



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

7:00 P.M. Monday, April 18, 2022

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>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	V. <u>City Manager Report</u>	
7:05 PM	VI. <u>Presentations</u>	
7:15 PM	A. Arbor Day Proclamation	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
	A. First Reading of Ordinance 101M Amending Chapter 40, Sections 42-213, 40-214, 40-215, 40-216, 40-217, 40-218, 40-219, 40-220, 40-221, 40-222, 40-225, 40-226 of Article IV “Electrical System” of the Code of Ordinances of the City of Portland in Order to Authorize the Setting of Various Rates by Resolution of the City Council	
7:18 PM	B. Proposed Resolution 22-22 Approving a Request for Proposals for Broadband Telecommunications Services for the City of Portland	Decision
7:20 PM	C. Proposed Resolution 22-23 Approving, Authorizing, and Directing the Mayor to Sign an Agreement for Professional Assessing Services with Erik L. Litts	Decision
7:22 PM	D. Proposed Resolution 22-24 Approving, Authorizing, and Directing the Mayor to Sign an Exclusive Marketing Agreement with Martin Commercial Properties, Inc. to Sell City Owned Property	Decision
7:25 PM	E. Proposed Resolution 22-25 Approving, Authorizing, and Directing the Mayor and Clerk to Sign Ambulance Services Agreements with Danby Township, Portland Township, Westphalia Township, Orange Township, Lyons Township, the Village of Westphalia, the Village of Pewamo, and Sebewa Township and Approving the Care Plan Membership Agreement Form	Decision
7:28 PM	F. Proposed Resolution 22-26 to Revise Council Policy 77-1 Concerning Cemetery Rates	Decision

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:30 PM	G. Proposed Resolution 22-27 Approving a Proposal from GRP Engineering to Provide Engineering Services for Underground Projects for the Electric Department	Decision
7:32 PM	H. Proposed Resolution 22-28 Approving a Proposal from AECOM to Provide Dam Safety Consulting Services for the Electric Department	Decision
7:35 PM	I. Proposed Resolution 22-29 Approving a Proposal from AECOM to Provide FERC Monitoring and Reporting Services for the Municipal Dam	Decision
7:38 PM	J. Proposed Resolution 22-30 Approving a Proposal from Eagle Enterprise of Michigan to Provide Rehabilitation Services for the Municipal Dam	Decision
7:40 PM	K. Proposed Resolution 22-31 Approving Payment to F&V Construction for Work Performed for the Wastewater Treatment Plant Project	Decision
7:42 PM	L. Proposed Resolution 22-32 Approving Increases to the Fee Schedule for the Ambulance Department	Decision
7:45 PM	<p data-bbox="350 705 651 747">X. <u>Consent Agenda</u></p> <p data-bbox="423 747 1243 810">A. Minutes & Synopsis from the Regular City Council Meeting held on April 4, 2022</p> <p data-bbox="423 810 1317 884">B. Payment of Invoices in the Amount of \$198,778.66 and Payroll in the Amount of \$109,949.93 for a Total of \$308,728.59</p> <p data-bbox="423 884 886 926">C. Purchase Orders over \$5,000.00</p> <ol data-bbox="472 926 1300 1398" style="list-style-type: none"> 1. Newkirk Electric Associates in the Amount of \$5,250.00 for Preventative Maintenance at the Electrical Dam 2. MacAllister Rentals in the Amount of \$5,359.00 for Rental of three CAT Trash Pumps and Hoses 3. Amazon in the Amount of \$5,769.99 for iPads for the Electric Department 4. Total Technical Assurance Group, Inc. in the Amount of \$6,475.00 for Fiber Broadband Development 5. Lites Plus in the Amount of \$6,995.00 for LED Street Lights 6. Dickinson Wright in the Amount of \$7,182.00 for February Legal Services 7. Tri County Electric in the Amount of \$12,300.00 for Clearing of Joint Rights-of-Way 	Decision
7:48 PM	<p data-bbox="350 1440 634 1482">XI. <u>Communications</u></p> <p data-bbox="423 1482 1016 1524">A. Water Department Report for March 2022</p> <p data-bbox="423 1524 1016 1566">B. Police Department Report for March 2022</p> <p data-bbox="423 1566 1243 1608">C. Ionia County Board of Commissioners Agenda for April 12, 2022</p>	
7:50 PM	XII. <u>Other Business</u> – None	
8:00 PM	XIII. <u>City Manager Comments</u>	
8:05 PM	XIV. <u>Council Comments</u>	
8:05 PM	XV. <u>Adjournment</u>	Decision



ARBOR DAY 2022 PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, the City of Portland has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices; and

WHEREAS, seedlings will be distributed to all 3rd grade classes in the Portland Public Schools and St. Patrick Schools to promote the importance of trees in our community; and

WHEREAS, the City has scheduled a ceremonial tree planting on Friday, April 29, 2022 at Powers Park at 1:00 P.M. in recognition of Arbor Day

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTLAND JOINS ME IN PROCLAIMING APRIL 29, 2022 AS ARBOR DAY IN THE CITY OF PORTLAND.

BY ORDER OF THE CITY COUNCIL

James E. Barnes
Mayor

Joel T. VanSlambrouck,
Mayor Pro-Tem

Patrick Fitzsimmons

Amanda L. Johnston

Erica Sheehan

Monique I. Miller, City Clerk

Dated: **April 18, 2022**

SEAL

CITY COUNCIL

**CITY OF PORTLAND
Ionia County, Michigan**

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

ORDINANCE NO. 101M

AN ORDINANCE AMENDING CHAPTER 40, SECTIONS 40-213, 40-214, 40-215, 40-216, 40-217, 40-218, 40-219, 40-220, 40-221, 40-222, 40-225, 40-226 OF ARTICLE IV “ELECTRICAL SYSTEM” OF THE CODE OF ORDINANCES OF THE CITY OF PORTLAND IN ORDER TO AUTHORIZE THE SETTING OF VARIOUS RATES BY RESOLUTION OF THE CITY COUNCIL

THE CITY OF PORTLAND ORDAINS:

Section 1. Amendment of Chapter 40, Sections 40-213, 40-214, 40-215, 40-216, 40-217, 40-218, 40-219, 40-220, 40-221, 40-222, 40-225, 40-226 of the Code of Ordinances. Chapter 40, Sections 40-213, 40-214, 40-215, 40-216, 40-217, 40-218, 40-219, 40-220, 40-221, 40-222, 40-225, 40-226 of the Code of Ordinances are replaced in their entirety to read:

Sec. 40-213. Metered monthly charges.

Except as otherwise provided herein, electricity for each type of service to be furnished by the electrical system of the city to each premises, shall be measured by a meter installed and controlled by the city. Charges for electricity to each premises for each monthly period for the several types of services shall be as set forth by resolution of the council.

Sec. 40-214. Rate schedule 1; residential service.

(a) *Availability.* The residential service rate shall be available in all territory served by the city, in accordance with the city's service rules and regulations.

(b) *Applicability.* This rate shall be applicable only for residential use and for use incidental thereto supplied through one meter to each individual dwelling unit. The capacity of individual motors served under this schedule shall not exceed ten horsepower.

(c) *Type of service.* The type of service shall be single-phase, 60 hertz, at 120/240 nominal volts.

(d) *Monthly rate.* The monthly rate shall be as set forth by resolution of the council.

(e) *Terms of payment.* The bill is due upon receipt and payable by the 20th of the month following the date of mailing. After the 20th of each month the bill is delinquent. A delayed payment charge of five percent of the total net bill shall be added to delinquent bills.

Sec. 40-215. Rate schedule 2; general service "GS."

(a) *Availability.* The general service rate shall be available in all territory served by the city in accordance with the city's service rules and regulations.

(b) *Applicability.* This rate shall be applicable to all electric service where the load requirements can be met by transformers having a capacity not to exceed 150 KVA. Service under this schedule shall be of standard secondary voltage, delivered at one point and through one meter. Applicable to primary voltage service provided the customer furnishes all necessary transforming equipment. This schedule shall not be available for emergency or standby service. Applicability of this schedule to city accounts shall be at the discretion of the city.

(c) *Type of service.* The type of service shall be single-phase or multiphase, 60 hertz, at standard voltage.

(d) *Monthly rate.* The monthly rate shall be as set forth by resolution of the council.

(e) *Terms of payment.* The bill is due upon receipt and payable by the 20th of the month following the date of mailing. After the 20th of each month the bill is delinquent. A delayed payment charge of five percent of the total net bill shall be added to delinquent bills.

Sec. 40-216. Rate schedule 3; large general service "LGS."

(a) *Availability.* The large general service rate shall be available in all territory served by the city, in accordance with the city's service rules and regulations.

(b) *Applicability.* This rate shall be applicable to all electric service where the load requirements make necessary transformers having a capacity in excess of 150 KVA. This schedule shall not be available for emergency or standby service, nor for resale service. Applicability of this schedule to city accounts shall be at the discretion of the city.

(c) *Type of service.* The type of service shall be multiphase, 60 hertz, at standard voltage.

(d) *Monthly rate.* The monthly rate shall be as set forth by resolution of the council.

(e) *Terms of payment.* The bill is due upon receipt and payable by the 20th of the month following the date of mailing. After the 20th of each month the bill is delinquent. A delayed payment charge of five percent of the total net bill shall be added to delinquent bills.

Sec. 40-217. Rate schedule 4; customer generation/net metering "CGNM"

(a) *Availability.* This rate is available to city accounts at the discretion of the city on a first-come/first-serve basis to city-served electric customers who install and operate renewable electric

generating equipment to off-set all or a portion of their load. Such generation is limited to one percent of the city's single-hour peak load of the previous 12 months.

(b) *Applicability.* This rate is applicable in conjunction with electrical service provided under the city's other standard electric rate schedules to customers that (1) generate a portion of all of their own retail electric service requirements using renewable electric generation equipment, and (2) enter into a "net metering agreement" with the city.

(c) *Monthly rate.* The monthly rate shall be as set forth by resolution of the council.

(d) *Metering.* Usage, the net flow of electricity from the city to the customer or excess generation, the net flow of electricity from the customer to the city, will be measured with equipment capable of either reverse registration or a meter with separate registers measuring the flow of electricity in both directions. Metering equipment cost in excess of the metering equipment cost for measuring the usage of non-generating customers served and billed under the same retail rate schedule shall be paid by the customer.

(e) *Other provisions.* All other provisions included in the standard applicable rate schedule as set forth by resolution of the council shall apply.

Sec. 40-218. Rate schedule 5; security lighting SL.

(a) *Availability.* This rate is available to any customer served by the city for dusk to dawn lighting of customer's premises. All lights will be furnished and maintained by the city and will be installed from existing or new poles at locations accessible to the city's construction and maintenance equipment.

(b) *Monthly rate.* The monthly rate shall be as set forth by resolution of the council.

(c) *Terms of payment.* The bill is due upon receipt and payable within 15 days following the date of mailing. After 15 days from the date of mailing the bill becomes delinquent. A delayed payment charge of five percent of the total net bill shall be added to delinquent bills.

(d) *Service contract.*

(1) A written service agreement shall be entered into for a term determined as follows:

- a. One year, if additional facilities are not required; or
- b. Five years, if additional facilities are required.

(2) The city may, at its discretion, waive the one-year term requirement for service where additional facilities are not required.

(3) In the event a customer discontinues service before the end of the agreement term, an abandonment penalty will immediately become due and payable. The abandonment penalty will

be equal to any remaining balance of the total cost of the lighting facilities less any amount collected during the term of the agreement via the additional facilities charge.

Sec. 40-219. Schedules; city street lighting CSL.

(a) *Availability.* This rate shall be available only to the city for street lighting and city owned parking lot lighting.

(b) *Monthly rate.* The monthly rate shall be as set forth by resolution of the council.

(c) *Hours of lighting.* All lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night and all night, or approximately 4,000 hours per year.

(d) *Ownership of equipment.* All equipment necessary for service including fixtures, controls, poles, transformers, secondary equipment, lamps, and the appurtenances shall be owned and maintained by the city. All service and necessary maintenance will be performed only during the regularly scheduled working hours of the city.

Sec. 40-220. Schedule PCA; power cost adjustment.

Each month the amount charged for electric energy sold by the city shall be increased or decreased in accordance with a formula as set forth by resolution of the council.

Sec. 40-221. Rate schedule REP; renewable energy purchases.

(a) *Availability:* This is an option available to all customers served by the city on a first-come first-served basis to the extent renewable energy is available. Customers may purchase, subject to the approval of the city, for no less than 12 months, either ten percent or 25 percent of monthly usage.

(b) *Applicability:* This rate is applicable to metered and net-metered energy sales.

(c) *Monthly rate.* The monthly rate shall be as set forth by resolution of the council.

Sec. 40-222. Effective date of rates.

The effective date of rates shall be as set forth by resolution of the council concurrent with the setting of said rates.

Sec. 40-225. No free service.

No free service shall be furnished by the system to the city or to any person, firm or corporation, public or private, or to any public agency or instrumentality. Charges for services by the system shall be billed and collected monthly. Such charges shall become due at such times, not exceeding 25 days after the reading of the meter, as shall be established by resolution of the council. In the event that the charges for electricity furnished to any premises shall not be paid within 30 days

after the due date thereof, then electric service to such premises shall be discontinued. Services so discontinued shall not be restored until all sums then due and owing, including penalties, shall be paid, plus a shut-off charge and a turn-on charge as shall be established by resolution of the council. Charges against the city for street lighting and for other electricity furnished to it, shall be payable in monthly installments for the current funds of the city or from the proceeds of taxes which the city shall levy in an amount sufficient for that purpose.

Sec. 40-226. Rates; provisions.

The rates authorized by this article are estimated to be sufficient to provide for the payment of the expenses of administration and operation of the system and such expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order; to provide for the payment of the interest upon and the principal of all bonds payable therefrom, as and when the same shall become due and payable, and for the creation of a reserve for the payment of said principal and interest as required in this article; and to building up a fund for major repairs and replacements to the system as provided in this article. Rates shall be fixed and revised from time to time by the council so as to produce the foregoing amounts, and the city covenants and agrees to maintain at all times such rates for services furnished by the system as shall be sufficient to provide for the foregoing.

Section 2. Other Sections Not Affected. All other sections of Article IV Electrical System not specifically amended by this Ordinance shall not be affected and shall continue in full force and effect.

Section 3. Publication and Effective Date. The City Clerk shall cause this Ordinance to be published and recorded as provided in the City Charter and it shall take effect on the date of publication, but not less than ten (10) days after its adoption by the City Council.

Yeas:

Nays:

Abstain:

Absent:

ORDINANCE DECLARED ADOPTED.

James E. Barnes, Mayor

Monique I. Miller, City Clerk

Introduced:

Adopted:
Published:
Effective:

CERTIFICATION

I certify that the foregoing is a true and complete copy of Ordinance No 101 M, which was adopted by the Portland City Council at a regular meeting, held on _____ which was conducted in accordance with the Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976, as amended.

Monique I. Miller, City Clerk

Dated: _____

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-22

A RESOLUTION APPROVING A REQUEST FOR PROPOSALS FOR BROADBAND TELECOMMUNICATIONS SERVICES FOR THE CITY OF PORTLAND

WHEREAS, the City of Portland, through the Board of Light and Power, has been exploring the feasibility of offering broadband internet services to its residents and electric customers; and

WHEREAS, pursuant to the Michigan Telecommunications Act, Act 179 of 1991, MCL 484.2252 the requirements of section 14 of the Metropolitan Extension Telecommunications Right-of-Way Oversight Act, 2002 PA 48, MCL 484.3114 (“METRO Act”), the City is required to issue a request for competitive bidding to provide this service through the RFP (Request for Proposal) process; and

WHEREAS, at its regularly scheduled meeting held on March 29, 2022, the Board of Light and Power unanimously voted to recommend that City Council approve the issuance the RFP for Broadband Telecommunications Services, a copy of a memo from the Electric Superintendent is attached as Exhibit A; and

WHEREAS, the City Manager and city staff along with legal counsel are recommending that City Council approve the RFP for Broadband Telecommunications Services, a copy of which is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the RFP for Broadband Telecommunications Services, a copy of which is attached as Exhibit B.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 18, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 3-28-2022

Re: Deep Broadband Fiber Full-Service Provider RFP

The City of Portland has been considering how to bring Deep Broadband Fiber (i.e., fiber to the home) service to the city for several years. The first step to achieving this goal is to prepare a Request for Proposal (RFP), and determine if a willing, qualified, and capable third party will, build, own, operate, and maintain a system in our community. An RFP has been developed to this end.

RECOMMENDATION: Authorize and recommend to City Council to allow the PBLP to administer an RFP to seek Deep Broadband Fiber network providers to build, own, operate and maintain a fiber optic network serving PBLP customers within the City of Portland and in adjacent townships.

**REQUEST FOR PROPOSALS
CITY OF PORTLAND, MICHIGAN**

BROADBAND TELECOMMUNICATIONS SERVICES

1. Introduction

1.1 Network Background

The City of Portland intends to provide telecommunications within and beyond its boundaries and, in compliance with the Michigan Telecommunications Act, Act 179 of 1991, MCL 484.2252 the requirements of section 14 of the metropolitan extension telecommunications right-of-way oversight act, 2002 PA 48, MCL 484.3114 (“METRO Act”), issues this request for competitive sealed bids to provide telecommunications services under the same terms and conditions as the City is contemplating under this request for bids. To that end the City of Portland is seeking qualified bids from telecommunication providers (Provider) to own, engineer, design, construct, operate and maintain an open-access, underground Fiber Optic Broadband (FTTX) system that will begin to provide ultra-high speed internet access (within the next 24 months of proposal acceptance) to existing customers of the City of Portland Board of Light and Power Electric Department. The network will consist of a baseline of 10 Gigabits per second (Gbps) symmetrical backbone/ring service and minimum 100 Mbps and up to 1 Gbps symmetrical FTTX service initial customer offerings. The Provider would be responsible for providing updates and upgrades when technology allows.

The City of Portland may provide several forms of support, including (but not necessarily limited to): assistance in demand aggregation and long-term contracts and support for development of high bandwidth applications to drive adoption.

The network will be open access. The City of Portland defines this to mean that the network will provide reasonable and non-discriminatory access arrangements that ensures equivalence of price and non-price terms and conditions for all retail services. In addition, the Provider must not limit the ability of retail customers to run applications, use services and connect devices of their choice to the network.

The Provider will bear all costs and own the network, including (but not limited to) design, engineering, construction, equipment, operation, service, and insurance for the network, up to the end-user drop point or Customer Premise Equipment (CPE). The Provider will install and own the fiber service connection to the end users, including the CPE. The Provider will bear all operating and maintenance costs of the Provider-supplied network. The Provider should demonstrate a clear upgrade path for the network to meet future consumer demand and service developments. The City of Portland would like the network to serve as a development platform for innovation, next-generation application development, workforce development and job creation throughout the City.

This RFP seeks proposals for the deployment and operation by the Provider of an ultra-high speed fiber network for the use of the residents and businesses within the City of Portland Limits. The objectives are to establish a network that:

1. Initially is able to offer up to minimum 100 Mbps and up to 1 Gbps symmetrical FTTX retail broadband services.
2. Uses an underground Fiber Optic network architecture or equivalent as necessary for performance objectives
3. Passes 100% of City of Portland Board of Light and Power addresses both within the City limits and to those customers receiving such service in adjacent townships.
4. Is rolled out and made progressively operational over no more than 18 months from the execution date of a franchise to and contract between the City of Portland and the Provider which will be non-exclusive.
5. Promotes long-term economic and community interests in the City of Portland and its end users.

1.2 Assets, facilities, services

The Provider will be ultimately responsible for construction, purchasing, leasing or otherwise facilitating the use of any and all infrastructure to carry out the service. In certain instances, the City of Portland will provide the Provider with access to assets, services, and infrastructure of the City to the extent they are available and needed for deployment of the network at the sole discretion of the City and may charge a commercially reasonable fee for doing so. Infrastructure to be constructed by the Provider may include (but not necessarily limited to) conduit, switch/cabinet locations and any available land or rights-of-way.

In certain cases, access to fiber, conduit, rights-of-way, or other assets identified may be conditioned on (or require) approval from lessors or other third parties. In such situations, the City of Portland will work with the Provider to obtain any necessary approvals; however, it cannot guarantee their receipt.

1.2.1 Fiber

The City of Portland may provide the Provider with access to available optical fibers owned or leased by City of Portland in the City's sole discretion and upon terms and conditions agreed to by the City and Provider. Within the backbone/ring the Provider will always make available one tube of dedicated fiber for ownership by the City to be used only for City of Portland operations and emergency services. During the backbone/ring construction this fiber must be installed and provisioned for service to the following locations:

City Hall
Police/Fire Station
The DPW Building
All water treatment pumping and storage facilities

The Wastewater Treatment Plant
 The Municipal Dam
 The Electric Department/Power Station

1.2.2 Conduit

City of Portland may provide the Provider with access to existing conduit owned by City in the City's sole discretion and upon terms and conditions agreed to by the City and Provider.

1.2.3 Rights-of-Way

Construction and the installation of equipment in City of Portland's rights-of-way will be subject to franchise and METRO Act agreements. Subject to existing rights-of-way and easements, the City of Portland may allow Provider access to necessary rights-of-way on property owned by City of Portland. The City of Portland will also cooperate with Provider to gain access to rights-of-way owned or controlled by third parties within the City limits.

1.2.4 Installation Standards and Codes

It is required that the Provider be thoroughly familiar with the content and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs.

Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition, and addenda to each of these documents is considered to be definitive.

Standard/Reference	Name/Description
BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
BICSI TCIM	BICSI Telecommunications Cabling Installation Manual
	Customer-Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA - 568	Commercial Building Telecommunications Cabling Standard
TIA/EIA - 569	Commercial Building Standard for Telecommunication Pathways and Spaces
TIA/EIA - 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA - 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA - 455	Fiber Optic Test Standards
TIA/EIA - 526	Optical Fiber Systems Test Procedures

IEEE 802.3 (series)	Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard
NEC	National Electric Code, NFPA
NESC	National Electrical Safety Code, IEEE
OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

1.3 Relationship between Provider and City of Portland

The Provider will be an independent owner of the FTTX system and will provide all design, construction, and operation services for the system.

2. Services Required

2.1 Description of Services Required

The City of Portland seeks a Provider to design, build, install, own, operate, maintain, and manage a complete turnkey ultra-high speed FTTX communications network within the City of Portland limits and in adjacent townships. The system shall be a fully operational ultra-high speed communications network using internet protocol technology, which allows users Gbps access to and from the internet. This RFP does not require a specific technology, but City of Portland requires providers to deploy the FTTX network using GPON to provide up to 10 Gbps symmetrical up and down service to residences, businesses, and institutions within the City limits and Townships. This system must include all active and passive infrastructure, including single-mode fiber cabling, active repeater equipment, uninterruptible power supplies, network cross-connections, software, ancillary equipment, and ongoing maintenance.

The project must include complete system design; engineering; operation; monitoring; maintenance and enhancement; as well as negotiation and execution of access agreements with retail service providers. The network rollout will be based upon demand by community residents and businesses. The network design and operation must provide an open-access framework that maximizes wholesale and retail service delivery.

2.2 Network and Service Requirements:

Bidder's response shall include the following system specific network characteristics:

- Minimum capacity (in terms of number of fibers and bandwidth capacity) for (i) the backbone or metropolitan-area ring, (ii) residential users, (iii) enterprises/institutional users and (iv) government, institutions/public safety users.
- Development and implementation of open-access structure for service delivery.
- Bandwidth and technology gateway with caching for open access to cloud based and over-the-top (OTT) services (online delivery of video and audio content).

- Billing and settlement services.
- Wholesale internet-access service to City of Portland.
- Physical and logical layer network service access.
- Dedicated wave/VLAN services.
- Specify the expected dB loss of the network in an acceptable format.
- Service Level Agreement for the Network – Network Availability > 99.95%, Download/Upload bandwidths must be available 95% of the time, Packet Loss less than .5%, Network Latency less than 10 milliseconds (ms).
- All monthly rates will remain constant for the first three (3) years after the network is commissioned.
- The rates can only increase annually by the consumer price index (CPI) after the first three (3) years or 5% whichever is less.
- The Provider will be responsible for the cost of the fiber service to the premise, including the CPE.
- Tech (CPE and NOC hardware) will be upgraded at a frequency no greater than every 5 years.
- Successful bidder must provide the latest version of IP addresses as part of the cost of provisioning
- A local office must be maintained within 30 miles of the City, where business can be transacted with customers.
- Billing and sales support must be US based & available during normal business hours of 8:00 AM - 5:00 PM.
- All telephone inquiries must be answered within 60 seconds, at a minimum of 95% of the time, with an abandonment rate at less than 3%.
- Technical support must be provided on a 24/7 basis.
- Technical repair requests must be responded to in 24 hours or less.
- Network operations center (NOC), including:
 - a) Services for device provisioning and fault management services.
 - b) Proactive monitoring of network backbone and CPE equipment.
 - c) Network configuration and verification.
 - d) Troubleshooting with backbone provider.
 - e) Alerts and notifications, including:
 - i. Monitor equipment alarms 24/7
 - ii. Network troubleshooting for outages
 - iii. Policy based technician dispatching
 - iv. Simple Network Management Protocol (SNMP) and TL1 alarm monitoring.
 - v. Live online portal with documentation along with visibility of network and trouble ticket status for the City.

2.3 Responses to Scope of Work

Each potential Provider shall submit a business and technical plan which describes the approach to the project in this RFP. The business plan shall describe the Provider’s approach to design,

construction, operation and management of the network and the services to be provided over the network in enough detail to allow City of Portland to effectively consider the proposal. The Provider shall also include a description of the day-to-day operations and the management of all responsibilities related to the project and explain how the Provider will fulfill the Network and Service Requirements in Section 2. This should include (at a minimum) the following:

- **Technology**: A description of the network technologies underlying the proposed network solution(s). Each description should include the following information:
 - Technologies proposed and the limitations of each technology, and if a variety of technologies are contemplated, a discussion of the factors likely to influence the choice of technologies
 - Details as regarding the network design including (but not limited to): network design criteria, network elements, architecture, protocols, system reliability, availability, operations, and maintenance
 - Network performance characteristics, including the range of offerings, the capacity and other factors relevant for each proposed solution.

- **Service offerings**: A description of proposed retail service offerings that the Provider anticipates offering institutional, business, and residential customers, including (but not limited to):
 - Broadband service offerings (type of broadband service, speed tiers, differences between business and residential offerings)
 - Ancillary service offerings (including those identified in Section 2.2) that may be provided by the Provider;
 - Pricing strategy
 - Explanation of Provider's unique pricing or packages for key community stakeholders and populations (e.g., government, K-12 facilities, economically distressed areas).

- **Rollout strategy**: A project management timeline for the deployment strategy of the proposed rollout.

- **Roles and responsibilities**: A description of the roles and responsibilities envisioned for Provider, Provider team members, and (if applicable) third parties, for each of the following:
 - Network design
 - Network construction
 - Network operations and management
 - Community outreach and customer acquisition

- **Financial Projections**: The business plan should include a pro forma financial statement, identifying projected capital outlays, ongoing operational costs, and expected revenues

from wholesale and retail services for at least the first ten years of construction and operation. The plan should identify and quantify all key assumptions underlying the calculations. The total (engineering, design, construction) projected cost must be included to satisfy requirements of the METRO Act.

2.4 Provider Qualifications

Experience in Ultra-High Speed Network Design and Operation

The Provider should provide a statement of experience, highlighting similar network systems that it has designed, constructed, and operated, including project name, location, size, technology used, and reference contacts (name and phone number). Also, indicate whether each system is owned by the Provider or another entity.

Financial Stability

Provider upon award shall submit its three most recent annual financial statements in order to permit analysis of its financial resources and recent Dunn & Bradstreet reports. The bidder shall provide a bid bond in the amount of 10% of the total cost of the bid. In addition, the successful bidder shall provide a performance bond in the amount of \$5,000,000 (or an amount otherwise agreed to in writing by the City) to guarantee satisfactory completion of the project.

Staff Technical and Managerial Experience

Provider shall include a statement of experience and resumes of the project team, including the project manager and other key personnel who will be assigned to this project. Also, include a list of any known or anticipated subcontractors along with their roles and responsibilities.

Evidence of Legal Capacity

Provider shall include copies of Provider's most recent federal and Michigan annual reports and current licenses to provide telecom/communications services, a certification that all Michigan business and regulatory registrations/filings/taxes are current, and all internal corporate documents are kept and up to date (e.g., meeting minutes, bylaws, etc.). Proposals must be signed by an authorized representative of bidder.

Insurance Requirements

All bidders must comply fully with the insurance requirements stated under the METRO Act Model Bilateral Permit Form and must provide proof of coverage with their bid response including but not limited to Section 6.1.

Any deviation from these explicit requirements or failure to attach proof of current and active insurance coverage as stated herein will result in immediate disqualification of a bid response.

3. Administrative Issues

3.1 Availability of the RFP and Amendments

A Portable Document Format (PDF) version of this RFP is available on the City's website. Any

amendments to the RFP will be posted on the City's website. Any amendments supersede prior provisions and are effective upon posting on the project website. Each potential bidder is responsible for checking the website to learn of any amendments.

3.2 Questions about the RFP

The primary RFP contact for the City of Portland project is Todd Davlin. All general correspondence and any questions about this RFP must be submitted via email electricsuper@portland-michigan.org. The last date for questions will be 5:00 PM (EDT) on _____. All questions will be considered to be public and released with an answer at the Pre-Bid Meeting on _____. The identity of the person posing the question(s) will not be disclosed.

Providers should not directly contact any other City of Portland staff member. Any attempts to contact other City of Portland staff regarding this RFP (other than via the email process highlighted above) may be grounds for the City of Portland to reject the submission.

3.3 Additional Material

Providers are encouraged to review any additional materials and updates that may be provided prior to submitting their proposals at the project website noted above.

3.4 Informational Session

There will be a mandatory pre-bid informational session on _____ at 723 East Grand River, Portland-Michigan 48875.

3.5 Proposal Format and Certification

Proposals should be organized in the same sequence as Section 2 of this RFP, with responses referencing the appropriate corresponding RFP item(s). Providers should respond to each item at the level of detail which each is presented or list a variance with a particular item and propose alternate terms and (as applicable) supply any supportive detail. Proposals not conforming to the proper format or failure to respond to any required items may result in a Provider's disqualification and/or rejection of the proposal. Where the Provider is requested to supply information, include that information in the body of the proposal, or reference the attachment where it is included. A duly authorized officer or agent of the Provider must sign the proposal. Proposals that are not signed will not be considered.

3.6 Project Calendar

Anticipated Event Dates

- RFP Advertised and issued:
- Proposals Due:
- Proposal Evaluation Completed by

- Interviews with finalist firms no later than:
- Award and Letter of Intent for Contract no later than:
- Contract finalized no later than:
- Selected firm begins work no later than:
- First progress report due:

3.7 Proposals Due Date and Submission

Proposals are due by _____. All of the bid documents shall be submitted in a sealed envelope. The envelope shall be clearly marked to indicate Attn: _____ along with the name of the bidder. Proposals received after the deadline will not be considered. Proposals must be submitted via priority or certified mail. Two (2) hard copies and one (1) complete electronic hard copy are required for the submitted proposal. Faxed proposals will not be accepted. Providers assume the risk of the methods of dispatch or delivery chosen. Office hours for receipt of mailed or expressed proposals are Monday-Thursday, 8:00 am – 3:00 PM (EDT). Proposals shall be sent to the following address:

City of Portland Broadband
 Telecommunications RFP
 City of Portland Attn: _____
 259 Kent St, Portland, MI 48875

3.8 Process and Criteria for Evaluation of Proposals

The proposals will be opened publicly and reviewed internally at the convenience of City of Portland. All proposals will be evaluated at City of Portland’s sole discretion. An award, if any, will be made to the bidder who demonstrates the best ability to meet the overall goals of the project, with emphasis on the ability to fulfill the scope of work in the most timely and efficient manner.

Some of the qualification evaluation criteria includes (but are not limited to):

- Quality of response
- Upfront investment by Provider
- Experience of project team references
- Provider experience
- Financial strength of Provider
- Feasibility of Provider financial proposal

3.9 Clarification of Proposals

Notwithstanding any other provision of this RFP, City of Portland reserves the right to:

1. Initiate discussions with any (or all) potential vendors for the purpose of clarification of proposals.

2. Waive (or decline to waive) any defect in any proposal.
3. Accept, reject, or negotiate any (or all) proposals or the terms of any proposal (or any parts thereof) for the purpose of obtaining the best and final offer.
4. Cancel or amend this RFP or issue other requests for proposals.
5. Select a Provider based solely upon its analysis and evaluation of proposals submitted and request presentations on proposals if it believes further information is appropriate to the decision-making process.
6. Select no proposals at all.
7. Use any (and all) concepts presented in any proposal to obtain the most beneficial and effective path to achieving its desired goals for the project.

3.10 Negotiation and Execution of Contracts

The selected Provider agrees to execute a contract consistent with the terms of this RFP as modified for the proposal specifics within 30 days of the award. If the parties are not able to reach agreement and execute a contract within 30 days of the award, the City of Portland may declare the award void and may select another Provider or issue a new RFP or proceed otherwise as it sees fit.

The negotiated contract will include a requirement for the Provider to provide a bond (or other form of financial assurance) to ensure that City of Portland does not have to assume unanticipated costs of finishing the project.

3.11 Commencement of Work

The submission of a proposal in response to this RFP (and the subsequent evaluation of that response by the City of Portland) does not constitute a contract or any type of agreement between the City and any Provider for the commencement of work or the performance of any obligation. Only a written contract approved by the City of Portland City Council will authorize the commencement of work or obligate City of Portland on this project.

3.12 Use of Subcontractors

Providers may use City approved subcontractors to fulfill any obligations in connection with the project. Use of subcontractors shall be subject to all applicable state and federal laws. A Provider shall remain liable for fulfilling all its obligations on the project and for any claims or damages arising from the subcontractor's work.

3.13 Proposal Costs

Responding Providers are responsible for all expenses they incur in preparing and submitting a proposal or in contract negotiations with City of Portland, even if the City elects to reject all proposals. City of Portland will not be liable for any costs or damages incurred by any Provider in preparing and submitting a proposal.

3.14 Applicable Statute

City of Portland is a public entity. As a result, this RFP is subject to a variety of public procurement requirements, including (but not limited to) the Michigan Freedom of Information Act. The Provider is responsible for knowing and complying with all applicable federal, state, and local laws and regulations.

3.15 Errors and Omission in a Proposal

The responding bidder is responsible for all errors and omissions in its proposal. If it discovers an error and wishes to withdraw its proposal, the responding Provider should immediately notify the City of Portland. Depending on the stage of the process, the bidder may be liable for costs incurred by the City of Portland in analyzing the proposal or negotiating a contract.

3.16 Errors and Omission in the RFP

If City of Portland becomes aware of an error or omission in the RFP, it will post a notice on its website. If City of Portland discovers an error or omission after the proposals are submitted, it may, at its discretion, proceed or reissue the RFP. Even if it elects to rebid the RFP, City of Portland will not be liable for any costs or damages incurred by any bidder in preparing and submitting the original proposal.

3.17 Objections to RFP Terms

Any objections to RFP terms must be conveyed (in writing) to _____ and must be submitted by the deadline for submission of questions about the RFP in Section 3.2.

3.18 Acceptance of RFP/Proposal Content

By submitting a proposal, a bidder certifies that it has read, understood, and agreed to all requirements, terms, and conditions in this RFP. A bidder may withdraw its proposal prior to the RFP response deadline.

3.19 No Waiver of RFP Provisions

The City of Portland may (but is under no obligation to) waive any provision in this RFP at the request of a potential bidder. Any such waiver shall apply to all potential bidders, and no waiver shall constitute a waiver of any provision not specifically referenced therein.

3.20 Ownership and Confidentiality of Proposals

City of Portland will not pay for any information requested herein, and all proposals submitted become the property of City of Portland. Proposals will not be returned and may be subject to

disclosure pursuant to law including the Michigan Freedom of Information Act.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-23

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR TO SIGN AN AGREEMENT FOR PROFESSIONAL ASSESSING
SERVICES WITH ERIK L. LITTS**

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, City Council previously approved the appointment of Erik L. Litts as the City Assessor by Resolution 22-19; and

WHEREAS, the City Manager recommends that City Council approve the Agreement for Professional Assessing services with Erik L. Litts, 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 Agreement for Professional Assessing Services with Erik L. Litts, 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 18, 2022

Monique I. Miller, City Clerk

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

THIS AGREEMENT, made and entered into this 6th day of April 2022, by and between the **City of Portland**, 259 Kent Street, Portland, MI 48875, herein referred to as "**City of Portland**" and **Erik L. Litts**, 7390 Hammond Ave SE, Caledonia, MI 49316, herein referred to as "**Assessor**"

WITNESSETH:

WHEREAS, it is the intent of the City of Portland to retain Assessor to perform the duties of its certified assessor as an independent contractor, as outlined in the City's "Request for Proposals – Assessing Services" and as provided in the related proposal ("Proposal") attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, Assessor possesses the requisite Assessing certification with the Michigan State Tax Commission to act as the Assessor for and on behalf of the City of Portland; and

WHEREAS, the parties wish, 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 Assessor under Section III:

1.1 General Duties:

The Assessor shall be required to perform for the City of 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 Assessor and the City of 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. The Assessor shall be required to perform the duties and services as shown in the Proposal. In the event of a conflict between the Proposal and the Agreement, the Agreement shall control.

1.2 Time Allocation/Office Hours:

During the term hereof, the Assessor shall perform sixteen (16) hours of assessing work per week for the City of Portland during the contract term. Each week the Assessor will maintain a minimum of eight (8) office hours at the City of Portland City Hall at the above address for public appointments and other annual assessing work. During the time dedicated to "office hours" the Assessor will minimize any necessary field work and endeavor to remain available to walk in and phone traffic from taxpayers. 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 the City of Portland employees, then it will be recognized as a holiday by the Assessor. However, an alternate day agreeable to both parties may be requested if needs of service indicate a necessity.
- D. Up to three in-office days per year may be designated as "vacation" by Assessor with only remote services provided. If no contact at all (due to travel) is expected during a week where the in-office day is to be skipped, prior agreement will be reached with the City of Portland in advance.

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 City of 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 1 business day 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 Building Official. 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, City of 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, OPRAs, 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 City of Portland Treasurer. The Assessor, in cooperation with the City of Portland Treasurer and the City of Portland Clerk, shall also enter any delinquent City of 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 the City of 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 of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Assessor under this Agreement. The City of Portland shall have the right at any time to require the Assessor to make available to the City of 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 the City of 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 to act as Secretary for each of the March, July and December Board of Review sessions. All Board of Review sessions shall be scheduled as provided in the City of Portland's ordinances, resolutions and/or Charter, and within the time limits prescribed by state law, but City of Portland agrees to allow what flexibility is permitted should the Assessor's schedule require it.

The Assessor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined along with any relevant comments or notes in order to enable them to reach a determination on a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" packet 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.

If the Assessor is unable to attend any sessions, the Assessor must supply the City of 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.

The City of Portland shall retain ultimate control of all litigation and settlement negotiations and Assessor shall operate under the direction of the City 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 the City of Portland's expense. Additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City of Portland and agreed upon on a case-by-case basis. The City of 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. The City of Portland hereby authorizes Assessor, subject to the 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 the City of Portland information, documents, analysis and advice as may be required in the determination of the Assessor or the City of 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 the City 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 the City of Portland for such further assistance as is required by the City of Portland in the defense of such appeal. The Assessor shall make himself available as an expert witness on behalf of the City 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 Five Year Assessment Cycle:

This Agreement shall include annual review of 20% of the properties in each class within the City of Portland and Assessor will arrange for any necessary inspections outside of the contracted 16 hours per week. Should the City of Portland desire all properties to be reappraised en masse, 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 personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization:

The Assessor will ensure that the Assessment Roll turned over to the Board of Review in March will not result in any adjustment being applied by the County Equalization process and will caution the Board of Review if any adjustment the Board might be considering risks having such an adjustment be made. Assessor will strive to achieve a final Assessment Roll with each class of property being assessed between 49% and 50% as required by state law. The Assessor shall represent the City of 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 maintain their certificate in good standing with the State Tax Commission of Michigan and comply with all annual education requirements.

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 OPRA, 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, 2022, at the Portland City Manager's request, and each year thereafter, the Assessor shall prepare written recommendations and conclusions regarding the current state of the City 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 the City 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 the City of 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 City of 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 6, 2022. Unless sooner terminated, or an amendment with the addition of another participating municipality, this Agreement shall, by its terms, expire on April 6, 2025.

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 the City of 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 the City of Portland. In the event of the failure or refusal of the Assessor to forthwith deliver the above referenced materials, documents and files, the City of 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 the City of Portland without leaving City of Portland an adequate remedy at law, thereby entitling the City of 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 the City of 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 of 2025, 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 6, 2022 through April 6, 2025, unless sooner canceled or terminated under the provisions of Section II herein, the City of Portland agrees to pay to Assessor 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: \$34,000.00, payable in installments as agreed to by the City of Portland.¹

Year Two: \$35,020.00 (3% increase from Year One base amount). All other payment terms the same.

Year Three: \$36,070 (3% increase from Year Two base amount). All other payment terms the same.

Assessor shall be solely responsible for insurance, taxes and benefits for the Assessor and other persons providing services, and shall hold the City of 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, the City of Portland shall pay Assessor 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: CITY OF PORTLAND RESPONSIBILITIES

4.1 Basic Data:

City of 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 the City of Portland may possess concerning such properties (i.e., measurements, sketches, photographs, etc.).

4.2 Office Equipment

City of Portland shall provide the Assessor with appropriate tax parcel maps, office space and furniture, telephone, personal computer & accessories, 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.

The Assessor shall have access to the City of Portland's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, Apex Sketching and Microsoft Office applications. City of 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 the City of Portland's network or download or upload any software to the City of Portland's network, except with the City of Portland's prior written approval. The Assessor shall be liable for any adverse consequence upon the City of Portland's computer network or function caused by any software introduced in the network by the Assessor without prior written consent of the City 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 the City of Portland's computer network.

¹ First payment of this Agreement will be pro-rated.

The Assessor agrees that the City of 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:

City of Portland shall supply computer hardware, software and peripherals necessary to fulfill the Assessor's duties under this Agreement. The City of Portland will maintain the hardware, software and peripheral equipment through a regular maintenance program. City of 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 the City of 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.

4.5 Office Supplies:

City of 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:

City of 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 the City of Portland desires to implement some or all of the recommendations made by the Assessor as herein contemplated, City of Portland may request and the Assessor shall provide such services as are desired by the City of 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 the City 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, the City of 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 Relationship Between City and Assessor:

In the fulfillment of the services provided herein the Assessor and his employees, agents and officers shall at all times be deemed in a relationship of independent contractor to the City of Portland.

6.2 Indemnification/Insurance:

The Assessor shall hold the City of Portland harmless and indemnify the City of Portland from any claims for bodily injury, death or property damage that may arise due to his acts or negligence or that of his employees in the performance of services under this Agreement or that arise from his error or omission to properly perform his duties as assessor. Assessor shall, however, have no liability arising out of adjustments to assessments or other actions by Assessor, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of subject property and if the Assessor established the assessment pursuant to professional assessment standards and practices.

The Assessor shall report as self-employment income all compensation received by Assessor pursuant to this Agreement. The Assessor shall indemnify the City of Portland and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on the City of Portland to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by the Assessor pursuant to this Agreement. The Assessor shall not be entitled to receive any vacation or illness payments, or to participate in employee benefit plans for the City of Portland's employees.

The City of Portland shall not be required to obtain or maintain any insurance covering the Assessor, its agents or its employees. The Assessor shall obtain and maintain all necessary and appropriate insurance policies covering the negligent and wrongful acts of its employees and agents, including professional liability (in an amount not less than \$1,000,000.00 which shall provide protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable), general commercial liability (in an amount not less than \$1,000,000.00), and automobile liability coverage (in an amount not less than \$1,000,000.00). The City shall be named as an additional insured on the Assessor's general liability, and automobile liability policies. The Assessor shall provide any necessary unemployment and workers' disability compensation coverage for its employees. The Assessor shall provide copies of all insurance policies upon the City's request, together with copies of certificates of insurance showing the premiums to be fully paid.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of an assessing Services Contract, and as the City of Portland's decision to contract with Assessor 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 the City of Portland. Nothing in this Agreement shall prevent Assessor from employing such employees or agents, as Assessor 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), Assessor shall provide the City of Portland, at Assessor's expense, a certified MCAO Assessor to perform any and all such functions as required by this Agreement for the complete term of absence or incapacity. City of 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.

6.4 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 MCAO, 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.

6.5 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 the City of Portland with the City of 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, Assessor may have copies of all work performed. All of the foregoing shall be forwarded to the City of Portland at its request and may be used by the City of Portland as it sees fit. The City of 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, The City of 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 the City of Portland and will not be used for any other purpose by Assessor without written consent of the City of Portland. Any information relating to the services shall not be released without the written permission of the City of Portland. The Assessor shall act and preserve the confidentiality of all of the City of 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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:

Nothing in this Agreement shall act to waive governmental immunity nor any defenses available to the City of Portland 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, 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

James E. Barnes, Mayor

Erik L. Litts

Date: _____, 2022

Date: _____, 2022

Monique Miller
City Clerk

Date: _____, 2022

EXHIBIT A
PROPOSAL

-

Erik L. Litts
7390 Hammond Ave SE
Caledonia, MI 49316

March 15th, 2022

Mayor Jim Barnes
City of Portland
259 Kent Street
Portland, MI 48879

Dear Mayor Barnes,

I am interested in providing for the City of Portland's Assessing needs and am making this proposal submission to that end. My previous experience with the City makes me certain that I can provide everything that you might hope for, in both the technical and customer service aspects of the Assessing function. Additionally, given the fact that I've previously worked with the current City Hall staff, I'm certain that I can integrate smoothly into your current operations without any disruption to the existing workflows.

While I don't have an existing sample contract, having discussed your needs with Mindy Tolan, I'd like to offer my services with the following basic terms:

Three year contract with a first year rate: \$34,000 (with 3% increases in the succeeding two years)
Payment terms are negotiable, but 26 installments per year would be preferred.

Services included for this payment will include:

- Handling of all Assessing functions and responsibilities as specified by the State Tax Commission and Portland City Charter.
- 16 hours per week with 8 hours in Portland and 8 hours remote;
- The two weeks following the issuance of tax bills and Assessment Notices all 16 hours will be in Portland to deal with the customary increase in taxpayer questions;
- 1 business day or less response time for email and phone calls, even when out of the office;
- Handling off all Small Claims Tribunal appeals with no additional charge for hearings;
- Handling of Full Tribunal appeals unless legal counsel or a formal appraisal is deemed necessary, with no additional charge for appearances or hearings
- Printing and mailing of annual Assessment Notices using City resources;
- The annual review of 20% of the properties within the city as recommended by the State Tax Commission
- Prompt response to any request from City staff for documents, analysis, reports, information or advice regarding any aspect of property tax law, parcel data, parcel maps or anything else I might have personal knowledge or experience with;

Contractor's expectations of the City:

- Provision of a Portland ID;
- Computer, printer and scanner and general office supplies;
- Postcards, door hangers and other materials necessary for inspections and 20% review
- Remote access to BSA database

EDUCATION Aug95 - Apr99 Western Michigan University Kalamazoo, MI
Economics, Political Science Graduation Date: April 1999

Aug 99 - Present Western Michigan University Grand Rapids, MI
Master of Public Administration Ongoing

WORK EXPERIENCE Apr 16 - Jan 22 Holland Charter Township Holland, MI
Assessor

- * Oversaw preparation of the annual Assessment Roll
- * Develop new land values and ECF tables for all classes of property
- * Handled all Small Claims Tribunal appeals
- * Maintain database and produce all required reports

Jan 09 - Apr 16 City of Portland Portland, MI
City Assessor

- * Responsible for all aspects of the annual production of an Assessment Roll
- * Maintain municipal easement records and utility easement map

Jan 06 - Current City of Hastings Hastings, MI
Assistant Assessor

- * Develop new land values and ECF tables for all classes of property
- * Process all Board of Review, MTT and STC value and record changes
- * Maintain database and produce all required reports

Jan 06 - Jun 08 Pine Grove Township Kendall, MI
Assessor

- * Contracted to perform all assessment functions for the township
- * Contracted to perform a complete township re-appraisal

Feb 05 - June 05 City of Springfield Springfield, MI
Assessor / Zoning Administrator / Code Enforcement Administrator

- * Responsible for all aspects of municipal Assessment Administration program
- * Administered zoning, code enforcement, and building inspection functions

July 04 - Feb 05 City of Grand Rapids Grand Rapids, MI
Office Assistant II (Water Department)

Feb 02 - June 04 City of Grand Rapids Grand Rapids, MI
Administrative Analyst (Assessor's Office)

- * Created shapefiles and maps using GIS to effectively display and utilize assessing data
- * Maintain special taxation districts (Ren. Zones, DDA, TIFA, Brownfields, Smartzones, IFT's)

INTERNSHIP Jan 99 - Apr 99 U.S. Congressman Fred Upton Kalamazoo, MI

CERTIFICATIONS & SKILLS * Michigan Advanced Assessing Officer (Working towards MMAO), Eagle Scout
 * Skilled with Word, Excel, Access, Project; Internet research, ArcMap(GIS), Apex & Equalize

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-24

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR
TO SIGN AN EXCLUSIVE MARKETING AGREEMENT WITH MARTIN
COMMERCIAL PROPERTIES, INC. TO SELL CITY OWNED PROPERTY**

WHEREAS, the City owns approximately 50 acres of commercially zoned property located at Grand River Avenue and Cutler Road; and

WHEREAS, the City Manager recommends that City Council approve the Exclusive Marketing Agreement with Martin Commercial Properties, Inc. to sell the aforementioned property, 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 Exclusive Marketing Agreement with Martin Commercial Properties, Inc. to sell the aforementioned property, 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 18, 2022

Monique I. Miller, City Clerk



EXCLUSIVE MARKETING AGREEMENT

THIS AGREEMENT made this ____ day of March, 2022, between **CITY OF PORTLAND** (hereinafter "OWNER"), with offices at 259 Kent Street, Portland, Michigan 48875 and **MARTIN COMMERCIAL PROPERTIES, INC., a Michigan Corporation** (hereinafter "MARTIN"), with offices at 1111 Michigan Avenue, Suite 300, East Lansing, Michigan 48823.

WHEREAS, OWNER owns certain property located in the city of Portland, the county of Ionia, and the state of Michigan, commonly known as ±50.74 acres of vacant land at **1800 EAST GRAND RIVER AVENUE, PORTLAND, MICHIGAN 48875**, parcel #300-500-000-010-03, hereinafter referred to as "the Property;" and

WHEREAS, OWNER is desirous of selling the Property; and

WHEREAS, MARTIN desires to provide such marketing services to assist in facilitating the above;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, it is hereby agreed as follows:

1. **Appointment of MARTIN as Exclusive Agent.** OWNER hereby appoints MARTIN as sole and exclusive agent for marketing and selling of the Property during the term of this Agreement and OWNER covenants that no other person or entity will be appointed as marketing or selling agent during that term.
2. **Duties of MARTIN.** MARTIN shall use its best efforts to market and promote the sale and to negotiate sales thereof. Additionally, MARTIN shall coordinate documents for and assist in the closing of sales; and facilitate all advertising of the Property as both MARTIN and OWNER agree is necessary and desirable.
3. **Sale Terms.** The Property is offered for sale and can be divided. The listing price for the Property in its entirety shall be Fifty Thousand and No/100 (\$50,000.00) Dollars per acre, or Two Million Five Hundred Thirty-Seven Thousand and No/100 (\$2,537,000.00) Dollars. Concurrent with marketing the Property for sale in its entirety, MARTIN shall market two- to five-acre sub parcels at a list price of Ninety Thousand and No/100 (\$90,000.00) Dollars per acre, the location of the sub parcels shall be agreed upon at a later date.
4. **Compensation of MARTIN.** MARTIN will receive compensation for its marketing services only when we perform. Our professional fees are payable as indicated in Paragraph 5 below. In return for the services of MARTIN described in paragraph 2, above, OWNER agrees to compensate MARTIN as follows: Six percent (6%) of the gross sale price.

OWNER acknowledges that MARTIN may claim a lien upon the Property pursuant to PA 201 of 2010 to secure the payment of any commission earned under the terms of this agreement.

5. **When Professional Fees are Due.** Professional fees for sales as set forth in Paragraph 4, above, shall be paid at closing of any transaction by MARTIN or any other person or any part of the Property during the term of this Agreement.

Further, professional fees as set forth in Paragraph 4 above shall be due for the sale (of any part) of the Property by MARTIN or other party during the term of this Agreement, and for a period of six (6) months after its lawful termination if the purchaser is a reserved prospect of MARTIN named on a list provided by MARTIN within fifteen (15) days of termination of the Agreement (the "Prospect List").

6. **Term.** This agreement shall be in continuous effect between the parties hereto, from and after the date hereof, until March 31, 2023.
7. **OWNER's Warranties.** OWNER warrants that it fully intends to sell the Property and will use its best efforts to do so. OWNER further warrants that it has good title to the Property and will execute all necessary documents for sale upon MARTIN's procurement of an acceptable offer from a ready, willing and able purchaser. Additionally, OWNER warrants that MARTIN shall have reasonable access to the Property (and any improvements thereon) for showing it to prospective purchasers and MARTIN shall have the right to place appropriate advertising signs, which have been approved by OWNER, on the Property.
8. **Relationship of Parties.** It is hereby agreed that the relationship of MARTIN and OWNER is limited to the agency arrangement established by this Agreement and that MARTIN and OWNER are not forming a partnership, joint venture or any similar relationship. It is agreed that MARTIN is an independent contractor and has sole control over its time, manner and means of fulfilling its obligations under this Agreement. MARTIN may employ sub-agents in carrying out this Agreement so long as MARTIN is solely responsible for any obligations to such sub-agents. Neither MARTIN nor OWNER shall have the right to bind the other party in any dealings with third parties.
9. **Indemnification.** OWNER hereby agrees to indemnify MARTIN, its agents, officers and employees against all claims, damages, losses and expenses (including legal expenses) arising out of ownership and sale of the Property that are caused by OWNER's acts or omissions or the acts or omissions of OWNER's employees and agents. MARTIN hereby

agrees to indemnify OWNER, its agents, officers and employees against all claims, damages, losses and expenses (including legal expenses) arising out of MARTIN's acts or omissions or the acts or omissions of MARTIN's employees and agents.

- 10. **MARTIN Expenses.** MARTIN shall be responsible for its own expenses in carrying out its duties under this Agreement. However, if an earnest money deposit is forfeited or becomes non-refundable, MARTIN shall have the right to be reimbursed from that deposit for all its expenses traceable to such transaction, and shall further have the right to receive one-half of the remainder of that deposit as compensation for its efforts, but not in excess of the compensation agreed to in Paragraph 4 above.
- 11. **Nondiscrimination.** OWNER and MARTIN agree not to discriminate because of race, creed, color, national origin, sex, marital status, age or handicap in the sale or lease of the Property.
- 12. **Assignment.** Unless prior written authorization by the other party is obtained, this Agreement may not be assigned or otherwise transferred by either OWNER or MARTIN.
- 13. **Amendments.** No amendments or changes to this Agreement shall be effective unless they are in writing and signed by both parties.
- 14. **Applicable Law.** This Agreement and any dispute relating to it shall be construed under the laws of the State of Michigan.
- 15. **Heirs and Successors.** This contract binds OWNER, MARTIN, their personal representatives and heirs, and anyone succeeding to their interest in the Property.
- 16. **Other Provisions.** None
- 17. **Agreement Terms Exclusive.** This Agreement contains the entire contract between OWNER and MARTIN and neither party is relying on any representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

WITNESSES TO OWNER:

CITY OF PORTLAND

By: _____
Print: _____
Its: _____
Phone: _____
Email: _____

WITNESSES TO MARTIN:

MARTIN COMMERCIAL PROPERTIES, INC.,
a Michigan Corporation

By: _____
Chris Buck
Its: Senior Managing Director / COO

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-25

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR AND CLERK TO SIGN AMBULANCE SERVICES AGREEMENTS
WITH DANBY TOWNSHIP, PORTLAND TOWNSHIP, WESTPHALIA
TOWNSHIP, ORANGE TOWNSHIP, LYONS TOWNSHIP, THE VILLAGE OF
WESTPHALIA, THE VILLAGE OF PEWAMO, AND SEBEWA TOWNSHIP
AND APPROVING THE CARE PLAN MEMBERSHIP AGREEMENT FORM**

WHEREAS, the City provides ambulance service to various political subdivisions through the Portland Area Ambulance Service; and

WHEREAS, those political subdivisions that would like the City to provide ambulance service to their citizens must sign a copy of the 2022-2023 Ambulance Services Agreement, a copy of the proposed agreement is attached as Exhibit A; and

WHEREAS, households within may participate in the Portland Ambulance Care Plan Subscription Service to limit their out-of-pocket expenses for the uninsured portions of their ambulance bills, a copy of the Membership Application/Agreement Form is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves, authorizes, and directs the Mayor and Clerk to sign the Ambulance Services Agreement with those Political Subdivisions that desire service in a form substantially the same as the copy which is attached as Exhibit A.
2. The Portland City Council approves the Membership Application/Agreement Form attached as Exhibit B.
3. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 18, 2022

Monique I. Miller, City Clerk

PORTLAND AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the CITY OF PORTLAND, Ionia County, Michigan, a Michigan Municipal Corporation, hereafter referred to as CITY, and

1. THE TOWNSHIP OF DANBY, and
2. THE TOWNSHIP OF PORTLAND, and
3. THE TOWNSHIP OF WESTPHALIA, and
4. THE TOWNSHIP OF ORANGE, and
5. THE TOWNSHIP OF LYONS, and
6. THE VILLAGE OF WESTPHALIA, and
7. THE VILLAGE OF PEWAMO, and
8. THE TOWNSHIP OF SEBEWA,

all being Michigan Municipal Corporations and hereinafter collectively referred to as Political Subdivisions.

WHEREAS, the above named Political Subdivisions are desirous of providing ambulance service to their residents through the PORTLAND AMBULANCE SERVICE, which is owned and operated by the CITY.

NOW, THEREFORE, in consideration of mutual promises, services, and sums of money hereinafter provided, the parties agree as follows:

THE CITY SHALL:

1. Purchase, maintain, equip, and house two (2) vehicles suitable to be used as ambulances.
2. Employ EMERGENCY MEDICAL TECHNICIANS to operate said ambulances.
3. Train said EMERGENCY MEDICAL TECHNICIANS to meet all Federal, State, and Local requirements.
4. Purchase and carry all necessary and normal insurance for ambulance business.
5. Compile an annual report showing the following:
 - a. Number of runs to assist patients who reside in each Political Subdivision and the number of runs in each Political Subdivision to assist patients who reside outside of the entire district covered by this contract.
 - b. The total of revenues and expenses of operating the Ambulance Service, and the gain or loss for that period.
6. Maintain accounts and records for all transactions of the Ambulance Service, which will be audited as part of the City's annual audit. A copy of the City's audit will be made available to each Political Subdivision, upon request.

7. Make all services of the ambulance department available to any and all residents in the territory of all parties.
8. Provide a subscription agreement to each Political Subdivision to allow its residents the option of participating in the ambulance service according to the terms and conditions of the Portland Emergency Care Plan, a copy of which is attached and is incorporated by reference. This subscription plan for ambulance service shall commence at 12:01 a.m. on the **1st day of July 2022** and shall run for a period of one year.
9. Each Political Subdivision agrees to be responsible for the mailing of the Portland Emergency Care Plan to all households in their political subdivision.
10. The CITY and the Political Subdivisions agree to pay a \$20.00 per capita charge for each of their residents, based on the 2010 Census, which will be deposited into the Ambulance Fund. The Ambulance Department retains the right to bill all patients for all ambulance calls and to retain all funds collected by such billing. Political Subdivisions will not be billed for individual ambulance runs into their respective Political Subdivision.

The Political Subdivisions agree that the sums paid by the Political Subdivision to the CITY are in consideration of the CITY providing ambulance service to their jurisdiction during the contract term and are not refundable. Funds paid for ambulance service under this agreement do not create any ownership rights or equity interests in the CITY's Ambulance Department assets, vehicles, equipment, accounts receivable or any other present or future accounts thereof.

THE PARTIES MUTUALLY AGREE THAT:

11. Services rendered to a resident of any of the parties hereto by an ambulance service other than Portland Ambulance Service shall not be construed as services provided hereunder and the City shall assume no responsibility for the payment of such services.
12. That the City will be responsible for the collection of rates and charges for ambulance service it provides in the Political Subdivisions and is entitled to keep all proceeds.
13. This Agreement supersedes all prior Ambulance Service agreements between the parties. However, nothing contained herein will be interpreted to prevent the City from the collecting on any unpaid accounts, including any unpaid charges of a Political Subdivision.
14. That the payment by the Political Subdivision to the City shall create no agency relationship between parties, nor will the Political Subdivision have any supervision or control over the City's manner of conducting its ambulance business.
15. The terms of this agreement shall commence at 12:01 a.m. **on the 1st day of July, 2022**, and shall run for a period of one year from the date thereof, and from month to month thereafter until terminated by mutual consent or by any party giving the other at least **sixty (60) days** written notice of its desire to terminate.
16. That should any provision of this agreement be unenforceable, void, or contrary to public policy as set forth in any statute or in any case decided by an appellate or supreme court in the State of Michigan,

that such provision shall be severed from the remainder of this Agreement, and shall have no force and effect upon remaining provisions not so affected by such legislative or judicial action.

17. It is further agreed that the City shall hold the Political Subdivision harmless for any liability said Political Subdivision might suffer due to acts or omissions of the City's employees in the performance of their duties under this contract.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN AND CERTIFY THAT EACH HAS EXECUTED THIS AGREEMENT AFTER BEING DULY AUTHORIZED BY RESOLUTION OF THEIR RESPECTIVE LEGISLATIVE BODY AT A MEETING OF SUCH BODY CALLED FOR SUCH A PURPOSE.

THE CITY OF PORTLAND

BY RESOLUTION OF ITS CITY COUNCIL

By _____
Mayor James E. Barnes

Dated _____

By _____
Monique I. Miller, City Clerk

The _____

BY RESOLUTION OF ITS _____

By _____

Dated _____

By _____

2022-2023
PORTLAND AMBULANCE EMERGENCY CARE PLAN
Membership Application/Agreement Form



Head of Household: _____ Social Security # _____
Address: _____ Phone Number: _____
City: _____ State: _____ Zip: _____ Birth Date: _____
Township/Village: _____ Renewal: Yes No Employer: _____

Other Eligible* Household Members:

Name	Birth Date	Social Security Number	Employer
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Insurance Information:

Head of Household Medicare #'s: _____ Medicaid #'s: _____
Spouse Medicare #'s: _____ Medicaid #'s: _____

Commercial Insurance Company: _____ Policy Number: _____
Group Number: _____ Name of Insured: _____

Commercial Insurance #2: _____ Policy Number: _____
Group Number: _____ Name of Insured: _____

Please submit with a copy of all current insurance cards (renewals included)

Please read the following agreement and sign below. Payment must accompany form for the agreement to be valid. I understand that the annual \$60.00 membership fee limits my out-of-pocket expenses for the uninsured portion of my ambulance bill(s) for **medically necessary** ambulance transportation provided only by Portland Ambulance. I understand that the Emergency Care Plan is not an insurance program and that the Portland Ambulance will bill all applicable insurances including supplemental and complementary, for all ambulance services, and will accept as payment in full any payment(s) received from same. **I further understand that ambulance transports deemed to be not a medical emergency are not covered by this Emergency Care Plan and the bill then becomes my responsibility.** I understand that my signature below authorizes Portland Ambulance Service to bill any and all insurance carriers on my behalf and authorizes my insurance carriers to make payments directly to Portland Ambulance. Should my insurance carrier send payment(s) to me for any services provided by Portland Ambulance, I agree to immediately forward such payment(s) to **MHR PO Box 13247, Lansing, MI 48901-3247**. My signature also allows Portland Ambulance to release any information regarding my ambulance run to my insurance company(ies) for billing purposes. **Membership fees will be collected from May 1, 2022 through June 30, 2023.** Membership is non-transferable and non-refundable. Coverage period is from July 1, 2022 through June 30, 2023.

*Note: a household is considered all persons claimed on enrolling member's Federal Tax Return for the previous year (2021). Any exception must have approval from the Ambulance Director prior to entering into this agreement.

I have read and agree to the above statements

Head of Household: _____ Spouse: _____
Signature Date Signature Date

PORTLAND AMBULANCE EMERGENCY CARE PLAN

Welcome!

This past year has brought more changes in Medicare laws and health care overall. We at Portland Ambulance are striving to provide you with the best care possible while still adhering to some very stringent federal regulations. If you are a returning subscriber, or a new member, we would like to thank you for participating in our program. As always, patient care is our top priority.

The annual fee is \$60.00. **Please read the agreement carefully before you sign it.** Applications must be turned in before the enrollment deadline of July 1, 2022. You will also need to supply us with copies of your insurance cards at that time. This applies to new and renewing members. If you are a Medicare recipient, please read the Medicare note below before you submit your form.

Frequently Asked Questions

Who can subscribe? Any household residing in the coverage area of Portland Ambulance Service, regardless of financial status or insurance coverage. All members of the household will be covered under the terms stated in the agreement.

How do I enroll in the Plan?

1. Carefully read the agreement and fill it out completely. **You may enroll anytime between May 1 and July 1, 2022.** Your enrollment covers medically necessary service from July 1, 2022 through June 30, 2023.
2. Submit your form with payment and copies of your insurance cards to:

City of Portland		Portland Ambulance
259 Kent St.	OR	773 E Grand River
Portland MI 48875		Portland MI 48875
Attn: Emergency Care Plan		Attn: Emergency Care Plan

What does the Plan cover? The plan covers all medically necessary ambulance runs during the coverage year of July 1, 2022 through June 30, 2023.

Do I have to renew every year? Yes. With changes in insurance billing requirements, we must renew your signature and verify your insurance cards every year. This insures correct and efficient billing to your insurance company.

Can I subscribe if I live in Florida for the winter? Yes. Your coverage will cover you while you are at your residence in Portland. You must provide us with the months you will be gone, and we will prorate your fees accordingly. Remember, you must enroll before July 1, 2022.

Does the Plan cover service by other ambulance companies? No. Rarely, Portland Ambulance is busy assisting other patients and may not have an ambulance available; the next closest ambulance service may respond to your emergency. You may want to consider participating in additional care plans offered by neighboring ambulance services if this concerns you.

If you have any questions or need further information, please call the Ambulance Director at 517-647-2934.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-26

**A RESOLUTION TO REVISE COUNCIL POLICY 77-1 CONCERNING
CEMETERY RATES**

WHEREAS, the Cemetery Director has reviewed and revised Council Policy 77-1 to update the Cemetery rates; and

WHEREAS, a copy of the Cemetery Directors memo with the proposed revised rate schedule is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves revising Council Policy 77-1 as set forth 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 18, 2022

Monique I. Miller, City Clerk



Attached is a proposed update to the rate schedule within the Portland Cemetery Rules and Regulations. The update calls for an increase to all cemetery rates. As the cost of cemetery maintenance increases it is important that the rates associated with that maintenance is assessed as well. With that, below is a summary of the recommended changes. If approved, the changes would be effective July 1, 2022.

- Increase to burial rights deeds; all plot sizes: \$50 increase for residents, \$75 for non-residents
- Increase to vaulted burial fee: \$100 increase for residents, \$125 for non-residents
- Increase to cremation burial fee: \$50 increase for residents, \$75 for non-residents
- Increase to overtime fee: \$50 increase for all burials taking place on Saturdays or arriving to the cemetery after 2:30pm on weekdays.
- Increase of \$.10/sq.ft. on all foundation fees

Respectfully,

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

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

CITY OF PORTLAND CEMETERY RATES

*Established by City Council as a part of the Rules and Regulations Policy #77-1 and amended.
Rates updated July 1, 2021

A. DEED TO BURIAL RIGHTS – per one full-size plot

Resident of the City	\$300.00	\$350.00	(\$50.00 is perpetual care)
Nonresident of the City	\$475.00	\$550.00	(\$75.00 is perpetual care)

DEED TO BURIAL RIGHTS – per one cremation grave; 4’ by 3’ feet deep

Resident of the City of Portland	\$175.00	\$225.00	(\$25.00 is perpetual care)
Nonresident of the City	\$275.00	\$350.00	(\$50.00 is perpetual care)

B. BURIAL FEE – opening and closing for vaulted burial

Resident of the City	\$275.00	\$375.00
Nonresident of the City	\$400.00	\$525.00

CREMATION BURIAL – opening and closing for buried cremains

Resident of the City	\$125.00	\$175.00
Nonresident of the City	\$175.00	\$250.00

An additional charge of ~~\$150.00~~ **\$200.00** is added to any weekday burial scheduled to arrive at the cemetery after 2:30 p.m. and for any burial scheduled for Saturday.

DISINTERMENT FEE (one way) **-\$1,000**

Relocation to another plot in the Portland Cemetery requires an additional grave opening fee

C. FOUNDATION FEE (per square inch)

New foundation	\$0.30	\$0.40
Overlay current foundation	\$0.20	\$0.30
Removal of foundation	\$0.20	\$0.30

~~Additional charges apply for contracted marker removal~~

If needed, the purchaser is responsible for contracting the removal and resetting of marker(s) for overlay or removal services

D. All monuments not flush with the existing grounds shall have foundations that extend 4” in all directions beyond the widest part of the monument. Only the City shall install foundations. Foundation size is determined by the size of the monument and any additional foundation that is requested by the purchaser, up to the maximum width of the plot(s).

All veterans’ stones and bronze plaques will be placed flush with the ground at no charge.

All monuments not in the headstone row must be flush with the ground.

The payment for foundations must be received prior to installation of the foundation by the City of Portland.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-27

**A RESOLUTION APPROVING A PROPOSAL FROM GRP ENGINEERING
TO PROVIDE ENGINEERING SERVICES FOR UNDERGROUND
PROJECTS FOR THE ELECTRIC DEPARTMENT**

WHEREAS, the City's electric utility system is approximately 90% underground and among the most reliable in the state of Michigan; and

WHEREAS, the continued process to underground the remaining overhead system will further enhance reliability for our electric customers; and

WHEREAS, the Electric Superintendent and City Manager recommend approving the proposal from GRP Engineering to provide engineering services related to the undergrounding projects in the total amount of \$14,400.00, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on March 29, 2022, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the proposal from GRP Engineering to provide engineering services related to the undergrounding projects in the total amount of \$14,400.00, a copy of the proposal and memo from the 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:

RESOLUTION DECLARED ADOPTED.

Dated: April 18, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power
From: Todd Davlin, Electric Superintendent
cc: Tutt Gorman, City Manager
Date: 3-25-2022
Re: GRP Engineering – 2022 Underground Projects

There are three significant underground/improvement project the PBLP would like to conduct during the Summer of 2022. The projects are being completed to replace aging facilities and continue the process of converting the overhead system to underground. In order that the systems may be constructed competitively and planned in accordance with current electrical engineering and safety conventions we sought a proposal from GRP to design each project. Design work will be basic, but will include a one-line diagram, layout, and equipment area layout details. Field work for the design will be completed during a single day field visit. The estimated costs for this work are below:

Market Street Underground	\$4,800
Okemos Road Underground	\$4,700
MECO & Bill's Party Store Underground	\$4,900

RECOMMENDATION: Authorize and recommend to City Council to use of GRP to prepare engineering plans for calendar year 2022 distribution system underground/improvement projects for an estimated total cost of \$14,400.

March 20, 2022

Mr. Todd Davlin
Superintendent Electric Department
City of Portland
259 Kent Street
Portland, MI 48875

**RE: Engineering Service Proposal
2022 Underground Projects**

Dear Todd:

GRP Engineering, Inc. is pleased to present this proposal to City of Portland for engineering services associated with three 2022 conversion to underground projects. These projects are being completed to replace aging facilities and continue the process of converting the overhead system to underground. This proposal covers all three projects proposed for 2022 including Market Street, Okemos Road, and the Grand River Ave crossing at Bill's Party Store/MECo.

Market Street Underground

The Market Street underground project includes conversion of the overhead single-phase line from Canal Street south to the end of the line. Approximate length of conversion is 2,000' and includes four transformers, services, and lighting.

Okemos Road

The Okemos Road underground project starts at Grant Street/Oakwood Elementary School and runs south for approximately 1,500' to the end of line at 9066 Okemos Rd. The project includes three transformers, services, street and parking lot lighting plus an underground crossing of I-96. An MDOT permit will be required for the crossing.

MECO & Bill's Party Store

The third project includes conversion of the overhead crossing E. Grand River Ave at Charlotte Highway which serves MECO and Bill's Party Store. The project includes conversion of this three-phase line, underground cable, and padmount transformer installation for these two commercial services.

GRP Engineering's understanding is that all conduit installation work on this project will be completed by contracted crews and all electrical work plus overhead removal will be completed by City of Portland crews. GRP Engineering will complete design for the new underground including one-line diagram, layout and equipment area layout details. Field design work for all projects will be completed during one field visit.

2022 Conversion to Underground Projects Scope of Services

Our scope of services for completing the 2022 Conversion to Underground projects include:

- Field review each project with City of Portland staff
- Inventory existing overhead
- Design new underground system
- Prepare removal overhead drawings
- Prepare conduit & equipment layout drawings
- Prepare equipment area layout detail drawings
- Prepare one-line diagram
- Create two material lists (conduit & electrical)

GRP Engineering, Inc. proposes to complete the engineering design services for the 2022 Conversion to Underground projects on an hourly basis for a total fee not to exceed \$14,400, including expenses. All services performed for the City of Portland within this scope will be billed on a monthly basis. Should additional services be required outside the scope of this proposal, we will complete those tasks on an hourly basis based on the attached rate sheet.

Per Project Costs

- Market Street Underground \$4,800
- Okemos Road \$4,700
- Bill’s Party Store/MECo \$4,900

Deliverables

Deliverables for each project will include:

- Overhead removal drawings (*PDF Format*)
- Underground conduit/electric layout drawings (*PDF Format*)
- Equipment layout detail drawings (*PDF Format*)
- Electrical one-line diagram (*PDF Format*)
- Material lists (*Excel Format*)

This proposal is based on the City of Portland submitting the MDOT permit application via the State of Michigan on-line portal.

We appreciate the opportunity to submit this proposal and look forward to being of service to you. Please contact me should you have any questions.

Sincerely,
GRP Engineering, Inc.

**Michael P.
McGeehan**

Michael P. McGeehan, P.E.
President

Enclosures

Accepted:

 Digitally signed by Michael P. McGeehan
Date: 2022.03.20 21:45:32 -04'00'

City of Portland

Date

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-28

**A RESOLUTION APPROVING A PROPOSAL FROM AECOM TO
PROVIDE DAM SAFETY CONSULTING SERVICES FOR THE
ELECTRIC DEPARTMENT**

WHEREAS, the City's electric utility system includes the operation of the hydro plant and municipal dam; and

WHEREAS, it is critical that the City continue to properly assess the dam and ensure that it remains operationally safe and adequately monitored; and

WHEREAS, the Electric Superintendent and City Manager recommend approving the proposal from AECOM to provide dam safety consulting services to the Electric Department in the amount of \$15,500.00, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on March 29, 2022, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the proposal from AECOM to provide dam safety consulting services to the Electric Department in the amount of \$15,500.00, a copy of the proposal and memo from the 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:

RESOLUTION DECLARED ADOPTED.

Dated: April 18, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 3-25-2022

Re: AECOM Dam Safety and Asset Management

Over the past four months we have talked to and met with several engineering firms with FERC and general professional experience providing engineering services to dams that generate power in Michigan and throughout the United States. Two firms stood out as best suited to our needs: AECOM and Barr Engineers. We conducted in-person meetings with both firms and sought proposals to perform an assessment of our records and facilities and provide recommendations for safety and asset management improvements. AECOM's proposal was for \$15,500 (See Attached) and Barr Engineers proposal was for \$36,000. Based on the lack in house engineering resource and historical expertise we need a baseline assessment of the facility.

RECOMMENDATION: Authorize and recommend to City Council to use of AECOM to conduct dam safety and asset management compliance work for the Portland Municipal Dam for an estimated total cost of \$15,500.

December 22, 2021

Mr. Todd Davlin
Superintendent Electric Department
City of Portland, Michigan
259 Kent Street
Portland, MI 48875

**Portland Municipal Dam – Dam Safety Consulting Scope of Work
(AECOM OPP-1160220)**

Dear Mr. Davlin,

AECOM is pleased to present this proposal for dam safety consulting for the Portland Municipal Dam. This proposal is based on our conversations with you on November 10th, 2021.

INTRODUCTION

The AECOM team understands the importance of confirming that the Portland Municipal Dam is operationally safe, adequately monitored, and compliant with FERC regulations and requirements. We understand that the City of Portland intends to engage a consultant with FERC dam safety experience to evaluate the project and proactively identify potentially existing or developing dam safety concerns. For this, AECOM proposes a preliminary dam safety assessment to focus on evaluating the current condition of the dam, the operational requirements and limitations of the dam, and the existing dam safety practices. The overall goal of this preliminary assessment is to identify any existing or developing dam safety concerns and provide proactive recommendations and planning such that adequate budget resources are allocated in the future to allow for the continued safe operation of the dam.

AECOM provides planning, investigation, and design services for a variety of dam projects in Michigan and around the country and has extensive experience with dam safety related to FERC regulated dams. AECOM has an extensive track record in dam safety evaluations, refurbishments, upgrades, and design improvements of dams. Our dam rehabilitation work has typically included improvements to embankments and spillways, gate rehabilitation, concrete refurbishment, and addition of spillway capacity and freeboard to account for the increasing magnitude of design storms.

SCOPE OF SERVICES

For this preliminary dam safety assessment, AECOM intends to perform a “high-level” overview of the facility and its operations. The focus will be on identifying potential areas of concern and developing an understanding of the conditions under which the dam operates, and the appropriate dam safety considerations based on FERC and State of Michigan requirements. Although the intention is to identify potential concerns and items which may need repair or further evaluation, AECOM does not intend to perform design calculations but will provide recommendations for repairs and additional investigations/evaluations.

Depending on the findings of the preliminary dam safety assessment, a comprehensive dam safety evaluation may be needed on the project features to provide a detailed assessment of their capability to retain the stored volume and to pass flows around and through the dam in a controlled and safe manner. The main activities involved in such evaluations include: inspection and verification of the state of project features (civil, geotechnical, mechanical, and electrical evaluation), surveying, geotechnical explorations, verification of design criteria, stability analyses, testing of flow control equipment, flood analysis, failure analysis, selection of inflow design flood based on failure consequences and freeboard analysis.

Based on our understanding of the City of Portland's goals, we believe that a preliminary dam safety assessment is an appropriate starting point. This approach is recommended to help the City of Portland in identifying items if long-term capital expenditures are needed to maintain the dam.

Our proposed approach includes the following activities.

Task 1 – Data Review: The AECOM team will review publicly available data (e.g., NID data) and data provided by the City of Portland related to the design, construction, regulatory oversight, and dam safety practices. Pertinent information would include recent inspection reports, repair documents, photographs, piezometer data, as-built data, emergency action plans, and FERC correspondence. Other pertinent data we will review, if available, includes previous geological/geotechnical investigation reports, engineering analyses documents, design documents, modification documents, and other instrumentation data/reports. Our review will be performed to gain an understanding of the design and performance of the dam, identify data gaps, and identify any dam safety and/or operational deficiencies.

The data review effort may reveal data gaps which consist of missing or incomplete data that would otherwise be necessary for adequate dam assessment, recommendations development, and/or to meet regulatory criteria or industry practice. For example, our review of available historical geotechnical investigation data may reveal missing or limited information on ground water levels, phreatic levels, foundation data, and/or as-constructed material properties. Similarly, the data review could reveal missing engineering analyses (e.g., inflow design flood, slope stability, liquefaction, etc.) which may be necessary to adequately assess dam performance and dam safety.

Task 2 – Visual Inspection: Following review of the available data in order to gain familiarity with the dam, AECOM will perform a visual inspection of the dam. This inspection will be performed by Mr. Aaron Humphrey, P.E. with accompaniment by a representative from the City of Portland. Mr. Humphrey is a FERC approved Independent Consultant for Part 12 inspections and has extensive experience with USACE, FERC, and State of Michigan dam inspections.

The inspection will include safely traversing the upstream and downstream slopes of the dam making note of common observations such as: deteriorated slope protection, vegetation establishment; woody vegetation; minor erosion features, and animal burrows.

Observations that require detailed documentation include those potentially posing a greater risk to dam safety such as:

- ▶ Cracking (longitudinal or transverse)
- ▶ Settlement or depressed areas
- ▶ Sloughing, bulging, or indications of slope instability
- ▶ Erosion/head-cutting at upstream and downstream areas
- ▶ Seepage

It is important to note that areas of seepage are of particular concern during visual inspections as seepage can be a contributing factor in several potential dam failure modes and can be present but not easily identifiable during a visual inspection depending on the types and location of seepage. Special attention will be given to the downstream area, especially the toe and abutment contacts for evidence of seepage and material transport (e.g., "piping" or the removal of soil particles from embankment or foundation soils due to seepage). Some visual indicators of the presence of seepage include:

- ▶ Standing water
- ▶ Changes in vegetation types and robustness.
- ▶ Soft and wet areas which are typically identified by probing the surface.
- ▶ Visual indications of active seepage (uncontrolled and controlled)
 - Uncontrolled: observation and documentation of the point source (if visible), flowrate, and, turbidity.
 - Controlled: Flowrate and turbidity of flow from the toe drain

Operation of low-level outlets (as appropriate) will be observed to verify the operability, subject to availability of City of Portland staff. Prior to operation of the outlets the following observations will be noted:

- ▶ Leakage (indication of an obstruction or issue with the gate)
- ▶ Pipe Size
- ▶ Outlet pipe material type
- ▶ Corrosion
- ▶ Deterioration

Please note that our AECOM will not be entering any confined space areas, nor will any mechanical equipment be operated by AECOM.

Observations of the stoplog ogee-spillway will be made from the abutment using binoculars and will be limited to visual observations.

Task 3 – Reporting and Recommendations: Using information / data gained from the data review and visual inspections, AECOM will assess the Portland Municipal Dam for its condition, past/current performance, deficiencies, dam safety issues, and regulatory compliance. Findings and results of the data review, visual inspections, and preliminary dam assessments will be provided in a technical memorandum.

The technical memorandum will contain AECOM's recommendations related to dam safety concerns and actions that we recommend the City of Portland take in response. This will include recommendations related to regulatory compliance and dam safety and may include:

- recommendations with regards to regulatory compliance including compliance with FERC requirements;
- recommendations with regards to improvements to be made to the dam safety surveillance and monitoring plan (DSSMP) and reporting;
- recommendations for additional investigations and/or evaluations needed (i.e., dive surveys, surveys, structural assessments, geotechnical investigations and assessment, hydraulic reviews, CFD studies; and,
- recommendations for repairs to be made to project features where deficiencies are observed or are developing.

Although estimates of cost for performing repairs or implementation of other recommendations will not be able to be provided for this preliminary assessment, AECOM will provide estimates for engineering and investigation efforts which would be necessary to advance designs and develop construction cost estimates. These recommendations will also include a recommended schedule to be used for preliminary evaluation for the City of Portland to assess funding needs and funding availability.

SCHEDULE

AECOM anticipates the following schedule for performance of the preliminary dam safety assessment. This schedule is based on the assumption that a Notice to Proceed is provided by February 1, 2022.

Task	Approximate Schedule Timeframe
Task 1 – Data Review	February 2022-March 2022
Task 2 – Visual Inspection	April 2022-May 2022
Task 3 – Reporting and Recommendations	May 2022-July 2022
Deliverable	July 2022

FEE ESTIMATES

AECOM proposes to complete the following for a Lump Sum fee of **\$14,800**, separated as follows:

Task	Fee
Task 1 – Data Review	\$5,000
Task 2 – Visual Inspection	\$2,500
Task 3 – Reporting and Recommendations	\$8,000
TOTAL:	\$15,500

Please do not hesitate to contact me if you have any questions regarding our proposed scope of services. We look forward to the opportunity to work with you on the Portland Municipal Dam.

AUTHORIZATION

If you find this proposal to be acceptable according to the terms and conditions of the attached example contract, please provide written notification referencing this proposal. Once this notification is provided, AECOM will provide an updated contract referencing this proposal for execution by both AECOM and the City of Portland.

AECOM is pleased to have this opportunity to continue assisting the City of Portland. Please contact Aaron Humphrey at aaron.humphrey@aecom.com if you have questions related to this proposal.

Kind regards,

AECOM



Aaron Humphrey, PE
Project Manager
Aaron.Humphrey@aecom.com



Troy Naperala, PE
Vice President
Troy.Naperala@aecom.com

Enclosure: Example Contract

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this 22nd of December _____, 2021, is by and between *City of Portland Michigan, a Municipality in the State of Michigan*, ("Client"), and NOTE: ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** ("Deliverables") in accordance with the schedule ("Project Schedule").

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. NOTICE All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

City of Portland, Michigan
259 Kent Street
Portland, MI 48875
Attn: Mr. Todd Davlin (Superintendent Electric
Dept)

TO AECOM:

AECOM
_____ 3950 Sparks Dr SE
Grand Rapids MI 495466 _____
Attn: Aaron Humphrey, P.E. [Project Manager]

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not

make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by

the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

22. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT

24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

28. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

29. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. ORDER OF PRECEDENCE

Executed Change Orders
Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
Design Engineering Services Agreement Articles 1 through 30 and 32
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

31. SPECIAL TERMS AND CONDITIONS .

None

32. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and

understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: _____

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

)

(End of page)

EXHIBIT A
SERVICES

Services:

Refer to AECOM proposal dated December 22, 2021 (attached)

Schedule:

Completion by August 1, 2022

Deliverables:

Recommendations and summary memo per AECOM proposal dated December 22, 2021 (attached)

AECOM Project Manager

Name	Mr. Aaron Humphrey, P.E.
Title	Project Manager
Address	3950 Sparks Drive SE, Grand Rapids MI 49546
Phone Number	616-799-2866
Email Address	aaron.humphrey@aecom.com

Client Project Manager

Name	Mr. Todd Davlin
Title	Superintendent Electric Department
Address	259 Kent Street, Portland MI 48875
Phone Number	517-647-6912
Email Address	electricssuper@portland-michigan.org

(End of page)

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. **REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. **CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 **PAYMENT**

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D

Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ___ 20___ between _____ ("Client"), and _____, a _____ corporation, ("AECOM"), this Change Order, with an effective date of _____, 20___ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of \$_____. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum \$ _____

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** Cost \$ _____ and Fee \$ _____

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ _____.

5. Project Impact:

--

6. **Other Changes** (including terms and conditions):

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

[End of Agreement]

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-29

**A RESOLUTION APPROVING A PROPOSAL FROM AECOM TO
PROVIDE FERC MONITORING AND REPORTING SERVICES FOR
THE MUNICIPAL DAM**

WHEREAS, the City of Portland has utilized AECOM for FERC (Federal Energy Regulatory Commission) monitoring and reporting for the municipal dam for several years; and

WHEREAS, the City Manager recommends the City continue to properly assess the dam and ensure that it remains operationally safe and adequately monitored; and

WHEREAS, the Electric Superintendent and City Manager recommend approving the proposal from AECOM to provide FERC monitoring and reporting for the municipal dam for the 2022 and 2023 calendar years, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on March 29, 2022, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the proposal from AECOM to provide FERC monitoring and reporting for the municipal dam for the 2022 and 2023 calendar years, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and
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 18, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power
From: Todd Davlin, Electric Superintendent
cc: Tutt Gorman, City Manager
Date: 3-25-2022
Re: AECOM FERC Compliance Services

For the past several years AECOM has provided Federal Energy Regulatory Commission compliance monitoring and reporting for the City of Portland Municipal Dam. Based on their professionalism and performance, and current compliance status of the Dam, we recommend continue to use AECOM for this service. AECOM has provided a two year proposal to continue compliance activities. The cost of AECOM's services are summarized below (details are in the attached proposal):

2022 FERC Compliance Costs.....\$17,030
2023 FERC Compliance Costs.....\$17,670

RECOMMENDATION: Authorize and recommend to City Council the continued use of AECOM for FERC compliance monitoring and reporting services for calendar year 2022 and 2023 for an estimated total cost of \$34,7000.



AECOM
3950 Sparks Drive
Grand Rapids, Michigan 49546
www.aecom.com

616 574 8500 tel

March 4, 2022

Mr. Todd Davlin
Superintendent Electric Department
City of Portland
259 Kent Street
Portland, MI 48875

**RE: Proposal for 2022 & 2023 FERC Monitoring & Reporting
Portland Municipal Dam
Portland, Michigan**

Dear Mr. Davlin:

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal to the City of Portland (City) for Water Level Gauging, Downstream Fish Passage, and Nuisance Plant monitoring and reporting for the Portland Municipal Dam. AECOM has provided these services to the City since 2002 and welcomes the opportunity to continue our long standing relationship.

AECOM has developed this proposal based on the requirements of the Federal Energy Regulatory Commission (FERC) license and subsequent approval letters. This proposal is for activities required by the City's FERC license during 2022 and 2023.

SCOPE OF SERVICES

Task 1: Annual Water Level Gauging & Reporting (License Article 405)

AECOM will complete the Annual Water Level Monitoring and Reporting as required by the license. This task includes downloading water level data from the automatic headwater surface elevation sensor and preparing a summary report for filing with the Michigan Department of Natural Resources (MDNR), U.S. Fish and Wildlife Service (USFWS), and FERC.

Task 1a. Data Download (2022 and 2023)

AECOM will conduct quarterly visits to download data from the automated sensor located in the powerhouse forebay. AECOM will notify the City prior to accessing the site and will inform the City of observed issues (ex. sensor malfunction or obstruction) that preclude AECOM from completing the collection of data.

Task 1b. Preparation of Annual Reports (2022 and 2023)

AECOM will prepare annual summary reports for 2022 and 2023 based on the City's monthly dam operation logs and the water level data obtained from the sensor. AECOM will review the collected data and operation logs, prepare the summary report, and submit a draft to the City by January 21, 2023 and 2024 for review. Pending receipt of comments from the City, AECOM will finalize the report and submit it electronically to FERC with copies to the MDNR and USFWS. The FERC license requires that the report be submitted prior to January 31st of each year.

Task 2: Annual Downstream Fish Passage Consultation & Reporting (License Article 408)

AECOM will correspond with the MDNR to identify a consecutive 14-day period for stopping project generation to allow the downstream passage of migrating salmonid smolts. Subsequent to the



shutdown period and receipt of observation logs from the City, AECOM will prepare and submit annual summary reports for 2022 and 2023. The reports will be prepared and submitted electronically to FERC, with copies to the MDNR and USFWS, by October 1st of each year. AECOM assumes the City will provide documentation of daily observations for smolts on or before August 30th of each year.

Task 3: Annual Nuisance Plant Monitoring & Reporting (License Article 412)

AECOM will complete the Annual Nuisance Plant Monitoring and Reporting as required by the license. This task will include a visual inspection of the project area and preparation of 2022 and 2023 reports for the MDNR, USFWS, and FERC.

Task 3a. Visual Inspection (2022 and 2023)

AECOM will perform a visual inspection of the site and identify the presence of purple loosestrife and Eurasian watermilfoil in the project waters using a small boat. Photographs will be taken to document site conditions.

Task 3b. Preparation of Annual Reports (2022 and 2023)

AECOM will prepare annual summaries of the 2022 and 2023 inspections and submit them electronically to the MDNR and USFWS, with a copy to FERC. The reports will include an updated map illustrating the locations and relative abundance of each nuisance plant species.

SCHEDULE

AECOM assumes the City will provide AECOM with the monthly logs of dam operations for the Annual Water Level report within the first week of January of each year. AECOM will prepare the annual report and submit a draft to the City for review. Pending comments from the City, AECOM will finalize and submit the reports by January 31st of 2023 and 2024 for the previous years' monitoring.

The Downstream Fish Passage Reports will be prepared and submitted to FERC by October 1, 2022 and 2023.

The visual inspections of the project areas will be completed by September 15, 2022 and 2023. The Nuisance Plant summary reports will be prepared and submitted by December 31, 2022 and 2023.

PROJECT ASSUMPTIONS

For cost estimating purposes, the following is assumed:

- Weather, site conditions, and/or instrument malfunction do not prohibit data collection at the site during the project timeframe.
- The City of Portland will provide the dam operation logs during the first week of January 2023 and 2024 for previous year of operation.
- The City of Portland will provide comments to the draft Gauging report on or before January 28th of 2023 and 2024 for the 2022 and 2023, respectively, summary reports.
- Consumers Energy provides downstream data to the City at no charge.
- Work outside the scope described in this proposal will require a change order and will be performed only upon receipt of written authorization from the City of Portland.

The scope of work described in this proposal for services does require AECOM to rely upon certain information provided to AECOM by the City of Portland and others. By accepting the scope of work outlined in this proposal, the City of Portland acknowledges that AECOM is entitled to rely upon the accuracy and completeness of the data and information provided to it without independent review or



evaluation, in accordance with the scope of work and the generally accepted practices for the environmental consulting profession, undertaking similar studies at the same time and in the same geographical area as the work conducted by AECOM. No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession. AECOM shall not assume liability for the accuracy or completeness of data and information supplied to it by the City of Portland or others.

As you are aware, the world is experiencing a pandemic as it relates to the coronavirus COVID-19 ("Coronavirus"). This health emergency has the potential of impacting multiple facets of the project including, without limitation, labor, personnel, manufacturing, equipment, materials, transportation and related supply chains, all of which have the potential to adversely impact the critical path of the project schedule. These potential, unusual, and unavoidable delays are outside of the control of AECOM and cannot be anticipated or determined in advance. AECOM will exercise reasonable care to mitigate the potential impact of the Coronavirus to the extent within AECOM's reasonable control. AECOM will notify you in the event AECOM becomes aware of any potential impact to the work caused by the Coronavirus."

FEE

AECOM will perform the work described in the Scope of Services on a time and materials basis for a cost of **\$34,700** based on the below annual breakdown.

2022

Downstream Fish Passage Consultation & Reporting	\$17,030
Nuisance Plant Monitoring & Reporting	
Water Level Monitoring & Reporting	

2023

Downstream Fish Passage Consultation & Reporting	\$17,670
Nuisance Plant Monitoring & Reporting	
Water Level Monitoring & Reporting	

AUTHORIZATION

If you find this proposal to be acceptable according to the terms and conditions of the attached Commercial Terms (Form 103F, dated May 18, 2020) and General Conditions (Form 102, dated September 17, 2020), please provide written authorization referencing this proposal. The City of Portland may authorize AECOM to perform the work outlined in this proposal by signing and returning the attached Authorization to Proceed. The attached Authorization to Proceed and the associated General Conditions are considered part of the proposal, and all terms and conditions in it apply if the City authorizes AECOM to perform the work through another means.

AECOM is pleased to have this opportunity to continue assisting the City of Portland. Please contact Todd Colon and 616.574.8416 or todd.colon@aecom.com if you have any questions regarding this proposal.



Very truly yours,

AECOM Technical Services, Inc.

A handwritten signature in black ink that reads "Todd J. Colon". The signature is written in a cursive style with a clear, legible font.

Todd Colon, STS
Project Manager

A handwritten signature in black ink that reads "Dean Gerber". The signature is written in a cursive style with a clear, legible font.

Dean Gerber
Operations Leadership Senior Manager

Authorization to Proceed

I hereby authorize AECOM Technical Services, Inc. ("AECOM") to proceed with the scope of work for the 2022 & 2023 FERC Monitoring & Reporting project for the City of Portland, MI as described in AECOM's proposal dated March 4, 2022, with a budget authorization of **\$34,700** under AECOM's General Conditions Form 102 (September 17, 2020) and the Commercial Terms Form 103F (May 18, 2020) attached hereto.

Signature

Date

Print Name

Title/Organization

I agree to accept invoices from AECOM via email and not postal mail:

Yes

Signature: _____

Email address: _____

Recipient Mr./Ms.: _____

Return to:

Name: Todd Colon

Address: 3950 Sparks Drive SE Grand Rapids, MI 49546

Email: todd.colon@aecom.com

Phone: (616) 574-8416

As used herein, the term "AECOM" shall mean AECOM Technical Services, Inc., and the term "Client" shall mean the City of Portland, MI (each individually a "Party" and collectively, the "Parties").

1. ACCESS. Client grants or shall obtain for AECOM and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense. AECOM shall not be responsible or liable for the errors, omissions, or other acts of any other consultants, contractors, or parties engaged by Client or present at any Site, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

2. CLIENT INFORMATION. Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

3. STANDARD OF SERVICES AND WARRANTY. AECOM agrees to perform its services as described in the applicable proposal for services submitted to Client ("Services") in accordance with the degree of professional skill, quality, and care ordinarily exercised by members of the same profession practicing in the same location at the same time under comparable circumstances and providing services of a similar nature and as expeditiously as is consistent with professional skill and the orderly progress of the Services. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standard and to remedy any material deficiencies or defects in the Services at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such material deficiency or defect within a reasonable period after discovery thereof, but in no event later than ninety (90) days after AECOM's completion of the Services. Except as provided in this Section 3, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence, or otherwise.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either Party discloses Confidential Information to the other Party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of five (5) years from the date of disclosure. Notwithstanding the foregoing, to the extent any Confidential Information is identified by a Party as a trade secret or constitutes a trade secret, as contemplated in the Uniform Trade Secrets Act, Defend Trade Secrets Act, or similar laws or regulations, the other Party shall maintain the confidentiality of such Confidential Information for as long as such Confidential information remains a trade secret. These restrictions shall not apply to information that (i) the Parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving Party; (iii) the receiving Party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing Party; (iv) is independently developed by the receiving Party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided and provided further the Work Product shall be used solely for the purpose for which the Work Product was intended. All Work Product prepared by AECOM shall be for the sole and exclusive use of Client and no other person or entity. Client agrees that no third party (with the exception of governmental entities or agencies) shall have the right to use or rely on the Work Product without the written consent of AECOM and the third

party's execution of a third party reliance letter agreeable to AECOM.

6. INSURANCE. AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

7. INDEMNITY. AECOM shall indemnify and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

8. PAYMENT & CHANGES. Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's proposal for Services submitted by AECOM to Client or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as agreed in writing by the Parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

9. WAIVER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. Nothing in this Agreement shall be construed or interpreted as requiring AECOM to assume the status of, and Client acknowledges that AECOM does not act in the capacity nor assume the status of, Client or others as a "generator," "owner," "operator," "transporter," "disposer," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges that AECOM has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent, at any Site prior to the date on which Services commenced ("Pre-Existing Conditions"). Client assumes all responsibility and liability for Pre-Existing Conditions, and further agrees to defend, indemnify, and hold AECOM harmless from any claims, demands, losses, liabilities, causes of action, actions, suits, damages, costs, penalties, fines, and expenses, including reasonable attorneys' fees, of any kind or character, arising from or relating to Pre-Existing Conditions of, except where such are caused by the sole negligence or willful misconduct of AECOM, it being the intention of Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. In performing Services under this Agreement, AECOM will act solely as an independent contractor and shall not be regarded as a subsidiary, partner, joint venturer, affiliate, representative, employee, servant, or agent of Client.

12. FORCE MAJEURE. Neither AECOM nor Client shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing Site conditions, changes in law or regulations, explosion, war (whether declared or not), civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, the Coronavirus (SARS COV-2) and such related diseases (e.g., COVID-19)

outbreak, strikes, lockouts, industrial disturbances, requests, acts, or intervention of a governmental agencies or authorities, court orders, labor relations, accidents, delays, the inability to obtain materials, equipment, fuel, or transportation, or other events or circumstances beyond the reasonable control of the claiming Party ("Force Majeure Event"). AECOM shall be entitled to a change in the scope of Services, compensation, the project schedule, and other terms and conditions of this Agreement that are affected by a Force Majeure Event sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. All such changes shall be authorized by a mutually agreed upon, written change order containing any appropriate equitable adjustments to the scope of Services, compensation, project schedule, and other terms and conditions of this Agreement affected by the Force Majeure Event. If a Force Majeure Event substantially prevents, or is reasonably likely to substantially prevent, AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

13. RISK ALLOCATION & RESTRICTION OF REMEDIES. THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$50,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, ACTIONS, SUITS, DAMAGES, COSTS, PENALTIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

14. DISPUTE RESOLUTION. Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute, or controversy relating to this Agreement ("Dispute") and the requested relief. The recipient of such notice shall respond within five (5) business days with a written statement of its position and a recommended solution to the Dispute. If the Parties cannot resolve the Dispute through negotiation, either Party may refer the Dispute to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Dispute. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission or otherwise be usable or admissible in any litigation, arbitration, or dispute resolution proceeding. If the Representatives are unable to resolve the Dispute within thirty (30) days, either Party shall have the right to commence arbitration at any time thereafter upon service of demand for arbitration on the other Party. Any Dispute arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that is not resolved by the Panel of Representatives, as well as any dispute concerning the propriety of commencement of the arbitration, shall be finally resolved and settled by arbitration. Unless the Parties agree otherwise, the arbitration shall be conducted by one arbitrator in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as such rules and procedures are modified herein or by agreement of the Parties. The Parties shall seek to agree upon a sole arbitrator within thirty (30) days after a demand for arbitration. If the Parties do not reach agreement on the sole arbitrator, then AAA shall appoint the sole arbitrator from a panel with expertise in the subject areas relating to the Dispute. Unless otherwise agreed by the parties, the seat of the arbitration shall be Los Angeles, California, and it shall be conducted in the English language, but either Party may submit testimony or documentary evidence in any other language if such Party provides a translation into English of any such evidence. The Parties agree to ask the arbitrator to hold an in-person procedural hearing within sixty (60) days of the demand for arbitration, and to hold a hearing on the merits within twelve (12) months of the demand. Unless the Parties agree otherwise, the hearing on the merits will be set for consecutive days (excluding weekends and holidays) and last for no more than ten (10) days. Unless otherwise agreed by the Parties, at the first in-person procedural hearing, the Parties will request that the arbitrator set a schedule for conducting the proceeding that includes service by the claimant of a memorial together with witness statements, documents, and expert testimony, service by the respondent of a counter memorial together with witness statements, documents, and expert testimony and service of reply and sur-reply memorials as appropriate. Unless otherwise agreed by the Parties at the time of arbitration, the Parties shall not conduct any depositions (other than as necessary to record testimony of witnesses who cannot be ordered to appear at the hearing), requests for admission, or interrogatories in connection with the arbitration. The Parties further agree that they shall have no right to seek production of documents or any other discovery in the arbitration proceeding from the other party, except that the Parties shall exchange the documents on which they intend to rely with their witness statements. The parties agree that the arbitrator shall be empowered to consider the IBA Rules on the Taking of Evidence in connection with witness and expert testimony in the arbitration. Unless otherwise agreed by the parties, direct testimony at the hearing shall be submitted in the form of written witness statements; testimony of fact witnesses at the hearing shall be limited to cross-examination and rebuttal; and experts shall be encouraged by the Parties and the arbitrator to find areas of agreement. Any arbitration award shall be final and binding on the Parties. The Parties agree to undertake and carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant Party or its assets.

15. WASTE. As used herein, "Waste" means any hazardous, non-hazardous, radioactive, toxic, flammable, explosive, infectious, dangerous, or other waste, substances, or materials existing on any Site or generated by Client or a third party prior to the date on which Services commenced. AECOM assumes no title, ownership of, or legal responsibility or liability for the creation, existence, or presence of any Waste. Where required by the Agreement, AECOM shall assist Client in the proper handling, storage, transportation and/or delivery for disposal of Waste in accordance with all applicable federal, state and local laws and regulations, but AECOM shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility to which Waste will be delivered and the final selection of any disposal facility shall be made by Client. Client shall look solely to the disposal facility or transporter for any damages or liability arising from improper transportation or disposal of the Waste. Client shall provide appropriate disposal identification numbers, select the disposal site(s), and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility or transporter for any responsibility or liability arising from or relating to the improper transportation or disposal of the Waste.

16. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the Parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either Party and any such assignment shall be null and void. Either Party may terminate this Agreement by giving the other Party seven (7) days' written notice. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including without limitation any terms relating to compensation, indemnity, limitation of liability, releases from liability, or exclusion of any remedy, shall survive and continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the applicable proposal for Services to Client is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the applicable proposal submitted by AECOM to Client.

Effective: May 18, 2020

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials with Multiplier basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Charges for employees shall be computed by multiplying the raw hourly wage of the employees (the employees' U.S. W-2 hourly wage or, for any non-U.S. employees, those employees' country equivalent) by a multiplier of 2.85 for all hours worked. Each such rate determined by such basis is a Billing Rate (e.g., if an individual's W-2 amount is \$50.00 per hour and the multiplier is 3.0 that Billing Rate would be \$150 per hour). Billing Rates may be adjusted from time to time to the extent underlying wage rates of the employees change.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rates, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as ten percent (10%) of labor cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms Form 103F (05/18/2020) and the attached General Conditions Form 102 (09/17/2020) govern the performance of the Services and rights and obligations of the parties

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-30

**A RESOLUTION APPROVING A PROPOSAL FROM EAGLE
ENTERPRISE OF MICHIGAN TO PROVIDE REHABILITATION
SERVICES FOR THE MUNICIPAL DAM**

WHEREAS, the City of Portland’s electric utility includes the operation of a hydro plant and municipal dam; and

WHEREAS, the City’s municipal dam is in need of maintenance and repair to the trash rake, safety railings, and other items to ensure proper and safe operations; and

WHEREAS, the Electric Superintendent and City Manager recommend approving the proposal from Eagle Enterprise of Michigan to perform certain repairs and rehabilitation services at the municipal dam in the amount of \$25,050.00, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on March 29, 2022, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power’s recommendation to approve the proposal from Eagle Enterprise of Michigan to perform certain repairs and rehabilitation services at the municipal dam in the amount of \$25,050.00, a copy of the proposal and memo from the 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:

RESOLUTION DECLARED ADOPTED.

Dated: April 18, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 3-25-2022

Re: Eagle Enterprises – Municipal dam rake rehabilitation, safety railings and oil containment

Three contractors were asked to bid on maintenance to the Dam Trash Rake which is a critical piece of equipment that is greater than 50 years old and critical to maintain reliable operations and power output at the Municipal Dam. The lowest bid, by greater than \$10,000 for dam rake rehabilitation work alone, came from Eagle Enterprises. In addition to the Dam Trash Rake maintenance, they also bid multiple small safety and environmental improvements at the Dam and on the roof of the powerhouse noted below.

Safety railing at the Dam
\$12,500.00

Dam Trash Rake refurbishment
\$6,800.00

Powerhouse roof guardrail
\$3,600.00

Powerhouse roof ladder replacement
\$1,400.00

Powerhouse oil pump containment
\$750.00

RECOMMENDATION: Authorize and recommend to City Council to approve Eagle Enterprise to conduct the work outline above, and included in the proposal attached for an estimated cost of \$25,050.



Eagle Enterprise of Michigan, Inc.

13425 W. Grand River Ave.

P.O. Box 86

Eagle, MI. 48822

Office: (517) 627-2844

Fax: (517) 627-2842

Date: 03-11-2022

Project Name: City of Portland Various Projects

The price to remove old fencing and install a new two rail guardrail system at the Portland Dam would be \$12,500.00. The price includes labor to remove, disposal of old fence, new galvanized railing and galvanized fittings, core drilling and labor to install new two rail system.

The following is a price to remove the trash rack at the Portland Dam and refurbish, sandblast, prime paint and final paint, steel repairs, and install a platform and to reinstall. Total cost = \$6,800.00

The following is a price to supply and install perimeter guardrail on the upper roof hatch at the electrical plant in the City of Portland. This will be a z-shape with dimensions of 4' x 5' x 8' @ 42". Total cost = \$3,600.00

The following is a quote to remove old ladder and install new ladder from the lower roof to the middle roof and the electrical plant in the City of Portland. Ladder to be around 8' tall with no cage. Total cost = \$1,400.00

The following is quote to install angle iron and caulk around a unit in the basement of the electrical plant in the City of Portland to create a drip pan. Total cost = \$750.00

The following is a quote to fabricate custom drip pans at the City of Portland Dam. The pans will be made out of 16 gage galvanized steel. Total cost = \$1,800.00

Thank You,
Eagle Enterprise of Michigan, Inc.
13425 W. Grand River Ave.
P.O. Box 86
Eagle, MI. 48822
Phone: 1-517-627-2844 Fax: 1-517-627-2842
Cell Phone: 1-517-819-2200
Email: keith@eaglemi.com
Keith A. Schneider (VP)

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-31

**A RESOLUTION APPROVING PAYMENT TO F&V CONSTRUCTION FOR
WORK PERFORMED FOR THE
WASTEWATER TREATMENT PLANT PROJECT**

WHEREAS, Fleis & VandenBrink, through F&V Construction is serving as the design-builder for the wastewater treatment plant project; and

WHEREAS, F&V Construction has performed work in accordance to the design-build agreement and has submitted a request for payment in the amount of \$66,500.00, a copy of which is attached as Exhibit A.

WHEREAS, the City Manager and Finance Director have reviewed the pay request and recommends that City Council approves same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the pay request from F&V Construction for work performed for the wastewater treatment plant project in the amount of \$66,500.00, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 18, 2022

Monique I. Miller, City Clerk



Invoice Support

City of Portland
 259 Kent Street
 Portland, MI 48875

March 16, 2022
 FVC Project No: 1221
 Invoice No: 2032

Project: City of Portland Wastewater System Improvements, CWSRF # 5758-01

For professional services rendered through February 26, 2022

Billing Phase	Fee	% Complete	Amount Billing	Previous Billing	Current Billing
Design Phase Engineering	\$665,000.00	16.00	\$106,400.00	\$39,900.00	\$66,500.00
Bid Phase Engineering	\$30,000.00	0.00	0.00	0.00	0.00
Pre-Construction	\$45,000.00	0.00	0.00	0.00	0.00
Total:	\$740,000.00		\$106,400.00	\$39,900.00	\$66,500.00
				Total this Invoice:	\$66,500.00

Work Included:

- Site Survey of WWTP and Lift Stations
- Research record documents
- Compile and summarize flows and loadings
- Preliminary equipment selection and discussions with vendors
- Basis of Design calculations and write up
- Hydraulic calculations and hydraulic model
- Design Drawings
- Project Specifications
- Coordination with City and follow up site meetings
- Coordination with EGLE

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
 P: 616.977.4400
 F: 616.977.4800
www.fv-construction.com

To (Owner):	City of Portland 259 Kent Street Portland, MI 48875	Project:	Wastewater System Improvements CWSRF No. 5758-01	Invoice No.:	2032
				Application No.:	2
				Application Date:	March 16, 2022
CONSTRUCTION MANAGER:	F&V Construction Management, Inc. 2960 Lucerne Drive SE Grand Rapids, MI 49546	ENGINEER:	Fleis & VandenBrink Engineering, Inc. 2960 Lucerne Drive SE Grand Rapids, MI 49546	Period to:	March 16, 2022
Contract for:				FVC Proj No.:	1221
				Contract Date:	December 23, 2021

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

CHANGE ORDER SUMMARY

	ADDITIONS	DELETIONS
Change Orders Approved		
TOTALS	\$ -	\$0.00
Approved this Month		
TOTALS	\$ -	\$ -
Net Change by Change Orders	\$ -	\$ -

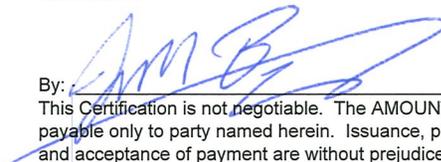
1. CURRENT CONTRACT SUM	\$	740,000.00
2. NET CHANGE BY CHANGE ORDERS	\$	-
3. CURRENT CONTRACT SUM TO DATE	\$	740,000.00
(Line 1 + Line 2)		
4. TOTAL COMPLETED & STORED TO DATE	\$	106,400.00
(Column G on continuation)		
5. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	39,900.00
6. CURRENT PAYMENT DUE	\$	66,500.00
7. BALANCE TO FINISH	\$	633,600.00
(Line 3 less Line 4)		

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

\$ 66,500.00

MANAGER:

By:  Date: 3/29/2022
 This Certification is not negotiable. The AMOUNT CERTIFIED is payable only to party named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Manager under this Contract.

APPROVALS:

By: _____
 CITY OF PORTLAND

Date: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Manager certifies to the Owner that to the best of the Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Manager is entitled to payment of the AMOUNT CERTIFIED.

F&V Construction Management, Inc.

Project No: 1221

Invoice No: 2032

Date: 03/16/22

Page 2 of 2

Payment Application No. 2

City of Portland | Wastewater System Improvements, CWSRF No. 5758-01

Contract No.	Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previous Invoice	Work Completed this Period	Total Complete to Date	Balance to Finish	Percent Complete
	Design Phase Engineering	\$ 665,000.00	\$ -	\$ 665,000.00	\$ 39,900.00	\$ 66,500.00	\$ 106,400.00	\$ 625,100.00	6%
	Bid Phase Engineering	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	0%
	Basic Services - Pre-Con and VE	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	0%
	Contract Total	\$ 740,000.00	\$ -	\$ 740,000.00	\$ 39,900.00	\$ 66,500.00	\$ 106,400.00	\$ -	14%

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-32

**A RESOLUTION APPROVING INCREASES TO THE FEE SCHEDULE
FOR THE AMBULANCE DEPARTMENT**

WHEREAS, the City's Ambulance Department provides services to the City of Portland and various political subdivisions; and

WHEREAS, the City Manager and Ambulance Director recommend that City Council approve the proposed fee schedule increase, a copy of a memo from the Ambulance Director and proposed fee schedule is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation of the City Manager and Ambulance Director to increase the fee schedule for the Ambulance Department, a copy of a memo from the Ambulance Director and proposed fee schedule is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 18, 2022

Monique I. Miller, City Clerk



Portland Ambulance Department

Star Thomas, *Director*

April 14, 2022

To: Tutt Gorman, City Manager
Mindy Tolan, Treasurer
Re: Ambulance service billing rates

Portland Ambulance is a community based and community supported ambulance service providing advanced life support (ALS) services. A portion of the departments call volume goes to patients who call 911 for a service which doesn't always require transportation to a hospital. Examples of these services might include bandaging, use of medication, blood pressure checks or diabetic issues or assistance rising from an unexpected fall – all common to our elderly and lower mobility populations.

“Treat No Transport” is an all-encompassing term and billed at a flat rate, regardless of the treatment provided. The current rate charged for “Treat No Transport” is \$400.00. Unfortunately, Medicare will not cover any of this fee and only a portion of some Medicaid, BCBS (Blue Cross Blue Shield) or other commercial insurance plans pay the fee.

I believe there is a better financial solution that will assist both the patients and Portland Ambulance. The addition of “Lift Assist” and “Mutual Aid, standby” rates and an increase to the “Treat No Transport” rate would be a better financial solution to not only recover costs but also benefit patients who would otherwise be unable to pay.

- *Lift Assists* – Lifting or repositioning of a patient. An ALS patient assessment and vitals are performed, but patient is not transported to hospital.
 - \$150.00
- *Mutual Aid, stand-by* – Calls for service initiated by agencies outside of coverage area for “stand-by”. An example of this would be a fire department requesting “stand by” for potential medicals at a fire scene when that fire scene is in the primary jurisdiction of another ambulance company.
 - \$100/hr plus mileage
- *Treat No Transport* – Calls where anything beyond an initial ALS assessment is performed, but the patient is not transported.
 - \$475.00

There are no changes suggested to the remaining rates; the proposed fee schedule follows:

Description	Current Fee	BCBS Rate 2022	Recommended Fee.
Mileage	\$ 20.00	\$ 13.97	No Change
Non Emergency ALS	\$ 800.00	\$ 434.27	No Change
Emergency ALS	\$ 850.00	\$ 624.13	No Change
Non Emergency BLS	\$ 750.00	\$ 336.39	No Change
Emergency BLS	\$ 750.00	\$ 489.63	No Change
ALS 2	\$ 950.00	\$ 801.49	No Change
Treat No Transport	\$ 400.00	\$ 454.27	\$ 475.00
Lift Assists	N/A	N/A	\$ 150.00
Mutual Aid, Stand by	N/A	N/A	\$100.00 / hr

Thank you for your consideration,

Star Thomas
Director, Portland Ambulance

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, April 4, 2022

In the City Council Chambers at City Hall
259 Kent St., Portland, MI 48875

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; Police Chief Thomas; Finance Director Tolan

Absent: City Manager Gorman; City Clerk Miller

Guests: Kathy Parsons

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

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the proposed agenda with the vacation of Resolution 22-20.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

There was no Public Comment.

There was no City Manager Report.

Under Presentations, DDA Director ConnerWellman presented the Downtown Report and information on the newly developed miportland.org website.

Under New Business, the City Council held the Second Reading and considered the adoption of Ordinance 91A, to amend Chapter 32, Section 32-1 of the Code of Ordinances.

Mayor Barnes explained the purpose of this amendment is to include the term “fiber broadband infrastructure” to the definition of public improvement in anticipation of a possible Special Assessment for a Broadband Fiber Project.

Motion by Fitzsimmons, supported by Johnston, to adopt Ordinance 91A amending Chapter 32, Section 32-1 “Definition of Public Improvement” of the Code of Ordinances of the City of Portland.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-19 to approve the City Manager’s proposed appointment of Erik L. Litts as the Portland City Assessor.

Motion by Johnston, supported by Sheehan, to approve Resolution 22-19 approving the City Manager’s proposed appointment of Erik L. Litts as the City Assessor.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 22-21 to approve Michigan Pavement Markings LLC’s bid in the amount of \$22,730.00 for 2022 street painting.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 22-21 approving Michigan Pavement Markings LLC’s bid for 2022 street painting.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on March 21, 2022, payment of invoices in the amount of \$57,140.19 and payroll in the amount of \$127,288.43 for a total of \$184,428.62. There were no purchase orders over \$5,000.00.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Under City Manager comments, Mayor Barnes reminded residents that leaf pickup will not be done by the leaf machine in the spring any more as it is very time consuming with all of the debris that is in the piles. Leaves in the spring must be placed in biodegradable bags for pickup.

Mayor Barnes also noted the No Parking ban on city streets between 2:00 A.M. and 6:00 A.M. ended on April 1, 2022.

Under Council Comments, Mayor Pro-Tem VanSlambrouck noted the VFW will hold a breakfast on Sunday, April 10, 2022.

Mayor Barnes noted the City seal that City Manager Gorman posted on Facebook last week to bring awareness to how suicide has touched Portland in that past several weeks. Mayor Barnes further expressed his condolences to the families and the community.

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

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:21 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the April 4, 2022 City Council Meeting
In the City Council Chambers at City Hall
259 Kent St., Portland, MI 48875

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; Police Chief Thomas; Finance Director Tolan

Absent - City Manager Gorman; City Clerk Miller

Presentation - DDA Director ConnerWellman presented the Downtown Report and information on the newly developed miportland.org website.

Second Reading and Consideration of Ordinance 91A to amend Chapter 32, Section 32-1 of the Code of Ordinances to include the term “fiber broadband infrastructure” to the definition of public improvement.

All in favor. Adopted.

Approval of Resolution 22-19 approving the City Manager’s proposed appointment of Erik L. Litts as the City Assessor.

All in favor. Adopted.

Approval of Resolution 22-21 approving Michigan Pavement Markings LLC’s bid for 2022 street painting.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:21 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
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	769.53
FAMILY FARM & HOME	01972	CORN BULB - WW	19.99
PURITY CYLINDER GASES, INC.	00380	QRTLY CYLINDER RENT - AMB	301.00
GRAINGER, INC.	00172	HANDHELD SPRAYER - MTR POOL	25.36
I.T. RIGHT	02440	CONFERENCE ROOM COMPUTER - GEN	178.00
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	408.99
LOOMIS, EWERT, PARSLEY, DAVIS, &	G02715	LEGAL SERVICES - GEN	1,846.12
INSOURCE SOLUTIONS GROUP INC.	01813	MAR 2022 E-FILED RETURNS - INCOME TAX	142.00
BADGER METER INC.	02247	ORION CELL LTE SRV UNIT MAR 2022 - WTR, WW	15.13
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL LINCOLN - MAJ STS	500.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL/TRIM RIVERSIDE DR - MAJ STS	1,875.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL LINCOLN ST - MAJ STS	1,025.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL CHURCH ST - MAJ STS	500.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL DIVINE HWY - MAJ STS	250.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL KEARNEY - MAJ STS	375.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL SMITH ST - MAJ STS	500.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL CHERRY HILL - MAJ STS	937.50
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL SMITH ST - MAJ STS	500.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL GRANT ST - MAJ STS	750.00
POLYDYNE INC.	02196	DRUMS CLARIFLOC POLYMER - WW	1,257.57
GRANGER	00175	REFUSE - DPW	374.26
PURITY CYLINDER GASES, INC.	00380	QRTLY CYLANDER RENT - MTR POOL	230.80
EJ USA INC	02368	FIRE HYDRANT - WATER	2,941.70
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	1,307.33
COOK BROS EXCAVATING	00101	REIM VENDERS FOR LEIK GROVE - COMM PROMO	689.20
PAMELA LEE MINKLEY	02618	REIM VENDERS FOR LEIK GROVE - COMM PROMO	2,000.00
ROY SCHNEIDER	MISC	REIM VENDERS FOR LEIK GROVE - COMM PROMO	2,000.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	100.00
SPARROW OCCUPATIONAL HEALTH-LANSIN	00340	PRE EMPLOY PHYSICAL J CATTS, B DRAKE - AMB, POI	364.00
KEN GENSTERBLUM	00163	CDL RENEWAL REIM - MTR POOL	76.09
CULLIGAN	02130	COOLER RENTAL APRIL 2022 - WW	15.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CAPITAL ASPHALT LLC	02578	2.52 TONS ASPHALT - LOC STS	147.42
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	525.00
GRANGER	00175	REFUSE - ELECTRIC	86.00
GRANGER	00175	REFUSE - WW	152.58
GRANGER	00175	20YD OPEN TOP ROLL OFF - ELECTRIC	427.00
GRANGER	00175	REFUSE - POLICE, ELECTRIC, COMM PROMO	258.00
CULLIGAN	02130	WATER CITY HALL - GEN	8.75
ROD SMITH	02317	CLOTHING PURCHASE ALLOWANCE - WATER	183.36
CENTURYLINK	01567	PHONE SERVICES - GEN, WATER, WW, MP, ELECT	0.78
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	30.78
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	22.30
PURITY CYLINDER GASES, INC.	00380	OXYGEN, HAZMAT FEE - AMB	69.68
BERTMAN TOOLS LLC	02430	RATCHETING WRENCH - WATER	69.29
KENNEDY INDUSTRIES, INC.	02548	TROUBLESHOOT RAS PUMP - WW	1,006.50
I.T. RIGHT	02440	RESTORE CLERK COMPUTER - GEN FUND	140.00
CULLIGAN	02130	WATER X4 - POLICE	23.00
HOMETOWN SPORTS, INC.	01326	6 SHIRTS - POLICE	180.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	13.99
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	243.97
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	15.57
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	14.99
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	25.90
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	135.91
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	156.29
DOLAN CONSULTING GROUP, LLC	MISC	FIRST LINE SPV FUNDAMENTALS - POLICE	95.00
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - POLICE	30.00
F&V CONSTRUCTION MANAGEMENT IN	00828	WW SYSTEM IMPROV ENGINEER SRV - WW	66,500.00
STAPLES BUSINESS CREDIT	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	73.40
FAMILY FARM & HOME	01972	SUPPLIES - LOCAL STS	59.99
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	72.82
MUNICIPAL SUPPLY CO.	00324	DWV CAP, PE PIPE - WATER	137.75

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	681.62
LITE'S PLUS INC	00243	UTILITY STRIP LAMP - WATER	83.70
D&K TRUCK COMPANY	02257	SUPPLIES - MTR POOL	353.44
GRAINGER, INC.	00172	SUPPLIES - ELECTRIC	370.88
GRAINGER, INC.	00172	SUPPLIES - ELECTRIC	169.73
MENARDS	00260	SUPPLIES - ELECTRIC	12.41
MENARDS	00260	GLOBES FOR LAMPS - ELECTRIC	41.82
BERT'S GLASS LLC	02019	GLASS REPAIR - ELECTRIC	82.44
GREAT LAKES JANITORIAL SERVICES	02654	CARPET CLEANING - ELECTRIC	125.00
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	800.07
DORNBOS SIGN, INC.	00067	SERVICE ANIMAL DOOR STICKERS - CITY HALL	55.46
POLYDYNE INC.	02196	2 DRUMS POLYDYNE - WW	1,257.57
DICKINSON WRIGHT PLLC	02244	FEB 2022 LEGAL SERVICES - GEN, ELECTRIC	7,182.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	10,387.67
PLEUNE SERVICE COMPANY INC.	00741	CHECK TEMP CONTROLS PER N MILLER - CITY HALL	196.50
UTILITY SERVICE CO. INC.	02133	QRTLY S TANK - WATER	6,445.19
UTILITY SERVICE CO. INC.	02133	QRTLY HILL ST TANK - WATER	4,868.54
CHERRY HILL ESTATES	02081	2ND QTR ASSOC ASSESS FEE APRIL-JUNE - ECON DEV	90.09
CULLIGAN	02130	WATER - PARKS, CEM	8.75
FABRICATED CUSTOMS	02637	COAT EMBROIDERY - ELECTRIC	70.00
LITE'S PLUS INC	00243	LED LIGHTS, STR LIGHT REPLACEMENT - ELECTRIC	6,995.00
TRI-COUNTY ELECTRIC COOPERATIVE	02380	RIGHT OF WAY CLEARING - ELECTRIC	12,300.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	1,026.06
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	1,625.48
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	1,009.43
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	19.37
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	15.00
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	139.12
CONSUMERS ENERGY	00095	GAS SERVICE - WW	16.74
CONSUMERS ENERGY	00095	GAS SERVICE - WW	649.12
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	178.61

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	54.63
FORTE PAYMENTS, INC.	02522	CC PAYMENTS - REC	75.13
TOTAL TECHNICAL ASSURANCE GROUP	IN02667	FIBER BROADBAND DEV - ELECTRIC	6,475.00
MENARDS	00260	ROLLING TOOL BOX - ELECTRIC	849.99
LITE'S PLUS INC	00243	STREET LIGHT REPLACEMENT - ELECTRIC	1,678.80
PRIORITY HEALTH	MISC	INS OVER PAYMENT L CARPENTER - AMB	1,390.00
SCOTTY'S CONSTRUCTION, LLC	02732	SYSTEM REPAIR DIV HWY - ELECTRIC	2,474.28
RESCO	00392	POLES, DECORATIVE GLOBE, LED SIGNAL - ELECTRIC	613.66
D & E ELECTRIC LLC	02640	PWR SUPPLY TO ENGINE OIL HEATER - ELECTRIC	532.00
CHOP	02733	ROW MAINTENANCE CONTRACT - ELECT, CA 2/7/22 RES	17,696.00
CHOP	02733	ROW MAINTENANCE CONTRACT-ELECT, CA 2/7/22 RES 2	7,584.00
IONIA COUNTY REGISTER OF DEEDS	00207	RESEARCH EASEMENTS KENT ST - MAJ STS	180.00
NTH CONSULTANTS, LTD	02708	SAFETY COMPLIANCE CONSULT - ELECT RES APPRV 21-	1,062.50
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	622.00
FAMILY FARM & HOME	01972	PADLOCK - WATER	29.99
PHP	MISC	INS OVERPAYMENT J DOLFI - AMB	280.88
AARP	MISC	INS OVERPAYMENT ADA BARBER - AMB	17.83
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,776.36
MICTA	01536	MEMBERSHIP DUES 2022 - GEN	100.00
HUTSON, INC.	02677	SERVICE 926 CHIPPER - MTR POOL	2,014.88
ERIK LITTS	01797	ASSESSING SERVICES APRIL 2022 - ASSESSOR	2,833.33
Total:			\$198,778.66

**BI-WEEKLY
WAGE REPORT
April 18, 2022**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	9,822.98	213,117.97	2,255.77	60,692.25	12,078.75	273,810.22
ASSESSOR	-	-	-	-	-	-
CEMETERY	2,855.04	73,164.52	294.50	21,498.97	3,149.54	94,663.49
POLICE	14,461.92	310,270.10	2,140.20	87,437.88	16,602.12	397,707.98
CODE ENFORCEMENT	-	1,210.65	-	139.58	-	1,350.23
PARKS	2,145.07	56,205.16	277.78	11,289.00	2,422.85	67,494.16
INCOME TAX	2,465.58	49,073.19	635.78	16,073.02	3,101.36	65,146.21
MAJOR STREETS	2,783.65	89,285.47	709.31	35,121.73	3,492.96	124,407.20
LOCAL STREETS	3,239.29	70,934.66	826.51	32,034.96	4,065.80	102,969.62
RECREATION	342.46	7,137.92	43.12	1,638.68	385.58	8,776.60
AMBULANCE	14,056.10	292,789.08	2,662.72	57,250.72	16,718.82	350,039.80
DDA	2,450.67	51,924.04	373.30	9,624.44	2,823.97	61,548.48
ELECTRIC	20,732.38	425,820.91	4,925.65	144,201.05	25,658.03	570,021.96
WASTEWATER	7,358.50	161,828.73	1,176.40	46,848.38	8,534.90	208,677.11
WATER	7,898.84	137,419.70	2,173.36	47,845.41	10,072.20	185,265.11
MOTOR POOL	698.35	16,865.80	144.70	5,632.59	843.05	22,498.39
TOTALS:	91,310.83	1,957,047.90	18,639.10	577,328.66	109,949.93	2,534,376.56

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 04/13/2022
MEETING DATE 04/18/2022

Fund	Description	Beginning Balance 03/31/2022	Total Cash in	Total Cash out	Cash Balance 04/13/2022	Time Certificates	Ending Balance 4/13/2022
101	GENERAL FUND	2,073,337.95	69,961.88	(171,936.35)	1,971,363.48	235,000.00	2,206,363.48
105	INCOME TAX FUND	236,551.40	86,068.25	(104,812.38)	217,807.27	10,000.00	227,807.27
150	CEMETERY PERPETUAL CARE FUND	61,787.51	0.52	(0.52)	61,787.51		61,787.51
202	MAJOR STREETS FUND	382,330.39	48,873.29	(35,895.76)	395,307.92		395,307.92
203	LOCAL STREETS FUND	190,230.14	20,944.61	(16,256.13)	194,918.62		194,918.62
208	RECREATION FUND	29,163.78	16,329.02	(1,169.13)	44,323.67		44,323.67
210	AMBULANCE FUND	89,363.22	31,394.08	(37,669.94)	83,087.36		83,087.36
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	427,397.32	3,350.62	(6,694.38)	424,053.56		424,053.56
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-
520	REFUSE SERVICE FUND	13,399.09	3,307.36	(311.46)	16,394.99		16,394.99
582	ELECTRIC FUND	1,621,529.22	161,050.13	(163,244.01)	1,619,335.34	530,000.00	2,149,335.34
590	WASTEWATER FUND	500,200.71	31,402.66	(33,814.95)	497,788.42		497,788.42
591	WATER FUND	608,257.19	23,985.77	(37,951.39)	594,291.57	420,000.00	958,636.12
661	MOTOR POOL FUND	173,186.77	26,515.20	(12,564.84)	187,137.13		187,137.13
703	CURRENT TAX FUND	10,402.46	0.72	0.00	10,403.18		10,403.18
	TOTAL - ALL FUNDS	6,420,499.40	523,184.11	(622,321.24)	6,321,362.27	1,195,000.00	7,460,706.82
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	875,268.59	875,268.59
					ELECTRIC-PRIN & INT ESCROW	120,916.21	120,916.21
					WASTEWATER DEBT ESCROW	304,521.08	304,521.08
					WASTEWATER REPAIR ESCROW	237,391.31	237,391.31
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	55,652.73	55,652.73
							9,978,420.96

*Customer Deposit Breakdown

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

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PERIOD ENDING 03/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2022	MONTH 03/31/2022	INCREASE (DECREASE)	BALANCE	
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
101-000-402.000	REAL PROPERTY TAXES	1,133,465.00	1,119,083.26		983.92	14,381.74	98.73
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,700.00	0.00		0.00	1,700.00	0.00
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	2,000.00	3,030.19		3,030.19	(1,030.19)	151.51
101-000-434.000	TRAILER FEES	300.00	0.00		0.00	300.00	0.00
101-000-445.000	PENALTY & INTEREST	5,350.00	2,944.00		276.27	2,406.00	55.03
101-000-447.000	TAX COLLECTION FEES	45,450.00	45,914.98		845.14	(464.98)	101.02
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	5.64		0.00	(5.64)	100.00
101-000-476.000	BUSINESS PERMITS	100.00	100.00		0.00	0.00	100.00
101-000-477.000	CABLE TV FEES	19,500.00	14,285.07		0.00	5,214.93	73.26
101-000-490.000	NON-BUSINESS PERMITS	75,000.00	23,567.80		3,471.00	51,432.20	31.42
101-000-543.000	ACT 302 POLICE TRAINING GRANT	660.00	416.52		0.00	243.48	63.11
101-000-570.000	LIQUOR FEES	3,720.00	3,931.95		0.00	(211.95)	105.70
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	3,000.00	21.28		0.00	2,978.72	0.71
101-000-574.000	REVENUE SHARING-CONST SALES	351,597.00	280,185.00		0.00	71,412.00	79.69
101-000-574.001	REVENUE SHARING-STAT SALES	111,919.00	75,732.00		0.00	36,187.00	67.67
101-000-609.000	SEX OFFENDER REGISTRATION FEES	100.00	0.00		0.00	100.00	0.00
101-000-620.000	PBT TESTING FEES	1,000.00	0.00		0.00	1,000.00	0.00
101-000-623.000	TRANSCRIPT FEES	600.00	764.50		80.00	(164.50)	127.42
101-000-624.000	MISCELLANEOUS FEES	200.00	0.78		0.00	199.22	0.39
101-000-628.000	ADMINISTRATIVE CHARGES	329,026.00	246,769.47		27,418.83	82,256.53	75.00
101-000-630.000	CEMETERY LOT SALES	12,200.00	5,430.00		510.00	6,770.00	44.51
101-000-633.000	CEMETERY CARE FEES	6,500.00	3,144.40		544.00	3,355.60	48.38
101-000-634.000	GRAVE OPENING FEES	15,500.00	9,450.00		1,375.00	6,050.00	60.97
101-000-656.000	DISTRICT COURT FINES	9,000.00	4,251.41		430.01	4,748.59	47.24
101-000-661.000	PARKING FINES	4,300.00	1,739.00		450.00	2,561.00	40.44
101-000-663.000	MISCELLANEOUS FINES	2,000.00	960.00		100.00	1,040.00	48.00
101-000-665.000	INTEREST INCOME	0.00	29.95		(39.22)	(29.95)	100.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	0.00	254.54		0.07	(254.54)	100.00
101-000-667.000	RENTAL INCOME	6,000.00	5,870.00		525.00	130.00	97.83
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	100.00		0.00	(100.00)	100.00
101-000-676.004	DONATION-RED MILL BUILDING	10,000.00	10,000.00		0.00	0.00	100.00
101-000-678.000	MERS FOREITURE REVENUES	20,000.00	23,660.78		2,538.16	(3,660.78)	118.30
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	5,000.00	4,731.17		0.00	268.83	94.62
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	67,000.00	71,186.53		686.44	(4,186.53)	106.25
101-000-678.007	REIMBURSEMENTS-PAMA	2,000.00	1,864.80		0.00	135.20	93.24
101-000-699.150	TRANSFER FROM PERP CARE	50.00	4.59		0.48	45.41	9.18
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	160,000.00	160,000.00		0.00	0.00	100.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	41,446.00	41,446.00		0.00	0.00	100.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	32,009.00		0.00	0.00	100.00
TOTAL REVENUES		2,477,692.00	2,192,884.61		43,225.29	284,807.39	88.51

Expenditures							
100	COUNCIL	69,160.00	39,067.24		20,726.63	30,092.76	56.49
172	CITY MANAGER	182,506.00	124,142.35		13,056.71	58,363.65	68.02
201	GENERAL ADMINISTRATION	467,881.00	321,387.02		17,243.46	146,493.98	68.69
257	ASSESSING	52,460.00	31,766.51		1,809.42	20,693.49	60.55
262	ELECTIONS	6,550.00	3,187.29		35.10	3,362.71	48.66
265	CITY HALL	76,730.00	53,867.06		3,666.35	22,862.94	70.20
301	POLICE	838,549.00	502,403.89		47,123.21	336,145.11	59.91
371	CODE ENFORCEMENT	55,401.00	30,837.84		580.40	24,563.16	55.66
567	CEMETERY	181,561.00	118,196.23		6,326.71	63,364.77	65.10
707	COMMUNITY PROMOTIONS	352,708.00	251,402.42		5,988.32	101,305.58	71.28
728	ECONOMIC DEVELOPMENT	29,000.00	17,866.09		235.48	11,133.91	61.61
751	PARKS	222,341.00	127,004.26		6,462.22	95,336.74	57.12

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 03/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2022 NORMAL (ABNORMAL)	MONTH 03/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
TOTAL EXPENDITURES		2,534,847.00	1,621,128.20	123,254.01	913,718.80	63.95
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		2,477,692.00	2,192,884.61	43,225.29	284,807.39	88.51
TOTAL EXPENDITURES		2,534,847.00	1,621,128.20	123,254.01	913,718.80	63.95
NET OF REVENUES & EXPENDITURES		(57,155.00)	571,756.41	(80,028.72)	(628,911.41)	1,000.36

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PERIOD ENDING 03/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2022 NORMAL (ABNORMAL)	MONTH 03/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	801,500.00	573,239.11	57,606.31	228,260.89	71.52
	TOTAL EXPENDITURES	662,456.00	283,171.87	98,018.63	379,284.13	42.75
	NET OF REVENUES & EXPENDITURES	139,044.00	290,067.24	(40,412.32)	(151,023.24)	208.62
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	832,688.00	397,964.14	63,315.62	434,723.86	47.79
	TOTAL EXPENDITURES	942,770.00	409,012.73	73,781.60	533,757.27	43.38
	NET OF REVENUES & EXPENDITURES	(110,082.00)	(11,048.59)	(10,465.98)	(99,033.41)	10.04
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	277,046.00	248,831.78	84,963.56	28,214.22	89.82
	TOTAL EXPENDITURES	401,945.00	247,174.58	22,863.28	154,770.42	61.49
	NET OF REVENUES & EXPENDITURES	(124,899.00)	1,657.20	62,100.28	(126,556.20)	1.33
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	102,700.00	58,026.66	15,603.60	44,673.34	56.50
	TOTAL EXPENDITURES	96,387.00	52,782.90	6,615.51	43,604.10	54.76
	NET OF REVENUES & EXPENDITURES	6,313.00	5,243.76	8,988.09	1,069.24	83.06
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	642,841.00	506,580.56	23,816.43	136,260.44	78.80
	TOTAL EXPENDITURES	740,169.00	486,982.05	46,526.01	253,186.95	65.79
	NET OF REVENUES & EXPENDITURES	(97,328.00)	19,598.51	(22,709.58)	(116,926.51)	20.14
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	301,160.00	328,649.70	3.43	(27,489.70)	109.13
	TOTAL EXPENDITURES	785,400.00	682,311.77	7,984.58	103,088.23	86.87
	NET OF REVENUES & EXPENDITURES	(484,240.00)	(353,662.07)	(7,981.15)	(130,577.93)	73.03
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	154,000.00	101,741.10	12,607.49	52,258.90	66.07
	TOTAL EXPENDITURES	152,550.00	100,925.81	0.00	51,624.19	66.16
	NET OF REVENUES & EXPENDITURES	1,450.00	815.29	12,607.49	634.71	56.23
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	4,407,525.00	3,308,765.83	382,659.38	1,098,759.17	75.07
	TOTAL EXPENDITURES	5,435,383.00	3,169,917.54	222,586.71	2,265,465.46	58.32
	NET OF REVENUES & EXPENDITURES	(1,027,858.00)	138,848.29	160,072.67	(1,166,706.29)	13.51
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,062,852.00	726,159.60	85,856.00	336,692.40	68.32
	TOTAL EXPENDITURES	1,746,764.00	649,557.53	51,909.04	1,097,206.47	37.19
	NET OF REVENUES & EXPENDITURES	(683,912.00)	76,602.07	33,946.96	(760,514.07)	11.20

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 03/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	03/31/2022	MONTH	03/31/2022	BALANCE		
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
TOTAL REVENUES		970,867.00	737,353.67		263,851.26		233,513.33	75.95
TOTAL EXPENDITURES		1,368,813.00	465,805.39		44,399.00		903,007.61	34.03
NET OF REVENUES & EXPENDITURES		(397,946.00)	271,548.28		219,452.26		(669,494.28)	68.24
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
TOTAL REVENUES		574,810.00	254,189.63		23,940.80		320,620.37	44.22
TOTAL EXPENDITURES		744,015.00	268,047.97		12,417.05		475,967.03	36.03
NET OF REVENUES & EXPENDITURES		(169,205.00)	(13,858.34)		11,523.75		(155,346.66)	8.19
TOTAL REVENUES - ALL FUNDS		10,127,989.00	7,241,501.78		1,014,223.88		2,886,487.22	71.50
TOTAL EXPENDITURES - ALL FUNDS		13,076,652.00	6,815,690.14		587,101.41		6,260,961.86	52.12
NET OF REVENUES & EXPENDITURES		(2,948,663.00)	425,811.64		427,122.47		(3,374,474.64)	14.44



PURCHASE ORDER

City of Portland

P.O. 9710

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

VENDOR Newkirk Electric

DATE: 04/13/22

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Municipal Electric Dam Preventative Maint.	582.539.937000		\$5250.00
DEPARTMENT HEAD (UP TO \$500) <u>[Signature]</u>		TOTAL	

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

MT
Treasurer Initials

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 3-25-2022

Re: Newkirk-Municipal Dam Electrical Preventative Maintenance

The municipal Dam is well designed, but because the infrastructure is old, with many features that are obsolete. It is critical that we are formal and regular about electrical preventative maintenance activities. Newkirk Electric Associates has prepared a proposal to inspect and conduct preventative maintenance on the switchgear and transformer equipment at the Municipal Dam. The estimated cost to complete this work is \$5,250 (see attached proposal for details).

RECOMMENDATION: Authorize and recommend to City Council to use of Newkirk to conduct electrical preventative maintenance activities as outline above at the Municipal dam for and estimated cost of \$5,250.



January 26, 2022

Todd Davlin
PORTLAND LIGHT & POWER
269 Kent Street
Portland, MI 48875

RE: Hydro Electrical Maintenance

Dear Mr. Davlin:

Newkirk Electric appreciates the opportunity to be of service. The scope of services offered includes

- Inspect and clean three (3) oil-filled breakers
- Drain the oil from breakers and place in 55-gallon drum
 - Oil samples will be taken to determine PCB content
 - Oil disposal is responsibility of the city
- Fill breakers with new oil
 - If the previous oil contained PCB's the new oil will also be contaminated
- Perform IR scan of electrical equipment
- Inspect remaining electrical equipment

Price: \$5,250.00

The pricing listed above is for the work to be performed during normal working hours and no premium time is included.

Please contact this office with any questions you may have.

Regards,

NEWKIRK ELECTRIC ASSOCIATES, INC.

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

Mike Cannady, P.E., CESP
Senior Electrical Engineer
mlcannady@newkirk-electric.com



7825 NORTHPORT DRIVE
LANSING, MI 48917
248-674-0000

MacAllister Rentals

Contract No.	Invoice No.	Date
4506986	R74450698601	01MAR2022

Please Remit Your Payment to:
MacAllister Rentals
Dept. 78731
P.O. Box 78000
Detroit, MI 48278-0731

RENTAL RETURN INVOICE

11:35 AM

LESSEE	8303275	Date out	Date In
	CITY OF PORTLAND	23FEB2022 11:47 AM	28FEB2022 9:39 AM
	259 KENT ST	Job Number	Purchase Order
	PORTLAND, MI 48875	1 - CITY OF PORTLAND	VERBAL
	Phone: 517-647-2948	Job Location	Ordered by
	Cell: 517-647-2948	600 MORSE RD, PORTLAND	KEN 989-860-2103
	WYNJEFFD	000227	

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	4" DRY PRIME DIESEL TRASH PUM 7545011 Make: MERSINO Model: 4GSTAP Ser #: MP4119 HR OUT1 5024.70 HR IN1 5100.00 TOTAL: 75.30		250.00	750.00	2250.00	750.00
1	4" X 20' BAUER SUCTION HOSE		15.00	45.00	135.00	45.00
8	4" X 50' BAUER LAYFLAT DISCHA		20.00	60.00	180.00	480.00
2	4" 90 DEGREE BEND, BAUER		5.00	15.00	45.00	30.00
1	4" STRAINER		5.00	15.00	45.00	15.00
1	6" DRY PRIME DIESEL TRASH PUM 7560084 Make: THOMPSON Model: 6JSCEN Ser #: 6JSCEN-276 HR OUT1 7828.00 HR IN1 7832.00 TOTAL: 4.00		300.00	900.00	2700.00	900.00
1	6" DRY PRIME DIESEL TRASH PUM 7560097 Make: THOMPSON Model: 6JSCE TB Ser #: 6JSCE-TP0928 HR OUT1 6891.00 HR IN1 6893.00 TOTAL: 2.00		300.00	900.00	2700.00	900.00
16	6" X 50' BAUER DISCHARGE HOSE		25.00	75.00	225.00	1200.00
6	6" X 10' BAUER SUCTION HOSE		20.00	60.00	180.00	360.00
4	6" 90 DEGREE BEND, BAUER		7.00	21.00	63.00	84.00
2	6" BAUER WYE		7.00	21.00	63.00	42.00
2	6" STRAINER		7.00	21.00	63.00	42.00

SALES ITEMS:	Qty	Item number	Unit	Price
CONTINUED				

IMPORTANT! Please note and acknowledge safety instruction by initialing here: _____

By his/her Initial, Lessee will provide All safety accessories as required, per safety instructions. Initial here: _____
PAYMENT: Net-30 days from invoice date unless otherwise specified herein. A service charge will apply to all past due accounts.

RENTAL EQUIPMENT PROTECTION PLAN ("REP"): Lessee will purchase REP (terms at www.macallister.com/rep and incorporated herein by reference) if Lessee fails to obtain insurance coverage and provide MacAllister with proof of such coverage or if such insurance contains coverage amounts that are inadequate to cover the Equipment at any time.

TERMS AND CONDITIONS: The rental agreement terms and conditions found at www.macallister.com/rentalterms ("Rental Terms") are incorporated herein by this reference and apply to your rental of Equipment from or provision of Services by MacAllister (as defined in the Rental Terms). Please read carefully. This agreement includes an indemnification clause, a jury waiver, warranty disclaimers, and limitations of MacAllister's liability. By accepting delivery of or using the Equipment or Services or making payment(s) to MacAllister for the same, Lessee agrees to be bound by the Rental Terms and REP Terms, even if this Rental Out form has not been fully executed.

ACCEPTED BY CUSTOMER _____



7825 NORTHPORT DRIVE
LANSING, MI 48917
248-674-0000

MacAllister Rentals

Contract No.	Invoice No.	Date
4506986	R74450698601	01MAR2022

Please Remit Your Payment to:
MacAllister Rentals
Dept. 78731
P.O. Box 78000
Detroit, MI 48278-0731

Page 2

RENTAL RETURN INVOICE

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LESSEE	8303275	Date out	Date In
	CITY OF PORTLAND	23FEB2022 11:47 AM	28FEB2022 9:39 AM
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	PORTLAND, MI 48875	1 - CITY OF PORTLAND	VERBAL
	Phone: 517-647-2948	Job Location	Ordered by
	Cell: 517-647-2948	600 MORSE RD, PORTLAND	KEN 989-860-2103
	WYNJEFFD	000227	

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	ENVIRONMENTAL FEE ENVIRONMENTAL FEE	EA	11.000			11.00
	DELIVERY CHARGE					250.00
	PICKUP CHARGE					250.00
	FINAL BILL: 2/23/22 11:47 AM THRU 2/28/22 09:39 AM.					

NOT MAIL

FINAL BILL: 2/23/22 11:47 AM THRU 2/28/22 09:39 AM.	Sub-total	5359.00
	Exempt:	
	Total	5359.00

IMPORTANT! Please note and acknowledge safety instruction by initialing here: _____

By his/her Initial, Lessee will provide All safety accessories as required, per safety instructions. Initial here: _____
PAYMENT: Net-30 days from invoice date unless otherwise specified herein. A service charge will apply to all past due accounts.

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ACCEPTED BY CUSTOMER _____

Memo



To: Board of Light & Power
From: Todd Davlin, Electric Superintendent
cc: Tutt Gorman, City Manager
Date: 3-25-2022
Re: Electric Department iPads

To improve the efficiency of work in the Electric Department, reduce reliance on memory or paper communication, and to allow for field interface with both the ESRI GIS system and the APPA ESafety platform, we intend to purchase a cellularly enabled I-Pad (11" iPad Pro) We have shopped different purchasing options, but as we will be using Verizon to provide cellular services for the devices, I am recommended the iPads and supporting protective covers be purchased through Verizon for the costs noted below.

Five iPads x \$1099.99/device.....	\$5,499.99
Four Otterbox defender cases x \$35.00/case.....	\$270.00
Total.....	\$5,769.99

RECOMMENDATION: Authorize and recommend to City Council to approve purchase of five iPads and four protective cases for use by electric department personnel for a cost of \$5,769.99.



Apple 11-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray

4,055 ratings | 272 answered questions

~~\$1,099.00~~ Details
\$1,049.00 & FREE Returns
\$50.00 (5%)

Monthly: Pay \$999.00 upon approval for the Amazon Card.
Lower price from other sellers that may not offer free

Cellular

WiFi WiFi + Cellular

1T 2T 128GB **256GB** 512GB

Color: Space Gray



Model Name	iPad Pro
Brand	Apple
Screen Size	11 Inches
Operating System	iPadOS
Memory Storage Capacity	256 GB

About this item

- Apple M1 chip for next-level performance
- Stunning 11-inch Liquid Retina display with ProMotion, True Tone, and P3 wide color
- TrueDepth camera system featuring Ultra Wide front camera with Center Stage
- 12MP Wide camera, 10MP Ultra Wide camera, and LiDAR Scanner for immersive AR
- 5G for superfast downloads and high-quality streaming
- Stay connected with ultrafast Wi-Fi
- Go further with all-day battery life

Show more

New & Used (5) from \$903.78 & FREE Shipping.

Share

Buy new: **\$1,049.00**

& FREE Returns

FREE delivery April 6 - 8

Or fastest delivery Thursday, March 31

Select delivery location

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from Amazon.com
Sold by Amazon.com

Return policy: Eligible for Return, Refund or Replacement

Support: Free Amazon tech support included



Enjoy fast, FREE delivery, exclusive deals and award-winning movies & TV shows with Prime
Try Prime and start saving today with Fast, FREE Delivery

Add a Protection Plan:

- AppleCare+ for iPad Pro 11-inch for **\$129.00**
- AppleCare+ for 11-inch iPad Pro - Renews Monthly Until Cancelled for **\$5.99/month**

Add an Accessory:

- Microsoft 365 Family | Premium Office Apps | Up t... **\$124.99**
- Add a gift receipt for easy returns

Save with Used - Good

\$903.78
FREE delivery: Monday, March 21

Ships from: Amazon
Sold by: Amazon Warehouse



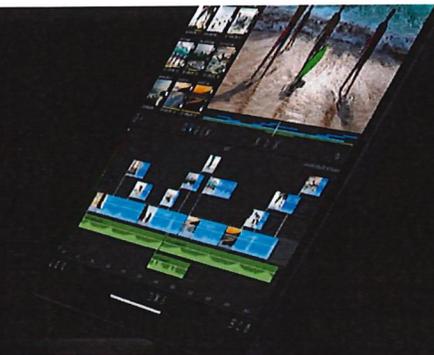
2 VIDEOS

Roll over image to zoom in



iPad Pro and M1 chip. Power couple.

Mind-blowing speed, amazing graphics,
and all-day battery.⁹ Crush tasks, create like
a pro, and play console-level games.



Display

12.9" Liquid Retina XDR display. Best and brightest.

Perfect for viewing and editing extremely
high-brightness and high-contrast
content like HDR photos and videos.¹⁰



10,000 mini-LEDs deliver
intense highlights, subtle details.

Superfast connections. Wired or wireless.

Thunderbolt connects pro accessories like displays and external drives. 5G cellular models get blazing speeds when you're away from Wi-Fi.

Thunderbolt

Up to 40 Gbps bandwidth for wired connections.

Wi-Fi 6 and 5G

Superfast downloads and high-quality streaming.

Cameras

Advanced cameras that put you front and center.

New Ultra Wide front-facing camera featuring Center Stage. Pro cameras and LiDAR Scanner for photos,



Center Stage

Smooth operating system.

iPadOS is powerful, intuitive, and designed just for iPad.



App Store
Over 1M apps designed for iPad.*



Why iPad

There's nothing quite like iPad.



Easy to use

iPad lets you do everything in powerful yet simple ways on the large Multi-Touch display.



Powerful

Run apps like Microsoft Office, Adobe Photoshop, and graphics-intensive games. iPad is ready for anything.



Portable

Remarkably thin and light with a durable design, fast Wi-Fi and cellular, and all-day battery life.



Versatile

It's your notepad, film studio, scanner, mobile office, and canvas when you need one.

Neural Engine

Up to*
2TB



12MP Wide and
10MP Ultra Wide cameras



Superfast downloads,
high-quality streaming*

Compatible with
Apple Pencil (2nd generation)*



Compatible with
Magic Keyboard and
Smart Keyboard Folio*

Neural Engine

Up to*
2TB



12MP Wide and
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Superfast downloads,
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Apple Pencil (2nd generation)*



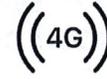
Compatible with
Magic Keyboard and
Smart Keyboard Folio*

Neural Engine

Up to*
256GB



12MP Wide camera



4G LTE cellular*

Compatible with
Apple Pencil (2nd generation)*



Compatible with
Magic Keyboard and
Smart Keyboard Folio*

Accessories



Camera	12MP photos	8MP photos	12MP photos	12MP photos	12MP photos
Video	4K video recording	1080p HD video recording	4K video recording	4K video recording	4K video recording
Apple Pencil Compatibility	Apple Pencil (2nd generation)	Apple Pencil (1st generation)	Apple Pencil (2nd generation)	Apple Pencil (2nd generation)	Apple Pencil (2nd generation)
Smart Keyboard Compatibility	Compatible with Smart Keyboard Folio, Magic Keyboard and Bluetooth keyboards	Compatible with Smart Keyboards and Bluetooth keyboards	Compatible with Smart Keyboard Folio, Magic Keyboard and Bluetooth keyboards	Compatible with Smart Keyboard Folio, Magic Keyboard and Bluetooth keyboards	Compatible with Smart Keyboard Folio and Magic Keyboard
Connector	USB-C connector	Lightning connector	USB-C connector	Lightning connector	USB-C connector

Technical Details

Apple iPad Pro - 11 inch, (3rd Generation)

Display	11-inch Liquid Retina display with ProMotion technology and True Tone
Capacity	128GB, 256GB, 512GB, 1TB, 2TB
Chip	Apple M1 chip 8-core CPU with 4 performance cores and 4 efficiency cores, 8-core GPU, 16-core Neural Engine
Camera and Video	12MP Wide and 10MP Ultra Wide cameras with Smart HDR and 4K video at 24 fps, 30 fps, or 60 fps
Front Camera	12MP Ultra Wide TrueDepth front camera with Portrait mode, Portrait Lighting, and Smart HDR 3
Battery Life	Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music. Up to 9 hours of surfing the web using cellular data network
Connector	USB-C

In the Box	iPad Pro, USB-C Charge Cable (1m), 18W USB-C Power Adapter
Height	9.74 inches (247.6 mm)
Width	7.02 inches (178.5 mm)
Depth	0.23 inch (5.9 mm)
Weight	1.03 pounds (466 grams) Wi-Fi model; 1.04 pounds (473 grams) Wi-Fi + Cellular model
Release Date	

What's in the box

- iPad Pro
- USB-C Charge Cable (1 meter)
- 18W USB-C Power Adapter

Customer Questions & Answers

[See questions and answers](#)

chip set. I wish 11 inch model had the same liquid retina XDR display like the 12.9 inch model. The battery life is excellent provided with a 20W charger. Everything else is good.

307 people found this helpful

Helpful

Report abuse

AT

Great iPad

Reviewed in the United States on May 25, 2021

Style: WiFi Size: 128GB Color: Silver **Verified Purchase**

Pros:

Fast and will be for many years
High quality, feels, and looks nice
Speakers are really good
Face ID

Cons:

For some, 128 GB may not be enough. If you are a heavy user, get the 256.
It's expensive

If you're looking at this versus the Air, it really depends on what you need for storage. If you primarily want to use your iPad for streaming media or looking up things and don't really need a whole lot of storage, get the Air with 64 GB. If you need more than 64 GB and don't need 256 then go with this model. If you do need 256 then you need to weigh the differences and figure out if the pro upgrade is worth \$150 to you.

250 people found this helpful

Helpful

Report abuse

Computer Clinic

Maxed Out Every 3D Mark Benchmark!

Reviewed in the United States on May 23, 2021

Style: WiFi + Cellular Size: 128GB Color: Space Gray **Verified Purchase**

Noticeably faster than the 2020 iPad Pro. Maxed out all 3D Mark benchmarks. Pretty impressed with the M1 Chip

190 people found this helpful

Helpful

Report abuse

Arin

Awesome iPad!

Reviewed in the United States on May 31, 2021

Style: WiFi Size: 128GB Color: Silver **Verified Purchase**

I'm a fairly new tablet user. I've only used one other iPad besides this but I'm in love with it! I mostly use it for procreate, the new M1 chip and refresh rate makes drawing feel nice and smooth, even more so with a matte screen protector.

173 people found this helpful

Helpful

Report abuse

Lance

Best tablet in the world!

Reviewed in the United States on June 11, 2021

Style: WiFi Size: 128GB Color: Space Gray **Verified Purchase**

This tablet is amazing! So incredibly fast! I love the Apple pencil and the magic keyboard is a must! If you're in the market for a great iPad I recommend either the iPad air 4 or this one, don't get 2018/2020 iPad pro, they're considerably slower with an A12 based chip. This one will last a lot longer though having at least 8GB RAM in the base model. Seriously if you want the best fastest tablet ever get this, you definitely get what you pay for in the base model (\$799). I needed the 120hz for drawing with the pencil, the input lag is so much better over the iPad air 4.

166 people found this helpful

Helpful

Report abuse

Jimmy Brungus

Best tablet money can buy

Boxes
Top
subscription
boxes – right
to your door

[Conditions of Use](#) [Privacy Notice](#) [Interest-Based Ads](#) © 1996-2022, Amazon.com, Inc. or its affiliates



TOTAL TECHNICAL ASSURANCE GROUP INC.

3952 Gallagher's Circle
 KELOWNA, BC
 V1W 3Z9
 PH: (250) 870-7882

TO: City of Portland Michigan
 259 Kent Street
 City of Portland, MI 48875
 USA

INVOICE NO. 202008
P.O. NUMBER Client to Supply
DATE 01-Apr-22

TERMS Net 7 days

W.O. #	DESCRIPTION	AMOUNT
	Fiber Broadband Development, Planning & Financial Workup March Billing	\$6,475.00
		Sub Total \$6,475.00
		USD
		TOTAL DUE \$6,475.00

Current	30 Days Past Due	60 Days Past Due	90 Days Past Due	Interest	Balance Due

Thank you for your business. It's been our pleasure providing technical services to your organization. All invoices are due and payable net 30 days from the date of invoice. Interest charged at 2% per month. (24% per annum) on the unpaid balance of past due accounts.



PURCHASE ORDER

City of Portland

P.O. 9331

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

VENDOR Site Plus

DATE: _____

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
LED lights for street light replacement	582.539.938		16,995.00

DEPARTMENT HEAD (UP TO \$500) [Signature]

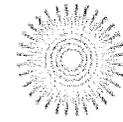
TOTAL 16,995.00

[Signature]
Treasurer Initials

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

Lites Plus Inc

590 West Grand River
Fowlerville, MI 48836 US
nancy@litesplusinc.com

**Lites Plus****INVOICE****BILL TO**

CITY OF PORTLAND
259 KENT STREET
PORTLAND, MI 48875

INVOICE # 52342**DATE 03/22/2022****DUE DATE 04/21/2022****TERMS Net 30**

ACTIVITY	QTY	RATE	AMOUNT
82364 HID36-CS-EX39-LED 82364 HID LED Retrofit 36W Color Selectable 3000 4000 5000K EX39 Base- HALCO	100	69.95	6,995.00T

PO- ELECTRIC/SCOTT HONSOWITZ

PLEASE NOTE NEW REMIT ADDRESS:
590 WEST GRAND RIVER AVE, FOWLERVILLE MI 48836

SUBTOTAL	6,995.00
TAX	0.00
TOTAL	6,995.00
BALANCE DUE	\$6,995.00

IN ACCOUNT WITH



200 OTTAWA AVENUE, N.W., SUITE 1000
GRAND RAPIDS, MI 49503-2427
TELEPHONE: (616) 458-1300
http://www.dickinsonwright.com
FEDERAL I.D. #38-1364333

INVOICE DATE: MARCH 8, 2022
INVOICE NO.: 1670897

PORTLAND, CITY OF
259 KENT STREET
PORTLAND, MI 48875-1495

ATTN: S. TUTT GORMAN

GROUP ID: 057672

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH FEBRUARY 28, 2022

TOTAL FEES CURRENT INVOICE	\$	<u>7,182.00</u>
TOTAL CURRENT INVOICE	\$	<u><u>7,182.00</u></u>

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	ACH Instructions:	Wire Instructions:
Dickinson Wright PLLC 2600 W. Big Beaver Suite 300 Troy, MI 48084	JP Morgan Chase Bank N.A. 28660 Northwestern Highway Southfield, MI 48034 ABA Number: 072 000 326 Account# 38852 (Please Reference Invoice Numbers)	JP Morgan Chase Bank N.A. 28660 Northwestern Highway Southfield, MI 48034 ABA Number: 021 000 021 Swift Code: CHASUS33 (International) Account# 38852 (Please Reference Invoice Numbers)



PURCHASE ORDER

City of Portland

P.O. 9377

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

VENDOR Iri County Electric COOP

DATE: 4/1/2022

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>Joint R.O. W clearing</u>	<u>582.539.967</u>		<u>\$ 12,300</u>
DEPARTMENT HEAD (UP TO \$500) <u>[Signature]</u>		TOTAL	<u>\$ 12,300</u>

attached contract Mar 16th

[Signature]
Treasurer Initials

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



Tri-County Electric Cooperative
 7973 E Grand River Ave
 Portland, MI 48875
 (800)562-8232

INVOICE: 4120332

Invoice Date: 03/30/2022
 Terms: DUE
 Due Date: 04/30/2022
 Amount Due: \$ 12,300.00

CITY OF PORTLAND
 ATTN: MIKE HYLAND
 259 KENT ST
 PORTLAND MI 48875

Account: 200917					Page 1 of 1
Description: INVOICE FOR RIGHT OF WAY CLEARING					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: 1005 A/R OTHER - MISC	1.000	EA	12,300.0000	12,300.00	
MESSAGES		Subtotal:		\$ 12,300.00	
RETURN BOTTOM PORTION WITH PAYMENT		Tax:		\$ 0.00	
		Total:		\$ 12,300.00	
		Amount Paid:		\$ 0.00	
		Amount Due:		\$ 12,300.00	
RETURN BOTTOM PORTION WITH PAYMENT					



Tri-County Electric Cooperative
 7973 E Grand River Ave
 Portland, MI 48875
 (800)562-8232

Account:	200917
Invoice:	4120332
Due Date:	04/30/2022
Amount Due:	\$ 12,300.00
Amount Of Payment:	_____

Remit To:

HOMEWORKS TRI-COUNTY ELECTRIC
 7973 E GRAND RIVER AVE
 PORTLAND MI 48875

CITY OF PORTLAND
 ATTN: MIKE HYLAND
 259 KENT ST
 PORTLAND MI 48875



7973 E. Grand River Ave.
Portland, Michigan 48875

phone: 1-800-562-8232
fax: 517-647-4856
www.homeworks.org

Joint Right-of-Way Clearing Contract

This contract is made on March 10, 2022, between **HOMWORKS TRI-COUNTY ELECTRIC COOPERATIVE**, 7973 E. Grand River Ave., Portland, MI 48875 ("HTCEC") and the City of Portland Board of Light & Power, 259 Kent St Portland, MI 48875 (City of Portland).

Parties have agreed to share the costs on right-of-way clearing on HTCEC's PT4 circuit, and where the City of Portland has underbuilt construction jointly with HTCEC. This work is located along Grand River Ave.

HTCEC will be responsible for administering the contract with Chop Tree Service. Once work is completed, HTCEC will be invoiced for the full bid amount of \$30,528.22. City of Portland agrees to pay their share of \$12,300 within two weeks of receiving the invoice from HTCEC.

Each party's portion per the bid:

HTCEC: \$18,228.22

City of Portland: \$12,300.00

A Hold Harmless will be provided to both parties in the agreement from Chop Tree Service. Any Non-Disclosure agreements will be signed by both parties, if requested.

Any and all equipment damage will be handled in a good faith manner between the parties. Any personal property damage will be handled by the utility (and Chop Tree Service) who serves the property.

IN WITNESS OF:

HomeWorks Tri-County Electric Cooperative (HWTCEC)



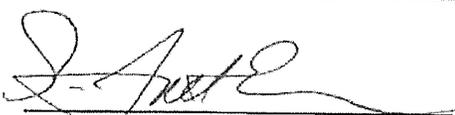
Witness



Chris O'Neill
General Manager HWTCEC

City of Portland: 

TODD DAVLIN



Witness

Title: SUPERINTENDENT ELECTRIC
DEPARTMENT

City Of Portland
Water Department
Monthly Water Report
March 2022

Monthly Water Production

Well #4	5,825,000 Gallons
Well #5	0 Gallons
Well #6	3,196,000 Gallons
Well #7	13,000 Gallons

Daily Water Production

Well #4	187,903 Gallons
Well #5	0 Gallons
Well #6	103,096 Gallons
Well #7	419 Gallons

Daily Average Water Production for All Wells 291,418 Gallons

Total Water Production for the Month 9,034,000 Gallons

Total Water Production for the Previous Month 8,424,000 Gallons

Total Production increased by 610,000 Gallons

Total Production for This Month from the Previous Year 8,578,000 Gallons

Total Production increased by 456,000 Gallons

Rodney D. Smith Jr.
Water Technician

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
MARCH 2022 STATS**

Calls for Service

Dispatched	92
Patrol Originated	21
Follow Up Complaints	23
Assist to PPD	35
Assist to Fire / EMS	5
Assist Other Depts	6

Other Functions

Subpoena Service	0
PBT's	0
Special Events	1
School Contacts (general)	6
Training	13
Administrative	32

Traffic Stops

Total Stops	226
Traffic Citations	81
Verbal Warnings	163
Parking Citations	17

Other

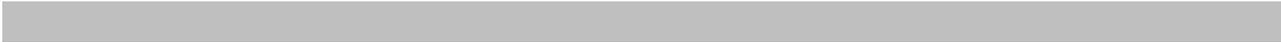
Physical Business Checks	
Interior	60
Exterior	518
Patrol Contacts	508

Arrests (Excluding Juvenile Apprehensions)

Misdemeanor Persons	11
Misdemeanor Charges	17
Felony Persons	2
Felony Charges	2

Code Enforcement / Blight

New Complaints	1
Follow up Complaints	0
Time Spent (in hours)	0.25



IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
APRIL 12, 2022 - 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN

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)
- VII. Unfinished Business**
- VIII. New Business**
 - A. Reappointment to the Community Mental Health Services Board-3 Year Terms
 - Linda Purcey
 - Nancy Patera
 - Mary Barker
 - B. Appointment to the Community Mental Health Service Board-3 Year Term
 - Mariah Lab
 - C. Request Approval of Amendment #2 to the Agreement between the Board of Commissioners on behalf of the Health Department and the Michigan Department of Health and Human Services – Ken Bowen
 - D. Request Approval of the Grant Agreement between the Ionia County Health Department and the Michigan Center for Rural Health – Ken Bowen
 - E. Request Approval to Attend the National TB Conference – Ken Bowen
 - F. Request Approval of a Memorandum of Agreement between the Commission on Aging and MDHSS/HASA for Senior Project FRESH and Coupon Purchase – Carol Hanulcik
 - G. Request Ratification of Commission on Aging Signature on MDOT Project Agreement 2022-75 (CRRSAA Funding) and Approval of Corresponding Budget Amendment – Carol Hanulcik
 - H. Request Permission to Hire a Substitute Home Delivered Meals Driver for the Commission on Aging Home Delivered Meals Program – Carol Hanulcik

- I. Request Permission to Hire a Transportation Driver for the Commission on Aging Transportation Program – Carol Hanulcik
- J. Request to Increase the 911 Surcharge \$2.85 to \$3.00 Per Device Per Month – Lance Langdon
- K. Accept Bid to Provide Janitorial and Grounds Maintenance Services at the Portland and Saranac Rest Areas on I-96 – John Niemela
- L. Request Approval of the Tax Allocation Board Millage Authorization Request – Jason Eppler
- M. Request Approval of Soil Erosion, Sedimentation and Stormwater Control Permit Fee Schedule – Jason Eppler

IX. Department Reports

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

- A. Closed Session to Review an Attorney-Client Privileged Written Opinion
- B. Closed Session to Discuss Strategy Associated with Negotiating a Collective Bargaining Agreement

XIV. Adjournment

Board and/or Commission Vacancies

- Economic Development Corporation/Brownfield Redevelopment Authority – Three- three-year terms.
- 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
- Commission on Aging Board-One-three-year term expired in September
- Parks Advisory Board- Two-Two-year terms, one serving as a Member-at-Large from Lyons Area and a Representative from the Fishing and Hunting Club
- West Michigan Regional Planning Commission-Two-One-year term
- Land Bank Authority- two-three-year term

Appointments for consideration in the month of April 2022:

- Economic Development Corporation/Brownfield Redevelopment Authority
- Land Bank Authority

Appointments for consideration in the month of May 2022:

- Midwest Michigan Trail Authority