



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

7:00 P.M. Monday, June 1, 2020

City Council Chambers and

Via Virtual Zoom Meeting ID# 833 5405 9697

Pursuant to Michigan Governor's Executive Orders 2020-15 and 2020-21

<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>	Decision
7:02 PM	III. <u>Acceptance of Agenda</u>	
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:10 PM	V. <u>City Manager Report</u>	
	VI. <u>Presentations</u> – None	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:25 PM	A. Proposed Resolution 20-35 a Resolution of Intent to Sell Surplus Real Property Owned by the City	Decision
7:28 PM	B. Proposed Resolution 20-36 Approving the Revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) and Approving, Authorizing, and Directing the City Manager to Sign Same	Decision
7:30 PM	C. Proposed Resolution 20-37 Approving and Adopting the Proposed Revisions to the City of Portland Employee Handbook	Decision
7:32 PM	D. Proposed Resolution 20-38 Approving the Purchase of a 2017 Tymo Street Sweeper for the Department of Public Works (DPW)	Decision
7:35 PM	E. Proposed Resolution 20-39 to Opt Out of the Low-Income Energy Assistance Fund Created by Public Act 95 of 2013	Decision
7:38 PM	F. Proposed Resolution 20-40 Approving, Authorizing, and Directing the City Manager to Sign a Contract with AT&T for Telephone Service	Decision
7:40 PM	G. Proposed Resolution 20-41 Approving, Authorizing, and Directing the Mayor and Clerk to Sign MDOT Contract No. 20-5244 Related to the Grand River Avenue Bridge Improvement Project	Decision
7:42 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting on May 18, 2020	
	B. Payment of Invoices in the Amount of \$261,701.55 and Payroll in the Amount of \$148,339.62 for a Total of \$410,041.17	
	C. Purchase Orders over \$5,000.00 - None	

<u>Estimated Time</u>		<u>Desired Outcome</u>
	XI. <u>Communications</u> A. Kathy Parsons Board & Commissions Application B. Charles Carr Board & Commissions Application C. Ted Alberta Board & Commissions Application D. Jim Sandborn Board & Commissions Application E. DDA Minutes for February 24, 2020 F. Ionia County Board of Commissioners Agenda for May 26, 2020 G. Utility Billing Reports for April 2020	
7:45 PM	XII. <u>Other Business</u> - None	
7:50 PM	XIII. <u>City Manager Comments</u>	
7:55 PM	XIV. <u>Council Comments</u>	
8:00 PM	XV. <u>Adjournment</u>	Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 20-35

**A RESOLUTION OF INTENT TO SELL
SURPLUS REAL PROPERTY OWNED BY THE CITY**

WHEREAS, the City has acquired the property listed on the attached Exhibit A from Ionia County after tax foreclosure by way of quitclaim deed recorded at the Ionia County Register of Deeds, Liber 0622 – Page 7640 attached as Exhibit B; and

WHEREAS, staff has reviewed the property listed on the attached Exhibit A and determined that it is no longer needed for public or corporate purposes pursuant to Section 2-201 of the Portland City Code and is recommending that it be offered for sale; and

WHEREAS, Section 11.3(b) of the Portland City Charter provides as follows:

- (b) The City shall not have power to purchase, sell or dispose of any real estate unless:
 - (1) In case of sale, there shall be two published notices of intent to sell prior to the adoption of a resolution for sale or disposal;
 - (2) Such action is approved by the affirmative vote of at last [least] four members of the Council, and unless;
 - (3) In the case of real estate owned by it, the resolution authorizing the sale, lease, or disposal thereof shall be completed in the manner in which it is finally passed and has remained with the Clerk for public inspection for ten days before the final adoption or passage thereof.

and

WHEREAS, the City Manager recommends that the City Council approve offering the property on the attached Exhibit A for sale as surplus real estate owned by the City.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council has determined that the property on the attached Exhibit A is surplus real estate owned by the City and no longer needed for public or corporate purposes that may be offered for sale.
2. The City Council authorizes and directs the City Manager to publish two Notices of Intent to sell the surplus property listed on the attached Exhibit A and take necessary steps to identify a potential buyer.

3. The City Council authorizes and directs the City Manager to prepare a proposed resolution authorizing the sale to an appropriate buyer and file it with the City Clerk for public inspection ten days prior to submitting said resolution for consideration of final adoption.

3. 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: June 1, 2020

Monique I. Miller, City Clerk

PORTLAND CITY 2019



34-300-075-000-005-55
CITY OF PORTLAND
111 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-65
CITY OF PORTLAND
221 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-56
CITY OF PORTLAND
121 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-66
CITY OF PORTLAND
231 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-57
CITY OF PORTLAND
131 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-67
CITY OF PORTLAND
241 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-58
CITY OF PORTLAND
141 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-59
CITY OF PORTLAND
151 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-60
CITY OF PORTLAND
161 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-61
CITY OF PORTLAND
171 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-62
CITY OF PORTLAND
181 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-63
CITY OF PORTLAND
191 LIBERTY LANE
PORTLAND, MI 48875

34-300-075-000-005-64
CITY OF PORTLAND
211 LIBERTY LANE
PORTLAND, MI 48875

.300-075-000-005-55 thur 67

QUIT CLAIM DEED

The Grantor(s) Nancy Hickey, Ionia County Treasurer

whose address is: 100 Main St., Courthouse, Ste#121, Ionia, MI 48846-1696

convey and quit claims to: City of Portland

whose address is: %City Hall, 259 Kent St., Portland, MI 48875

Real Estate situated in the City of Portland, County of Ionia and State of Michigan, described as follows, to wit:

UNITS 55 THRU 67 CHERRY HILL ESTATES CONDOMINIUM, CITY OF PORTLAND, IONIA COUNTY, MICHIGAN (see attached survey).

More commonly known as:

Tax Parcel # 34-300-075-000-005-55 thru 34-300-075-000-005-67

For the consideration of \$ None

Subject to easements and building and use restrictions of record.

Dated: January 24, 2012

Signed by:

Nancy Hickey
Nancy Hickey, Ionia County Treasurer

State of Michigan
County of Ionia

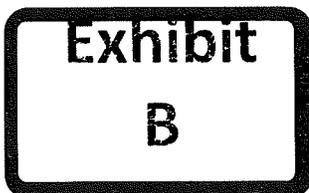
The foregoing instrument was acknowledged before me this 24th day of January, 2012 by Nancy Hickey, Ionia County Treasurer.

Judith A Clark
Judith A Clark Notary Public
Ionia County, Michigan
My commission expires: 6/9/17

DRAFTED BY:
Nancy Hickey
Ionia County Treasurer
100 Main St., Ste #121
Ionia, MI 48846

JUDITH A. CLARK
Notary Public - Ionia Co., MI
My Commission Expires June 9, 2017
Acting in the County of Ionia

Return to:
Ionia County Treasurer



subsequent tax bills to: (if applicable):
of Portland

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 20-36

A RESOLUTION APPROVING THE REVISED MERS HYBRID PLAN ADOPTION AGREEMENTS (BENEFIT PROGRAM HA/HB/HC) AND APPROVING, AUTHORIZING, AND DIRECTING THE CITY MANAGER TO SIGN SAME

WHEREAS, the City has reformed its pension plan for all employees hired after July 1, 2010 so that new hires will with be placed in a MERS Hybrid Pension with a 1% Defined Benefit (DB) pension multiplier that cannot be increased and a Defined Contribution portion that requires new hires to contribute 3% of their wages to the Defined Contribution (DC) pension portion; and

WHEREAS, the Employer's DB and DC combined pension contribution is capped at 7% and if the DB portion costs less than 7%, then the Employer will contribute the difference to the employees DC portion; and

WHEREAS, MERS requires the approval of the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) by City Council, a copy of which is attached as Exhibit A, for the DC portion of the pension. A memorandum from Treasurer, Mindy Tolan is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC), a copy of which is attached as Exhibit A, and approves, authorizes, and directs the City Manager to sign same.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: June 1, 2020

Monique I. Miller, City Clerk

MERS Hybrid Plan Adoption Agreement



1184 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.700.9707

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # _____ and/or current Defined Contribution division # _____

Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).

B. If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HA), the effective date shall be the first day of July, 2020. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is to **separate employees** from an existing Hybrid division
(existing division number(s) _____)

into a new Hybrid division, the effective date shall be the first day of _____, 20____.

MERS Hybrid Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days
- An employee shall work _____ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.
The probationary period will be _____ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.
The temporary exclusion period will be _____ month(s).

IV. Provisions

Employer Caps

Employer hereby elects to cap the total annual contribution to _____% of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to _____% of compensation

MERS Hybrid Plan Adoption Agreement

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits
 - F55/25

Hybrid – Defined Contribution Component Provisions

- 1. Vesting (Check one):
 - Immediate
 - Cliff Vesting (fully vested after below number years of service)
 - 1 year 2 years 3 years 4 years 5 years
 - Graded Vesting
 - _____ % after 1 year of service
 - _____ % after 2 years of service
 - _____ % after 3 years of service (min 25%)
 - _____ % after 4 years of service (min 50%)
 - _____ % after 5 years of service (min 75%)
 - _____ % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which _____ hours are worked

In the event of disability or death, a participant’s (or his/her beneficiary’s) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions

- a. Will be remitted
 - Weekly Bi-Weekly Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	2.38%						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

*7.00% max - 6.77% Employer rate in DB portion of Hybrid

MERS Hybrid Plan Adoption Agreement

3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

MERS Hybrid Plan Adoption Agreement

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the 1 day of June, 2020.
(Name of Approving Employer)

Authorized signature: _____

Title: City Manager

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mers-mich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # _____ and/or current Defined Contribution division # _____

Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).

B. If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HB), the effective date shall be the first day of July, 2020. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is to **separate employees** from an existing Hybrid division (existing division number(s) _____) into a new Hybrid division, the effective date shall be the first day of _____, 20____.

MERS Hybrid Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days
- An employee shall work _____ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.
The probationary period will be _____ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.
The temporary exclusion period will be _____ month(s).

IV. Provisions

Employer Caps

Employer hereby elects to cap the total annual contribution to _____% of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to _____% of compensation

MERS Hybrid Plan Adoption Agreement

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits
 - F55/25

Hybrid – Defined Contribution Component Provisions

- 1. Vesting (Check one):
 - Immediate
 - Cliff Vesting (fully vested after below number years of service)
 - 1 year 2 years 3 years 4 years 5 years
 - Graded Vesting
 - _____ % after 1 year of service
 - _____ % after 2 years of service
 - _____ % after 3 years of service (min 25%)
 - _____ % after 4 years of service (min 50%)
 - _____ % after 5 years of service (min 75%)
 - 100 % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which _____ hours are worked

In the event of disability or death, a participant’s (or his/her beneficiary’s) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions

- a. Will be remitted
 - Weekly Bi-Weekly Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	2.23%						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

*7.00% max - 2.44% Employer rate in DB portion of Hybrid

MERS Hybrid Plan Adoption Agreement

3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

MERS Hybrid Plan Adoption Agreement

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the 1 day of June, 2020.
(Name of Approving Employer)

Authorized signature: _____

Title: City Manager

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mers-michigan.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

<p><input type="checkbox"/> This municipality or division is new to MERS, so vesting credit prior to the initial MERS effective date by each eligible participant shall be credited as follows (choose one):</p> <ul style="list-style-type: none"><input type="checkbox"/> Vesting credit from date of hire<input type="checkbox"/> No vesting credit <p><input type="checkbox"/> This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.</p> <ul style="list-style-type: none"><input type="checkbox"/> This division is for new hires, rehires, and transfers of current Defined Benefit division # _____ and/or current Defined Contribution division # _____<input type="checkbox"/> Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).<input type="checkbox"/> The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).
--

B. If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HC), the effective date shall be the first day of July, 2020. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is to **separate employees** from an existing Hybrid division (existing division number(s) _____) into a new Hybrid division, the effective date shall be the first day of _____, 20__.

MERS Hybrid Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days
- An employee shall work _____ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.
The probationary period will be _____ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.
The temporary exclusion period will be _____ month(s).

IV. Provisions

Employer Caps

Employer hereby elects to cap the total annual contribution to _____% of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to _____% of compensation

MERS Hybrid Plan Adoption Agreement

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits
 - F55/25

Hybrid – Defined Contribution Component Provisions

1. Vesting (Check one):
- Immediate
 - Cliff Vesting (fully vested after below number years of service)
 - 1 year 2 years 3 years 4 years 5 years
 - Graded Vesting
 - _____ % after 1 year of service
 - _____ % after 2 years of service
 - _____ % after 3 years of service (min 25%)
 - _____ % after 4 years of service (min 50%)
 - _____ % after 5 years of service (min 75%)
 - 100 % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which _____ hours are worked

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions

- a. Will be remitted
 - Weekly Bi-Weekly Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	2.29%						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

*7.00% max - 5.12% Employer rate in DB portion of Hybrid

MERS Hybrid Plan Adoption Agreement

3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. Loans: shall be permitted shall not be permitted

If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

MERS Hybrid Plan Adoption Agreement

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the 1 day of June, 2020.
(Name of Approving Employer)

Authorized signature: _____

Title: City Manager

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



MEMORANDUM

TO: S. Tutt Gorman, City Manager
FROM: Mindy Tolan, Treasurer
DATE: 6/1/2020
RE: Revised Hybrid Adoption Agreement

The City of Portland has adopted a MERS Hybrid Pension where the Employer's DB (Defined Benefit) and DC (Defined contribution) combined pension contribution is capped at 7%. Since the DB costs have changed and will be effective July 1, 2020, for the Police Union, GELC, and the Non Union divisions; the employer DC contribution percent will change.

That said, MERS requires the approval of the revised Hybrid Agreements. The employer rate for the Police (HA), employer portion is changing from 6.28% (DB) and .72% (DC), to 4.62% DB and 2.38% DC. The employer rate for the nonunion (HB), employer portion is changing from 4.78% DB and 2.22% DC, to 4.77% DB and 2.23% DC. The G.E.L.C. (HC) division employer portion is changing from 5.02% (DB) and 1.98% (DC), to 4.71% DB and 2.29% DC.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 20-37

**A RESOLUTION APPROVING AND ADOPTING THE PROPOSED REVISIONS
TO THE CITY OF PORTLAND EMPLOYEE HANDBOOK**

WHEREAS, the City adopted its current employee handbook on January 18, 2016; and

WHEREAS, during the course of administering the provisions of the handbook, city staff will note areas that require fine-tuning and revising; and

WHEREAS, City staff recommends the following revisions to the handbook:

- 1.) Page 12 – add the word “Full-time”
- 2.) Page 15 – add the sentence “Effective July 1, 2020, employees may cash-out up to 80 hours of their vacation time during the year (12-month period based on the employee’s anniversary hire date).”

WHEREAS, the above referenced proposed revisions are attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves and adopts the proposed revisions as stated above and 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: June 1, 2020

Monique I. Miller, City Clerk

An employee eligible for sick leave with pay may use such leave for the following: (1) Absence due to illness, surgery, or operation in the employee's immediate family which is limited to husbands, wives, children, and parents; (2) Absence to act as pallbearers; (3) Absence due to illness, surgery, or operation of the employee.

Only the sick leave record kept by the City Office shall be considered official. These records may be reviewed by the employee and any question as to the accuracy of this record shall be subject to the Complaint Procedure. Unless otherwise covered by the Family Medical Leave Act or other applicable law, all sick leaves must be requested in writing to the Department Head who will deliver said request to the City Office so that the official record can be updated.

Sick leave is a benefit to be used according to the above requirements and is not to be converted to cash upon death, retirement, or termination.

Full-time employees may, at his or her option, at the end of each fiscal year cash in one-half (1/2) of his unused sick leave earned during that fiscal year. The employee must notify the City of his election to cash in sick days prior to June 1 of each year.

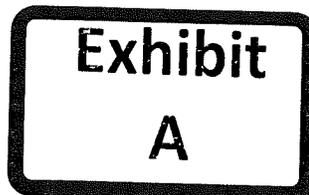
EXTENDED PERSONAL LEAVE

Employees may be granted up to a six (6) months personal leave of absence without pay upon approval of the City Manager. This leave does/does not include leave time under the Family Medical Leave Act. Extensions of personal leave time beyond the six (6) months may be granted as a reasonable accommodation under the Americans with Disabilities Act or Michigan's Persons with Disabilities Civil Rights Act or as otherwise required by law. Requests for personal leave shall be in writing, signed by the employee, and given to the City Manager. Such requests shall state the reason for such leave. The City Manager reserves the right to request documentation supporting the need for a personal leave including medical documentation. Granting of the leave and the duration of the leave is solely at the discretion of the City Manager unless otherwise required by law. Approval of leave must be in writing signed by the City Manager. Employees cannot take such a leave of absence for the purpose of obtaining other employment, and an employee who takes other employment shall be considered a voluntary quit unless the other employment is agreed to by the City Manager in writing.

FUNERAL LEAVE

An employee shall be granted up to five (5) consecutive calendar days (40 hours for Ambulance personnel) paid leave to attend the funeral or to attend to personal family matters when death occurs in the employee's immediate family. An employee who loses work from their regularly scheduled hours shall receive their regular base wages for such lost time for the funeral leave. "Immediate family" shall mean the employee's spouse, child, parent, parent of spouse, brother, sister, grandchild, grandparent, or dependent or relative living in the employee's household. An employee shall be granted an additional two (2) paid days (16 hours for Ambulance personnel) if it is necessary for the employee to travel a distance of five hundred (500) miles to attend the funeral.

An employee shall be granted one-half (1/2) day (4 hours for Ambulance personnel) off with pay to act as a pallbearer if the employee is scheduled to work on the day of the funeral.



VACATION

Employees shall be granted a vacation with pay in accordance with the following schedule:

From 1 year to 5 years	10 days per year (80 hrs.)
From 5 years to 10 years	15 days per year (120 hrs.)
10 years plus	20 days per year (160 hrs.)

(Ambulance Only Schedule)

From 1 year to 5 years	120 hrs.
From 5 years to 10 years	180 hrs.
10 years plus	240 hrs.

Employees hired prior to July 1, 1998 shall be given a maximum of 25 vacation days for service of 15 years and over.

Vacation time may be taken in half hour periods. Employees separated from the City shall be paid at their normal base wage or salary rate for their unused vacation, except that employees separated during their probationary period will not be entitled to any vacation pay. Employees hired after September 1, 1998 shall not be entitled to a vacation payout upon separation in excess of one hundred and sixty (160) hours.

Employees may schedule time off for their vacations during the twelve (12) months following the vacation determination date each year, provided that, in the opinion of the City, such time off does not unreasonably interfere with the efficient operation of the City and the City's obligation to the public in general.

Vacation schedules shall be arranged with the prior approval of the employee's supervisor at least five (5) workdays in advance if the length of the vacation is to be more than one (1) week. The supervisor shall be informed of any vacation of one (1) week or less in duration at least one (1) workday prior to the vacation. Exceptions may be made to the above notice requirements for good cause.

Employees shall be encouraged to take annual vacations. Employees must take at least a one-week (40 hours) vacation per year. **Effective July 1, 2020, employees may cash-out up to 80 hours of their vacation time during the year (12-month period based on the employee's anniversary hire date).** Such payment will be made prior to crediting new earned vacation hours. Employees may request payment of the above defined vacation accruals at times other than their anniversary date, and the City may approve payment at the option of the City.

Employees can roll over eighty (80) hours in the first pay period beginning on or after their anniversary date of hire.

Vacation pay will be computed at the employee's wage or salary rate at the time he/she takes his/her vacation.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 20-38

A RESOLUTION APPROVING THE PURCHASE OF A 2017 TYMCO 600 STREET SWEEPR FOR THE DEPARTMENT OF PUBLIC WORKS (DPW)

WHEREAS, the Department of Public Works (DPW) currently operates a 1999 Street Sweeper that has fallen into disrepair and needs to be replaced; and

WHEREAS, the DPW Foreman has sought bids and recommends that City Council approve the purchase of a 2017 Tymco 600 Street Sweeper for the amount of \$224,400.00, a copy of the quote is attached as Exhibit A; and

WHEREAS, this purchase will be financed for a seven (7) year term at 2.32% with annual payments approximately \$35,000.00 per year.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. City Council approves the purchase of a 2017 Tymco 600 Street Sweeper for the amount of \$224,400.00, a copy of the quote 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: June 1, 2020

Monique I. Miller, City Clerk

3901 Three Mile Road
Grand Rapids, MI 49506
www.fredricksonsupply.com



★ Quote

Date: 5/15/2020

To: City of Portland
Ken
451 Morse Dr
Portland, MI 48875

Ship to: SAME

Qty	Item #	Description	Price
1.00	Tymco 600	2017 Tymco 600	\$222,900.00
		AOD Water w/Washdown, Camera/Monitor System 1 rear 1 pickup head, Hydrant Wrench, Sweeper Deluge System, Pickup head with pressure deluge & Pickup head inlet, 2 gutter broom w/tilt, Hydraulic Shut-off valve, Abrasion Protection Package, Skid Bumper Extension Set 3", High Output Water System, Hand Hose w/Hydraulic Manhole Lift & Wireless Remote, PUH Curtain Lifter, Air Purge, Auto-Sweep Interrupt w/Overspeed Interrupt, 2 Drop Down Gutter Broom, Dump Switch in Cab, Stainless Hopper Assembly including Screen & High Capacity Dust Separator, Stainless Hopper Drain, Stainless Chip Screen, Stainless Bolt on Blower Housing, Removable Front Curtain Set	
1.00	International Chassis	2017 4300-DT 165" 2-Speed 11k Miles, 900 Hrs Options: 12" Parabolic Mirrors, LED Lights, Traffic Directing LED Lights, Air Horn, Bar Light - 12 Light LED, 2-Speed Rear Axle	
1.00	Freight + PDI	FOB Portland	\$1,500.00
Total			\$224,400.00

PREPARED BY:

Alex Pummill
616.648-5064
Alex@fredricksonsupply.com

APPROVED BY:





PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 20-39

A RESOLUTION TO OPT OUT OF THE LOW-INCOME ENERGY ASSISTANCE FUND CREATED BY PUBLIC ACT 95 OF 2013

WHEREAS, on July 1, 2013, the State of Michigan passed Public Act 95 (PA 95) that requires all electric utilities to charge up to \$0.99 per month on customer bills to raise revenue that would go into the Low-Income Energy Assistance Fund administered by the State to provide heating assistance to needy individuals; and

WHEREAS, City staff have projected that this could cost City Electric customers up to \$30,000 per year; and

WHEREAS, PA 95 provides that a municipally owned electric utility or a cooperative electric utility may annually opt out of collecting funds for the Low-Income Energy Assistance Fund and that a utility that opts out cannot shut off electricity to a residential customer from November 1 to April 15 for nonpayment of a delinquent account; and

WHEREAS, the City of Portland has previously adopted electric shut-off rules that protect low-income and senior citizens from electric shut-offs from November 1 to April 15 and that opting out of collecting funds for the Low-Income Energy Assistance Fund would extend protection from shut-offs during the heating season to all residential customers and not raise all customers rates by up to \$0.99 per month; and

WHEREAS, the City of Portland has opted out of this program since 2013.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the opting out of collecting funds for the Low-Income Energy Assistance Fund for the next year rather than raise all customers' electric bills by up to \$0.99 per month.
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: June 1, 2020

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 20-40

**A RESOLUTION APPROVING, AUTHORIZING, AND
DIRECTING THE CITY MANAGER TO SIGN A CONTRACT
WITH AT&T FOR TELEPHONE SERVICE**

WHEREAS, the City has 9 phone lines that it contracts services through AT&T; and

WHEREAS, City staff recommends that the City enter into a three-year contract with AT&T for \$23.00 per line for approximately \$7,452.00 over the three years, a savings of approximately \$10,368.00 from the previous three years, a copy of the contract is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes, and directs the City Manager to sign the proposed contract for local telephone service with AT&T, 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: June 1, 2020

Monique I. Miller, City Clerk



BUSINESS LOCAL CALLING ESSENTIALSSM
AT&T ILEC Confirmation Of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
PORTLAND CITY OF Street Address: 259 KENT City: PORTLAND State/Province: MI Zip Code: 48875 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Mindy Tolan Title: City Treasurer Street Address: 259 Kent St City: Portland State/Province: MI Zip Code: 48875 Country: USA Telephone: 517 647-2933 Fax: Email: citytreasurer@portland-michigan.org Customer Account Number or Master Account Number: 517 647 2938 938	Name: Jane Keltner Street Address: 262 Ottawa City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 779-230-6102 Fax: 770-346-3014 Email: pk1754@att.com Sales/Branch Manager: Don Wollweber SCVP Name: Sales Strata: LED Sales Region: West With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

Customer agrees to purchase the Service identified below in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.att.com/gen/public-affairs?pid=11695> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. "Service Publication" means a Tariff, Guidebook or Service Guide.

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The Effective Date of this CSO is the date signed by the last party.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

BUSINESS LOCAL CALLING ESSENTIALSSM
AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

Business Package ("Service")	Business Local Calling Essentials SM
------------------------------	---

Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

1.2 Service Description – Terms and Conditions

Identified for the Service in applicable Service Publication

1.3 Access Line Telephone Numbers

Listed on Attachment A

2. TERM and EFFECTIVE DATES

Term	36 Months
Term Start Date	the next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Term Start Date
Rates Following Termination or Expiration of Term	applicable Service Publication rates then in effect

3. RATES, QUANTITY and DISCOUNTS

3.1. Business Package Monthly Rates and Quantity Commitment

Service Components	Quantity Commitment (number of access lines)	Monthly Recurring Rate (MRR)
access line, Caller ID with Name and number, unlimited local usage and Hunting service	2 * (minimum of 2, maximum of 30)	\$ MI Lines 2-10, \$23.00/line
*no additions allowed under this CSO		

BUSINESS LOCAL CALLING ESSENTIALSSM
AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

3.2. Optional Service Components Discounts

(a) Central Office (C.O.) Optional Features

C.O. Optional Features	Percentage Off Service Publication Rates
Automatic Callback, Call Screening, Call Waiting, Remote Call Forwarding, Repeat Dialing, Multi Ring Service, Speed Calling 30, Call Waiting ID	30% (not applicable for Pay Per Use)

(b) FeatureLinkSM Service

FeatureLink Service	Credit Off Month-to-Month Rates
standard features	\$4.00

3.3 Waiver of Non-Recurring Charges (NRCs)

Waived NRCs (initial order only)
For Business Package Service Components (3.1) and C.O. Optional Features (3.2(a))

4. TERMINATION CHARGE

This CSO shall terminate upon reduction of access lines.

Main BTN State	Termination Charge*
IN, MI, OH, WI	50% x MRR x Quantity Commitment x months remaining in Term
IL	35% x MRR x Quantity Commitment x months remaining in Term
*does not apply in certain circumstances set forth in the Service Publication for this Service For 24 or 36 month Term only: Customer may cancel this CSO without incurring the termination liability charges within 90 days after Term Start Date.	

Attachment A follows

BUSINESS LOCAL CALLING ESSENTIALSSM
AT&T ILEC Confirmation Of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

ATTACHMENT A

ACCESS LINE TELEPHONE NUMBERS

(Service available for 2 to 30 access lines, per BTN. Number of lines must equal Quantity Commitment.)

	Area Code	Prefix	Line #	Customer Code
Billing Telephone Number (1 st Line #):	517	647	2938	938
2 nd Line #:	517	647	7303	n/a
3 rd Line #:				n/a
4 th Line #:				n/a
5 th Line #:				n/a
6 th Line #:				n/a
7 th Line #:				n/a
8 th Line #:				n/a
9 th Line #:				n/a
10 th Line #:				n/a
11 th Line #:				n/a
12 th Line #:				n/a
13 th Line #:				n/a
14 th Line #:				n/a
15 th Line #:				n/a
16 th Line #:				n/a
17 th Line #:				n/a
18 th Line #:				n/a
19 th Line #:				n/a
20 th Line #:				n/a
21 st Line #:				n/a
22 nd Line #:				n/a
23 rd Line #:				n/a
24 th Line #:				n/a
25 th Line #:				n/a
26 th Line #:				n/a
27 th Line #:				n/a
28 th Line #:				n/a
29 th Line #:				n/a
30 th Line #:				n/a



BUSINESS LOCAL CALLING ESSENTIALSSM
AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
PORTLAND CITY OF Street Address: 723 E GRAND RIVER AVE City: PORTLAND State/Province: MI Zip Code: 48875 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Mindy Tolan Title: City Treasurer Street Address: 259 Kent St City: Portland State/Province: MI Zip Code: 48875 Country: USA Telephone: 517 647-2933 Fax: Email: citytreasurer@portland-michigan.org Customer Account Number or Master Account Number: 517 647 2952 355	Name: Jane Keltner Street Address: 262 Ottawa City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 779-230-6102 Fax: 770-346-3014 Email: pk1754@att.com Sales/Branch Manager: Don Wollweber SCVP Name: Sales Strata: LED Sales Region: West With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

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Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
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BUSINESS LOCAL CALLING ESSENTIALSSM
AT&T ILEC Confirmation Of Service Order
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1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

Business Package ("Service")	Business Local Calling Essentials SM
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Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

1.2 Service Description – Terms and Conditions

Identified for the Service in applicable Service Publication

1.3 Access Line Telephone Numbers

Listed on Attachment A

2. TERM and EFFECTIVE DATES

Term	36 Months
Term Start Date	the next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Term Start Date
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3. RATES, QUANTITY and DISCOUNTS

3.1. Business Package Monthly Rates and Quantity Commitment

Service Components	Quantity Commitment (number of access lines)	Monthly Recurring Rate (MRR)
access line, Caller ID with Name and number, unlimited local usage and Hunting service	3 * (minimum of 2, maximum of 30)	\$ MI Lines 2-10, \$23.00/line
*no additions allowed under this CSO		

BUSINESS LOCAL CALLING ESSENTIALSSM
AT&T ILEC Confirmation Of Service Order
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3.2. Optional Service Components Discounts

(a) Central Office (C.O.) Optional Features

C.O. Optional Features	Percentage Off Service Publication Rates
Automatic Callback, Call Screening, Call Waiting, Remote Call Forwarding, Repeat Dialing, Multi Ring Service, Speed Calling 30, Call Waiting ID	30% (not applicable for Pay Per Use)

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Waived NRCs (initial order only)
For Business Package Service Components (3.1) and C.O. Optional Features (3.2(a))

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This CSO shall terminate upon reduction of access lines.

Main BTN State	Termination Charge*
IN, MI, OH, WI	$50\% \times \text{MRR} \times \text{Quantity Commitment} \times \text{months remaining in Term}$
IL	$35\% \times \text{MRR} \times \text{Quantity Commitment} \times \text{months remaining in Term}$
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Attachment A follows

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AT&T ILEC Confirmation Of Service Order
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ATTACHMENT A

ACCESS LINE TELEPHONE NUMBERS

(Service available for 2 to 30 access lines, per BTN. Number of lines must equal Quantity Commitment.)

	Area Code	Prefix	Line #	Customer Code
Billing Telephone Number (1 st Line #):	517	647	2952	355
2 nd Line #:	517	647	3208	n/a
3 rd Line #:	517	647	6912	n/a
4 th Line #:				n/a
5 th Line #:				n/a
6 th Line #:				n/a
7 th Line #:				n/a
8 th Line #:				n/a
9 th Line #:				n/a
10 th Line #:				n/a
11 th Line #:				n/a
12 th Line #:				n/a
13 th Line #:				n/a
14 th Line #:				n/a
15 th Line #:				n/a
16 th Line #:				n/a
17 th Line #:				n/a
18 th Line #:				n/a
19 th Line #:				n/a
20 th Line #:				n/a
21 st Line #:				n/a
22 nd Line #:				n/a
23 rd Line #:				n/a
24 th Line #:				n/a
25 th Line #:				n/a
26 th Line #:				n/a
27 th Line #:				n/a
28 th Line #:				n/a
29 th Line #:				n/a
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BUSINESS LOCAL CALLING ESSENTIALSSM
AT&T ILEC Confirmation Of Service Order
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Name: Mindy Tolan Title: City Treasurer Street Address: 259 Kent St City: Portland State/Province: MI Zip Code: 48875 Country: USA Telephone: 517 647-2933 Fax: Email: citytreasurer@portland-michigan.org Customer Account Number or Master Account Number: 517 647 2954 485	Name: Jane Keltner Street Address: 262 Ottawa City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 779-230-6102 Fax: 770-346-3014 Email: pk1754@att.com Sales/Branch Manager: Don Wollweber SCVP Name: Sales Strata: LED Sales Region: West With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
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BUSINESS LOCAL CALLING ESSENTIALSSM
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<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
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AT&T ILEC Confirmation Of Service Order
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ATTACHMENT A

ACCESS LINE TELEPHONE NUMBERS

(Service available for 2 to 30 access lines, per BTN. Number of lines must equal Quantity Commitment.)

	Area Code	Prefix	Line #	Customer Code
Billing Telephone Number (1 st Line #):	517	647	2954	485
2 nd Line #:	517	647	2948	n/a
3 rd Line #:	517	647	3214	n/a
4 th Line #:	517	647	6129	n/a
5 th Line #:				n/a
6 th Line #:				n/a
7 th Line #:				n/a
8 th Line #:				n/a
9 th Line #:				n/a
10 th Line #:				n/a
11 th Line #:				n/a
12 th Line #:				n/a
13 th Line #:				n/a
14 th Line #:				n/a
15 th Line #:				n/a
16 th Line #:				n/a
17 th Line #:				n/a
18 th Line #:				n/a
19 th Line #:				n/a
20 th Line #:				n/a
21 st Line #:				n/a
22 nd Line #:				n/a
23 rd Line #:				n/a
24 th Line #:				n/a
25 th Line #:				n/a
26 th Line #:				n/a
27 th Line #:				n/a
28 th Line #:				n/a
29 th Line #:				n/a
30 th Line #:				n/a

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 20-41

A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO SIGN MDOT CONTRACT No. 20-5244 RELATED TO THE GRAND RIVER AVENUE BRIDGE IMPROVEMENT PROJECT

WHEREAS, the City of Portland was awarded 95% funding through the MDOT Local Bridge Program to make improvements to the Grand River Avenue Bridge (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. 20-5244 related to the Grand River Avenue Bridge Improvement Project, 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: June 1, 2020

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 June 1, 2020, 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 1st day of June, 2020.

Monique I. Miller, City Clerk

LOCAL BRIDGE
NON FED

COM
Control Section MCS 34000
Job Number 202403CON
Structure # 4105
Contract No. 20-5244

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered 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 May 5, 2020, attached hereto and made a part hereof:

Rehabilitation work for the structure # 4105, which carries Grand River Avenue over the Grand River, Section 33, T06N, R05W, City of Portland, Ionia County, Michigan; including concrete approach pavement, joint replacement, beam repair, epoxy overlay, concrete surface coating, approach, and maintaining traffic work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to State 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 has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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 for 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.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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. 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.

5. The PROJECT COST shall be met in part by state Local Bridge Funds. The state Local Bridge Funds will be applied to the PROJECT COST in an amount equal to 95 percent of those PROJECT COSTS eligible for participation by such funds. The remaining 5 percent of the PROJECT COST, after deduction of state Local Bridge 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 paid by state Local Bridge Funds will 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 State 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 approaches being constructed as a part of the PROJECT.

8. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq.

The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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, if applicable, 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, if applicable, 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 the state Local Bridge Funds.

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 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 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 is assuming any liability, control or jurisdiction.

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

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT 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.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), 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; upon the adoption of the necessary resolution 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; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PORTLAND

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

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.

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, May 18, 2020

Via Zoom Meeting ID# 876 8728 8495

Pursuant to Michigan Governor's Executive Orders 2020-15 and 2020-21

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Member Fitzsimmons, Johnston and Sheehan; City Manager Gorman; Finance Officer Tolan; City Clerk Miller; DDA Director ConnerWellman

Guests: Kathy Parsons; Robert Lathers of The Beacon

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

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

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

There was no public comment.

Under City Manager Report, City Manager Gorman noted that the Pension Waiver Application submitted by the City of Portland was approved. The Protecting Local Government Retirement and Benefits Act was made law in 2017 to preserve public employee pension and healthcare benefits through the establishment of minimum funding levels. The Act requires that pensions meet a 60% funding level. The City of Portland was recently notified that its funding level through the Michigan Municipal Employee Retirement Systems is 59%. The City requested a waiver to establish a deficit elimination plan based on certain criteria. The City has already taken significant steps well before this legislation to address pension funding and is currently in year 3 of a 20-year plan to be fully funded.

City Manager Gorman suggested the next City Council meeting be held in the Council Chambers at City Hall. He noted that despite the pandemic the Council has been able to have in person meetings while meeting the social distancing requirements but has been doing its due diligence and meeting via Zoom instead.

The Council members concurred.

City Manager Gorman stated that City staff is all back to work. They are working a limited schedule in order to take advantage of the Federal Work Share Program. Taking advantage of this program is saving the City significant amount of money in wages.

City Manager Gorman further noted the Farmers Market plans to open in June and that as of this time the 4th of July fireworks will be held as scheduled. Due to the Governor’s Executive Orders the VFW will not hold the Memorial Day parade this year.

The Bridge Street Realignment Project was ahead of schedule but recent rains have caused some delay. The project is still on schedule.

Under New Business, the Council considered Resolution 20-30 to approve a proposal from Fleis & VandenBrink in the amount of \$10,000.00 to conduct a Water Reliability Study as required every 5 years per Public Act 399, the Safe Drinking Water Act. The last study done for the City of Portland was in 2015.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 20-30 approving a proposal from Fleis & VandenBrink to conduct a Water Reliability Study.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 20-31 to approve a proposal in the amount of \$68,400.00 to provide construction engineering services for the Grand River Avenue Small Urban Improvement Project.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 20-31 approving Fleis & VandenBrink’s proposal to provide construction engineering services for the Grand River Avenue Small Urban Improvement Project.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 20-32 to approve temporary benefit adjustments, as allowed by MERS, to the definition of a day of work/hours in a month to earn service credit and definition of compensation. The City has made some adjustments to staffing, including a reduction in hours, to maintain essential services and comply with the “Stay Home, Stay Safe” directive and the Families First Coronavirus Response Act.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 20-32 approving the temporary modification to benefit provisions and approving, authorizing, and directing the City Manager to sign same.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 20-33 to approve an agreement, for approximately \$5,000.00, with the Ionia County Road Department to perform work on Cutler Rd. between Grand River Avenue and the City limits.

Motion by Sheehan, supported by VanSlambrouck, to approve Resolution 20-33 approving an agreement between the City of Portland and the Ionia County Road Department to perform road work on Cutler Road between Grand River Avenue and the City limits.

Yeas: Sheehan, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 20-34 to revise Council Policy 77-1 concerning cemetery rules and regulations to update rates and clarify times for cemetery lot sales and arrangement notifications.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 20-34 to revise Council Policy 77-1 concerning cemetery rules and regulations.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on May 18, 2020, payment of invoices in the amount of \$83,028.80 and payroll in the amount of \$93,362.18 for a total of \$176,390.98. There were no purchase orders over \$5,000.00.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman noted that ConfluxCity Brewery and Fabiano's received grants in the amount of \$4,500 and \$7,500 through the Michigan Small Business Relief Program via The Right Place in Grand Rapids.

DDA Director ConnerWellman provided an update on Portland area businesses and how they are faring through the COVID-19 pandemic.

City Manager Gorman reminded residents to mow their lawns.

A 5K "Going the Social Distance" race sponsored by the Nazarene Church was held over the weekend of May 15th to the 17th. Participants ran independently and reported their own results.

City Manager Gorman stated there an incident that was reported as a fire in one of the City's electric vaults but was actually smoke produced by overheated wires while work was being done. This required a short outage while crews repaired the damage.

Under Council Comments, Mayor Pro-Tem VanSlambrouck stated the Portland Area Fire Authority met last week. They reviewed their budget and general purchases to be made.

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None
Adopted

Meeting adjourned at 7:44 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the May 18, 2020 City Council Meeting
Via Zoom Meeting ID# 876 8728 8495
Pursuant to Michigan Governor's Executive Orders 2020-15 and 2020-21

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, Johnston and Sheehan; City Manager Gorman; Finance Officer Tolan; City Clerk Miller; DDA Director ConnerWellman

Approval of Resolution 20-30 approving a proposal from Fleis & VandenBrink to conduct a Water Reliability Study.

All in favor. Adopted.

Approval of Resolution 20-31 approving Fleis & VandenBrink's proposal to provide construction engineering services for the Grand River Avenue Small Urban Improvement Project.

All in favor. Adopted.

Approval of Resolution 20-32 approving the temporary modification to benefit provisions and approving, authorizing, and directing the City Manager to sign same.

All in favor. Adopted.

Approval of Resolution 20-33 approving an agreement between the City of Portland and the Ionia County Road Department to perform road work on Cutler Road between Grand River Avenue and the City limits.

All in favor. Adopted.

Approval of Resolution 20-34 to revise Council Policy 77-1 concerning cemetery rules and regulations.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:44 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
INDEPENDENT BANK	00197	JUNE 2020 BOND PAYMENT - ELECTRIC	8,876.00
UPS	02587	SHIPPING - WW	11.78
BADER & SONS CO.	00031	SPINDLE HOUSING - ELECTRIC	74.20
WOLVERINE POWER SYSTEMS	02122	GENERATOR MAINTENCE - WW	982.34
WOLVERINE POWER SYSTEMS	02122	GENERATOR MAINTENCE - WW	790.00
WOLVERINE POWER SYSTEMS	02122	GENERATOR MAINT RIVERSIDE - WW	700.00
WOLVERINE POWER SYSTEMS	02122	GENERATOR MAINT CUTLER RD - WW	719.29
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET DAM - PARKS	100.00
MID-STATES BOLT & SCREW CO.	02607	NUTS/BOLTS - ELECTRIC	130.65
KENDALL ELECTRIC	00225	MECH CONN FOR ST LIGHT - ELECTRIC	636.52
KENDALL ELECTRIC	00225	COPPER WIRE - ELECTRIC	121.37
KENDALL ELECTRIC	00225	COPPER WIRE, ST LIGHT CONNECT - COMM PROMO	272.85
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	314.15
CULLIGAN	02130	WATER - CITY HALL	7.50
FAMILY FARM & HOME	01972	MINI VAC WATER PUMP - ELECTRIC	99.99
FAMILY FARM & HOME	01972	CONCRETE MIX - MP	31.98
RESCO	00392	DEAD END CAPS - ELECTRIC	2,293.08
FAMILY FARM & HOME	01972	GUY WIRE, TENSION PINS, DOWEL - ELECTRIC	18.78
RESCO	00392	MASK.GAITER, FR HI VIS - ELECTRIC	226.25
GRAINGER, INC.	00172	AIR SAFETY VALVE - MTR POOL	11.61
MUNICIPAL SUPPLY CO.	00324	TOP VALVE BOX EXTEN - WATER	109.00
MUNICIPAL SUPPLY CO.	00324	ELLIPTICAL FLANGE SET - WATER	85.00
MICHIGAN STATE POLICE	00275	SOR REGISTRATION - POLICE	30.00
PVS TECHNOLOGIES, INC.	02601	FERROUS CHLORIDE - WW	3,199.99
POLYDYNE INC.	02196	DRUM POLYMER - WW	628.79
NYE UNIFORM CO.	00338	GROENHOF SHIRTS - POLICE	326.96
NYE UNIFORM CO.	00338	LISTERMAN PANTS,SHIRTS - POLICE	319.96
NYE UNIFORM CO.	00338	KAUFFMAN PANTS/SHIRTS - POLICE	319.96
NYE UNIFORM CO.	00338	GOGGINS PANTS/SHIRTS - POLICE	239.97
NYE UNIFORM CO.	00338	SMITH PANTS/SHIRTS - POLICE	319.96
MOYER CONSTRUCTION	00316	SIDEWALK REPLACEMENT HILL/PLEASANT - LOC STS	700.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	45.48
KARA HOLZGEN	MISC	AMBULANCE RUN REFUND OVERPYMT - AMB	86.00
KENDALL ELECTRIC	00225	THIN COPPER WIRE PORT PROD BARN - ELECTRIC	1,904.51
NUTRIGRO ENVIRONMENTAL SOLUTIONS	02605	BIO SOLIDS LAND APPLICATION - WW	12,190.00
MUNICIPAL SUPPLY CO.	00324	5 1/4" VALVE BOX SEWER LID - WW	11.25
FAMILY FARM & HOME	01972	GLOVES - WATER	24.98
MUNICIPAL SUPPLY CO.	00324	CURB BOX EXTENSION - WATER	22.75
FLEIS & VANDENBRINK	00153	SAW GRANT DRAW 6 - WW	190,060.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	WWTP OPERATIONS - WW	190.00
MICHAEL R. KLUCK & ASSOCIATES	02405	LEGAL SERVICES -GEN	184.50
PRINTING ESSENTIALS	02204	NO CONTACT THERMOMETER - GEN	112.00
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	479.37
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	56.46
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	702.51
CONSUMERS ENERGY	00095	GAS SERVICE - WASTE WTR	301.69
CONSUMERS ENERGY	00095	GAS SERVICE - WW	19.31
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	43.44
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	117.94
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	28.72
AMERICAN WATER WORKS ASSOC.	00018	AWWA MEMEBERSHIP DUES 8/1/20-7-31-21 - WATER	83.00
KATHY'S CLEANING	01684	CLEANING SERVICES - CITY HALL	900.00
OTIS ELEVATOR	00970	ELEVATOR SERVICE CONTRACT - CITY HALL	614.22
DELANEY WASSMUS	MISC	REFUND UTILITY DEPOSIT - ELECTRIC	200.00
GFL ENVIRONMENTALSERVICES USA, INC	MISC	OIL FILTER DISPOSAL - COMM PROMO	90.00
ESI HEATING	01709	FURNACE REPAIR - MTR POOL	224.00
GRAINGER, INC.	00172	PRESSURE SWITCH - MTR POOL	125.55
FALCON ASPHALT REPAIR EQUIPMENT	02628	TUNE UP KIT - MTR POOL	272.48
MICHIGAN PAVING & MATERIALS CO.	02102	3.46 TONS ASPHALT - MAJ, LOC STS	193.76
MUNICIPAL SUPPLY CO.	00324	STRAW BLANKET/STAKES - WATER	65.00
MUNICIPAL SUPPLY CO.	00324	COMPRESS X MIP 90 NO LEAD - WATER	30.19
CONSUMERS CONCRETE CORPORATION	00094	CONCRETE BRICKS/BLOCKS - MAJ STS	87.10

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
BADER & SONS CO.	00031	NUT/WHEEL/AXEL - CEM, PARKS	168.01
MPARKS	00296	MEMBERSHIP RENEWAL JULY 20-21 - PARKS	370.00
CULLIGAN	02130	3 WATERS - POLICE	16.50
SPARROW OCCUPATIONAL HEALTH-LANSIN	00340	PRE EMPLOYMENT PHYSICALS SEASONAL - PARKS	423.00
WOLVERINE POWER SYSTEMS	02122	OIL/FILTER - WATER	790.00
WOLVERINE POWER SYSTEMS	02122	GENERATOR MAINTENCE REPAIRS - WATER	540.81
WOLVERINE POWER SYSTEMS	02122	GENERATOR MAINT WELL 4 - WATER	975.28
MICHIGAN MUNICIPAL WC FUND	00291	WORKER COMP POLICY 7/1/20-7/1/21 - VAR DEPTS	24,382.00
JOHN DEERE FINANCIAL	01818	VAR SUPPLIES - VAR DEPTS	1,286.96
CITY OF PORTLAND-PETTY CASH	00701	MILEAGE, POSTAGE, MISC - VAR DEPTS	300.85
POWER LINE SUPPLY COMPANY	00389	YELLOW TAGS/WIRE FOR TRANSFORMER - ELECTRIC	284.00
Total:			\$261,701.55

**BI-WEEKLY
WAGE REPORT
June 1, 2020**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	11,611.55	222,535.78	3,149.02	62,376.69	14,760.57	284,912.47
ASSESSOR	2,086.44	25,867.02	159.62	1,984.24	2,246.06	27,851.26
CEMETERY	7,066.25	79,335.12	1,915.58	19,748.55	8,981.83	99,083.67
POLICE	25,756.79	339,335.56	5,079.65	86,494.52	30,836.44	425,830.08
CODE ENFORCEMENT	1,045.53	16,907.95	228.88	3,682.48	1,274.41	20,590.43
PARKS	2,536.91	57,659.73	495.12	9,892.43	3,032.03	67,552.16
INCOME TAX	1,765.85	47,134.92	705.73	18,722.35	2,471.58	65,857.27
MAJOR STREETS	2,769.34	82,076.62	1,766.66	36,258.25	4,536.00	118,334.87
LOCAL STREETS	3,418.83	85,213.88	2,095.63	34,188.39	5,514.46	119,402.27
RECREATION	414.54	16,997.58	98.53	3,132.03	513.07	20,129.61
AMBULANCE	15,803.30	282,916.31	3,248.68	61,059.72	19,051.98	343,976.03
DDA	3,126.16	56,391.16	465.64	9,278.23	3,591.80	65,669.39
ELECTRIC	22,222.20	422,607.87	6,870.12	118,570.73	29,092.32	541,178.60
WASTEWATER	6,575.58	153,877.95	2,821.05	44,494.70	9,396.63	198,372.65
WATER	6,687.44	126,792.00	2,883.70	46,602.45	9,571.14	173,394.45
MOTOR POOL	2,500.50	42,828.53	968.80	12,739.74	3,469.30	55,568.27
TOTALS:	115,387.21	2,058,477.98	32,952.41	569,225.50	148,339.62	2,627,703.48

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 05/27/2020
MEETING DATE 06/01/2020

Fund	Description	Beginning Balance 5/15/2020	Total Cash in	Total Cash out	Cash Balance 05/27/2020	Time Certificates	Ending Balance 5/27/2020
101	GENERAL FUND	1,559,657.85	134,094.86	(113,294.84)	1,580,457.87	235,000.00	1,815,457.87
105	INCOME TAX FUND	177,857.03	13,192.00	(69,697.95)	121,351.08	10,000.00	131,351.08
150	CEMETERY PERPETUAL CARE FUND	57,047.51	-	-	57,047.51		57,047.51
202	MAJOR STREETS FUND	339,171.95	4,132.72	(18,759.53)	324,545.14		324,545.14
203	LOCAL STREETS FUND	173,302.55	5,230.96	(13,110.75)	165,422.76		165,422.76
208	RECREATION FUND	41,491.89	296.53	(2,210.17)	39,578.25		39,578.25
210	AMBULANCE FUND	(413.44)	16,785.81	(38,532.82)	(22,160.45)		(22,160.45)
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	536,015.30	2,084.36	(6,107.02)	531,992.64		531,992.64
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	(4,500.00)	-	-	(4,500.00)		(4,500.00)
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	248,597.94	-	-	248,597.94		248,597.94
520	REFUSE SERVICE FUND	13,542.48	9,201.54	(12,427.37)	10,316.65		10,316.65
582	ELECTRIC FUND	1,339,722.13	235,988.34	(193,960.56)	1,381,749.91	530,000.00	1,911,749.91
590	WASTEWATER FUND	50,068.22	85,038.28	(75,265.43)	59,841.07		59,841.07
591	WATER FUND	94,553.87	49,981.90	(36,871.67)	107,664.10	420,000.00	471,657.39
661	MOTOR POOL FUND	76,798.55	10,288.34	(13,717.06)	73,369.83		73,369.83
703	CURRENT TAX FUND	8,417.83	31,644.91	(31,644.91)	8,417.83		8,417.83
	TOTAL - ALL FUNDS	4,714,693.91	597,960.55	(625,600.08)	4,687,054.38	1,195,000.00	5,826,047.67
					ELECTRIC-RESTRICTED CASH	400,000.00	400,000.00
					ELECTRIC - MPPA MUNICIPAL TRUST	159,983.01	159,983.01
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	678,828.51	678,828.51
					ELECTRIC-PRIN & INT ESCROW	128,547.61	128,547.61
					WASTEWATER DEBT ESCROW	316,751.38	316,751.38
					WASTEWATER REPAIR ESCROW	142,188.92	142,188.92
					DDA-PRIN & INT ESCROW	501.77	501.77
					WATER BOND ESCROW	63,186.04	63,186.04
							8,016,034.91

*Customer Deposit Breakdown

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

Nikki Miller

From: noreply@civicplus.com
Sent: Tuesday, May 5, 2020 2:27 PM
To: Nikki Miller
Subject: Online Form Submittal: Board & Commission Application

Board & Commission Application

Name	Kathy Parsons
Date	2/3/1959
Address	310 Kent St Portland, MI 48875
Phone	517-647-4177
Email	kparsons@griderportland.com
Employer	Self-Employed
Employer Phone	517-647-4177
How long have you lived in the City of Portland?	19 years
Please mark your choice(s).	<i>Field not completed.</i>
If more than one please list them in order.	Portland Area Fire Authority
Please tell us your qualifications.	Experience on the Portland Area Fire Authority, 8 years. Experience in volunteering service in several aspects for the city, 19 years.
Are you a high school graduate?	Yes
Are you a college graduate?	No
List name of the college or university you attended and the level of degree earned.	<i>Field not completed.</i>
List your professional and work experience.	1978-79, Fire rater at Auto Owners Insurance Company, 1979-2001 Agent/Office Manager, A. A. Smith Insurance Agency, Lansing. 2001-Present Agent/Owner, Grider-Portland Agency, Portland.

List your community
activites, interests and
service.

Community volunteer, outdoor activities.

References (optional)

Field not completed.

File Attachment

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

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

Please print your responses

Date: May 21 2020

Name: CARR, Charles E.

Address: 324 S. East St.

Telephone No. [REDACTED]

E-mail address [REDACTED]

Employer GM Retiree

Telephone No. _____

How long have you lived in the City of Portland? 10-25-1946 = 73 yrs. 7 mo.

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

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

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

Education

P. H. S. grad. 6 of 1966
Portland Fire Dept. fire school
Some Collage

Are you a high school graduate?

Yes PHS 1966

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

GM Lansing Pt. 2 Maint. Dept. schooling
Safety School

Professional and work experience

GM Lansing Pt. 2 Maint. Dept. Just short of 30 yrs.
I helped to start Portland Tree Management Commission
November 12, 1983

Community activities, interests, and service

Worked at Portland IGA Foods 1962 to 1966
I was born in Portland (956 CARR ST.) 10-25-1946
Went to school in Portland
Portland Fire Dept
Portland Lions Club → Lyons-Muir Lions Club

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

Portland Boy Scouts
Portland Tree Manag. Comm. from the start
Portland St. Pat's Church
Nights of Columbus - Council 2168

I love trees

This is my town

Charles E. Caver
May 21 2020

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

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Please print your responses

Date: 5/26/2020

Name: TOD ALBERTA

Address: 8560 CHICORY LN

Telephone No. [REDACTED]

E-mail address: [REDACTED]

Employer PORTLAND PRODUCTS, INC. Telephone No. [REDACTED]

How long have you lived in the City of Portland? I DO NOT LIVE IN THE CITY OF PORTLAND, BUT DO LIVE IN PORTLAND TWP. AND WORK IN THE CITY.

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

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board - CURRENT MEMBER, SINCE DEC 2017
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

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

Education

Are you a high school graduate?

YES, PORTLAND HIGH SCHOOL

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

DAVENPORT COLLEGE, BACHELORS, BUSINESS
ADMINISTRATION

Professional and work experience

PRESIDENT & CEO OF PORTLAND PRODUCTS, INC.

Community activities, interests, and service

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

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

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

Please print your responses

Date: 5/24/20

Name: Jim Sandborn

Address: 901 MARSHALL ST

Telephone No. [REDACTED]

E-mail address [REDACTED]

Employer Retired Telephone No. _____

How long have you lived in the City of Portland? 4 yrs - Grew up here

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

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

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

Education

Are you a high school graduate? *yes*

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

M.A. Guidance & Counseling - N.M.U. Marquette MI
B.A. Education - " " "

Professional and work experience *38 years as a Counselor + Coach,*

[REDACTED]

[REDACTED]

Community activities, interests, and service

*Currently on PAMA Board. When I moved back to
Portland, I've wanted to give back to the community.
I've served on many committees and understand
the processes.*

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

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

Held on Monday, February 24, 2020
In Council Chambers at City Hall

Members Present: Grimminck, Abel, Antaya, Barnes, Madarang, Williamson

Members Absent: Gorman, Briggs

Staff: DDA Director ConnerWellman, City Clerk Miller

Guests: None

Chair Grimminck called the meeting to order at 7:00 P.M.

There was no public comment.

Motion by Barnes, supported by Madarang, to approve the agenda as presented.
All in favor. Adopted.

Motion by Abel, supported by Williamson, to approve the minutes of the January 27, 2020 meeting as presented.
All in favor. Adopted.

Motion by Williamson, supported by Madarang, to approve the Treasurer's Report as presented.
All in favor. Adopted.

Under Team Reports, Mayor Barnes noted everything is going well for the Organization & Finance Team.

Member Williamsons had nothing new to report for Promotions & Marketing.

Director ConnerWellman reported the Business Enhancement Team has announced its new Business Balance initiative.

Under the Design and Business Enhancement Team Report, Chair Grimminck stated there is nothing new to report at this time.

Under Old Business, Director ConnerWellman presented the proposed Budget for Fiscal Year 2020-2021 and stated that both teams and the DDA have reviewed it.

Director ConnerWellman stated the City Treasurer has proposed the DDA reimburse the City \$300.00/month for the time that City staff spends supporting the DDA. This expense is reflected in the proposed budget.

There was discussion.

Motion by Williamson, supported by Madarang, to approve the proposed budget for Fiscal Year 2020-2021.
All in favor. Adopted.

Under New Business, Director ConnerWellman presented a request to apply for the 2020 Beerfest on the Bridge Liquor License and to contract with Paul Starr to coordinate the event at the same rate as last year.

Motion by Barnes, supported by Madarang, to approve the request to apply for the 2020 Beerfest on the Bridge Liquor License.

All in favor. Adopted.

Motion by Barnes, supported by Madarang, to approve the request to contract with Paul Starr to coordinate the Beerfest on the Bridge at the same rate as last year.

All in favor. Adopted.

Director ConnerWellman stated the DDA has an opportunity to represent Portland to nearly 3,000 visitors at the iExpo at Ionia High School on Saturday, March 14, 2020. Volunteers are needed to assist at the event.

Director ConnerWellman presented the newly created Market Snapshot and Market Overview. These documents have been created to provide a quick overview of the community and its potential to investors. These documents will be posted on the website.

Under the Director Report, Director ConnerWellman stated the 3rd side of fencing is up at central trash and recycling location in the Downtown.

The DDA is still seeking bids for electricians and painters.

Director ConnerWellman stated that she is part of a group working to develop a DDA “peer group” of DDA’s within an hour drive of Grand Rapids. The group is planning to meet in Sparta in March and Portland in April.

Director ConnerWellman provided updates on business and property in the DDA District along with other projects, recent activities, and community events.

There were no Board Member Comments.

Motion by Madarang, supported by Abel, to adjourn the meeting at 7:35 P.M.

All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary



Ionia County Administration
Stephanie Fox, County Administrator
Courthouse, 101 West Main Street, Ionia, MI 48846
616.527.5300 Fax: 616.527.5380
sfox@ioniacounty.org

May 20, 2020

MEETING NOTICE
COUNTY OF IONIA
BOARD OF COMMISSIONERS
TUESDAY, May 26, 2020
7:00 PM

THIS MEETING WILL BE HELD ELECTRONICALLY

The Board of Commissioners of the County of Ionia will hold a Full Board meeting on Tuesday, May 26, 2020 at 7:00 p.m. This meeting will be held electronically pursuant to Open Meetings Act and Governor Whitmer's Executive Order 2020-75.

The public may participate in the meeting electronically and may make public comment through either of the following methods:

Connect to **Zoom** from your computer, tablet or smartphone.

Website: <https://us02web.zoom.us/meeting/register/tZwwde-vqTwaG9eWQqb0Cwj6ih0B59LxdsSO>

Meeting Number (access code): **882 2677 7013**

Meeting password: **141494**

Call in by phone

Call in Phone number: **1-929-205-6099**

Meeting ID: **882 2677 7013**

Password: **141494**

Person with disabilities may participate in the meeting through the methods set forth above.

Remote public comment is available for the County Board of Commissioners' meeting by emailing: Administration@ioniacounty.org no later than 5:00 p.m. on Friday, May 22, 2020, due to Monday, May 25, 2020 being Memorial Day and the County offices being closed.

Comment can also be made during the Electronic Public Comment portion listed on the Agenda.

IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
MAY 26, 2020 - 7:00 P.M.

THIS MEETING WILL BE HELD ELECTRONICALLY

AGENDA

- I. Call to Order**
- II. Approval of Agenda**
 - A. Consideration of additional items
 - B.
- III. Public Comment**
(3 minute time limit per speaker – please state name/organization)
- IV. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
 - B. Approve per diem and mileage
- V. Unfinished Business**
 - A. Request approval to hire Assistant Prosecuting Attorney
- VI. New Business**
 - A. Request adoption of the Budget Calendar-Finance Department
 - B. Recommendation for Budget Reductions for 2020-Finance Department
 - C.
- VII. Department Reports**
 - A.
- 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**
 - A.
- XI. Public Comment (3-minute time limit per speaker)**
 - A.
- XII. Closed Session**
 - A.

XIII. Adjournment

Board and/or Commission Vacancies

- Construction Board of Appeals – One two-year terms, expired October 2019. This position serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three-year term expiring April 2020.
- West Michigan Regional Planning Commission – Two one-year terms, expired December 2019.
- Tax Advisory Board – One –one year term expiring 2020
- Commission on Aging Board – one – three year term expiring September 2020

Appointments for consideration in the month of April 2020:

Appointments for consideration in the month of May 2020:

Appointments for consideration in the month of June 2020:

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

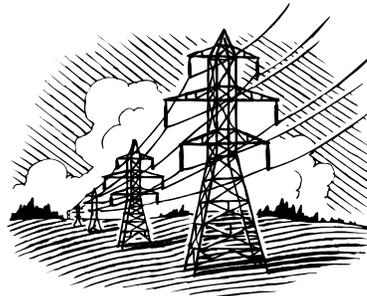
May 1, 2020
April 1-30, 2020

HYDRO GENERATION	216,598		
DIESEL PRODUCTION	0		
Kwh Purchased	2,512,492	Amount Paid	\$ 140,413.47
Total Kwh Purchased	2,729,090	Total Dollars Paid	\$ 140,413.47

Kwh Billed		Dollars Billed	
Residential	1,231,872	PCA Billed	\$ 38,430.01
Commercial	538,331	Residential	\$ 131,628.48
Large General	566,820	Residential EO Charge	\$ 2,246.11
City St. Lites Metered	27,180	Geothermal Discount	\$ (226.25)
St. Lites Unmetered		Commercial	\$ 58,779.98
Rental Lights		Commercial/LG EO Charge	\$ 2,438.34
Demand	1,752	Large General	\$ 39,499.54
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 2,309.38
		St. Lights Unmetered	\$ 1,543.05
Total Kwh Billed	2,365,955	Rental Lights	\$ 234.19
		Demand	\$ 10,287.85
Arrears after billing	\$ 25,371.03	Tax	\$ 10,688.58
Penalties Added	\$ 1,816.35		
Arrears end of month	\$ 42,571.19	Total Dollars Billed	\$ 297,877.66
Fuel Cost Billed	\$ 48,762.35		
Amount Collected	\$ 327,670.06	Power Cost Adj.	.01644
Total Adjustments	\$ 540.32		

Residential Customers	2,238
Commercial Customers	333
Large General	15
Total Customers	2,586

05/04/20



CITY OF PORTLAND
May-20

WATER DEPARTMENT REPORT

MONTH	Apr-20	PERIOD COVERED	April 1-30, 2020
Customers Billed		Penalties Added	\$ 480.50
City	1,841	Dollars Collected	\$ 47,607.08
Rural	24	Arrears at end of Month	\$ 7,712.14
Total Customers	1,865	Adjustments	\$ (11,281.84)
		Gallons Pumped	7,664,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	7,219,777		\$ 45,637.05
Rural	152,846		\$ 1,663.91
Total	<u>7,372,623</u>		<u>\$ 47,300.96</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,799	Dollars Billed	\$75,468.70
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 75,468.70

Penalties Added	\$ 825.92
Dollars Collected	\$ 58,563.29
Arrears at end of Month	\$ 12,050.77
Adjustments	\$ (20,266.91)
Gallons Treated per Million	?



