



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

7:00 P.M. Monday, October 7, 2019
City Council Chambers
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	V. <u>City Manager Report</u>	
	VI. <u>Presentations</u>	
7:20 PM	A. Recognition of Emergency Personnel for Life Saving Efforts	
7:25 PM	B. Bill Roeser, President and CEO of Sparrow Ionia – Development Presentation	
	VII. <u>Public Hearing(s)</u> – None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:35 PM	A. Proposed Resolution 19-59 Approving a Proposal from Pulse Broadband to Create an Executable Project Plan (EPP) and Approving, Authorizing, and Directing the Mayor to Sign the Professional Services Agreement for the City of Portland	Decision
7:40 PM	B. Proposed Resolution 19-60 Approving, Authorizing, and Directing the Mayor and Clerk to Sign MDOT Contract No. 19-5487 to Provide \$375,000 in Federal Surface Transportation Funds for the Grand River Avenue Improvement Project	Decision
7:45 PM	C. Proposed Resolution 19-61 Approving the Construction Costs for the Bridge Street Realignment Project	Decision
7:50 PM	D. Proposed Resolution 19-62 to Amend the Budget for Fiscal Year 2019-2020	Decision
7:52 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting held on September 16, 2019	
	B. Payment of Invoices in the Amount of \$179,264.15 and Payroll in the Amount of \$226,557.83 for a Total of \$405,821.98	
	C. Purchase Orders over \$5,000.00	
	1. Greg Cook Builders in the amount of \$7,233.45 for Painting of Street Lamp Posts	

**Estimated
Time**

**Desired
Outcome**

2. Signature Ford in the amount of \$33,874.00 for a 2020 Ford Police Interceptor Utility Vehicle

XI. Communications

- A. DDA Minutes for August 26, 2019
- B. Utility Billing Report for August 2019
- C. Water Department Report for September 2019
- D. Ionia County Board of Commissioners Agenda for September 24, 2019
- E. Ionia County Board of Commissioners Agenda for October 8, 2019
- F. MPSC Notice of Hearing for Consumers Energy
- G. MPSC Notice of Hearing for Consumers Energy
- H. MPSC Notice of Hearing for Consumers Energy

7:55 PM

XII. Other Business - None

8:00 PM

XIII. City Manager Comments

8:05 PM

XIV. Council Comments

8:10 PM

XV. Adjournment

Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 19-59

A RESOLUTION APPROVING A PROPOSAL FROM PULSE BROADBAND TO CREATE AN EXECUTABLE PROJECT PLAN (EPP) AND APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT FOR THE CITY OF PORTLAND

WHEREAS, the City has identified the need to explore communications and broadband infrastructure alternatives for the City of Portland for continued economic development and service to its residents; and

WHEREAS, Pulse Broad Band has submitted a proposal to create an executable project plan (EPP) for the City of Portland in the estimated amount of \$35,000.00 – \$45,000.00 a copy of which is attached as Exhibit A.; and

WHEREAS, at its meeting on September 24, 2019, the Board of Light and Power recommended that City Council approve the proposal as stated above and attached, a memo from the Electric Superintendent is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the proposal from Pulse Broadband to create an Executable Project Plan (EPP) and approves, authorizes and directs the Mayor to sign the Professional Services Agreement for the City of Portland, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: October 7, 2019

Monique I. Miller, City Clerk

Pulse Broadband Professional Services Agreement

This Pulse Broadband Professional Services Agreement (the "Agreement"), effective as of the _____ ("Effective Date"), is entered into by and between Pulse Broadband, LLC, a Delaware limited liability company having its principal place of business at 3838 North Main Street, Suite 300, Mishawaka, IN 46545 ("Pulse"), and City of Portland Michigan, a Michigan Municipality, having its principal place of business at 259 Kent Street, Portland, MI 48875 ("Client"). Client and Pulse may be referred to herein individually as a "Party" or together as "Parties".

BACKGROUND

- A. Client intends to create a full fiber-to-the-home network designed to provide broadband to their entire electric footprint,
- B. National Rural Telecommunications Cooperative (NRTC) is a technology cooperative providing a broad range of technical solutions to electric and telephone Clients and customers and provides assessment, design, build, management, and support of fiber, fixed, and mobile wireless broadband networks and services through its Pulse, NeoNova Network Services, LLC, and Telispire wholly owned subsidiaries; and,
- C. Pulse is a professional services company that provides feasibility assessment, field engineering and mapping, network design, project management, construction management, inspection and other related solutions to rural cooperatives for the deployment of broadband networks; and,
- D. Client wishes to contract with Pulse for professional services to assist in the design, development and potential buildout of a broadband network where the services contemplated herein provide for a flexible framework; and,
- E. Client and Pulse both intend to work together for the benefit of Client's end-users, the Parties commit to make every effort to cooperate fully with each other, and proceed on the basis of trust, good faith, and mutual respect to permit each Party to realize the benefits afforded under the Agreement.

Therefore, in mutual consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. THE PROJECT – EXECUTABLE PROJECT PLAN, STATEMENTS OF WORK AND CHANGE ORDERS

1.1 Description of Work. Subject to the terms and conditions of this Agreement, the description of work to be performed by Pulse pursuant to this Agreement is set forth in the Executable Project Plan (which will include the following Schedules: Schedule 1 *Project Scope Detail*, Schedule 2 *Network Design Summary*, Schedule 3 *Roles & Responsibility Matrix*, and Schedule 4 *Construction Phase Definition & Project Timeline*, Schedule 5 *Capital Project Budget Worksheet*, Schedule 6 *Financial Statements*, Schedule 7 *Category of Services and Applicable Rates*, Schedule 8 *Outside Plant Field Engineering and Drop Mapping Services*, Schedule 9 *Fiber Design, Assistance and Coordination*, Schedule 10 *Outside Plant Construction Management & Inspection Services*, Schedule 11 *Fixed Wireless Infrastructure Design and Construction*, & Schedule 12 *Network Architecture Design* - a template of which is attached as Attachment A hereto) (the "Executable Project Plan"). Upon the Effective Date of this Agreement and for a period of approximately ninety (90) days, the Parties will work to mutually agree and finalize the Executable Project Plan. Such fully executed Executable Project Plan will then be fully incorporated into this Agreement and subject to the terms and conditions contained herein.

1.1.1 The completion of the Executable Project Plan will require a Pulse team to work at the Client facilities for approximately ninety (90) days during which time the Parties will verify all of the details required to fully complete the Executable Project Plan. The completion of the Executable Project Plan is estimated to cost \$35,000.00 - \$45,000.00. Pulse will bill actual hours and travel expenses each month following the terms in section 4.3. The Executable Project Plan will include a fiber-to-the-home route validation, verification of the make ready assessment, Layer 2 and Layer 3 network design, confirmation of proper location of critical network elements, verification of build out schedule, a full bill of materials, a detailed scope of work for all Parties and coordination with Client finance department to ensure ability to properly track project budget performance.

1.1.2 The final Executable Project Plan shall be mutually agreed to by both Parties before any other billable actions are taken by Pulse. If the Parties cannot mutually agree to an Executable Project Plan, then Client shall have the right to terminate this Agreement with no future obligations. However, Client will remain responsible to pay Pulse the costs billed for the work related to the creation of the Executable Project Plan.

1.1.3 The Executable Project Plan and each Schedule attached thereto will detail the specific scope of work to be performed by Pulse and agreed by Client under the general subcategories of Materials, Services, Equipment, and Hours (as each of those items are defined in the Executable Project Plan) ("Deliverable(s)"). In addition, Client may request additional work items identified that are outside, or in addition to, the scope contained in the Executable Project Plan. A separate Statement of Work ("SOW") will be negotiated and mutually approved to capture these specific additional responsibilities and services. The Parties will enter into a SOW(s) as necessary which will be a detailed document referencing this Agreement, the Executable Project Plan, mutually agreed and signed by the Parties and describes all aspects of the additional Services, Equipment, Materials, Hours or other Deliverables that Pulse will provide or that Client will self-perform as part of the Project.

1.1.4 The project budget ("Project Budget") shall consist of the roll-up of the Materials, Services, Equipment, and Hours mutually agreed by both Parties as listed in the Executable Project Plan and as modified by any mutually agreed SOW(s) or amendments to the Executable Project Plan.

1.1.5 Collectively the Executable Project Plan, Deliverables, SOWs and Project Budget are referred to as the "Project". Pulse will use commercially reasonable efforts to complete the Deliverables and SOW(s) by the applicable dates set forth in the Project timeline provided by Pulse provided that Client and all other third-parties outside of Pulse's control fulfill all of their responsibilities by their respective due dates ("Target Dates").

1.2 Change Orders. Any changes to the scope of the Deliverables or a SOW including additional charges due to additional Deliverables must be mutually agreed to in writing and signed by both parties utilizing the change order form provided by Pulse ("Change Order"). The Change Order shall be provided by the Party requesting the Change Order to the other Party via email to the other Party's designated contact person. The receiving party will have five (5) business days to agree, request changes or reject the Change Order. If said rejection is not made within the five (5) business day period, the Change Order is deemed accepted by the receiving party. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

2. CLIENT DUTIES AND RESPONSIBILITIES. Client will make available in a timely manner for Pulse's use, at no charge to Pulse, all technical data, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Pulse for the performance and completion of the Deliverables. Client will be responsible for, and assumes the risk of, any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all information supplied by Client. Client will

provide, at no charge to Pulse, reasonable office space and equipment at Client's facilities in performing the Deliverables. This office space will be mutually agreed on by Client and Pulse.

3. INTERDEPENDENCIES; CLIENT AND THIRD-PARTY DELAYS.

3.1 The Target Dates and Project Costs (as defined in Section 4.2 below) are clearly understood by the Parties to be good-faith Project estimates. Client acknowledges that meeting the Target Dates and the Project Cost Estimates set forth in the Executable Project Plan or a SOW(s) is contingent upon timely completion of activities by Client or Client's third-party service providers as contemplated by the Parties under this Agreement including, without limitation, those activities (i) designated to Client in Article 2 above or a SOW, (ii) required of Client to provide as described in as the Executable Project Plan or in a SOW; or (iii) otherwise agreed by the Parties ("Client Obligation"). Client will immediately advise Pulse in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Client's failure or inability to perform a Client Obligation ("Delay").

3.2 In the case of a Delay caused by a Client Obligation, the Target Dates and Project Cost Estimates will be equitably adjusted by the Parties (but in the case of Target Dates, in no event less than a day-for-day adjustment) in writing in the event of: (a) any Delay caused by Client's failure or inability to perform a Client Obligation; (b) any Delay due to Client's request for changes (whether pursuant to a Change Order or otherwise); (c) any Delay due to a Client third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other Delay incurred as a result of Client's action(s) or omission(s). No such Delay will relieve or suspend Client's obligation to pay Pulse under Article 4 and, in addition to such payment obligations, Client will pay for any and all costs and expenses incurred by Pulse relating to re-staffing as a result of any delay caused by Client.

4. FEES AND PAYMENT

4.1 Fees and Expenses. Client will pay Pulse rates, prices, and/or fees ("Fees") for each Deliverable. This will include Materials, Services, Equipment, and Hours at the applicable Fees as listed in the Executable Project Plan or any SOW(s), collectively ("Project Cost Estimate"). Such Fees assume that the Deliverables commence within one hundred eighty (180) days after the Effective Date. If the Project does not commence on or before the date that is one hundred and eighty (180) days after the Effective Date, such Fees will automatically be adjusted to Pulse's then-current rates, prices, and/or fees for such Deliverables and the Project Cost Estimate will be adjusted accordingly. Client will reimburse Pulse for all reasonable costs and expenses incurred by Pulse in its performance of the Deliverables under this Agreement including, reasonable travel and lodging expenses.

4.2 Time, Cost, and Expense Estimate. The Executable Project Plan contains, and mutually agreed SOWs will contain, good faith estimates of the Project cost based on information provided to Pulse by Client. Pulse will make commercially reasonable efforts to execute the Deliverables of the Project within Project Cost Estimates set forth in the Executable Project Plan and the SOWs agreed to by the Parties. The Project Cost Estimates may decrease or increase based on mutually agreed scope changes. Pulse will make a reasonable effort to notify Client as soon as practicable if it appears that the Project Cost Estimates may be exceeded. Upon receiving such amended Project Cost Estimates, Client will assess, and accept or reject the amended Project Cost Estimates within five (5) business days of delivery. Any amended Project Cost Estimates which is accepted by Client shall be deemed a Change Order under Section 1.2 above. Amended Project Cost Estimates not rejected by Client within five (5) business days shall be deemed accepted by Client.

4.3 Invoicing and Payment. Pulse will submit invoices to Client as follows: (i) for Materials and Equipment, Pulse will invoice Client upon delivery; (ii) for Services, Pulse will invoice Client upon completion of Service; and (iii) for Hours, Pulse will submit invoices to Client on a monthly basis. Client will make all payments under this Agreement in U.S. dollars within thirty (30) calendar days after the date of Pulse's invoice. In addition to any other remedy available to Pulse for late payments, Client will be obligated to pay Pulse interest on the overdue amount at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed under law, whichever is less, for each month, or partial month, calculated from the date such payment was due until the date paid. Client will reimburse Pulse for all costs incurred by Pulse (including reasonable attorneys' fees, collection fees, court costs, if any) in connection with any collection efforts related to or arising out of this Agreement. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive.

4.4 Taxes. The Fees for the Deliverables do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Deliverables. When Pulse has the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be invoiced to Client, and Client will pay such amount unless Client provides Pulse with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments by Client for the Deliverables will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes which are otherwise imposed on payments to Pulse will be Client's sole responsibility. Client will provide Pulse with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Pulse to establish that such taxes have been paid.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of two (2) years (the "Initial Term") commencing upon the Effective Date. The Agreement shall renew automatically at the expiration of the Initial Term or Renewal Term for successive one (1) year terms (in each case, a "Renewal Term"). Either Party may terminate this Agreement at the end of the Initial Term or a Renewal Term by providing the other Party written notice at least sixty (60) days in advance of the end of such Initial Term or Renewal Term. Initial Term and Renewal Term shall be referred to herein as the "Term".

5.2 Termination for Failure to Commence. Pulse shall have the right to terminate this Agreement immediately upon written notice to Client in the event that Client fails to commence the Project within 180 days of the Effective Date.

5.3 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party has materially breached any provision of this Agreement and has not cured such breach within thirty (30) calendar days after receiving written notice from the non-breaching Party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement.

5.4 Suspension of Deliverables. Notwithstanding any other provision of this Agreement, Pulse may, in its sole discretion, in lieu of terminating this Agreement for cause (without prejudicing or forfeiting its right to terminate for cause at a future date) suspend Deliverables and the delivery or completion of a Deliverable if: (a) Client materially breaches any of its obligations under this Agreement including, without limitation, failure by Client to pay any amount under this Agreement within thirty (30) days after the date of Pulse's invoice therefor; or (b) Pulse determines that Client may be unable to make any scheduled or expected payment. Any such suspension by Pulse: (i) will not constitute termination of this Agreement or any Deliverable (and Client will continue to be bound by its obligations under this Agreement); (ii) will be

deemed to modify the Target Date outward to the same extent as the period of delayed payment, performance or other material breach, without penalty to Pulse; (iii) will entitle Pulse to reimbursement by Client for any and all costs and expenses incurred by Pulse in connection with any such suspension; and (iv) may be cancelled or revoked in Pulse's sole discretion. Without limiting the foregoing, any such suspension will be considered a Delay caused by Client pursuant to Article 3.

5.5 Return of Confidential Information. Upon any expiration or termination of this Agreement, except as necessary to exercise the rights granted by Pulse to Client pursuant to Section 6.2, each Party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the other Party, each Party will provide the other Party with written certification of compliance with the foregoing obligations under this Section 5.5.

6. CONFIDENTIAL INFORMATION

6.1 "Confidential Information" means any information disclosed under this Agreement by either Party ("Disclosing Party") to the other Party ("Receiving Party") that: (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of Pulse whether or not so designated upon disclosure or confirmed in writing: (i) Pulse pricing; and (ii) any know-how, designs, layouts, configurations, methods, processes, formulae, specifications, functionality, performance data or test results provided by Pulse to Client under this Agreement or otherwise obtained by Client from use or examination of the Deliverables. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained without confidentiality obligations by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.2 Non-Use and Non-Disclosure. The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such party's employees, except that, subject to Section 6.3 below, the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving party may furnish that portion (and only

that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

6.3 Maintenance of Confidentiality. The Receiving Party will use commercially reasonable efforts to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party will ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the Disclosing Party's Confidential Information as the provisions of this Agreement prior to any disclosure of the Disclosing Party's Confidential Information to such employees. The Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information as requested by such Disclosing Party at any time in writing; provided, however, the parties agree that Pulse's continued access to Client's Confidential Information which is required for the Deliverables will be deemed a Client Obligation.

6.4 Authorized Disclosure. Notwithstanding any other provision of this Agreement, each party may disclose the terms of this Agreement: (a) subject to Section 6.2, in connection with the requirements of an initial public offering or other filing in connection with applicable securities law; (b) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like; (c) in confidence, to accountants, banks, attorneys and financing sources and their advisors; or (d) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement.

7. LIMITED WARRANTIES AND DISCLAIMER

7.1 Limited Warranty. With respect to each Deliverable, the Services and the Project, unless otherwise agreed in a SOW or agreed to by a material manufacturer, Pulse warrants to Client that, for a period of one (1) year after the date of delivery of a Deliverable or Service to Client, such Deliverable or Service will substantially conform to the Deliverable or Service descriptions contained in this Agreement or any Change Order thereto. If any Deliverable or Service does not conform to the Deliverable description as expressly warranted in this Section 7.1, Client will notify Pulse in writing and Pulse will, at its expense, unless otherwise agreed in a SOW: (a) replace or modify such Deliverable or Service with a conforming Deliverable or Service; or (b) if Pulse determines in its sole discretion that the foregoing is not commercially reasonable, refund to Client the Fees paid by Client associated with such Deliverable or Service under this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION 7.1 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF PULSE, AND THE EXCLUSIVE REMEDY OF Client, WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY IN THIS SECTION 7.1.

7.2 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.1, PULSE DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. PULSE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PULSE DOES NOT WARRANT THAT THE DELIVERABLES OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE DELIVERABLES OR SERVICES WILL BE COMPLETELY ACCURATE OR ERROR FREE. PULSE WILL HONOR THE LIMITED WARRANTY SET FORTH ABOVE OR OTHERWISE AGREED IN A SOW TO REPAIR, REPLACE OR REPERFORM ANY NON- CONFORMING SERVICE OR DELIVERABLE.

8. LIMITATION OF LIABILITY

EXCEPT FOR ANY BREACH OF ARTICLE 6, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, REVENUE OR PROFITS, HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL PULSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PULSE HAS ACTUALLY RECEIVED FROM Client FOR THE DELIVERABLE OR SERVICE APPLICABLE TO SUCH CLAIM.

9. MISCELLANEOUS

9.1 Independent Contractors. The relationship of the Parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

9.2 Export Control. Client agrees not to export, or re-export, or cause to be re-exported, any Pulse materials or portion thereof, to any country which, under the laws of the United States, Client is or might be prohibited from exporting its technology.

9.3 Subcontractors. Unless otherwise agreed to in a SOW, Pulse may, in its sole discretion, use third party contractors to fulfill its obligations under this Agreement.

9.4 Notices. Any notice, other than a Change Order, required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) in person, (b) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement, or (c) via email. Notices will be considered to have been given at the time of actual delivery in person, five (5) business days after deposit in the mail as set forth above, or upon receipt of email confirmation. Either party may change its address for notice by notice to the other party given in accordance with this Section.

For Notices to Client:

For Notices to Pulse:

Pulse Broadband, LLC
3838 North Main Street, Suite 300
Mishawaka, IN 46545
Attn: VP of Finance and Administration

With a copy to:

National Rural Telecommunications Cooperative
2121 Cooperative Way, Suite 600
Herndon, VA 20171
Attn: General Counsel

9.5 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Texas, United States, without regard to conflict of laws principles. Any disputes arising from this Agreement shall be resolved by the federal courts located in the State of Texas, and the Parties hereby irrevocably submit to such courts' jurisdiction.

9.6 Assignment. Neither this Agreement nor any rights or claims that arise under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger, consolidation or otherwise, without the prior written consent of the other party; provided Pulse will have the right to assign this Agreement without the prior written consent in the event of a transfer to a Pulse affiliate. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section 9.6 will be null and void.

9.7 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.8 Severability. If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

9.9 Construction. If there is a conflict between any term in the body of this Agreement and any term of the applicable Service Specs, the term in the body of this Agreement will prevail with respect to such conflict. This Agreement and any instrument referred to herein or executed and delivered in connection herewith, will not be construed against any party as the principal draftsman hereof or thereof. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either party herein does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity.

9.10 No Third-Party Beneficiaries. The parties hereto expressly agree that there are no third-party beneficiaries of this Agreement.

9.11 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or

failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

9.12 Survival. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

9.13 Entire Agreement. This Agreement (including the Exhibits and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties.

9.14 Execution. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

City of Portland	PULSE BROADBAND, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment A

Executable Project Plan

This Executable Project Plan is entered into by and between Pulse Broadband, LLC, a Delaware limited liability company having its principal place of business at 3838 North Main Street, Suite 300, Mishawaka, IN 46545 ("Pulse"), and City of Portland Michigan, a Michigan Municipality, having its principal place of business at 259 Kent Street, Portland, MI 48875 ("Client").

1. Effective Date. This Executable Project Plan (EPP) is entered into and effective as of the last date signed below.
2. Subject to the Terms and Conditions of the Agreement. This EPP is expressly subject to the terms and conditions contained in the Pulse Broadband Professional Services Agreement by and between Pulse and Client with an effective date of _____ (the "Agreement"). All terms used, but not defined herein, shall have the meanings set forth in the Agreement. In the event of any conflict between the terms and conditions contained here and those contained in the Agreement, the Agreement shall prevail.
3. Term. The term of this EPP shall run concurrent with, and be coterminous with, the Term as defined in the Agreement.
4. Schedules. The Schedules attached thereto detail the specific scope of work to be performed by Pulse and agreed by Client under the general subcategories of Materials, Services, Equipment, and Hours (as each of those items are defined in the Executable Project Plan) ("Deliverable(s)").
5. Description of the Work. The description of work to be performed by Pulse pursuant to the EPP is set forth in the Schedules attached hereto:

Schedule 1 Project Scope Detail

Schedule 2 Network Design Summary

Schedule 3 Roles & Responsibility Matrix

Schedule 4 Construction Phase Definition & Project Timeline

Schedule 5 Capital Project Budget Worksheet

Schedule 6 Financial Statements

Schedule 7 Category of Services and Applicable Rates

Schedule 8 Outside Plant Field Engineering and Drop Mapping Services

Schedule 9 Fiber Design, Assistance and Coordination

Schedule 10 Outside Plant Construction Management & Inspection Services

Schedule 11 Fixed Wireless Infrastructure Design and Construction

Schedule 12 Network Architecture Design

By signing below both Parties agree to this Executable Project Plan.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of _____.

City of Portland Michigan

Pulse Broadband, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1

To Executable Project Plan

Project Scope Detail

PROJECT SCOPE STATEMENT			
PROJECT NAME:			
PROJECT ID:		CLASSIFICATION LEVEL:	
PREPARED BY:			
DATE:			
MEMBER:			
PROJECT SPONSOR:			
PROJECT MANAGER:			
PROJECT TEAM MEMBERS:		<i>The people directly involved in completing the work of the project or those assigned to represent</i>	
Name:		Representing:	
1.		2.	
3.		4.	
PROJECT STEERING COMMITTEE		<i>The People, who will be assigned to the project Steering Team to act as project champions, cross-functional coordinators, and accountability overseers.</i>	
Name:		Representing:	
1.		2.	
3.		4.	
ASSOCIATED STRATEGIC OBJECTIVE:			
PROJECT PURPOSE:			
CUSTOMER EXPECTATIONS:			
PROJECT DESCRIPTION:			
BUSINESS BENEFITS:		BENEFITS MEASUREMENTS:	
HIGH LEVEL REQUIREMENTS:			
SPECIFIC INCLUSIONS:			
SPECIFIC EXCLUSIONS:			
PROJECT DELIVERABLES:			
PROJECT CONSTRAINTS:			
PROJECT ASSUMPTIONS:			
PROJECT SUCCESS FACTORS:			
PROJECT BUDGET			
\$			
PROJECT MILESTONE PLAN			
MILESTONE TASKS:		DATE: MM/DD/YYYY	
Project Start			
Project Complete			
<i>This Project Scope Statement has been reviewed and is approved, thereby authorizing the project team to proceed with further</i>			
READINESS REVIEW DATE: MM/DD/YYYY			
<i>The following individuals have reviewed and approved the project scope statement on the date entered.</i>			
Approved by:		Date	
Category	Print name	Sign	
CUSTOMER LEAD REPRESENTATIVE:			
SPONSOR:			
PROJECT MANAGER:			
PMO:			
Project Scope Statement Change Log: <i>This part of the document is used to record future changes to the project scope statement as they are approved</i>			
Change Order Number	Changed Date	Change By	Change Description
<i>Note: All changes to this document must be submitted and approved through the Project Change Control process before being</i>			

Schedule 2
To the Executable Project Plan
Network Design Deliverables

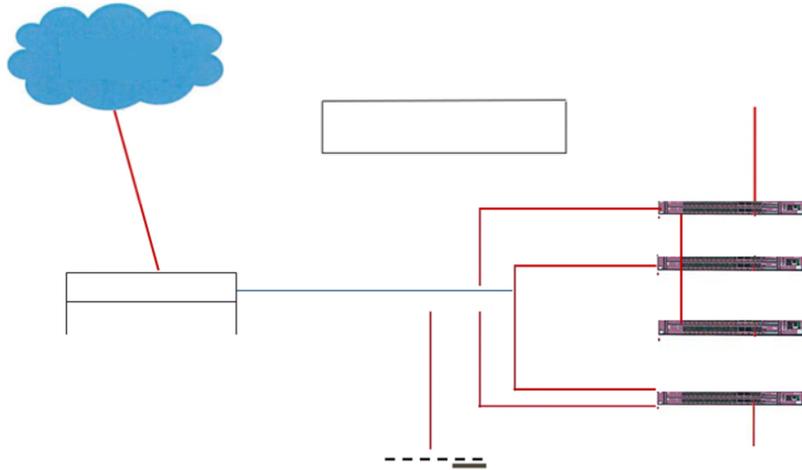
- *Comparison of electronic vendors for fiber electronics (Layer 2) & Network Core Electronics (Layer 3)*
 - *Technical Comparisons*
 - *General Comparisons*
 - *5 Year Total Cost of Ownership*
- *Fiber electronic (Layer 2) design and Bill of Material*

Qty	Part Number	Description	Notes	List	Discount	Disc Price	Total
Chassis and Commons							
2	4187001L1	TA5000 CHASSIS STARTER KIT	The TA5000 Starter Kit includes the Total Access 5000 chassis, the SMIO3 and the fan module.				
ADTRAN SmaRT 4tGen Cabinet w/ TA-5000 Chassis							
12	4192ASCFDCL1	1XTA5000 4 GEN SMART FIBER	1XTA5000 4 GEN SMART FIBER				
Switch Modules							
14	1187040F1	TA5000 SM40 4-10G NO RG	The TA5000 SM20 4x10G Switch Module is the switching engine for the system. It can be deployed either simplex or fully redundant (duplex) and has 4x10GE SFP+ cages on the faceplate for network interfaces or EPRS ring transport. This unit has no built in ring generator.				
13	1187920E1	TA5000 SM BLANK	The TA5000 Switch Module blank is a blank faceplate for the Switch Module slot in the TA5000 chassis. This unit is 5 of 6 RoHS Compliant.				
System Control Module							
14	1187011F3	TA5000 SCM F3	The TA5000 F3 Bridging SCM is the logical user interface for the system. The F3 Bridging SCM provides front and rear 10/100BaseT Ethernet connections. It also provides the capability to bridge an Ethernet interface with the Inband Network interface. The SCM is not in the data path.				
Line Cards							
27	1174130F2	TA5000 ETOS-10	Ethernet Transport Optical Switch 10. Integrated Ethernet switch and Muxponder functions with 8x10GE/2.5GE/1GE (SFP+ or SFP) and 2x1GE/2.5GE (SFP) interfaces.				

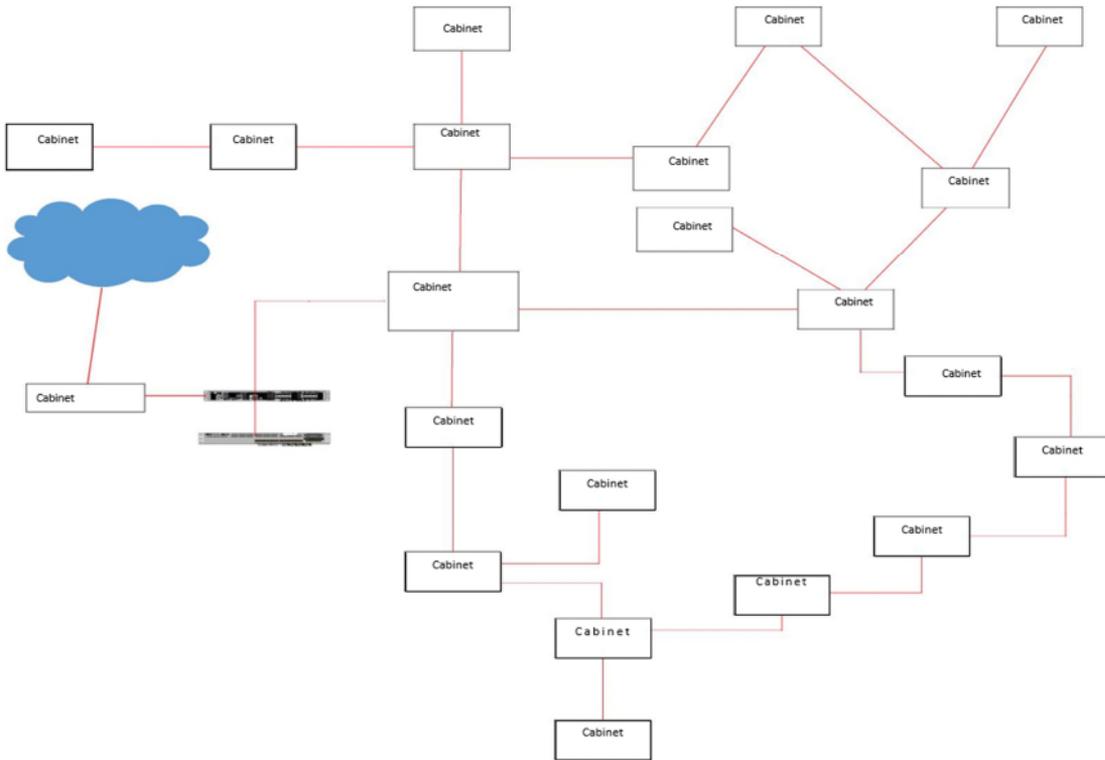
- *Fixed Wireless electronic (Layer 2) design and Bill of Material*

Fixed Wireless Bill of Material				
Device types	Quantity	List price	Discount	Amount
Services	Quantity	List price	Discount	Amount
Capacity License	Quantity	List price	Discount	Amount
			Total	

- *Network IP (Internet Protocol/Layer 3) Core design and Bill of Material*



- *Overall Network Drawing*



Schedule 3

To the Executable Project Plan

Roles & Responsibility Matrix

	Member	Phase 1/Scope/Start	OSP/Construction/End	Network	Time/Network/Start/End/Start	Layer 1/Time/Network	Layer 2/Time/Network	Other/Time/Network	Vendor Name	DESCRIPTION/COMMENTS
GLOBAL ACTIVITIES/TASKS										
PROJECT SETUP/ DISCOVERY										
Board of Directors approval to proceed to contract with Pulse										
Document draft Business terms and conditions of contract (does not include Table 2 pricing)										
Legal Review of Contract Terms and Conditions (no table 2)										
Schedule Alignment of Scope Meeting										
Alignment of Phase 1 Member Scope of Work										
Team ALIGNMENT MEETING Document services to be added or subtracted to SOW										
Schedule/Status CUSTOMER INTERVIEW Meeting										
Update Bill of Material (BOM)										
Provide forecast to suppliers for long lead items (Cisco, Juniper, Avian, Catix, Radwin, TVO, PCB)										
Detail Table 2 contracts for full SOW										
Contract Delivered										
Contract Review										
CUSTOMER INTERVIEW (CI) Meeting (On-Site)										
Determine if CI meeting has any impact on flow or initial BoM										
Pulse/Lead/Scope Project Management Planning Revision										
CONTRACT SIGNED										
Welcome to Pulse to Member Contact										
PM Assigned										
Order Initial BoM - If Member has requested this service										
PM to schedule Kick-Off Meeting										
Request updated Member information										
Create Project Charter										
Kick-Off Meeting (DO NOT HAVE BEFORE CONTRACT SIGNATURE)										
Build out complete Budget View for entirety of project tying table 2 to Table 2										
Walkout Kickoff Meeting / Checklist										
Define Scope of Phase 1 Service Area										
Determine Phases / Priority										
Determine Handoff/ Provider / POP Location										
Confirm Network Architecture and Design Parameters										
Execute Professional Services Agreement										
FACILITIES										
Member Data Center (Existing or New Buildout)										
DR - Head-End - Modular Solution										
Purchase Head-End Modular solution										
Floor Layout										
DC Power										
AC Power										
Grounding										
Battery Backup										
AC UPS Power										
Generator - Splicing										
LIVAC										
Fire suppression										
Ladder Rack										
Fiber Shelf										
Security - Physical Access										
Create rack spreadsheet plan (RU Size, Dimension, Power Type, Volts, Amps, Power Cable Length, cabling distance etc)										
Layer 3 - Equipment rack diagram & cabling layout										
Layer 2 - Equipment rack diagram & cabling layout										
Wireless Layer 2 - Equipment rack diagram & cabling layout										
Concrete floor for Modular										
DDC-1000 Cabinet										
DDC-1000 Locations										
DDC-1000 Power										
DDC-1000 Security - Physical Access										
DDC-1000 Order										
DDC-1000 Spacing & Setup										
DDC-1000 Placement										
Warehouse										
Location - Yard for sides and spools										
Location - # of Bays for electronics										
Resources for Inventory Management										
Site Preparation if Required										
Inventory Control Processes										
Office Space										
Location										
OUTSIDE PLANT										
Backbone - General										
OSP Backbone Fiber Count: 288 Steamboat, 144 Hayden & Craig										
OSP Patch Panel Splice, Placement and Install (Demarcation Point)										
OSP Fixed Wireless Fiber Count: 12										
OSP Ring Count										
OSP - Provide Distance between substations										
OSP - Combo ND - (Vendor Clearfalk)										
OSP Head-End / DDC - SCALING Fiber Patch Panels										
Fiber Termination into Patch Panels										
Towers										
Fiber Drops/Splices/Splicers										
DW/DG										
Interface Issues										
Field Engineering										
Preliminary Radio Network Plan										
Project Management Oversight										
Fiber Field Engineering - Data Collection										
RF Site Survey / Spectrum Plan Definition										
Radio Network Plan for Tower Site Selection										
Tower Candidates & Site Selection										
Drive Plant & Make Fiber Design Changes (Mark-ups)										
Zoning Requirements for Tower Sites										
Issue contracts for Tower sites										
Fiber Design										
Current Data - Fixed Wireless / Services Deployed (type of service, bus / res. etc.)										
Create Basemap										
Create and Issue Strand Maps										
Final Network Design and QC Review										
Issue Fiber Construction Maps										
Issue Bill of Materials										
Issue Final Bill of Materials (BoM)										

Schedule 4

To the Executable Project Plan

Construction Phase Definition & Project Timeline

Phase 1					
Substation	Feeder #	Electric Miles	Electric Meters	Electric Density	Estimated Fiber Mile
Total for Phase					
Phase 2					
Substation	Feeder #	Electric Miles	Electric Meters	Electric Density	Estimated Fiber Mile
Total for Phase					

Project Timeline - Phase One					
Risk Status	Task Name	Feeder Mileage	Planned Duration	Planned Start Date	Planned End Date
	Field Engineering				
	Task 1				
	Task 2				
	Task 3				

Schedule 5
To the Executable Project Plan
Capital Project Budget Worksheet

Phases Capex and Investment Required (000's)					
	Phase 1	Phase 2	Phase 3	Phase 4	Total
Design and Engineering					\$0
Project & Construction Mgmt					\$0
Headend/Office Space					\$0
Field Network Equipment					\$0
Aerial Construction					\$0
Underground Construction					\$0
Contingency					\$0
Total Fiber Construction	\$0	\$0	\$0	\$0	\$0
Design and Engineering					\$0
Project & Construction Mgmt					\$0
RAN Equipment					\$0
FWA Construction					\$0
Total Backhaul					\$0
Contingency					\$0
Total FWA Construction	\$0	\$0	\$0	\$0	\$0
Total Construction	\$0	\$0	\$0	\$0	\$0
Fiber Drop Construction					\$0
FWA CPE					\$0
Subscriber Equipment					\$0
Contingency					\$0
Total Customer Equip & Install	\$0	\$0	\$0	\$0	\$0
Other Capex					\$0
Total Project Capital Costs	\$0	\$0	\$0	\$0	\$0

Schedule 6

To the Executable Project Plan

Financial Model

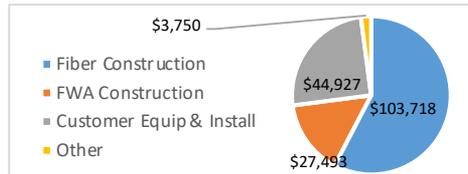
Coverage and Subscriber Summary						
	Year 1	Year 2	Year 3	Year 4	Year 5	
Fiber miles						
% Aerial						
Substations						
FWA Sites						
Homes passed/covered						
<i>Residential Take Rate</i>						
Residential Customers						
Business Customers						
Total Customers						
Member Customers						
Non-Member Customers						
Financial Summary						
(\$000's)	Year 1	Year 2	Year 3	Year 4	Year 5	
Revenue						
Expenses						
EBITDA						
Debt Service						
Cash Flow						
Construction Costs						Total Per Cov Per Sub
Customer Equip & Other						
Total Capex						
Debt Incurred						Yr 10 Current Plant
BB Equity/Assets						E/A E/A
Combined Equity/Assets						44% 57%
Customer Profitability (represents December of each year)						
ARPU						Simple Payback Loan Term Project IRR Loan Interest Rate
Variable Costs						
Customer Margin						
Operating Costs						
EBITDA						
Debt Service						
Monthly Cash Flow						
ARPU and Take Rates						
Single Service	Price	Mix	Price	Mix	Take Rate	
Data Only - Low Tier					Residential	
Data Only - Med Tier					Small Business	
Data Only - High Tier					Large Business	
Modem Rental						
Weighted Data Price					Small Bus Pricing	
					Commercial Pricing	
VoIP					Tower Opportunities	
Video	\$0.00		Triple Play Bundle Disc.	\$10.00	Cell Tower Pricing	

5 Year Capex and Investment Required (\$000's)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Unit Cost	Units	Total
Design and Engineering									
Project & Construction Mgmt									
Headend/Office Space									
Field Network Equipment									
Aerial Construction									
Underground Construction									
Contingency									
Total Fiber Construction									
Design and Engineering									
Project & Construction Mgmt									
RAN Equipment									
FWA Construction									
Total Backhaul									
Contingency									
Total FWA Construction									
Total Construction									
Fiber Drop Construction									
FWA CPE									
Subscriber Equipment									
Contingency									
Total Customer Equip & Install									
Other Capex									
Total Project Capital Costs									

Construction Cost Detail (5 Yr)

	Aerial Per Mile	UG Per Mile	FTTH Drop Per Home	FWA Drop Per Home
Make Ready				
Plant Labor				
Technical Labor				
Fiber				
Materials				
Technical Materials				
Subtotal				
Design and Engineering				
Project & Construction Mgmt				
Total Capex/Mile				



Schedule 7

To the Executable Project Plan

Category of Services and Applicable Rates

Project						
Estimated Professional Services						
Field Engineering						
	/ Daily mi. Plant miles production	= man days	x Avg. hours per day	= Total hours	x Rate	
Field Engineering	2.0				\$80	
	Build Timeframe	x Monthly work days	= man days	x Avg. hours per day	= Total hours	x Rate
OSP Engineer					\$80	
	Field Engineers	Timeframe (Months)	Total # of Months			
Monthly Per Diem per Employee				Depends on location		
Total Field Engineering						TBD
Fiber Design						
	/ Daily mi. production	= man days	x Avg. hours per day	= Total hours	x Rate	
Miles Drops						
Base Maps	12				\$90	
Construction Prints	6.0				\$90	
BoM	16				\$90	
Splice Documents	7				\$90	
Drop Fiber Allocation	90				\$90	
As-Builts	4				\$90	
Professional Engineer Review per Month		Months			\$1,450	
Total Fiber Design						TBD
FWA Design						
	/ Daily production	= man days	x Avg. hours per day	= Total hours	x Rate	
Sites						
RF Design	2.8				\$125	
Site Search	4.0				\$75	
Site Design Drafting	4.0				\$75	
FCC Documentation	4.0				\$90	
RF tool	2.8				\$75	
Travel Per Diem per Trip		Trips			\$2,000	
Total FWA Design						TBD
Construction Management						
	Build Timeframe	x Monthly work days	= man days	x Avg. hours per day	= Total hours	x Rate
Engineering Administrator					\$40	
Project Manager					\$100	
OSP Manager					\$100	
Inspector #1					\$80	
Inspector #2					\$80	
Inspector #3					\$80	
Inspector #4					\$80	
Inspector #5					\$80	
Inspector #6					\$80	
Inspector #7					\$80	
				Total # of Months		
Monthly Per Diem per Employee On Site				0	\$3,150	
Total Construction						TBD
Total Professional Services Estimate						TBD

These are base rate for 2019. All rates are to be adjusted annually

Schedule 8

To the Executable Project Plan

Outside Plant Field Engineering Services

Section 1. Review of Requirements.

- A. Prior to the commencement of field engineering, Pulse shall review with Client Pulse's standards for the requirements of the Project with respect to outside plant field engineering and drop mapping. Client shall review with Pulse any local and State laws, rules, regulations and orders of regulatory bodies having jurisdiction. During the course of this review Client may request that additional data elements be collected during the field engineering process over and above those required by Pulse for the Project. Any incremental costs for additional information requested by Client to be collected will be agreed upon at this time as a Change Order to Section 1.2 of the Agreement.
- B. If during the field engineering phase of the project by Pulse, the Client shall change the routing or location of a particular line segment, the Client shall as early as practicable and notify Pulse of such changes in writing. Upon such notice Pulse shall duly note such change and instruct the field engineering crews accordingly.
- C. If during the field engineering phase of the Project, Pulse determines that the routing of facilities along the right-of-way designated by the Client would result in high costs of construction due to obstacles, inadequate construction corridors, or other circumstances, Pulse shall notify the Client and recommend alternative routing. If alternative routing is approved by the Client and right-of-way can be obtained, Pulse shall arrange to field engineer the alternate route.
- D. The field engineering shall be done in accordance with the latest revision of the *National Electrical Safety Code*, *National Electric Code*, and local and State laws, rules, regulations and orders of regulatory bodies having jurisdiction as identified to Pulse by the Client prior to the commencement of the field engineering process; and the design, and specifications approved by the Client.

Schedule 9

To the Executable Project Plan

Fiber Design, Assistance and Coordination

Section 1. Review of Requirements.

- A. *Design.* The Project shall be designed and constructed in accordance with the design and project to be mutually agreed and changed as necessary as the Project progresses upon the estimated timeframe that will also change as necessary as the Project progresses. Pulse shall review with the Client Pulse's standard output from the design and project process. The Client shall review with Pulse any local and State laws, rules, regulations and orders of regulatory bodies having jurisdiction. At this review Client may request that additional data elements be added to design maps. Any incremental costs for additional information collected will be agreed upon at this time in accordance with the Change Order process set forth in Section 1.2 of the Agreement.
- B. *Change in Design.* If after the approval of Pulse's design and project by Client as described in Section 1. A. (*Design*) above, it shall be determined by Client that any change is required, Pulse shall prepare such revisions in the design and project, or any part thereof, as is necessitated by the changes in requirements for service, design criteria, or other reasons arising during the performance of Services for the Project. Any incremental costs for changes will be agreed upon at this time in accordance with the Change Order process set forth in Section 1.2 of the Agreement.

Section 2. Clients Responsibility and Pulse's Assistance to Client. Pulse, to the extent requested by the Client, shall reasonably assist in the Client's obtaining agreements and authorizations required for the Project, including the furnishing of engineering information and drawings. Unless otherwise agreed by Client and Pulse in writing, the Client will be responsible for the following items:

- A. Materials, warehousing and inventory management;
- B. Make-ready decisions and remediation;
- C. Joint use or joint occupancy agreements with other utilities;
- D. Permits for crossing public roads, railroads, navigable streams or bodies of water;
- E. Right-of-way authorizations, easements, and other permits necessary for encroachment on public or private lands;
- F. Authorizations from regulatory bodies and franchises from public bodies; and
- G. Environmental studies and clearances.

Services pursuant to this section shall be in addition to, and shall not include, services required by other provisions of this Agreement.

Schedule 10

To the Executable Project Plan

Outside Plant Construction Management & Inspection Services

Section 1. Review of Requirements.

- A. Pulse shall review with the Client Pulse's standard requirements for construction management and inspection services. The Client shall review with Pulse any local and State laws, rules, regulations and orders of regulatory bodies having jurisdiction. At this review the Client may request that additional services be added to construction management. Any incremental costs for additional services collected will be agreed upon at this time in accordance with the Change Order process set forth in Section 1.2 of the Agreement.
- B. Pulse shall review with the Client and the Client shall approve the list of bidders who are selected to receive the Notice to Bidders. Bid documents will be provided to qualified bidders who reply to the notice. Pulse shall prepare and furnish to such qualified bidders the appropriate bid documents including plans and specifications, and estimated assembly units to be constructed, together with any special drawings or material specifications pertaining thereto and a list of materials to be furnished by Client.

Section 2. Construction Phase

- A. Pulse shall provide:
 - a. Construction management and inspection services.
 - b. Assist the Client in the construction of the Project in accordance with the approved plans and specifications as set forth the terms of the construction contract between Client and the construction company(ies) selected by Client.
- B. Pulse shall have the right to exercise responsibility on behalf of the Client for the issuance of supplemental directives to the contractor(s) regarding the contractor's performance in accordance with the terms of the construction contract between Client and contractor as approved by Client. Pulse's undertaking hereunder shall not relieve the contractor(s) of the contractor's obligation to perform the work in conformity with the plans and specifications (contained in the contract between Client and contractor) and in a workmanlike manner and shall not impose upon Pulse any obligation to see that the work is performed in a safe manner. Pulse shall not be responsible for the failure of the contractor to perform the work in accordance with the contract or to perform the work in a safe workmanlike manner. In fulfilling the above responsibility, Pulse shall as necessary:
 - a. Interpret the plans and specifications and convey such interpretation to the contractor(s),
 - b. Inspect the progress of and quality of construction, in sufficient detail to provide reasonable assurance to the Client of the adequacy of such progress and quality of construction, pursuant to the requirements of the plans and specifications and contract,
 - c. Confirm the acceptability of materials and equipment proposed by the contractor to be utilized in the construction prior to the use of such materials or

equipment on the Project and promptly reject materials and equipment not in compliance with the plans and specifications; and

- d. Inspect the manner of incorporation of the materials and equipment into the Project and the workmanship with which such materials and equipment are incorporated and reject materials, equipment and workmanship which Pulse determines will not be in compliance with the plans and specifications. Such inspection shall be deemed to be adequate if a reasonable percentage of all routine construction units (other than units requiring detailed inspection) are observed and found free of error.

C. Construction Manager and Inspectors

- a. A project manager and inspectors, as needed, will be maintained at the site of the project during the entire period of scheduled construction. The number of inspectors so required will vary with the size of the Project, the number of construction crews, and the speed of construction as recommended by Pulse and approved by the Client.
- b. In the event conditions should arise, through no fault of and beyond control of Pulse, which would require the placement by Pulse of additional Inspectors or employees on the project, to accommodate special needs of the Client (or Contractor, with approval of the Client), then, with the approval of the Client prior to their assignment to the project, Pulse shall assign such additional qualified personnel to the project for the limited time of such requirements. Any incremental costs for additional personnel will be agreed upon at this time in accordance with the Change Order process set forth in Section 1.2 of the Agreement.

- D. Defective Construction. If the construction is by contract, Pulse shall notify the Contractor and Client of all observed or otherwise determined defects in workmanship or materials in accordance with the terms of the construction contract and shall advise the Contractor relative to the correction of such defects.

- E. Contractor Invoicing. Pulse shall review and, if satisfactory, recommend for approval each periodic invoice submitted by contractors prior to approval and payment by the Client. Such recommendations shall include a statement by Pulse based on Pulse's Inspection of executed work and the progress of the work and subject to evaluation and testing of the work as a completed Project, that all construction for which payment is requested has been completed and cleaned up in accordance with the terms of the construction contract and that all defective construction of which the Contractor shall has been duly notified has been corrected.

Schedule 11

To the Executable Project Plan

Fixed Wireless Infrastructure Design and Construction

Section 1. Review of Requirements. Prior to the commencement of the Service Area Survey (as described in Section 5 of this Attachment D below), Pulse shall review with the Client Pulse's recommendations for the fixed wireless infrastructure portion of the Project. The Client shall review with Pulse any local and State laws, rules, regulations and orders of regulatory bodies having jurisdiction. At this review the Client may request that additional data elements be collected during walkout over and above those required by Pulse for the Project. Pulse will also work closely with Client to define a responsibility matrix for each phase of the project and update the Project plan accordingly.

Section 2. Project Design.

- A. *Design.* The fixed wireless infrastructure shall be designed and constructed in full collaboration with Client. Some changes may be required due to final site locations.
- B. *Approval.* The final fixed wireless infrastructure design will not be complete until tower site acquisition is complete and the final RF Propagation map has been completed and approved by Client. In the case of 60GHz this will happen after full design survey completed.
- C. *Construction.* The Field Engineering and Construction phase will not commence until Pulse receives Clients' written approval on final design.

Section 3. Clients Responsibility and Pulse's Assistance to Client. Pulse and Client will work together as outlined in a responsibility matrix to be completed and mutually approved following the project kick-off meeting.

Section 4. Coordination. Pulse, to the extent requested by Client, shall coordinate the work of others engaged in the fixed wireless portion of the Project, including work performed or supervised by the Client, or others to facilitate expeditious and economical completion of this portion of the Project. Services pursuant to this section shall be in addition to, and shall not include, services required by other provisions of this Agreement.

Section 5. Service Area Survey.

A. General.

1. Walkout for tower sites shall include locating the proposed sites as necessary to construct the fixed wireless infrastructure based on the preliminary propagation map prepared by Pulse in advance of the walkout for tower sites. This process will be conducted with Client. Site Surveys for 60GHz FWA will begin after approval of quote due to time and intensity of survey required.
2. Surveys each proposed tower site for appropriate space (~.4 acres) and access to site. Pulse will update each tower location for final site location and adjust the RF propagation study to ensure full service area coverage as requested by Client.

3. Pulse will conduct a complete spectrum analysis of the proposed service area and provide a readout.

Section 6. Field Engineering and Site Construction.

A. General.

1. Once sites are deemed appropriate, Client will commence with site acquisition, contracting, and permitting. Site construction will commence once we have at least 50% of the locations complete.
2. A final RF propagation map will only be possible after we have completed the site acquisition process. Some tower site adjustments are expected. Pulse will keep Client completely informed of any changes to the overall project due to final site locations.
3. Pulse will provide tower engineering drawings and site designs for each tower site prior to construction commencement.
4. Pulse will build create a tower construction project for 10 sites at a time to best utilize construction resources.
5. Client will provide power and ground to each site.

Section 8. Final Drive Test. Pulse and Client will complete a final drive test to ensure proper coverage of service area.

Section 9. Compensation. The Client shall pay the Pulse invoices as outlined in the current Table 2. This will include Time, Expense, Material, Services, and Equipment. Compensation under this section shall be due and payable ten (10) days after delivery to the Client, on a biweekly basis.

Schedule 12

To the Executable Project Plan

Network Architecture Design

Section 1. Review of Requirements. Pulse shall review with the Client Pulse's recommendations for the headend building(s) and architecture and design of the fiber access, transport, switching and routing network infrastructure portion of the Project. The Client shall review with Pulse any local and State laws, rules, regulations and orders of regulatory bodies having jurisdiction.

Section 2. Project Design.

D. Design. The fiber access, transport, switching and routing infrastructure shall be designed and constructed in full collaboration with Client. Some changes may be required due to final site locations. Pulse will provide recommendations for headend network equipment selection and headend building space, power and facilities. Pulse will provide recommendations for architecture and design of fiber access network, transport network, switching network and routing network. Pulse will administer the Request for Quote (RFQ) process to facilitate equipment vendor and services selection. Pulse will review vendor provided documents for completeness, accuracy and conformance to the Pulse recommended network design. Pulse will review processes and procedures for network design and build services provided by any 3rd party for conformance to the Pulse recommended network design.

E. Approval. The final access, transport, switching and routing infrastructure design will not be complete until final fiber route field engineering has been completed.

F. Construction. The Construction phase will not commence until Pulse receives Client's written approval on final design.

Section 3. Client's Responsibility and Pulse's Assistance to Client. Pulse and Client will work together as outlined in a responsibility matrix to be completed and mutually approved before commencing the Project.

Section 4. Coordination. Pulse, to the extent requested by Client, shall coordinate the work of others engaged in the fiber access, transport, switching and routing infrastructure portion of the Project, including work performed or supervised by the Client, or others to facilitate expeditious and economical completion of this portion of the Project. Services pursuant to this section shall be in addition to, and shall not include, services required by other provisions of this Agreement.

City of Portland, Mi.
Board of Light & Power
723 E.Gd.River Ave.
Portland, Mi.

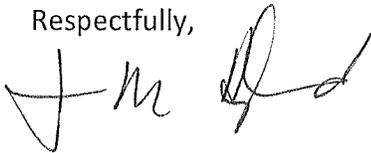
September 25th, 2019

City Council
City Manager

Re: Recommendation to City Council

Last night at the Light & Power Board meeting, the Light & Power Board passed a recommendation to the City Council to fund a fiber study for fiber locations, with a not to exceed amount of \$40,000.00.

Respectfully,

A handwritten signature in black ink, appearing to read "Jon M. Hyland". The signature is written in a cursive style with a large, stylized initial "J".

Jon M. Hyland,
City of Portland, Board of Light & Power
Fiber Study

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 19-60

A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO SIGN MDOT CONTRACT No. 19-5487 TO PROVIDE \$375,000 IN FEDERAL SURFACE TRANSPORTATION FUNDS FOR THE GRAND RIVER AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of Portland was awarded \$375,000 in Federal Surface Transportation funds to make road improvements on Grand River Avenue, between Cutler Road and Rowe Avenue (the Project); and

WHEREAS, the Michigan Department of Transportation (MDOT) administers Federal Surface Transportation Funds on behalf of the Federal Highway Administration (FHWA) for projects located in Michigan; and

WHEREAS, MDOT requires that the parties enter a written agreement for the purpose of fixing the rights and obligations of the parties with respect to the Project, a copy of which is attached as Exhibit A; and

WHEREAS, City Engineers have reviewed the proposed agreement, a copy of which is attached as Exhibit A, and advised that it is a standard MDOT Agreement and that there is no reason not to sign it.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes and directs the Mayor, James E. Barnes, and the Clerk, Monique I. Miller to sign MDOT Contract No. 19-5487 to provide \$375,000 in Federal Surface Transportation Funds for the Grand River Avenue Improvement Project, between Cutler Road and Rowe Avenue.
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: October 7, 2019

Monique I. Miller, City Clerk

CERTIFICATION

STATE OF MICHIGAN)) ss.
COUNTY OF IONIA)

I, Monique I. Miller, the duly qualified and acting Clerk of the City of Portland, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on October 7, 2019, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 7th day of October, 2019.

Monique I. Miller, City Clerk

STP

DA

Control Section	STUL 34000
Job Number	133006CON
Project	1901(136)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5487

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of DO NOT DATE, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PORTLAND, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Portland, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 19, 2019, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along Grand River Avenue from Cutler Road to Rowe Avenue; including storm sewer, concrete pavement repair, filler wall, concrete curb and gutter, concrete sidewalk and ramp, guardrail and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a

site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds.

Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF PORTLAND

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By MDOT ONLY
Department Director MDOT

By _____
Title:



September 19, 2019

EXHIBIT I

CONTROL SECTION	STUL 3400
JOB NUMBER	133006CON
PROJECT	1901(136)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$633,400
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$633,400
Less Federal Funds*	<u>\$375,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$258,400

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 19-61

**A RESOLUTION APPROVING THE CONSTRUCTION COSTS FOR THE
BRIDGE STREET REALIGNMENT PROJECT**

WHEREAS, during the planning stages of the Safe Routes to School project, the City requested that the city engineers review the geometrics of the intersection of W. Grand River Avenue and Bridge Street for the possibility of enhancing safety; and

WHEREAS, the city engineers recommend reconstructing Bridge Street to align with Quarterline Street, a copy of the memorandum is attached as Exhibit A; and

WHEREAS, the city engineers estimate construction costs for this project to be \$51,546.00, a copy of which is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the construction costs for the Bridge Street Realignment Project in the estimated amount of \$51,546.00, 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: October 7, 2019

Monique I. Miller, City Clerk

MEMO



To: **Tutt Gorman, City of Portland**

From: **Jonathan W. Moxey, PE**
Lindsay M. Sagorski, PE

CC:

Date: **September 16, 2019**

Re: **Bridge Street at Grand River Avenue Realignment**

The City of Portland requested that Fleis and VandenBrink review the geometrics at the intersection of Bridge Street and W Grand River Avenue, citing safety concerns.

Bridge Street currently intersects W. Grand River Avenue at an angle between Albro Street and Quarterline Street. Skewed intersections such as this should be avoided, as they require longer pedestrian crossing distances and allow for higher speed turning movements by vehicles (for example, the eastbound W. Grand River Avenue right turn onto Bridge Street). Sight distance is also limited due to position of a vehicle approaching W. Grand River Avenue, and drivers may find it difficult to turn their heads, necks, or upper bodies for an adequate line of sight down an acute angle approach. The steep grade on Bridge Street only further obstructs the sight distance.

In addition to the skew, the existing intersection is also offset from adjacent intersections along W. Grand River Avenue (Albro Street and Quarterline Street) which can lead to left turn conflicts on W. Grand River Avenue in the shared center left turn lane, increasing the likelihood for head on collisions. Vehicles turning left onto Bridge Street take up the same space as vehicles turning left onto Quarterline Street.

The Federal Highway Administration as well as various other transportation design guidance recommends realigning a skewed intersection and reducing the offset distance when possible to improve safety. The City currently owns the property in the southeast corner of the intersection. Therefore, there is no additional right-of-way required to realign the intersection. Realignment would simply move the large greenspace from the east side of Bridge Street to the west side.

Based on our review of the geometrics of the existing intersection, we recommend reconstructing Bridge Street from W. Grand River Avenue to Market Street, moving the intersection with W. Grand River Avenue to the east to align with Quarterline Street by removing the skew and making the intersection more of a 90 degree angle.

City of Portland
Bridge Street Realignment
Engineer's Opinion of Probable Construction Cost



Project No.: 833070
 By: LMS/JWM
 Date: 9/12/2019

Description: Reconstruct Bridge Street from Grand River Ave to Market Street

ITEM NO.	DESCRIPTION	UNIT	EST QTY	EST UNIT PRICE	EST TOTAL
1	General Conditions, Bonds and Insurances, Max. 5%	LS	1	\$ 2,000.00	\$ 2,000.00
2	Temporary Traffic Controls	LS	1	\$ 1,000.00	\$ 1,000.00
3	SESC Measures	LS	1	\$ 1,000.00	\$ 1,000.00
4	Roadway Grading	Sta	2	\$ 1,500.00	\$ 3,000.00
5	HMA Surface, Rem	Syd	1000	\$ 3.00	\$ 3,000.00
6	Curb and Gutter Rem	Ft	500	\$ 7.50	\$ 3,750.00
7	Sidewalk, Rem	Syd	200	\$ 8.00	\$ 1,600.00
8	Tree, Rem, 6 inch to 18 inch	Ea	1	\$ 400.00	\$ 400.00
9	Subbase, CIP	Cyd	275	\$ 8.00	\$ 2,200.00
10	Aggregate Base, 8 inch	Syd	750	\$ 8.00	\$ 6,000.00
11	Curb and Gutter, Conc, Det F4	Ft	450	\$ 15.00	\$ 6,750.00
12	HMA, 13A	Ton	120	\$ 70.00	\$ 8,400.00
13	Driveway, Nonreinf Conc, 6 inch	Syd	20	\$ 45.00	\$ 900.00
14	Sidewalk Ramp, Conc, 6 inch	Sft	100	\$ 6.00	\$ 600.00
15	Surface Restoration	Syd	500	\$ 4.00	\$ 2,000.00

Subtotal Estimates Construction Costs: \$ 42,600.00
Undeveloped Details and Construction Contingencies (10%): \$ 8,946.00
Total Estimates Construction Costs: \$ 51,546.00

The Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Bid prices may vary significantly based on these factors and market conditions at time of bid.

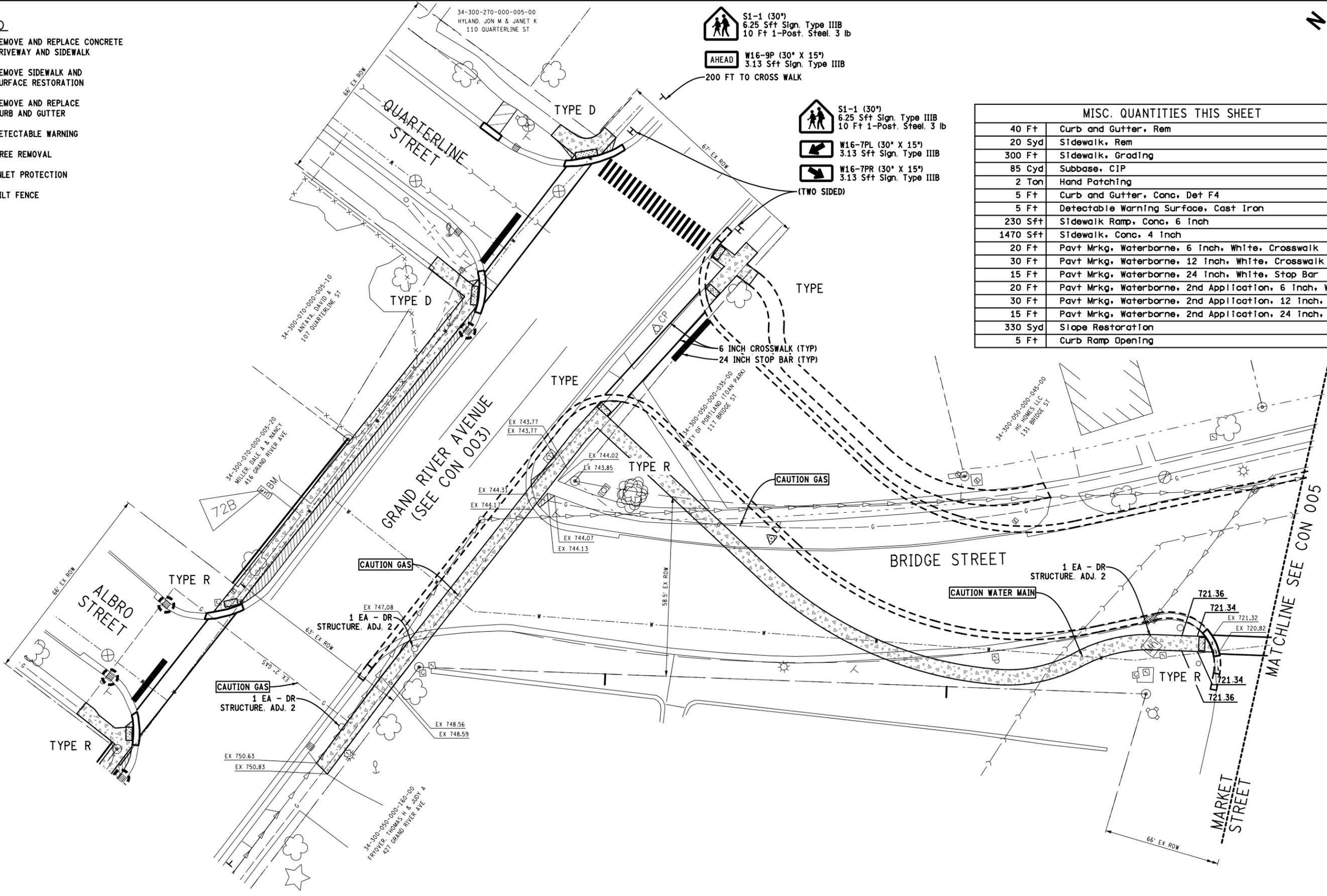
LEGEND

-  REMOVE AND REPLACE CONCRETE DRIVEWAY AND SIDEWALK
-  REMOVE SIDEWALK AND SURFACE RESTORATION
-  REMOVE AND REPLACE CURB AND GUTTER
-  DETECTABLE WARNING
-  TREE REMOVAL
-  INLET PROTECTION
-  SILT FENCE

-  S1-1 (30")
6.25 Sft Sign, Type IIIIB
10 Ft 1-Post, Steel, 3 lb
-  AHEAD
W16-9P (30" X 15")
3.13 Sft Sign, Type IIIIB

-  S1-1 (30")
6.25 Sft Sign, Type IIIIB
10 Ft 1-Post, Steel, 3 lb
-  W16-7PL (30" X 15")
3.13 Sft Sign, Type IIIIB
-  W16-7PR (30" X 15")
3.13 Sft Sign, Type IIIIB

MISC. QUANTITIES THIS SHEET	
40 Ft	Curb and Gutter, Rem
20 Syd	Sidewalk, Rem
300 Ft	Sidewalk, Grading
85 Cyd	Subbase, CIP
2 Ton	Hand Patching
5 Ft	Curb and Gutter, Conc, Det F4
5 Ft	Detectable Warning Surface, Cast Iron
230 Sft	Sidewalk Ramp, Conc, 6 inch
1470 Sft	Sidewalk, Conc, 4 inch
20 Ft	Pavt Mrkg, Waterborne, 6 inch, White, Crosswalk
30 Ft	Pavt Mrkg, Waterborne, 12 inch, White, Crosswalk
15 Ft	Pavt Mrkg, Waterborne, 24 inch, White, Stop Bar
20 Ft	Pavt Mrkg, Waterborne, 2nd Application, 6 inch, White, Crosswalk
30 Ft	Pavt Mrkg, Waterborne, 2nd Application, 12 inch, White, Crosswalk
15 Ft	Pavt Mrkg, Waterborne, 2nd Application, 24 inch, White, Stop Bar
330 Syd	Slope Restoration
5 Ft	Curb Ramp Opening



FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)						 2960 Lucerne Drive SE P: 616.977.1000 Grand Rapids, MI 49548 F: 616.977.1005	PORTLAND SAFE ROUTES TO SCHOOL DATE: 09/24/19 DESIGN UNIT: LS, LB, AP TSC:		CS: TA 34000 JN: 205188		BRIDGE STREET CONSTRUCTION PLANS AT GRAND RIVER AVE AND MARKET ST CITY PORTLAND, IONIA COUNTY, MICHIGAN		DRAWING	SHEET
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE		AUTH	DESCRIPTION	FILE: RP4_BRIDGE-GRAND.dgn			CON	SECT	004

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 19-62
A RESOLUTION TO AMEND THE BUDGET
FOR FISCAL YEAR 2019-2020

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

WHEREAS, the Finance Director has reviewed current fund balances and expenditures for FY 2019-2020 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the 2019-2020 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: October 7, 2019

Monique I. Miller, City Clerk

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF PORTLAND - 1ST QUARTER 19-20

GL Number	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
101-000-476.000	NON-BUSINESS PERMITS	30,000.00
101-201-804.200	CONTRACTUAL SERVICES NON BUSINESS PERMIT	30,000.00
203-000-699.105	TRANSFER FROM INCOME TAX	20,000.00
105-254-999.203	TRANSFER TO LOCAL STREETS	20,000.00
202-000-699.406	TRANSFER FROM CIP STREET FUND	73,000.00
406-275-999.202	TRANSFER TO MAJOR STREETS	73,000.00
203-000-699.406	TRANSFER FROM CIP STREET FUND	31,200.00
406-275-999.203	TRANSFER TO LOCAL STREETS	31,200.00
520-000-648.000	UTILITY SALES	10,000.00
520-528-804.000	CONTRACTUAL SERVICE-REFUSE COLLE	10,000.00
101-000-676.004	DONATION-RED MILL BUILDING	7,500.00
101-101-881.000	COMMUNITY PROMOTIONS	(1,000.00)
101-101-975.002	CAP OUTLAY-OLD MILL BUILDING	7,500.00
		<u>6,500.00</u>
101-201-810.000	EQUIPMENT MAINTENANCE CONTRACT	3,500.00
101-201-912.000	PROPERTY INSURANCE	(200.00)
		<u>3,300.00</u>
101-265-706.000	S & W PARTTIME	400.00
101-265-715.000	S & W SOCIAL SECURITY	100.00
101-265-930.000	M & R BUILDING	2,800.00
		<u>3,300.00</u>
101-301-702.000	S & W FULLTIME	(22,000.00)
101-301-706.000	S & W PARTTIME	2,500.00
101-301-710.000	S& W OVERTIME	17,500.00
101-301-711.000	S & W HEALTH PREMIUMS	1,200.00
101-301-715.000	S & W SOCIAL SECURITY	(1,200.00)
101-301-801.000	LEGAL SERVICE	2,000.00
101-301-912.000	PROPERTY INSURANCE	(800.00)
101-301-977.000	CAPITAL OUTLAY-EQUIPMENT	16,549.43
		<u>15,749.43</u>

101-371-801.000	LEGAL SERVICE	(510.00)
101-371-803.000	ENGINEERING SERVICE	710.00
101-371-901.000	LEGAL NOTICES	(100.00)
101-371-958.000	DUES & SUBSCRIPTIONS	(100.00)
		<u>0.00</u>
101-751-723.000	UNEMPLOYMENT	395.00
105-254-804.000	CONTRACTUAL SERVICE	350.00
105-254-806.000	DATA PROCESSING	(650.00)
105-254-864.000	CONFERENCE & WORKSHOP	650.00
105-254-995.000	INTEREST PAYMENT	20.00
		<u>370.00</u>
202-452-803.021	ENGINEERING - DIVINE HWY BRIDGE IMPROVE	10,000.00
202-452-804.020	CONTRACTUAL SVC - CHIP SEALING	73,000.00
		<u>83,000.00</u>
202-463-703.000	S & W SUPERVISOR	1,345.00
203-452-804.020	CONTRACTUAL SVC - CHIP SEALING	31,200.00
203-463-703.000	S & W SUPERVISOR	1,345.00
210-302-720.000	WORKER'S COMPENSATION	(600.00)
210-302-912.000	PROPERTY INSURANCE	600.00
		<u>0.00</u>
248-000-402.000	REAL PROPERTY TAXES	(47,500.00)
248-000-577.000	CONTRIBUTION FROM STATE -GRANT	40,000.00
		<u>(7,500.00)</u>
248-275-804.000	CONTRACTUAL SERVICE	9,500.00
248-275-967.001	FACADE RESTORATION (DDA)	20,000.00
248-275-982.000	CAPITAL OUTLAY-DDA	(120,000.00)
248-275-982.001	CAPITAL OUTLAY - SPLASH PAD	300,000.00
		<u>209,500.00</u>
582-201-912.000	PROPERTY INSURANCE	1,228.00
582-539-803.019	ENG SERVICE - BROADBAND	40,000.00
590-201-711.000	S & W HEALTH PREMIUMS	30.00
590-201-804.000	CONTRACTUAL SERVICE	(13,000.00)
		<u>(12,970.00)</u>
590-441-703.000	S & W SUPERVISOR	269.00

590-548-711.000	S & W HEALTH PREMIUMS	1,200.00
590-548-804.000	CONTRACTUAL SERVICE	<u>11,000.00</u>
		12,200.00
591-201-912.000	PROPERTY INSURANCE	150.00
591-441-703.000	S & W SUPERVISOR	9,131.00
591-441-751.000	UNIFORM CLEANING	<u>900.00</u>
		10,031.00
661-201-912.000	PROPERTY INSURANCE	(66.00)
661-201-995.000	INTEREST PAYMENT	<u>3,402.00</u>
		3,336.00
661-441-703.000	S & W SUPERVISOR	(6,710.00)
661-441-711.000	S & W HEALTH PREMIUMS	1,200.00
661-441-804.000	CONTRACTUAL SERVICE	175.00
661-441-806.000	DATA PROCESSING	<u>1,380.00</u>
		(3,955.00)

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, September 16, 2019

In Council Chambers at City Hall

Present: Mayor Barnes; Mayor Pro-Tem VanSlambrouck, Council Member Fitzsimmons, Baldyga, and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Thomas

Guests: Kathy Parsons; Beckie Bates, Director of the Portland Area Service Group; Tom Simmons

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

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

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

There was no public comment.

Under City Manager Report, City Manager Gorman stated that since the public comments and discussion with representatives of the Portland Area Service Group at the September 3, 2019 City Council meeting regarding the reinstatement of 2-hour parking in the downtown the City has consulted with its engineers and has decided to add two handicap spaces in front of the Senior Center.

Police Chief Thomas provided information on enforcement of handicap parking.

There was discussion.

City Manager Gorman stated that during the Safe Routes to School process a particular issue with the addition of sidewalk along W. Bridge St. brought about concerns for an adjacent property owner. Although the concerns of this property owner were not legally valid for the City to cancel the addition of this particular sidewalk it did cause contemplation of the safety of the intersection at W. Bridge St. and E. Grand River Ave. The City is considering adjusting the intersection so that W. Bridge St. would align with Quarterline St. to improve safety. Construction could possibly take place in the Spring of 2020.

City Manager Gorman noted activity on the Opera Block Property facades this week. Although this work was not initially planned it is historically significant. The ice jam and flooding this past winter caused the sidewalk to shift away from the building. When the contractor removed the concrete for repair and replacement Mr. Fuller had his engineers look at the foundation and fortify it before the sidewalks are replaced.

Design work is being finalized for maintenance to the Grand River Ave. bridge. This work will include work on the approaches and sidewalks.

The first section of improvements to Grand River Ave. under the Small Urban Project funding will also take place Spring of 2020.

City Manager Gorman noted that he is still working with representatives of Taco Bell on a potential design for development. The closing on the property has not taken place yet but they are considering the corner of E. Grand River Ave. and Bristie St. including the car wash property. City Manager Gorman and the representatives of Taco Bell met with the owner of Olivera's to discuss current parking and driveway easements that are in place. The discussions went very well. The project is being considered for Spring/Summer 2020.

Sparrow continues to work on the planning phase of their development on Cutler Rd. Their plan includes a 10,000 sq. ft. facility that will contemplate a possible 10,000 sq. ft. addition in the future. They plan to present their site plan at the October Planning Commission. If their proposed plan meets all requirements of the zoning in that area, they will bypass the Planning Commission.

Earlier this afternoon, the City received the preliminary scoring results on the DNR Trust Fund Grant Application for a splash pad at Powers Park. More detailed results will be coming soon. Although the initial scoring came in low the City will have an opportunity to supplement the application information to improve the scoring. The DDA is considering construction of a splash pad with or without the grant funding.

The City is still in a holding pattern on its Request for Reconsideration to the Michigan State Police and Governor Whitmer for funding of the Section 19 State of Emergency funding. The Michigan Municipal League has stepped in to partner with the City on this issue as there is a strong legal argument based on current law. The request is still at the Governor's office.

Under Presentations, Mayor Barnes presented the 2019 Constitution Week Proclamation.

Under New Business, the Council considered Resolution 19-56 for the purchase of an asphalt crack sealing machine for the Department of Public Works in the amount of \$65,001.95. City Manager Gorman stated the current machine, although in rather rough shape, will be sold at auction. The City will consider leasing out the new machine as a revenue source.

Motion by Baldyga, supported by Johnston, to approve Resolution 19-56 approving the purchase of an asphalt crack sealing machine for the Department of Public Works.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 19-57 to authorize the Mayor to sign the Joint Funding Agreement with the U.S. Geological Survey for the operation of the Streamgaging Station. This is required as part of the City's Federal Energy Regulatory Commission (FERC) license to

operate the hydroelectric plant. The new agreement will be for the period of October 1, 2019 to September 30, 2020 in the amount of \$7,850.00.

Motion by VanSlambrouck, supported by Baldyga, to approve Resolution 19-57 approving, authorizing, and directing the Mayor to sign the Joint Funding Agreement for the operation of a Streamgaging Station.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 19-58 to authorize the Mayor and City Clerk to sign a License Agreement to permit holding a Haunted House at the Red Mill.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 19-58 approving, authorizing, and directing the Mayor and City Clerk to sign a License Agreement to permit holding a Haunted House at the Red Mill.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

Motion by Baldyga, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on September 3, 2019, payment of invoices in the amount of \$183,884.79 and payroll in the amount of \$118,885.73 for a total of \$302,770.52. Purchase orders to Municipal Code Corporation for an estimated amount of \$5,219.00 for Supplement No. 3 to the City's Code of Ordinances and MC Power for an estimated amount of \$10,000.00 to upgrade the electrical lines along W. Grand River Ave. were also included.

Yeas: Baldyga, Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman commended Portland Public Schools for the work done to improve safety at the schools in the pickup and drop-off areas.

Under Council Member Comments, Mayor Barnes presented the schedule of events for the Sesquicentennial Celebration to be held this weekend, Friday, September 20 through, Sunday, September 22, 2019.

Mayor Barnes noted that the Friends of the Red Mill honored Rosemary Neller and Madeline Frank for their years of commitment to establishing and managing the Farmers Market in Portland.

Mayor Pro-Tem VanSlambrouck noted the VFW will host an Eagle Scout project and dedication on Saturday, September 28, 2019 at 11:00 A.M. at the VFW. The Eagle Scout project was the construction of a firepit to dispose of U.S. flags appropriately.

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

Meeting adjourned at 7:53 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the September 16, 2019 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 Member Fitzsimmons, Baldyga, and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Thomas

Presentation – Mayor Barnes presented the 2019 Constitution Week Proclamation.

Approval of Resolution 19-56 approving the purchase of an asphalt crack sealing machine for the Department of Public Works.

All in favor. Adopted.

Approval of Resolution 19-57 approving, authorizing, and directing the Mayor to sign the Joint Funding Agreement for the operation of a Streamgaging Station.

All in favor. Adopted.

Approval of Resolution 19-58 approving, authorizing, and directing the Mayor and City Clerk to sign a License Agreement to permit holding a Haunted House at the Red Mill.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:53 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
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMB	234.75
STAR THOMAS	01654	SEPT CELL PHONE REIMB - POLICE	40.00
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	8,876.00
CENTURYLINK	01567	PHONE SERVICES - GEN, WATER, WW, MP, ELECT	2.57
WOW! INTERNET-CABLE PHONE	02132	INTERNET - MP	15.00
AB LOCK AND SAFE INC.	00713	5 KEYS - CITY HALL	72.10
BERTMAN TOOLS LLC	02430	GREEN NITRATE GLOVES - WATER	22.15
CULLIGAN	02130	WATER FOR CITY HALL- GEN	13.00
AUTOMATED BUSINESS EQUIPMENT	00027	SEALING SOL, POST LABELS - GEN	65.00
MUZZALL GRAPHICS	00326	MONEY ENVELOPES - ELEC, WATER, WW	543.03
WOW! INTERNET-CABLE PHONE	02132	INTERNET - POLICE, AMB, COMM PROMO	603.70
ELHORN ENGINEERING	00139	EL-CHLOR CARBOY ETC - WATER	492.50
NYE UNIFORM CO.	00338	CHEVRONS - POLICE	7.00
GALL'S LLC	00159	BIKE PATROL SHORTS/POLO - POLICE	80.15
HOMETOWN SPORTS, INC.	01326	CARRY EMB - POLICE	15.00
HOMETOWN SPORTS, INC.	01326	VINYL EMB - POLICE	30.00
LITE'S PLUS	00243	6 LIGHT BULBS - POLICE	23.70
FIRST ADVANTAGE OCCUPATIONAL HEALTH	02603	CLINIC COLLECT ROD SMITH - WATER	133.76
MUNICIPAL SUPPLY CO.	00324	RED MARKING PAINT - ELECTRIC	120.00
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	314.15
CULLIGAN	02130	WATER - CEM	7.00
SLICK SHIRTS SCREEN PRINTING	02003	SOFTBALL SHIRTS - REC	191.50
S&K TROPHIES AND PLAQUES	00401	SOFTBALL TROPHIES - REC	64.00
MOYER CONSTRUCTION	00316	SIDEWALK REPAIR ELM/GRAPE - COMM PROMO	630.00
SLICK SHIRTS SCREEN PRINTING	02003	FLAG FOOTBALL SHIRTS - REC	332.50
STEVE'S METER SERVICE	00442	NEW METER FOR PHS PRESS BOX - ELECTRIC	325.00
USA TODAY NETWORK	02501	AUG COUNCIL MEETINGS SYNOPSIS - GEN	232.00
UNITED STATES GEOLOGICAL SURVEY	02212	STREAM GAUGE GR - ELECTRIC	7,850.00
MUNICIPAL SUPPLY CO.	00324	PARTS FOR BYPASS BOOSTER PUMP - WW	116.45
USA BLUEBOOK	01850	PARTS FOR THICKENER BOOSTER PUMP - WW	331.33
USA BLUEBOOK	01850	PARTS FOR THICKENER BOOSTER PUMP - WW	450.35

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
FHC-FRANKLIN HOLWERDA COMPANY	MISC	REPLACE THERMO ON WASTE GAS BURNER - WW	2,500.00
JOHN DEERE FINANCIAL	01818	VAR SUPPLIES - VAR DEPTS	505.72
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMB	499.81
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMB	492.47
POWER LINE SUPPLY COMPANY	00389	BUCKET STEP FIBERGLASS - ELECTRIC	184.00
STATE OF MICHIGAN	00428	QUAL ASSURE ASSESS - AMB	550.80
ANDREW KEUSCH	MISC	IMPACT DRIVER, CHARGERS, SEARCHLIGHT - ELECTRIC	425.00
MICHAEL R. KLUCK & ASSOCIATES	02405	AUG LEGAL SERVICE - POLICE	984.76
SLC METER LLC	02286	3" SHORT BODY METER - WATER	4,322.47
AMS INC HEATING & COOLING	02355	RADIANT HEATERS FOR WARE HOUSE - ELECTRIC, COUN	12,000.00
PRAETORIAN DIGITAL	MISC	POLICEONE SUBSCRIP - POLICE	288.00
LITE'S PLUS	00243	LIGHT BULBS - COMM PROMO	31.90
GRAND LEDGE FORD	02579	TUBE, PLUNGER - MP	46.31
DORNBOS SIGN, INC.	00067	PARKING SIGNS - COMM PROMO	361.90
DORNBOS SIGN, INC.	00067	SIGNAGE HARDWARE - COMM PROMO	186.00
DORNBOS SIGN, INC.	00067	SIGNAGE HARDWARE - COMM PROMO	74.40
CONSUMERS ENERGY	00095	GAS - PARKS	17.07
TRI CARE	MISC	REIM FOR OVER PAY OF AMB RUN - AMB	91.90
CRYSTAL MORGAN PLLC	02555	LEHMAN MTT- ASSESSOR	39.00
ETNA SUPPLY COMPANY	00146	PVC FOR CHARTER SLUDGE THICKENER - WW	146.10
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET DAM- PARKS	100.00
GRP ENGINEERING INC.	01994	ENG SERVICE - ELECTRIC	766.40
FERGUSON WATERWORKS	02558	5/8X 3/4 METER RESETTER - WATER	400.14
KEUSCH SUPER SERVICE	00228	TIE RODS/SWAY BAR - POLICE	430.65
WMCJTC	01911	TASER INSTRUCTOR/TRAINING - POLICE	100.00
KATHY'S CLEANING	01684	CLEANING SERVICES - CITY HALL	720.00
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	580.64
TIM KRIZOV	01897	WATER PROOF BOOTS CLOTHING ALLOW - WW	217.30
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	175.97
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	170.27
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	19.55

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - WW	162.11
CONSUMERS ENERGY	00095	GAS SERVICE - WW	15.65
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	14.55
CONSUMERS ENERGY	00095	GAS SERVICE - MP	14.55
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	16.77
POWER LINE SUPPLY COMPANY	00389	LFEP215TFECA03AT ELBOW FUSED - ELECTRIC	4,605.12
MICHIGAN MUNICIPAL ELECTRIC AS	00283	CONFERENCE REGISTRATION - ELECTRIC	275.00
GREG COOK BUILDERS	02529	PAINT LAMP POSTS SPLIT WITH DDA - COMM PROMO	7,233.45
FLEIS & VANDENBRINK	00153	SAFE ROUTES TO SCHOOL - MAJ/LOCAL STS	12,896.96
MOYER CONSTRUCTION	00316	SIDEWALK - COMM PROMO	2,920.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	OPERATIONS & MAINTENANCE - WW	153.50
FLEIS & VANDENBRINK	00153	GENERAL ENGINEERING SERV - GEN	1,071.24
KRISTINA KINDE	02352	CONTRACT SERV AUD PREP - GEN	700.00
FLEIS & VANDENBRINK	00153	SYSTEM EVALUATION - ELECTRIC	1,113.50
FLEIS & VANDENBRINK	00153	BRIDGE INSPECTION - MAJ STS	800.00
FLEIS & VANDENBRINK	00153	DIV HWY BRIDGE FEAS STUDY - MAJ STS	3,861.33
IONIA COUNTY ECONOMIC ALLIANCE	00205	2019-2020 PLEDGE - ECON DEV	1,460.00
ALICE ZIMMERMAN	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	50.00
KENNETH SCHRAUBEN	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	15.00
PLEUNE SERVICE COMPANY INC.	00741	BOILER INSPECTION - WW	400.00
MIRECS	01928	SUBSCRIPTION FEE - ELECTRIC	20.51
SUSAN SNELLENBERGER	MISC	RED MILL PAV DEP REFUND - GEN FUND	100.00
CHRIS TEACHOUT	02604	REIM CDL LIC SOM - ELECTRIC	76.31
BEACON ATHLETICS	01242	BALL FIELD BASES - PARKS	214.60
FAMILY FARM & HOME	01972	ZIP TIES, STAKES - PARKS	39.86
SLICK SHIRTS SCREEN PRINTING	02003	FLAG FOOTBALL SHIRTS - REC	61.75
SLICK SHIRTS SCREEN PRINTING	02003	ADULT SB TOURN CHAMP SHIRTS - REC	171.25
FOSTER BLUE WATER OIL, LLC	02301	GAS TANK REFILL - PARKS, CEM	390.44
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - PARKS, CEM	292.87
TIM GROENHOF	01919	TRAINING MEALS - POLICE	10.60
BRENT LISTERMAN	02519	TRAINING MEALS - POLICE	10.76

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
STAR THOMAS	01654	UPS EVIDENCE TO LAB - POLICE	4.39
MCFADDEN LAW OFFICE PLLC	02299	SEPT LEGAL SERVICE - POLICE	126.50
GRANGER	00175	GRANGER CONTAINER SERV - CEM, PARKS, MP	374.26
GRANGER	00175	GRANGER CONTAINER SERV - CEM, PARKS, MP	374.26
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENTAL - AMB	289.65
NUTRIGRO ENVIRONMENTAL SOLUTIONS	02605	LAND APPLICATION OF BIOSOLIDS - WWTR	13,380.00
MINDY TOLAN	01228	CONFERENCE EXP - GEN	562.83
ED FILTER	00540	OFFICIAL - REC	96.00
BRIAN RUSSELL	00593	OFFICIAL - REC	192.00
ED MOFFATT	00580	OFFICIAL - REC	48.00
ISSAC HONSOWITZ	02573	OFFICIAL - REC	60.00
SHANE COOK	02511	OFFICIAL - REC	32.00
OWEN RUSSELL	02249	OFFICIAL - REC	48.00
KATELYN RUSSELL	02457	OFFICIAL - REC	32.00
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMB	303.00
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMB	498.54
CITY OF PORTLAND- PETTY CASH	00701	MITA MEETING, POSTAGE, MISC- VAR DEPTS	421.11
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR/PARTS - CITY HALL	779.00
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - MP	254.03
HYDROCORP	02340	INSPECTION & REPORTING SVCS - WATER	499.00
SPARROW OCCUPATIONAL HEALTH-LANSIN	00340	PRE-EMPLOYMENT PHYSICAL - AMB	278.00
MI MUNICIPAL TREASURERS ASSN	00290	MEMBERSHIP RENEWAL - GEN	75.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	OCT SERVICES - WW	9,473.33
PORTLAND AREA FIRE AUTHORITY	02128	2ND QTR FIRE SERV - COMM PROMO	29,960.00
SANTANDER LEASING LLC	02479	3RD LEASE PYMT SNOW PLOW - MP	31,931.35
DICKINSON WRIGHT PLLC	02244	LEGAL SERVICE - GEN, CODE	342.00
Total:			\$179,264.15

**BI-WEEKLY
WAGE REPORT
September 23, 2019**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	9,612.36	64,751.12	2,063.68	16,015.46	11,676.04	80,766.58
ASSESSOR	927.30	6,873.25	70.93	525.80	998.23	7,399.05
CEMETERY	4,519.46	31,189.38	439.40	6,911.62	4,958.86	38,101.00
POLICE	14,426.52	100,782.07	2,890.54	21,883.92	17,317.06	122,665.99
CODE ENFORCEMENT	653.47	4,753.31	91.47	1,006.13	744.94	5,759.44
PARKS	3,123.17	27,182.19	315.29	3,466.72	3,438.46	30,648.91
INCOME TAX	2,030.87	14,194.38	673.36	4,670.84	2,704.23	18,865.22
MAJOR STREETS	2,643.32	22,861.91	574.99	8,225.56	3,218.31	31,087.47
LOCAL STREETS	3,179.04	23,636.59	720.57	9,128.31	3,899.61	32,764.90
RECREATION	281.94	12,069.43	35.99	1,981.81	317.93	14,051.24
AMBULANCE	12,144.04	87,037.49	2,889.09	17,134.07	15,033.13	104,171.56
DDA	2,233.21	18,099.18	322.05	2,841.49	2,555.26	20,940.67
ELECTRIC	18,970.99	123,710.50	3,535.37	31,457.69	22,506.36	155,168.19
WASTEWATER	6,383.90	46,865.00	1,101.64	12,242.70	7,485.54	59,107.70
WATER	5,529.47	36,915.85	1,463.63	11,385.57	6,993.10	48,301.42
MOTOR POOL	1,979.98	12,746.29	151.47	3,800.84	2,131.45	16,547.13
TOTALS:	88,639.04	633,667.94	17,339.47	152,678.53	105,978.51	786,346.47

**BI-WEEKLY
WAGE REPORT
October 7, 2019**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	8,926.81	73,677.93	2,948.12	18,963.58	11,874.93	92,641.51
ASSESSOR	941.79	7,815.04	72.06	597.86	1,013.85	8,412.90
CEMETERY	4,246.62	35,436.00	1,684.65	8,596.27	5,931.27	44,032.27
POLICE	13,870.80	114,652.87	3,761.62	25,645.54	17,632.42	140,298.41
CODE ENFORCEMENT	653.47	5,406.78	197.85	1,203.98	851.32	6,610.76
PARKS	3,184.47	30,366.66	559.70	4,026.42	3,744.17	34,393.08
INCOME TAX	2,030.85	16,225.23	797.61	5,468.45	2,828.46	21,693.68
MAJOR STREETS	4,273.30	27,135.21	3,034.47	11,260.03	7,307.77	38,395.24
LOCAL STREETS	2,167.51	25,804.10	1,317.99	10,446.30	3,485.50	36,250.40
RECREATION	281.94	12,351.37	89.18	2,070.99	371.12	14,422.36
AMBULANCE	14,709.08	101,746.57	2,974.15	20,108.22	17,683.23	121,854.79
DDA	2,512.47	20,611.65	520.47	3,361.96	3,032.94	23,973.61
ELECTRIC	18,465.30	142,175.80	6,455.42	37,913.11	24,920.72	180,088.91
WASTEWATER	6,934.33	53,799.33	2,556.26	14,798.96	9,490.59	68,598.29
WATER	6,003.30	42,919.15	2,765.30	14,150.87	8,768.60	57,070.02
MOTOR POOL	1,063.08	13,809.37	579.35	4,380.19	1,642.43	18,189.56
TOTALS:	90,265.12	723,933.06	30,314.20	182,992.73	120,579.32	906,925.79

GREG COOK BUILDERS

699 W. PARMETER RD.
 IONIA, MI 48846
 (616) 527-2626

Tina - 902-9392

Customer's Order No. _____ Phone No. 517-647-5027 Date 9-6 2019

Name City of Portland / D.D. A

Address City Hall Portland MI

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION				PRICE	AMOUNT
	Labor on washing, grinding, Scraping, prime and painting					
	15-Lights on Charlotte Hwy					
	Labor 15 X 210 ⁰⁰ per light				=	3150 ⁰⁰
	Materials 15 X 23 ³⁴ per Light				=	350 ⁰¹
					total =	3500 ⁰¹
	28-Lights on Canal and Market					
	Labor 28 X 210 ⁰⁰ per Light				=	5880 ⁰⁰
	Materials on 28 X 23 ³⁴				=	653 ⁵²
					total =	6533 ⁵²
					TAX	
	Grand total Labor + Materials				TOTAL	10,033 ⁵³

All claims and returned goods MUST be accompanied by this bill.

Rec'd by _____

248.275.938.000

DDA - 12 @ \$233.34 = \$2800.08

101 101 938 000

City 31 @ \$233.34 = \$7,233.45

10,033.53



Portland Police Department

Star Thomas, *Chief of Police*

July 9, 2019

To: Tutt Gorman, City Manager
Re: Purchase of 2020 Ford Police Interceptor

Mr. Gorman,

In January of 2019, a patrol car was on assignment on I-96 when it was damaged in a crash; that patrol car was deemed a "total loss" by Meadowbrook Insurance Company. Meadowbrook has explained that replacement of the car and internal/external accessories will be paid out up to \$41,000. An initial payment in the amount of \$16,839.43 has been received by the City, and the second payment will be paid via reimbursement.

Signature Ford, dealer in Government and Fleet Sales, is requesting a signed letter of our intent to purchase and purchase order regarding the replacement of the patrol car; that letter and purchase order has been attached, and I'm requesting permission to proceed with the purchase.

Sincerely,

A handwritten signature in cursive script that reads "Star Thomas".

Star Thomas
Chief of Police



Portland Police Department

Star Thomas, Chief of Police

July 9, 2019

To: Bill Campbell, Signature Ford
Re: Purchase of 2020 Ford Police Interceptor

Dear Mr. Campbell,

Please consider this letter as confirmation of The City of Portland / Portland Police Department's intent to purchase a 2020 Ford Police Interceptor Utility AWD for \$33,874.00 from Signature Ford. Details of the equipment are outlined in the attached "Macomb County Bid Price" selection form.

Sincerely,

A handwritten signature in cursive script that reads "Star Thomas".

Star Thomas
Chief of Police

Macomb County Bid Price
(Bid #21-18, MY2020) in the
State of Michigan
2020 Utility Police Interceptor
Major Standard Equipment

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine – V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed)
- Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed)
- Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H7 AGM Battery (800 CCA/80-amp)
- Lithium-Ion Battery Pack
- Suspension – independent front & rear
- Transmission – 10-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding MIC
- Door Handles – Black (MIC)
- Exhaust True Dual (down-turned)
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
- Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
- Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
- Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
- Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
- Power
- Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)

INTERIOR/COMFORT (continued)

- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
- Overhead Console
- Red/White Task Lighting in Overhead Console
- 3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closeout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
- 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
- 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
- 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
- AM/FM / MP3 Capable / Clock / 4-speakers
- Bluetooth® interface
- 4.2" Color LCD Screen Center-Stack "Smart Display"
- Note: Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Ford Modem and complimentary 2-year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper Wipers – Front

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Police Interceptor Utility Base Prices

<input checked="" type="checkbox"/>	Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A	\$31,544.00
<input type="checkbox"/>	Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A	\$35,356.00
<input type="checkbox"/>	Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A	\$34,659.00

Payment Terms: Net 10 days

VEHICLE BRAND AND MODEL: Ford Utility Police Interceptor

BID PRICE EXPIRES: TBD.

Subject to change without notice by Ford Motor Company

<u>VEHICLE COLOR: Order Code</u>	<u>Interior Trim Color</u>	
	<u>Charcoal Black (96)</u>	
Arizona Beige Clearcoat Metallic	[E3]	[]
Medium Brown Metallic	[BU]	[]
Dark Toreador Red Clearcoat Metallic	[JL]	[]
Dark Blue	[LK]	[x]
Norsea Blue Clearcoat Metallic	[KR]	[]
Royal Blue	[LM]	[]
Light Blue Metallic	[LN]	[]
Vermillion Red	[E4]	[]
Smokestone Clearcoat Metallic	[HG]	[]
Silver Grey Metallic	[TN]	[]
Iconic Silver Clearcoat Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White Clearcoat	[YZ]	[]
Blue Metallic	[FT]	[]
Sterling Grey Metallic	[UJ]	[]
Medium Titanium Clearcoat Metallic	[YG]	[]
Ultra Blue (Extra Cost Paint \$870)	[21U17]	[]

INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats

	<u>Code</u>	<u>\$Cost</u>
<input type="checkbox"/> 1st and 2nd row carpet floor covering	16C	125.00
<input type="checkbox"/> 2nd Row Cloth Seats	F6/ 88F	60.00
<input type="checkbox"/> Power passenger seat (6-way) w/manual recline and lumbar	87P	325.00
<input type="checkbox"/> Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	45.00
<input checked="" type="checkbox"/> <u>Interior Upgrade Package</u>	65U	390.00

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats – Rear
- Center Floor Console less shifter w/unique Police console finish plate
- Includes Console and Top Plate with 2 cup holders
- Floor Mats, front and rear (carpeted)
- Deletes the standard console mounting plate (85D)
- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - AppLink®
 - 911 Assist®

Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms.

Lamps/Lighting

<input checked="" type="checkbox"/> Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
<input type="checkbox"/> Daytime Running Lamps	942	45.00
<input type="checkbox"/> Side Marker Lights in Skull Caps	63B/60A	340.00
<input type="checkbox"/> Rear Quarter Glass Side Marker Lights	63L	575.00
<input type="checkbox"/> Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
<input type="checkbox"/> Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)	43A	395.00
<input type="checkbox"/> Front Interior Windshield Warning Lights (Red/Blue with take down)	96W	1145.00
<input type="checkbox"/> Rear Spoiler Traffic Warning Light	96T	1495.00

[] Dome Lamp – Red/White in Cargo Area	17T	50.00
[x] Pre-wiring for grille lamp, siren, and speaker	60A	50.00
[x] Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	395.00
[] Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
[] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
[] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	665.00
Body		
[] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[] Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	85.00
[] Deflector Plate	76D	335.00
Wheels		
[] Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
[] 18" Painted Aluminum Wheel	64E	475.00
Misc		
[] Engine Block Heater	41H	90.00
[] License Plate Bracket – Front	153	N/C
[] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	300.00
[x] Aux Air Conditioning	17A	610.00
[x] Noise Suppression Bonds (Ground Straps)	60R	100.00
[] Rear Bumper Step Pad	16Y	95.00
[] My Speed Fleet Management	43S	60.00
Audio/Video		
[x] Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror)	87R	N/C
Note: This option would replace the camera that comes standard in the 4" center stack area.		
[] Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	230.00
Doors/Windows		
[x] Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****	18D	N/C
[] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable	52P	160.00
[x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.	68G	75.00
[x] Lock system; Single Key/All Vehicles Keyed Alike	59B	50.00
Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D		
Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G		
Keyed Alike 1111x= 59J		
Safety & Security		
[] Ballistic Door Panels – Driver Front Door Only (Level 3)	90D	1585.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 3)	90E	3170.00
[] Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2415.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
[] BLIS® – Blind Spot Monitoring with Cross Traffic Alert	55B/54Z	545.00
[] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	675.00
[] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	145.00
[x] Mirrors– Heated, Non BLIS	549	60.00
[] Lockable Gas Cap for Easy Fuel Capless Fuel-Filler	19L	20.00
[] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	593/55F	460.00
[x] Remote Keyless Entry w/4 Key Fobs (w/o Keypad)	55F	340.00
[] Police Engine Idle Feature	47A	260.00
[] Extra Key \$6.00x___ =	Parts	6.00 ea
[] Remote Starter (Must Order Keyless Entry 55F)	Parts	550.00
[x] Reverse Sensing	76R	275.00
[] Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	80.00
[x] H8 AGM Battery (900 CCA/92-amp)	19K	110.00
[] Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	245.00

<p>[] Front Headlamp Lighting Solution</p> <ul style="list-style-type: none"> • Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included. Controller "not" included <p>Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)</p>	<p>66A</p>	<p>895.00</p>
<p>[x] Police Wire Harness Connector Kit – Front/Rear</p> <p>For connectivity to Ford PI Package solutions includes:</p> <ul style="list-style-type: none"> • Front <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector <p>Note: Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com</p>	<p>67V</p>	<p>185.00</p>
<p>[x] Tail lamp/Police Interceptor Housing Only</p> <ul style="list-style-type: none"> • Pre-existing holes with standard twist lock sealed capability (does not include LED Strobe lights) (eliminates need to drill housing assemblies) <p>Note: Not available with options: 66B and 67H</p>	<p>86T</p>	<p>60.00</p>
<p>[] Tail Lamp Lighting Solution</p> <ul style="list-style-type: none"> • Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side Warning lights in taillamps • LED lights only. Wiring, controller "not" included <p>Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)</p>	<p>66B</p>	<p>430.00</p>
<p>[] Rear Lighting Solution</p> <ul style="list-style-type: none"> • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included <p>Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)</p>	<p>66C</p>	<p>455.00</p>
<p>[] Ultimate Wiring Package</p> <ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller – Recommend Police Wire Harness Connector Kit 67V <p>Note: Not available with options: 65U, 67H</p>	<p>67U</p>	<p>560.00</p>

[] **Ready for the Road Package All-in Complete Package** 67H 3595.00

All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus

- Whelen Cencom Light Controller Head with dimmable backlight
- Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails
- High current pigtail
- Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue) and harness
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)

Note: Not available with options: 66A, 66B, 66C, 67U and 65U

Total Price \$33,874.00 ea

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

Held on Monday, August 26, 2019
In Council Chambers at City Hall

Members Present: Gorman, Barnes, Madarang, Briggs, Williamson, Abel, Antaya

Members Absent: Grimminck

Staff: DDA Director ConnerWellman; City Clerk Miller

Guests: Mike Judd

Vice Chair Abel called the meeting to order at 7:02 P.M.

There was no public comment.

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

All in favor. Adopted.

Motion by Madarang, supported by Williamson, to approve the minutes of the July 29, 2019 meeting as presented.

All in favor. Adopted.

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

All in favor. Adopted.

Under Team Reports, Mayor Barnes reported the Organization & Finance Team stated that Beerfest on the Bridge went very well and noted that planning continues for the Sesquicentennial celebration in September.

Member Williamson stated that Promotions & Marketing Team has also been working on planning for the Sesquicentennial celebration and that letters regarding the reinstatement of 2-hour parking in the downtown are being mailed today.

Nothing to report from the Business Enhancement Team.

Under the Design Team Report, Member Briggs stated they are evaluating the potential splash pad project and whether to move forward with or without grant approval.

Under Old Business, Director ConnerWellman noted that volunteers are still need for promotion of Sesquicentennial at the Red Mill Community Days.

Director ConnerWellman stated that letters were mailed to property owners, business owners, and renters regarding the reinstatement of 2-hour parking in the downtown.

City Manager Gorman noted that this change was approved by the DDA subcommittees, the DDA board and the City Council in order to facilitate commercial activity.

City Manager Gorman stated that letters regarding the relocation of trash receptacles from the west side of the 100 block of Kent St. to Scout Park will be mailed soon.

There was discussion.

Under New Business, Director ConnerWellman stated the Board needs to schedule a planning session for the upcoming 18-months of projects for June 2020 through June 2021.

There was discussion.

Director ConnerWellman noted that volunteers are still needed for the Sesquicentennial Celebration. She is looking for all DDA board members and Council members to volunteer.

Director ConnerWellman provided a report from Dana Hengesbach on the VISTA program. Business workshops will be coming soon.

Under the Director Report, Director ConnerWellman provided updates on business and property in the DDA District along with other projects, recent activities, and community events. Certified letters have been sent to the Michigan Main Street Program, as well as the National Main Street Center in regard to graduation from their programs. No communication has been received back from them.

Director ConnerWellman stated that she is working closely with the City on 2-hour parking enforcement, relocation of trash and recycling receptacles, and awareness and enforcement of the International Property Maintenance Code in the interest of improving standards for property owners and potential investors.

City Manager Gorman provided additional development updates in the community.

Under Board Member Comments, Mayor Barnes stated that he is supportive of following through on the Code Ordinance as enforcement of current ordinances needs to take place.

Mayor Barnes thanked Director ConnerWellman for all of her hard work; she is doing a great job.

Motion by Madarang, supported by Williamson, to adjourn the meeting at 7:44 P.M.
All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

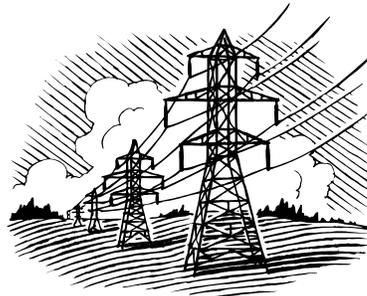
September 1, 2019
August 1-31, 2019

HYDRO GENERATION	147,921		
DIESEL PRODUCTION	0		
Kwh Purchased	3,577,397	Amount Paid	\$ 191,694.91
Total Kwh Purchased	3,725,318	Total Dollars Paid	\$ 191,694.91

Kwh Billed		Dollars Billed	
Residential	1,866,392	PCA Billed	\$ 25,438.68
Commercial	815,614	Residential	\$ 192,212.70
Large General	750,240	Residential EO Charge	\$ 3,354.29
City St. Lites Metered	21,057	Geothermal Discount	\$ -
St. Lites Unmetered		Commercial	\$ 85,688.04
Rental Lights		Commercial/LG EO Charge	\$ 2,479.38
Demand	2,327	Large General	\$ 52,000.91
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 1,808.88
		St. Lights Unmetered	\$ 1,543.05
Total Kwh Billed	3,455,630	Rental Lights	\$ 246.97
		Demand	\$ 13,671.43
Arrears after billing	\$ 17,312.51	Tax	\$ 14,586.24
Penalties Added	\$ 2,796.11		
Arrears end of month	\$ 34,996.47	Total Dollars Billed	\$ 393,048.97
Fuel Cost Billed	\$ 35,614.78		
Amount Collected	\$ 401,993.10	Power Cost Adj.	.00741
Total Adjustments	\$ 3,056.03		

Residential Customers	2,239
Commercial Customers	337
Large General	15
Total Customers	2,591

09/03/19



CITY OF PORTLAND
August-19

WATER DEPARTMENT REPORT

MONTH	Aug-19	PERIOD COVERED	Aug 1-31, 2019
Customers Billed		Penalties Added	\$ 399.48
City	1,880	Dollars Collected	\$ 58,878.24
Rural	24	Arrears at end of Month	\$ 5,792.27
Total Customers	1,904	Adjustments	\$ 513.22
		Gallons Pumped	13,849,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	11,363,221		\$ 58,987.55
Rural	207,229		\$ 1,978.76
Total	<u>11,570,450</u>		<u>\$ 60,966.31</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,800	Dollars Billed	\$79,251.27
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 79,251.27

Penalties Added	\$ 609.31
Dollars Collected	\$ 80,759.63
Arrears at end of Month	\$ 8,220.21
Adjustments	\$ 914.70
Gallons Treated per Million	10.935



City Of Portland
Water Department
Monthly Water Report
September 2019

Monthly Water Production

Daily Water Production

Well #4 7,273,000 Gallons
Well #5 0 Gallons
Well #6 3,404,000 Gallons
Well #7 45,000 Gallons

Well #4 242,434 Gallons
Well #5 0 Gallons
Well #6 113,467 Gallons
Well #7 1,500 Gallons

Daily Average Water Production for All Wells

357,401 Gallons

Total Water Production for the Month

10,686,000 Gallons

Total Water Production for the Previous Month

13,849,000 Gallons

Total Production decreased by

3,163,000 Gallons

Total Production for This Month from the Previous Year

13,317,900 Gallons

Total Production decreased by

2,631,900 Gallons

Rodney D. Smith Jr.
Water Technician

IONIA COUNTY BOARD OF COMMISSIONERS

September 24, 2019 -7:00 p.m.

Board of Commissioners Room
Ionia County Administrative Building
101 W Main St. Ionia MI

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 per diem and mileage
 - C. Approve payment of General Fund payroll and accounts payable for the month of
 - D. August 2019 - \$233,164.04
 - E. Approve payment of Health Fund bills - \$127,324.56 Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
 - A. Approval of PA 116's:
 - 1. 19-007-FA
 - 2. 19-008-FA
 - 3. 19-009-FA
 - B. Appointments:
 - 1. Commission on Aging Board – Two three-year appointments
 - 2. Board of Canvassers – Two four-year appointments - one representative from Republican Party, one representative from the Democrat Party
 - 3. Substance Use Disorder Oversight Policy Board – One three-year appointment

VIII. New Business

- A. Road Commission Public Hearing
- B. Mid-State Health Network SUD Agreement
- C. Michigan Indigent Defense Grant Contract Amendment
- D. Ratify signature on resolution for Diane Adams
- E. 2019-2022 Resource Recovery Agreement
- E. 2020 Budget Discussion

IX. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. Board of Commissioners report
- C. County Administrator

X. Reports of Special or Ad Hoc Committees

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

XII. Closed Session

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- 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, serving as a Member-at-Large from the Lyons Area. One two-year term serving from Ionia County Road Commission.
- West Michigan Regional Planning Commission – Two one-year terms, expired December 2018.
- Tax Advisory Board – One –one year term expiring 2020
- Commission on Aging Board – one – three year term expiring September 2020
- Central Dispatch Board – one – three year term, expired January 2019
- Facilities Committee – one – three year term, expires January 2020

Appointments for consideration in the month of September 2019:

- Commission on Aging Board – Two three-year appointments
- SUD Board – One three-year appointment

Appointments for consideration in the month of October 2019:

- Board of Canvassers two four-year appointments
- Construction Board of Appeals four two-year appointments
- Department of Human Services Board one three-year appointment

Appointments for Consideration in the month of November 2019: None

IONIA COUNTY BOARD OF COMMISSIONERS

October 8, 2019 -3:00 p.m.

**Board of Commissioners Room
Ionia County Administrative Building
101 W Main St. Ionia MI**

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.

VII. Unfinished Business

- A.

VIII. New Business

- A. 2020 Budget Hearing
- B. Adopt 2020 Budget Resolution
- C. MOU for Short Term Emergency Shelters for Emergency Management
- D. Request to fill (2) Deputy Positions at Sheriff's Office
- E. Canteen Services Contract Agreement
- F. 2020 Area Agency on Aging of West Michigan Contract Agreement
- G. Acknowledgement of Applications for Appointment
 - 1. Department of Human Services – One three-year term
 - 2. Construction Board of Appeals – Four two-year terms
- H. Request to fill Deputy Clerk Position at Friend of the Court
- I.

IX. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. Board of Commissioners report
- C. County Administrator

X. Reports of Special or Ad Hoc Committees

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

XII. Closed Session

- A. Executive Session to review and discuss attorney-client privileged opinion pursuant to MCL 15.268(h)

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, serving as a Member-at-Large from the Lyons Area. One two-year term serving from Ionia County Road Commission.
- West Michigan Regional Planning Commission – Two one-year terms, expired December 2018.
- Tax Advisory Board – One –one year term expiring 2020
- Commission on Aging Board – one – three year term expiring September 2020
- Central Dispatch Board – one – three year term, expired January 2019
- Facilities Committee – one – three year term, expires January 2020

Appointments for consideration in the month of November 2019: None

Appointments for consideration in the month of December 2019:

- **Central Dispatch Board of Directors** – Four - two-year terms
- **Substance Abuse Initiative** – Four - two-year terms
- **West Michigan Regional Planning Commission** – One - one –year term
- **WMRPC Comprehensive Economic Development Strategy Committee** – One – one-year term

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20618**

- Consumers Energy Company requests Michigan Public Service Commission for a Certificate of Public Convenience and Necessity to Construct and Operate the 36-inch Mid-Michigan Pipeline between Ovid Township in Clinton County and the Chelsea Interchange Sylvan Township in Washtenaw County, Michigan.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: **Friday, October 11, 2019, at 9:30 AM**

BEFORE: **Administrative Law Judge Sharon Feldman**

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

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) August 23, 2019 application requesting the Commission to approve the following: 1) authority to construct and operate a 36-inch outside diameter pipeline to replace the existing Line 100A Pipeline between Consumers Energy's Ovid Valve Site in Section 16, T7N, R1W, Ovid Township in Clinton County, and the Chelsea Interchange in Section 24, T2S, R3E, Sylvan Township in Washtenaw County (Mid-Michigan Pipeline). The Mid-Michigan Pipeline will be approximately 55.8 miles in length; 2) determine that the proposed Mid-Michigan Pipeline when constructed and in operation will serve the convenience and necessities of the public and issue an appropriate order authorizing Consumers Energy to construct and operate the proposed Mid-Michigan Pipeline; 3) the route of the proposed Mid-Michigan Pipeline and map showing the route, subject, however, to such changes in location as Consumers Energy may find necessary upon actual construction; 4) the type of construction proposed by Consumers Energy for the proposed Mid-Michigan Pipeline; and 5) other relief.

All documents filed in this case shall be submitted electronically through the Commission's

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by October 4, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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

Jurisdiction is pursuant to 1929 PA 9, as amended, MCL 483.101 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 165, as amended, MCL 483.151 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

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

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20483**

- Consumers Energy Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2018.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: Friday, October 11, 2019 at 10:00 AM

BEFORE: Administrative Law Judge Sally Wallace

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

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) July 1, 2019 application requesting the Commission to: 1) determine that Consumers Energy's 2018 Renewable Energy (RE) cost reconciliation is reasonable and meets all relevant requirements under Act 295, as amended; 2) reconcile the revenues recorded and the allowance for the non-volumetric revenue recovery mechanism with the amounts actually expensed and projected according to Consumers Energy's plan for compliance, including: (i) making a determination of Consumers Energy's compliance with the RE standards, and (ii) adopting the proposed change in transfer price methodology for Consumer Energy-owned facilities; 3) establish a price per megawatt hour for renewable energy and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through the power supply cost recovery clause of \$76.50 per megawatt hour; 4) utilize surplus Energy Waste Reduction Credits from 2018 to offset future renewable energy requirements; and 5) other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by October 4, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

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

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC AND GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20372**

- Consumers Energy Company requests that the Michigan Public Service Commission approve of its 2020-2023 Energy Waste Reduction plan.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: Wednesday, October 2, 2019, at 9:00 AM BEFORE:

Administrative Law Judge Sally Wallace

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

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) August 1, 2019 application requesting the Commission to approve: 1) Consumers Energy's proposed 2020-2023 Energy Waste Reduction (EWR) Plan proposing for electric: approximately \$137.3 million in 2020, \$157.2 million in 2021, \$161.5 million in 2022, and \$164.4 million in 2023, and for natural gas: approximately \$67.1 million in 2020, \$66.4 million in 2021, \$67.7 million in 2022, and \$69.2 million in 2023; 2) the requested 2020-2023 EWR Plan natural gas and electric surcharges; 3) the requested accounting authority described to roll forward any unspent funds into future approved EWR plans, and to pull back up to 5% of the following year's total electric and gas budget to be invested in the then-current year, if needed; 4) issuance of the tariff sheets; 5) Consumers Energy's EWR incentive proposal; and 6) other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 25, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

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