



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

7:00 P.M. Monday, November 19, 2018
City Council Chambers
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:04 PM	V. <u>City Manager Report</u>	
	VI. <u>Presentations</u> - None	
	VII. <u>Public Hearing(s)</u> – None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:20 PM	A. 2nd Reading and Consideration of Ordinance No. 198 to Amend the Code of Ordinances of the City of Portland by Adding a New Article and Section That Shall Be Designated as Article V, Section 24-90 of Chapter 24 of Said Code and By Adding a New Section That Shall Be Designated as Section 34-2 of Chapter 34 of Said Code	Decision
7:30 PM	B. Proposed Resolution 18-82 to Award the Wastewater Treatment Plant Managerial Operations Contract to F&V Operations and Resource Management Inc, the Low Bidder	Decision
7:35 PM	C. Proposed Resolution 18-83 Approving, Authorizing, and Directing the Mayor and City Clerk to Sign a License Agreement to Permit the Portland Area Historical Society to have a Museum Exhibit at the Red Mill	Decision
7:40 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting held on November 5, 2018	
	B. Payment of Invoices in the Amount of \$159,522.65 and Payroll in the Amount of \$144,374.33 for a Total of \$303,896.98	
	C. Purchase Orders over \$5,000.00 – None	
	XI. <u>Communications</u>	
	A. Herb Mosser Board & Commissions Application	
	B. Planning Commission Minutes for September 19, 2018	
	C. DDA Minutes for October 18, 2018	

**Estimated
Time**

**Desired
Outcome**

- D. DDA Treasurer's Report for November 15, 2018
- E. Wastewater Treatment Plant Report for October 2018
- F. Portland Area Fire Authority Reports for October 2018
- G. Ionia County Board of Commissioners Agenda for November 13, 2018
- H. Ionia County Board of Commissioners Agenda for November 20, 2018

7:45 PM

XII. Other Business - None

7:50 PM

XIII. City Manager Comments

7:55 PM

XIV. Council Comments

8:00 PM

XV. Adjournment

Decision

CITY OF PORTLAND
Ionia County, Michigan

Council Member _____, supported by Council Member _____, moved the adoption of the following ordinance:

ORDINANCE NO. 198

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PORTLAND BY ADDING A NEW ARTICLE AND SECTION THAT SHALL BE DESIGNATED AS ARTICLE V, SECTION 24-90 OF CHAPTER 24 OF SAID CODE AND BY ADDING A NEW SECTION THAT SHALL BE DESIGNATED AS SECTION 34-2 OF CHAPTER 34 OF SAID CODE

THE CITY OF PORTLAND ORDAINS:

Section 1. Addition of Article V and Section 24-90 to Chapter 24. Article V “Marihuana Establishments” and Section 24-90, “Prohibition of Marihuana Establishments,” is added to Chapter 24. Peddlers, Solicitors, and Transient Merchants” of the Code of Ordinances of the City of Portland to read as follows:

ARTICLE V. MARIHUANA ESTABLISHMENTS

SECTION 24-90 PROHIBITION OF MARIHUANA ESTABLISHMENTS

- (A) Pursuant to the provisions of Section 6.1 of the Michigan Regulation and Taxation of Marihuana Act (the “Act”), marihuana establishments, as defined by the Act, are completely prohibited within the boundaries of the City of Portland.
- (B) Any applicant for a state or local license to establish a marihuana establishment, as defined by the Act, within the boundaries of the City shall be deemed to be not in compliance with this Ordinance or with the Code of Ordinances amended by this Ordinance.
- (C) This section does not supersede rights and obligations with respect to the transportation of marihuana through the City to the extent provided by the Act, and does not supersede rights and obligations under the Michigan Medical Marihuana Act, the Medical Marihuana Licensing Act, 2016 PA 281, or any other law of the State of Michigan allowing for or regulating marihuana for medical use.

Section 2. Addition of Section 34-2 to Chapter 34. Section 34-2 “Prohibition on Sale and Consumption of Marihuana in Public Places,” is added to Chapter 34, “Streets, Sidewalks, and Other Public Places,” of the Code of Ordinance of the City of Portland to read as follows:

SECTION 34-2 PROHIBITION ON SALE AND CONSUMPTION OF MARIHUANA IN PUBLIC PLACES

- (A) In conformance with Sections 4.1(e) and 6.2(b) of the Michigan Regulation and Taxation of Marihuana Act (the “Act”), the sale or consumption of marihuana in any form and the sale or display of marihuana accessories, as defined by the Act, is prohibited in any public places within the boundaries of the City.
- (B) Any person who violates any of the provisions of this section shall be responsible for a municipal civil infraction punishable by a civil fine of \$500, plus court-imposed costs.
- (C) This section does not supersede rights and obligations with respect to the transfer and consumption of marihuana on private property to the extent authorized by the person who owns, occupies or operates such property, as provided in and authorized by the Act, and does not supersede rights and obligations with respect to the use of marihuana for medical purposes as provided by any law of the State of Michigan allowing for or regulating marihuana for medical use.

Section 3. Conflict and Repeal. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 4. Publication and Effective Date. The City Clerk shall cause this Ordinance to be published and recorded as provided in the City Charter and it shall take effect on the date of publication, but not less than ten (10) days after its adoption by the City Council.

Section 5. Severability and Repeal. If any portion of this Ordinance shall be held to be unlawful, the remaining portions shall remain in full force and effect.

Yeas:

Nays:

Absent:

Abstain:

ORDINANCE DECLARED ADOPTED.

Dated: November 19, 2018

James E. Barnes, Mayor

Monique I. Miller, City Clerk

Introduced: November 5, 2018
Adopted:
Published:
Effective:

CERTIFICATION

I certify that this is a true and complete copy of the ordinance adopted at a regular meeting of the Portland City Council held on November 19, 2018.

Date: November 19, 2018

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-82

**A RESOLUTION TO AWARD THE WASTEWATER TREATMENT PLANT
MANAGERIAL OPERATIONS CONTRACT TO F&V OPERATIONS AND
RESOURCE MANAGEMENT INC, THE LOW BIDDER**

WHEREAS, the City of Portland issued a Request for Qualifications (RFQ) requesting Statement of Qualifications (SOQs) to manage and maintain the Wastewater Treatment Plant (WWTP), a copy of which is attached as Exhibit A; and

WHEREAS, the City Manager and staff reviewed the submitted SOQs and recommend that City Council award the contract to F&V Operations for an annual fee of \$113,680.00 and as provided in the proposal and professional services agreement, a copy of which is attached as Exhibit B;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the City Manger's recommendation to award the WWTP managerial operations contract to F&V Operations for an annual fee of \$113,680.00 and as provided in the proposal and professional services agreement, a copy of which is attached as Exhibit B;
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: November 19, 2018

Monique I. Miller, City Clerk

REQUEST FOR QUALIFICATIONS

RFQ WWTP

The City of Portland is accepting Statement of Qualifications (SOQ) to Manage the Operations and Maintenance of the City's Wastewater Treatment Facilities described as:

The City of Portland Wastewater Treatment Plant and collection system. The Wastewater Treatment Plant is utilized for treatment of wastewater from the City of Portland, with a total population of approximately 4,000. The wastewater collection system has three pumping stations and a separated sanitary collection system.

- 1) The City of Portland WWTP has a Facility Classification of a B level.
- 2) The WWTP utilizes conventional activated sludge, anaerobic digestion, and ultraviolet disinfection for treatment processes. The following narrative describes the treatment process:

Wastewater enters the treatment facility through a 15-inch gravity sewer main to the influent wet well.

Raw sewage is then pumped from the wet well to the Grit & Screening Building for preliminary treatment. The flow is measured by an ABB Mag flow meter after the raw sewage pumps and before the fine screen. The Grit & Screening Building consists of a fine screen and an aerated grit chamber with a grit washer.

Raw sewage flows by gravity from screening and grit removal to the anoxic tank where it is mixed with Return Activated Sludge (RAS). The combined effluent then passes into the aeration basins for biological treatment.

Ferrous chloride is added at the inlet of the second aeration tank for phosphorus removal.

The effluent from the aeration system then flows by gravity to two secondary clarifiers. The settled sludge is collected in the clarifiers and returned to the anoxic tank.

Final effluent flows from the clarifiers to the Ultraviolet (UV) channel for disinfection.

After disinfection, the final effluent flows are metered prior to discharge through the outfall into the Grand River.

Waste Sludge is thickened in a Rotary Drum Thickener then fed to the primary anaerobic digester. Digester supernatant automatically transfers to the secondary digester for settling, dewatering and storage. One in-ground 20,000 gallon Biosolids Storage Tank is available for dewatering and sludge storage. Three drying beds are available during the summer months for additional dewatering. Liquid biosolids are hauled and subsurface injected to farmland according to the City's approved Residual Management Program.

3. The Portland WWTP is currently listed as a Municipal Minor facility. Plant flows currently average less than 1.0 million gallons per day (MGD)
4. The WWTP design flow (actual capacity) of 0.5 MGD with a peak flow of 1.5 MGD.

All SOQ's and Business proposals, regardless of method used for delivery shall be submitted to:

City of Portland
Attn: Tutt Gorman, City Manager
259 Kent Street
Portland, MI 48875

No later than 10:00 a.m. on October 31, 2018

GENERAL CONDITIONS

All Statement of Qualifications, SOQ's and Business proposals submitted for consideration must be in a sealed envelope labeled as follows:

- REQUEST FOR QUALIFICATIONS TO OPERATE, MAINTAIN, AND MANAGE THE CITY WASTEWATER TREATMENT FACILITIES.

Submit one original and 5 copies clearly marked RFQ WWTP QUALIFICATIONS PACKAGE.

Submit one separate original and 5 copies clearly marked RFQ WWTP BUSINESS PROPOSAL

If the RFQ is to be express mailed, "RFQ WWTP Documents Enclosed" must be clearly marked on the package.

The City reserves the right to postpone the RFQ opening.

The City reserves the right, at its sole discretion: (1) To accept or reject any or all RFQ's; (2) To waive any irregularity, informalities or errors in the process; (3) To accept the RFQ that is in the best interest of the City; (4) Discontinue negotiations with one Respondent and begin negotiations with another Respondent; and (5) Discontinue this RFQ; discontinue the procurement; and/or issue a new RFQ.

Attention is called to the fact that the vendor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin, in accordance with Executive Order 11246 Equal Employment Opportunity.

I. PURPOSE AND OBJECTIVE:

The purpose of this Request for Qualifications is to find a qualified entity to properly manage the City wastewater treatment facilities cost effectively and efficiently to provide high quality wastewater from the wastewater treatment facility for discharge into the receiving stream and to provide management services for the operation and maintenance of the City's wastewater sanitary collection and pumping system. The City is interested in maximizing benefits for its citizens from this effort.

This RFQ is being published in order to select a qualified Respondents that will then be evaluated on the content of their business proposals for the work outlined in this RFQ. Upon the evaluation of the business proposal, the City and the successful contractor shall enter into a mutually binding operation, maintenance, and management agreement addressing the topics contained in this document, the Statements of Qualifications and the Business Proposal. The City reserves the right to expand the scope of services to include additional responsibilities.

The responses to this solicitation will be evaluated in accordance with criteria established by the City. It is understood that the information contained in the RFQ and the experience, guarantees, and innovative approaches demonstrated therein shall be the general basis for the selection of a Respondent.

II. SCOPE OF SERVICES – GENERAL:

Other than information provided in the RFQ, the Respondent must determine to its own satisfaction all activities necessary to manage the operations and maintenance of the facilities. The Respondent is expected to rely on its experience, expertise, and individual efforts to determine the components of its SOQ.

III. TENTATIVE TIMELINE OF PROCESS:

Following is a tentative schedule of events and a brief explanation of each event:

MANDATORY SITE MEETING TO REVIEW

SOQ REQUIREMENTS:	October 3 rd -5 th
STATEMENT OF QUALIFICATIONS DUE:	Wednesday, October 31 st
REVIEW OF SOQ's:	Thursday, November 1 st
INTERVIEW PROCESS (if required):	November 9 th -13 th
CONTRACT NEGOTIATIONS:	Wednesday, November 14 th
AWARD OF CONTRACT:	Tuesday, November 20 th
CONTRACT BEGINS:	January 2019

IV. SUBMITTAL FORMAT AND CONTENT:

The SOQ's must contain at least the following:

- A. Transmittal Letter
- B. Required Standards
- C. General Information
- D. Additional Qualifications Information
- E. Operating Plan
- F. Business Proposal

A. Transmittal Letter

The transmittal letter is to include at a minimum, a commitment by Respondent, if selected, to provide a pricing proposal. Letter must be signed by an officer of the Respondent firm.

B. Required Standards

This section establishes standards of experience and financial capability that the City requires for a Respondent to be considered qualified. The City, in its sole discretion, will decide if a Respondent meets the standards.

Respondent must:

1. Have been in business of providing management services for operation and maintenance management (O&MM) of Wastewater Treatment Facilities for at least five (5) years. Experience in providing O&MM means providing management of similar facilities, providing a maximum cost, and demonstration in performance in meeting the regulatory agency compliance. Provide background and history of business.

2. Demonstrate staff experience in management of activated sludge and anaerobic digestion wastewater treatment facilities in Michigan.
3. Currently operate at least three municipal wastewater treatment facilities greater than 1 MGD. Two must be activated sludge with anaerobic digestion treatment processes. List locations, client, size of facility, length of service and key client contact information.
4. Furnish liability and property damage insurance for bodily and/or property damage. Proof of coverage must be provided. Requirements are attached.
5. Submit evidence of bonding capability.
6. Have specific State of Michigan experience of providing O&MM services with municipal jurisdictions. List similar contracts Respondent has with municipal jurisdictions for the State of Michigan for the provision of any O&MM services. Name of municipality, scope of services, size of facilities, and length of time services provided and key client information.
7. Have at least five (5) Class B or above certified Michigan Operators
 - a. Provide names and license numbers of the operators.
8. Demonstrate experience with the management of a unionized workforce and provide three (3) specific examples of O&MM projects where city employees are union members.
9. Demonstrate experience with the operations and maintenance of Wastewater treatment facilities in a cold climate.
10. Demonstrate management experience with maintenance management systems.
11. Demonstrate management experience with collection system and lift stations maintenance.

C. General Information:

Each Respondent must respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification.

1. Provide the full name, tax identification number and main office address of the responding entity which would ultimately enter into a contract with the City.

Note: Respondent information is to be submitted for the responding entity and not parent company, joint venture partners or other corporate affiliates.
2. Identify when the Respondent was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations and management services under that name.
3. Identification of the firms that the Respondent intends to subcontract or otherwise use to perform work on this project.
4. Demonstrate financial capability and stability to handle this size of project.

D. Additional Qualifications Information:

1. Describe Respondent's depth and resources which would also be available for the benefit of the City.

E. Operating Plan:

The Operating Plan should discuss the following topics:

1. Provide a list of the specific individuals assigned to the Management Team and Technical Support that the Respondent will assign during the transition and operation and provide the background and experience of those individuals. Include resumes and staffing organization chart.
2. Provide an operating plan for the facilities and other responsibilities that indicate how the Respondent will provide operation and maintenance management services.
3. Provide description of any enhancements the Respondent will make in operations and maintenance of the City's facilities.
4. Provide an example contract without fees.

F. Business Proposal:

Discuss Respondent's position on such business issues as fee, assumption of risk, future year's price adjustments, proposed contract agreement. Include as a separate document.

V. PROCESS AFTER QUALIFICATIONS SUBMISSION:

A. SOQ Clarification:

The City may, at its sole discretion, conduct written or verbal discussions with one or more Respondents for the purpose of clarifying any information in their SOQ and assuring that the Respondents fully understood and responded to the RFQ requirements. The City may issue a request for more detailed or specific explanations from one or more Respondents. The City may limit its clarification process to those SOQ's it deems most advantageous. In addition, the City may issue revisions to the RFQ and permit all Respondents to respond to those revisions.

B. Interview:

At the City's option, an interview may be conducted for the purpose of clarification and evaluation of the Respondent and its SOQ.

C. Performance Evaluation:

As part of its evaluation process, the City reserves the right to contact Respondent's clients and former clients, including those projects listed in Respondent's SOQ, for the purpose of evaluating any aspect of the Respondent's performance. By the submission of a SOQ, the Respondent grants the City permission to contact any personnel or former personnel of Respondent's clients and former clients to discuss and evaluate Respondent's performance or any other aspect of Respondent's services, management or business relationship

D. Selection:

The selection process will take into consideration many factors. Those factors will include without limitation: technical qualifications; financial qualifications; experience; management style; project approach; capabilities and experience with respect to the identified facilities' strategic needs; approach to employees; level of strategic support including emergency response; willingness to accept risk and liability, and extent of performance and financial guarantees and commitments.

INSURANCE REQUIREMENTS

The contractor/subcontractor shall not commence work under this contract until he has obtained the insurance required within this contract. All insurance coverage shall be with issuance carriers acceptable to the City. If any insurance is written with a deductible or self-insured retention, the contractor/subcontractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the contractor/subcontractor's indemnification of the City. The contractor/subcontractor is responsible to meet all MIOSHA requirements for on-the-job safety. The contractor/subcontractor and his subcontractor/subcontractor shall procure and maintain during the life of this contract for the following coverage:

- a) Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include Employers Liability Coverage.
- b) Commercial General Liability Insurance on an "Occurrence" basis with limits of liability not less than \$1,000,000.00 (as stated above level of hazard) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
- c) Motor Vehicle Liability Coverage, including Michigan No-Fault Coverage with limits of liability not less than \$500,000.00 per occurrence combined single limit bodily injury and property damage for all vehicles used in the performance of the contract. The City reserves the right to require specific limits of coverage if the contract involves the use of a motor vehicle for other than transportation to the work site.
- d) Additional Insured. Commercial General Liability Insurance as described above shall include an endorsement stating the following shall be an additional insured: **"The City, including all elected and appointed officials and employees and all other individuals working on behalf of the City are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City."**
- e) Cancellation Notice. Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

City of Portland
Attn: Tutt Gorman, City Manager
259 Kent Street
Portland, MI 48875

WASTEWATER TREATMENT PLANT OPERATIONS AND MAINTENANCE



Submitted to:
City of Portland

October 31, 2018
PR0217



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SECTION F:	BUSINESS PROPOSAL (SUBMITTED SEPARATELY)



October 31, 2018

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

RE: PROPOSAL FOR WASTEWATER TREATMENT PLANT OPERATIONS & MAINTENANCE

Dear Mr. Gorman:

F&V has enjoyed the long-term relationship over many years with the City. Together, we have solved many problems to improve your infrastructure. We are familiar with you through F&V, who has been your engineer of record for over two decades. This close working relationship brings an operations team with clear vision of the big picture for the City's facility.

Within the last twelve months, we provided consultation on the operations of your Wastewater Treatment Plant (WWTP). We know the WWTP, your operations staff, the challenges of the operations of the facility, and the level of service you desire.

The other highlights of utilizing the FVOP team to operate and maintain your system are discussed below. More detail is provided within the qualifications package:

EXPERIENCE IN IMPROVING THE OPERATIONS OF SIMILAR-SIZED WATER OR WASTEWATER SYSTEMS.

- The City has the benefit of having a team that is currently or recently operated or was the operator-in-charge for similar size systems, such as Big Rapids (1 mgd), Dowagiac (1 mgd), and Dexter (1 mgd). All three of these example projects have mixtures of City staff and FVOP staff working together. Dowagiac is most similar to Portland and we provide staff in the operations and manage their union staff.
- Key FVOP staff members for this project have the experience operating similar activated sludge and anaerobic digestion facilities. We have the knowledge and experience to accomplish the City's desired improvements in the efficiency, reliability and/or reduction of operating costs.
- In addition to Dowagiac, FVOP staff have the experience working with and overseeing labor union staff in multiple facilities.

OUR OPERATIONS TEAM IS SUPPORTED BY OUR ENGINEERING GROUP.

- There is a major benefit to the City in that our team includes backup support from our engineering company. The City and our operations staff have the technical support to look at issues from both an engineering and operations perspectives. Both management teams are conveniently located in the same office and we collaborate with one another on many projects.

ADDED VALUE – ADDED RELIABILITY, EXTENDED LIFE OF THE WWTP COMPONENTS

- A comprehensive maintenance plan will extend the life of the treatment components and provide better reliability. The attached proposal discusses our work approach to expand and enhance the Computerized Maintenance and Management Systems (CMMS) to improve the operations and maintenance. We also

2960 Lucerne Drive SE, Ste 100
Grand Rapids, MI 49546
P: 616.588.2900
F: 616.977.1005
www.fv-operations.com

will add Quality Assurance and Quality Control, as well as housekeeping tasks to improve the efficiencies and appearance of the facility.

We look forward to discussing our approach in more detail. If you have any questions, feel free to contact us at 810.252.8884 or bselover@fv-operations.com.

Sincerely,

F&V OPERATIONS AND RESOURCE MANAGEMENT



Paul Galdes, PE
Vice President



H. Blair Selover
Group Manager | Sr. Associate



SECTION B: REQUIRED STANDARDS



1. FIVE+ YEARS OF O&MM EXPERIENCE

History and Background

F&V Operations & Resource Management, Inc. (FVOP) provides operations assistance and asset management for a variety of municipal, industrial and environmental clients throughout Michigan and Indiana. The parent company, Fleis & VandenBrink Engineering (F&V), and FVOP have provided O&MM services for over 22 years. FVOP was formally established in 2011.

Our management staff has an average experience of over 25 years in their core service areas. This expertise will benefit the City, especially when it comes to difficult compliance and technical issues.

FVOP staff is involved in providing assistance to municipal operations, industrial treatment, and environmental facilities. Our experience and knowledge are integral to effectively and safely managing your facilities.

In addition to the support you receive from FVOP staff, you have the full support of our engineering company, with skilled staff including environmental engineers, geologists, chemical engineers, scientists, architects, hydraulics specialists, and support specialists.

Regulatory Agency Compliance

We work with the Michigan Department of Environmental Quality (MDEQ) and the Michigan Department of Public Health (MDPH) on behalf of our clients on regular basis. When possible, our management team promotes a collaborative approach with our Michigan regulators to get win-win results for our clients. Some of our staff have long-standing, strong connections both professionally and personally with the Michigan regulators.

FVOP has close ties with MDEQ at the various districts, including Lansing staff. We have successfully negotiated many permits and modifications to existing permits. We serve as a client advocate for permit modification and compliance issues.

Any compliance items such as responses to MDEQ random inspections will be addressed and reviewed by the appropriate members of our management team and sent to the System Manager for prior approval. Many times we proactively arrange and conduct face to face meetings with MDEQ to assist us in getting in front of any issue. Understanding MDEQ issues or concerns, and leads to more favorable results without a lot of fanfare. FVOP management team values and promotes a positive working relationship with regulators.

Maximum Cost

Staff track time and expenses by project number, which is then broken down into phases and tasks. This open book approach provides a detailed invoice of where time and money are spent and status of budgets.

2. ACTIVATED SLUDGE EXPERIENCE

Facility	MGD	Scope
City of Flint WWTP	50	activated sludge
City of East Lansing WWTP	35	activated sludge
West Bay County WWTP	10	activated sludge
City of Huntington, IN WWTP	7.5	activated sludge
City of Lansing WWTP	5.3	activated sludge
City of Howell WWTP	2.5	activated sludge
City of Petoskey WWTP	2	activated sludge
City of Hastings WWTP	1.9	activated sludge
City of Williamston	1.5	activated sludge
City of Big Rapids WWTP	1	activated sludge
City of Dexter WWTP	1	activated sludge, tertiary filtration
City of Dowagiac WWTP	1	activated sludge
Village of Armada	0.6	activated sludge sequencing batch reactor
Village of Berrien Springs	0.5	activated sludge sequencing batch reactor

3. CURRENT OPERATING EXPERIENCE WITH WWTP GREATER THAN 1 MGD

We have provided project specific information on select similar sized systems on the following pages, as well as further below in “section 6. Experience with State of Michigan O&MM Services.”

- City of Huntington, IN
- Tawas Utility Authority



OPERATIONS AND MAINTENANCE OF WASTEWATER TREATMENT SYSTEM Huntington, IN

SYSTEM INFORMATION

Design flow: 7.500 MGD

Peak wet weather design flow:
15.000 MGD

CSO storage: 2.250 MGD

CSO design flow: 110.000 MGD

Population served: 17,500

Wastewater Treatment:

Conventional step feed activated sludge with primary treatment and anaerobic digesters

Lift stations: 16

Collection system: 65 miles

Class: IV

FVOP's staff began operating the City of Huntington Wastewater Treatment Plant in 2014 which previously was operated by their staff. After years of non-compliance, the facility is now in complete compliance with the facility's NPDES Permit since FVOP's takeover. The City has received accolades from the regulators for the improved condition and improved operations of the facility. FVOP estimates we have provided a cost savings of greater than \$100,000 annually, with additional savings from the water plant.

The Long Term Control Plan and the Combined Sewer Overflow Operations Plan require the wastewater treatment facility to operate at the maximum flow of 15.00 MGD during rain events. Poor process control, solids management and preventative maintenance had prevented sustained operation at 15.00 MGD in the past. FVOP implemented strict process control procedures and monitoring along with a preventative maintenance program tracked in the CMMS and solids management program to improve facility performance at peak flows. These and other FVOP programs now consistently allow the facility to maintain full compliance while treating wet weather flows in excess of 15.00 MGD.

In 2017, Huntington amended FVOP's contract to add the water treatment system and extended the initial FVOP contract for another five years. Over this time, staff has implemented a number of programs including CMMS, daily monitoring of CSOs and lift stations, weekly CSO and lift station inspections, wet weather operation guidelines and laboratory QA/QC guidelines.

FVOP provides on-site coverage of the wastewater treatment facility seven days a week. Services provide for daily facility checks, process control, solids handling, sample collection, laboratory analysis, all regulatory reporting and identification of capital improvement projects.

FVOP provides monthly client reports to keep City officials updated on the performance and needs at the wastewater treatment facility. FVOP staff have established a professional relationship with the facility's regulating authorities and have the experience to work with the City on recommendations for their CIP program.



REFERENCE

Annette Carroll, 260.356.1400





OPERATIONS AND MAINTENANCE

Tawas Utilities Authority (TUA)

Over the past five years, FVOP has developed a regional approach to assisting three municipal entities in northeast Michigan: the Huron Shore Regional Utility Authority (HSRUA), the Tawas Utilities Authority (TUA), and Oscoda Township. HSRUA has five member communities and TUA has two member communities, so we are well-versed in the complexities of multi-jurisdictional operations. FVOP staff are cross-trained between the various treatment facilities and systems in the region, creating more flexibility in operations, and providing each entity substantial cost savings.

SYSTEM INFORMATION

Design Capacity: 2.4 mgd

Customers: 7,900

Treatment: dual oxidation ditches, primary and secondary clarifiers, anaerobic digestion, chemical disinfection

Class: B

REFERENCE

Annge Horing, 989.362.8688

Five staff members hold wastewater treatment certifications, with operation of the 2.4 MGD WWTP directed by the Regional Manager who holds a class A wastewater treatment operator certification. Services provided include maintaining efficient plant operation, maintaining operation and management records, and preparing budgets and reports for TUA. FVOP administers the contract for biosolids land application and maintains the associated records. We also manage the IPP program, performing semi-annual SIU inspections and all required reporting, as well as the PMP program for mercury.

FVOP provides monthly client reports and acts as the liaison to member communities and the public. FVOP has an established professional relationship with most regulatory authorities – EPA and DEQ. We coordinate with vendors for technical repairs and have the experience to recommend the right replacement equipment when necessary. FVOP also has ties to sister companies that provide supportive engineering and construction management services, which have been utilized.

The TUA WWTP had to develop an Asset Management Program (AMP) as a requirement of its NPDES permit. FVOP's sister engineering company applied for SAW grants for the TUA WWTP and its member community's sewer systems - Tawas City and East Tawas. All three SAW grants were awarded, and FVOP has worked with our engineering staff to successfully complete sewer cleaning and televising, assessment of the WWTP equipment and structures, and development of AMPs and Capital Improvement Plans (CIPs) for the WWTP and two sewer systems.



4. LIABILITY AND PROPERTY DAMAGE

We have provided a copy of our current insurance on the following page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olivier-VanDyk Insurance Agency 2780 44th Street SW Wyoming MI 49519	CONTACT NAME: Jill Wierenga PHONE (A/C, No, Ext): 616-454-0800 E-MAIL ADDRESS: jillw@ovdinsurance.com	FAX (A/C, No): 616-454-7100	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED FLEI&VA-01 F&V Operations & Resource Management, Inc 2960 Lucerne Dr SE Grand Rapids MI 49546	INSURER A: Homeland Ins Co of NY		
	INSURER B: Selective Insurance Company of America		12572
	INSURER C: Accident Fund National Ins Co		12305
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 241493902

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			S2321804	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S2321804	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S2321804	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV6163216	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Contractor's Pollution			793005443-0001	12/1/2017	12/1/2018	Each Wrongful Act Each Poll. Condition Retroactive Date	5,000,000 5,000,000 12/01/2011

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Operations and Maintenance Services
 Umbrella Liability does not extend over Professional/Pollution Liability.

CERTIFICATE HOLDER**CANCELLATION**

***FOR INSURANCE PURPOSES ONLY ***

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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5. BONDING EVIDENCE

FVOP, and its parent company Fleis & VandenBrink (F&V), is a privately-held, employee-owned business. We prefer to not disclose our financial records for public record. However, upon selection or short-listed, we will privately review them with you if necessary.

FVOP is wholly-owned by F&V which has been in business in the State of Michigan for over 25 years. FVOP was formed in 2011 and has been a profitable business from the onset.

We have provided a letter from our bank on the following page.



October 11, 2018

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

RE:

Fleis & VandenBrink Engineering, Inc.
F&V Operations and Resource Management, Inc.
2960 Lucerne SE
Grand Rapids, MI 49546

To Whom It May Concern:

Let this letter serve as notice that Fleis & VandenBrink Engineering, Inc. and F&V Operations and Resource Management, Inc. are valued customers of Mercantile Bank of Michigan.

Both companies are in excellent standing with the bank. They have average monthly cash deposits in the mid-six figure range. We also provide significant availability on a line of credit to the companies and would welcome the opportunity to do more business.

If you have any questions, please do not hesitate to call.

Regards,

Mercantile Bank of Michigan

By: 

Katie Golomb
Vice President

6. EXPERIENCE WITH STATE OF MICHIGAN O&MM SERVICES

FVOP provides operations assistance to numerous clients throughout Michigan and Indiana. Our management team has over 100 years of combined experience in the design, financing, construction and operation of many municipal facilities like yours.

FVOP staff has over 600 years combined experience in the operation of the collection, distribution and treatment systems for water and wastewater facilities for various communities and industries.

We have provided project specific information on select similar sized systems on the following pages, as well as above in “section 3. Current Operating Experience with WWTP greater than 1 MGD.”

- Dowagiac - Operations and maintenance for a 1.0 mgd wastewater and water treatment plant.
- Big Rapids - Certified operator assistance of a 1.0 mgd activated sludge plant.



OPERATIONS AND MAINTENANCE OF WATER AND WASTEWATER TREATMENT SYSTEM - Dowagiac, MI

SYSTEM INFORMATION

Length of Service: 2017-Present

WASTEWATER

Design flow: 1.0 MGD

Two (2) Aerobic Digesters:
293,590 Gals. Each

Ferrous Chloride Used/day:
100-150 gals. 9-12%

Storm water Detention Lagoon:
5.0 million gals.

Class: B

WATER

Design flow: 2.0 MGD

Wells: 3

Standpipe: 300,000 gallons

Class: S2, D2

REFERENCE

Chad Tyrakowski, 269.782.8200

FVOP's has been providing operations and maintenance for the City of Dowagiac's water and wastewater systems since 2017. Over this time, staff has implemented several programs including standards of performance, conducted an internal laboratory audit, supervised the rehab of primary and secondary clarifiers, installation and development of a computerized maintenance management system and staffing restructure.

We provide on-site management and coverage to both systems seven days a week. Services for both systems provide for routine system checks, sample collection, and laboratory analysis. Specific system services allow for continuous discharge to the Dowagiac Creek. Water system operation and maintenance are included in the services provided for the water systems.

Our relationship with the City of Dowagiac has fostered a deeper relationship which has allowed us to gain a better understanding of their facilities and prioritize their needs accordingly. We work with DEQ as a liaison to resolve and modify permit concerns; Coordinate with vendors in the restoration of the primary and secondary clarifiers and restored permit compliance; We have an established professional relationship with most regulating authorities – EPA, DEQ, LARA; have the experience to recommend the right replacement equipment when necessary; we have ties to sister companies that provide supportive engineering and construction services; benefit client through financial efficiency and economy of scale in multi-licensed, cross trained staff and lab services.



WWTP CERTIFIED OPERATOR ASSISTANCE

Big Rapids, MI

SYSTEM INFORMATION

Length of Service: 2013-Present

WASTEWATER

Design flow: 1.0 MGD

Class: B

Customers: 16,933

Service Description: Consultant process, laboratory, regulatory certified operator, IPP

REFERENCE

Dave Cushway, 231.592.4000

F&V provides Michigan Department of Environmental Quality (MDEQ) Certified Operations Specialists to provide the following services at the Big Rapids Wastewater Treatment Plant:

- Provide recommendations on regulatory issues, provide trouble shooting on process control and laboratory services to the City on site staff regarding the O&M of the Wastewater Treatment facility, chemical feed rates, equipment and training needs,
- Review and submit Monthly Wastewater Operating Reports to the MDEQ.
- Respond to questions from the City staff, or MDEQ.

7. CLASS B OR ABOVE MICHIGAN OPERATORS

FVOP encourages and invests in employees to obtain further education and training by completing certification levels. We currently employ over 10 Class B or higher operators, as detailed below:

Name	License	License Number
Blair Selover	A, B, C, D, L1	10413
Chris Munson	A, B, C, D, L2, L1	18573
Cath Garnham	A, B, C, D, L2, L1	10296
Keith Moss	B, C, D, L2, L1	11232
Matt Hosier	A, B, C, D	18653
James Green	A, B, C, D, L1	18714
Scott Reece	B, C, D	18858
Ken Miller	A, B, C, D	10482
Eric Stein	B, C, D	18662
Jason Williams	A, B, C, D	18356
Andre Randall	A, B, C, D	11363

8. UNION EXPERIENCE

Several key members of our project team have a long history of successful/impactful negotiations with unions representing the union or representing the employer. Most of our key managers have successfully worked in an environment where they were managing employees that were part of a union.

Several of our employees have experience “on both sides of the fence” both as a union member or as part of the management team overseeing a union plant. Below are examples of FVOP and our staff successfully working with unions now and in the past.

Blair Selover III

- Blair has 14 years of active membership in the International Operating Engineers Union, including 10 years as Chief Steward.
- Blair negotiated three labor contracts in his role as a Steward for the union.
- As a supervisor, he coordinated labor efforts with union members and their stewards.

Cath Garnham

- Five years active membership in Teamsters, one year as steward.
- Negotiated one labor contract.
- Two years active membership in AFSCME, two years active membership in UAW, two years active membership in East Lansing Supervisory Independent Union.
- As a supervisor, coordinated labor efforts with union members and their stewards.

Our labor attorney is a key member of our transition team. She will review the current contract with the existing unions to provide advice through our proposal process and in negotiating a new contract if needed with the union.

Elizabeth Welch Lykins - The Welch Law Firm, PLC. She has 20+ years of experience in labor law. Her predominant client base is for the employer side of labor negotiations. However, she also represents one union as a client for labor contract negotiations and consultations. (For additional information please see <http://welch-law.com/about-firm/>).

FVOP is currently or recently assisted clients and their unions operate the following facilities:



City of Dowagiac: FVOP provides management and operation services to the City WWTP. The City staff is part of a union. Our operator-in-charge worked closely with their staff and needed to take the union requirements into consideration in making assignments and providing direction and oversight.

City of Big Rapids: FVOP recently provided the Superintendent with support from FVOP to oversee their 1.0 MGD facility. The City staff is part of a union. Our operator-in-charge worked closely with their staff and needed to take the union requirements into consideration in making assignments and providing direction and oversight.

City of Mount Clemens: FVOP recently provided supervision for the City's union employees for the wastewater treatment plant, water filtration plant, and water distribution/wastewater collection system.

Huntington, IN Wastewater Treatment Facility: FVOP was providing the Superintendent with support from our FVOP Operations Group to oversee their 7.5 MGD facility. Prior to restructuring the WWTP organization, the operators at the City of Huntington staff were part of a union. Our operator-in-charge worked closely with their staff and needed to take into consideration the union requirements while making assignments and providing direction and oversight.

City of Flint: FVOP provides operator-in-charge and laboratory operation services for the City of Flint Water Plant. The City staff is part of a union. Our operator-in-charge worked closely with their staff and needed to take the union requirements into consideration in making assignments and providing direction and oversight.

9. EXPERIENCE WITH COLD CLIMATE WWTF

With all our plants being located in Michigan or Indiana, we have vast experience in cold climate WWTFs.

10. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEMS (CMMS)

FVOP and F&V work with over 300 clients, many of which have different software packages. We learn to use our client's preferred software.

FVOP will provide maintenance management with Allmax Antero software. This is an equipment preventive maintenance work order system or Computerized Maintenance Management System (CMMS).

Antero is an easy-to-use, asset management tool for wastewater utilities. It provides a simple, comprehensive approach as shown below:

- A record of your assets
- A schedule of required tasks
- An understanding of your financial situation
- A tailored asset management plan

At the onset of the project, the existing maintenance records of the facility will be evaluated. When possible, equipment data including location and inspection records will be transferred from the existing eRPortal software into the new system. Where data transfer is not possible, equipment will be inventoried, located, inspected and entered into the Antero system. Manufacturer-recommended maintenance and service schedules will be established for equipment within the Antero program for regular maintenance and maximize the useful life of the equipment. Some maintenance schedules may be modified based on staff's specific experience with the equipment.

In addition to equipment preventative maintenance activities, FVOP will incorporate routine cleaning, building maintenance activities, waste disposal and inventory control through work orders generated by the CMMS. This system will provide inventory control and keep up the facility's appearance. The wastewater treatment facilities and transmission systems are multi-million dollar investments of infrastructure and should appear as such.

We have prebuilt training seminars that we regularly employ for staff training, as well as other training.

11. EXPERIENCE WITH COLLECTION SYSTEM AND LIFT STATION MAINTENANCE

FVOP staff have experience managing collection system and providing lift station maintenance.

Facility	Lift Stations	Facility	Lift Stations
Charter Township of Oscoda	25	Delhi Charter Township	13
City of Algonac	3	Elba Township	3
City of Dexter	4	Loch Alpine	1
City of Flint	5	MHOG	45
City of Hastings	3	Otsego Township	2
City of Huntington, IN	16	Paw Paw Township	7
City of Marine City	2	Village of Carleton	1
City of Mt. Clemens	4	Village of Berrien Springs	1
City of Petoskey	2	Village of Bloomingdale	1
City of Portage	54	Village of Metamora	1
City of Richmond	2	Village of Armada	1
Covert Township	3		



SECTION C: GENERAL INFORMATION



1. FIRM INFORMATION

Full Name: F&V Operations & Resource Management, Inc. (FVOP)

Tax Identification: 45-3644551

Corporate Office Address: 2960 Lucerne Drive SE, Suite 101, Grand Rapids, MI 49546

2. ORGANIZATION

FVOP was formally established in 2011. Prior to 2011, OM&M services were provided by Fleis & VandenBrink Engineering (F&V) since 1996.

FVOP is a Corporation licensed to do business in the states of Michigan and Indiana.

3. SUBCONTRACTORS

FVOP does not anticipate needing subcontractors for this project. FVOP is backed by their parent, Fleis & VandenBrink (engineering support) and sister company, F&V Construction (construction management) for construction or replacement of facilities if desired.

4. FINANCIAL CAPABILITY

The F&V Companies, Inc. is a privately-held, employee-owned business. We prefer to not disclose our financial records for public record. However, upon selection or short-listed, we will privately review them with you if necessary.

We have provided a letter from our bonding company in section “B. Required Standards - #5 Bonding Evidence.”



SECTION D: ADDITIONAL QUALIFICATIONS INFORMATION

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Information that is generated through operational assessments, maintenance inspections, and laboratory analysis will be used for decision-making throughout the treatment system. These decisions can be as minor as whether to adjust a chemical feed dosage, and as major as whether to undertake costly facility improvements.

FVOP will implement Quality Assurance/Quality Control policies and procedures in order to provide information that is as accurate as possible and defensible.

Laboratory Quality Assurance/Quality Control (QA/QC) Program

A laboratory QA/QC program is an ongoing process designed to provide accurate and reliable data to comply with regulatory reporting requirements. Laboratory data is also used as a basis for process control adjustments that can have a significant impact on operational costs. The laboratory QA/QC program is set up to utilize analytical methods that are acceptable and that analyses are carried out using proper equipment and laboratory techniques.

FVOP's laboratory QA/QC program complies with EPA standards as set forth in 40 CFR Chapter 1, Subchapter D, Part 136. Site-specific written laboratory Standard Operating Procedures (SOPs) will be developed based on approved analytical methods, incorporating the laboratory equipment utilized at the City WWTP. Bench sheets and other laboratory record forms will be developed based on these SOPs and the NPDES-required monitoring frequency.

Other elements of the laboratory QA/QC program are as follows:

- Weekly review of laboratory data including contract laboratory data by assistant project manager.
- Daily equipment calibration verification.
- Use of method blanks (laboratory reagent blanks).
- Analysis of control samples for precision (duplicate) and accuracy (matrix spike) at a frequency of 10-20% of samples analyzed.
- Development of control charts for precision and accuracy.
- Laboratory equipment temperature logs.
- Inventory of both purchased and prepared reagents.
- Use of GHS-compliant reagent labeling.
- Annual schedule for laboratory equipment maintenance and calibration.
- Laboratory equipment service logs.
- Annual equipment calibration by a certified technician.

Sampling will be conducted in compliance with NPDES permit requirements for location, type, and frequency. Written Standard Operating Procedures (SOPs) for sampling will be developed that incorporate the guidelines for required container type, preservation techniques, and holding times as delineated in Table II of 40 CFR Part 136. SOPs will include samples that will be analyzed on-site, as well as samples that will be analyzed by a contract laboratory.

Contract laboratory performance will be evaluated periodically based on laboratory QA/QC, available analytical methods, sample turnaround time (TAT), sample receiving protocols, and cost. A different contract laboratory may be utilized in the future if Pace Analytical does not meet the needs of this project.

FVOP's system of checks and balances provides limited omissions or oversights occur in the operation and maintenance of the wastewater treatment system. Examples of QA/QC policies and procedures that will be employed at your project are as follows:

- Maintenance activities will be scheduled utilizing work orders generated through a computerized generation of new work orders, and logging of completed work orders, will be performed by staff directly involved in maintenance activities.
- Conduct a monthly review of completed work orders and comparison with work order schedule by project manager. Provide daily operation activities reports, including maintenance, on a weekly basis to the Grand Rapids office for review. These reports are included with the time and expense logs and their approval is contingent upon receipt of the operations report.
- Schedule process control monitoring activities on a daily or shift-wise basis, and record measurements and assessments on forms developed for your facility.
- Maintain a daily operations log at the facility to record observations, changes, and issues that may occur

- Perform a monthly review of major cost components such as electrical consumption, chemical usage and Biosolids production. These components will be tracked and monitored in an effort to achieve the highest levels of efficiency.
- Maintain regular direct written and verbal communication with designated representatives of Portland.
- Submit regular monthly operating reports that contain summaries of the previous month's activities, compliance information, and response to emergencies.
- Notify the designated representative of Portland of any non-routine incidents upon occurrence via telephone and email.
- Provide annual input to assist in the development of the annual operating budget in order to provide revenue flow is adequate to support operation of the facility.

SAFETY AND SECURITY MEASURES

Site Review

FVOP will physically review the City's existing infrastructure for the specific purpose of developing a comprehensive site-specific Health and Safety (H&S) program based on our corporate H&S program. This review will include the following:

- Inventory of confined spaces and verification of appropriate signage.
- Inventory of electrical hazards and appropriate identification of disconnecting means and circuits.
- Identification of chemical hazards and verification of required emergency shower/eyewash station functionality
- Inspection of emergency lighting and fire extinguishers for proper operation.
- Review of hazard communication materials, safety data sheets, and required postings.
- Inspection of other fixed safety equipment, such as ladders and railings.
- Review of required state and federal labor law postings.

We will review the operation and maintenance activities that are performed by staff and/or subcontractors. Existing Job Safety Analysis (JSA) forms and Safe Work Plans are reviewed in accordance with FVOP's H&S Program and MIOSHA requirements. New ones are developed where deficiencies are identified.

Security Measures

FVOP will conduct a security audit that will be focused on the common areas of concern as well as any other issues which may be unique to this facility. Effective physical protection systems incorporate these four basic elements: deterrence, detection, delay, and response.

Examples of the items that will be included in the security audit are as follows:

- SCADA and instrumentation.
- Alarms – motion, fire, water, and unauthorized entry.
- Availability of limited points of entry.
- Perimeter monitoring - fences, locked or access-controlled gates, motion actuated lights.
- Threat assessment including vandalism, sabotage, terrorist targeting.
- Vulnerability assessment for natural disasters including flooding and tornadoes.
- Redundant communications.
- Generator and electrical transformer/switchgear security.
- Valve vaults, roof hatches, manholes.
- Chemical fill lines and storage facilities.
- Combustible/flammable material storage.
- Visibility and lighting.
- Signage.
- Emergency response plans and procedures.

Administration

FVOP's safety manager will designate the site personnel accountable for implementing H&S Program tasks. This includes staff who are routinely exposed to potential hazards, as safety begins with each individual. The safety manager will establish accountability measures and enforcement procedures.

A listing of the health and safety manual components are shown below:

General Health and Safety

- Hazard communication
- Incident reporting and investigation
- Bloodborne pathogens exposure control
- Hearing conservation
- Confined space entry
- Respiratory protection
- Personal protective equipment
- Reproductive hazards protection
- Ergonomic hazard guidelines
- Vehicle safety
- Health and safety qualifications for subcontractors
- Emergency action plans
- Health and safety training
- Medical surveillance
- Respiratory protection
- Personal protective equipment
- Specific health and safety plan for DPW, wastewater and water operations
- Security and control
- Emergency response planning
- Construction accident prevention
- Construction health and safety plan
- Demolition and decontamination
- Traffic zone safety
- Trenching and excavation
- Hot work
- Haulage and earthwork safety

Safe Work Practices

- General safe work practices for field employees
- General safe work practices for office employees
- Working over or near water
- Use of heavy equipment
- Special site hazards
- Safe electrical work practices
- Fall protection practices
- Portable ladder safety
- Drum and container handling
- Spill and discharge control
- Heat stress prevention and monitoring
- Flammable hazards and ignition sources
- Cold stress safe work practice
- Biohazard safety
- Underground storage tank removal
- Safe lifting practices
- Permit-required confined space entry
- Non-permit-required confined space entry
- Oil and distillate fuel product hazards
- Protection from sun exposure
- Respirator cleaning procedures
- Safe work practices for air purifying respirators
- Respirator qualitative fit testing procedures
- Lone worker safe practices
- Short service employee (SSE) program

In addition to the above program modules, our Health and Safety Manual includes forms to document training, incident reporting, site logs, inspections, and program audits within each section of the manual.

STAFF TRAINING PROGRAM

Regular training particularly regarding safety is an important requirement of the management team at FVOP and it starts with our employee's first day of work. Staff start with the safety training modules during their two-day on-boarding process. This safety module identifies the general safety requirements at our facilities, personal protection requirements, and safety protocols.

As part of the on-boarding process, each new staff person is evaluated for competence in various technical areas. Short term (0-2 years) and long range (2-5 years) technical training plans are developed for each person. These technical training plans are individually tailored to each employee.

University of Sacramento 1 & 2 Wastewater Courses are mandatory classes for wastewater staff. Other classes that an employee takes that were recommended are documented. These training and classes are recorded for each employee and reviewed annually.

We believe in having our staff grow in their technical abilities and advancement in certification levels. Staff compensation raises and performance bonuses are affected by them keeping up with the expectations on the defined training and certification plan.

During annual performance reviews, accomplished classes and training modules by an employee is documented. Future training plans for the employee are updated on a case by case basis, accounting for progress toward goals. Compliance and progress toward training goals are weighted for each employee's annual performance evaluation.

We believe a well-rounded operator should have a strong background in process control, laboratory, and maintenance. We provide and require cross training of staff for the multitude of activities that are usually present at our sites. This maximizes both the efficiency and effectiveness of our operations staff.

Staff receive on-the-job training including, safety training, CMMS, process control, and laboratory. This training is done by senior level staff and customized for each site that our employees are assigned.

Additional training is provided on a monthly basis in each region. Training topics are focused on upcoming issues and areas of concern identified by our project managers. An example of a recent topic was awareness and information on PFAS. In May they were provided info on the issues, and were given info that covered sampling, reporting, classification, IPP requirements, and analysis.

We use local training sessions as a team building exercise and periodically include lunch or some other sort of social activity in conjunction with the training. We find this approach helps open staff up and get the transfer of ideas flowing more readily. It is also in compliance with one of the F&V Companies, Inc. core values that is to "Have Fun!"

Our management team hosts a tri-annual meeting with our project managers and prospective project managers. This meeting is a face to face off-site meeting that is a day and a half long to cover various current issues, an opportunity for the project managers to get to know each other better, an opportunity for our project managers to discuss issues they are having, and develop a bond with our FVOP team. The management team always has guests to assist in providing technical, financial, management, and other non-technical critical training.

We are successful in our training goals. Three staff have advanced their levels of certification just this month. Many of our in-house training programs are MDEQ-certified for CEC's.

MINIMIZING ENERGY CONSUMPTION

Preventive Maintenance

Preventive maintenance systems are critical to optimizing the effectiveness and energy efficiency of each unit process through routine monitoring and inspection of the facilities including tanks, mechanical and electrical equipment, instrumentation and SCADA. For example, reactor tanks should be taken down for routine cleaning and inspection for proper operation of the air diffusers.

Energy Audit

We recommend conducting an energy audit on electrical gear, motor controllers, and motors to evaluate potential alternatives to improve energy efficiency. This audit should first focus on the larger, high priority process equipment that may be operating at or beyond its useful life. Advances in technology have resulted in improved efficiencies and reduced energy consumption of replacement equipment.

Aeration Control Optimization

Aeration systems can be optimized to reduce plant operation costs by decreasing blower output depending on the influent waste characteristics and effluent set points. A real time control system can be implemented to monitor influent and effluent ammonia concentrations of the reactor basins. This allows the blowers to be scaled back when an excess of oxygen is being provided to the treatment basins.

This monitoring technology allows the treatment basins to operate at a lower dissolved oxygen concentration until the influent ammonia spikes and the blowers are ramped up to achieve adequate treatment. This system consists of on-line process analyzers and other process inputs, and a touch screen interface that is used to calculate oxygen demand. The control module absorbs all the data and calculates the oxygen demand for the basin based on the effluent ammonia set point.

Limiting the oxygen supplied to the basins has been observed to reduce aeration energy costs by 15% in a specific case study. We recommend evaluating this technology for the City to help further reduce energy consumption.

Solids Handling

The current method of biosolids stabilization incorporates thickening and anaerobic digestion with land application for final disposal of waste sludge as a Class B biosolid. We recommend the evaluation of these practices to improve efficiencies by capturing additional energy contained in the biosolids and consider the use of substrates to enhance biogas production. The heat produced by this process would be used at the facility, reducing energy consumption. The use of substrates may provide a significant savings to offset disposal and chemical costs.

COMMUNICATION PLAN

The FVOP approach is that of a family environment. We consider our clients to be partners in our projects, which makes for a long and successful relationship. Our staff will meet with your designee on a weekly basis to provide brief status updates, report significant events, and receive your feedback on issues regarding the O&M of the WWTP. This teamwork approach and open communication are essential, and the foundation of a successful partnership.

We have templates for equipment inspection, log sheets, and monitoring documentation. These templates will be modified for the specific needs of the City's facility. By using these proven documentation methods, we can provide compliance with MDEQ reporting requirements, as well as with manufacturer's warranty conditions. We have the experience to operate and maintain your facility and equipment well beyond its predicted life expectancy and within the constraints set forth by your regulators and NPDES permit.

FVOP's communication plan for each project varies depending on the client – sometimes even changing for the same client based on their feedback. In order for us to have success and meet our client's expectations, we train our project managers and staff members to listen to our clients in order to better understand their needs, issues, and concerns.

At the start-up of this assignment, our project manager and the appropriate City representatives will meet to establish the preferred methods of communication and to delineate expectations. Usually the main key to project success is providing our client the proper communication, such as regular reporting on routine operations, and immediate reporting of problems or issues encountered.

Working as a Team

We recognize the facility is yours, and FVOP is your representative to other professionals that may be working on projects with City. We will share information when requested with your other vendors and contractors in order to facilitate improvements at the WWTP.

Be responsive when there are issues

- Being there in-person is best and our first choice. We can meet with you at the WWTP or at your municipal offices. Our proposed primary contact, Chris Munson, can check on issues or check on the facility O&M every day if needed.
- Phone call or cell phone is second - our cell phones are always on if you need to reach us.
- E-mail should transfer data and is a distant third as far as being responsive.
- Additionally, we will provide contact information for 24-hour, on-call response.

Keep the City informed

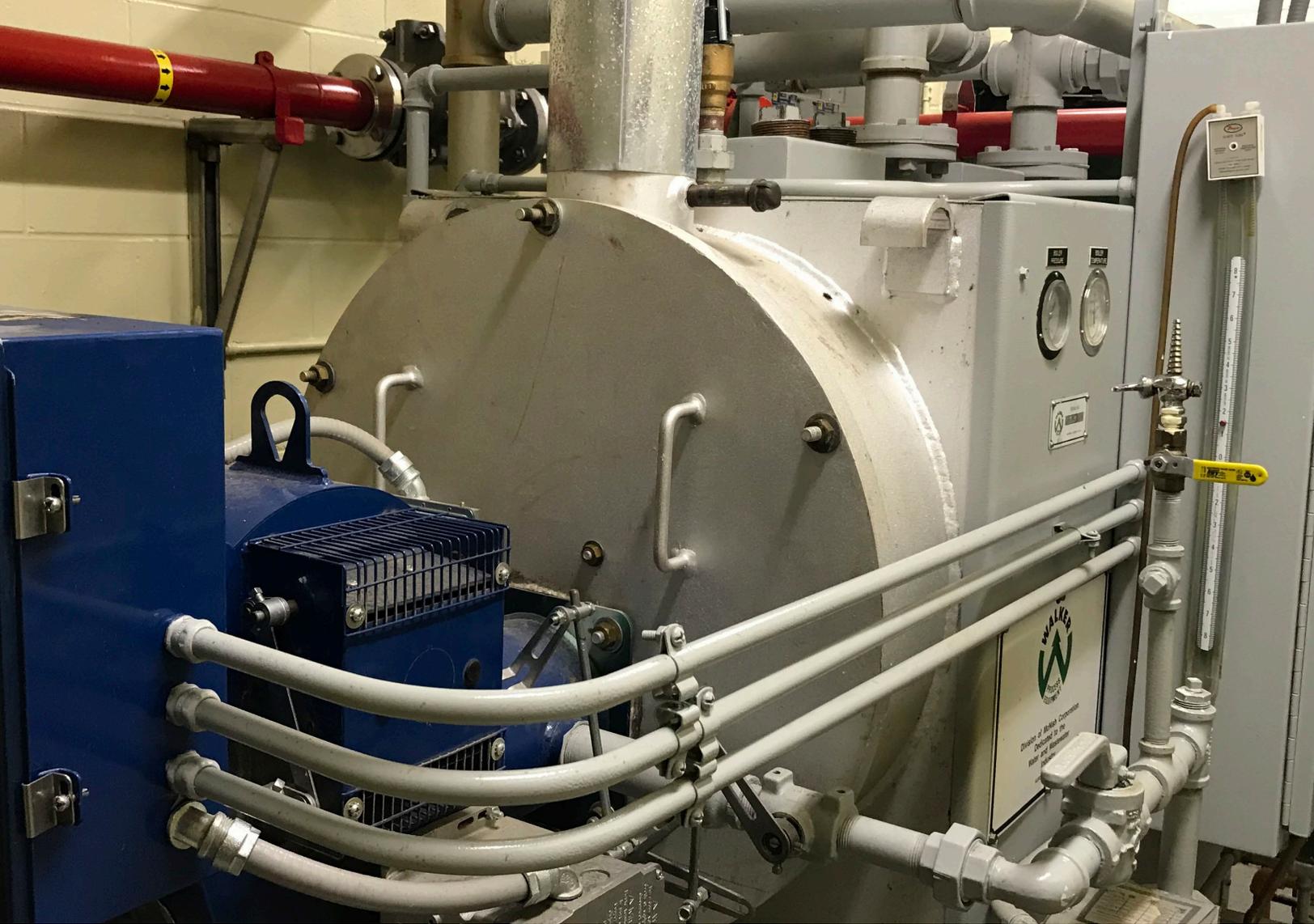
- We will attend one monthly City council meeting if desired. It is our understanding council meetings are held the first and third Monday of each month at City Hall.
- We will provide a monthly operational report to the City in your preferred format - either physical copies or an electronic report. The report will include at a minimum the following information for the previous calendar month: executive summary of facility O&M, operational highlights, Discharge Monitoring Report with influent and effluent data, plant performance data, copies of correspondence, details of purchases for maintenance and repair. Additional information will be provided at your request.
- We will schedule meetings with City staff to review project performance and issues. Meeting minutes meetings can be provided to identify decisions that were reached, decisions still to be made, and problems encountered.

Using Technology for Improving Communication

- FVOP utilizes web-based conferencing on our secure site when appropriate in order to provide our clients access to project discussions and issues via your local computer where high speed internet is available. This is used particularly when we have agencies or experts in different cities that need to discuss issues. We can show the information on the computer screen and discuss the issue via conference call.
- Website usage is available for sharing project information or for accessing project information and reports. We can utilize the FVOP website and give City passwords in order to access drawings, reports and minutes. We would utilize our Sharepoint software which can be accessed by the clients via password.

FVOP understands that communication with the client provides the entire team a clearer understanding of any issues and is fundamental to the success of the O&M project.





SECTION E: OPERATING PLAN

1. MANAGEMENT TEAM AND TECHNICAL SUPPORT

MANAGEMENT TEAM

We are proposing a very experienced project team to provide the services requested by the City of Portland. Our team consists of professional personnel with the training, certifications, and experience necessary to accommodate your needs. We want the staff to grow technically and professionally by encouraging and rewarding them to obtain and maintain their certifications and by staying current through seminars, conferences, job training, and testing.

A huge benefit to Portland is that our FVOP project managers have direct access to engineers from our parent company Fleis & VandenBrink Engineering (F&V). The engineers work with our operators all the time. At your direction, they can assist you with designing and constructing additions or replacements needed at your facilities.

Staff proposed for the operation of the facility are as follows:

Chris Munson will serve as the **Project Manager**. Chris has more than 15 years' experience in wastewater and water operations. He has worked at your facility in the past and has direct operations experience with your facility.

Chris has experience working with unionized staff from both sides of the table. Chris will lead the installation of the maintenance tracking programs, such as CMMS. He will also provide emergency response efforts due to his proximity to your facility. He has worked in several large-capacity wastewater treatment plants, such as Mt. Clemens (10 mgd), Huntington, IN (7.5 mgd), and East Lansing (30 mgd) and also has experience with smaller facilities Armada (0.6 mgd), Tawas Utility Authority (2.4 mgd), Carleton WWPT (0.74 mgd) and Leoni Township (3.0 mgd).

Jason Freeman will serve as a **back-up** to the **Project Manager**. He has 10 years of experience providing technical services and project management to water and wastewater treatment plants. He has worked at your facility in the past and has direct operations experience with your facility.

Brian Lee will serve as **Health and Safety Manager**. Brian is an operator with nearly 20 years of experience in operations. He is responsible for the management and oversight of FVOP's safety training program. He has experience assisting with the operations and maintenance of wastewater and drinking water treatment plants.

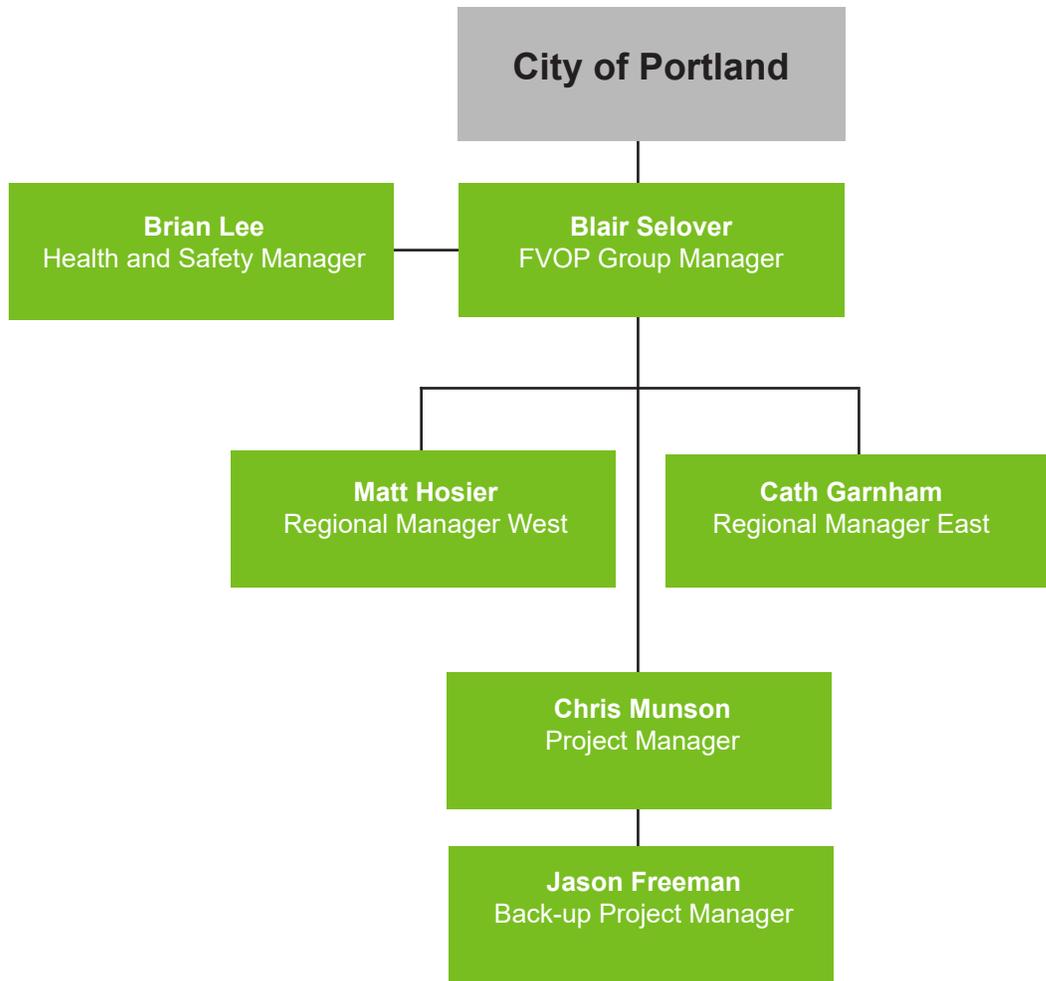
TECHNICAL SUPPORT

Matt Hosier will support Chris and the Portland WWTP project. Matt is FVOP's Regional Manager for West Michigan. Matt has over 25 years of experience as a wastewater treatment operator throughout Michigan and Indiana. He has experience in facility management, staff supervision, operation and maintenance of water and water treatment equipment and associated processes. He will assist in the oversight of the operation and maintenance activities and is available as a technical resource to all the operation and maintenance staff.

Cath Garnham will also support Chris and the Portland WWTP project. Cath is FVOP's our East Michigan Regional Manager. Cath has over 20 years of water and wastewater plant operations experience. She is an expert in laboratory management, regulatory compliance, inventory, and process control. Cath brings over 25 years of wastewater treatment plant operations experience.

Blair Selover is available to support all Staff and the City, Blair is FVOP's group manager. Blair has more than 30 years' experience in wastewater and water operations.

An organizational chart and resumes are provided on the following pages.



PROFESSIONAL BIO

Blair has over 35+ years experience in the operation of a diverse mix of remediation wastewater, water, collection, distribution, and treatment systems. As the group manager for FVOP, Blair is responsible for technical leadership, project management, and business development.

He is currently responsible for management of over 30 water and wastewater treatment and transmission systems, and groundwater remediation facilities. He also provides treatment facility start-up services training, technical, and engineering assistance. Blair has assisted in the transition of union to contract operations for dozens of plants throughout his career partnering with clients.



BLAIR SELOVER, III

Contract Operations Group Manager | Senior Associate



BSelover@fv-operations.
com
616.588.1924



AS, Civil Technology
Lansing Community College



Municipal Wastewater
Certifications: A, B, C, D and
L-1 (10413)

FEATURED EXPERIENCE

WWTP - Mount Clemens

Operations manager for the operations and maintenance of a 10 mgd, oxidation ditch treatment plant, with four lift stations 45 mgd combined sewer retention basin.

WWTP - Huntington, IN

Operations manager for the full operations, maintenance, and management of a 7.5 MGD wastewater and transmission system.

WWTP Certified Operator Assistance - Big Rapids

Group manager responsible for assistance to the 1.9 MGD activated sludge wastewater treatment plant in Big Rapids. Responsibilities include process troubleshooting, regulatory compliance, and lab trouble shooting.

WWTP - Hastings

Project manager for operator training and assistance of a 1.9 MGD wastewater treatment plant and collections system.

WWTP - West Bay County

Project manager assisting operations and maintenance of a 10.28 MGD wastewater treatment plant.

WWTP - Dowagiac

Operations manager for the operations and maintenance of the City's 1.0 mgd activated sludge WWTP.

WWTP - Flint

Group manager responsible for contract negotiations with the City's operations and maintenance of the City's 50 mgd activated sludge WWTP.



PROFESSIONAL BIO

Chris has nearly 11 years of experience with wastewater treatment equipment and processes. Chris takes the lead on installation, updates, and trouble-shooting of the computerized management systems. He also provides emergency response support due to his proximity to your facility.

Chris oversees and assists with on-site operations and management projects throughout Michigan.

CHRIS MUNSON
Project Manager | Associate



cmunson@fv-operations.com
517.977.6107



Lansing Community College



Municipal Wastewater
Certifications: A, B, C, D, L-2,
L-1 ID: 18573

FEATURED EXPERIENCE

WWTP Consulting Operations - Portland

Operations specialist for the operations of a 1.0 MGD activated sludge WWTP

WWTP Operations Support - Dowagiac

Operations specialist for the operations support of a 1.0 MGD activated sludge WWTP.

WWTP - Huntington, IN

Operations specialist for the full operations, maintenance, and management of a 7.5 MGD wastewater and transmission system.

Armada WWTP and Lift Station Operations - Armada

Project manager for a .60 MGD sequencing batch reactor wastewater treatment plant. Operations staff monitors the rainfall levels by taking daily readings and sending the information bi-monthly to SEMCOG at Michigan State University. FVOP is also responsible for performing daily, weekly, and monthly sample collections.

WWTP Full Operations - Berrien Springs

Operations specialist for operations and maintenance assistance for 0.5 mgd activated sludge sequencing batch reactor wastewater treatment facility and lift station collection facility.

WWTP Operational Services - Carleton

Providing operations and maintenance of a 0.74 mgd, oxidation ditch wastewater treatment facility.

WWTP - Leoni Township

Project manager providing operations and maintenance of a 3.0 MGD Membrane Bio-Reactor (MBR) activated sludge system.

WWTP Certified Operator Assistance - Mt. Clemens

Project manager and operations specialist providing assistance to the 10 MGD oxidation ditch wastewater treatment plant in Big Rapids. Responsibilities include CMMS set up.



PROFESSIONAL BIO

Jason has nearly 10 years of professional experience. He provides technical services, lab and project management to water and wastewater treatment plants.

Jason excels in water, wastewater and industrial process control, operations and maintenance, as well as soil and groundwater remediation systems.

JASON FREEMAN
Back-up Project Manager



jfreeman@fv-operations.com



Associates: Electrical Engineering and Automotive Technology



Municipal Wastewater Certifications: C, D (19320)

FEATURED EXPERIENCE

WWTP Consulting Operations - Portland

Operations specialist for the operations of a 1.0 mgd activated sludge WWTP.

WWTP - Leoni Township

Operations specialist providing operations and maintenance of a 3.0 MGD Membrane Bio-Reactor (MBR) activated sludge system.

WWTP - Pall

Operations specialist for the operations and maintenance of a 0.200 MGD ground water remediation system.

WWTP - Berrien Springs

Operations specialist for the operations and maintenance assistance for a 0.5 mgd activated sludge sequencing batch reactor wastewater treatment facility and lift station collection facility.

WWTP Operations Support - Dowagiac

Operations specialist providing operations support of a 1.0 mgd activated sludge WWTP.

WWTP Operational Services - Carleton

Operations specialist for laboratory work relating to the operations and maintenance of a 0.74 mgd, oxidation ditch wastewater treatment facility.

Operation and Maintenance - Lazy Oak Subdivision

Operations specialist for operations and maintenance of the Lazy Oak Subdivision. Works includes: sampling and analysis, facility O&M, and on-call services.



MATT HOSIER

Regional Manager West | Associate

PROFESSIONAL BIO

Matt has over 30 years of experience as a wastewater treatment operator throughout Michigan and Indiana. He has experience in facility management, staff supervision, operation and maintenance of water and water treatment equipment and associated processes.

Matt is a regional manager in west Michigan and northern Indiana.

He holds the highest level certifications in both Michigan and Indiana.



mhosier@fv-operations.com
260.409.5902



AS, Public Safety Technology and Environmental Care Specialty, Ivy Tech State College



Municipal Wastewater Certifications: A, B, C, D

FEATURED EXPERIENCE

WWTP Full Operations - Huntington, IN

Regional manager for the operations, maintenance and management of a 7.5 MGD wastewater and transmission system.

Norfolk Southern - Fort Wayne, IN

Regional manager for the operations, maintenance and management.

WWTP Operations Support - Dowagiac

Regional manager for the operations support of a 1.0 MGD activated sludge WWTP.

WWTP Full Operations - Berrien Springs

Regional manager for operations and maintenance assistance for 0.5 mgd activated sludge sequencing batch reactor wastewater treatment facility and lift station collection facility.

Wastewater Treatment Plant and Well Monitoring - Andrews University

Regional manager for routine operation and maintenance of the University's 0.5 MGD activated sludge treatment plant and 0.14 MGD extended aeration wastewater facility on a 5 day per week basis.

WWTP - West Lafayette, IN

Past superintendent of wastewater treatment facilities. Managed operations and staff of privately-owned 0.750 and 0.030 MGD wastewater treatment facilities.



PROFESSIONAL BIO

Catherine is regional manager East for FVOP projects. She is responsible for technical procedures and standards and assists project managers as a technical operations resource. She brings with her over 25 years of administration and operations experience. She provides standard operating procedures and facility and lab operating and start-up recommendations.

CATHERINE GARNHAM
Regional Manager East | Associate



cgarnham@fv-operations.com
517.304.3513



BA Chemistry
Michigan State University



Municipal Wastewater
Certifications: A, B, C, D, L-2,
L-1 (10296)

FEATURED EXPERIENCE

Huron Shore Regional Utility Authority Water Treatment Plant, Tawas Utility Authority Wastewater Treatment Plant and Oscoda Charter Township Wastewater Treatment Lagoon and Water Distribution System – Iosco County

Full-time manager for three communities that have partnered to provide residents with utility services. Garnham was involved in planning the regional concept, then provided part-time consulting support for the project. In May of 2014, she took over full-time leadership.

- HSURA is a S1, F1, 5 mgd; surface water treatment plant
- TUA is a 3.0 mgd aeration activated sludge wastewater treatment plant
- OCT is a 0.625 mgd wastewater treatment and collection plant

WWTP - Leoni Township

Regional manager for the operations and maintenance of a 3.0 MGD Membrane Bio-Reactor (MBR) activated sludge system.

WWTP & LS Operations - Armada

Regional manager for the wastewater treatment plant. Operations staff monitors the rainfall levels by taking daily readings and sending the information bi-monthly to SEMCOG at Michigan State University. FVOP is also responsible for performing daily, weekly, and monthly sample collections.

WWTP Operational Services - Carleton

Regional manager for the operations and maintenance of a 0.74 mgd, oxidation ditch wastewater treatment facility.

O&M - Metamora

Regional manager for the operations and maintenance of the water treatment, wastewater treatment and collection systems for the Village of Metamora.

2. OPERATING PLAN

Operating protocols are key to the successful operation of any utility-based project. These procedures influence all aspects of the project. Many of these protocols are already in place and will continue as FVOP transitions into leadership. We will rewrite and improve the protocols where possible. Operations protocols for the plant include monitoring, process control, maintenance, biosolids disposal, and completing the NPDES lab and sampling requirements.

Daily plant monitoring will include a comprehensive round of the facility. This round will consist of physical checks of all unit processes. An example of some of the expected checks include raw sewage pumping observations, aeration tank observations and sampling, return sludge rates, waste sludge rates, thickening operations and sludge dewatering observation and sampling, secondary clarifiers observations, and sampling and final disinfection observations.

Every two hours, condensed rounds of the facility are performed that are limited to unit process that are operated at the time such as return sludge pumping, wasting, digester operation, and secondary clarifier operation.

Process control will evaluate the information generated during the round activities and the process control information generated in the lab. Daily activities, flows, and weather will be considered prior to adjusting process rates. Typical adjustments occur in solids handling activities including return activated sludge rates, waste activated sludge rates, aeration tank oxygen levels, and chemical feed rates for phosphorus removal and chemical rates of the odor control units.

Maintenance will be conducted through the CMMS program. The CMMS program will continue to remain fully integrated with the asset management program.

In the review of the existing work orders, it appears that housekeeping work orders are not being generated in the CMMS Program. We will add housekeeping work orders to the CMMS Program. Implementing and tracking housekeeping activities improves the overall appearance of the facility, makes for a safer, and more operator friendly working environment.

Monitoring of biosolids levels and disposal rates is key to maintaining both 503 and NPDES compliance. Biosolids represent a considerable expense for every wastewater plant. On the other hand, biosolids can also be a considerable source of energy, reduce chemical and overall sludge disposal volumes. Efficient dewatering, application and treatment are critical for successful process control and limiting budget expenses.

Laboratory analysis provides the data required for NPDES reporting, but most importantly it provides the operations staff the ability to see what's going on "under the hood" of the wastewater treatment plant. It is imperative to generate solid analytical data to stay in compliance and make efficient process decisions.

Our senior staff conducts regular lab audits focusing on methods, technique, and QA/QC. All our operations staff are trained in laboratory procedures and protocols. Through cross training, we have smarter operators when it comes to making process control decisions which impact the facility's bottom line efficiency.

3. ENHANCEMENTS

Enhancements

Some of the enhancements we will bring to your facilities include

- Enhanced CMMS Program.
- Laboratory QA/QC program.
- Enhanced safety program.
- Asset/capital improvement plan reviews.
- Monthly operations reports with budget updates.
- Facility evaluation report.
- An annual capital improvement update with recommendations based on your existing plans, budgets, and our observations during the course of our work and from our facility evaluations.
- Detailed department reports on a monthly basis with regard to budgets, facility operational costs, and compliance.

Added Value

The F&V Companies consists of FVOP, Fleis & VandenBrink (F&V), and F&V Construction Management (FVC) that provide operation, engineering, and construction services. Together we 'Design. Build. Operate.' facilities and their improvements to make wastewater plants safer, more efficient and cost effective. The operations, construction, and engineering groups network closely every day to provide major benefits to our clients. Direct communication and collaboration between engineer, builder and operator is essential for the proper operation, and maintenance of your facility.

Our staff includes electricians and mechanics that can direct and assist when necessary for pulling a pump for servicing or solving an electrical issue. It also includes chemists, biologists and computer specialists when needed for process control, software/hardware computer communication, and laboratory processing.

Union Experience

Several key members of our project team have a long history with unions including representing the Union or representing the employer. Most of our key managers have successfully worked in an environment where they were managing employees that were part of a union.

Several of our employees have experience "on both sides of the fence" both as a union member or as part of the management team overseeing a union shop. Below are some examples of FVOP and our staff successfully working with unions now and in the past.

Blair Selover III

- Blair has 14 years of active membership in the International Operating Engineers Union, including 10 years as Chief Steward.
- Blair negotiated three labor contracts in his role as a Steward for the union.
- As a supervisor, he coordinated labor efforts with union members and their stewards.

Cath Garnham

- Five years active membership in Teamsters, one year as steward.
- Negotiated one labor contract.
- Two years active membership in AFSCME, two years active membership in UAW, two years active membership in East Lansing Supervisory Independent Union.
- As a supervisor, coordinated labor efforts with union members and their stewards.

FVOP is currently or recently assisted clients and their unions operate the following facilities:

City of Flint: FVOP currently provides operator-in-charge and laboratory operation services for the City of Flint Water Plant. The City staff is part of a union. Our operator-in-charge works closely with their staff and needed to take the union requirements into consideration in making assignments and providing direction and oversight.

City of Dowagiac: FVOP provides management and operation services to the City WWTP. The City staff is part of a union. Our operator-in-charge worked closely with their staff and needed to take the union requirements into consideration in making assignments and providing direction and oversight.

West Bay County, MI Wastewater Treatment Facility: FVOP previously provided the superintendent with support from FVOP to oversee their 10 MGD facility. The West Bay County staff is part of a union. Our operator-in-charge worked closely with their staff and had to take the union requirements into consideration in making assignments and providing direction and oversight.

Huntington, IN Wastewater Treatment Facility: FVOP previously provided the superintendent with support from FVOP to oversee their 7.5 MGD facility. The operators at the City of Huntington staff were part of a union. Our operator-in-charge worked closely with their staff and needed to take into consideration the union requirements while making assignments and providing direction and oversight.

City of Big Rapids: FVOP recently provided the Superintendent with support from our FVOP Operations Group to oversee their 1.0 MGD facility. The City staff is part of a union. Our operator-in-charge worked closely with their staff and needed to take the union requirements into consideration in making assignments and providing direction and oversight.

Consultation to various clients that involve unions:

- Dexter, MI Wastewater Treatment Facility – Blair has provided consultation to the plant superintendent for many years.
- GM – Bay City Powertrain – providing operator services in a union environment.
- Meijer, Middlebury, IN – providing operator services in a union environment.
- Wacker Chemical – provided operator services in a union environment.
- L-3, Muskegon – provided operator services in a union environment.

Importantly, we understand what can be a delicate balance for establishing work/responsibilities boundaries within a union shop. Over the years, our staff has nurtured a successful procedure for working with unions to accomplish the goals of the plant. We have to move to a relationship that provides mutual trust and respect.

4. EXAMPLE CONTRACT

Please see example draft contract on the following page. FVOP is open to negotiations.

PROFESSIONAL SERVICES AGREEMENT

F&V Operations and Resource Management, 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 F&V Operations and Resource Management Inc. ("Operator") and The City of Portland, whose address is 259 Kent Street, Portland, MI 48875, ("Owner") where Operator agrees to provide services for Owner and Owner agrees to pay Operator, 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; General consultation and certified Operator support services.

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;

Operator's proposal / letter dated 10/31/2018

COMPENSATION OF OPERATOR: This contract is an Hourly Fee contract plus 1.1 times reimbursable expenses unless otherwise negotiated. If the work scope can be defined, a budget may be requested and a lump sum fee negotiated.

Owner shall Pay Operator for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within thirty (30) calendar days of presentation of the invoice. Invoices shall be past due thirty (30) 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, Operator may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Operator 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 Operator.

If Owner objects to any portion of an invoice, Owner shall notify Operator in writing within thirty (30) 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 Operator'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 Operator'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 _____, 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 Operator 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 Operator 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 operators and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Operator shall be paid by Owner on an hourly basis at Operator's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the contract period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Operator 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 Operator's Compensation.

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

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

INDEMNITY. Owner indemnifies, defends and holds harmless Operator and its agents, affiliated companies, 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 Operator. In the case of claims against Operator 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 Operator and its officers, directors, partners, agents, employees, affiliated companies, and any consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Operator, 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 or public health issues related to the Project.

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

LIMITATION OF LIABILITY. Operator shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Operator. The total liability of Operator under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Operator's officers, directors, employees, or agents, affiliated companies 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.

Operator 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, Operator shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Operator. 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 Operator may be found liable under the terms of this paragraph, and only to such extent, Operator's liability shall not exceed the percentage share of Operator's responsibility.

INSURANCE. Upon Owner's request, Operator 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 Operator 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 Operator's Services, excepting damages caused by the sole negligence of Operator. Operator will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Operator from any damage caused by or to underground structures and utilities not called to Operator's attention, all in accordance with the indemnity provisions herein. Owner shall provide Operator 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.

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 Operator'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 Operator that may be in any way connected with the Owner's decision not to retain the Operator to performance construction phase services. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Operator, its officers, directors, employees and consultants (collectively, Operator) 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 Operator and to release the Operator from any liability arising directly or indirectly from such changes.

SPREAD OF CONTAMINATION. Owner understands and agrees that Operator 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 Operator. To the extent that Operator may be found liable under the terms of this Paragraph, and only to such extent, Operator's liability shall not exceed the percentage share of Operator'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 Operator 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 Operator 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, Operator 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. If Operator participates in any way with any permitting process, Operator provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Operator for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

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 Operator 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. Operator'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 Operator are instruments of

service for the intended project. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Operator 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, Operator 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 Operator 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 Operator 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 Operator.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Operator unless agreed to in writing signed by an authorized representative of Operator, and Operator 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. Operator's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Operator 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 Operator 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 F&V Operations and Resource Management, Inc.

OWNER
City of Portland

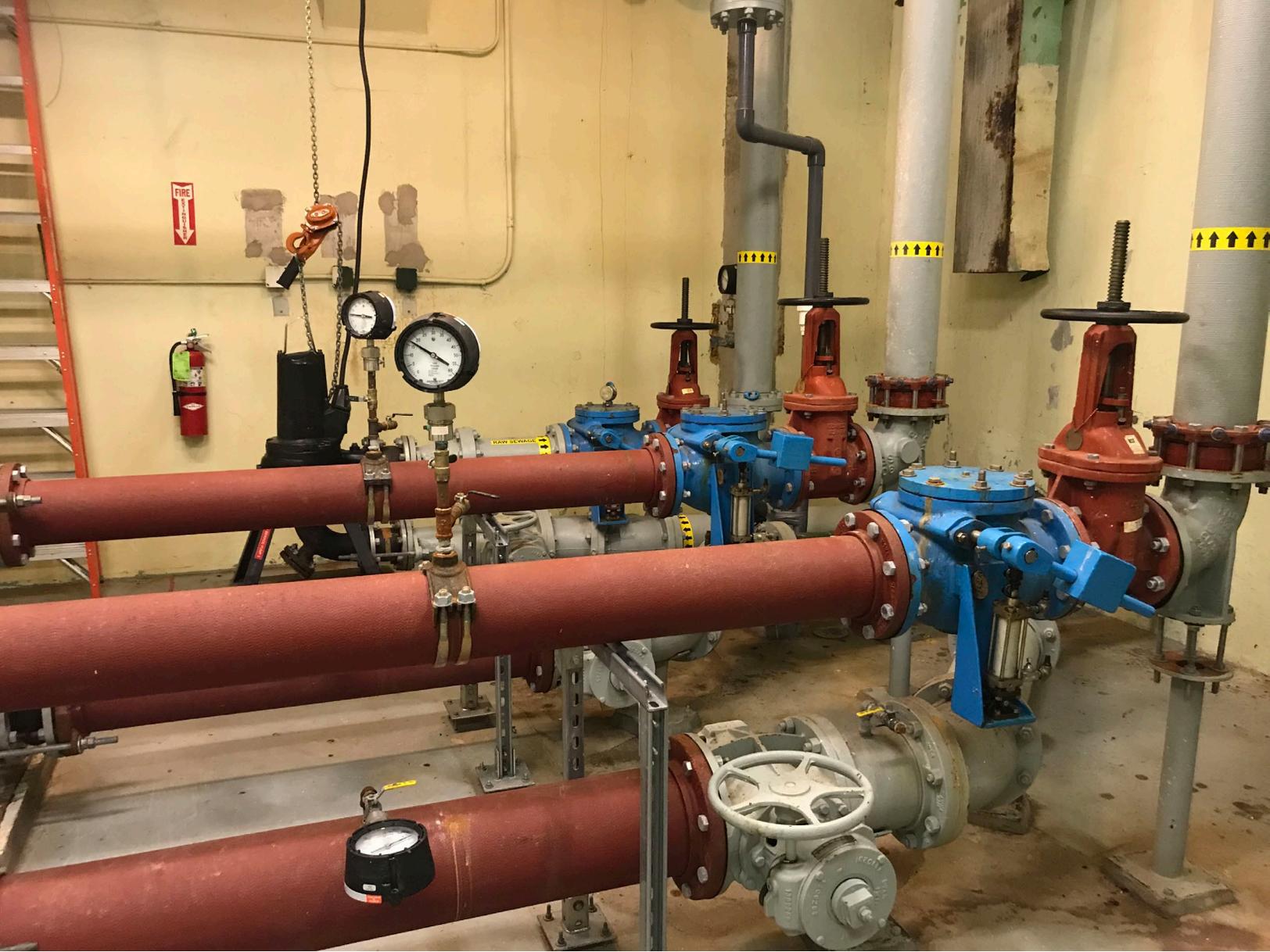
OPERATOR
F&V Operations and Resource Management, Inc.

By: _____
S. Tutt Gorman
City Manager

By: _____
Paul Galdes, PE
Title: President

Date: October 31, 2018

By: _____
H. Blair Selover
Title: Group Manager | Senior Associate
Date: October 31, 2018



BUSINESS PROPOSAL FOR WASTEWATER TREATMENT PLANT OPERATIONS AND MAINTENANCE



Submitted to:
City of Portland

October 31, 2018
PR0217

FVOP has outlined the management team and the operating plan in the proposal. Besides your basic requirement to oversee and operate the plant very efficiently and oversee the City staff, FVOP has included the following enhancements that are discussed in the proposal.

ENHANCEMENTS

- Enhanced CMMS Program which should provide added reliability, extended life of the WWTP components.
- Improved efficiencies and potential chemical/power savings.
- Laboratory QA/QC program.
- Enhanced safety program.
- Asset/capital improvement plan reviews.
- Monthly operations report with budget updates.
- Facility evaluation report.
- An annual capital improvement update with recommendations based on your existing plans, budgets, and our observations during the course of our work and from our facility evaluations.
- Detailed department reports on a monthly basis with regard to budgets, facility operational costs and compliance.

We know your wastewater plant from our previous work at the plant. Within the last twelve months, we provided consultation on the operations of your Wastewater Treatment Plant (WWTP). We know the WWTP, your operations staff, the challenges of the operations of the facility, and the level of service you desire.

PROPOSED FEES

We developed this business proposal for the management of the City of Portland Wastewater Treatment Plant as outlined within your RFQ.

The table below provides the fee for the proposed services. Fees are labor only.

Annual Fee	Monthly Fee
\$113,680	\$9,473.33

The annual rate is valid until January 1, 2020, at which time FVOP reserves the right to adjust the hourly rate 3% each year. These services will automatically renew each calendar year. Either party may terminate with or without cause with a 30-day written notice.



PROFESSIONAL SERVICES AGREEMENT

F&V Operations and Resource Management, 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 F&V Operations and Resource Management Inc. ("Operator") and The City of Portland, whose address is 259 Kent Street, Portland, MI 48875, ("Owner") where Operator agrees to provide services for Owner and Owner agrees to pay Operator, 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; General consultation and certified Operator support services.

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;

Operator's proposal / letter dated 10/31/2018

COMPENSATION OF OPERATOR: This contract is an Hourly Fee contract plus 1.1 times reimbursable expenses unless otherwise negotiated. If the work scope can be defined, a budget may be requested and a lump sum fee negotiated.

Owner shall Pay Operator for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within thirty (30) calendar days of presentation of the invoice. Invoices shall be past due thirty (30) 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, Operator may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Operator 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 Operator.

If Owner objects to any portion of an invoice, Owner shall notify Operator in writing within thirty (30) 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 Operator'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 Operator'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 _____, 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 Operator 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 Operator 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 operators and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Operator shall be paid by Owner on an hourly basis at Operator's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the contact period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Operator 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 Operator's Compensation.

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

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

INDEMNITY. Owner indemnifies, defends and holds harmless Operator and its agents, affiliated companies, 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 Operator. In the case of claims against Operator 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 Operator and its officers, directors, partners, agents, employees, affiliated companies, and any consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Operator, 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 or public health issues related to the Project.

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

LIMITATION OF LIABILITY. Operator shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Operator. The total liability of Operator under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Operator's officers, directors, employees, or agents, affiliated companies 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.

Operator 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, Operator shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Operator. 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 Operator may be found liable under the terms of this paragraph, and only to such extent, Operator's liability shall not exceed the percentage share of Operator's responsibility.

INSURANCE. Upon Owner's request, Operator 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 Operator 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 Operator's Services, excepting damages caused by the sole negligence of Operator. Operator will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Operator from any damage caused by or to underground structures and utilities not called to Operator's attention, all in accordance with the indemnity provisions herein. Owner shall provide Operator 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.

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 Operator'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 Operator that may be in any way connected with the Owner's decision not to retain the Operator to performance construction phase services. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Operator, its officers, directors, employees and consultants (collectively, Operator) 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.

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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 Operator 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.

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service for the intended project. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Operator 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, Operator 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 Operator 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 Operator 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 Operator.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Operator unless agreed to in writing signed by an authorized representative of Operator, and Operator 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. Operator's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Operator 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 Operator 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 F&V Operations and Resource Management, Inc.

OWNER
City of Portland

OPERATOR
F&V Operations and Resource Management, Inc.

By: _____
S. Tutt Gorman
City Manager

By: _____
Paul Galdes, PE
Title: President

Date: October 31, 2018

By: _____
H. Blair Selover
Title: Group Manager | Senior Associate
Date: October 31, 2018

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-83

**A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE
MAYOR AND CITY CLERK TO SIGN A LICENSE AGREEMENT TO
PERMIT THE PORTLAND AREA HISTORICAL SOCIETY TO HAVE A
MUSEUM EXHIBIT AT THE RED MILL**

WHEREAS, The Portland Area Historical Society (PAHS) approached the Parks & Recreation Board about conducting a museum exhibit at the Red Mill building located on Water Street from May 4, 2019 to September 22, 2019; and

WHEREAS, at its regularly scheduled meeting on October 15, 2018, the Parks & Recreation Board recommended that City Council approve the request by PAHS to have the museum exhibit at the Red Mill building, a copy of the Parks Director memo, minutes and PAHS request is attached as Exhibit A; and

WHEREAS, the PAHS will be the sponsor of the museum and will provide liability insurance to protect the City; and

WHEREAS, the City Manager has prepared a license agreement between the City and the PAHS to allow the use of the Red Mill Property as a museum exhibit and to protect the City from any claims associated with the event, a copy of the proposed license agreement is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes and directs the Mayor and City Clerk to sign the License Agreement to permit the PAHS to conduct a museum exhibit at the Red Mill building during the dates referenced above, a copy of which is attached as Exhibit B.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: November 19, 2018

Monique I. Miller, City Clerk



November 7, 2018

To: Portland City Council

From: Portland Parks & Recreation

Re: Recommendation for Approval of Use

City Council,

The Parks & Recreation Board held their monthly meeting on Monday, October 15, 2018 at 5:30pm in the Executive Conference Room at City Hall.

The meeting included a letter from Margret Sheffer, on behalf of the Portland Area Historical Society, requesting the use of the Red Mill from May 4 – September 22, 2019. The intended use is to house a temporary museum as part of the City's sesquicentennial celebration. The museum would include various displays of Portland's history and would be open to the public on weekends.

After discussion, a motion was made by Chad Williams to recommend to City Council to approve the use of the Red Mill by the Portland Area Historical Society for a temporary museum contingent on the Historical Society naming the City of Portland on their liability insurance. The motion was supported by Denny Cunningham, voted on, and carried.

Attached are the Parks & Recreation Board minutes from October 15, 2018 as well as the letter of request from the Historical Society.

Respectfully,

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

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

Minutes from the Parks and Recreation Board meeting, October 15, 2018

City Hall – Executive Conference Room

Members Present: Greg Foote, Chad Williams, Denny Cunningham, Walt Cross

Members Absent:

Others Present: Neil Brown, Pam Minkley

- I. Call to Order – 5:30pm
- II. Approval of June minutes
 - a. Motion by Cross, supported by Williams to accept September minutes as submitted
- III. Old Business
 - a. Friends of the Red Mill – Updates:
 1. Community Day planned for August 24, 2019
 2. Wildflower meadow four-year plan is on track. Possible consideration for a walking path through the meadow since visitors are beginning to trek through the flowers to get to desired photo spots.
 - b. Two Rivers Park Acquisition – DNR has approved moving forward with closing on the property. A closing date will be coordinated with the City, property owner, and the title company.
 - c. Toan Park DNR Grant – DNR is currently scoring grant submissions. It is anticipated that we will find out our score near the middle of November.
- IV. New Business
 - a. Red Mill Pavilion Hours – The Parks & Rec Director approached the Board about establishing a dispersal time for pavilion gatherings. With the assistance of info provided by the Police Chief the board decided that gatherings should be cleaned up and dispersed from the pavilion by midnight.
 - b. Red Mill Use Request – In a letter from Margaret Sheffer, the Portland Area Historical Society requested the use of the Red Mill May 4 – Sept. 22, 2019 for a museum that would be open on those weekends. The museum would be part of the sesquicentennial celebration. A motion was made by Williams to recommend council approval for PAHS use of the Red Mill for the dates requested. Contingent on PAHS maintaining liability insurance through the duration of the event. Motion supported by Cunningham. Motion approved
 - c. Board Vacancy – The Parks & Rec board is looking to fill a vacancy. Interested individuals can return a completed application to City Hall.
 - d. Parks Update – New basketball systems have been installed at Alton Park with assistance from the Electric Department. For this year both Brush St.

Request to use the Red Mill as a mini museum during the summer months from May 4, 2019 to September 22, 2019.

The Portland Area Historical Society (PAHS), a 501©3 organization dedicated to preserving Portland's history, as part of Portland's Sesquicentennial celebration respectfully requests the use of the Red Mill as a mini museum to be open on designated weekends from May 4, 2019 through September 22, 2019. The museum exhibits would include vignettes featuring artifacts from Portland's past beginning with pioneer life to the present. The Red Mill would need to remain locked during the week to keep the materials secure, as the exhibits planned are semi-permanent and would remain up during the week. The museum would be manned by PAHS members and open to the public during predetermined hours, week-ends only.

We chose the opening date of May 4, 2019 to coincide with the Tri-River Historical Museum Network's annual "Spring Into the Past" celebration and official season opening for museums in the 5 counties and 35 historical societies included in the network. The theme for this year's event is "Getting From Here to There" in which the communities are going to highlight different aspects of transportation. The Red Mill would be an ideal location for Portland's Museum because of its proximity to the depot site and its history in grain transport. Publicity promoting the event and encouraging the public to visit the museums is provided by the Tri-river Network, we would be able to take advantage of the publicity to advertise our museum.

The purpose of the museum would be twofold. First, it would allow for a celebration of Portland's sesquicentennial throughout the summer. Second, there have been discussions among members of the PAHS and the community about establishing a permanent museum in Portland. The mini-museum would provide an opportunity for us to see if there is enough public interest in a museum to pursue a permanent location.

Please find attached our proof of liability insurance.

Respectfully submitted

Margaret Sheffer, President

Contact Information:

(231)215-8988

CERTIFICATE OF INSURANCE

Scan Code
CERT

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN
 FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN
 Lansing, Michigan 48909

Email to: CommercialAllOther@fbinsmi.com
Fax to: 877-822-2875

AMENDED

Name and Address of Certificate Holder:

CITY OF PORTLAND
259 KENT STREET
PORTLAND, MI 48875

Named Insured and Address:

PORTLAND AREA HISTORICAL SOCIETY
334 KENT ST
PORTLAND, MI 48875

Issue Date: **10/04/2018**

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at the Certificate Holder's last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Business Auto Liability <input checked="" type="checkbox"/> Specifically Described Autos (Symbol 7) <input type="checkbox"/> Hired Auto (Symbol 8) <input type="checkbox"/> Non-Owned Auto (Symbol 9)		Eff. Exp.	Combined Single Limit Each Accident \$
Worker's Disability Compensation		Eff. Exp.	Coverage A - Statutory Coverage B - Bodily Injury by Accident \$ Each Accident (Employer's Liab.) Bodily Injury by Disease \$ Each Employee Bodily Injury by Disease \$ Policy Limit
Comprehensive General Liability or Commercial Package <input checked="" type="checkbox"/> Including <input type="checkbox"/> Excluding <i>Products-Completed Operations</i> <input type="checkbox"/> Personal Injury and Advertising Injury Liability Coverage is included <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Non-Owned Auto <input type="checkbox"/> CERTIFICATE HOLDER is an Additional Insured <input type="checkbox"/> Excluding:	GL-3169031	Eff. 10/04/2018 Exp. 10/04/2019	Each Occurrence \$ 1,000,000 Products Aggregate \$ 2,000,000 General Aggregate \$ 2,000,000 Medical Payments Limit \$ 5,000
Owners and Contractors Protective Liability		Eff. Exp.	Each Occurrence \$ General Aggregate \$
Products - Completed Operations Liability		Eff. Exp.	Each Occurrence \$ Products Aggregate \$
Umbrella Liability		Eff. Exp.	Limit \$
Farmowners Liability Including Products Business Pursuits <input type="checkbox"/> Excluded <input type="checkbox"/> Included		Eff. Exp.	Limit \$ Type: Describe:
Other		Eff. Exp.	

X



Authorized Signature

2148

Agent Number

(517) 647-6536

Agent Phone Number

LICENSE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2018, between the City of Portland, a Michigan municipal corporation, the address of which is 259 Kent Street, Portland, Michigan 48875, Attn: City Manager (the “City”) and the Portland Area Historical Society, (the “Licensee”).

RECITALS

- A. The City owns certain real property commonly as known as the Red Mill located at 450 Water Street, Portland, Michigan (the “Red Mill”).
- B. The Licensee desires to use the Red Mill to hold a haunted house on the outside porch and a portion of the inside and to temporarily store construction materials for the haunted house inside the Red Mill prior to the event. The haunted house event will take place during the month of October.
- C. The City has agreed to grant a license to the Licensee to use the Red Mill for the purposes stated in paragraph B above subject to the terms of this Agreement.

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

1. License. The City grants the Licensee, and the Licensee accepts from the City, a revocable, non-transferable license to use the Red Mill to hold a haunted house on the outside porch and a portion of the inside and to temporarily store construction materials for the haunted house inside the Mill prior to the event. This is a license and the Licensee understands and agrees that it is only permission to temporarily use the Mill and does not constitute any legal or possessory interest in the site.
2. Use. The Licensee is permitted to use the Red Mill to hold a haunted house during the month of October 2018 and to temporarily store construction materials for the haunted house inside the Red Mill prior to the event subject to the following conditions:
 - i. Licensee shall not put any nails, screws or other fasteners into the wood porch or Red Mill building; and
 - ii. Licensee is responsible for clean-up and restoration of the property and shall leave the Red Mill in as good a condition as before the Licensee’s use.
3. Insurance. Licensee shall furnish a certificate of insurance showing that the Licensee has liability insurance in the minimum amount of \$1,000,000 per occurrence for bodily injury (including death).

4. Indemnification. The Licensee shall hold the City harmless from, indemnify it for and defend it against any and all liabilities, claims, damages, causes of action, losses, costs and expenses, including actual attorneys and other legal fees, for all injuries or death of any person, or damage to any property, occurring directly or indirectly from the Licensee's use of the Red Mill for the purposes stated in paragraph 2 above. It is the intention of both parties that the City shall not be liable or in any way responsible for any damage, loss or injury due to accident or mishap relating in any way to the use the Red Mill to hold a haunted house or to temporarily store construction materials for the haunted house inside the Red Mill prior to the event.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes and replaces all other prior agreements as to its subject matter and it superseded and replaces all prior or contemporaneous agreements
6. Amendment. This Agreement may not be modified or amended except in writing signed by the parties.
7. Governing Law. This Agreement shall be construed and enforced under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this License to be signed as of the date and year first written above.

WITNESSES:

CITY OF PORTLAND

Monique I. Miller

James E. Barnes, Mayor

LICENSEE:

PORTLAND AREA HISTORICAL
SOCIETY (PAHS)

BY: _____
Margaret Scheffer, President

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, November 5, 2018

In Council Chambers at City Hall

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

Guests: Morgan Rose, Mitchell Pluff, Matthew and Ryan Simon, Kelti and Kaleb Dziwiatkowski, Xander Douglas, Leo Wagner, and Den Leader Mark Pluff of Boy Scout Troop 258 along with their parents; Evan Sasiela of the Sentinel Standard

The meeting was called to order at 7:00 P.M. by Mayor Barnes with the Pledge of Allegiance led by Boy Scout Troop 258.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

There was no public comment.

Under City Manager Report, City Manager Gorman stated two RFQ's were received for the privatization of the management of the Wastewater Treatment Plant. The proposals are under review by staff. A recommendation will likely be made to Council at its next meeting on Monday, November 19, 2018.

The DPW project is moving along very well and is nearly complete. The new facilities will improve the functionality of the DPW as well as provide security and indoor storage for the vehicles.

The City of Portland has received a conditional commitment of over \$900,000 from MDOT for the Safe Routes to School program. The City has been engaged with all of the local schools to determine the gaps that need to be filled in order to create safe connectivity to all schools.

City Manager Gorman presented the preliminary plans for improvements that will be made to Portland Public Schools as a result of the successful bond renewal earlier this year.

There has been a request from Municipal Inspection Services, the company that provides inspection services for the City of Portland, to increase some of the fees on the building and trade permits. City Manager Gorman has requested information to support the request.

Due to staffing issues City Hall hours will be changing, at least temporarily, from 8:00 A.M. – 5:00 P.M. to 8:00 A.M. – 4:30 P.M., Monday through Friday.

City Manager Gorman noted that he has received positive feedback on the decision to sound the siren to begin and end trick-or-treating on Halloween this year. This practice is followed by other communities in the area. There were many wonderful comments regarding the Police Department and Officer Listerman for their positive engagement with the community on Halloween.

The City is still awaiting the results of the recent PFAS testing conducted on behalf of the DEQ.

The Planning Commission will meet on Wednesday, November 14, 2018. They will hear a presentation regarding the ongoing audit of the Zoning Ordinance, discuss proposals for the Rindlhaven PUD, and look at the proposals for the Police Department building.

Under Presentations, DDA/Main Street Director Conner Wellman presented her report on downtown activities. Michigan Main Street was in Portland on October 5, 2018 and met with five property owners who have expressed interest in further restoration of their buildings. Portland Prime sales began Monday, October 22, 2018. Businesses have been invited to participate in Small Business Saturday which will be November 24, 2018. The Holiday Window Decorating Contest theme this year is “Ugly Sweater Party”. Judging will be on Friday, November 16, 2018. Holidayfest will be Saturday, December 8, 2018.

Under New Business, the Council held the 1st Reading of Ordinance 198 to amend the Code of Ordinances by adding a new article and section that shall be designated as Article V, Section 24-90 of Chapter 24 of said Code and by adding a new section that shall be designated as Section 34-2 of Chapter 34 of said Code.

City Manager Gorman stated that the goal of the proposed ordinance is to maintain the status quo in the City of Portland regarding marijuana establishments if Proposal 18-1 passes at the General Election being held tomorrow, November 6, 2018. Marijuana use would still be legal for personal use as permitted by law. This proposed ordinance would address the “licensing arm” of the regulation. The zoning aspects will be addressed by the Planning Commission and then referred to City Council for approval.

The Council considered Resolution 18-81 to approve Fleis & VandenBrink’s proposal to provide feasibility planning services for the Emergency Services Building located at 773 E. Grand River Ave. The Portland Area Municipal Authority (PAMA) consists of the City of Portland, Portland Township, and Danby Township. In order for PAMA and the three entities to fully assess the needs of the Emergency Services Building and effectively plan for the future, a comprehensive evaluation of the facilities should be conducted. Fleis & VandenBrink has submitted a proposal to provide Space/Needs and Feasibility Planning Services for the Emergency Services Building in the amount of \$4,600.00, the City’s portion.

City Manager Gorman noted that both the Portland and Danby Township Boards have approved the planning services offered by Fleis & VandenBrink.

Motion by Baldyga, supported by Johnston, to approve Resolution 18-81 approving Fleis & VandenBrink’s proposal to provide Space/Needs and Feasibility Planning Services for the Emergency Services Building.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on October 15, 2018, payment of invoices in the amount of \$226,750.30 and payroll in the amount of \$238,003.54 for a total of \$464,753.84. There were no purchase orders over \$5,000.00.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman reminded residents that Election Day is tomorrow, Tuesday, November 6, 2018. Polls will be open from 7:00 A.M. to 8:00 P.M.

City Manager Gorman noted that the winter parking ban went into effect on November 1, 2018 and will be in place through April 1, 2019. No parking is allowed on City streets between 2:00 A.M. and 6:00 A.M.

Under Council Comments, Mayor Pro-Tem VanSlambrouck sent good wishes to the football teams at Portland High School, St. Patrick, and Pewamo-Westphalia on their playoff games this weekend.

Council Member Baldyga commented that today his father, Leo Baldyga, would have been 100 years old.

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

Yeas: Baldyga, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 7:45 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

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

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

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

Presentation - DDA/Main Street Director ConnerWellman presented her report on downtown activities.

First Reading of Ordinance 198 to amend the Code of Ordinances by adding a new article and section that shall be designated as Article V, Section 24-90 of Chapter 24 of said Code and by adding a new section that shall be designated as Section 34-2 of Chapter 34 of said Code.

Approval of Resolution 18-81 approving Fleis & VandenBrink’s proposal to provide Space/Needs and Feasibility Planning Services for the Emergency Services Building.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:45 P.M.

All in favor. Adopted.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
NORTH CENTRAL LABORATORIES	00959	MISC SUPPLIES - WW	240.39
CRYSTAL MORGAN PLLC	02555	MTT HEARING - ASSESSING	365.05
KENDALL ELECTRIC	00225	1 ROLL LITE WIRE 500' - GEN	148.79
VERIZON WIRELESS	00470	TELEPHONE & DATA SVC - VARIOUS DEPTS	614.83
STATE OF MICHIGAN	00428	LIC RENEWAL - ASSESSING	175.00
ALICE TRAINING INSTITUTE	MISC	TRAINING - POLICE	595.00
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA FACTOR - ELECTRIC	225.00
AUTOMATED BUSINESS EQUIPMENT	00027	LABOR ON FOLDING MACH - GEN	152.50
I.T. RIGHT	02440	REPLACE DESKTOP COMP & MONITORS - POLICE	1,110.00
NYE UNIFORM CO.	00338	UNIFORM JACKETS, LISTERMAN - POLICE	99.50
NYE UNIFORM CO.	00338	UNIFORM GOGGINS - POLICE	102.82
LANSING UNIFORM COMPANY	00962	UNIFORM COAT THOMAS - POLICE	144.95
TIM GROENHOF	01919	MEAL & TRAINING - POLICE	7.00
MICHIGAN POLICE EQUIPMENT CO.	00292	AMMO 1000 ROUNDS - POLICE	174.00
WEST MICHIGAN INTERNATIONAL LLC	02546	SERVICE WORK DOT INSPECT - MOTOR POOL	737.12
KEUSCH SUPER SERVICE	00228	TIRES/REPAIRS LEAF MACH -MOTORPOOL	407.97
KEUSCH SUPER SERVICE	00228	REPAIRS & LABOR LEAF MACH - MOTORPOOL	255.98
MUNICIPAL SUPPLY CO.	00324	CURB GUARD - MAJOR ST	135.00
MUNICIPAL SUPPLY CO.	00324	8' SHUT OFF ROD - WATER	75.00
BOUND TREE MEDICAL LLC.	01543	EMS PANTS -AMB	78.58
BOUND TREE MEDICAL LLC.	01543	BOOTS - AMB	107.99
MHR BILLING	01780	BILLING CHRG FOR OCT - AMB	1,100.00
MENARDS	00260	KITCHEN SINK FAUCETS - AMB	79.90
MENARDS	00260	4' TABLE - ELECT	34.98
RESCO	00392	CONNECTION STIRRUPS -ELEC	392.04
RESCO	00392	METER SOCKETS - ELECT	1,491.23
KEUSCH SUPER SERVICE	00228	TIRE DISPOSAL - PARKS & CEM	40.00
TOM'S FOOD CENTER	00452	SUPPLIES - VARIOUS DEPTS	530.56
B&W AUTO SUPPLY, INC.	00030	VARIOUS SUPPLIES - VARIOUS DEPTS	1,103.88
RCP ARTISTS' SERVICES	MISC	ENERGY OPTZ - ELECTRIC	989.33
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	427.30

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MARY BECKHOLD	01113	WAGES - ELECTION	187.00
NOREEN LOGEL	01105	WAGES - ELECTION	201.50
YVONNE M. MILLER	00037	WAGES - ELECTION	195.00
CAROL MCLANE	01966	WAGES - ELECTION	170.50
KAY PARKHOUSE	01965	WAGES - ELECTION	187.00
DOROTHY PLATTE	01111	WAGES - ELECTION	165.00
JILL VANLIEW	02535	WAGES - ELECTION	170.50
BARB WERNER	02536	WAGES - ELECTION	165.00
JEANNIE WERNET	02537	WAGES - ELECTION	110.00
LINDA BOWER	02417	WAGES - ELECTION	170.50
DORA GILLMER	02294	WAGES - ELECTION	165.00
NORTH CENTRAL LABORATORIES	00959	VARIOUS SUPPLIES - WW	255.96
PETERSEN OIL & PROPRANE	02534	283.3 GAL DIESEL FUEL - MOTORPOOL	796.92
GRAINGER, INC.	00172	DIESEL FUEL PUMP - MOTORPOOL	191.00
HYDROCORP	02340	INSPECTION & REPORTING SERVICES - WATER	499.00
PLB PLANNING GROUP LLC	02504	ZONING CONSULTING - CODE	112.50
KEUSCH SUPER SERVICE	00228	VEH 303 MAINTENANCE - POLICE	1,819.77
MUZZALL GRAPHICS	00326	PURCHASE ORDERS- VARIOUS DEPTS	684.09
MCFADDEN LAW OFFICE PLLC	02299	OCT LEGAL SERV - POLICE	368.00
GRAINGER, INC.	00172	START CAPACITOR- WW	92.08
CONSUMERS ENERGY	00095	GAS SERVICE - ELEC	494.21
STATE OF MICHIGAN	00428	MICH PUBLIC WATER SUPPLY ANN FEE - WATER	1,338.05
RURAL GAS & APPLIANCE	00398	PROPANE - PARKS & CEM	294.71
HORROCK'S NURSERY FARMS INC.	01050	RESIDENTIAL TREES & DELIV - PARKS	2,570.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILETS - PARKS	48.00
GRANGER CONTAINER SERVICE	00175	REFUSE - POLICE, COMM PROMO, ELECTRIC	152.58
GRANGER CONTAINER SERVICE	00175	REFUSE - WW	152.58
CENTURYLINK	01567	PHONE SERV- GEN,WTR, MP, ELE,WW	3.08
SUPERIOR ASPHALT INC	02348	2.03 TONS ASPHALT - LOCAL STREETS	99.47
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES- AMB	457.51
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMB	41.60

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
FENCE CONSULTANTS	MISC	FENCING DPW SALT BUILD- GEN	2,800.00
IONIA LOCK & KEY	MISC	SEC LOCK BCK DOOR - POLICE	1,099.56
CLEAR HEIGHTS CONSTRUCTION LLC	02527	DPW EQUIP STOR BLDG - GEN	101,150.00
FAMILY FARM & HOME	01972	MARKING FLAGS TREES- PARKS	5.38
STAR THOMAS	01654	REPLACEMENT CAMERA, UPS - POLICE	123.29
WOW! INTERNET-CABLE PHONE	02132	INTERNET- MP	25.00
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	121.51
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	17.05
HOMETOWN SPORTS, INC.	01326	UNIFORM POLOS - POLICE	75.00
HOMETOWN SPORTS, INC.	01326	EMB ON JACKETS- POLICE	74.00
LANSING UNIFORM COMPANY	00962	UNIFORMS SMITH - POLICE	109.90
INSOURCE SOLUTIONS GROUP INC.	01813	E-FILE RETURNS MAY-OCT - INCOME TAX	120.00
TIM KRIZOV	01897	CLOTHING ALLOW== WW	190.79
NATHAN LEHNERT	02496	OFFICIAL - REC	32.00
KATELYN RUSSELL	02457	OFFICIAL - REC	16.00
ED FILTER	00540	OFFICIAL - REC	96.00
BRIAN RUSSELL	00593	OFFICIAL - REC	48.00
USA TODAY NETWORK	02501	LEGAL NOTICES - GEN	164.00
STAPLES BUSINESS ADVANTAGE	00426	VARIOUS SUPPLIES - VARIOUS DEPTS	447.07
RHONDA MATTESON	MISC	REMAINING FUNDS FOR HOUSE FIRE- GEN	6,373.00
COOK BROS EXCAVATING	00101	DEMO HOUSE FIRE- GEN	6,135.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	373.25
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	14.75
MUNICIPAL SUPPLY CO.	00324	2 CAPS - MOTORPOOL	19.00
GRANGER CONTAINER SERVICE	00175	REFUSE - REFUSE	12,515.05
KRISTINA KINDE	02352	CONTRACTUAL WORK - GEN	950.00
JOEL VANSLAMBROUCK	MISC	MML CONFERENCE - COUNCIL	708.17
CINTAS-725	00083	UNIFORM & RUG CLEANING - VAR DEPTS	1,220.08
Total:			\$159,522.65

**BI-WEEKLY
WAGE REPORT
November 19, 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.	11,724.88	108,217.57	2,146.75	25,219.12	13,871.63	133,436.69
ASSESSOR	1,502.89	12,246.91	114.97	936.89	1,617.86	13,183.80
CEMETERY	4,269.89	43,956.62	375.12	9,979.06	4,645.01	53,935.68
POLICE	19,738.66	176,963.81	3,500.32	41,868.36	23,238.98	218,832.17
CODE ENFORCEMENT	930.70	8,892.79	112.14	1,713.17	1,042.84	10,605.96
PARKS	1,551.48	30,962.38	167.18	4,162.11	1,718.66	35,124.49
INCOME TAX	274.02	21,325.40	48.23	7,414.74	322.25	28,740.14
MAJOR STREETS	6,084.34	43,462.12	910.84	18,518.39	6,995.18	61,980.51
LOCAL STREETS	5,395.15	29,135.77	835.97	10,306.76	6,231.12	39,442.53
RECREATION	3,113.21	25,588.17	404.94	4,713.97	3,518.15	30,302.14
AMBULANCE	18,406.02	137,742.77	2,896.55	25,586.31	21,302.57	163,329.08
DDA	2,439.42	25,450.95	351.78	4,339.31	2,791.20	29,790.26
ELECTRIC	20,605.79	175,272.65	2,787.31	41,333.00	23,393.10	216,605.65
WASTEWATER	14,198.80	118,462.21	1,631.87	25,024.96	15,830.67	143,487.17
WATER	9,544.75	61,134.69	1,785.06	20,079.43	11,329.81	81,214.12
MOTOR POOL	5,547.51	26,453.66	977.79	10,529.20	6,525.30	36,982.86
TOTALS:	125,327.51	1,045,268.47	19,046.82	251,724.78	144,374.33	1,296,993.25

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. **This information is also available for public review.**

Please print your responses

Date: Feb 11, 2016

Name: Herbert Mosser

Address: 300 Donna Dr. Portland

Telephone No. 517-647-6458

E-mail address _____

Employer Retired

Telephone No. _____

How long have you lived in the City of Portland? 54 years.

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Education

Are you a high school graduate? *yes*

College, University, or other school. State name and degree, certificate, etc., earned.

Professional and work experience *TRW Portland 35 years,
Portland Fire Dept. 50 years.*

Community activities, interests, and service

References (optional) Please provide name, address, and telephone number.

Jim Barnes

**Minutes of the Special Meeting of the Planning Commission
Of the City of Portland**

Held on Wednesday, September 19, 2018 at 7:00 P.M.
In Council Chambers at City Hall

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

Absent: Roeser

Staff: City Manager Gorman; Deputy Zoning Officer Gensterblum

Guests: Jon Moxey of Fleis & VandenBrink; Patrice Weber of Portland Assisted Living & Memory Center; Jesse Weller of J Weller Construction; Bill Nowak, resident at 255 Charlotte Hwy.

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

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

Motion by Fitzsimmons, supported by Williamson, to approve the minutes of the August 8, 2018 regular meeting as presented.
All in favor. Approved.

Chair Grapentien opened the Public Hearing at 7:06 P.M. to consider the request for a Special Land Use Permit for an Adult Foster Care Congregate Facility for the property located at 223 Charlotte Hwy., to expand the current adult foster care center from 20 residents to a maximum of 30 residents.

City Manager Gorman provided information on the request to expand the current facility. The City recently adopted an Ordinance to allow Adult Foster Care Congregate Facilities that was a result of the request by the applicant to increase the number of beds from 20 to 30 beds. The new entrance/curb cut related to traffic controls and requirements have been considered by the City's engineers.

Bill Nowak, resident at 255 Charlotte Hwy., shared the concerns that he and his wife have with the expansion. They are not against the expansion but they are adjacent to the property. The proposed addition will be very close to their property. They would like some bushes/trees or privacy fence to buffer the property. They are also concerned with possible noise from their dogs; they don't wish to disturb the residents of the Assisted Living Center.

There was discussion of the installation of a privacy fence between the properties.

City Manager Gorman presented the site plan and clarified that a landscape buffer between the courtyard and the Nowak residence will include a 6 ft tall fence and large shrubbery and that the front of fence (facing Charlotte Hwy.) will be 4 ft tall or as allowed by City Ordinance.

Planning Commission Minutes
September 19, 2018

There was discussion of the use of the proposed patio that would be located next to the Nowak residence.

Ms. Weber stated that the patio is fairly quiet. Typically, one resident is outside at a time with their family members, not usually past 8:30 P.M. as that is when the residents go to bed.

Jon Moxey of Fleis & VandenBrink provided information on curb cuts and where the current curb cuts are located on the property at 223 Charlotte Hwy.

There was discussion of the curb cuts and which ones should be closed off or moved.

City Manager Gorman clarified that the proposed location of the new entrance on Charlotte Hwy. is approved with a width of approximately 26 feet. Ms. Weber will pay for the relocation of the street light. The curb cut on Bridge St. will be closed by installing new curb and curb lawn, sidewalk, and a landscape buffer.

Chair Grapentien closed the Public Hearing at 7:42 P.M.

Under New Business, the Planning Commission considered the request for the Special Land Use Permit for an Adult Foster Care Congregate Facility at 223 Charlotte Hwy., to expand the current adult foster care center from 20 to 30 residents.

Motion by Fitzsimmons, supported by Williamson, to approve the Special Land Use Permit as requested.

All in favor. Approved.

Under Planning Commission Member Comments, City Manager Gorman provided an update on the ongoing audit/update of the Zoning Ordinance. He also stated that the City has received the recommendations from the Redevelopment Ready Communities (RRC) that may be incorporated into the update of the Zoning Ordinance. Mr. LeBlanc will attend the November Planning Commission meeting.

City Manager Gorman provided community/development updates.

Motion by Williamson, supported by Fitzsimmons, to adjourn the meeting at 8:08 P.M.

All in favor. Approved.

Respectfully submitted,

Jason Williamson, Secretary

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

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

Members Present: VanSlambrouck, Briggs, Pung, Madarang, Gorman, Barnes, Antaya

Members Absent: Grimminck

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

Guests: None

Vice Chair VanSlambrouck called the meeting to order at 3:32 P.M.

There was no public comment.

Motion by Madarang, supported by Briggs, to approve the agenda as presented.

All in favor. Adopted.

Motion by Madarang, supported by Briggs, to approve the Treasurer's Report as presented.

All in favor. Adopted.

Under Team Reports, Mayor Barnes presented the invitations for the Volunteer Recognition Event and stated that planning with Team 150 for the 2019 sesquicentennial celebration continues.

Motion by Barnes, supported by Antaya, to approve the Minutes of the September 20, 2018 meeting as presented.

All in favor. Adopted.

Director Conner Wellman reported that the Business Enhancement Team has partnered with Dana Hengesbach, VISTA volunteer, to bring the Business in a Box to the Portland District Library. This resource is available to both business startups and current business owners.

Director Conner Wellman suggested that the Promotions & Marketing Team be reevaluated, they will discuss at their next meeting.

Under the Design Team Report, Member Briggs stated they are working on the submittal for the language on the historic sign.

Under Old Business, Director Conner Wellman stated that the City received the preliminary scoring on the collaborative DNR Grant Application between the DDA and Parks and Recreation Department for the Toan Park Improvement Project. The feedback received from the DNR allowed an opportunity to provide supplemental information to improve the scoring. Many organizations throughout the community provided letters of support for the proposed project. This process is still in the preliminary stages and would possibly be a project slated for 2020/2021.

Director Conner Wellman stated that she and Vista Volunteer Dana Hengesbach will attend the MEDC's Pro Forma Training in Lansing tomorrow, Friday, October 19, 2018.

The Programming Alignment and Gap Assessment has been distributed to the Board for the Strategic Implementation session scheduled for Thursday, November 1, 2018 from 2:30 – 4:30 P.M.

Under New Business, Director Conner Wellman provided an overview of the Volunteer Appreciation Event.

Under the Director Report, Director Conner Wellman stated that Portland Prime sales will begin Monday, October 22, 2018 with 22 businesses on board at this time. Local businesses have been invited via email to participated with Small Business Saturday. This year’s theme for the Holiday Window Decorating Contest is Ugly Sweater Party. Judging will take place on Friday, November 16, 2018. Holiday Fest will be held on Saturday, December 8, 2018.

The stakeholder ‘150 Reveal’ and workshop went well with 28 attending and 6 others requesting information.

The replacement of the internal mechanisms of the downtown clock was completed this past week.

Director Conner Wellman provided a business update.

The Michigan Main Street Quarterly Director Training was held October 7th – 9th, 2018.

Under Board Member Comments, City Manager Gorman provided an update on City business.

Motion by Madarang, supported by Briggs, to adjourn the meeting at 4:06 P.M.
All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary



Date: November 15, 2018

REPORT OF FUNDS IN DDA AS OF: November 7, 2018

PRINCIPAL & INTEREST ACCOUNT

PREVIOUS BALANCE:	<u>10/11/2018</u>	<u>\$ 501.77</u>
NEW BALANCE:	<u>11/7/2018</u>	<u>\$ 501.77</u>

PRIME ACCOUNT

PREVIOUS BALANCE:	<u>10/11/2018</u>	<u>\$ 50.00</u>
DEPOSITS:		
Deposit by DDA:		\$ 150.00
Due to customers:		\$ 81.48
NEW BALANCE:	<u>11/7/2018</u>	<u>\$ 281.48</u>

REGULAR ACCOUNT

PREVIOUS BALANCE:	<u>10/11/2018</u>	\$ 371,695.82
INTEREST EARNED:		\$ 16.06
DEPOSITS:		
Local Community Stabilization Share		\$ 40,300.69
Street light Reimbursement		\$ 2,320.00
Business in a box:		\$ 150.00

CHECKS WRITTEN:

Ck No.	Payee:	<u>AMOUNTS</u>
1900	CITY OR PORTLAND - Phone service, postage, start up cash credit card charges	\$ 1,787.01
1906	RCP ARTIST SERVICES - Banner with pole pockets	\$ 198.40
1903	JILLS' CHEESECAKE - Cheesecake bites for DDA organization	\$ 60.00
1905	PRINTING ESSENTIALS - Holiday fest fliers & posters, Prime labels & window clings	\$ 1,202.00
1908	WION RADIO -Small Business Saturday	\$ 179.50
1904	NICK SANDBORN -Façade	\$ 1,625.00
1907	TINA CONNER WELLMAN - Mileage & Cell Phone Reimbursement	\$ 98.32
1902	DANA HENGESBACK - Mileage Reimb. Pro Forma Training MEDC	<u>\$ 25.92</u>
TOTAL CHECKS		\$ (5,176.15)
TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 9/24/18 - 10/08/2018		<u>\$ (7,775.96)</u>
TOTAL EXPENSES:		<u>\$ (12,952.11)</u>
NEW BALANCE:	<u>11/7/2018</u>	<u>\$ 401,530.46</u>

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

PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR OCTOBER 2018

NPDES COMPLIANCE

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

OPERATIONS

The WWTP treated **11.8 million gallons** and discharged **9.1 million gallons** for the month of October. The CBOD were 5 ppm, the Total Suspended Solids were 7 ppm, the phosphorus was 0.7 ppm, and the Fecal Coliform was 103 counts/100ml.

We had two responses to the RFQ that was sent out. A representative from two firms completed a walk thru of the WWTP to familiarize themselves with the plant operation to facilitate them with their proposals.

The walk thru on the Cutler Rd. extension project was completed during October.

Problems were encountered with the WWTP effluent water booster pump. This pump supplies water to the thickener and other operations throughout the plant. Kennedy Pump was contacted and the problem was resolved during their visit to the WWTP.

The Annual Biosolids Report which is required by the NPDES permit was completed and submitted to the MDEQ through MiWaters before the due date of October 30.

The annual hoist inspection was scheduled and completed.

We encountered a pump failure at the Cutler Rd. Lift Station. The WWTP operators were able to pull the pump and diagnose the problem. A rag was found wedged between the impellor and the wear ring. The Rag was removed and the pump was tested before returning to service. It has performed flawlessly since.

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

ITEM	COST
Tom's Do It Center – Distilled H2O, Snow shovels, Misc. hardware	\$ 168.79
Model Safety & First Aid – Mobile 1 st Aid kits	\$ 124.85
Aerzen – Aeration Blower Filters	\$ 390.42

Kennedy Pump – Water Booster pump repair	\$ 1121.25
B&W Automotive – Gas Stabilizer	\$ 6.98
NCL – Lab supplies	\$ 240.39
Family Farm & Home – Hydrated Lime, test plugs	\$ 28.96
Grainger – Exit Signs, capacitors, Air filters	\$ 208.90
Total Monthly Expenses	\$ 2290.72
Total Spent YTD	\$ 26594.61

WASTEWATER COLLECTION SYSTEM ACTIVITY

Sewer Trouble Spots sections cleaned	3520 ft.
Routine cleaning	4230 ft.
Sewer call outs due to building services	4
Sewer call outs due to plugged City main	0
New connections to sewer main	0
Building Services Televised	0
Building Services Inspected	1
City Main Televised	0

SEWER CALLOUTS

October 8, 2018

A call was received from a homeowner on Riverside Dr. complaining of a sewer odor in their home. The City sanitary sewer main was checked for any backups which might contribute to odors. The flow in the main was found to be satisfactory. Sometimes homes with basement floor drains will dry out which breaks the water seal that prevents odors from entering the home. Several suggestions were made to the homeowner to avoid this problem in the future.

October 18, 2018

A complaint was received from a homeowner on Grape St. that a small amount of sewage was on the basement floor. Upon investigation by WWTP operators a small amount of water was found on the floor. The City main was checked for any signs of sewage backing up. The flow was normal with no indications of any backup. It was suggested that the homeowner have the house service lateral cleaned and offered the services of the WWTP push camera to check their service for any problems.

October 19, 2018

A call was received at the WWTP from the Water Department that a homeowner on Lookingglass Ave. was having sewage backup problems. Upon investigation by a WWTP operator the flow in the City main was normal with no indications of sewage

backing up. The problem was apparently in the house service. The homeowner was instructed to have a plumber clean the house service.

October 29, 2018

A call was received at the WWTP from a homeowner on S. Virginia St. that there was a small amount of dried sewage on the basement floor. AWWTP operator was dispatched to investigate the problem. The City main was checked for any signs of sewage backing up. None was found. The homeowner was instructed to contact a plumber to have the service cleaned.

Respectively Submitted,
Doug Sherman
WWTP Superintendent



PAFA Chief's Monthly Activity Report – July 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	8	1	3	0	2	14
August	2	0	3	0	3	8
September	5	0	0	0	0	5
October	4	0	3	0	2	9
November						
December						
Year End Totals						100
				Run totals year to date for last years at this		85

Brief Run Description by Entity

City of Portland	Danby Twp.	Portland Twp.	M.A Received	M.A Given
1 Rollover 1 Natural gas odor 1 Car Fire/Unfound 1 Burn complaint		1 Electrical Issue 1 Rollover 1 Car Fire/Unfound		
				1 Structure Fire – Roxanne Twp.
				1 Car Fire- Berlin Orange

Respectfully, Chief Tim Krizov

PAFA Monthly Run Report

October 2018

Portland Township

- 10-7-18 Electrical Issue on Marsalle Rd.
- 10-13-18 Single vehicle rollover on EB I 96.
- 10-21-18 UTL vehicle fire on I 96 @ Knox Rd.

Danby Township

City of Portland

- 10-5-18 Brush/Leaves fire on Charlotte Hwy. Advised to owner to extinguish.
- 10-7-18 UTL Rollover on I 96
- 10-11-18 UTL vehicle fire on I 96
- 10-29-18 Natural Gas smell at Apt. complex on Lillian Blvd.

Mutual Aid

- 10-19-18 Assist Roxand Twp at a structure fire
- 10-27-18 Responded to a vehicle fire called out in our area, fire was in Berlin-Orange's area, per Berlin-Orange continued, extinguished fire

Training

- 10-8-18 ICS, Bloodborne
- 10-27-18 Stabilization and Extrication

Average month for runs, we did run on a few Unable To Locate which is unusual.

Respectfully, Chief Krizov

IONIA COUNTY BOARD OF COMMISSIONERS

November 13, 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 minutes of closed session October 23, 2018
- VII. **Unfinished Business**
 - A.
- VIII. **New Business**
 - A. Resolution of appreciation for Sheriff Dale Miller
 - B. Commission on Aging Request to fill part time position
 - C. Health Department – fee schedule addition
 - D. Health Department – Contract Renewal with Michigan Department of Environmental Quality
 - E. Health Department – Agreement with MSU
 - F. Agreement for MSU Extension Service's
 - G. Public Defenders – request for outside employment
 - H. Public Defenders – Chief Public Defender request for 2 weeks' vacation
 - I. Public Defenders - request wage increase
 - J. District Court Request to Appoint – Brent Denny Community Corrections Advisory Board
 - K. District Court – Independent Contractor agreement
 - L. Central Dispatch Budget Amendment request
 - M. Sheriff Office Budget Amendment request
 - N. Acknowledgement of applications for appointment
 1. Commission on Aging Board – Three three-year appointment

IX. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. County Administrator

X. Reports of Special or Ad Hoc Committees

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

XII. Closed Session

- A. Central Dispatch Union negotiations
- B. Central Dispatch lease agreement

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- 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.
- Commission on Aging Board one three-year term expiring September 2018

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

- ***Central Dispatch Board of Directors*** – six two-year - two Citizen Representative appointments, one Township Board Representative, one Firefighter Representative, one Emergency Medical Services Representative, one County Commissioner
- ***EightCap Governing Board*** – One two-year appointments, which must be a County Commissioner.
- ***Road Commission*** –two six-year appointments.
- ***Substance Abuse Initiative*** – three two-year appointments – one from each of the following commissioner districts: District Three, District Four, District Five.
- ***West Michigan Regional Planning Commission*** – Three one-year appointments, one Elected Official, one County Commissioner or County Staff, one Private Sector Representative

Non-Commissioner Appointments for consideration in the month of January 2018: None

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

November 20, 2018 - 3:00 p.m.
Conference room- Central Dispatch

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Approval of Agenda
 - A. Consideration of additional items
- V. Public Comment
(3 minute time limit per speaker – please state name/organization)
- VI. Unfinished Business
 - A.
- VII. New Business
 - A. Departmental Reports
 - 1. Health Department
 - 2. Animal Care and Control
 - 3. Emergency Management
 - 4. Central
 - 5.
 - B.
- VIII. Reports of Officers, Board and Standing Committees
 - A. Chairperson
 - B. Commissioners
 - C. County Administrator
- IX. Reports of Special or Ad Hoc Committees
- X. Closed Session
- XI. Adjournment