Dam. Historically, this building housed the administrative offices and control center for the dam before the current facility was constructed. The Electric Department uses this building for storage but it has fallen into disrepair. Electric Superintendent Hyland will be obtaining a quote for its demolition.

Painters have recently completed the restoration and staining of the Red Mill. They are now working on the Veterans Memorial Bridge and will then repaint some of the street light posts.

City Manager Gorman presented photos of the historic hitching post that was memorialized in conjunction with the James Street Improvement Project. This was also an opportunity to pay tribute to Captain Robert Torp-Smith for his service to our Country. Fleis & VandenBrink donated the plaque and no City funds were used.

City Manager Gorman noted that the City is in the process of updating signage in town. He presented photos of new park signs and the new welcome signs that will be posted.

The City of Portland is in the running for the Michigan Municipal League's 2018 Community Excellence Award for the redevelopment and revitalization of the Portland School Apartments. Residents can vote once a day from June 29, 2018 through July 29, 2018 at <http://cea.mml.org/vote/>

Under New Business, the Council held the Second Reading and consideration of Ordinance 194D to repeal the amortization schedule of the nonconforming section of the Sign Ordinance that would require all signs be brought into conformity by August 2018. City Manager Gorman noted that all of the other requirements of the Sign Ordinance will still be in effect. Signs would be required to be brought into compliance as required by Section 28-8 of the Sign Ordinance.

There was discussion.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Ordinance 194D to amend Section 28-8 of the City Code of Ordinances to repeal the Amortization Schedule of the Nonconforming Section of the City Sign Ordinance.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 18-54 a Resolution of Support for the Safe Routes to School; federal funding for non-motorized projects, program administered through the Michigan Department of Transportation. The City of Portland has partnered with Portland Public Schools and St. Patrick Catholic School to develop an Action Plan and prepare an application for this funding.

Motion by Baldyga, supported by Johnston, to approve Resolution 18-54 a Resolution of Support for the Safe Routes to School program.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 18-55 to approve a contract with Clear Heights Construction, LLC for the purchase and installation of a salt barn for the Department of Public Works in the amount of \$61,650.00. The current salt barn is in disrepair and exceeded its life expectancy. City Manager Gorman and City Staff have researched various building design options, sought quotes, and recommend the proposed contract be approved.

Mr. Moxey and Ms. Sigorski presented information on the proposed salt barn and a site plan for the DPW complex.

There was discussion.

Motion by VanSlambrouck, supported by Baldyga, to approve Resolution 18-55 approving, authorizing, and directing the Mayor to sign a contract with Clear Heights Construction, LLC for the purchase and installation of a salt barn for the Department of Public Works.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes
Nays: None
Adopted

The Council considered Resolution 18-56 to approve Fleis & VandenBrink's proposal to provide Design Engineering Services for the Grand River Avenue Small Urban Improvements from Cutler Road through the I-96 ramps in the amount of \$41,200.00.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 18-56 approving Fleis & VandenBrink's proposal to provide Design Engineering services for the Grand River Avenue Small Urban Improvements from Cutler Road through the I-96 ramps.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Baldyga, Barnes
Nays: None
Adopted

The Council considered Resolution 18-57 to approve Fleis & VandenBrink's proposal to provide Design Engineering Services for the Grand River Bridge Preventative Maintenance Improvements in the amount of \$24,800.00. The Grand River Bridge was selected for funding through the Michigan Department of Transportation's Local Bridge Program which funds 95% of the construction cost. The City is responsible for a 5% local match and engineering costs.

Motion by VanSlambrouck, supported by Baldyga, to approve Resolution 18-57 approving Fleis & VandenBrink's proposal to provide Design Engineering Services for the Grand River Bridge Preventative Maintenance Improvements.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes
Nays: None
Adopted

Motion by Johnston, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on June 18, 2018, payment of invoices in the amount of \$114,947.64 and payroll in the amount of \$120,666.53 for a total of \$235,614.17. A purchase order to Chrouch Communications in the amount of \$11,124.00 for pagers was also included.

Yeas: Johnston, VanSlambrouck, Fitzsimmons, Baldyga, Barnes
Nays: None
Adopted

Under City Manager Comments, City Manager Gorman reminded residents that fireworks are allowed in the City the day before the 4th of July, on the 4th of July, and the day after the 4th of July.

City Manager Gorman also reminded residents that City Hall will be closed on Wednesday, July 4th. The fireworks will be held at dusk on Tuesday, July 3rd and the parade will be held Wednesday, July 4th at 10:00 A.M.

Under Council Comments, Mayor Barnes thanked Brian Grapentien for submitting his application for reappointment to the Planning Commission.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 8:06 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the July 2, 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; Police Chief Thomas

Second Reading and Adoption of Ordinance 194D to repeal the amortization schedule of the nonconforming section of the Sign Ordinance that would require all signs be brought into conformity by August 2018.

Approval of Resolution 18-54 a Resolution of Support for the Safe Routes to School program.
All in favor. Adopted.

Approval of Resolution 18-55 approving, authorizing, and directing the Mayor to sign a contract with Clear Heights Construction, LLC for the purchase and installation of a salt barn for the Department of Public Works.

All in favor. Adopted.

Approval of Resolution 18-56 approving Fleis & VandenBrink’s proposal to provide Design Engineering services for the Grand River Avenue Small Urban Improvements from Cutler Road through the I-96 ramps.

All in favor. Adopted.

Approval of Resolution 18-57 approving Fleis & VandenBrink’s proposal to provide Design Engineering Services for the Grand River Bridge Preventative Maintenance Improvements.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 8:06 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

CITY OF PORTLAND INVOICE REGISTER

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CLEAR HEIGHTS CONSTRUCTION LLC	02527	DEPOSIT FOR BUILDING ORDER - GENERAL	21,577.50
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	1,254.05
ALICE TRAINING INSTITUTE	MISC	TRAINING - POLICE	595.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	180.00
ANNIE PLINE	MISC	UNIFORM SEW PATCHES - POLICE	30.00
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	59.43
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	20.89
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	13.49
AT&T	00686	PHONE SERVICE - GENERAL	267.86
AT&T	00686	PHONE SERVICE - ELECTRIC	405.02
AT&T	00686	PHONE SERVICE - WATER, MOTOR POOL	535.72
AT&T	00686	PHONE SVC - WASTE WATER	123.24
AT&T	00686	PHONE SERVICE - GENERAL	230.09
AT&T	00686	PHONE LINE HYDRO DAM - ELECTRIC	133.92
BADER & SONS CO.	00031	JOHN DEERE 2920M - PARKS, CEM	3,022.60
BADER & SONS CO.	00031	SERVICE - MTR POOL	44.50
BEACON ATHLETICS	01242	BALLFIELD BASES - PARKS	492.00
BEACON ATHLETICS	01242	BALLFIELD BASES - PARKS	485.00
BEACON ATHLETICS	01242	BALLFIELD EQUIPMENT - PARKS	1,518.00
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMB	55.60
B&W AUTO SUPPLY, INC.	00030	PARTS & SUPPLIES - VARIOUS DEPTS	183.70
CENTURYLINK	01567	PHONE SERVICES - VARIOUS DEPTS	4.70
CHROUCH COMMUNICATION, INC.	00082	RADIOS - AMBULANCE	11,124.00
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	425.14
CINTAS-725	00083	UNIFORM & RUG CLEANING - VARIOUS DEPTS	925.69
BSN SPORTS	00911	POLE SET - PARKS	1,169.93
CITY OF IONIA	00204	REIMB FOR HOTEL BILL MACP CONFERENCE - POLICE	273.60
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	108.89
COOK BROS EXCAVATING	00101	HAUL EXCESS DIRT SPOILS - LOC STS	1,500.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CULLIGAN	02130	WATER - CEM, PARKS	19.00
DORNBOS, SIGN & SAFETY, INC.	00067	PARK SIGNS - PARKS	1,870.00
DORNBOS, SIGN & SAFETY, INC.	00067	SUPPLIES - MAJ STS, LOC STS	320.10
DORNBOS, SIGN & SAFETY, INC.	00067	SUPPLIES - MAJ STS, LOC STS	39.75
FAMILY FARM & HOME	01972	MINI PUMP - ELECTRIC	99.99
FAMILY FARM & HOME	01972	SUPPLIES - LOC STS, MTR POOL	77.98
FARABEE MECHANICAL, INC.	00148	TESTS - ELECTRIC	2,351.45
FOSTER BLUE WATER OIL, LLC	02301	PARKS/CEM FUEL - CEM, PARKS	450.53
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - PARKS/CEMETERY	234.92
PHIL GENSTERBLUM	00164	MILEAGE REIMB MAY & JUNE - CODE, AMB	345.69
GRANGER CONTAINER SERVICE	00175	REFUSE - CEM, PARKS, MP	374.26
GRANGER CONTAINER SERVICE	00175	REFUSE - REFUSE	12,559.49
GRANGER CONTAINER SERVICE	00175	REFUSE - WASTE WTR	152.58
GRANGER CONTAINER SERVICE	00175	REFUSE - POLICE, COMM PROMO, ELECTRIC	152.58
GRANGER CONTAINER SERVICE	00175	STREET SWEEPINGS - LOC STS, MAJ STS	110.00
HOMETOWN SPORTS, INC.	01326	STICKERS SPEED TRAILER - POLICE	28.00
HAMMOND FARMS NORTH	02518	LEIK'S GROVE - COMM PROMO	350.25
RYAN HONSOWITZ	00191	CLOTHING ALLOWANCE - CEMETERY, MTR POOL	199.70
HYDROCORP	02340	INSPECTION & REPORTING - WATER	499.00
I.T. RIGHT	02440	OFFICE 365 - POLICE	54.15
I.T. RIGHT	02440	MICROSOFT OFFICE 2016 - POLICE	229.00
KEUSCH SUPER SERVICE	00228	TIRE REPAIRS - CEM, PARKS	33.95
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - MTR POOL	50.00
LANSING UNIFORM COMPANY	00962	SHIRT - POLICE	46.95
MCFADDEN LAW OFFICE PLLC	02299	LEGAL SERVICES - POLICE	34.50
MENARDS	00260	SCREWS - PARKS	122.92
MHR BILLING	01780	BILLING CHARGES - AMBULANCE	2,140.00
MPC CASHWAY LUMBER	00317	LUMBER POWERS PARK BLEACHERS - PARKS	231.06
MPC CASHWAY LUMBER	00317	LUMBER FOR POWERS PARK	2,043.80

CITY OF PORTLAND INVOICE REGISTER

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	2,757.00
NATIONAL ALLIANCE FOR YOUTH SPORTSMISC		YOUTH SPORTS ADMINISTRATION CERTIFICATION- REC	395.00
PLB PLANNING GROUP LLC	02504	CONSULTING SERVICE - CODE	187.50
PLEUNE SERVICE COMPANY INC.	00741	HVAC SERIVCE - ELECTRIC	780.00
PLEUNE SERVICE COMPANY INC.	00741	HVAC SERVICE TO FIX COUNCIL CHAMBERS - CITY HA	379.00
PREMIER SAFETY	02465	GASMEMBER CALIBRATION - WATER	301.94
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - MTR POOL	247.80
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - AMUBLANCE	286.02
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMBULANCE	93.85
REBECCA PENNINGTON	MISC	REIMB FOR AMB RUN OVERPAYMENT - AMBULANCE	56.77
RESCO	00392	ELBOW TAP PLUG LOADBREAK - ELECTRIC RES# 17-66	21,771.75
RESCO	00392	ELBOW TAP PLUG LOADBREAK - ELEC	6,608.25
RURAL GAS & APPLIANCE	00398	LP TANK RENTAL FOR CUTLER RD LIFT STATION GEN-	141.00
S&K PRINTING	00400	SUMMER PROPERTY TAX BILLS - GENERAL	275.00
SPARROW OCCUPATIONAL HEALTH-LANSIN	00340	PHYSICAL EXAM - AMBULANCE	194.47
STAPLES BUSINESS ADVANTAGE	00426	SUPPLIES - VARIOUS DEPTS	5,843.68
SUPERIOR ASPHALT INC	02348	STREET PAVING- RIVERSIDE DR SEWER MAIN REPAIR	5,050.00
SUPERIOR ASPHALT INC	02348	TONS ASPHALT - MAJ STS, LOC STS	291.72
SWEET CAROLINES BBQ	MISC	SAFETY MEETING - VARIOUS DEPTS	150.00
TNT	MISC	GARAGE DOOR REPAIR - POLICE	175.00
TOM'S FOOD CENTER	00452	SUPPLIES - VARIOUS DEPTS	945.10
USA SOFTBALL OF MI	02444	ADULT SOFTBALL TEAM REGISTRATIONS - REC	585.00
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA - ELECTRIC	225.00
UTILITY SERVICE CO. INC.	02133	QUARTERLY PMT FOR SOUTH TANK - WATER	13,516.80
UTILITY SERVICE CO. INC.	02133	QUARTERLY PMT HILL STREET TANK - WATER	4,386.08
VERIZON WIRELESS	00470	TELEPHONE & DATA SVC - VARIOUS DEPTS	630.97
BRIAN RUSSELL	00593	UMPIRES - REC	96.00
HANNAH DENSMORE	02300	SCOREKEEPERS - REC	32.00
WILLOW WOOD GOLF COURSE	00681	GOLF CAMP - REC	787.50

Date: 07/13/18

CITY OF PORTLAND INVOICE REGISTER

Page: 4

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
BRIAN RUSSELL	00593	UMPIRES - REC	96.00
NATHAN LEHNERT	02496	SCOREKEEPERS - REC	32.00
PORTLAND PUBLIC SCHOOLS	00370	SOCCER - REC	817.50
MARK HOLDREN	MISC	HIGH EFFICIENCY PRODUCTS AND HVAC - ELECTRIC	165.00
JENNIE WEBER	MISC	HIGH EFFICIENCY PRODUCTS AND HVAC - ELECTRIC	150.00
Total:			\$140,431.86

**BI-WEEKLY
WAGE REPORT
July 16, 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.	9,323.56	19,081.79	2,273.29	5,170.70	11,596.85	24,252.49
ASSESSOR	1,184.94	2,107.36	90.65	161.22	1,275.59	2,268.58
CEMETERY	3,706.90	6,847.13	346.01	1,992.29	4,052.91	8,839.42
POLICE	15,927.53	31,074.40	3,913.65	8,996.66	19,841.18	40,071.06
CODE ENFORCEMENT	752.26	1,371.29	117.08	311.14	869.34	1,682.43
PARKS	2,301.07	6,949.49	243.75	946.34	2,544.82	7,895.83
INCOME TAX	2,395.67	4,303.61	610.56	1,580.47	3,006.23	5,884.08
MAJOR STREETS	3,463.50	6,676.19	788.78	2,909.78	4,252.28	9,585.97
LOCAL STREETS	2,759.00	6,002.55	668.53	2,740.82	3,427.53	8,743.37
RECREATION	2,347.62	4,504.34	328.74	875.46	2,676.36	5,379.80
AMBULANCE	11,043.06	21,676.67	1,847.67	4,243.54	12,890.73	25,920.21
DDA	2,266.11	4,446.61	320.95	728.66	2,587.06	5,175.27
ELECTRIC	14,181.90	30,139.24	2,356.98	8,013.77	16,538.88	38,153.01
WASTEWATER	9,180.79	17,980.76	1,270.75	4,605.51	10,451.54	22,586.27
WATER	4,841.92	9,454.15	1,323.84	3,565.76	6,165.76	13,019.91
MOTOR POOL	2,788.88	4,785.71	723.69	2,112.75	3,512.57	6,898.46
TOTALS:	88,464.71	177,401.29	17,224.92	48,954.87	105,689.63	226,356.16



PURCHASE ORDER

City of Portland

P.O. 3599

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

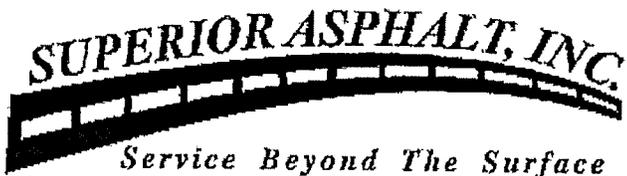
VENDOR Superior Asphalt Inc

DATE: 6-11-18 # 55995

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Street pave - Riverside Dr			est 5,050 ⁰⁰
Sewer main repair	5910-441-804.000		
DEPARTMENT HEAD (UP TO \$500) <u>KG</u>		TOTAL	5,050 ⁰⁰


Authorized by City Manager
(For Purchases over \$500 and less than \$5,000)

KK
Treasurer Initials



669 Century, S.W.
 Grand Rapids, MI 49503
 616.451.3200
 616.451.3969 (fax)

DATE	INVOICE
Jun 28, 2018	" 55995

BILL TO:

City of Portland
 259 Kent St.
 Portland, MI 48875

P.O. NUMBER	TERMS	PROJECT
	Net Due	Riverside Dr. & Crescent Dr.

DESCRIPTION	AMOUNT
SERVICES TO INCLUDE: 2240 SF Furnish, place and compact a bituminous 13A base course for 1.5" average thickness. Furnish, place and compact a bituminous 13A surface course for 1.5" average thickness.	5,050.00

NOTE: No prep work. City will have it ready.

Thank-You For Your Business!

TOTAL	5.050.00
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**Minutes of the Planning Commission
Of the City of Portland**

Held on Wednesday, March 14, 2018 at 7:00 P.M.
In Council Chambers at City Hall

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

Absent: Culp

Staff: City Manager Gorman; City Clerk Miller

Guests: Tim Fuller of Opera Block Properties; Bill Crane of Crane Engineering

Chair Grapentien called the meeting to order at 7:00 P.M. with the Pledge of Allegiance.

There was no public comment.

Motion by Kmetz, supported by Hinds, to excuse the absence of Member Culp.

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

Motion by Fitzsimmons, supported by Williamson, to approve the minutes of the January 10, 2018 regular meeting as presented.
All in favor. Approved.

Chair Grapentien opened the Public Hearing at 7:01 P.M.

City Manager Gorman introduced the request for a Special Land User Permit for the property at 738 E. Grand River Ave. to construct a 1,198 square foot addition to the existing 1,804 square foot motor vehicle repair garage known as Muffler Man. This request was originally approved by the Planning Commission on December 14, 2016. The project has been delayed due to difficulty in finding contractors. There has been no change to the plans since previous approval. The related variance that was approved by the Zoning Board of Appeals on December 12, 2016 runs with the property so there is no need for reapproval of the variance.

Mr. Crane of Crane Engineering stated that they have been in contact with the contractors and building inspector in order to get the project started.

Mr. Crane provided a brief overview of the plan that will add 1,198 square feet which will include two service bays to the existing structure. The existing accesses will be utilized.

A woman from the public that she had questions about the request but has already had them answered. She had no further questions.

Chair Grapentien closed the Public Hearing at 7:07 P.M.

Planning Commission Minutes
March 14, 2018

Under New Business, the Planning Commission considered the request for a Special Land User Permit for the property at 738 E. Grand River Ave. to construct a 1,198 square foot addition to the existing 1,804 square foot motor vehicle repair garage known as Muffler Man.

The board concurred, they had no further questions as there are no changes to the previously approved request.

Motion by Kmetz, supported by Williamson, to approve the request for a Special Land User Permit for the property at 738 E. Grand River Ave. to construct a 1,198 square foot addition to the existing 1,804 square foot motor vehicle repair garage known as Muffler Man as submitted. All in favor. Approved.

City Manager Gorman introduced Tim Fuller, the owner of Opera Block Properties. Mr. Fuller purchased five contiguous buildings on Kent St. which include the Opera House. Mr. Fuller has renovated the upstairs of one of the buildings which is now his residence. He would like to open an Airbnb for short term rentals. Under the Ordinance, this is not allowed.

Mr. Fuller shared information on the Airbnb concept and his plans for the property.

There was discussion.

City Manager Gorman stated that short term rentals are not currently a permitted use by the Ordinance.

Mr. Fuller provided an update on the development of his properties.

City Manager Gorman presented the conceptual design for the Toan Park Improvement Project. If the project moves forward the Planning Commission would consider the vacation of Water Street between Toan Park and Powers Park. The design the project includes a splash pad and new playground equipment. There is much consideration that still needs to be given to the proposed project. The City plans to apply for a grant through the DNR that would require matching funds that is anticipated to be shared by the City of Portland and the DDA.

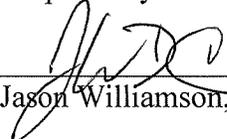
There was discussion.

City Manager Gorman provided other community development updates.

There was discussion.

Motion by Kmetz, supported by Fitzsimmons, to adjourn the meeting at 8:09 P.M. All in favor. Approved.

Respectfully submitted,



Jason Williamson, Secretary

City Of Portland
 Water Department
 Monthly Water Report
 June 2018

Monthly Water Production

Daily Water Production

Well #4	0 Gallons	Well #4	Gallons
Well #5	9,400 Gallons	Well #5	313 Gallons
Well #6	13,843,000 Gallons	Well #6	461,433 Gallons
Well #7	27,000 Gallons	Well #7	900 Gallons

Daily Average Water Production for All Wells 462,646 Gallons

Total Water Production for the Month 13,879,400 Gallons

Total Water Production for the Previous Month 11,269,000 Gallons

Total Production increased by 2,610,400 Gallons

Total Production for This Month from the Previous Year 12,916,100 Gallons

Total Production increased by 963,300 Gallons

Rodney D. Smith Jr.
Water Technician

PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR June 2018

NPDES COMPLIANCE

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

OPERATIONS

The WWTP treated **10.6 million gallons** and discharged **8.0 million gallons** for the month of June. The CBOD was 3 ppm, the Total Suspended Solids was 6 ppm, the phosphorus was 0.8 ppm, and the Fecal Coliform was 83 counts/100ml.

This past winter a homeowner on Riverside Dr. experienced a serious sewage backup into their basement. The problem was a blockage in the City main. After the flow was reestablished and the sewage drained from the basement, WWTP operators televised the line to see what the problem was. A large mass of roots was found obstructing the entire diameter of the pipe. The line was televised from the opposite direction and appeared ok up to the root blockage. When measurements were laid out on the street the workers discovered that there was actually to large root masses about 50 feet apart. When the Vac truck was used to attempt to cut the roots several times, the cutter did not even phase them. Cook Bros. Excavating was hired to dig up the line and replace the section of clay tile with new PVC pipe. WWTP workers were on site to verify with our push camera that all of the root problems were successfully eliminated. The contractor told us that the entire section of line was encased in tree roots and that the other joints in the clay tile were developing problems. They were also able to place the camera in three different lateral connections to make sure that there were not problems existing in them before reconnecting them.

The Vac truck was picked up after being repaired and the WWTP workers were able to resume sewer cleaning activities.

Maintenance & Capitol Expenses for June 1, 2018 to June 30, 2018

ITEM	COST
Tom's Do It Center – Roundup weed control & distilled water	\$ 61.74
USA Bluebook – Explosion-proof motor	\$ 670.07
Hydro Dynamics – Pump alternator	\$ 370.12
Grainger – Pulse Start metal halide light bulbs	\$ 72.43

Total Monthly Expenses	\$ 1174.36
Total Spent YTD	\$ 65514.79

WASTEWATER COLLECTION SYSTEM ACTIVITY

Sewer Trouble Spots sections cleaned	3860 ft.
Routine cleaning	0 ft.
Sewer call outs due to building services	0
Sewer call outs due to plugged City main	0
New connections to sewer main	1
Building Services Televised	1
Building Services Inspected	1
City Main Televised	0

SEWER CALLOUTS

None to report

Respectively Submitted,
Doug Sherman
WWTP Superintendent

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
JUNE 2018**

Calls for Service

Dispatched	130
Patrol Originated	18
Follow Up Complaints	25
Assist to PPD	17
Assist to Fire / EMS	17
Assist Other Depts	13

Other Functions

Subpoena Service	5
PBT's	53
Special Events	13
School Contacts (general)	8
Training	21
Administrative	188

Traffic Stops

Total Stops	83
Traffic Citations	24
Verbal Warnings	88
Parking Citations	1

Other

Physical Business Checks	
Interior	147
Exterior	260
Patrol Contacts	610

Arrests (Excluding Juvenile Apprehensions)

Misdemeanor Persons	8
Misdemeanor Charges	11
Felony Persons	2
Felony Charges	2

Criminal Sexual Conduct	1	Disorderly Conduct	2
Assault	3	Operating While Intoxicate	1
Burglary	1	Driving Law Violations	7
Larceny	4	Accidents	5
Counterfeit / Forgery	1	Accidents - Hit and Run	1
Fraud	2	Accidents - private property	1
Motor Vehicle - Theft	1	Business Alarms	3
Retail Fraud (shoplifting)	1	Assists - other LE, DHS, City	22
Drug Law Violations	1	Assists - Ambulance	14
Misc Warrant Arrest	4	Civil Disputes	4
Disturb Peace	1	Other	93



Portland Area Fire Authority
Regular Board Meeting
Tuesday July 12th. 2018
6:00pm

Call to Order – Pledge of Allegiance

Roll Call

Public Comment

Agenda Approval

Approval of Minutes

Financial Report

Approval of Bill Payment

Correspondence

Chief Report -

Committee Reports:

- Insurance
- Policy & Procedure
- Budget -
- Personnel -

Old Business:

- Any Truck Updates
- Discuss finance options for new truck
- Budget amendments

New Business

- Election of Officers
- Change Payroll dates

Board Comment / Public Comment

Adjournment



Portland Area Fire Authority
Regular Board Meeting
Tuesday June 5th. 2018
6:00pm

Call to Order – Pledge of Allegiance

Meeting called to order at 6:00 pm. The Pledge of Allegiance was observed.

Roll Call

Mark Ackerson, Dan Platte, Joel VanSlambrouck, Chris Jensen, Bill Stegenga, Kathy Parsons, Chief Tim Krizov

Guest: Patti Jo Schafer

Public Comment - None

Agenda Approval

Mr. Platte moved to approve the agenda. Mr. Stegenga supported. **Motion carried.**

Approval of Minutes

Mr. Stegenga moved to approve the minutes of the May 1st and May 15th meetings of the Board with a spelling correction on the May 15th minutes. Mr. Ackerson supported. **Motion carried.**

Financial Report

44.91% spent to date. Item of interest – Gas & Electric line 922. Mr. VanSlambrouck moved to approve the financial report. Mr. Stegenga supported. **Motion carried.**

Approval of Bill Payment

Bills and payroll in the amount of \$29,383.49 were presented. Mr. Jensen moved to pay the bills and payroll as presented. Mr. Platte supported. **Motion carried.**

Correspondence

Members minutes and copy of witness subpoena were received.

Chief Report –

No questions. Chief reported that there are 5 styles of old badges that have accumulated over the years, and none of them say “Portland Area Fire Authority”. The department members have designed an Authority badge, and that they would offer to shoulder ½ the cost. The Authority’s cost would be around \$650. Recommended to buy a few more to have on hand and to buy badges designating a retiree. Chief will fine-tune the proposal.

Hose tower paint is peeling quite badly, and it has become unsafe to use otherwise. Chief would like to not have to use it anymore because of safety. Proposes buying a portable rack to replace it. Mr. Ackerson moved to authorize Chief to purchase a new hose rack, up to \$1600. Mr. Platte supported. **Motion carried.**

DNR Grant for radios and packs is ready to be spent. Chief will do the accounting work to complete the purchase

Discussion was had about purchasing the tools portion of the new truck (extrication, etc) now rather than have them delivered with the new truck so that training can begin now on the equipment. Advance purchase could come from the Equipment Outlay. Idea was favorably received for future discussion.

Committee Reports:

- Insurance – Policies and bills received and paid for next year.
- Policy & Procedure - None
- Budget - None
- Personnel - None

Old Business:

- Boundary book update – Completed. Wellhead protection zone may be added at a later date.
- Any Truck Updates - None. June 29th preconstruction meeting is still on the schedule. Board members are invited to attend if they want.
- Discuss finance options for new truck -
Mr. Jensen reported that after analyzing the different proposals it appears the best deal for us was the Mercantile Bank proposal for 5 years. Consensus agreed. Mr. Jensen will report further negotiation next month as to term of interest rate guarantee, finance agreement, etc.
- Budget amendments
Accountant Schafer explained the rationale for necessary budget amendments. Mr. Ackerson moved to approve the budget transfers as published. Mr. Jensen supported. **Motion carried.**

New Business

- Reappointment of board members update
Mr. VanSlambrouck was reappointed by his board for the term expiring June 30, 2020. Danby and Portland Townships will act later this month, and Supervisors Platte and Jensen will propose representatives.

- Meeting place for forthcoming year
Consensus is that City Hall works well for all the board members, as well as the current dates of the month and meeting times. Mr. Ackerson moved to meet the first Tuesday of the month at 6:00 pm at Portland City Hall. Mr. Platte supported.
Motion carried.

Board Comment / Public Comment - None

Adjournment

Mr. Jensen moved to adjourn. Mr. VanSlambrouck supported. **Motion carried.**
Meeting adjourned at 7:10 pm.

Next meeting, Tuesday, July 3, 2018 at 6:00 pm at Portland City Hall.

Respectfully submitted:

A handwritten signature in black ink that reads "Kathy Parsons". The signature is written in a cursive, flowing style.

Kathy Parsons, Secretary

Balances as of July 9 2018	City of Portland	Danby	Portland			
	41.42%	23.70%	34.88%			
955 – 960	\$ 290,455.00					
	Budget	Spent	Remaining	% Spent		
Spent 44.91% of Total Expense budget YTD so in good shape	\$ 153,025.00	\$ 94,672.33	\$ 58,352.67	61.87%		
New Items of interest or not on track.						
737 · Brush 8- 1994 Grass Rig	479.69		400.00		79.69	119.92%
Past Items of interest or not on track.						
752 - Respiratory Program	\$ 1,000.00	\$ 1,731.60	\$ (731.60)	173.16%		
820 - Trash Removal/Sanitation	\$ 300.00	\$ 300.00	\$ -	100.00%		
843 - Liability Insurance	\$ 4,200.00	\$ 5,451.00	\$ (1,251.00)	129.79%		
853 - Telephone/Internet	\$ 1,000.00	\$ 1,369.00	\$ (369.00)	136.90%		
851 - Internet Expense	\$ -	\$ 142.50	\$ (142.50)	#DIV/0!		
740 · Car 4 - Excursion- Support	\$ 346.99	\$ 300.00	\$ 46.99	115.66%		
720 · Office Supplies	\$ 800.00	904.51	\$ (104.51)	113.06%		
922 - Gas and Electric	8000	8514.46	\$ (514.46)	106.43%		
Assets	This Month	Last Month	Change			
Total Assets -	\$ 961,531.26	\$ 994,525.38	\$ (32,994.12)			
Total Liabilities -	\$ 8,347.62	\$ 15,441.30	\$ (7,093.68)			
Total Equity -	\$ 953,183.64	\$ 979,084.08	\$ (25,900.44)			
Bills to Approve	\$ 11,578.20	\$ 29,383.49	\$ (17,805.29)			
Misc. Account Balances	This Month	Last Month	Change			
103 - Capital Outlay fund Balance – Assigned	\$ 188,745.46	\$ 188,745.46	\$ -			
105 - Operating Fund Balance	\$ 120,222.85	\$ 120,222.85	\$ -			
435 – Capital Outlay Fund Balance	\$ 114,023.23	\$ 114,023.23	\$ -			
438 – Operating fund Balance	\$ 69,191.56	\$ 69,191.56	\$ -			
979 – Vehicle Replacement Fund	\$ -	\$ -	\$ -			
Budget amendments						
					Proposed Budget	
	Jul '17 - May 18	Budget	\$ Over Budget		Amendments	
720 · Office Supplies	907.51	800.00	107.51		400	
728 · Dues & Subscriptions	335.39	400.00	-64.61		100	
748 · Gas & Fuel	1,469.85	1,500.00	-30.15		100	
852 · Radios/Pagers	1,487.15	1,700.00	-212.85		300	
882 · S.C.B.A Program	390.61	2,500.00	-2,109.39		-700	
922 · Gas & Electric	7,902.60	8,000.00	-97.40		300	
955 · Board Supplies	0.00	500.00	-500.00		-500	
					0.00	

**Portland Area Fire Authority
Preliminary Year End Profit & Loss Budget vs. Actual**

	<u>Jul '17 - Jun 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
400 · Contributions/Grants				
405 · City of Portland - 41.42%	120,306.46	120,306.46	0.00	100.0%
410 · Danby Township - 23.70%	68,837.84	68,837.84	0.00	100.0%
415 · Portland Twp - 34.88	101,310.70	101,310.70	0.00	100.0%
Total 400 · Contributions/Grants	<u>290,455.00</u>	<u>290,455.00</u>	<u>0.00</u>	<u>100.0%</u>
430 · Fund Balances				
433 · Net Capital Asset Balance	592,774.62	0.00	592,774.62	100.0%
435 · Capital Outlay Fund balance	114,023.23			
438 · Operating Fund Balance	69,191.56			
439 · Prepaid Fund Balance	16,717.00			
Total 430 · Fund Balances	<u>792,706.41</u>	<u>0.00</u>	<u>792,706.41</u>	<u>100.0%</u>
440 · Interest	407.36			
450 · Rebates/Refunds	313.20			
Total Income	<u>1,083,881.97</u>	<u>290,455.00</u>	<u>793,426.97</u>	<u>373.17%</u>
Expense				
700 · Salaries				
701 · Board Member Salaries	0.00	0.00	0.00	0.0%
703 · Chief Salary	9,999.96	10,000.00	-0.04	100.0%
704 · Assistant Chief	0.00	2,100.00	-2,100.00	0.0%
705 · Officers	4,901.00	5,190.00	-289.00	94.43%
706 · Fire Marshalls	0.00	2,800.00	-2,800.00	0.0%
707 · FireFighters	15,077.76	32,800.00	-17,722.24	45.97%
708 · Apparatus Maintenance Wages	2,400.00	2,460.00	-60.00	97.56%
Total 700 · Salaries	<u>32,378.72</u>	<u>55,350.00</u>	<u>-22,971.28</u>	<u>58.5%</u>
710 · Fringe Benefits				
711 · Workers Comp	1,636.00	6,500.00	-4,864.00	25.17%
712 · FICA	2,476.99	4,300.00	-1,823.01	57.6%
Total 710 · Fringe Benefits	<u>4,112.99</u>	<u>10,800.00</u>	<u>-6,687.01</u>	<u>38.08%</u>
720 · Office Supplies	989.55	1,200.00	-210.45	82.46%
728 · Dues & Subscriptions	435.39	500.00	-64.61	87.08%
730 · Operating Expenses				
731 · General Repair	0.00	0.00	0.00	0.0%
732 · Engine 11-1991 Pumper	1,271.73	2,800.00	-1,528.27	45.42%
733 · Engine 1-1999 Rescue Pumper	2,606.51	3,000.00	-393.49	86.88%
734 · Engine 7-1976 Pumper	0.00	0.00	0.00	0.0%
735 · Tanker 9- 1990	0.00	0.00	0.00	0.0%
736 · Brush 6- 1994 Grass Rig	149.99	400.00	-250.01	37.5%
737 · Brush 8- 1994 Grass Rig	479.69	400.00	79.69	119.92%
738 · Brush 12- 1996 DNR Grass Rig	399.98	400.00	-0.02	100.0%
739 · L/A 2 - 1979 Light & Air Truck	37.92	400.00	-362.08	9.48%
740 · Car 4 - Excursion- Support	346.99	400.00	-53.01	86.75%
741 · Truck 10- Support Vehicle	0.00	0.00	0.00	0.0%

**Portland Area Fire Authority
Preliminary Year End Profit & Loss Budget vs. Actual**

	Jul '17 - Jun 18	Budget	\$ Over Budget	% of Budget
742 · Quad 51 - 2002 Honda Quad	0.00	0.00	0.00	0.0%
743 · Marine 1- Zodiace Boat w/ motor	14.21	200.00	-185.79	7.11%
744 · Old Engine 1- 1942 Pumper	0.00	500.00	-500.00	0.0%
745 · Tanker 9 - 2015	460.19	1,000.00	-539.81	46.02%
Total 730 · Operating Expenses	5,767.21	9,500.00	-3,732.79	60.71%
746 · Turnout Gear	5,670.89	11,100.00	-5,429.11	51.09%
747 · Uniforms	907.25	1,600.00	-692.75	56.7%
748 · Gas & Fuel	1,737.40	1,600.00	137.40	108.59%
750 · Employee Program				
751 · Infectious Control Program	0.00	0.00	0.00	0.0%
752 · Respiratory Program	1,731.60	1,800.00	-68.40	96.2%
753 · Health Testing	175.00	700.00	-525.00	25.0%
Total 750 · Employee Program	1,906.60	2,500.00	-593.40	76.26%
770 · Equipment Maintenance	0.00	1,200.00	-1,200.00	0.0%
780 · Maintenance Agreements	2,060.27	8,200.00	-6,139.73	25.13%
790 · Building Maintenance	748.80	1,500.00	-751.20	49.92%
800 · Professional Services				
801 · Accounting Services	4,800.00	4,800.00	0.00	100.0%
802 · Bank Charges	0.00	0.00	0.00	0.0%
803 · Computer Consulting	0.00	1,500.00	-1,500.00	0.0%
804 · Legal Services	0.00	500.00	-500.00	0.0%
Total 800 · Professional Services	4,800.00	6,800.00	-2,000.00	70.59%
810 · Advertising	172.75	500.00	-327.25	34.55%
815 · Audit Services	2,550.00	2,650.00	-100.00	96.23%
820 · Trash Removal/Sanitation	300.00	300.00	0.00	100.0%
824 · Training	707.77	4,150.00	-3,442.23	17.06%
840 · Insurance Expenses				
841 · Vehice Insurance	6,545.00	8,700.00	-2,155.00	75.23%
842 · Building Insurance	0.00	500.00	-500.00	0.0%
843 · Liability Insurance	5,451.00	5,500.00	-49.00	99.11%
Total 840 · Insurance Expenses	11,996.00	14,700.00	-2,704.00	81.61%
850 · Communication Expenses				
851 · Internet Expense	156.50	300.00	-143.50	52.17%
852 · Radios/Pagers	5,876.15	2,000.00	3,876.15	293.81%
853 · Telephones/Internet	1,390.00	1,500.00	-110.00	92.67%
Total 850 · Communication Expenses	7,422.65	3,800.00	3,622.65	195.33%
880 · Inner Department Expenses				
881 · Fire Safety & Prevention	694.43	750.00	-55.57	92.59%
882 · S.C.B.A Program	390.61	1,800.00	-1,409.39	21.7%
883 · HazMat Program	0.00	0.00	0.00	0.0%
Total 880 · Inner Department Expenses	1,085.04	2,550.00	-1,464.96	42.55%
890 · Interest Expense	0.00	3,225.00	-3,225.00	0.0%
895 · Principle Loan Pmts Exp	0.00	0.00	0.00	0.0%
920 · Utilities Expense				

Portland Area Fire Authority
Preliminary Year End Profit & Loss Budget vs. Actual

	Jul '17 - Jun 18	Budget	\$ Over Budget	% of Budget
922 · Gas & Electric	8,256.25	8,300.00	-43.75	99.47%
923 · Water & Sewer	659.86	850.00	-190.14	77.63%
924 · Water - Fires and Training	6.94	150.00	-143.06	4.63%
Total 920 · Utilities Expense	8,923.05	9,300.00	-376.95	95.95%
955 · Board Supplies	0.00	0.00	0.00	0.0%
957 · Board Travel/Education	0.00	0.00	0.00	0.0%
Total Expense	94,672.33	153,025.00	-58,352.67	61.87%
Net Ordinary Income	989,209.64	137,430.00	851,779.64	719.79%
Other Income/Expense				
Other Expense				
970 · Capital Outlay				
976 · Equipment Purchase	36,026.00	37,000.00	-974.00	97.37%
977 · Office Equipment/Furniture	0.00	1,000.00	-1,000.00	0.0%
978 · Vehicle Purchase	0.00	0.00	0.00	0.0%
979 · Vehicle Replacement Fund	0.00	99,430.00	-99,430.00	0.0%
Total 970 · Capital Outlay	36,026.00	137,430.00	-101,404.00	26.21%
Total Other Expense	36,026.00	137,430.00	-101,404.00	26.21%
Net Other Income	-36,026.00	-137,430.00	101,404.00	26.21%
Net Income	953,183.64	0.00	953,183.64	100.0%

Portland Area Fire Authority
Preliminary Year End Balance Sheet Prev Year Comparison
As of June 30, 2018

	<u>Jun 30, 18</u>	<u>Jun 30, 17</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
100 · Huntington Checking #1823	10,598.83	32,418.53	-21,819.70	-67.31%
102 · Huntington Savings #2589				
103 · Capital Outlay Fund - Assigned	213,700.49	114,023.23	99,677.26	87.42%
105 · Operating Fund Balance	124,771.12	39,851.33	84,919.79	213.09%
106 · Equipment Funds	4,613.37	4,605.41	7.96	0.17%
Total 102 · Huntington Savings #2589	<u>343,084.98</u>	<u>158,479.97</u>	<u>184,605.01</u>	<u>116.49%</u>
108 · Petty Cash Acct #1836	500.00	522.11	-22.11	-4.24%
Total Checking/Savings	<u>354,183.81</u>	<u>191,420.61</u>	<u>162,763.20</u>	<u>85.03%</u>
Other Current Assets				
115 · Misc. A/R's	0.00	3,820.00	-3,820.00	-100.0%
Total Other Current Assets	<u>0.00</u>	<u>3,820.00</u>	<u>-3,820.00</u>	<u>-100.0%</u>
Total Current Assets	<u>354,183.81</u>	<u>195,240.61</u>	<u>158,943.20</u>	<u>81.41%</u>
Fixed Assets				
150 · Fixed Assets				
153 · Equipment	359,780.66	359,780.66	0.00	0.0%
155 · Furniture	1,799.95	1,799.95	0.00	0.0%
156 · Software	2,695.00	2,695.00	0.00	0.0%
157 · Vehicles	339,372.00	339,372.00	0.00	0.0%
158 · Accum. Amortization	-2,695.00	-2,695.00	0.00	0.0%
159 · Accum. Depreciation	-108,177.99	-108,177.99	0.00	0.0%
Total 150 · Fixed Assets	<u>592,774.62</u>	<u>592,774.62</u>	<u>0.00</u>	<u>0.0%</u>
Total Fixed Assets	<u>592,774.62</u>	<u>592,774.62</u>	<u>0.00</u>	<u>0.0%</u>
Other Assets				
180 · Prepaid Expenses	14,572.83	16,717.00	-2,144.17	-12.83%
Total Other Assets	<u>14,572.83</u>	<u>16,717.00</u>	<u>-2,144.17</u>	<u>-12.83%</u>
TOTAL ASSETS	<u>961,531.26</u>	<u>804,732.23</u>	<u>156,799.03</u>	<u>19.49%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
200 · Accounts Payable	6,396.44	8,925.68	-2,529.24	-28.34%
Total Accounts Payable	<u>6,396.44</u>	<u>8,925.68</u>	<u>-2,529.24</u>	<u>-28.34%</u>
Other Current Liabilities				
205 · Payroll Liabilities				
City Withholding	110.57	93.52	17.05	18.23%
MI Withholding	728.23	636.35	91.88	14.44%
Total 205 · Payroll Liabilities	<u>838.80</u>	<u>729.87</u>	<u>108.93</u>	<u>14.93%</u>
210 · Accrued Payroll	1,112.38	2,370.27	-1,257.89	-53.07%
Total Other Current Liabilities	<u>1,951.18</u>	<u>3,100.14</u>	<u>-1,148.96</u>	<u>-37.06%</u>
Total Current Liabilities	<u>8,347.62</u>	<u>12,025.82</u>	<u>-3,678.20</u>	<u>-30.59%</u>
Total Liabilities	<u>8,347.62</u>	<u>12,025.82</u>	<u>-3,678.20</u>	<u>-30.59%</u>

Portland Area Fire Authority
Preliminary Year End Balance Sheet Prev Year Comparison
As of June 30, 2018

	<u>Jun 30, 18</u>	<u>Jun 30, 17</u>	<u>\$ Change</u>	<u>% Change</u>
Equity				
Net Income	953,183.64	792,706.41	160,477.23	20.24%
Total Equity	953,183.64	792,706.41	160,477.23	20.24%
TOTAL LIABILITIES & EQUITY	<u>961,531.26</u>	<u>804,732.23</u>	<u>156,799.03</u>	<u>19.49%</u>



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

December 5, 2017

Portland FD 03409
Tim Krizon, Fire Chief
773 E. Grand river
Portland, MI 48875

\$ 5,228.00

SUBJECT: Volunteer Fire Assistance Grant Program

CONGRATULATIONS! Your fire department has been awarded a grant under the Volunteer Fire Assistance Grant Program in the amount of **\$2614** to purchase **Radios, foam system**. The grant expires August 1, 2018, and will not be extended beyond this date.

NEW THIS YEAR:

Grants will expire on August 1, 2018, to assure that we have proper time for processing the grants.

IMPORTANT!

- 1.) There will be no invoices/payment verifications accepted after **September 7, 2018**.
NO EXCEPTIONS!
- 2.) Documentation is required for bids on purchases over \$2,500.

Please carefully read and follow the instructions below, paying particular attention to deadline dates:

The Project Agreement: This document informs you of the amount of the grant you are receiving and what item(s) qualify for funding. You have received two copies. Please complete the following:

- Fire chief and an official of your local unit of government approve the agreement by signing.
- Enter the Payment Identification Number/Federal ID Number. We can only make payment to a local unit of government or a fire authority. Please do not provide your fire department's Federal ID number. (See the back side of the project agreement, Form 4267C, for further information).
- **BEFORE YOU PURCHASE ANY ITEMS!!** Return **BOTH COPIES** of the signed project agreement to this office by **January 5, 2018**. One copy will be returned to you for your records.

Grant monies from Project Agreements not signed and returned to this office by the deadline will be reassigned to other fire departments.

Purchasing and Completing Your Project: You may purchase items within the category listed on the project agreement once you receive your signed agreement. All purchases must be completed by **August 1, 2018**. Be sure to follow a bid procedure and obtain 3 bids for purchases over \$2,500. You must provide documentation of your bid process (proposals, bid sheets, etc.)

Portland Area Fire Authority
List of Bills to be approved at the Meeting
June 6 - July 13, 2018

Num	Name	Memo	Credit
auto deduct	Consumers Energy	Gas charges	90.51
auto deduct	City of Portland	June	311.14
auto deduct	WOW!Business	modem	7.00
debit	Superfleet/ Speedway LLC	auto deduct per speedway	267.55
EFTPS	EFTPS	46-0774317	2,459.40
<i>SUBTOTAL OF THE AUTOMATIC PAYMENTS</i>			<u>3,135.60</u>
2115	Krizov, Timothy M	June	626.99
2116	Lay, Nathan M	June	91.85
2117	Miller, Jason D	June	87.10
2118	John Baker	Reimb. Receipt - Crash Course Class June 19-22	695.00
2119	Kathy Parsons	Reimburse for postage	34.65
2120	B & W Automotive	Halogen Sealed Beam	6.96
2121	Chrouch Communications, Inc.	2 invoices	4,389.00
2122	Countryside Accounting	July Contract	400.00
2123	Dinges Fire Company	4 Extinguishers	357.77
2124	Duo-Saftey Ladder corp.	Small notch and freight	59.70
2125	First Due Fire Supply Company	4 invoices	1,275.01
2126	Ionia County Fire Chiefs Association	Dues for 2018	100.00
2127	Municipal Supply Co.	Lettering	208.00
2128	City of Portland	2d Qtr withholding	110.57
2129	Baker, John A	Minus 3.57 hrs	13.46
2130	Hengesbach, Joshua M	Minus 3.57 hrs	12.86
2131	Lay, Nathan M	May	35.32
2132	Logel Jr, Douglas A	May	129.45
2133	Martin, Nicholas G	May	136.93
2134	Miller, Jason D	Minus 3.57 hrs	128.82
2135	Patrick-Chapman, Kimberly	Minus 3.57 hrs	13.47
2136	Platte, Carrie M	May	31.43
2137	Schafer, Glen A	Minus 3.57 hrs	6.10
2138	Schafer, Jacob D	May	109.36
2139	Schroeder, Ted T	May	15.72
2140	Shaltry, Joseph L	May	91.79
2141	Smith, Bradley R	May	33.49
2142	Waltersdorf, Zachary J	May	70.23
2143	Weiler, Chad A	Minus 3.57 hrs	66.34
2144	Klepac, Thomas C	Minus 3.57 hrs	97.58
<i>SUBTOTAL OF CHECKS TO BE REVIEWED, SIGNED AND APPROVED</i>			<u>9,434.95</u>
<i>GRAND TOTAL OF PAYMENTS TO BE APPROVED</i>			<u><u>12,570.55</u></u>



PAFA Chief's Monthly Activity Report – June 2018

Month	City of Portland	Danby Twp.	Portland Twp.	M.A. Received	M.A. Given	Totals
January	5	2	4	0	3	14
February	4	0	1	0	2	7
March	1	1	4	1	1	7
April	4	2	4	0	1	11
May	6	2	4	1	1	13
June	5	2	3	1	2	12
July						
August						
September						
October						
November						
December						
Year End Totals						64
			Run totals year to date for last years at this			55

Brief Run Description by Entity

City of Portland	Danby Twp.	Portland Twp.	M.A Received	M.A Given
3 Rollovers 1 Fire Alarm 1 Structure	1 PD Assist 1 Tree Fire	3 Rollovers	1 Lyons/B-O	
				2 Structure Fire Delta Twp.

Respectfully, Chief Tim Krizov

PAFA Monthly Run Report

June 2018

Portland Township

- 6-24-18 Single Vehicle rollover PI, Keefer Hwy @ Peck Lake. Vehicle went off road hit a pole, rolled, checked for hazards.
- 6-25-18 Semi Tractor Trailer rollover, W I96 @ MM 74. Tractor Trailer lost control hit cable guard ended on its side in ditch. Checked for hazards and blocked right lane of highway.
- 6-28-18 Single vehicle accident possible rollover, E I96 @ Kent St. Single vehicle hit guard rail no rollover. Units cleared.

Danby Township

- 6-14-18 Assist PD with Body Recovery.
- 6-23-18 Large Tree on fire, Clarksville Hwy. Tree was burning from the inside out.

City of Portland

- 6-1-18 Single vehicle rollover PI, W I96 @ Clintonia Rd. Checked for hazards, blocked right lane of highway.
- 6-2-18 Fire Alarm Activation, Divine Hwy. No cause for alarm.
- 6-11-18 Single vehicle rollover PI, W I96 @ MM77. Checked for hazards. Units Cleared
- 6-20-18 Single vehicle rollover W I96 @ MM 79, Checked for hazards, blocked right lane of highway.
- 6-28-18 Garage/House fire, Lyons Rd. Fully involved garage, house significant damage.

Mutual Aid

- 6-19-18 Assist Delta with Tanker at a house fire on Herbison Rd.
- 6-28-18 Received Aid from Berlin Orange and Lyons at a house fire on Lyons Rd.
- 6-29-18 Assist Delta with Tanker at a Pole Barn fire on Wacousta Rd.

Busy month with fires and rollovers, majority of rollovers were in the early am as was the city fire. We trained with the boat, unfortunately training did not last long as the pull rope and prop broke.

On Friday the 29th, 4 of us went to Spencer and had a pre-construction meeting, everything went well.

Respectfully, Chief Krizov

PAFA Monthly Run Report

June 2018

Portland Township

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PAFA Chief's Monthly Activity Report – June 2018

Month	City of Portland	Danby Twp.	Portland Twp.	M.A. Received	M.A. Given	Totals
January	5	2	4	0	3	14
February	4	0	1	0	2	7
March	1	1	4	1	1	7
April	4	2	4	0	1	11
May	6	2	4	1	1	13
June	5	2	3	1	2	12
July						
August						
September						
October						
November						
December						
Year End Totals						64
			Run totals year to date for last years at this			55

Brief Run Description by Entity

City of Portland	Danby Twp.	Portland Twp.	M.A Received	M.A Given
3 Rollovers 1 Fire Alarm 1 Structure	1 PD Assist 1 Tree Fire	3 Rollovers	1 Lyons/B-O	
				2 Structure Fire Delta Twp.

Respectfully, Chief Tim Krizov

IONIA COUNTY BOARD OF COMMISSIONERS

**July 10, 2018 - 3:00 p.m.
Conference Room – Central Dispatch Building**

AGENDA

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

(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
 - B. Approve closed session minutes of June 26, 2018
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Brownfield Redevelopment Authority Resolution to Approve Site Assessment Grant Application
 - B. Health Department Provider Network Agreement
 - C. Amendment #4 to Health Department Agreement with Michigan Department of Health and Human Services
 - D. Health Department Maternal/Infant Support Services Consultant Agreement
 - E. Central Dispatch Building Use Agreement
 - F. Area Agency on Aging of Western Michigan Contract Amendment #61.54-FY18.3
 - G. Commission on Aging request to purchase equipment
 - H. Area Agency on Aging of Western Michigan Multi-Year Implementation Plan for FY 2019
 - I. Sheriff's Office request to fill deputy positions
 - J. Resolution to Approve Outside Counsel for Opioid Litigation
 - K. Request to approve Retainer Agreement for representation of Ionia County in Opioid Litigation

L. Acknowledgement of Application for Appointment – Fill vacancy on Central Dispatch Board of Directors

M.

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

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- Central Dispatch Board of Directors – One two-year term expiring December 2018, serving as a Citizen Representative.
- Construction Board of Appeals – Two two-year terms, expiring October 2019. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term expiring April 2020.
- Parks Advisory Board – One two-year term expiring January 2019, serving as a Member-at-Large from the Lyons Area.
- 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 August 2018: None

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

- *ARES/RACES Emergency Coordinator and Assistant Coordinator* – Three year appointments.
- *Commission on Aging Board* – Three three-year appointments.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE ELECTRIC
CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20165**

- Consumers Energy Company requests Michigan Public Service Commission's approval of its Integrated Resource Plan under MCL 460.6t.
- The information below describes how a person may participate in this case.
- You may call or write, Consumers Energy Company, One Energy Plaza, Jackson, MI 49201-2276 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The prehearing conference in this matter will be held:

DATE/TIME: Monday, July 16, 2018, at 9:00 A.M.

BEFORE: Administrative Law Judge Sharon L. Feldman

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a hearing to consider Consumers Energy Company's (Consumers Energy) June 15, 2018 application for approval of its Integrated Resource Plan (IRP) under MCL 460.6t. Consumers Energy requests that the Michigan Public Service Commission approve: 1) the Proposed Course of Action as the most reasonable and prudent means of meeting the Company's energy and capacity needs; 2) the cost recovery for its proposed Energy Waste Reduction, Demand Response, and Conservation Voltage Reduction costs which will be commenced by Consumers Energy within three years following the Commission's approval of its IRP; 3) a proposal to recover the unrecovered book balance of Karn Units 1 and 2, including decommissioning costs, and proposed regulatory accounting treatment through 2031; 4) the proposed competitive-bid methodology for determining avoided costs rates and for determining and addressing its capacity position pursuant to the Public Utility Regulatory Policies Act of 1978; 5) the utilization of a three-year period for the purpose of determining Consumers Energy's capacity position and related obligations pursuant to the Public Utility Regulatory Policies Act of 1978 and find that it has no capacity need for the next three years; 6) the Financial Compensation Mechanism for any new Power Purchase Agreements entered by Consumers Energy; and 7) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by **July 9, 2018**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING FOR
THE ELECTRIC AND GAS
CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20028**

- Consumers Energy Company requests Michigan Public Service Commission for authority to reconcile its 2017 Energy Waste Reduction plan costs associated with the plan approved in case no. U-17771.
- The information below describes how a person may participate in this case.
- You may call or write, Consumers Energy Company, One Energy Plaza, Jackson, MI 49201-2276 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The prehearing conference in this matter will be held:

DATE/TIME: Tuesday, July 17, 2018, at 9:00 A.M.

BEFORE: Administrative Law Judge Sharon L. Feldman

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a hearing to consider Consumers Energy Company's (Consumers Energy) May 31, 2018 application requesting approval to: 1) reconcile its 2017 Energy Waste Reduction (EWR) plan costs for the period ended December 31, 2017; 2) collect a financial performance incentive payment for both the gas and electric EWR Plan; 3) adjust EWR surcharges based on an updated allocation of costs for primary and secondary customers within the business customer class; 4) revise EWR tariffs, including the removal of the EWR surcharge as an itemized charge on customer bills; 5) convert 230,291 EWR Credits into Renewable Energy Credits in 2017 for use in meeting Consumer Energy's renewable energy requirements under Act 295; and 6) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by **July 10, 2018**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE NATURAL GAS
CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18367**

- Consumers Energy Company requests Michigan Public Service Commission for authority to reconcile its gas revenue decoupling mechanism for the period January 1, 2017 through January 28, 2017.
- The information below describes how a person may participate in this case.
- You may call or write, Consumers Energy Company, One Energy Plaza, Jackson, MI 49201-2276 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The prehearing conference in this matter will be held:

DATE/TIME: Tuesday, July 17, 2018, at 9:00 A.M.

BEFORE: Administrative Law Judge Suzanne D. Sonneborn

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a hearing to consider Consumers Energy Company's (Consumers Energy) May 29, 2018 application for authority to reconcile its gas revenue decoupling mechanism for the period January 1, 2017 through January 28, 2017. Consumers Energy requests Commission approval to: 1) apply a one-month per customer surcharge; 2) collect or refund the revenue decoupling mechanism revenues by rate schedule, based on the projected number of customers for the May 2019 bill month; 3) apply the proposed remaining residual balance reconciliation methodology to any remaining residual balances that continue to exist after the implementation of the proposed surcharges; and 4) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by **July 10, 2018**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.

[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.]

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE ELECTRIC
CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20164**

- Consumers Energy Company requests Michigan Public Service Commission approval for reconciliation of its 2017 demand response program costs.
- The information below describes how a person may participate in this case.
- You may call or write, Consumers Energy Company, One Energy Plaza, Jackson, MI 49201-2276 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The prehearing conference in this matter will be held:

DATE/TIME: Tuesday, July 24, 2018, at 9:00 A.M.

BEFORE: Administrative Law Judge Sally L. Wallace

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a hearing to consider Consumers Energy Company's (Consumers Energy) May 31, 2018 application for reconciliation of its 2017 demand response program costs. Consumers Energy requests the Commission approve: 1) the recovery of all incremental capital expenditures incurred by Consumers Energy in 2017 beyond the amounts previously approved by the Commission in Case Nos. U-17990 and U-18322; 2) the deferred regulatory accounting treatment of the actual revenue requirement for Demand Response (DR) program capital expenditures and Operations and Maintenance (O&M) expenses incurred in 2017 compared to authorized revenue requirement resulting in the creation of a regulatory liability of \$489,633 which will be reflected in a future electric general rate case; 3) the deferred regulatory accounting treatment of Consumers Energy's requested financial compensation mechanism for DR and financial incentive of \$1,461,181, creating a regulatory asset which will be reflected in a future electric general rate case; and 4) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by **July 17, 2018**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**