



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

7:00 P.M. Monday, April 5, 2021
City Council Chambers
City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order</u>	Decision
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
	V. <u>City Manager Report</u> - None	
	VI. <u>Presentations</u> - None	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:05 PM	A. Proposed Resolution 21-15 Approving, Authorizing, and Directing the Mayor to Sign an Interlocal Agreement for Assessing Services between the City of Portland and the City of St. Johns	Decision
7:08 PM	B. Proposed Resolution 21-16 Approving the Recommendation of the Board of Light and Power to Approve a Consulting Services Agreement with Total Assurance Group, Inc. Regarding Broadband Development	Decision
7:10 PM	C. Proposed Resolution 21-17 Approving Michigan Pavement Markings LLC'S Bid for 2021 Street Painting	Decision
7:12 PM	D. Proposed Resolution 21-18 Approving Participation in the State Bid Process for Winter Road Salt 2021-2022	Decision
7:15 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting on March 15, 2021	
	B. Payment of Invoices in the Amount of \$99,354.31 and Payroll in the Amount of \$209,060.98 for a Total of \$308,415.29	
	C. Purchase Orders over \$5,000.00 1. Detroit Pump in the Amount of \$5,323.46 to Replace Canal Street Lift Station Pump #1 2. McKearney Asphalt in the Amount of \$26,000.00 for Rivertrail Repairs behind the Wastewater Department	
	XI. <u>Communications</u>	
	A. DDA Minutes for February 22, 2021	

Estimated Time		<u>Desired Outcome</u>
7:18 PM	<p>B. DDA Treasurer’s Report for March 22, 2021 C. Water Department Report for February 2021 D. Utility Billing Report for February 2021 E. Franklin Energy EO Report for February 2021 F. Ionia County Board of Commissioners Agenda for March 23, 2021 G. MPSC Notice of Hearing for Consumers Energy</p> <p>XII. <u>Other Business</u> – None</p>	
7:20 PM	<p>XIII. <u>City Manager Comments</u> - None</p>	
7:25 PM	<p>XIV. <u>Council Comments</u></p> <p>XV. <u>Adjournment</u></p>	Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 21-15

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR
TO SIGN AN INTERLOCAL AGREEMENT FOR ASSESSING SERVICES
BETWEEN THE CITY OF PORTLAND AND THE CITY OF ST. JOHNS**

WHEREAS, Section 6.2 of the City Charter provides that the City Manager “shall make all appointments and removals of those appointed, except that he shall receive the approval of a majority of the Council for the appointment of the Clerk, Treasurer, and Assessor...”; and

WHEREAS, the City Manager recommends that City Council approve an Interlocal Agreement for assessing services with the City of St. Johns, Michigan, a copy of the Agreement, is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes and directs the Mayor to sign the Interlocal Agreement for Assessing Services with the City of St. Johns, a copy of the Agreement 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:

Dated: April 5, 2021

Monique I. Miller, City Clerk

**INTERLOCAL AGREEMENT FOR ASSESSING
SERVICES
PARTIES: PORTLAND MI and ST. JOHNS MI**

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2021, by and between the **CITY OF PORTLAND**, 259 Kent Street, PORTLAND, Michigan 48875, hereinafter referred to as "**PORTLAND**," and the **CITY OF ST. JOHNS**, 100 E. State Street, #1100, ST. JOHNS, Michigan 48879, hereinafter referred to as "**ST. JOHNS**." (Collectively, the "**parties**" or "**Cities**".)

RECITALS

WHEREAS, both the City of PORTLAND and the City of ST. JOHNS are municipal corporations organized and existing under the provisions of Public Act 279 of 1909, as amended, commonly known as the Michigan Home Rule Cities Act (MCL 117.1 *et. seq.*); and

WHEREAS, Public Act 7 of 1967, as amended, commonly known as the Michigan Urban Cooperation Act (MCL 124.501 *et. seq.*) provides that a public agency of this State may exercise jointly with any other public agency of the State, any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, both the City of PORTLAND and the City of ST. JOHNS are "public agencies" and "local governmental units", as those terms are defined by Section 2(b) of the Urban Cooperation Act, and, further, both Cities are local governmental units that levy a property tax pursuant to the provisions of the General Property Tax Act; and

WHEREAS, both the City of PORTLAND and the City of ST. JOHNS desire to enter into an interlocal agreement for assessing services to provide for greater efficiencies and reduction of assessing costs for the parties, and for the assessment of properties and related assessing duties within the City of PORTLAND; and

WHEREAS, this Agreement has been approved and authorized by a majority of the members serving on the legislative bodies of both the City of PORTLAND and the City of ST. JOHNS prior to the authorization, approval and/or execution of this Agreement; and

WHEREAS, the City of PORTLAND shall employ and appoint an assessor and retain ST. JOHNS and its assessor ("Assessor") to perform the duties as PORTLAND's certified assessor and assessor of record for the functions necessary to effectuate assessing duties, including the terms of this Agreement; and

WHEREAS, the City of ST. JOHNS retains qualified personnel with the proper State of Michigan certification to provide assessing services for and on behalf of the City PORTLAND; and

WHEREAS, the parties desire, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE ASSESSOR

The following are deemed services or requirements to be performed by the Assessor as consideration for the compensation paid to ST. JOHNS under Section III:

1.1 General Duties:

The Assessor shall be required to perform for PORTLAND all duties of an assessor pursuant to Michigan statutes and laws, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994, as amended and MCL 211.27a. In the event material changes in the laws, statutes, rules, guidelines during the term of this Agreement result in a substantial additional work burden on the Assessor, then ST. JOHNS and PORTLAND shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Assessor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.2 Time Allocation/Office Hours:

During the term hereof, the Assessor shall perform sixteen (16) hours of assessing work per week for PORTLAND during the contract term. Each week the Assessor will maintain a minimum of six (6) office hours at the City of PORTLAND City Hall at the above address for public appointments and other on-site assessing work. The Assessor shall also perform or arrange to be performed all necessary field work. Time devoted to this responsibility will be separate from the allocated 16 hours afore-mentioned in this paragraph but included as part of the contract compensation. The parameters of Assessor time allocation are further described below:

- A. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours (subject to modification by mutual agreement).
- B. Days spent at the Small Claims Division of the Michigan Tax Tribunal shall not count as office days.
- C. If specified office days of the Assessor fall on a day recognized as a holiday to PORTLAND employees, then it will be recognized as a holiday by the Assessor. However, an alternate day agreeable to both parties may be substituted so that adequate office hours are maintained.

1.3 Public Relations/Customer Service:

In addition to the hours specified in Paragraph 1.2, the Assessor agrees to meet with or contact residents and PORTLAND staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls, voicemail messages, e-mails and faxes directed to the Assessor will be responded to in a timely manner, expected within 24 hours of receipt by the Assessor.

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, the Assessor shall physically observe all new construction and real estate improvements through cooperation with the City Manager/Zoning Administrator and will review all building permits. The Assessor shall obtain copies of the building permits from the City of PORTLAND. Likewise, the Assessor shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of the Assessor's duties. To assist with this requirement, PORTLAND shall also supply the Assessor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.5 Economic Condition Factors (ECF):

During the term hereof, the Assessor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

The Assessor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRA.s, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.), and special assessment rolls or other special assessment rolls and prepare the warrant authorizing the collection of taxes by the PORTLAND Treasurer. The Assessor, in cooperation with the PORTLAND Treasurer and the PORTLAND Clerk, shall also enter any delinquent PORTLAND utility payments onto the appropriate rolls. The Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by PORTLAND and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.8 Annual Reports:

The Assessor shall prepare a report annually summarizing the entire year that shall advise PORTLAND of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Assessor under this Agreement. PORTLAND shall have the right at any time to require the Assessor to make available to PORTLAND, within 48 hours of notice being provided, all records and documents developed and maintained by the Assessor under the terms of this Agreement for review and

audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to PORTLAND by the Assessor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

The Assessor shall be available for each of the two (2) March Board of Review sessions. (In the event PORTLAND chooses to hold additional meetings, the Assessor may request additional compensation at \$20.00 per hour if the additional meetings result in a significant time commitment beyond the weekly 16 hours). March Board of Review sessions shall be scheduled as provided in PORTLAND's ordinances, resolutions and/or Charter, and within the time limits prescribed by state law.

The Assessor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
 - 1. Current picture
 - 2. Sales price versus assessment at time of sale
 - 3. Building permits issued before or after the sale.

The Assessor shall also attend and serve as secretary at the March, July and December Boards of Review. If the Assessor is unable to attend these sessions, however, the Assessor must supply the PORTLAND Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.10 Sales and Appraisal Studies:

The Assessor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.11 Forms:

The Assessor shall file all forms fully completed with the Ionia County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

PORTLAND shall retain ultimate control of all litigation and settlement negotiations and Assessor shall operate under the direction of PORTLAND in any litigation regarding an entire Tax Tribunal appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the City of PORTLAND obtaining competent legal counsel at PORTLAND's expense. Additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by PORTLAND and agreed upon on a case-by-case basis. PORTLAND may choose to retain the Assessor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

In consultation with legal counsel, the Assessor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such materials, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. PORTLAND hereby authorizes Assessor, subject to approval by the PORTLAND City Manager, to settle where Assessor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division are deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Assessor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to PORTLAND information, documents, analysis and advice as may be required in the determination of the Assessor or PORTLAND to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of PORTLAND or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Assessor shall make himself available to PORTLAND for such further assistance as is required by PORTLAND in the defense of such appeal. The Assessor shall make himself available as an expert witness on behalf of PORTLAND in any proceedings. In the event of the termination of this Agreement and the necessity for the services of the Assessor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Assessor shall make himself available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Assessor shall keep the PORTLAND City Manager informed of appeals and provide the PORTLAND City Manager with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement and like advice if needed.

The provisions of Paragraph 1.12 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

This Agreement shall include annual inspection of 20% of the properties in each class within the City of PORTLAND. Should PORTLAND desire all properties to be reinspected, there may be additional charges as well as an Agreement addendum pursuant to Section 5.1.

1.14 Personal Property Statements, Canvas and Audits:

The Assessor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Assessor shall conduct a personal property canvas to ensure equity among business owners within the City of PORTLAND. The Assessor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

The Assessor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Ionia County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity

by class, and in accordance with the latest laws and regulations then in force. The Assessor shall represent PORTLAND when requested by the PORTLAND City Manager by attending any annual Ionia County Equalization meetings.

1.16 Land Division Applications:

The Assessor shall assist the PORTLAND City Manager/Zoning Administrator, or other staff as appropriate, in reviewing land division applications.

1.17 Assessor Certification:

The Assessor shall be certified as a Michigan Certified Assessing Officer, or a higher certification, in the State of Michigan.

1.18 Transportation and Equipment:

The Assessor shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Tax Increment Finance Authority:

The Assessor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, WFA, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.20 Assessor's Recommendations:

On or before December 31, 2021, at the PORTLAND City Manager's request, and each year thereafter, the Assessor shall prepare written recommendations and conclusions regarding the current state of PORTLAND's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Assessor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the PORTLAND City Manager for their review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Assessor under this Agreement.

1.21 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Assessor outside of PORTLAND offices, then the Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Assessor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Assessor, but separately or providing same to PORTLAND for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be borne by the Assessor.

1.22 Additional Services:

The Assessor is responsible for determination and preparation of special assessment rolls for PORTLAND projects such as sewer, street, sidewalk, drain, etc. The Assessor shall report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement. The Assessor will coordinate with the Zoning Administrator or other appropriate staff for assigning street addresses.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Assessor shall commence performance of the services herein required on April ___, 2021. Unless sooner terminated, or an amendment with the addition of another participating municipality, this Agreement shall, by its terms, expire on April ___, 2024.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon sixty (60) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be sixty (60) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary of this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Assessor shall immediately deliver to PORTLAND copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Assessor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by PORTLAND. In the event of the failure or refusal of the Assessor to forthwith deliver the above referenced materials, documents and files, PORTLAND may seek a Circuit Court order compelling the production of same forthwith, and the Assessor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to PORTLAND without leaving PORTLAND an adequate remedy at law, thereby entitling PORTLAND to an immediate judgment in its favor in this regard.

2.5 Amendment/ Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and PORTLAND desires to have the Assessor continue on a month-to-month basis, the compensation will be that which existed for the final month of the previous term, that being March ____, 2024, unless said compensation is renegotiated between the parties.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from April ____, 2021 through April ____, 2024, unless sooner canceled or terminated under the provisions of Section II herein, PORTLAND agrees to pay to ST. JOHNS for performance of the Basic Services set forth in Section I of this Agreement as follows:

Total contract amount for the three-year term is payable as follows:

Year One: \$35,000.00, payable in installments of \$8,750.00, on a quarterly basis.¹

Year Two: \$36,050.00 (3% increase from Year One base amount). Paid Quarterly. All other payment terms the same.

Year Three: \$37,131.50 (3% increase from Year Two base amount). Paid Quarterly. All other payment terms the same.

ST. JOHNS shall be solely responsible for compensation, insurance, taxes and benefits for the Assessor and other persons providing services on between ST. JOHNS and PORTLAND, and shall hold PORTLAND harmless therefrom.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraphs 2.2 or 2.3, PORTLAND City shall pay ST. JOHNS to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Assessor and for which no compensation has been received.

SECTION IV: PORTLAND RESPONSIBILITIES

4.1 Basic Data:

PORTLAND shall provide Assessor access to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that PORTLAND may possess concerning such properties (i.e., measurements, sketches, photographs, etc.).

4.2 Office Equipment

PORTLAND shall provide the Assessor with appropriate tax parcel maps, office space and furniture, telephone, personal computer, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e., fax, printers, copying machine) is shared among all administrative office personnel, and the Assessor will not have exclusive use of such equipment.

¹ First payment of this Agreement will be pro-rated as a means to establish a quarterly payment schedule.

The Assessor shall have access to PORTLAND's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules and Microsoft Office applications. PORTLAND's Internet website will also have available on-line to the Assessor and the public the property record cards, digital photographs and tax payment information. The Assessor shall not use any other software within PORTLAND's network or download or upload any software to PORTLAND's network, except with PORTLAND's prior written approval. The Assessor shall be liable for any adverse consequence upon PORTLAND's computer network or function caused by any software introduced in the network by the Assessor without prior written consent of PORTLAND. Further, Assessor shall be liable for any act of negligence on the part of the Assessor in creating or causing an adverse consequence to PORTLAND's computer network.

The Assessor agrees that PORTLAND's equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

PORTLAND shall supply computer hardware, software and peripherals necessary to fulfill the Assessor's duties under this Agreement. PORTLAND will maintain the hardware, software and peripheral equipment through a regular maintenance program. PORTLAND will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of the Assessor as a result of hardware or software malfunction will be replaced at PORTLAND's expense.

4.4 Map Maintenance/Tax Roll Printing:

The Assessor shall assume the responsibility for preparing the assessment notices, which will print and mail the assessment change notices during the term of this Agreement. The Assessor shall be provided digital parcel maps. The Assessor shall utilize such maps to develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

PORTLAND shall provide the Assessor with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Legal Counsel:

PORTLAND shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that PORTLAND desires to implement some or all of the recommendations made by the Assessor as herein contemplated, PORTLAND may request and the Assessor shall provide such services as are desired by PORTLAND, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall

be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of PORTLAND to determine the nature and extent of implementation of the Assessor's recommendations under this Section or any other additional, non-basic services. To that end, PORTLAND assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, Michigan Tax Tribunal, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Indemnification/Insurance:

ST. JOHNS shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Assessor. To the extent required by law, subject to the limitations of ST. JOHNS's applicable insurance coverage and policies, ST. JOHNS shall save PORTLAND City harmless and defend and indemnify PORTLAND from any claims for bodily injury, death or property damage that may arise due to acts or negligence or that of Assessor in the performance of services under this Agreement or that arise from error or omission to properly perform assessing duties. ST. JOHNS and Assessor shall, however, have no liability arising out of adjustments to assessments or other actions by Assessor, PORTLAND'S Board of Review, and/or the Michigan Tax Tribunal if such adjustments or actions result from good faith opinion regarding the value of the subject property and if the Assessor established the assessment pursuant to professional assessment standards.

A Certificate of Insurance incorporating such requirements and naming PORTLAND (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the PORTLAND City Clerk. Any such insurance policy shall provide that PORTLAND will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of ST. JOHNS shall be primary to any insurance maintained by PORTLAND.

6.2 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of an assessing Services Contract, and as PORTLAND's decision to contract with ST. JOHNS is based in part on the perceived expertise and ability of the Assessor, it is agreed that the Assessor's duties and obligations hereunder may not be assigned, transferred, nor conveyed without the advance written approval of PORTLAND. Nothing in this Agreement shall prevent ST. JOHNS from employing such employees or agents, as ST. JOHNS shall deem reasonably necessary in the performance of this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the Assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), ST. JOHNS shall provide PORTLAND, at ST. JOHNS's expense, a certified Level II Assessor to perform any and all such functions as required by this Agreement for the complete term of absence or incapacity. PORTLAND reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for the Assessor for a

period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.3 Professional Standards:

The Assessor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Assessor shall be properly certified at Level II, equipped, and organized to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Assessor shall work independently.

6.4 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Assessor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of PORTLAND with PORTLAND having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. Upon reasonable request, ST. JOHNS may have copies of all work performed. All of the foregoing shall be forwarded to PORTLAND at its request and may be used by PORTLAND as it sees fit. PORTLAND agrees that if any of the foregoing prepared by the Assessor are used by PORTLAND for purposes other than those intended by this Agreement, PORTLAND does so at its sole risk- and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of PORTLAND and will not be used for any other purpose by Assessor without written consent of PORTLAND. Any information relating to the services shall not be released without the written permission of PORTLAND. The Assessor shall act and preserve the confidentiality of all PORTLAND's documents and data accessed for use in Assessor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the PORTLAND City Manager or PORTLAND FOIA coordinator for a proper determination of the response to be provided.

6.5 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that each party shall be responsible for its own attorney's fees and costs.

6.6 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this Agreement shall remain in force.

6.7 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.8 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Ionia and the State of Michigan.

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the PORTLAND City Council and ST. JOHNS City Council and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said PORTLAND City Council and ST. JOHNS City Commission.

6.10 Covenant Not To Discriminate:

The parties agree not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. The parties further agree that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

6.11 Modification of Agreement:

None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of the parties after review and approval by the respective legislative bodies.

6.12 Entire Agreement:

This Agreement constitutes the entire Agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services.

6.13 No Waiver/ Modification:

The failure of either party to enforce, at any time, the provisions of the Agreement shall not constitute a waiver of such provisions or the right of a party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions. No waiver, alteration or modification of any provision of this Agreement shall be binding unless committed to writing and signed by duly authorized representatives of both parties.

6.14 Notice, Other Communications:

Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed email, facsimile transmission, or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), registered or certified mail (postage prepaid with return receipt requested) addressed to the Party's principal place of business or such other address of which the Parties may have given notice.

6.15 Governmental Immunity:

The parties do not waive their governmental immunity nor any defenses available to PORTLAND or its elected or appointed officials, officers, employees or agents and to ST. JOHNS or its elected or appointed officials, officers, employees or agents under the Michigan Governmental Immunity Act, being 1964 PA 170, as amended, MCL 691.1401, et seq; or any other defenses which may be available to the parties, their elected and appointed officials, officers, employees, and agents.

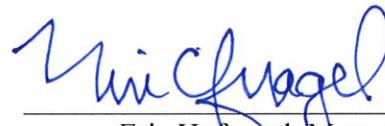
Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this agreement as authorized.

CITY OF PORTLAND

CITY OF ST. JOHNS

James E. Barnes, Mayor

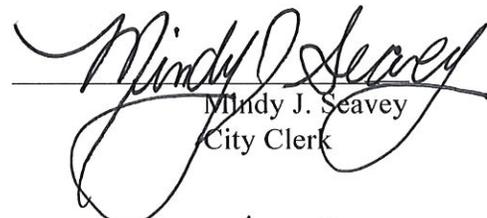


Eric Hufnagel, Mayor

Date: _____, 2021

Date: March 23, 2021

Monique Miller
City Clerk



Mindy J. Seavey
City Clerk

Date: _____, 2021

Date: March 23, 2021

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 21-16

**A RESOLUTION APPROVING THE RECOMMENDATION OF THE
BOARD OF LIGHT AND POWER TO APPROVE A CONSULTING
SERVICES AGREEMENT WITH TOTAL ASSURANCE GROUP, INC.
REGARDING BROADBAND DEVELOPMENT**

WHEREAS, the City and the Board of Light and Power has been exploring the feasibility of providing broadband internet services to its residents and have come to another phase of the project; and

WHEREAS, at its regularly scheduled meeting on March 30, 2021, the Board of Light and Power voted to recommend that City Council approve the Consulting Services Agreement with Total Assurance Group, Inc., a copy of the Agreement and memo from the Acting Electric Superintendent are attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the Consulting Services Agreement with Total Assurance Group, Inc., a copy of the Agreement and memo from the Acting Electric Superintendent are 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:

Dated: April 5, 2021

Monique I. Miller, City Clerk

**City of Portland
Electric Department**

Memo

To: Tutt Gorman, City Manager

From: Brent Henry, Acting Electric Superintendent

cc:

Date: 3/31/2021

Re: Light & Power Board recommendation

At last night's Light & Power Board meeting, the Board recommended approval of the Consulting Services Agreement between the City and Phil Mudge for the services of advising the City on the technical aspects of fiber design and fiber construction.

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT is dated and effective _____, 2021, and is between City of Portland Michigan (the "Client") and Total Technical Assurance Group, Inc. (the "Consultant"); whose address is 2516 Selkirk Dr. Kelowna BC V1V 2V6 Canada, each a "Party" and cumulatively the "Parties".

WHEREAS, Consultant represents to Client that Consultant possesses the necessary qualifications, experience, and abilities to provide certain consulting Services in connection with the business of the Client more fully described herein (the "Services") and,

WHEREAS, Consultant is agreeable to provide such Services to Client as a Trusted Advisor on the terms and conditions as set forth in this Agreement;

NOW THEREFORE, in consideration of the matters described above and of the mutual benefits, promises and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Agreement agree as follows:

1. SERVICES TO BE PROVIDED

- a. Client hereby requests and agrees to engage Consultant as a Trusted Advisor to provide certain FTTx Broadband Development and Deployment Services for the Client on a retainer basis as noted in attached Exhibit A.
- b. If vendors or Original Equipment Manufacturer ("OEM") engagements are required for the potential qualifications of project objectives as part of the Services, Consultant will attend such engagements and be authorized to represent the Client on its behalf.
- c. Consultant shall report directly to Tutt Gorman, City Manager and provide regular monthly written reports with respect to the Services.

2. TERM OF AGREEMENT

The term of this Agreement will begin on the effective date of this Agreement and will remain in full force and effect for a period of no less than Eight (8) months, unless otherwise terminated as provided herein or modified by written amendment signed by both Parties ("Contract Term").

3. PERFORMANCE

- a. Client agrees to provide required support, resources, authority and access to the Consultant which is reasonably necessary to ensure the successful performance of such Services by the Consultant as detailed in Exhibit A.
- b. Client agrees to effect timely payment of Consultants invoices in full compliance to the terms of this agreement.

- c. Consultant acknowledges Client will rely on the accuracy and completeness of Consultant's Services hereunder utilizing the results of such Services as detailed in Exhibit A.
- d. The Consultant represents, warrants and covenants to Client, as the context requires, that it:
 - i. will perform the Services in a timely manner in accordance with the terms of the Agreement, and will devote such time and attention to the performance of Services as required to complete the Services in accordance with the provisions hereof;
 - ii. has and will continue to have the necessary knowledge, skills, experience, relationships, registrations, valid certificates and licenses necessary to perform the Services;
 - iii. shall perform the Services with reasonable diligence and skill and in a professional and competent manner in accordance with the care, skill and diligence expected, at the time and place of performance, of an experienced and responsible consultant and advisor performing services of a similar type and nature;
 - iv. is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant and any third party;
 - v. shall perform the Services in strict compliance with all applicable laws, regulations, orders and government directives;

4. PERMITS AND LICENSES

Consultant shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for Consultant to perform the Services.

5. COMPENSATION

- a. As set forth below in Paragraph 12, the Parties agree Consultant is an independent contractor and not an employee of Client. For the Services provided by the Consultant under this Agreement, Client agrees to pay Consultant in accordance to Exhibit B, unless the Agreement is terminated pursuant to Section 18 herein. Compensation will be payable in arrears in monthly allocations.
- b. Additional Costs related to:
 - i. "Not in Scope Disbursements"
 - ii. Reasonable "reimbursable" travel expenses in connection with the performance of the Services
- c. Consultant and Client agree and acknowledges the compensation outlined above represents those actual costs related to Consultants undertakings and expenses related to meals & lodging, transportation, and personal business use items (cell. phone, laptop etc.) and does not include "all" and "other" business disbursements which may be necessary to complete the engagement as detailed in Exhibit C.

- d. Consultant shall pay all taxes, duties, assessments of every nature due in connection with the Services, and shall make any and all payroll deductions required by law and hereby indemnifies and holds harmless Client from any and all liability on account of any and all such taxes, levies, duties, assessments and deductions. If Michigan State Sales tax is required to be assessed, it is agreed Consultant will invoice Client for Michigan State Sales tax.
- e. The parties agree that Consultant's total compensation represented in this Agreement is a base amount of \$81,500.00 USD, plus approved expenses and disbursements and shall represent the total contract amount which is payable by Client to Consultant for Services provided over the eight (8) month engagement.

6. INVOICING AND PAYMENTS

- a. All invoices shall be sent to Client's mailing address:

Attention: Mindy Tolan, City Treasurer
City of Portland
259 Kent Street
City of Portland, MI 48875

- b. Consultant shall provide monthly invoices to the Client's address per the provided scheduled Invoice Dates in Exhibit B. Consultant shall include a description of those general Services provided.
- c. Client shall pay Consultant's invoice(s) as this agreement requires, "net full amount" in thirty (30) days.
- d. If Consultant is required to provide such Services which require related hours, travel and expense which are outside of the scope of this Agreement, the Consultant will obtain Client prior approval before providing such outside of the scope services. If the Consultant provides Client approved services outside the scope of this Agreement, the Consultant will include a detailed description of such out of scope Services, as well as a description of all reimbursable travel-related expenses along with receipts included in Client invoice as detailed in Exhibit C.
- e. The Parties agree that should the Client dispute an invoiced amount as it relates to item 6.c the parties will work in a timely manner to clarify the inquiry/disputed amount and barring such agreement and approval of the amount, Client agrees to set aside the amount and pay the base or undisputed portion on the invoice subject to the payment terms details in 6. The parties further agree to work proactively in the resolution of any set aside invoice amount(s) and payment of such to the Consultant.
- f. All such invoice's, after receipt in a form satisfactory to the Client which are verified and approved by Client, shall be paid per the agreement terms. Should the parties terminate this Agreement before its natural term, Consultant shall be entitled to invoice the next scheduled payment date and Client agrees to promptly pay Consultant's final invoice

7. NOTICES

- a. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, or by registered mail (except for routine matters which may be sent by surface mail or e-mail). The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

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

Attention: Phil Mudge
Total Technical Assurance Group Inc.
2516 Selkirk Dr.
Kelowna BC, V1V 2V6

8. INSURANCE

- a. Consultant shall maintain insurance coverage as set forth in this Section, and shall provide satisfactory certificates of insurance evidencing all such coverage with Client as an additional named insured.
- b. Commercial General Liability Insurance, with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.
- c. If consultant is providing professional Services, Professional Liability or E&O insurance with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.
- d. Automobile coverage as required by the particular state of residence and/or operation of the Consultant.
- e. Consultant shall supply Certificate of Insurance and appropriate document to substantiate applicably coverage upon signing of this agreement and shall keep current and provide clients with proof on a yearly basis.

9. INDEMNITY

Consultant and the Client agree to provide cross indemnification to the other party and defend, indemnify, and hold harmless each other, and its related companies, and their directors, shareholders, officers, partners, employees, and agents (the "Indemnitees") from and against:

- a. Any claim, loss, damage, expense or liability (including reasonable attorneys' fees, and costs of any successful enforcement of this Section by an Indemnatee) caused by, or for purposes

of either parties defense obligation, alleged by a third party to be caused by or arising under this Agreement (including liability or financial obligation incurred by Consultant or Client or Indemnatee) or the negligent acts, errors or omissions of Consultant or Client or its subcontractor(s), or their employees or agents; and

- b. Any claim, loss, damage, expense of liability (including reasonable attorneys' fees, and reasonable costs of any successful enforcement of this Section by an Indemnatee) arising from actual or asserted infringement, improper appropriation or use of trade secrets, proprietary information or property, know-how, copyrights, or patents.

10. PROPRIETARY RIGHTS

All materials which Consultant develops rendering Services hereunder, including any inventions or copyrightable work products, shall become the sole and exclusive property of Client without limitation or further compensation and such materials shall, together with any materials furnished to Consultant by Client hereunder, be delivered to Client at the termination of this Agreement or complete suspension of the Services. Consultant agrees to execute all documents and to take all steps that Client deems necessary or desirable to protect Client's ownership and property rights of these materials.

11. CONFIDENTIALITY/NON DISCLOSURES

The Parties acknowledge that in providing the Services, the Consultant may require access to, and obtain knowledge of, certain Client's proprietary and commercially valuable information, including trade secrets and strategic information pertaining to the Client's operations. The Parties further acknowledge that unauthorized use or disclosure of such information could cause irreparable injury to Client.

For the purposes of this Agreement, "Confidential Information" shall mean all technical or business information, including information related to current or future services, business undertakings or opportunities, trade secrets, techniques, data, specifications, studies, reports, forecasts, technology, software, programs, documentation, customer lists, customer information, business studies and analyses and any and all proposals, notes, memoranda, reports, and records or other technical or business material, whether written, printed or in digital format or otherwise, relating to Client or that otherwise reflects information concerning the Services, disclosed by Client or by any Client Business Partners to the Consultant before, during or after the Term, directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection of equipment. Any information of Client or any third party disclosed by Client's or the Client Business Partners to the Consultant in the course of discussions concerning the Services shall be deemed to be Client's Confidential information and such information shall be governed by the terms of this Agreement.

The Consultant acknowledges that all Confidential Information is owned or licensed by Client shall remain the exclusive property of Client or their respective licensors, as the case may be, whether or not specifically perfected under applicable law.

The Consultant shall use the Confidential Information only to the extent necessary in connection with the performance of Services hereunder. The Consultant shall at all times keep the Confidential Information confidential and shall take all reasonable security precautions to prevent unauthorized access and use. The Consultant shall not use any Confidential Information for the benefit of the Consultant or any third party. The Consultant shall not disclose Confidential Information to any party other than the Consultant's Personnel or authorized vendor without Client's prior written permission. Any such disclosure shall be on a strictly "need-to-know" basis for the sole purpose of providing the Services and the Consultant shall ensure that any such persons are bound by confidentiality obligations in respect of the Confidential Information which are at least as stringent as those contained herein.

Notwithstanding the foregoing, these obligations shall not apply to any Confidential Information that the Consultant can demonstrate:

- a) Is in the public domain at the time of disclosure by Client or subsequently enters the public domain other than through unauthorized disclosure by the Consultant;
- b) Was in legitimate possession of the Consultant prior to its disclosure by Client as evidenced by appropriate records;
- c) Is independently developed by the Consultant without use of the Confidential Information, as evidenced by appropriate records
And
- d) Is approved in writing by Client for release or other use by the Consultant according to the terms set out in such written approval.

In the event the Consultant is required by law to disclose any Confidential Information, the Consultant agrees that, prior to disclosing any Confidential Information, it shall promptly notify Client in writing.

As it relates to Non-Disclosure, both Parties agree to:

- a. Use all reasonable efforts not to disclose to any third party any business or commercial agreement or information of or relating to Consultant engagement (including the details of this Agreement) during the term of this Agreement.
- b. Non-disclosure obligations shall remain in full effect for a period of two (2) years from the date of disclosure of the information, notwithstanding any prior completion, termination or suspension of the Services.
- c. Consultant further agrees, that if required, Consultant will sign the Client's standard Non-Disclosure agreement and abide by the terms of that agreement.

12. INDEPENDENT CONTRACTOR

- a. Consultant shall act as an independent contractor in the capacity of Trusted Advisor, having responsibility for, and control over, the means and details of performing the Services. Consultant is not an employee of Client. However it is expressly agreed that Consultant shall act as an agent of Client and shall conduct and represent itself as such in the performance of those duties as detailed in Exhibit A.
- b. Client will not withhold for income or social security taxes and Consultant agrees to pay such taxes directly to the appropriate taxing authority. Similarly, Client will not provide workers' compensation benefits or any form of insurance or other fringe benefits customarily furnished employees.

13. PUBLICITY

Consultant shall not make news releases or issue other advertising pertaining to the Services or this Agreement without prior written approval of Client.

14. ASSIGNMENT

This Agreement is a personal Services agreement, being entered into in reliance upon, and in consideration, of the personal experience, skill sets and qualifications of Mr. Phil Mudge. Consultant will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Client.

15. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

16. ENTIRE AGREEMENT

There is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed herein.

17. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will, nevertheless, continue to be valid and enforceable with the invalid, or unenforceable, parts severed from the remainder of this Agreement.

18. TERMINATION OF AGREEMENT

Either Client or Consultant may terminate this Agreement at any time by giving the other Party thirty (30) days' written notice.

Client may, in its sole and absolute discretion, cancel the Services and terminate this Agreement for convenience at any time during the Term of this Agreement immediately and without prior notice and without liability on the part of Client where, in Clients' opinion, the Consultant is in breach of any of its obligations under this Agreement including, without limitation, if the Consultant fails, refuses or neglects to provide the Services or contravenes any applicable safety regulations, policies or procedures applicable to the Services.

Upon termination of this Agreement by Client:

- a) Consultant shall forthwith deliver to Client all records, documents and information which it has in its possession or which it has under its direction or control belonging to Client; and
- b) The Parties shall take all steps as may be reasonably required to complete any final work product accounting between them and to provide, if applicable, for the orderly completion of any matter contemplated by this Agreement.
- c) Client shall promptly pay any outstanding invoices for services rendered in accordance to Section 6 - Invoicing and Payments.

19. GOVERNING LAW

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Michigan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

20. PROPER BUSINESS PRACTICES

- a. Consultant represents and warrants to Client that none of its shareholders, directors, officers, employees or agents is an official or employee of any government, or any agency, instrumentality, or political subdivision of any government, and that no official or employee of any government owns, directly or indirectly, any shares or other beneficial interest in the Consultant.
- b. As a condition of the parties entering into this Agreement, Consultant and Client represents and warrants to each other that:
 - i. Neither Consultant nor its director, officer, employee, agent, or shareholder thereof has heretofore or shall in the future, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value, to any Government Official, Business Owner, Manufacture or

Service Provider.

- ii. Client agrees to neither instruct nor require the Consultant to make payment, authorization of payment, promise, or gift to any official, political party, political candidate, vendor, service provider or other party in connection with receive any form of preferential treatment on behalf of Client.
 - iii. Consultant agrees to notify the Client's General Counsel or other designated person immediately of any request or suggestion which might constitute a bribe or other violation of any anti-corruption legislation with respect to obtaining materials or services.
 - iv. All business and operations conducted under this Agreement shall be performed in accordance with all applicable laws and regulations.
- d. Consultant represents that no commercial venture or entity has an ownership interest in the party and agrees that it will not knowingly allow any commercial venture or entity to acquire any such interest during the pendency of this Agreement without the Client's prior acknowledge and approval:
- e. Consultant agrees that no part of any amount paid to Consultant will be used for anything other than its ordinary and necessary business expenses related to its activities under the terms hereof:
- f. Consultant agrees that all expenses incurred in conducting its activities hereunder shall be recorded fully and accurately in Consultant's books and records in order that Client can verify that it is in compliance with its obligations hereunder. Client shall have the right during the term of this Agreement and for two (2) years after termination of this Agreement to audit by authorized personnel the Consultant's books and records.

IN WITNESS WHEREOF, the Parties have duly executed this Service Agreement by their authorized representatives as of the date indicated above.

City of Portland

By: _____

Name: _____

Title: _____

Date: _____, 2021

Total Technical Assurance Group Inc.

By: _____

Name: Phil Mudge

Title: Director/Managing Partner

Date: _____, 2021

EXHIBIT A SCOPE OF SERVICES

Consultant will provide technical and commercial guidance and act as the Clients Trusted Advisor in the development of Client's FTTx Broadband Deployment and Construction approach. Scope of Service shall include strategic planning, business model development, budget review design process management and product selection/supply chain, focused on the following activities:

Trusted Advisor Scope of Services:

Consulting Services – City of Portland Michigan (CoP) FTTx Broadband Deployment.

- Technical & Business Model Advisory
- Budget Review and Appraisal of Financial Probability of Success
- OSP Design Management
- Material Specifications
- Manufacturers Product Allocation
- Constructability Review
- Head End Design/Construction Guidance

1) Program Strategy & Deliverable

- a) Provide proactive technical counsel/guidance with key Cop's City Management, Engineering, Finance and Procurement executives, committee members and project teams on the technical strategy, direction and most prudent approach associated with Cop's FTTx Broadband. Deployment. Specifically related to OSP Design/Engineering, Headend and Materials Procurement.
- b) Lead and participate in exploratory activities related to: architectural solutions, technologies and the use of business partners; leads selection of methodologies, materials, tactical approach of total design solutions; provide strategic vision of functional short term and long term mission and applies vision in engagements; influences people & organizations, including Client's executives, senior leadership team and board members, vendors, manufactures and stakeholders on issues related to FTTx deployments technical, architectural or operational solutions.
- c) Improve and broaden Client's understanding of global technical advances and innovation expertise associated with Broadband design and implementation of best practices.
- d) Increase the value which Client's derives from FTTx Broadband technologies and accelerate innovation to promote long term network quality, performance and utilization.
- e) Work with Client's Line of Business executives and their teams to identify Client's business and technology requirements and design high level solutions to fit business needs.
- f) Advise a wide range of architectural and deployment activities from requirements analysis, application and/or process design specification, budget, business model, material specification, IFC design and material selection.

- g) Negotiate for the best benefit of the Client with respect to the procurement of design, services, products and materials.
- h) Evaluate business and technical impact of key FTTx Broadband Deployment solutions and provide guidance in the implementation of solution.
- i) Anticipate potential problems associated with the solutions under consideration and develop technical risk management approaches.
- j) Oversee the management of Tenders, Request of Information and RFP's, Commercial Terms and Contracts specifically related to design and engineering.

2) Vendors/OEM's and Network Architecture Design/Drafting

- a) Develop and deliver Concept of Design and Design Standards
- b) Provides guidance related to design and material vendor(s) engagement
- c) Assess appropriateness of network design and product/material selection
- d) Identify and secures necessary technical resources to execute Network Design/Engineering requirements
- e) Finalize vendor deliverable and SOW
- f) Technical oversight of Design/Engineering process
- g) Finalize selection of product/material vendor(s)
- h) Manage delivery of finalized IFC design package, to include:
 - i. Fiber Layout Design (FLD)
 - ii. Civil Design (if required)
 - iii. Bill of Materials (BOM)
 - iv. Cable Calc
 - v. Fiber Management System (FMS)
 - vi. Splicing/Terminal RSP

3) Broadband Net Ops Structure & Strategic Planning – OSP & Headend

- a) Advise on design, equipment, vendors and services provider(s)
- b) Coordinate and support design review interaction with the Broadband Deployment team and Architectural Design/Engineering representatives, Distributers, Vendors and Manufactures
- c) Develop build requirements, specifications and objectives
- d) Technical development of Headend Implementation Plan

EXHIBIT B
PAYMENT SCHEDULE STRUCTURE

The Client agrees to pay Consultants invoice(s) on the following payments dates:

May 1st 2021 - \$21,500.00
June 1st - \$15,000.00
July 1st - \$10,000.00
August 1st - \$10,000.00
September 1st - \$10,000.00
October 1st - \$10,000.00
November 1st - \$5,000.00

EXHIBIT C
BREAKDOWN OF PARTIES RESPONSIBILITIES

The Consultant shall be responsible to cover all associated costs and expenses related to:

- a) Laptop/email and other related IT
- b) Office Phone/Phone Conference Link
- c) Office location/work space
- d) Program consumable/supplies

The Client shall provide and/or be responsible for all associated costs and disbursements related to:

- a) OSP and NetOps Design Layout/Drafting/Documentation, IFC Package and other technical services provided by other vendors¥;
- b) Server setup, maintenance and access;
- c) Access to required/applicable Client data and information;
- d) Appropriate resource support;
- e) Obtain work permits if so required;
- f) Additional 'reimbursable' travel expenses** related to 'off-site' business travel to address site visits, vendor engagement, regulatory and lobby engagements;
and
- g) Client Reporting structure

¥ Costs associated with the actual generation of the design output, related to drafting, GIS Data, IFC Package Documents, Plans, Drawings and Work Packages. Such costs and expenses should be budgeted items with full Client visibility and approval prior to cost(s) being committed.

**Reimbursable travel expenses are those cost and disbursement (including flights, hotels, rental car, fuel and meals) made by the Consultant in relation to conducting Client business away from the Consultants main business location. Such per-approved expenses shall be paid by the Client at actual cost when submitting on the Consultant's invoice and accompanied by appropriate receipts.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 21-17

**A RESOLUTION APPROVING MICHIGAN PAVEMENT
MARKINGS LLC'S BID FOR 2021 STREET PAINTING**

WHEREAS, the Director of Public Works sought quotes for 2021 pavement markings and received bids from various contractors; and

WHEREAS, the City Manager and Director of Public Works recommend that the work be awarded to Michigan Pavement Markings LLC for the amount of \$21,075.00, as outlined in the attached Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to award the work to Michigan Pavement Markings LLC for the amount of \$21,075.00, as outlined in the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 5, 2021

Monique I. Miller, City Clerk

Solicitation For Sealed Bids

The Portland Dept. of Public Works, 451 Morse Dr, Portland MI 48875 is accepting bids for the following:

Street Painting

Bids will be accepted until March 30, 2021 at the close of the business day. The City of Portland reserves the right to accept the bid as a whole or in part. Please bid each item separately and submit on the form provided.

Bids may be mailed to City of Portland, 259 Kent St, Portland MI 48875, ATTN: Ken Gensterblum, or may be dropped off at City Hall, 259 Kent St Portland MI 48875.

Stencils to meet the new MDOT standard. *Note: IF removal is Required will be 0.50/sqft*
 The following specifications must be included in the bid price:

Item	Qty	Type	Unit Price	Total Amount
Solid Yellow	95,000'		0.05	4750.00
Skip Yellow	6,000'		0.08	480.00
Solid White-Lane Lines	2,250'		0.06	135.00
Skip White	1,000'		0.08	80.00
Solid White	37,000'		0.06	2220.00
21' Parking Stalls	110		5.00	550.00
18' Parking Stalls	80		5.00	400.00
4" Blue Line	400'		1.00	400.00
Handicap Symbols	8		25.00	200.00
Left Turn Arrows	20		30.00	600.00
Right Turn Arrows	20		30.00	600.00
Combination Arrows	4		55.00	220.00
ONLY Symbols	22		30.00	660.00
24" Stop Bar	1,500'		2.00	3000.00
6" Cross Walk	6,000'		0.60	3600.00
12" Cross Walk Pads	2,500'		1.20	3000.00
School Legends	2		90.00	180.00
			TOTAL	21075.00

Company Name: Michigan Pavement Markings LLC
P.O. Box 9673
Wyoming MI 49509

Contact & Number: Shannon Nielsen 616-260-7828

Submitted By: Shannon Nielsen

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 21-18

**A RESOLUTION APPROVING PARTICIPATION IN THE STATE BID
PROCESS FOR WINTER ROAD SALT 2021-2022**

WHEREAS, the City previously solicited its own bids for winter road salt; and

WHEREAS, for the past fourteen (14) years the City has taken advantage of an opportunity to receive more competitive pricing by participating in the State Bid through the MiDEAL program; and

WHEREAS, in addition to more competitive pricing, MiDEAL Road Salt Contracts provide the following benefits:

- The City's order quantity is guaranteed, which helps alleviate sufficient supply issues
- Additional product available if the City exhausts its complete supply - all vendors are required to keep 30% extra here in Michigan to ensure that MiDEAL Members that participate in the road salt contracts have what they need in case of a heavy winter.
- The City is only required to accept 70% of its seasonal backup commitment.

WHEREAS, the State of Michigan Department of Management & Budget sent out an email advising that road salt requisitioning would be done on-line with the deadline for ordering being April 6, 2021; and

WHEREAS, the City Manager and DPW Foreman recommend using the MiDEAL program again this year and submitting the requisition for 50 tons for the early delivery and 300 tons for the seasonal backup.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves participating in the State bid process for Winter Road Salt for 2021-2022 and authorizes the City Manager to submit the on-line requisition for 50 tons for the early delivery and 300 tons for the seasonal backup.
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: April 5, 2021

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, March 15, 2021

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

And Via Zoom Meeting ID# 859 2142 5129

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

Present Via Zoom: Finance Director Tolan

Guests: Kathy Parsons; Jon Moxey, Kyle Sutton, Elizabeth Girgen, Lauren Wittmann, and Sam Lipscomb of Fleis & VandenBrink

Guests Via Zoom: None

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

Motion by Johnston, supported by Fitzsimmons, to approve the Proposed Agenda.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

There were no Public Comments.

Under City Manager Report, City Manager Gorman noted that the odor across the City recently was coming from the Sunset Ridge mobile home park located in Portland Township. The top layer of their lagoons is thawing and the recent winds have been spreading the odor. City Manager Gorman stated that he has reached out to EGLE to make sure they are operating correctly.

The Safe Routes to School project is scheduled to kick off on Monday, March 29, 2021 with construction expected to last through July.

The Board of Light and Power is wrapping up its discussions with NRTC regarding a potential fiber project and moving towards the design/cost estimate phase. A recommendation will likely be made to contract with Phil Mudge, as recommended by Acting Superintendent Brent Henry based on his experience in the industry. Mr. Mudge is highly respected in the industry.

City Manager Gorman noted that he will likely have a recommendation to Council at the April 5, 2021 meeting for contractual service with the City of St. Johns to share services for a new City Assessor.

Under Presentations, Jon Moxey of Fleis & VandenBrink presented information on the Local Bridge Program and design options for a potential Divine Highway Bridge project. Feedback from last year's application to the Local Bridge Program was that the cost of a bridge realignment is prohibitive. Design options include parallel construction and part width construction. This year the load restrictions on the Divine Hwy. Bridge will be increased.

There was discussion.

Council Member Fitzsimmons left the meeting at about 7:40 P.M.

Mr. Moxey stated that the SAW Project began in 2013 and will end at the end of March. The result of the project is a planning tool the City will add to its arsenal for continued maintenance and repairs to its infrastructure.

Kyle Sutton, Elizabeth Girgen, Lauren Wittmann, and Sam Lipscomb of Fleis & VandenBrink provided an overview and highlights of the SAW Project.

There was discussion.

City Manager Gorman noted that the electrical system will be integrated into the GIS portion of the SAW Project in the future.

Mr. Moxey thanked City staff for all of their assistance and support throughout the project.

Under New Business, the Council considered Resolution 21-10 to approve the submittal of an application for Local Bridge Program funds for preventative maintenance of the Bridge Street Bridge over the Grand River.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 21-10 approving the submittal of an application for Local Bridge Program funds for preventative maintenance of the Bridge Street Bridge over the Grand River.

Yeas: VanSlambrouck, Sheehan, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 21-11 to approve the submittal of an application for Local Bridge Program funds for replacement of the Divine Highway Bridge over the Looking Glass River.

Motion by Johnston, supported by Sheehan, to approve Resolution 21-11 approving the submittal of an application for Local Bridge Program funds for replacement of the Divine Highway Bridge over the Looking Glass River.

Yeas: Johnston, Sheehan, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 21-12 to approve increases to the fee schedule for the Ambulance Department. The various fees of the Ambulance Department have not been increased in several years and the current rates are insufficient for operations. City Manager Gorman and Ambulance Director Waltersdorf approve the proposed fee schedule.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 21-12 approving increases to the fee schedule for the Ambulance Department.

Yeas: VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 21-13 to amend the Budget for Fiscal Year 2020-2021. The Finance Director has reviewed current fund balances and expenditures and recommends the Council approve the proposed amendments.

Motion by Johnston, supported by Sheehan, to approve Resolution 21-13 to amend the Budget for Fiscal Year 2020-2021.

Yeas: Johnston, Sheehan, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 21-14 to appoint Council Member Johnston to the Planning Commission.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 21-14 confirming the Mayor's appointments to City Boards and Commissions.

Yeas: VanSlambrouck, Sheehan, Barnes

Nays: None

Abstention: Johnston

Absent: Fitzsimmons

Adopted

Motion by VanSlambrouck, supported by Sheehan, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on March 1, 2021, payment of invoices in the amount of \$52,109.32 and payroll in the amount of \$114,397.92 for a total of

\$166,507.24. A purchase order to Newkirk Electric in the amount of \$107,400.00 for Viper reclosers was also included.

Yeas: VanSlambrouck, Sheehan, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Under City Manager comments, City Manager Gorman noted the Planning Commission will begin evaluation of the Zoning Ordinance to determine what needs to be updated; specifically related to the property located at Cutler Rd. and Grand River Ave. They will also discuss the Rindlehaven property owned by Mayberry Homes as it may require some form of rezoning.

City Manager Gorman stated the Toan Park Revitalization Project will include a lot of change and activity. The DDA has been working with a local videographer on a promotional video for the project. The fundraising campaign will begin soon.

The Annual Clean-up Day will be held Saturday, May 1, 2021.

Under Council Comments, Mayor Pro-Tem VanSlambrouck noted that the VFW will host a Fish Fry on Friday, March 19, 2021 and Friday, April 2, 2021.

Mayor Pro-Tem VanSlambrouck also stated the Portland Area Fire Authority has invited Jim Valentine, Director of Ionia County 9-1-1, and Ionia County Commissioner Georgia Sharp to the next board meeting to provide information on the 9-1-1 Millage.

City Manager Gorman noted that he be on vacation the first week of April and will not be able to attend the April 5, 2021 Council Meeting.

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

Yeas: Johnston, Sheehan, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Meeting adjourned at 9:00 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the March 15, 2021 City Council Meeting
In the City Council Chambers at City Hall
259 Kent St., Portland, MI 48875
And Via Zoom Meeting ID# 859 2142 5129

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

Present – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Gorman; City Clerk Miller; Police Chief Thomas

Absent – Council Member Fitzsimmons left the meeting at 7:40 P.M.

Staff Present Via Zoom – Finance Director Tolan

Guests - Kathy Parsons; Jon Moxey, Kyle Sutton, Elizabeth Girgen, Lauren Wittmann, and Sam Lipscomb of Fleis & VandenBrink

Guests Present Via Zoom - None

Public Comment – None

Presentation - Jon Moxey of Fleis & VandenBrink presented information on the Local Bridge Program and design options for a potential Divine Highway Bridge project.

Presentation – Jon Moxey, Kyle Sutton, Elizabeth Girgen, Lauren Wittmann, and Sam Lipscomb of Fleis & VandenBrink provided an overview and highlights of the SAW Project.

Approval of Resolution 21-10 approving the submittal of an application for Local Bridge Program funds for preventative maintenance of the Bridge Street Bridge over the Grand River. All in favor. Adopted.

Approval of Resolution 21-11 approving the submittal of an application for Local Bridge Program funds for replacement of the Divine Highway Bridge over the Looking Glass River. All in favor. Adopted.

Approval of Resolution 21-12 approving increases to the fee schedule for the Ambulance Department.

All in favor. Adopted.

Approval of Resolution 21-13 to amend the Budget for Fiscal Year 2020-2021.

All in favor. Adopted.

Approval of Resolution 21-14 confirming the Mayor’s appointments to City Boards and Commissions.

Three in favor. One abstention Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 9:00 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
BRENT HENRY	02649	MAR 21 PHONE BILL REIM - ELECTRIC	40.00
STAR THOMAS	01654	MAR 21 PHONE BILL REIM - POLICE	40.00
INDEPENDENT BANK	00197	APRIL 2021 BOND PAYMENT - ELECTRIC	8,531.00
USA BLUEBOOK	01850	EQUIPMENT FOR NEW WATER TANK - WW	788.54
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	17.63
SPARROW IONIA OCCUP HEALTH SERVICE	02275	S HONSOWITZ, S SCHEURER PHYSICAL - ELECTRIC	200.00
PURITY CYLINDER GASES, INC.	00380	OXYG, GAS, HAZ MAT FEE - AMB	99.15
BOUND TREE MEDICAL LLC.	01543	MED SUPPLIES - AMB	122.00
BOUND TREE MEDICAL LLC.	01543	MED SUPPLIES - AMB	28.58
BOUND TREE MEDICAL LLC.	01543	MED SUPPLIES - AMB	13.99
STATE OF MICHIGAN	00428	QAAP FEE - AMB	511.18
KODIAK EMERGENCY VEHICLES	02224	INVERTER REPLACEMENT - AMB	767.42
FLEIS & VANDENBRINK	00153	SAFE ROUTES TO SCHOOL - MAJ, LOC STS	583.64
FLEIS & VANDENBRINK	00153	GENERAL CONSULT - GEN	583.50
FLEIS & VANDENBRINK	00153	GR RIV BRIDGE IMPROV - MAJ STS	491.50
KEUSCH SUPER SERVICE	00228	TIRES - MTR POOL	829.72
COMPASS MINERALS AMERICA	02313	ROUND SALT MIDEAL - MAJ, LOC STS	6,663.75
SLC METER LLC	02286	TRIMBLE YUMA 7 TABLET - ELECT, WATER, WW APPR C	7,050.00
FAMILY FARM & HOME	01972	HARDWARE - MAJ STS	2.06
DORNBOS SIGN, INC.	00067	SUPPLIES - MAJ STS	220.73
USA TODAY NETWORK	02501	COUNCIL MEETING SYNOPSIS - GEN	77.08
CULLIGAN	02130	2X WATER CITY HALL - GEN	14.00
DOUG LOGEL SR.	02451	MBOR - ASSESSOR	150.00
MIKE JUDD	02450	MBOR - ASSESSOR	150.00
HERB MOSSER	02434	MBOR - ASSESSOR	150.00
SOUND OFF SIGNAL	02556	EXTENSION CABLE - MTR POOL	55.13
STATE OF MICHIGAN	00428	PFAS/BACTI - WATER	1,352.00
FAMILY FARM & HOME	01972	HARDWARE - MTR POOL	7.48
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	314.15
HAMMOND FARMS NORTH	02518	TOP SOIL - MAJ STS	78.75
HAMMOND FARMS NORTH	02518	TOP SOIL - LOC STS	78.75

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GRANGER	00175	STREET SWEEPINGS - MAJ STS	95.00
GRANGER	00175	STREET SWEEPINGS - LOC STS	95.00
GRP ENGINEERING INC.	01994	RECLOSER CONTINGENCY PLAN - ELECTRIC	3,401.00
SLC METER LLC	02286	BILLING INTEGRATION BSA/BADGER - WATER	2,100.00
FERGUSON WATERWORKS	02558	RUBBER METER GASKETS - WATER	10.00
RIVERSIDE INTEGRATED SYSTEMS	01441	ANNUAL INSPECT FIRE ALRAMS/SMOKE DET - CITY HAI	416.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	772.75
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	787.57
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	98.15
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	57.82
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	13.34
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	218.48
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	61.14
CONSUMERS ENERGY	00095	GAS SERVICE - WW	11.61
CONSUMERS ENERGY	00095	GAS SERVICE - WW	688.34
BRENT HENRY	02649	INTERNATIONAL PHONE CHARGE REIM - ELECTRIC	39.17
FAMILY FARM & HOME	01972	HAND TOOLS FOR NEW SEWER TRUCK - WW	247.34
USA BLUEBOOK	01850	SAMPLER PUMP TUBING - WW	394.32
STAR THOMAS	01654	USPS REIM - POLICE	4.80
MENARDS	00260	TOOL BAG - WW	24.99
FLEIS & VANDENBRINK	00153	ENG SERVICES GR RIV SMALL URBAN - MAJ STS	2,425.89
DETROIT PUMP & MFG CO	02632	XFP 100CB1.4 PE20/6 POWER CABLE - WW	5,323.46
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - ELECTRIC, MTR POOL	1,248.24
BEAR PACKAGING & SUPPLY, INC.	00044	55 GALLON LINERS - CEM	265.20
RESCO	00392	TRANSFORMER 500 KVA - ELEC CONSENT AGENDA 10-19	22,465.00
JORDAN D SMITH	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	15.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	JAN 2021 PROFESSIONAL SVCS - WW	10,050.26
F&V OPERATIONS & RESOURCE MANAGMNT	02564	FEB 2021 BALANCE DUE PROF SVCS - WW	292.73
FAMILY FARM & HOME	01972	SHOP SUPPLIES - WATER	54.97
MENARDS	00260	BATHROOM SUPPLIES - AMB	15.73
MICHIGAN CAT	01920	REBUILD CYLINDER - MTR POOL	869.66

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MICHIGAN CAT	01920	O RINGS - MTR POOL	4.70
WEST MICHIGAN INTERNATIONAL LLC	02546	SUPPLIES - MRT POOL	31.48
WEST MICHIGAN INTERNATIONAL LLC	02546	SUPPLIES - MTR POOL	74.46
D&K TRUCK COMPANY	02257	SUPPLIES - MRT POOL	54.16
MRWA	01935	TRAINING, R SMITH, K GENSTERBLUM - WATER	190.00
POWER LINE SUPPLY COMPANY	00389	TESTING- GLOVES, SLEEVES, BLANKET - ELECTRIC	251.00
THEKA ASSOCIATES ENGINEERING, INC.	02557	HYDRO TROUBLESHOOTING - ELECTRIC	1,464.00
CITY OF PORTLAND - PETTY CASH	00701	MISC EXPENSES - VAR DEPTS	169.94
PAMA	01370	CITY PORTION OF PAMA BUILD REPAIR - COM PROMO	1,744.00
KEUSCH SUPER SERVICE	00228	#303 ALTERNATOR, OIL CHANGE - POLICE	599.12
S&K PRINTING	00400	PARKING TICKETS/ENVELOPES - POLICE	110.00
IONIA COUNTY CENTRAL DISPATCH	01807	LEIN ACCESS - POLICE	156.20
DOLAN CONSULTING GROUP, LLC	MISC	PERFORMANCE EVAL TRAINING - POLICE	95.00
SHARE CORPORATION	02620	MULTI GRIP UNIV SOCKET, PLIER - WATER	219.86
DORNBOS SIGN, INC.	00067	WEIGHT LIMIT SIGNS - MAJ STS	242.75
DORNBOS SIGN, INC.	00067	DACAL - MTR POOL	10.95
DORNBOS SIGN, INC.	00067	MAGNET DECALS - MTR POOL	269.00
STUART C IRBY CO	MISC	100 METERS - ELECTRIC	4,200.00
PORTLAND EYE CARE	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	198.40
GREAT LAKES JANITORIAL SERVICES	02654	OFFICE CLEANING - ELECTRIC	140.00
UPS	02587	SHIPPING TRIMBLE RETURN - WATER, WW, ELECTRIC	37.35
ELHORN ENGINEERING	00139	EL-CHLOR CARBOY - WATER	563.00
STATE OF MICHIGAN	00428	BACTI SAMPLES - WATER	96.00
BERTMAN TOOLS LLC	02430	TORX BIT, HOSE NOZZLE - MTR POOL	5.30
MID-MICHIGAN WELDING LLC	02657	MISC WELDING - ELECTRIC	1,220.00
BOUND TREE MEDICAL LLC.	01543	MED SUPPLIES - AMB	163.70
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMB	64.27
GRAINGER, INC.	00172	EYE WASH STATION - AMB	35.57
GRAINGER, INC.	00172	AAA BATTERIES - AMB	5.18
GRAINGER, INC.	00172	MASKS - AMB	40.00
GRAINGER, INC.	00172	SMOKE/CARBON ALARMS - AMB	67.29

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KATHY'S CLEANING	01684	CLEANING SERVICES - CITY HALL	720.00
CULLIGAN	02130	WATER CITY HALL - GEN	27.00
MODEL FIRST AID SAFETY/TRAINING	00313	MEDICAL SUPPLIES - MTR POOL	66.72
WINZER CORPORATION	01686	SUPPLIES - MTR POOL	198.92
MENARDS	00260	CEILING TILES - CITY HALL	380.00
MENARDS	00260	CEILING TILES - CITY HALL	25.08
BUILDERS HARDWARE CO	MISC	ELECTRIC TIMES LOCKS TOAN BATHROOM - PARKS	1,484.82
CHROUCH COMMUNICATION, INC.	00082	RADIO SPEAKER INSTALL AMB 45 - AMB	204.40
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	651.21
B&W AUTO SUPPLY, INC.	00030	SUPPLIES/TOOLS/PARTS - MTR POOL, ELECTRIC	498.79
Total:			\$99,354.31



PURCHASE ORDER

P.O. 6821

City of Portland

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

VENDOR Detroit Pump
23751 Amber Ave
Warren MI 48089

DATE: 3-9-21

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
XFP 100c.CB 2.4 PE 20/6 2.7 HP Pump for Canal LS	590-441-775.000		5323.46
DEPARTMENT HEAD (UP TO \$500) <u>CSH</u>		TOTAL	5323.46

Treasurer Initials

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

INVOICE

Detroit Pump & Mfg Co
 Branch: 000 Warren
 23751 Amber Avenue
 Warren, MI 48089
 USA



INVOICE	
1065215	
Invoice Date	Page
3/9/2021	1 of 1
ORDER NUMBER	
1074210	

248-544-4242

****DIRECT SHIPMENT****

Bill To:
 Portland, City of
 259 Kent Street
 Portland, MI 48875

Ship To:
 Portland, City of
 600 Morse Street
 Portland, MI 48875

Attn: Tammy Meyers

Ordered By: Mr. Keith Moss

Customer ID: 65206

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
6821	Net 30	4/8/2021	4/8/2021	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
3/8/2021 11:08:57	1064572	David Mitchell	SUE.CARTER

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.				

Carrier: R & L Carriers

Tracking #: 52727369-4

1	1	0	EA		GX483D4C1111321	EA	5,161.50	5,161.50
			1.0		XFP 100C CB1.4 PE20/6	1.0000		
					2.7 HP, 460/3/60, 1180RPM, 49' Power Cable			

Total Lines: 1
 Total Freight In: 0.00

Total Freight Out: 161.96

SUB-TOTAL: 5,161.50
TOTAL FREIGHT: 161.96
TAX: 0.00
AMOUNT DUE: 5,323.46

ORIGINAL



A red stamp with the word "COPY" in a bold, sans-serif font, accompanied by a small icon of a document or folder.

March 17, 2021

S. Tutt Gorman, City Manager
City of Portland
259 Kent Street
Portland, MI 48775

RE: Canal Street Lift Station Pump #1 Replacement

Dear Mr. Gorman:

WHY DO WE NEED TO REPLACE THE PUMP?

During the 2020 annual maintenance of Canal Street Lift Station, it was discovered that pump #1, which is over twenty (20) years old has a catastrophic seal failure rendering it inoperable.

The first question you might have is; why is it necessary to have two (2) pumps in the lift station. The first answer is that there are efficiency and redundancy reasons for using two pumps over one. The efficiency reasons have to do with a typical design requirement for pumping wastewater. This requirement is something called "peaking factor," and it describes the maximum flow rate that could potentially ever need to be pumped. In wastewater and sewer applications, the "peak flow" needs to be able to be pumped by the lift station even if it never happens. This design requirement is to prevent ever experiencing an overflow scenario.

The second reason is to help mitigate a potential overflow or sewage back up. Overflows are as unsanitary as they are unpleasant, and no one wants one. So, what happens if a pump breaks or gets clogged? The best scenario is to have another pump ready to go. This describes redundancy in a duplex lift station configuration.

The third reason is to help mitigate potential expensive cost of having to rent portable trash pumps should the working pump be rendered inoperable. We know from February 2019 ice jam that trash pump rental is not only expensive, but inconvenient.

RECOMMENDATION

It is recommended that this pump be replaced this spring with a pump of the same specifications. Attached is a proposal for the replacement of the pump #1. This proposal does not include installation. If you have any questions, please feel free to contact me via email or by phone at 517.977.6107.

Sincerely,

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

A handwritten signature in black ink, appearing to read "Chris Munson".

Chris Munson
Sr. Project Manager

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



PURCHASE ORDER

City of Portland

P.O. 6737

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

VENDOR McKearney Asphalt

DATE:

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Rivertrail Repair	101.775.000.001		\$26,000
Ice Jam Flood Damage			
1,000 Linear Ft. (10,000 sq. ft.)			
behind Wastewater			
DEPARTMENT HEAD (UP TO \$500) <u>McBreen</u>		TOTAL	\$26,000

MT
Treasurer Initials

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

McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909
16501 S US HWY 27, Lansing MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171
www.mckearneyasphalt.com

Proposal submitted to CITY OF PORTLAND	Phone 517.647.7985 EMAIL: nbrown@portland-michigan.org
Street 259 KENT STREET	Date 3/13/21
city, state, and zip code PORTLAND, MI 48875	Job location WALKING PATH OFF MORSE DR, PORTLAND, MI 48875
Contact NEIL BROWN- PARKS, RECREATION & CEMETERY DIRECTOR	Saved As CITY OF PORTLAND – WALKING PATH OFF MORSE DR

We hereby submit specifications and estimates for:

JOB LOCATION: WALKING PATH OFF MORSE DR, PORTLAND, MI 48875

- **PULVERIZE SECTIONS OF WALKING PATH APPROX: 10,000 SQ/FT @ \$2.60**

PULVERIZE SECTION OF WALKING PATH AND LEAVE IN PLACE
FINE GRADE AND COMPACT WITH VIBRATORY ROLLER
FURNISH AND INSTALL 3" OF MDOT 13A BITUMINOUS AGGREGATE (1 LIFT)

***FOR THE SUM OF: \$26,000.00**

We propose hereby to furnish material and labor - complete in accordance with above specifications

Payment to be made as follows: ¼ deposit & balance due upon completion, net 10 days. A time price difference of 1.5% per month will be charged on all accounts not paid when due. Should McKearney Asphalt & Sealing Inc. initiate any actions to force collection of any sums due, McKearney Asphalt & Sealing Inc. shall receive all cost incurred by McKearney Asphalt & Sealing Inc. including actual reasonable attorney fees. Quote good for 30 days.



Andy McKearney, McKearney Asphalt

Acceptance of Proposal

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions are understood and accepted on the back of this proposal. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted:

Date: _____

By: _____

Authorized Representative

If accepted, please sign and return one copy to our office. Keep one copy for your records.



Over 30 years of experience
Quality workmanship at a fair price

McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909
16501 S US HWY 27, Lansing MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171
www.mckearneyasphalt.com

General Conditions

- Approval:** The proposal will not be binding upon our company until the signed acceptance has been received by us and signed by an officer of the company in the spaces provided on the front.
- Terms of Acceptance:** The proposal must be accepted by the Purchaser within 30 days from the date hereof. If not accepted within that time, prices are subject to change.
- Changes:** No changes or alterations in the specifications shall be made except in writing and at prices agreed upon at the time changes are made.
- Thickness:** All descriptions of paving thickness in this proposal are referred to as average. Variations in the sub base and technical limitations may result in variation in thickness average. We warrant sufficient material will be used on the project to result in the average thickness named.
- Property Lines:** The Purchaser of this paving work shall establish and designate property lines and Purchaser shall be obligated to pay for work performed as ordered in the result work results in trespass on other property.
- Delays:** The Contractor shall complete work in a timely fashion but will not be liable for delays beyond the control of the contractor.
- Permits:** The Owner or the Purchaser of the work is responsible for any and all permits or assessments if they are required.
- Unsuitable sub grade:** No material will be placed on a wet, unstable, or frozen sub grade. A suitable sub grade is a condition precedent to the requirements of performance of this contract.
- Reproduction cracks:** When resurfacing concrete, brick, or asphalt pavement the Contractor is not responsible for the reproduction of cracks or expansion joints which may occur.
- Minimum Grade:** Contractor reserves the right to refuse to construct a pavement unless minimum grade of 1% is possible for surface drainage. If the owner directs the construction with less than 1% it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage.
- Stock Piling:** Contractor shall be permitted to stock pile materials necessary to the performance of its work on the purchaser's property, without cost to the Contractor.
- Soil Conditions:** Should any unusual conditions be encountered not specifically to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by the Purchaser.
- Tree Roots:** Contractor shall not be responsible for damage to trees occasioned by removal of tree roots in preparation of said work.
- Hidden Objects:** Contractor assumes no responsibility for removing hidden objects encountered during the performance of work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be reimbursed accordingly.
- Zoning:** Contractor assumes no responsibility for determining whether the purchaser has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, the Purchaser shall nevertheless be obligated to pay for work performed as ordered.



Over 30 years of experience
Quality workmanship at a fair price

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

Held on Monday, February 22, 2021
Via Zoom – Meeting ID# 819 936 1765

Members Present: Grimminck, Antaya, Briggs, Gorman, Barnes, Williamson, Madarang, Hengesbach

Members Absent: Abel

Staff: DDA Director ConnerWellman, City Clerk Miller, Finance Director Tolan

Guests: Council Member Mandy Johnston; Merry Hass

Director ConnerWellman presented the Bi-Annual Public Presentation & Information Session as required by the State of Michigan.

Chair Grimminck called the meeting to order at 7:20 P.M.

There was no Public Comment.

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

Motion by Briggs, supported by Madarang, to approve the minutes of the January 25, 2021 meeting as presented.
All in favor. Adopted.

Mayor Barnes noted that Finance Director Tolan and Director ConnerWellman continue to do a great job.

Director ConnerWellman noted there is a new \$30.00 monthly bank fee for fraud protection of the DDA's accounts.

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

Under Team Reports, Member Williamson stated the Organization & Marketing Team met and discussed the upcoming Riverfront Improvement Project and the need for all board members to publicize the project and participate in the fundraising.

Member Briggs stated that the Design & Business Enhancement Team met and discussed the upcoming Riverfront Improvement Project, Marketplace, the need for a review of the current Sign Ordinance, the proposed Fiscal Year 2021-2022 Budget, and extending the deadline for a Kent St. Façade project.

Under Old Business, Director ConnerWellman presented the proposed Fiscal Year 2021-2022 Budget.

Motion by Antaya, supported by Williamson to recommend the proposed Fiscal Year 2021-2022 Budget to the City Council for approval.

All in favor. Adopted.

Director ConnerWellman presented proposed changes and updates to the Riverfront Park Improvement Project.

There was discussion about whether or not to pursue a grant opportunity for ski walker/elliptical equipment for Toan Park to be incorporated with Riverfront Park Improvements.

Under New Business, Director ConnerWellman stated that Paul Starr, of I'm a Beer Hound, who has been the organizer of Beerfest the past several years is not able to commit to organizing this year due to the continued restrictions related to COVID. She further stated if the DDA decides not to hold Beerfest this year the focus can be shifted to a summer concert series.

There was discussion.

Motion by Barnes, supported by Williamston, to forego Beerfest on the Bridge 2021.

City Manager Gorman suggested that it may be too early to decide whether or not to cancel the event for 2021; not knowing how the COVID restrictions may change over the next couple of months.

There was continued discussion.

Chair Grimminck held the vote on the motion.

All in favor. Adopted.

Under the Director Report, Director ConnerWellman presented the February 2021 Director's Report.

Under Board Member Comments, City Manager Gorman provided an update on the Sparrow project and other potential developments in the City. The City is working aggressively on the potential fiber project. The Safe Routes to School Project will begin this spring and will include a new traffic signal at Grand River Ave. and West St.

Motion by Barnes, supported by Williamson, to adjourn the meeting at 8:15 P.M.

All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary



Date: March 22, 2021

REPORT OF FUNDS IN DDA AS OF: March 17, 2021

PRINCIPAL & INTEREST ACCOUNT

AMOUNTS

PREVIOUS BALANCE:	<u>2/15/2021</u>	\$ 501.77
NEW BALANCE:	<u>2/28/2021</u>	<u>\$ 501.77</u>

PRIME ACCOUNT

PREVIOUS BALANCE:	<u>1/31/2021</u>	\$ 26,764.97
DEPOSITS:		\$ (4,762.20)
Due to customers:		\$ -
NEW BALANCE:	<u>2/28/2021</u>	<u>\$ 22,002.77</u>

REGULAR ACCOUNT

PREVIOUS BALANCE:	<u>2/15/2021</u>	\$ 687,591.95
INTEREST EARNED:		\$ 5.36
DEPOSITS:		
Portland Book Sale		\$ 5.00
Donation- Toan Park Improvements -		\$ 1,000.00

CHECKS WRITTEN:

Ck No.	Payee:	<u>AMOUNTS</u>
	Admin charge March 2021	\$ 300.00
	Bank fee - Fraud Protection	\$ 30.00
2151	Dillon Frye , - Toan Park Renovation Project (pay 1/2)	\$ 450.00
2152	City of Portland , credit card charges reimbursement, phone charges	\$ 455.89
2155	Kurt Fedewa , Article for March 2021	\$ 25.00
2153	Fleis & Vandenbrink , Engineering services for Toan Park Improvements	\$ 4,601.00
2154	Dillon Frye , - Toan Park Renovation Project (pay 2/2)	\$ 450.00
2156	PE Office Solutions, Banners	\$ 2,353.00
2157	Tina Conner-Wellman , phone reimbursement	\$ 40.00
TOTAL CHECKS		\$ (8,704.89)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 02/22/21 - 03/08/2021 \$ (5,449.62)

TOTAL EXPENSES: \$ (14,154.51)

NEW BALANCE: **3/18/2021** **\$ 674,447.80**

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

City Of Portland
Water Department
Monthly Water Report
February 2021

Monthly Water Production

Daily Water Production

Well #4 2,424,000 Gallons
Well #5 0 Gallons
Well #6 5,723,000 Gallons
Well #7 664,000 Gallons

Well #4 86,571 Gallons
Well #5 0 Gallons
Well #6 204,393 Gallons
Well #7 23,714 Gallons

Daily Average Water Production for All Wells

314,678 Gallons

Total Water Production for the Month

8,811,000 Gallons

Total Water Production for the Previous Month

10,037,000 Gallons

Total Production decreased by

1,226,000 Gallons

Total Production for This Month from the Previous Year

8,503,000 Gallons

Total Production increased by

308,000 Gallons

Rodney D. Smith Jr.
Water Technician

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

March 18, 2021
February 1-28, 2021

Kwh Consumed	2,911,672
DIESEL PRODUCTION	93,810
HYDRO GENERATION	187,467

Total Kwh Purchased	2,630,395	Total Dollars Paid	\$ 155,994.33
----------------------------	------------------	---------------------------	----------------------

Kwh Billed

Residential	1,380,268
Commercial	657,756
Large General	614,340
City St. Lites Metered	28,136
St. Lites Unmetered	
Rental Lights	
Demand	1,868
Total Kwh Billed	2,682,368

Dollars Billed

PCA Billed	\$ 54,860.83
Residential	\$ 145,709.27
Residential EO Charge	\$ 2,444.60
Geothermal Discount	\$ (243.08)
Commercial	\$ 70,713.62
Commercial/LG EO Charge	\$ 2,422.11
Large General	\$ 43,819.61
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 2,385.37
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.19
Demand	\$ 10,985.00
Tax	\$ 12,517.34
Total Dollars Billed	\$ 347,410.31

Arrears after billing	\$ 18,177.43
Penalties Added	\$ 1,705.86
Arrears end of month	\$ 39,898.64
Fuel Cost Billed	\$ 62,000.64
Amount Collected	\$ 372,375.94
Total Adjustments	\$ 925.56

Power Cost Adj. .02068

Residential Customers	2,238
Commercial Customers	330
Large General	15
Total Customers	2,583

03/03/21



**CITY OF PORTLAND
March-21**

WATER DEPARTMENT REPORT

MONTH	Feb-21	PERIOD COVERED	Feb 1-28, 2021
Customers Billed		Penalties Added	\$ 334.29
City	1,834	Dollars Collected	\$ 54,298.21
Rural	24	Arrears at end of Month	\$ 7,438.93
Total Customers	1,858	Adjustments	\$ (1,995.19)
		Gallons Pumped	8,811,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	7,208,362		\$ 52,404.11
Rural	125,631		\$ 1,731.18
Total	<u>7,333,993</u>		<u>\$ 54,135.29</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,797	Dollars Billed	\$82,799.34
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 82,799.34

Penalties Added	\$ 526.71
Dollars Collected	\$ 82,876.94
Arrears at end of Month	\$ 11,320.66
Adjustments	\$ 137.13
Gallons Treated per Million	7.893



Portland EO Report



District: Portland

Portland Summary							
Program	Applications Count	kWh Goal	kWh Savings	% to Goal	Incentive Budget	Incentives	% to Budget
C&I	2	120,488	38,310	31.80%	\$11,755	\$3,065	26.07%
MPPA - Prescriptive Program - 2021	2	120,488	38,310	31.80%	\$11,755	\$3,065	26.07%
Residential	1	8,652	559	6.46%	\$2,541	\$260	10.23%
MPPA - High Efficiency Products and HVAC - 2021	1	8,652	559	6.46%	\$2,541	\$260	10.23%

Program Summary			
Customer	Status Date	kWh Savings	Incentive
C&I		38,309.50	\$3,064.76
Work In Progress			
Farm Bureau Insurance - 345 Kent St	02/15/2021	4,416.00	\$353.28
Rite Aid #4740 - 1339 East Grand River Ave	02/23/2021	33,893.50	\$2,711.48
Residential		558.95	\$260.00
Batched			
ROBERT S LATHERS - 624 CENTER ST	02/05/2021	558.95	\$260.00

Component Detail							
C&I							
Project ID	Component	Account Number	Total Qty	kWh/Unit	kWh Savings	Incentive/ Unit	Incentive
Work In Progress							
a0R0y00000L	Farm Bureau Insurance - 345 Kent St						
EdgfEAD							
Total Project Cost:							
Install Complete: 1/1/0001							
	Interior Linear Fluorescent - Non-Highbay - Demand Only - MPPA 2021	01-07600-2	1,472	0.00	0.00	0	0.00
	Interior Linear Fluorescent - Non-Highbay to LED - MPPA 2021	01-07600-2	4,416	1.00	4,416.00	0.08	353.28

a0R0y00000L Rite Aid #4740 - 1339 East Grand River Ave
CE9vEAH

Total Project Cost:

Install Complete: 1/1/0001

<i>Interior Linear Fluorescent - Non-Highbay - Demand Only - MPPA 2021</i>	10-0900-01	6,355	0.00	0.00	0	0.00
<i>Interior Linear Fluorescent - Non-Highbay - Demand Only - MPPA 2021</i>	10-0900-01	296	0.00	0.00	0	0.00
<i>Interior Linear Fluorescent - Non-Highbay to LED - MPPA 2021</i>	10-0900-01	32,385	1.00	32,385.00	0.08	2,590.81
<i>Interior Linear Fluorescent - Non-Highbay to LED - MPPA 2021</i>	10-0900-01	1,508	1.00	1,508.00	0.08	120.67

Residential

Project ID Component

**Account_ Total kWh/Unit kWh Incentive/ Incentive
Number Qty Savings Unit**

Batched

a0R0y00000L ROBERT S LATHERS - 624 CENTER ST
ETKTEA5

Total Project Cost: \$4,600.00

Install Complete: 12/1/2020

<i>Central Air Conditioner - 16 SEER - MPPA 2021</i>	08.11700.1	1	417.69	418.00	100	100.00
<i>High Efficiency Furnace >=95% w/ECM Blower Motor</i>	08.11700.1	1		0.00		150.00
<i>Programmable Thermostat - MPPA 2021</i>	08.11700.1	1	141.26	141.00	10	10.00

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
MARCH 23, 2021 - 7:00 P.M.**

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve Health Department Payroll and Accounts Payable
 - C. Approve General Fund and Road Fund Payroll and Accounts Payable
 - D. Approve Per Diem and Mileage
- VII. Unfinished Business**
- VIII. New Business**
 - A. Request for full-time social worker position - Public Defender's Office
 - B. Request to fill position of court recorder – Friend of the Court
 - C. Request to reclassify Friend of the Court employees
 - D. Request approval of Mid-State Health Network agreement - Health Department
 - a. Budget amendment for Opioid Response
 - E. Request approval of Sheriff services for the Village of Clarksville
 - F. Request approval of budget amendment
 - a. Secondary Road
 - G. Request signature of Chairman on Corrections Officers and Clerks union contract
 - H. Request appointments to The Right Door board
 - a. Melissa McKinstry – Three-year term
 - b. Deborah McPeek-McFadden – Three-year term
 - c. Gretchen Nyland – Three-year term
 - I. Request approval for contract extension 2021 Pavement Marking – Road Department
 - J. Request approval for contract extension with Asphalt Paving – Road Department
 - K. Review and discuss tentative road projects

IX. Department Reports

- A. Central Dispatch – written report only

X. Reports of Officers, Boards, and Standing Committees

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

XI. Reports of Special or Ad Hoc Committees

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

XIII. Closed Session

XIV. Adjournment

Board and/or Commission Vacancies

- Economic Development Corporation/Brownfield Redevelopment Authority – One three-year term expired April 2020.
- West Michigan Regional Planning Commission – One one-year terms, expired December 2019.
- Tax Allocation Board – One –one-year term expired January 2021
- Board of Public Works-two-three-year terms expired January 2021
- Central Dispatch-one-two-year term expired December 2020

Appointments for consideration in the month of April 2021:

- Economic Development Corporation/Brownfield Redevelopment Authority- two three-year terms available
- Land Bank Authority-three three-year terms expiring in April 2021

Appointments for consideration in the month of May 2021:

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20963

- Consumers Energy Company requests Michigan Public Service Commission's approval for authority to increase its rates for the generation and distribution of electricity and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550, for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: **Monday, March 29, 2021, at 9:00 AM**

BEFORE: **Administrative Law Judge Sharon Feldman**

LOCATION: **Video/Teleconferencing**

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) March 1, 2021 application requesting the Commission to approve: 1) Consumers Energy to adjust its retail electric rates so as to provide additional revenue of \$225 million annually above levels established in Case No. U-20697 based on a projected 12-month test year ending December 31, 2022; 2) Consumers Energy to adjust its existing retail electric rates so as to produce a rate of return on common equity of not less than 10.50%; 3) the proposed Demand Response surcharge; 4) Consumers Energy's pilot proposals, including the Demand Response-related pilots, the Home Battery Pilot, and the adjustments to the Electric Vehicle pilots; 5) the proposed modifications to the rates, rules, and regulations; 6) Consumers Energy's accounting requests and use of regulatory assets or regulatory liabilities, as needed, related to (i) the continued deferral of certain distribution capital spending; (ii) the deferred Service Restoration cost proposal; and (iii) the Home Battery Pilot proposal; and 7) further relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by March 22, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20963**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

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

[CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.]