



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

7:00 P.M. Monday, May 2, 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>	
7:20 PM	A. DDA Director ConnerWellman – Downtown Report	
7:20 PM	VII. <u>Public Hearing(s)</u> - None	
7:20 PM	VIII. <u>Old Business</u> - None	
7:20 PM	IX. <u>New Business</u>	
7:25 PM	A. Second Reading and Consideration of Ordinance 101M 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	Decision
7:22 PM	B. Proposed Resolution 22-33 Approving the Award of the Virginia Ave. Improvement Project to McKearney Asphalt & Sealing, Inc.	Decision
7:25 PM	C. Proposed Resolution 22-34 Approving the Award of Various Road Repairs to McKearney Asphalt & Sealing, Inc.	Decision
7:27 PM	D. Proposed Resolution 22-35 Approving the Proposal from Asphalt Restoration, Inc. to Provide Crack Sealing Services for the City of Portland	Decision
7:30 PM	E. Proposed Resolution 22-36 Approving an Award of River Trail Maintenance Work to McKearney Asphalt & Sealing, Inc.	Decision
7:32 PM	F. Proposed Resolution 22-37 Approving the Proposal from Asphalt Restoration, Inc. to Provide Crack Sealing Services for the Portland River Trail	Decision
7:35 PM	G. Proposed Resolution 22-38 Approving the Proposal from Integrity Mobile Services, LLC to Provide Fire Hydrant Painting Services in the City of Portland	Decision
7:38 PM	H. Proposed Resolution 22-39 Approving the Purchase of Diesel Fuel Storage Tanks for the Electric Department	Decision

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:40 PM	I. Proposed Resolution 22-40 Approving, Authorizing, and Directing the Mayor to Sign a Permit for a Fireworks Display at Bogue Flats Recreation Area	Decision
7:42 PM	J. Proposed Resolution 22-41 Setting a Public Hearing on the Budget Proposed for Fiscal Year 2022-2023	Decision
7:45 PM	<p>X. <u>Consent Agenda</u></p> <p>A. Minutes & Synopsis from the Regular City Council Meeting held on April 18, 2022</p> <p>B. Payment of Invoices in the Amount of \$82,758.65 and Payroll in the Amount of \$143,048.91 for a Total of \$225,807.56</p> <p>C. Purchase Orders over \$5,000.00</p> <ol style="list-style-type: none"> 1. Riverside Integrated Systems in the Amount of \$2,183.00 to Upgrade the Fire Alarm System to Cellular Technology 2. Moyer Construction Co. in the Amount of \$6,300.00 for Curb Replacement Along Virginia Ave. 3. Fleis & VandenBrink in the Amount of \$9,932.02 in the Amount of \$9,932.02 for Design Work on the Kent St. Improvement Project 4. Lyden Oil Company in the Amount of \$12,330.00 for Oil to Perform an Oil Change on the Fairbanks Morse Engine 5. Riverside Integrated Systems in the Amount of \$16,110.00 to Replace the Fire Alarm System at City Hall <p>XI. <u>Communications</u></p> <ol style="list-style-type: none"> A. DDA Minutes for March 28, 2022 B. DDA Treasurers Report for April 25, 2022 C. Utility Billing Report for March 2022 D. Ionia County Board of Commissioners Agenda for April 19, 2022 E. Ionia County Board of Commissioners Agenda for April 26, 2022 	Decision
7:43 PM	XII. <u>Other Business</u> – None	
7:45 PM	XIII. <u>City Manager Comments</u>	
7:50 PM	XIV. <u>Council Comments</u>	
7:55 PM	XV. <u>Adjournment</u>	Decision

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. 22-33

A RESOLUTION APPROVING THE AWARD OF THE VIRGINIA AVENUE IMPROVEMENT PROJECT TO Mc KEARNEY ASPHALT & SEALING INC.

WHEREAS, Virginia Avenue is in poor condition and rated accordingly by the City's PASER assessment (Pavement Surface Evaluation & Rating Study) and is in need of repair; and

WHEREAS, the Director of Public Works sought bids and recommends that the work be awarded to McKearney Asphalt & Sealing, Inc. in the amount of \$95,995.00, a copy of the quote is attached as Exhibit A.;

WHEREAS, the City Manager has reviewed and recommends same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to award the Virginia Avenue Improvement Project to McKearney Asphalt & Sealing, Inc. in the amount of \$95,995.00
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: May 2, 2022

Monique I. Miller, City Clerk

McKearney Asphalt & Sealing Inc

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

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

Proposal submitted to CITY OF PORTLAND DPW	Phone 517.647.6129 EMAIL: dpw@portland-michigan.org
Street 451 MORSE DR	Date 2/28/22
city, state, and zip code PORTLAND, MI 48875	Job location VIRGINIA ST, PORTLAND, MI 48875
Contact KEN GENSTERBLUM 517.526.3815	Saved As CITY OF PORTLAND – VIRGINIA ST

We hereby submit specifications and estimates for:

JOB LOCATION: VIRGINIA ST, PORTLAND, MI 48875

- **OPTION 1: MILL & PAVE VIRGINIA ST FROM M OPENING AT KENT APPROX 1,356' X 27' = 36,612 SQ/FT**
ROTOMILL VIRGINIA ST, CLEAN AREA TO PAVE AND HAUL ANY MILLINGS AND DEBRIS OFFSITE
APPLY SSH1 BOND COAT, WEDGE LOW AREAS
FURNISH AND INSTALL 2" OF MDOT 13A BITUMINOUS AGGREGATE

***FOR THE SUM OF: \$58,295.00**

-NOTE: CRACKS MAY REFLECT AT SOME POINT IN TIME.

- **OPTION 2: REMOVE AND REPLACE VIRGINIA ST FROM M OPENING AT KENT APPROX 1,356' X 27' = 36,612 SQ/FT**
SAW CUT AS NEEDED AND REMOVE ASPHALT ON VIRGINIA ST AND HAUL TO A DNR APPROVED SITE
FINE GRADE AND COMPACT EXISTING BASE WITH VIBRATORY ROLLER
FURNISH AND INSTALL 3 1/2" OF MDOT 13A BITUMINOUS AGGREGATE (2 LIFTS WITH SSH1 BOND COAT IF NEEDED)

***FOR THE SUM OF: \$95,995.00**

NOTE: UNDERCUTS WILL BE NEEDED IF EXISTING BASE MATEIAL IS SOFT FOR AN ADDITIONAL \$60.00 PER TON WITH 21AA FINE CRUSHED CONCRETE

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

Payment to be made as follows: 1/2 deposit & balance due upon completion, net 10 days. A time price difference of 1.5% per month will be charged on all accounts not paid when due. Should McKearney Asphalt & Sealing Inc. initiate any actions to force collection of any sums due, McKearney Asphalt & Sealing Inc. shall receive all cost incurred by McKearney Asphalt & Sealing Inc. including actual reasonable attorney fees. Quote good for 30 days.



 Andy McKearney, McKearney Asphalt

Acceptance of Proposal

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

Accepted:

Date: _____

By: _____

Authorized Representative

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



Over 30 years of experience
Quality workmanship at a fair price

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-34

**A RESOLUTION APPROVING THE AWARD OF VARIOUS
ROAD REPAIRS TO Mc KEARNEY ASPHALT & SEALING INC.**

WHEREAS, sections of East Grand River Avenue and Charlotte Highway are in need of repair; and

WHEREAS, the Director of Public Works recommends that the work be awarded to McKearney Asphalt & Sealing, Inc., based on the same unit pricing for the Virginia Avenue Project (Resolution 22-33), in the amount of \$35,000.00, a copy of the quote is attached as Exhibit A.;

WHEREAS, the City Manager has reviewed and recommends same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to award the various road repairs to McKearney Asphalt & Sealing, Inc. in the amount of \$35,000.00, a copy of the quote is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: May 2, 2022

Monique I. Miller, City Clerk



Memo

To: Tutt Gorman, City Manager

From: Ken Gensterblum, Public Works Director

cc:

Date: April 28, 2022

Re: Mill & Fill

The purchase order is for mill and fill work, which will consist of milling 2" of asphalt out and placing 2" of new asphalt. This project will take place on E Grand River Ave and one location on Charlotte Hwy. The E Grand River Ave project will be one patch near Divine Hwy, one large 600' section between Bristie St and Rowe Ave, and repairing approximately 1,500' of bad seams/joints. The Charlotte Hwy will be an area near the freeway to eliminate an area of settling which has created a noticeable bump.

Recommendation is to approve McKearney Asphalt to complete the work.



McKearney Asphalt & Sealing Inc

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

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

Proposal submitted to CITY OF PORTLAND DPW	Phone 517.647.6129 EMAIL: dpw@portland-michigan.org
Street 451 MORSE DR	Date 4/28/22
city, state, and zip code PORTLAND, MI 48875	Job location GRAND RIVER AVE, PORTLAND, MI 48875
Contact KEN GENSTERBLUM 517.526.3815	Saved As CITY OF PORTLAND – GRAND RIVER AVE MILL & PATCH AREAS

We hereby submit specifications and estimates for:

JOB LOCATION: GRAND RIVER AVE, PORTLAND, MI 48875

- **ROTOMILL AND PATCH BACK AREAS APPROX: 10,938 SQ/FT**
 - GRAND RIVER 600' X 12' = 7,200 SQ/FT
 - KENT ST TO CHARLOTTE HWY 15' X 20' = 300 SQ/FT
 - BAD JOINTS ON GRAND RIVER
 - CHARLOTTE HWY 20' X 30' = 600 SQ/FT

ROTOMILL EXISTING PARKING LOT AND HAUL MILLINGS OFFSITE
CLEAN AREAS TO PATCH WITH POWER BROOM
APPLY SS1H BOND COAT
WEDGE LOW AREAS
FURNISH AND INSTALL 2" OF MDOT 13A BITUMINOUS AGGREGATE

***FOR THE SUM OF: \$35,000.00**

-NOTE: CRACKS WILL REFLECT AT SOME POINT IN TIME.

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

Payment to be made as follows: ½ deposit & balance due upon completion, net 10 days. A time price difference of 1.5% per month will be charged on all accounts not paid when due. Should McKearney Asphalt & Sealing Inc. initiate any actions to force collection of any sums due, McKearney Asphalt & Sealing Inc. shall receive all cost incurred by McKearney Asphalt & Sealing Inc. including actual reasonable attorney fees. Quote good for 30 days.



 Andy McKearney, McKearney Asphalt

Acceptance of Proposal

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

Accepted:

Date: _____

By: _____

Authorized Representative

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



Over 30 years of experience
Quality workmanship at a fair price

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-35

**A RESOLUTION APPROVING THE PROPOSAL FROM
ASPHALT RESTORATION INC. TO PROVIDE CRACK
SEALING SERVICES FOR THE CITY OF PORTLAND**

WHEREAS, crack sealing is a vital preventative maintenance practice that extends the life of paved streets and roadways; and

WHEREAS, the Director of Public Works recommends that the work be awarded to Asphalt Restoration, Inc., at the unit price of \$1.10 per pound not to exceed \$60,000.00, a copy of the proposal is attached as Exhibit A;

WHEREAS, the City Manager has reviewed and recommends same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to approve the proposal from Asphalt Restoration, Inc., at the unit price of \$1.10 per pound not to exceed \$60,000.00, a copy of the proposal 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: May 2, 2022

Monique I. Miller, City Clerk



Memo

To: Tutt Gorman, City Manager

From: Ken Gensterblum, Public Works Director

cc:

Date: April 28, 2022

Re: Crack Sealing

The purchase order is for crack sealing services from Asphalt Restoration Inc. Crack sealing is the process of placing adhesive sealant into cracks on the pavement surface to prevent infiltration of moisture into the asphalt. We have used this company in the past and have been happy with their work. We are getting the price they have offered to other road departments in the state, which is less than the current price for the local road department. This work is billed by the pound so we have identified the sequence of streets to utilize their services effectively.

Recommendation is to approve Asphalt Restoration Inc for services.

Asphalt RESTORATION, INC.

High Performance Asphalt Maintenance

*7968 West G Avenue
Kalamazoo, MI 49009
Office: 269.353.3996
Fax: 269.375.0722*

Proposal

Date	Proposal #
3/2/2022	835

City of Portland 451 Morse Dr. Portland, MI 48875 Attn: Ken
--

Terms	Estimator
Net 30 Days	Mike

Item	Description	Total
OverBand Crac...	Cracks to be repaired will be blown clean using 100 P.S.I. and filled using ASTM/MDOT approved sealant. The sealant will be heated and applied in accordance with all industry standards and ASTM/MDOT Standards. *Cass County Road Commission with Asphalt Restoration Inc. at \$ 1.10 a pound for 2022 season which City of Portland will piggy back on Cass County Road Commission contract.	

Total	\$0.00
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We reserve the right to withdraw proposal if not accepted within 30 days. Acceptance of Proposal: The prices and specifications are accepted. Payment to be made as specified unless otherwise arranged. A 1-1/2% late fee will be charged to all accounts past due.

Signature _____

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-36

**A RESOLUTION APPROVING AN AWARD OF RIVER TRAIL
MAINTENANCE WORK TO Mc KEARNEY ASPHALT & SEALING INC.**

WHEREAS, sections of the Portland River Trail are in need of maintenance and repair;
and

WHEREAS, the Director of the Parks Department sought bids and recommends that the work be awarded to McKearney Asphalt & Sealing, Inc. in the amount of \$125,000.00, a copy of the quote is attached as Exhibit A.

WHEREAS, the City Manager has reviewed and recommends same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to award the river trail maintenance work to McKearney Asphalt & Sealing, Inc. in the amount of \$125,000.00, a copy of the quote is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: May 2, 2022

Monique I. Miller, City Clerk



To: Tutt Gorman, City Manager

From: Neil Brown, Parks & Recreation Director

Date: April 28, 2022

Re: River Trail Replacement

The Parks Department is looking to replace a section of the river trail. The section selected for replacement is the loop around the Bogue Flats Recreation Area. Portions of the trail in this area were affected greatly during the recent winter months with chunks of asphalt becoming dislodged from the trail. With the damage that was sustained and the popularity of this section it is recommended that the available resources be applied to this area.

Additionally, in the spring of 2021 we had 1,000 feet of the loop replaced near the Wastewater Treatment Plant. This year's project would begin where the 2021 project left off and continue along the river and around the gravel pits. The total length of the replacement would be 6,500 feet. Replacing the trail in larger sections like this should allow for better protection against the elements due to having less cracks and seams that come with piecing repairs together.

McKearney Asphalt submitted a low bid of \$125,000. In addition to being the low bid, McKearney Asphalt is also the company that completed the 2021 repair near the Wastewater Treatment Plant.

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.”

McKearney Asphalt & Sealing Inc

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

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

Proposal submitted to CITY OF PORTLAND	Phone 517.647.7985 EMAIL: nbrown@portland-michigan.org
Street 259 KENT STREET	Date 4/19/22
city, state, and zip code PORTLAND, MI 48875	Job location WALKING PATH OFF MORSE DR, PORTLAND, MI 48875
Contact NEIL BROWN- PARKS, RECREATION & CEMETERY DIRECTOR	Saved As CITY OF PORTLAND -- WALKING PATH 2022 OPT 4

We hereby submit specifications and estimates for:

JOB LOCATION: WALKING PATH ALONG RIVER, PORTLAND, MI 48875

OPTION 4: 6,500 LN/FT

- **PULVERIZE SECTION OF WALKING PATH 6,500' X 10' = 65,000 SQ/FT**
PULVERIZE SECTION OF WALKING PATH AND LEAVE IN PLACE
FINE GRADE AND COMPACT WITH VIBRATORY ROLLER
FURNISH AND INSTALL 3" OF MDOT 13A BITUMINOUS AGGREGATE (1 LIFT)

***FOR THE SUM OF: \$125,000.00**

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

Payment to be made as follows: ½ deposit & balance due upon completion, net 10 days. A time price difference of 1.5% per month will be charged on all accounts not paid when due. Should McKearney Asphalt & Sealing Inc. initiate any actions to force collection of any sums due, McKearney Asphalt & Sealing Inc. shall receive all cost incurred by McKearney Asphalt & Sealing Inc. including actual reasonable attorney fees. Quote good for 30 days.



 Andy McKearney, McKearney Asphalt

Acceptance of Proposal

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

Accepted:

Date: _____

By: _____

Authorized Representative

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



Over 30 years of experience
Quality workmanship at a fair price

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-37

**A RESOLUTION APPROVING THE PROPOSAL FROM
ASPHALT RESTORATION INC. TO PROVIDE CRACK SEALING
SERVICES FOR THE PORTLAND RIVER TRAIL**

WHEREAS, crack sealing is a vital preventative maintenance practice that extends the life of paved streets, trails and roadways; and

WHEREAS, the Director of the Parks Department sought bids and recommends that the work be awarded to Asphalt Restoration, Inc. in the amount of \$15,500.00 to crack seal the entire River Trail, a copy of the proposal is attached as Exhibit A;

WHEREAS, the City Manager has reviewed and recommends same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the proposal from Asphalt Restoration, Inc. in the amount of \$15,500.00 to crack seal the entire River Trail, a copy of the proposal 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: May 2, 2022

Monique I. Miller, City Clerk



To: Tutt Gorman, City Managers

From: Neil Brown, Parks & Recreation Director

Date: April 28, 2022

Re: River Trail Crack Sealing

The Parks Department is looking to crack seal the entire river trail. The process and result are similar to the crack sealing that is done on the roadways. Heated material is used to fill and seal cracks and seams in the asphalt.

Asphalt Restoration, Inc submitted a low bid of \$15,500. This company is the same one that has been used to crack seal the roadways in recent years.

Respectfully,

A handwritten signature in black ink, appearing to read "Neil Brown".

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.”

Asphalt RESTORATION, INC.

High Performance Asphalt Maintenance

7968 West G Avenue
Kalamazoo, MI 49009
Office: 269.353.3996
Fax: 269.375.0722

Proposal

Date	Proposal #
3/14/2022	839

City of Portland 259 Kent Street Portland, MI 48875 Attn: Neil		Terms	Estimator
		Net 30 Days	Mike
Item	Description	Total	
OverBand Crac...	10 miles of River Trails Cracks to be repaired will be blown clean using 100 P.S.I. and filled using ASTM/MDOT approved sealant. The sealant will be heated and applied in accordance with all industry standards and ASTM/MDOT Standards. Approx. 18,568 l/f (6,900#)	15,500.00	

We reserve the right to withdraw proposal if not accepted within 30 days. Acceptance of Proposal: The prices and specifications are accepted. Payment to be made as specified unless otherwise arranged. A 1-1/2% late fee will be charged to all accounts past due.

Total	\$15,500.00
--------------	--------------------

Signature _____

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-38

**A RESOLUTION APPROVING THE PROPOSAL FROM
INTEGRITY MOBILE SERVICES LLC TO PROVIDE FIRE
HYDRANT PAINTING SERVICES IN THE CITY OF PORTLAND**

WHEREAS, performing regular maintenance and painting of fire hydrants is essential in assuring public safety during emergency situations; and

WHEREAS, the Director of Public Works sought bids and recommends to approve the proposal from Integrity Mobile Services, LLC to provide fire hydrant painting services in the amount of \$6,400.00, a copy of the proposal is attached as Exhibit A;

WHEREAS, the City Manager has reviewed and recommends same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the proposal from Integrity Mobile Services, LLC to provide fire hydrant painting services in the amount of \$6,400.00, a copy of the proposal 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: May 2, 2022

Monique I. Miller, City Clerk



INTEGRITY
MOBILE SERVICES

HYDRANT PROPOSAL

Michael Perkins

INTEGRITY MOBILE SERVICES, LLC 292 Ionia Street Mulliken, MI 48861

Integrity Mobile Services, LLC
292 Ionia Street Mulliken, MI 48861
Phone: (517)391-4920
Email: Integmobile@gmail.com

City – Portland Public Works
451 Morse Dr,
Portland, MI 48875
(517) 647-6129
Email: dpw@portland-michigan.org

BID PROPOSAL

COMMENTS OR SPECIAL INSTRUCTIONS:

ALL PRICING IS BASED UPON, TIME, MATERIAL, LABOR AND TRAVEL. CONTRACTOR WILL SUPPLY ALL MATERIAL.

JOB FULFILLMENT:

Integrity Mobile Services will complete 50 hydrants within the city of Portland. Time of completion is in a two-week fulfillment (weather permitting) from beginning to end.

Each hydrant will be inspected for damage or repairs prior to work. The hydrant will be sand-blasted and then inspected again for any water leaks before primer is applied. Once primer is completed, a final coat of safety yellow paint will be applied. Each hydrant is complete after clean up.

BILLING:

Integrity Mobile Services uses QuickBooks billing systems. At the end of all hydrant completion, Integrity Mobile Services will send a bill via QuickBooks with a Net30, as well as a breakdown of work completed. Each hydrant will be placed into a work summary with description. Description of hydrants include; hydrant year, make, hydrant section, hydrant number, date completed and amount completed.

PAINT PRODUCT: Paint
supplier,
SpKish Industries
600 W Seminary St,
Charlotte, MI 48813

The paint that will be used is an exterior industry standard paint. It is a water reducible alkyd with a 200+hr salt spray (corrosion resistance). This paint is long lasting and will not chalk over time, it's also UV resistant and will maintain gloss.

PRICING:

Integrity Mobile Services will charge at a rate of \$128.00 (per hydrant). This offer is valid for the year of 2022 and expires on November 15th 2022.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-39

A RESOLUTION APPROVING THE PURCHASE OF DIESEL FUEL STORAGE TANKS FOR THE ELECTRIC DEPARTMENT

WHEREAS, the City's Electric Department maintains three diesel engines that provide back-up and secondary power to the electrical system and the storage tanks are in need of repair; and

WHEREAS, the City Manager and Electric Superintendent recommend approving the purchase of three diesel fuel tanks from Corrigan Oil Company in the amount of \$41,893.61, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on April 26, 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 purchase of three diesel fuel tanks from Corrigan Oil Company in the amount of \$41,893.61, 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: May 2, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 4-23-2022

Re: Portland Board of Light and Power Diesel Fuel Storage

While troubleshooting engine reliability issues with the Fairbanks Morse and Nordberg Engines our diesel fuel provider had analytical testing conducted on oil from all our engines. Analytical results showed significant bacteria, water, oxidation, and particulate in the storage tanks for the Cooper Bessemer and Nordberg engines. The recommendation from Corrigan oil and Farabee mechanical is that the fuel for both engines be condemned, and alternative solutions provided for fuel storage. Temporary measures are being taken to clean up the existing tanks and purchase new diesel fuel with algicide and additional filtration. Corrigan oil has provided a proposal to install three thousand gallons of diesel fuel storage with associated piping for an estimated cost of \$41,893.61. Farabee Mechanical was asked to provide a competitive estimate, and they recommended we proceed with Corrigan's proposal based on price.

RECOMMENDATION: Authorize and recommend that City Council approve Corrigan oil to install three thousand gallons of engine fuel storage capacity and associated piping for an estimated cost of \$41,893.61



775 N. Second • Brighton, MI 48116
(810) 229-6323 • (800) FAST-OIL • Fax (810) 229-4970

INDUSTRIAL & AUTOMOTIVE • LUBRICANTS • HOME HEATING OILS • DIESEL • KEROSENE • GASOLINE • DEF • PROPANE

April 19, 2022

City of Portland Public Service
Attn: Todd
723 E Grand River Ave
Portland, MI 48875

Dear Todd:

Corrigan appreciates the opportunity to service you. We are pleased to offer the following quote.

SERVICE:	PRE-TAX PRICE
Installation of tanks in basement of City of Portland building	\$13,026.00
TOTAL	\$13,026.00*

PRODUCT:	ORDER QUANTITY	PRE-TAX PRICE
550-gallon double wall tank w/ e-vents, Spill pot, 90% alarm and gauge	6 @ \$ 3,445.64 each	\$20,673.84
Additional Miscellaneous Parts	1 @ \$ 8,193.77 each	\$ 8,193.77
TOTAL		\$28,867.61

GRAND TOTAL \$41,893.61*

*Does not include removal of tanks or scrap product.

TERMS OF SERVICE

Lead time: 2-3 weeks based upon availability.
Payment terms: Net 30 days
Ref: E22087

Orders may be placed via email through orders@corriganoil.com or by phone at (800) FAST OIL. We thank you for the opportunity and look forward to further discussion.

Roger Hayes
rogerh@corriganoil.com
(810) 229-6323 X 3114

Dave Roberts
droboterts@corriganoil.com
(810) 923-8864

Customer acceptance signature: _____ Date: _____

*Submission of PO will be considered acceptance of terms above in lieu of customer signature.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-40

**A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE
MAYOR TO SIGN A PERMIT FOR A FIREWORKS DISPLAY AT
BOGUE FLATS RECREATION AREA**

WHEREAS, the Downtown Development Authority has requested that the City Council approve a permit for Pyrotecnico Fireworks, Inc. to put on a fireworks display at the Bogue Flats Recreation Area on the first of July to celebrate Independence Day with no rain date; and

WHEREAS, the City Manager recommends that Council approve the display subject to the Downtown Development Authority and the pyrotechnics company providing proof of insurance (attached as Exhibit A) and Pyrotecnico Fireworks, Inc. locating the mortar firing area to comply with the requirements of the National Fire Protection Association 1123 Code for Fireworks Displays (e.g. the minimum separation distance between the mortar firing area and spectators shall be 70 feet for each inch of internal mortar diameter; the secure diameter of the firing site shall be twice that distance; and fire department personnel and vehicles being present at the display site perimeter when the fireworks are set off) and Act 358 of the Public Acts of Michigan of 1968, as amended.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves and authorizes the Mayor to sign a permit (attached as Exhibit B) for a fireworks display at the Bogue Flats Recreation Area as a part of a fourth of July celebration on Friday, July 1, 2022, subject to the Downtown Development Authority and the pyrotechnics company providing proof of insurance and Pyrotecnico Fireworks, Inc. locating the mortar firing area to comply with the requirements of the National Fire Protection Association 1123 Code for Fireworks Displays (e.g. the minimum separation distance between the mortar firing area and spectators shall be 70 feet for each inch of internal mortar diameter; the secure diameter of the firing site shall be twice that distance, and fire department personnel and vehicles must be at the display site perimeter) and Act 358 of the Public Acts of Michigan of 1968, as amended.
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: May 2, 2022

Monique I. Miller, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

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

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

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C. No. Ext): 216-658-7100		FAX (A/C. No.): 216-658-7101
	E-MAIL ADDRESS: info@brittongallagher.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Pyrotecnico Fireworks Inc. Pyrotecnico F/X LLC P.O. Box 149 299 Wilson Road New Castle PA 16103	2299		INSURER A : Everest Indemnity Insurance Co. 10851
			INSURER B : Arch Speciality Ins Co 21199
			INSURER C : Everest Denali Insurance Company 16044
			INSURER D :
			INSURER E :
			INSURER F :

COVERAGES

CERTIFICATE NUMBER: 227270162

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		SI8ML00891-221	1/14/2022	1/14/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00141-221	1/14/2022	1/14/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			UXP1035252-02	1/14/2022	1/14/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: July 1, 2022

LOCATION: Bogue Flats Recreation Area, Portland, Michigan

ADDITIONAL INSURED: Portland Chamber of Commerce; City of Portland, Michigan

CERTIFICATE HOLDER**CANCELLATION**
 Portland DDA
 PFCU
 9077 Charlotte Hwy
 Portland MI 48875

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2022

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

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

PRODUCER Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877)234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877)234-4420 FAX (A/C, No): (877)234-4421	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
INSURED Pyrotecnico 299 Wilson Rd New Castle, PA 16101 CTL 1273 1692014	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Continental Indemnity Co. 28258	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (any one person)	\$
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$
	<input type="checkbox"/>						GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/>	<input type="checkbox"/>					\$
	<input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below			82-872096-04-24	06/07/2021	06/07/2022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER Portland DDA PFCU 9077 Charlotte Hwy Portland, MI 48875	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  0023702
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Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
--	--

This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

PUBLIC DISPLAY

AGRICULTURAL PEST CONTROL

Issued To Pyrotecnico Fireworks, Inc.		Age (18 or over) Yes
Address 4369 E Summit Woods Dr NE, Rockford, MI 49341		
Name of Organization, Group, Firm, or Corporation Portland DDA		
Address City Hall, 259 Kent Street, Portland MI 48875		
Number and Types of Fireworks Approximately 1200 aerial display shells ranging in size from 1 ¼ inches to 5 inches in diameter.		
Exact Location of Display Bogue Flats Recreation Area, Portland MI 48875		
City, Village, Township Portland	Date July 1, 2022	Time Approx. 10:15 pm
Bond or Insurance Filed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Amount \$5,000,000.00

Issued by action of: Council Commission Board of the

City Village Township of _____
(Name of City, Village, Township)

on the _____ day of _____,

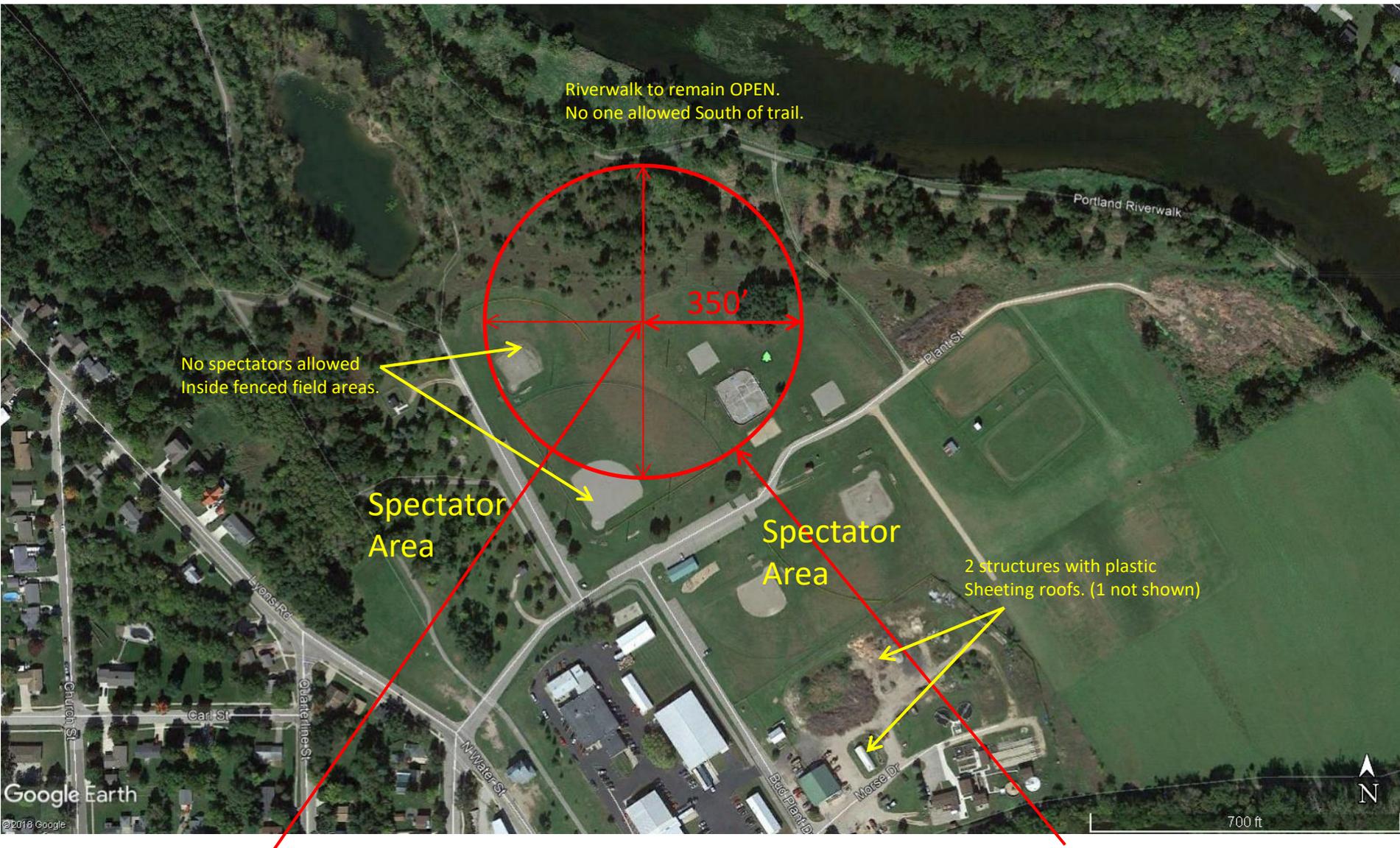
(Signature and Title of Council/Commission/Board Representative)

Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
 - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
 - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
 - Display Fireworks – 1.3G fireworks for professional use only
 - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
 - Public Display – a fireworks display that is open to all persons for viewing.
 - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the [Michigan Fireworks Safety Act, PA 256 of 2011, MCL 28.466, Section 16](#).
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.



Launch Location

Setup area: 50' X 50'

Radius from setup area: 350'

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-41

**A RESOLUTION SETTING A PUBLIC HEARING ON THE BUDGET
PROPOSED FOR FISCAL YEAR 2022-2023**

WHEREAS, the City Manager recommends that the City Council schedule a Public Hearing on the Budget proposed for Fiscal Year 2022-2023 on May 16, 2022 at 7:00 P.M. and direct the City Clerk to publish a notice of the hearing at least one week prior to the hearing to comply with the requirements of State Law and the City Charter.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the scheduling of a public hearing for the 2022-2023 budget on Monday, May 16, 2022 at 7:00 P.M. and directs the City Clerk to publish a notice of the hearing at least one week prior to the hearing to comply with the requirements of State Law and the City Charter.
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: May 2, 2022

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, April 18, 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; City Manager Gorman; City Clerk Miller

Guests: None

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.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman noted the Draft Budget for Fiscal Year 2022-2023 was distributed to the Council tonight. The Budget Workshop and the Public Hearing for the proposed budget will be scheduled at the May 2, 2022 Council meeting.

City Manager Gorman noted there have been several questions from residents in regard to the loud humming noise coming from the ADM Animal Nutrition facility. ADM was contacted and reported a motor on the roof has failed and should be repaired tomorrow.

A proposal for repairs to the River Trail is expected to be presented to Council for approval at the May 2, 2022 meeting.

A preliminary meeting for the Kent Street Improvement Project has been held with both staff and MDOT to discuss design and potential funding. Construction is expected to take place in 2023 but consideration is being given to pushing it back to 2024 to be done in conjunction with replacement of the Divine Hwy. Bridge so the downtown does not experience two summers of construction.

New rules for Toan Park that will address use of the park and splash pad will be posted soon.

Under Presentations, Mayor Barnes presented the 2022 Arbor Day Proclamation.

Under New Business, the City Council held the First Reading of Ordinance 101M, to amend Chapter 40 of the Code of Ordinances to authorize the setting of various electric rates by

resolution of the City Council as is done for the water and wastewater rates, rather than by revising the ordinance.

The Council considered Resolution 22-22 to approve a Request for Proposals for Broadband Telecommunications Services for the City of Portland, as recommended by the Board of Light and Power, City Manager, City Staff and legal counsel.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 22-22 approving a Request for Proposals for Broadband Telecommunications Services for the City of Portland.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 22-23 to approve an Agreement for Professional Assessing Services with Erik L. Litts.

Motion by Johnston, supported by Sheehan, to approve Resolution 22-23 approving, authorizing, and directing the Mayor to sign an Agreement for Professional Assessing Services with Erik L. Litts.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 22-24 to approve an Exclusive Marketing Agreement with Martin Commercial Properties, Inc. to sell City-owned property at Grand River Ave. and Cutler Rd.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve 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.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-25 to approve Ambulance Service Agreements with the participating jurisdictions and to approve the Ambulance Care Plan Membership Agreement Form.

City Manager Gorman noted the per capita charge was increased to \$20.00 as discussed at the Annual Ambulance Meeting with the jurisdictions.

Motion by Johnston, supported by Fitzsimmons, to approve 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.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes
Nays: None
Adopted

The Council considered Resolution 22-26 to revise Council Policy 77-1 to update cemetery rates.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-26 to revise Council Policy 77-1 concerning cemetery rates.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes
Nays: None
Adopted

The Council considered Resolution 22-27 to approve a proposal from GRP Engineering, Inc. to provide engineering services for underground projects for the Electric Department, in the amount of \$14,400.00, as recommended by the Board of Light and Power.

Motion by Sheehan, supported by Fitzsimmons, to approve Resolution 22-27 approving a proposal from GRP Engineering, Inc. to provide engineering services for underground projects for the Electric Department.

Yeas: Sheehan, Fitzsimmons, VanSlambrouck, Johnston, Barnes
Nays: None
Adopted

The Council considered Resolution 22-28 to approve a proposal from AECOM to provide Dam Safety Consulting Services for the Electric Department, in the amount of \$15,500.00, as recommended by the Board of Light and Power.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 22-28 approving a proposal from AECOM to provide Dam Safety Consulting Services for the Electric Department.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes
Nays: None
Adopted

The Council considered Resolution 22-29 to approve a proposal from AECOM to provide FERC Monitoring and Reporting services for the Municipal Dam, for the 2022 and 2023 calendar years, as recommended by the Board of Light and Power.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 22-29 approving a proposal from AECOM to provide FERC monitoring and reporting services for the Municipal Dam.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes
Nays: None
Adopted

The Council considered Resolution 22-30 to approve a proposal from Eagle Enterprise of Michigan to provide rehabilitation services for the Municipal Dam, in the amount of \$25,050.00,

as recommended by the Board of Light and Power. Rehabilitation is to include repair to the trash rake, safety railings, and other items to ensure proper and safe operations.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 22-30 approving a proposal from Eagle Enterprise of Michigan to provide rehabilitation services for the Municipal Dam.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-31 to approve payment in the amount of \$66,500.00 to F&V Construction for work performed for the Wastewater Treatment Plant Project. The City Manager and Finance Director have reviewed the pay request and recommend its approval.

Motion by Sheehan, supported by VanSlambrouck, to approve Resolution 22-31 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

Yeas: Sheehan, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 22-32 to approve increases to the fee schedule for the Ambulance Department.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 22-32 approving increases to the fee schedule for the Ambulance Department.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on April 4, 2022, 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. Purchase orders to Newkirk Electric Associates in the amount of \$5,250.00 for preventative maintenance on the Municipal Dam, MacAllister Rentals in the amount of \$5,359.00 for rental of three CAT trash pumps and hoses, Verizon in the amount of \$5,769.99 for iPads for the Electric Department, Total Technical Assurance Group, Inc. in the amount of \$6,475.00 for Fiber Broadband Development, Lites Plus in the amount of \$6,995.00 for LED street lights, Dickinson Wright in the amount of \$7,182.00 for February Legal Services, and Tri County Electric in the amount of \$12,300.00 for clearing of joint rights-of-way were also included.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Under City Manager comments, City Manager Gorman noted union negotiations and the budget process are still underway. A union negotiation meeting was held earlier today; the next is scheduled for Friday, May 13, 2022.

The Wastewater Plant Improvement Project design phase also continues. A meeting was recently held with the WWTP employees to gather their input. City Manager Gorman further reminded residents that information regarding the project can be found on the City's website.

The Annual Cleanup Day will be held Saturday, May 7, 2022 from 7:00 A.M. to Noon at the DPW complex. The Hazardous Waste Collection will be held the same day from 8:00 A.M. to Noon at the parking lot of the Fire Department.

Loose leaf pickup will no longer take place in the Spring; all leaves must be placed in biodegradable bags and placed at the curb for pick up. Loose leaf pickup will take place in the Fall.

Under Council Comments, Mayor Pro-Tem VanSlambrouck noted the construction of the storage units being constructed next to I-96 and along Charlotte Hwy. seems to be going well.

Council Member Sheehan noted the Friends of the Red Mill and Portland High School Fine Arts Department will host a Murder Mystery Dinner on May 6th and 7th.

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

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:40 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the April 18, 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; City Manager Gorman; City Clerk Miller

Presentation - Mayor Barnes presented the 2022 Arbor Day Proclamation.

First Reading of Ordinance 101M to amend Chapter 40 of the Code of Ordinances to authorize the setting of various electric rates by resolution of the City Council rather than Ordinance.

All in favor. Adopted.

Approval of Resolution 22-22 approving a Request for Proposals for Broadband Telecommunications Services for the City of Portland.

All in favor. Adopted.

Approval of Resolution 22-23 approving, authorizing, and directing the Mayor to sign an Agreement for Professional Assessing Services with Erik L. Litts.

All in favor. Adopted.

Approval of 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.

All in favor. Adopted.

Approval of 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.

All in favor. Adopted.

Approval of Resolution 22-26 to revise Council Policy 77-1 concerning cemetery rates.

All in favor. Adopted.

Approval of Resolution 22-27 approving a proposal from GRP Engineering, Inc. to provide engineering services for underground projects for the Electric Department.

All in favor. Adopted.

Approval of Resolution 22-28 approving a proposal from AECOM to provide Dam Safety Consulting Services for the Electric Department

All in favor. Adopted.

Approval of Resolution 22-29 approving a proposal from AECOM to provide FERC monitoring and reporting services for the Municipal Dam.

All in favor. Adopted.

Approval of Resolution 22-30 approving a proposal from Eagle Enterprise of Michigan to provide rehabilitation services for the Municipal Dam.

All in favor. Adopted.

Approval of Resolution 22-31 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

All in favor. Adopted.

Approval of Resolution 22-32 approving increases to the fee schedule for the Ambulance Department.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:40 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
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	8,258.00
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	1,691.36
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	348.71
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	2,039.89
KEUSCH SUPER SERVICE	00228	TIRE REPLACEMENT FOR GATOR - CEM, PARKS	139.99
CULLIGAN	02130	WATER 1X - WW	8.75
CULLIGAN	02130	WATER 1X - WW	8.75
KEUSCH SUPER SERVICE	00228	#43 OIL CHANGE - AMB	322.26
MUNICIPAL SUPPLY CO.	00324	PLASTIC INNER LID, COUPLINGS - WATER	495.39
NYE UNIFORM CO.	00338	UNIFORM SHIRT GROENHOF - POLICE	92.00
GRAINGER, INC.	00172	SUPPLIES - MAJ, LOC STS	433.51
STAR THOMAS	01654	N95 MASKS AMAZON REIM - AMB	33.90
GRANGER	00175	REFUSE - REFUSE	12,518.43
USA TODAY NETWORK	02501	NOI BONDS, COUNCIL MTG SYNOPSIS - GEN	694.75
BS&A SOFTWARE	00029	ANNUAL SOFTWARE CONTRACT/SUPPORT TIME SHEETS, P	1,770.00
LANSING SANITARY SUPPLY	02485	JANITORIAL SUPPLIES - PARKS, CEM	560.97
MACALLISTER RENTALS	02580	RENT 3 CAT TRASH DUMPSTERS - WW, APPRV CONSTN	5,359.00
COOK BROS EXCAVATING	00101	EMERGENCY REPAIR SWR EMPIRE DEC 2021- WW	3,913.57
MHR BILLING	01780	MARCH BILLING SVC - AMB	1,850.00
PAMA	01370	CONTRIB TO PAMA OVERHEAD DOOR - COMM PROMO	1,981.26
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR/PARTS B LINK BELT - CITY HALL	897.00
STATE OF MICHIGAN	02577	BACTI SAMPLES - WATER	96.00
GRAINGER, INC.	00172	BINDERS- WATER	26.06
LOOMIS, EWERT, PARSLEY, DAVIS, &	G02715	LEGAL SERVICES - GEN	143.50
ANTHONY SMITH	02449	MILEAGE FOR TRAINING - WW	100.80
FLEIS & VANDENBRINK	00153	KENT ST IMPROVEMENTS - MAJ STS	9,932.02
FLEIS & VANDENBRINK	00153	GENERAL CONSULT SVCS - GEN	609.50
FLEIS & VANDENBRINK	00153	BRIDGE INSPECTION - MAJ STS	200.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	280.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	300.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CULLIGAN	02130	WATAER 2X CITY HALL - GEN	15.50
MICHIGAN MUNICIPAL LEAGUE	00285	CLASSIFIED ADS - ASSESSING	177.48
DICKINSON WRIGHT PLLC	02244	PROFESSIONAL SERVICES - ELECTRIC	855.00
CAPITAL ASPHALT LLC	02578	3.03 TONS ASPHALT - MAJ STS	177.26
CORRIGAN OIL CO, NO. 11	02693	101.5 GAL DIESEL - MTR POOL	430.15
MUZZALL GRAPHICS	00326	DELINQ, UTILITY NOTICES - ELECT, WATER, WW	548.19
CORRIGAN OIL CO, NO. 11	02693	DIESEL FUEL FOR ENGINES - ELECTRIC	2,125.79
MUNICIPAL SUPPLY CO.	00324	HARDWARE - ELECTRIC	60.66
FAMILY FARM & HOME	01972	PEA GRAVEL - ELECTRIC	8.98
FAMILY FARM & HOME	01972	HEARING PROTECTION - ELECTRIC	35.98
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	76.72
FAMILY FARM & HOME	01972	UTILITY MAT - ELECTRIC	14.99
FAMILY FARM & HOME	01972	WRENCH, BAR GRATE - ELECTRIC	55.96
FAMILY FARM & HOME	01972	NUTS, BOLTS, WASHERS - ELECTRIC	12.65
GLOBAL CHEMICALS, INC.	MISC	LEMONCIDE DC - POLICE, AMB	468.97
FAMILY FARM & HOME	01972	GLOVES, CLEANER - PARKS, CEM	32.97
KEUSCH SUPER SERVICE	00228	NEW TIRE FOR GATOR - PARKS, CEM	159.99
EMMA HONSOWITZ	02572	OFFICIAL - REC	60.00
CAPITAL ASPHALT LLC	02578	UPM COLD PATCH - MAJ, LOC STS	826.20
STRAIN ELECTRIC CO.	02379	CROSS WALK LIGHT REPAIR - ELECTRIC	985.70
LITE'S PLUS INC	00243	LED STREET LIGHTS - ELECTRIC	4,644.50
MID MICHIGAN EMERGENCY EQUIPMENT	02216	LIGHTS FOR TRUCK - ELECTRIC	2,079.00
GRP ENGINEERING INC.	01994	ELECT SYS GIS MAP&ASSET MGMT SUPPORT - ELEC CC	2,436.00
GRP ENGINEERING INC.	01994	ELECT SYS GIS MAP/ASSET MGMT SUPPORT - ELEC CC	6,528.00
RESCO	00392	ACLARA METERS - ELECTRIC	1,646.40
RESCO	00392	TRANSFORMER WARNING LABELS - ELECTRIC	776.70
REED & HOPPES, INC.	00390	SLINGS - ELECTRIC	320.48
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	75.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	175.00
KENDALL ELECTRIC	00225	LED REPLACEMENT LIGHTS - ELECTRIC	386.55
GRAINGER, INC.	00172	OVER BOOTS - ELECTRIC	248.76

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GRAINGER, INC.	00172	PENCIL SHARPENER - ELECTRIC	33.15
GRAINGER, INC.	00172	CLIPBOARD - ELECTRIC	69.55
GRAINGER, INC.	00172	PENCILS - ELECTRIC	6.48
MUNICIPAL SUPPLY CO.	00324	SEAL CLAMPS - WW	521.80
MUNICIPAL SUPPLY CO.	00324	MECHANICAL SWR PLUG - WW	31.50
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	104.50
B&W AUTO SUPPLY, INC.	00030	VAR SUPPLIES - VAR DEPTS	400.77
Total:			\$82,758.65



PURCHASE ORDER

City of Portland

P.O. 9748

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

VENDOR Riverside Integrated Systems

DATE: 04/29/22

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Cellular Communicator for Alarm System -City Hall			2183.00
DEPARTMENT HEAD (UP TO \$500) _____		TOTAL	

Treasurer Initials

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

RIVERSIDE

INTEGRATED SYSTEMS INC.

■Fire■Security■Communications

2225 Oak Industrial Drive NE
Grand Rapids, MI 49505
Phone (616) 726-7026
Fax (616) 726-7027

Thursday, April 28, 2022

**Portland City Hall
259 Kent St
Portland, MI 48875**

Reference: # 25703-22

Dear Nikki Miller:

Riverside Integrated Systems is pleased to submit our proposal for the requested Fire Alarm System upgrades at Portland City Hall in Portland, Michigan.

The Fire Alarm System dialer upgrades will consist of the following:

- 1 - DMP POWERCOMF-V Cellular Communicator with Power Supply and Battery Backup
- 2 - Honeywell 6160CR-2 Keypads
- 1 - Necessary Installation

Total Price – Above Listed Items: ----- \$2,183.00

This proposal includes the installation of the necessary hardware to support cellular/internet monitoring.

- The City of Portland will be responsible for the necessary 110v to the new power supply.

This proposal includes the replacement of both failing security keypads.

Upon acceptance of this proposal an updated monitoring contract will be sent at the monthly price of \$45.00. Invoicing is paid yearly in advance.

AT&T and Verizon are migrating to LTE, meaning they will no longer support their 3G/4G cellular networks starting February 2022. Your current communicator must be upgraded with a LTE communicator in order to work properly with the carriers' new network. This upgrade is required as soon as possible to maintain uninterrupted monitoring service for your Fire Alarm and/or Security System.

This proposal does not include permits or submittals. If permits or submittals are required, additional cost will apply.

This proposal remains firm for 6 months.

Thank you for your consideration of our proposal. If you should have any questions, please feel free to call.

Sincerely,
RIVERSIDE INTEGRATED SYSTEMS, INC.

Rob Kramer

Rob Kramer
Service Sales

Fire Alarm Dialer Installation Accepted by: _____ Date Accepted _____



Terms & Conditions on the reverse side apply.
A larger print copy of our terms is available upon request.

**UNLESS CHANGES ARE AGREED TO OTHERWISE IN WRITING BY ALL PARTIES
THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:**

1. ALL INVOICES WILL BE PAID AS PER THE TERMS LISTED THEREON. IN THE EVENT OF LATE OR DELINQUENT PAYMENTS, THE CONTRACTEE LISTED ON THE FACE OF THIS CONTRACT (HEREIN AFTER REFERRED TO AS "CUSTOMER" AGREES TO PAY INTEREST ON THE OUTSTANDING BALANCE AT THE RATE OF 1-11/2% PER MONTH (18% ANNUAL), SHOULD SUIT OR OTHER ACTION BE INITIATED TO COLLECT PAST DUE SUMS, THE CUSTOMER AGREES TO PAY COURT COSTS AND /OR REASONABLE ATTORNEY'S FEES AND /OR COLLECTION FEES INCURRED IN THE COLLECTION PROCESS. SAID FEES TO BE ADDED TO THE OUTSTANDING BALANCE.
2. RIVERSIDE INTEGRATED SYSTEMS, INC. RESERVES THE RIGHT TO TERMINATE THIS CONTRACT AND DISCONTINUE SERVICE DUE TO NONPAYMENT OR NON PERFORMANCE BY THE CUSTOMER, AND THE CUSTOMER ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR SUCH ACTION.
3. ACCESS WILL BE PROVIDED BY THE CUSTOMER TO ANY LOCKED OR INACCESSIBLE EQUIPMENT, SYSTEMS, OR AREAS.
4. ANY EMERGENCY SERVICE REQUIRED BY THE LOCAL AUTHORITY HAVING JURISDICTION, ITS PERSONNEL, OR ANY UPGRADES MANDATED BY THE CITY, COUNTY, STATE, FEDERAL GOVERNMENT, OR ANY OTHER AGENCY, AFTER THE DATE OF THE QUOTE, SHALL BE CHARGED TO AND PAID FOR BY THE CUSTOMER ACCORDINGLY.
5. IN THE CASE WHERE BEFORE, DURING, OR AFTER THE EXECUTION OF THIS CONTRACT, THE SYSTEM IS PARTIALLY OR WHOLLY INOPERABLE, IT IS THE RESPONSIBILITY OF THE CUSTOMER TO NOTIFY ALL AFFECTED PERSONS, OCCUPANTS, AND /OR TENANTS; AND PROVIDE 24 HOUR FIRE WATCH, AND ANY OTHER REQUIRED, OR DESIRED PROTECTION.
6. THE CUSTOMER AGREES TO PROVIDE ALL REQUIRED POWER CONNECTIONS TO THE PANELS AND POWER SUPPLIES, DEDICATED PHONE LINES FOR SYSTEM MONITORING, CURRENT AND UPDATED NUMBERS AND PERSONNEL UPDATES, AND INFORMATION ABOUT UPGRADES OR CHANGES TO THE EXISTING SYSTEM.
7. ALL EQUIPMENT THAT IS BEING REPLACED WILL BE REMOVED AND DISPOSED OF BY RIVERSIDE INTEGRATED SYSTEMS, INC.
8. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO DISCLOSE ANY WAGE REQUIREMENTS (IE: PREVAILING WAGE) PRIOR TO THE BIDDING PROCESS, AS THIS MAY AFFECT THE COST OF THE JOB.
9. THE PRICE OF THIS QUOTE IS BASED ON RIVERSIDE INTEGRATED SYSTEMS, INC. INTERPRETATION OF THE PLANS, SPECIFICATIONS, AND APPLICABLE LOCAL REQUIREMENTS AS OF THE DATE OF THE QUOTATION AND INCLUDES THE MATERIAL AND LABOR LISTED ONLY. THIS PRICE DOES NOT INCLUDE PERFORMANCE OR ANY OTHER BOND, ADDITIONAL INSPECTIONS, MATERIAL, OR LABOR WILL BE CHARGED FOR AT THE CURRENT TIME AND MATERIAL RATES IN ADDITION TO THE CONTRACT PRICE.
10. WHEN CONNECTIONS TO OTHER SYSTEMS OR TRADES ARE REQUIRED, RIVERSIDE INTEGRATED SYSTEMS, INC. WILL COMPLETE THE REQUIRED CONNECTIONS UP TO THE DEVICE OR RELAY COIL. ACTUAL TERMINATION TO THE DEVICE MUST BE COMPLETED BY THE OTHER TRADES AND IS NOT INCLUDED IN THIS CONTRACT (IE: ELEVATOR CONTROL, FAN MOTORS, DAMPERS, ETC.).
11. THE CUSTOMER MUST PROVIDE A COMPLETE SET OF PLANS AND SPECIFICATIONS TO RIVERSIDE INTEGRATED SYSTEMS, INC. IF PLANS ARE CAD, A DISC MUST BE PROVIDED UNLESS OTHERWISE SPECIFIED. AN ENGINEER'S STAMP IS NOT INCLUDED.
12. UNLESS SPECIFIED DIFFERENTLY, THE FOLLOWING ITEMS ARE NOT INCLUDED AND MUST BE SUPPLIED AND /OR INSTALLED BY THE CUSTOMER: PATCHING, PAINTING, PLAN LAYOUTS, APPROVALS, PERMITS, PARKING FEES OR CHARGES, ROUGH-IN OR ANY OTHER CONDUIT, 120 VAC POWER TO THE CONTROL PANELS AND OTHER EQUIPMENT, CEILING TILE REMOVAL OR REPLACEMENT, CONCRETE CUTTING OR CORING, SCAFFOLD OR SPECIAL LIFTS, SINGLE STATION SMOKE DETECTORS, WATER FLOW, TAMPER SWITCHES, ELEVATOR SMOKE DETECTORS, OR FLOW BELLS.
13. THIS CONTRACT DOES NOT INCLUDE PROVISIONS FOR ANY SPECIAL CIRCUMSTANCES SUCH AS ASBESTOS, TOXIC CONDITIONS, ETC.
14. BACK CHARGES WILL NOT BE ALLOWED FOR ANY REASON, IF THE CUSTOMER HAS REASON TO BELIEVE THAT RIVERSIDE INTEGRATED SYSTEMS, INC. OR ITS PERSONNEL, ARE RESPONSIBLE FOR ANY DAMAGE, THE CUSTOMER MUST NOTIFY RIVERSIDE INTEGRATED SYSTEMS, INC. IMMEDIATELY AND IN WRITING. THE CUSTOMER WILL NOT WITHHOLD ANY AMOUNT THAT EXCEEDS THE VALUE OF ANY DISPUTED ITEM.
15. RIVERSIDE INTEGRATED SYSTEMS, INC. CARRIES AND MAINTAINS ALL REQUIRED INSURANCE COVERAGE, HOWEVER, IF THE CUSTOMER DESIRES LIMITS OTHER THAN THE STANDARD COVERAGE OR AMOUNTS, OR DESIRES A PRIMARY CLAUSE ON THE RIVERSIDE INTEGRATED SYSTEMS, INC. INTERPRETATION OF THE PLANS, SPECIFICATIONS, AND APPLICABLE LOCAL REQUIREMENTS AS OF THE DATE OF THE QUOTATION IN CASES OF UPGRADES, MODIFICATIONS, REPAIRS, AND /OR TESTING OF THE SYSTEMS, WHERE THE UPGRADES, MODIFICATIONS, REPAIRS AND /OR TESTING DOES NOT RECTIFY ALL EXISTING DEFICIENCIES OF THE SYSTEM, RIVERSIDE INTEGRATED SYSTEMS, INC. WARRANTS THE INTEGRITY OF THE WORK PERFORMED ONLY UNDER THE TERMS AND CONDITIONS OF THE RIVERSIDE INTEGRATED SYSTEMS, INC. LIMITED WARRANTY.
17. RIVERSIDE INTEGRATED SYSTEMS, INC. SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, NOR INCUR ANY LIABILITY FOR, ANY DELAY IN RESPONSE TIME OR NON - RESPONSE OF POLICE, FIRE, OR OTHER AUTHORITIES, INSTITUTIONS, OR INDIVIDUALS NOTIFIED BY RIVERSIDE INTEGRATED SYSTEMS, INC.
18. RIVERSIDE INTEGRATED SYSTEMS, INC. SHALL NOT BE OBLIGATED TO PERFORM ANY MONITORING SERVICE HEREUNDER DURING ANY TIME WHEN THE TELEPHONE, TELEPHONE EQUIPMENT, INTERNET OR CELLULAR SIGNAL SHALL NOT BE WORKING SINCE SIGNALS ARE RECEIVED SOLELY BY MEANS OF TELEPHONE, INTERNET OR CELLULAR COMMUNICATION, THE ACTUAL RECEIPT AND RE-TRANSMISSION OF ANY AND ALL ALARM SIGNALS ARE SUBCONTRACTED TO AND PERFORMED BY MICHIGAN MONITORING COMPANY, 2681 INDUSTRIAL ROW DRIVE, TROY, MI 48064.
19. THIS PROPOSAL IS VALID FOR 30 DAYS AND DOES NOT INCLUDE ANY APPLICABLE SALES TAX OR SHIPPING FEES UNLESS OTHERWISE STATED. ALL MATERIALS MUST BE PURCHASED PRIOR TO THE END OF THE CURRENT CALENDAR YEAR.
20. THE CUSTOMER HEREBY RELEASES, DISCHARGES, AND /OR AGREES TO HOLD RIVERSIDE INTEGRATED SYSTEMS, INC. HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSS, OR EXPENSES, ARISING FROM OR CAUSED BY ANY HAZARD RESULTING FROM OR RELATED TO THIS CONTRACT, WHETHER SAID CLAIM IS MADE BY THE CUSTOMER, ITS AGENTS, INSURANCE COMPANY, OR BY ANY OTHER PARTIES CLAIMING UNDER OR THROUGH THE CUSTOMER. THE CUSTOMER AGREES TO INDEMNIFY RIVERSIDE INTEGRATED SYSTEMS, INC. AGAINST, DEFEND AND HOLD RIVERSIDE INTEGRATED SYSTEMS, INC. HARMLESS FROM ANY CLAIMS FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST RIVERSIDE INTEGRATED SYSTEMS, INC. BY ANY INSURER, INSURANCE COMPANY, ITS AGENTS, OR ASSIGNS, INCLUDES PAYMENTS OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEY'S FEES.
21. UNLESS OTHERWISE STATED LABOR IS BASED ON THE WORKING HOURS FROM 7:00 AM TO 4:30 PM, MONDAY THROUGH FRIDAY AND DOES NOT INCLUDE ANY PREMIUM TIME, OVERTIME, WEEKENDS, OR HOLIDAYS. OUR NORMAL SERVICE RATE FOR SYSTEMS UNDER CONTRACT IS \$99 PER HOUR, PORTAL TO PORTAL, DURING NORMAL BUSINESS HOURS. OUR EMERGENCY RATE FOR AFTER NORMAL BUSINESS HOURS, WEEKEND, AND HOLIDAYS IS \$150 PER HOUR, 2 HOUR MINIMUM, PORTAL TO PORTAL. ALL RATES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE DUE TO UNFORESEEN ECONOMIC CIRCUMSTANCES.
22. THE CUSTOMER AGREES, BY ACCEPTING THIS PROPOSAL, TO ALL TERMS AND CONDITIONS. ACCEPTANCE OF THE PROPOSAL CAN BE A SIGNATURE, PURCHASE ORDER, OR CONTRACT. EVEN IF CUSTOMER'S CONTRACT STATES OTHERWISE, THE RIVERSIDE INTEGRATED SYSTEMS, INC. TERMS AND CONDITIONS WILL APPLY.

MECHANICS LIEN NOTICE

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, MATERIALS FURNISHED, OR TO BE FURNISHED: A MECHANICS LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF THE PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY.

LIMITED WARRANTY

RIVERSIDE INTEGRATED SYSTEMS, INC. WARRANTS ITS PRODUCTS TO BE FREE FROM DEFECTS IN MATERIAL OR WORKMANSHIP FOR TWELVE (12) MONTHS FROM THE DATE OF INSTALLATION, UNDER NORMAL USE AND SERVICE (DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY, 7:00 AM TO 4:30 PM). THIS WARRANTY IS VOID IF THE PRODUCT IS ALTERED, REPAIRED, OR SERVICED BY ANYONE OTHER THAN RIVERSIDE INTEGRATED SYSTEMS, INC. THIS WARRANTY DOES NOT, OF COURSE, APPLY TO DAMAGE CAUSED BY MISUSE, ABUSE, ACCIDENTS, ACTS OF GOD, RIOTS, CIVIL UNREST, OR ANY OTHER CONDITION OUT OF RIVERSIDE INTEGRATED SYSTEMS' CONTROL. ON ALARM CONDITIONS CAUSED BY ANYTHING OTHER THAN DEFECTIVE EQUIPMENT (IE: MANUAL PULL STATIONS, SMOKE DETECTORS, DETECTING SMOKE, INSECTS, DIRT OR INTRUSION DEVICES MISUSED), MAINTENANCE ON WEEKENDS, HOLIDAYS, OR OTHER THAN NORMAL BUSINESS HOURS, IS AVAILABLE AT THE PREVAILING RATES.

THIS WRITING CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND RIVERSIDE INTEGRATED SYSTEMS, INC. RIVERSIDE INTEGRATED SYSTEMS, INC. DOES NOT REPRESENT THAT ITS PRODUCTS WILL PREVENT ANY LOSS BY FIRE OR OTHER WISE, OR THAT THE PRODUCT WILL IN ALL CASES, PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE CUSTOMER ACKNOWLEDGES THAT RIVERSIDE INTEGRATED SYSTEMS, INC. IS NOT AN INSURER AND ASSUMES NO RISK FOR LOSS OR DAMAGE OR THE COST OF ANY INCONVENIENCE, TRANSPORTATION DAMAGES, MISUSE, ABUSE, ACCIDENT, OR SIMILAR INCIDENT. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF THE DESCRIPTION OF THE FACE HEREOF. ALL IMPLIED WARRANTIES MADE BY RIVERSIDE INTEGRATED SYSTEMS, INC. IN CONNECTION WITH THE PRODUCTS, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARE LIMITED IN DURATION TO A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF INSTALLATION. UNDER NO CIRCUMSTANCES SHALL RIVERSIDE INTEGRATED SYSTEMS, INC. BE LIABLE FOR ANY LOSS OF OR DAMAGE TO PROPERTY, DIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF THE USE OF OR INSTALLATION OF THIS PRODUCT. FURTHERMORE, RIVERSIDE INTEGRATED SYSTEMS, INC. SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY WHICH ARISES IN THE COURSE OF, OR AS A RESULT OF COMMERCIAL OR INDUSTRIAL USE.

POST WARRANTY

CHARGES BASED ON TIME AND MATERIAL: THE CUSTOMER WILL BE BILLED AT THE PREVAILING RATE FOR EITHER NORMAL BUSINESS HOURS CALL OR AN EMERGENCY CALL.

MONITORING TERMS

1. MONTHLY RATES: MONTHLY MONITORING FEES FOR 24 HOUR CENTRAL STATION MONITORING OF THE SYSTEM SHALL BE BILLED AND PAID FOR ONE YEAR IN ADVANCE, UPON THE EXPIRATION AS PER THE CONTRACT, ALL TERMS OF THIS CONTRACT WILL AUTOMATICALLY RENEW AND CONTINUE ON A YEARLY BASIS AND WILL BE BILLED AND PAID FOR ONE YEAR IN ADVANCE, CANCELLATION BY EITHER PARTY WILL BE IN WRITING IN LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION DATE.
2. PERMITS, FEES: THE CUSTOMER IS RESPONSIBLE FOR OBTAINING PERMITS, FOR HAVING A SECURITY SYSTEM THAT MAYBE REQUIRED BY THE LOCAL JURISDICTION, AND PAYING ANY FEES ASSOCIATED WITH OBTAINING THIS PERMIT.
3. TAXES, FINES, LICENSES: THE CUSTOMER ACKNOWLEDGES THAT ALL CHARGES SET FORTH HEREIN ARE BASED UPON EXISTING PREVAILING, STATE, AND LOCAL TAXES. RIVERSIDE INTEGRATED SYSTEMS, INC. SHALL HAVE THE RIGHT, AT ANY TIME, TO INCREASE THE MONTHLY CHARGES PROVIDED HEREIN TO REFLECT ANY ADDITIONAL TAXES, FINES, LICENSES, OR CHARGES WHICH HEREAFTER MAY BE IMPOSED ON RIVERSIDE INTEGRATED SYSTEMS, INC. BY ANY UTILITY OR GOVERNMENTAL AGENCY RELATED TO THE SERVICE PROVIDED UNDER THIS AGREEMENT, AND THE CUSTOMER AGREES TO THE SAME.

It is agreed that Riverside Integrated Systems, Inc., is not an insurer and the customer is paying for the value of the service provided only, and that it is not the intention of the parties that Riverside Integrated Systems, Inc. assume responsibility for any loss occasioned by misfeasance in the performance of the services under this contract, or for any loss or damage sustained or any liability on the part of Riverside Integrated Systems, Inc., by virtue of this agreement of because of the relation hereby established. If there shall, notwithstanding the above provisions, at the time be or arise liability on the part of Riverside Integrated Systems, Inc., by virtue of this agreement of because of the relation hereby established, whether due to the negligence of Riverside Integrated Systems, Inc. or otherwise, such liability is and shall be limited to and fixed at the sum of Two Hundred Fifty Dollars (\$250.00) as and for liquidated damages, such liabilities as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. The customer agrees to provide and keep in full force and effect insurance which will be primary for any and all occurrences or losses.





PURCHASE ORDER

City of Portland

P.O. 9530

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

VENDOR Moyer Construction Co
5913 E Grand River Ave
Portland MI 48875

DATE: 4-11-88 #

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>Curb Replacement Virginia Ave</u>			<u>est 6,300⁰⁰</u>
DEPARTMENT HEAD (UP TO \$500) <u>KG</u>		TOTAL	

Treasurer Initials

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

MOYER CONSTRUCTION CO.
 5913 E. GRAND RIVER AVE
 PORTLAND, MI 48875
 PHONE 517-647-4798
 FAX 517-647-4040

Estimate

DATE	ESTIMATE #
4/7/2022	6627

CITY OF PORTLAND 259 KENT STREET PORTLAND MI 48875	PHONE	E-MAIL
	(517) 647-2942	kengensterblum@portland-michigan.org

QTY	DESCRIPTION
	N & S VIRGINIA ST
100	LF. X 2' SAW CUT, EXCAVATE & DISPOSE
100	LF. X 2' CURB w/ DRILL & DOWEL ROD INTO EXISTING
1	EA. MOBILIZATION OF TRUCKS & EQUIPMENT

SIGNATURE	TOTAL	\$6,300.00
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Please contact the office for scheduling and questions regarding this estimate, (517) 647-4798.

A residential builder, maintenance/alteration contractor is required to be licensed under article 24 of act 299 of the public acts of 1980, as amended, being sections 339.2401 to 339.2412 of the Michigan compiled laws. Moyer Construction Co. is licensed to provide the above contracted improvement.
 License Number 2102125152.

We are not responsible for defects in exterior concrete poured from October 1 to April 1. Correct foundation measurements/specifications are the responsibility of the builder/owner. After November 1, winter concrete charges will be added. Bulldozer, wrecker, concrete, and water pump charges are extra. Owner is responsible for properly dug site & to provide access to site so vehicles can move on their own power. We assume no responsibility for damages to sidewalks, buildings, trees, shrubs, etc. We are not responsible for water in basement due to lack of positive flow away from house and/or no eavestroughs installed. Estimates are valid for 60 days. Cancellation without one week prior notification will receive a \$250.00 fee. A fuel surcharge may be added. Payment is due by the 10th of the month. A 1.5% service fee on all amounts not paid by the 25th of following month. Customer agrees to pay all costs incurred to force collection of amounts owed including actual attorney fees.

ACCEPTANCE OF ESTIMATE _____



Invoice

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

April 12, 2022
 Project No: 853960
 Invoice No: 61846

Project 853960 City of Portland - Kent St Improvements

Services Included: Parking Study, Conceptual Design

For professional services rendered for the period February 27, 2022 to April 2, 2022

Professional Services

	Hours	Billing
Total	84.75	9,612.50
Reimbursable Expenses		
Expenses		319.52
Total		319.52
Total this Invoice		\$9,932.02

*Thank you for your business, it is sincerely appreciated.
 If there are any questions regarding this invoice or the services provided, please contact us at AR@fveng.com.*

Terms: Net 15 days



PURCHASE ORDER

City of Portland

P.O. 9750

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

VENDOR Lyden Oil Company

DATE: 04/29/22

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Oil for oil change in the Fairbanks Morse Engine	582.539.754		est \$12,330.00
DEPARTMENT HEAD (UP TO \$500) _____		TOTAL	

Treasurer Initials

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

Memo



To: Board of Light & Power
From: Todd Davlin, Electric Superintendent
cc: Tutt Gorman, City Manager
Date: 4-23-2022
Re: Portland Board of Light and Power Engine Oil Purchase

The Fairbanks Morse engine is leaking water through the #5 cylinder head. The head needs to be replaced and the oil changed. Oil needs to be purchased for the oil change. Lyden is our oil supplier.

RECOMMENDATION: Authorize and recommend that City Council approve the purchase of engine oil, for an oil change on the Fairbanks Morse Engine, from Lyden Oil Company, for an estimated cost of \$12,330.00

RIVERSIDE

INTEGRATED SYSTEMS INC.

■Fire■Security■Communications

2225 Oak Industrial Drive NE
Grand Rapids, MI 49505
Phone (616) 726-7026
Fax (616) 726-7027

Tuesday, February 08, 2022

Portland City Hall
259 Kent Street
Portland MI 48875

Reference: # 25702-22

RE: Portland City Hall

Dear Nikki Miller:

Riverside Integrated Systems is pleased to submit our Proposal for the requested Fire Alarm System additions for the project referenced above. This proposal is based on a design build typical for this type of facility. Any additional equipment or changes required by the AHJ, specifier, or customer for the proposed system(s) will be supplied at additional cost.

FIRE ALARM SYSTEM - ADDITIONS:

FIRE ALARM CONTROL PANEL:

- 1 - EST EST4 Addressable Control Panel
- 1 - EST 4-CPU3 Central Processor Module
- 1 - EST 3-SSDC2 Signature Single Driver Controller
- 1 - EST 3-ZA95 95 Watt Zoned Amplifier
- 1 - EST 4-LCDLE Liquid Crystal Display Module
- 1 - EST 4-24L12S 12 Switch LED Control, Disable
- 1 - EST 4-AUDTELS Audio Source Unit
- 1 - EST 3-PPS/M Primary Power Supply
- 2 - EST 12V24A 20 AH Batteries
- 1 - EST 3-CHAS7 Chassis Assembly
- X - Necessary installation and programming
- X - Necessary Programming Labor
- X - Necessary Testing and Certifying Labor
- X - Necessary electrical permits and fees

Total Price – Fire Alarm Panel Replacement:

\$16,110.00

Proposal Accepted By _____ Date Accepted _____

- This proposal is to replace the main Fire Alarm Control Panel only. All field devices are to remain and are assumed to be in working order.
- All existing initiation devices and door holders are to remain.
- This proposal is based on our interpretation of codes, any additional items required by the Local Authority Having Jurisdiction, will be supplied at an additional charge.



Terms & Conditions on the reverse side apply.
A larger print copy of our terms is available upon request.

Fire Alarm - Installation Scope of work

Riverside Integrated Systems will provide the equipment & services noted in the material list. Perform engineering and design of the proposed system(s). Submit proposed system(s) to the AHJ and pay any associated fees. Coordinate with the electrical contractor for rough in and power supply requirements. Install the proposed system(s) including the control panel interiors(s), cabling, devices, & associated equipment. Perform testing and startup of the proposed system(s). Train the customer for system operation.

Scope or items provided by others – For all system(s) listed above

Scheduling of this proposal is contingent on product availability. Manufacture availability of product is beyond the control of Riverside Integrated Systems. Riverside Integrated Systems is not responsible for project delays due to any circumstance beyond our control.

The City of Portland is to supply assistance with the removal of the old and installation of the new fire alarm back box. The new can size is significantly smaller. Riverside Integrated Systems is NOT responsible for patching or painting of any surface or repair to existing tile around fire panel.

- * The Owner is to supply dedicated 120 volt circuit(s) to the Head End equipment associated with the proposal as needed. The cost of an On-site Electrical Contractor is not included in this proposal.
- * Riverside is not responsible for the cutting, patching, painting, and repairs to existing or new surfaces.
- * Additional fees will apply if the Electrical Inspector requires a P.E. stamp or any other certifications on our Engineered Drawings.
- * All work to be completed during normal working hours.
- * Our proposal **does not** include prevailing wages. If required prevailing wages can be provided for an additional cost.
- * Our proposal **does not** include tenting or other special precautions. If such precautions are required they will be accommodated at additional cost.

Thank you for your consideration of our proposal, we look forward to being a part of the project team. This pricing is firm for six months. If you should have any questions, please feel free to call.

Sincerely,
RIVERSIDE INTEGRATED SYSTEMS, INC.

Rob Kramer

Rob Kramer
Service Sales



UNLESS CHANGES ARE AGREED TO OTHERWISE IN WRITING BY ALL PARTIES
THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

1. ALL INVOICES WILL BE PAID AS PER THE TERMS LISTED THEREON. IN THE EVENT OF LATE OR DELINQUENT PAYMENTS, THE CONTRACTEE LISTED ON THE FACE OF THIS CONTRACT (HEREIN AFTER REFERRED TO AS "CUSTOMER") AGREES TO PAY INTEREST ON THE OUTSTANDING BALANCE AT THE RATE OF 1-112% PER MONTH (18% ANNUAL), SHOULD SUIT OR OTHER ACTION BE INITIATED TO COLLECT PAST DUE SUMS, THE CUSTOMER AGREES TO PAY COURT COSTS AND / OR REASONABLE ATTORNEY'S FEES AND / OR COLLECTION FEES INCURRED IN THE COLLECTION PROCESS. SAID FEES TO BE ADDED TO THE OUTSTANDING BALANCE.
2. RIVERSIDE INTEGRATED SYSTEMS, INC. RESERVES THE RIGHT TO TERMINATE THIS CONTRACT AND DISCONTINUE SERVICE DUE TO NONPAYMENT OR NON PERFORMANCE BY THE CUSTOMER, AND THE CUSTOMER ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR SUCH ACTION.
3. ACCESS WILL BE PROVIDED BY THE CUSTOMER TO ANY LOCKED OR INACCESSIBLE EQUIPMENT, SYSTEMS, OR ANY UPGRADES MANDATED BY THE CITY, COUNTY, STATE, FEDERAL GOVERNMENT, OR ANY OTHER AGENCY, AFTER THE DATE OF THE QUOTE, DURING OR AFTER THE EXECUTION OF THIS CONTRACT, THE SYSTEM IS PARTIALLY OR WHOLLY INOPERABLE, IT IS THE RESPONSIBILITY OF THE CUSTOMER TO NOTIFY ALL AFFECTED PERSONS, OCCUPANTS, AND / OR TENANTS; AND PROVIDE 24 HOUR FIRE WATCH, AND ANY OTHER REQUIRED, OR DESIRED PROTECTION.
4. ANY EMERGENCY SERVICE REQUIRED BY THE LOCAL AUTHORITY HAVING JURISDICTION, ITS PERSONNEL, OR ANY UPGRADES MANDATED BY THE CITY, COUNTY, STATE, FEDERAL GOVERNMENT, OR ANY OTHER AGENCY, AFTER THE DATE OF THE QUOTE, SHALL BE CHARGED TO AND PAID FOR BY THE CUSTOMER ACCORDINGLY.
5. IN THE CASE WHERE BEFORE, DURING, OR AFTER THE EXECUTION OF THIS CONTRACT, THE SYSTEM IS PARTIALLY OR WHOLLY INOPERABLE, IT IS THE RESPONSIBILITY OF THE CUSTOMER TO NOTIFY ALL AFFECTED PERSONS, OCCUPANTS, AND / OR TENANTS; AND PROVIDE 24 HOUR FIRE WATCH, AND ANY OTHER REQUIRED, OR DESIRED PROTECTION.
6. THE CUSTOMER AGREES TO PROVIDE ALL REQUIRED POWER CONNECTIONS TO THE PANELS AND POWER SUPPLIES, DEDICATED PHONE LINES FOR SYSTEM MONITORING, CURRENT AND UPDATED NUMBERS AND PERSONNEL UPDATES, AND INFORMATION ABOUT UPGRADES OR CHANGES TO THE EXISTING SYSTEM.
7. ALL EQUIPMENT THAT IS BEING REPLACED WILL BE REMOVED AND DISPOSED OF BY RIVERSIDE INTEGRATED SYSTEMS, INC.
8. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO DISCLOSE ANY WAGE REQUIREMENTS (IE: PREVAILING WAGE) PRIOR TO THE BIDDING PROCESS, AS THIS MAY AFFECT THE COST OF THE JOB.
9. THE PRICE OF THIS QUOTE IS BASED ON RIVERSIDE INTEGRATED SYSTEMS, INC. INTERPRETATION OF THE PLANS, SPECIFICATIONS, AND APPLICABLE LOCAL REQUIREMENTS AS OF THE DATE OF THE QUOTATION AND INCLUDES THE MATERIAL AND LABOR LISTED ONLY. THIS PRICE DOES NOT INCLUDE PERFORMANCE OR ANY OTHER BOND, ADDITIONAL INSPECTIONS, MATERIAL, OR LABOR WILL BE CHARGED FOR AT THE CURRENT TIME AND MATERIAL RATES IN ADDITION TO THE CONTRACT PRICE.
10. WHEN CONNECTIONS TO OTHER SYSTEMS OR TRADES ARE REQUIRED, RIVERSIDE INTEGRATED SYSTEMS, INC. WILL COMPLETE THE REQUIRED CONNECTIONS UP TO THE DEVICE OR RELAY COIL. ACTUAL TERMINATION TO THE DEVICE MUST BE COMPLETED BY THE OTHER TRADES AND IS NOT INCLUDED IN THIS CONTRACT (IE: ELEVATOR CONTROL, FAN MOTORS, DAMPERS, ETC.).
11. THE CUSTOMER MUST PROVIDE A COMPLETE SET OF PLANS AND SPECIFICATIONS TO RIVERSIDE INTEGRATED SYSTEMS, INC. IF PLANS ARE CAD, A DISC MUST BE PROVIDED UNLESS OTHERWISE SPECIFIED. AN ENGINEER'S STAMP IS NOT INCLUDED.
12. UNLESS SPECIFIED DIFFERENTLY, THE FOLLOWING ITEMS ARE NOT INCLUDED AND MUST BE SUPPLIED AND / OR INSTALLED BY THE CUSTOMER; PATCHING, PAINTING, PLAN LAYOUTS, APPROVALS, PERMITS, PARKING FEES OR CHARGES, ROUGH-IN OR ANY OTHER CONDUIT, 120 VAC POWER TO THE CONTROL PANELS AND OTHER EQUIPMENT, CEILING TILE REMOVAL OR REPLACEMENT, CONCRETE CUTTING OR CORING, SCAFFOLD OR SPECIAL LIFTS, SINGLE STATION SMOKE DETECTORS, WATER FLOW, TAMPER SWITCHES, ELEVATOR SMOKE DETECTORS, OR FLOW BELLS.
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16. IN CASES OF UPGRADES, MODIFICATIONS, REPAIRS, AND / OR TESTING OF THE SYSTEMS, WHERE THE UPGRADES, MODIFICATIONS, REPAIRS AND / OR TESTING DOES NOT RECTIFY ALL EXISTING DEFICIENCIES OF THE SYSTEM, RIVERSIDE INTEGRATED SYSTEMS, INC. WARRANTS THE INTEGRITY OF THE WORK PERFORMED ONLY UNDER THE TERMS AND CONDITIONS OF THE RIVERSIDE INTEGRATED SYSTEMS, INC. LIMITED WARRANTY.
17. RIVERSIDE INTEGRATED SYSTEMS, INC. SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, NOR INCUR ANY LIABILITY FOR, ANY DELAY IN RESPONSE TIME OR NON - RESPONSE OF POLICE, FIRE, OF OTHER AUTHORITIES, INSTITUTIONS, OR INDIVIDUALS NOTIFIED BY RIVERSIDE INTEGRATED SYSTEMS, INC.
18. RIVERSIDE INTEGRATED SYSTEMS, INC. SHALL NOT BE OBLIGATED TO PERFORM ANY MONITORING SERVICE HEREUNDER DURING ANY TIME WHEN THE TELEPHONE, TELEPHONE EQUIPMENT, INTERNET OR CELLULAR SIGNAL SHALL NOT BE WORKING SINCE SIGNALS ARE RECEIVED SOLELY BY MEANS OF TELEPHONE, INTERNET OR CELLULAR COMMUNICATION, THE ACTUAL RECEIPT AND RE-TRANSMISSION OF ANY AND ALL ALARM SIGNALS ARE SUBCONTRACTED TO AND PERFORMED BY MICHIGAN MONITORING COMPANY, 2681 INDUSTRIAL FLOW DRIVE, TROY, MI 48064.
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21. UNLESS OTHERWISE STATED LABOR IS BASED ON THE WORKING HOURS FROM 7:00 AM TO 4:30 PM, MONDAY THROUGH FRIDAY AND DOES NOT INCLUDE ANY PREMIUM TIME, OVERTIME, WEEKENDS, OR HOLIDAYS. OUR NORMAL SERVICE RATE FOR SYSTEMS UNDER CONTRACT IS \$99.00 PER HOUR, PORTAL-TO-PORTAL, DURING NORMAL BUSINESS HOURS. OUR EMERGENCY RATE FOR AFTER NORMAL BUSINESS HOURS, WEEKEND, AND HOLIDAYS IS \$165.00 PER HOUR, 2 HOUR MINIMUM, PORTAL-TO-PORTAL. ALL RATES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE DUE TO UNFORESEEN ECONOMIC CIRCUMSTANCES. THE CUSTOMER AGREES, BY ACCEPTING THIS PROPOSAL, TO ALL TERMS AND CONDITIONS. ACCEPTANCE OF THE PROPOSAL CAN BE A SIGNATURE, PURCHASE ORDER, OR CONTRACT, EVEN IF CUSTOMER'S CONTRACT STATES OTHERWISE, THE RIVERSIDE INTEGRATED SYSTEMS, INC. TERMS AND CONDITIONS WILL APPLY.
- 22.

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IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, MATERIALS FURNISHED, OR TO BE FURNISHED: A MECHANICS LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF THE PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY.

LIMITED WARRANTY

RIVERSIDE INTEGRATED SYSTEMS, INC. WARRANTS ITS PRODUCTS TO BE FREE FROM DEFECTS IN MATERIAL OR WORKMANSHIP FOR TWELVE (12) MONTHS FROM THE DATE OF INSTALLATION, UNDER NORMAL USE AND SERVICE (DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY, 7:00 AM TO 4:30 PM). THIS WARRANTY IS VOID IF THE PRODUCT IS ALTERED, REPAIRED, OR SERVICED BY ANYONE OTHER THAN RIVERSIDE INTEGRATED SYSTEMS, INC. THIS WARRANTY DOES NOT, OF COURSE, APPLY TO DAMAGE CAUSED BY MISUSE, ABUSE, ACCIDENTS, ACTS OF GOD, RIOTS, CIVIL UNREST, OR ANY OTHER CONDITION OUT OF RIVERSIDE INTEGRATED SYSTEMS' CONTROL. ON ALARM CONDITIONS CAUSED BY ANYTHING OTHER THAN DEFECTIVE EQUIPMENT (IE: MANUAL PULL STATIONS, SMOKE DETECTORS, DETECTING SMOKE, INSECTS, DIRT OR INTRUSION DEVICES MISUSED), MAINTENANCE ON WEEKENDS, HOLIDAYS, OR OTHER THAN NORMAL BUSINESS HOURS, IS AVAILABLE AT THE PREVAILING RATES.

THIS WRITING CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND RIVERSIDE INTEGRATED SYSTEMS, INC. RIVERSIDE INTEGRATED SYSTEMS, INC. DOES NOT REPRESENT THAT ITS PRODUCTS WILL PREVENT ANY LOSS BY FIRE OR OTHER WISE, OR THAT THE PRODUCT WILL IN ALL CASES, PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE CUSTOMER ACKNOWLEDGES THAT RIVERSIDE INTEGRATED SYSTEMS, INC. IS NOT AN INSURER AND ASSUMES NO RISK FOR LOSS OR DAMAGE OR THE COST OF ANY INCONVENIENCE, TRANSPORTATION DAMAGES, MISUSE, ABUSE, ACCIDENT, OR SIMILAR INCIDENT. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF THE DESCRIPTION OF THE FACE HEREOF. ALL IMPLIED WARRANTIES MADE BY RIVERSIDE INTEGRATED SYSTEMS, INC. IN CONNECTION WITH THE PRODUCTS, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARE LIMITED IN DURATION TO A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF INSTALLATION. UNDER NO CIRCUMSTANCES SHALL RIVERSIDE INTEGRATED SYSTEMS, INC. BE LIABLE FOR ANY LOSS OF OR DAMAGE TO PROPERTY, DIRECT, INCIDENTAL, OR CONSEQUENTIAL, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT. FURTHERMORE, RIVERSIDE INTEGRATED SYSTEMS, INC. SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY WHICH ARISES IN THE COURSE OF, OR AS A RESULT OF COMMERCIAL OR INDUSTRIAL USE.

POST WARRANTY

CHARGES BASED ON TIME AND MATERIAL: THE CUSTOMER WILL BE BILLED AT THE PREVAILING RATE FOR EITHER NORMAL BUSINESS HOURS CALL OR AN EMERGENCY CALL.

MONITORING TERMS

1. MONTHLY RATES: MONTHLY MONITORING FEES FOR 24 HOUR CENTRAL STATION MONITORING OF THE SYSTEM SHALL BE BILLED AND PAID FOR ONE YEAR IN ADVANCE, UPON THE EXPIRATION AS PER THE CONTRACT, ALL TERMS OF THIS CONTRACT WILL AUTOMATICALLY RENEW AND CONTINUE ON A YEARLY BASIS AND WILL BE BILLED AND PAID FOR ONE YEAR IN ADVANCE, CANCELLATION BY EITHER PARTY, WILL BE IN WRITING IN LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION DATE.
2. PERMITS, FEES: THE CUSTOMER IS RESPONSIBLE FOR OBTAINING PERMITS, FOR HAVING A SECURITY SYSTEM THAT MAYBE REQUIRED BY THE LOCAL JURISDICTION, AND PAYING ANY FEES ASSOCIATED WITH OBTAINING THIS PERMIT.
3. TAXES, FINES, LICENSES: THE CUSTOMER ACKNOWLEDGES THAT ALL CHARGES SET FORTH-HEREIN ARE BASED UPON EXISTING PREVAILING, STATE, AND LOCAL TAXES. RIVERSIDE INTEGRATED SYSTEMS, INC. SHALL HAVE THE RIGHT, AT ANY TIME, TO INCREASE THE MONTHLY CHARGES PROVIDED HEREIN TO REFLECT ANY ADDITIONAL TAXES, FINES, LICENSES, OR CHARGES WHICH HEREAFTER MAY BE IMPOSED ON RIVERSIDE INTEGRATED SYSTEMS, INC. BY ANY UTILITY OR GOVERNMENTAL AGENCY RELATED TO THE SERVICE PROVIDED UNDER THIS AGREEMENT, AND THE CUSTOMER AGREES TO THE SAME.

It is agreed that Riverside Integrated Systems, Inc., is not an insurer and the customer is paying for the value of the service provided only, and that it is not the intention of the parties that Riverside Integrated Systems, Inc. assume responsibility for any loss occasioned by misfeasance in the performance of the services under this contract, or for any loss or damage sustained or any liability on the part of Riverside Integrated Systems, Inc., by virtue of this agreement of because of the relation hereby established. If there shall, notwithstanding the above provisions, at the time be or arise liability on the part of Riverside Integrated Systems, Inc., by virtue of this agreement of because of the relation hereby established, whether due to the negligence of Riverside Integrated Systems, Inc. or otherwise, such liability is and shall be limited to and fixed at the sum of Two Hundred Fifty Dollars (\$250.00) as and for liquidated damages, such liabilities as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. The customer agrees to provide and keep in full force and effect insurance which will be primary for any and all occurrences or losses.



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

Held on Monday, March 28, 2022
In the Council Chambers at City Hall

Members Present: Antaya, Briggs, Madarang, Hengesbach, Barnes

Members Absent: Grimminck, Gorman, Williamson

Staff: DDA Director ConnerWellman

Guests: None

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

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

There was no Public Comment.

Motion by Hengesbach, supported by Briggs, to approve the minutes of the February 28, 2022 meeting.
All in favor. Adopted.

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

Member Madarang provided an update on the progress of the projects and work plans.

Under Old Business, Director ConnerWellman presented the proposed budget for Fiscal Year 2022-2023 and stated a decision needs to be made whether or not to include façade restoration grants.

There was discussion.

Motion by Barnes, supported by Antaya, to approve the proposed budget for Fiscal Year 2022-2023 with the addition of \$15,000.00 in funding for façade restoration grants.
All in favor. Adopted.

Under New Business, Director ConnerWellman noted the property owner of the building that houses 2Rivers Marketplace has stated she no longer wishes to participate in the program so a new location for the marketplace needs to be found. She would like to reopen her own business in the building and two of the shops currently located in the marketplace will remain in the building.

There was discussion about the success of 2Rivers Marketplace and how it might move forward in the future.

Director ConnerWellman noted that Brooke Biddle of Michigan Steel and Trim who is currently a Block Captain, has expressed interest in joining the DDA Board. She will attend the next Work and Board meeting before making a final decision.

Director ConnerWellman presented the new miportland.org website.

Director ConnerWellman presented information on the Downtown Training Series available to DDA Directors, board members and volunteers.

Under the Director Report, Director ConnerWellman noted that she and City Manager Gorman have reached out to Tim Fuller to gather information on his needs and future plans for the five buildings on Kent Street that are in the midst of redevelopment and reported his responses.

There was discussion.

Under Board Member Comments, Mayor Barnes, supported by Antaya, made a motion to excuse Chair Grimminck, City Manager Gorman, and Member Williamson from tonight's meeting. All in favor. Adopted.

Motion by Antaya, supported by Briggs, to adjourn the meeting at 8:01 P.M.
All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary



Date: April 25, 2022

REPORT OF FUNDS IN DDA AS OF: April 16, 2022

PRINCIPAL & INTEREST ACCOUNT

AMOUNTS

PREVIOUS BALANCE:	<u>2/28/2022</u>	\$ 501.78
NEW BALANCE:	<u>3/31/2022</u>	<u>\$ 501.78</u>

PRIME ACCOUNT

PREVIOUS BALANCE:	<u>2/28/2022</u>	\$ 33,267.50
DEPOSITS:		\$ (2,876.46)
Due to customers:		\$ -
NEW BALANCE:	<u>3/31/2022</u>	<u>\$ 30,391.04</u>

REGULAR ACCOUNT

PREVIOUS BALANCE:	<u>3/28/2022</u>	\$ 395,359.68
INTEREST EARNED:		\$ 3.43
DEPOSITS:		

CHECKS WRITTEN:

Ck No.	Payee:	AMOUNTS
	Admin charge April 2022	\$ 300.00
	Bank fee - Fraud Protection	\$ 30.00
	City of Portland , Reimb. for credit card chages, phone & postage	\$ 295.93
	Kurt Fedewa , monthly article	\$ 25.00
	P.A. Garden Club , Maintenance & Plantings 2021 & 2022	\$ 1,450.00
	Tina Conner-Wellman , cell phone, travel reimbursement	\$ 40.00
		\$ (2,140.93)
	TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 03/17/2021 - 04/16/2022	\$ (6,423.57)
	TOTAL EXPENSES:	\$ (8,564.50)
NEW BALANCE:	<u>4/16/2022</u>	<u>\$ 386,798.61</u>

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

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

April 21, 2022
March 1-31, 2022

Kwh Consumed	2,863,937
DIESEL PRODUCTION	0
HYDRO GENERATION	266,300

Total Kwh Purchased	2,597,637	Total Dollars Paid	\$ 188,125.59
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Kwh Billed

Residential	1,329,877
Commercial	766,738
Large General	685,380
City St. Lites Metered	20,447
St. Lites Unmetered	
Rental Lights	
Demand	1,835
Total Kwh Billed	2,804,277

Dollars Billed

PCA Billed	\$ 45,355.65
Residential	\$ 168,940.44
Residential EO Charge	\$ 2,390.51
Geothermal Discount	\$ (226.89)
Commercial	\$ 97,207.08
Commercial/LG EO Charge	\$ 2,422.61
Large General	\$ 58,390.36
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 1,772.96
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 227.84
Demand	\$ 14,624.00
Tax	\$ 14,786.51
Total Dollars Billed	\$ 407,452.52

Arrears after billing	\$ 8,383.11
Penalties Added	\$ 1,863.48
Arrears end of month	\$ 28,453.99
Fuel Cost Billed	\$ 33,913.40
Amount Collected	\$ 409,495.16
Total Adjustments	\$ 1,125.20

Power Cost Adj. .01630

Residential Customers	2,245
Commercial Customers	329
Large General	15
Total Customers	2,589

04/04/22



CITY OF PORTLAND
April-22

WATER DEPARTMENT REPORT

MONTH	Feb-22	PERIOD COVERED	March 1-31, 2022
Customers Billed		Penalties Added	\$ 303.77
City	1,838	Dollars Collected	\$ 57,740.09
Rural	23	Arrears at end of Month	\$ 3,600.21
Total Customers	1,861	Adjustments	\$ 259.36
		Gallons Pumped	9,034,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	7,748,712		\$ 57,040.55
Rural	150,570		\$ 1,918.59
Total	<u>7,899,282</u>		<u>\$ 58,959.14</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,798	Dollars Billed	\$87,418.67
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 87,418.67

Penalties Added	\$ 474.96
Dollars Collected	\$ 87,625.96
Arrears at end of Month	\$ 5,292.40
Adjustments	\$ 386.40
Gallons Treated per Million	9.670



IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
APRIL 19, 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. Appoint Commissioner Representative to the Area Agency on Aging West Michigan
 - B. Reappointment to Land Bank Authority-Three Year Term
 - Clare Colwell
 - C. Reappointment to Economic Development Corporation/Brownfield Redevelopment Authority- Three Year Term
 - Julianne Burns
 - D. Appointment to Economic Development Corporation/Brownfield Redevelopment Authority- Three Year Term
 - Rachel Heppe
 - E. Request For Approval to Increase Shelter Fees-Carly Quinn
 - F. Request for Approval of Agreement for Prosecuting Services-Kyle Butler
 - G. Approval of FY23 Cost Analysis Grant Budget-Walt Downes
 - H. Accept Bid for Gravel Processing & Resurfacing-John Niemela
 - I. Accept Bid for Lawn Maintenance/ Mowing- Rod Steel
 - J. Resolution to Dissolve the Road Department Advisory Board-Jason Eppler
- IX. Department Reports**
 - A. Building Department
 - B. Commission on Aging

- C. Juvenile Court
- D. West Michigan Regional Planning Commission-Written Report Only

X. Reports of Officers, Boards, and Standing Committees

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

XI. Reports of Special or Ad Hoc Committees

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

XIII. Closed Session

- A.

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

IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
APRIL 26, 2022 - 7:00 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. Special Flag Presentation-** Portland Cub Scout Pack 258 Webelos Den
 - Den Leader- Andrew Bucholtz
 - Candence Director-Jaxon Gaskill
 - Flag Holder-Kaleb Bucholtz
 - Flag Holder-Isaiah Hanje
 - Anthony Hatfield
 - Cohen Cunningham
 - Keegan Fuller
 - Ryan Simon
 - Dawson McCallum
 - Elliott DeWitt
- V. Approval of Agenda**
 - A. Consideration of additional items
- VI. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VII. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve per diem and milage
 - C. Approve payments of General Fund Payroll and accounts payable for the month of March 2022-\$1,048,200.00
 - D. Approve payments of Health Department payroll and accounts payable for the month of March 2022-\$111,856.78
 - E. Approve payments of Road Department payroll and accounts payable for the month of March 2022-\$550,793.78
- VIII. Unfinished Business**
 - A. Appoint Commissioner Representative to the Area Agency on Aging West Michigan

IX. New Business

- A. Appointment to Solid Waste Committee-two-year term
 - Rob Weick
- B. Request Permission to Fill Two Grant Funded Public Health Nurse Positions- Ken Bowen
- C. Request Permission to Fill Court Recorder Position- 64A District Court-Ron Morseau
- D. Request to Fill Court Administrator/Magistrate Position-64A District Court- Ron Morseau
- E. Request Approval of Area on Aging of West Michigan-Funding Request-Carol Hanulcik
- F. Approval of 2022 Equalization Report- Anthony Meynard
- G. Request Approval of Farmland Lease (West Main Street)-Jason Eppler
- H. Review of County Organizational Chart-Direct Reports-Jason Eppler
- I. Resume ARPA Funding Discussions-Jason Eppler

X. Department Reports

- A.

XI. Reports of Officers, Boards, and Standing Committees

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

XII. Reports of Special or Ad Hoc Committees

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

XIV. Closed Session

- A.

XV. Adjournment

Board and/or Commission Vacancies

- Economic Development Corporation/Brownfield Redevelopment Authority – Four- three-year terms.
- Board of Public Works-Two-three-year terms expired January 2021
- Central Dispatch-One-two-year term and one-two-year Township Board Representative
- 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