



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

7:00 P.M. Tuesday, September 6, 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>Excuse the Absence of Council Member Sheehan</u>	Decision
	V. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	VI. <u>City Manager Report</u>	
	VII. <u>Presentations</u>	
7:15 PM	A. Jon Moxey and Joe Benjamin of Fleis & VandenBrink – Wastewater Treatment Plan Project Update	
	VIII. <u>Public Hearing(s)</u> - None	
	IX. <u>Old Business</u> - None	
	X. <u>New Business</u>	
7:25 PM	A. Proposed Resolution 22-68 Approving, Authorizing, and Directing the City Manager to Sign a Biosolids Management Services Agreement with NutriGro Environmental Solutions, Inc.	Decision
7:27 PM	B. Proposed Resolution 22-69 to Recommend Approval of the Application from Opera Block Hospitality Group, Inc. to Transfer Ownership and Location of a Class C Liquor License	Decision
7:30 PM	C. Proposed Resolution 22-70 Approving a Proposal from Severance Electric Co., Inc. for Directional Boring Work for the Electric Department	Decision
7:32 PM	D. Proposed Resolution 22-71 Approving the Addition of Electric Rates for LED Security Lighting	Decision
7:34 PM	E. Proposed Resolution 22-72 Approving Payment to F&V Construction for Work Performed for the Wastewater Treatment Plant Project	Decision
7:37 PM	XI. <u>Consent Agenda</u>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting held on August 15, 2022	
	B. Payment of Invoices in the Amount of \$375,858.08 and Payroll in the Amount of \$267,055.19 for a Total of \$642,913.27	

<u>Estimated Time</u>		<u>Desired Outcome</u>
	<p>C. Purchase Orders over \$5,000.00</p> <ol style="list-style-type: none"> 1. Spartan Commercial Roofing LLC in the Amount of \$9,900.00 for Repairs to the Roof at City Hall 2. Bandit Industries in the Amount of \$43,070.00 for a 12XP Brush Chipper 	
	<p>XII. <u>Communications</u></p> <ol style="list-style-type: none"> A. DDA Minutes for July 25, 2022 B. DDA Treasurer’s Report for August 22, 2022 C. Utility Billing Report for July 2022 D. Water Department Report for July 2022 E. Water Department Report for August 2022 F. Wastewater Treatment Plant Report for June 2022 G. Wastewater Treatment Plant Report for July 2022 H. Franklin Energy EO Report I. Ionia County Board of Commissioners Agenda for August 30, 2022 	
7:40 PM	XIII. <u>Other Business</u> – None	
7:45 PM	XIV. <u>City Manager Comments</u>	
7:50 PM	XV. <u>Council Comments</u>	
7:55 PM	XVI. <u>Adjournment</u>	Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-68

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR TO SIGN A BIOSOLIDS MANAGEMENT SERVICES
AGREEMENT WITH NUTRIGRO ENVIRONMENTAL SOLUTIONS, INC.**

WHEREAS, biosolids are nutrient rich organic materials resulting from the treatment of domestic wastewater generated from treatment facilities. The City contracts with companies for the proper removal, transportation and application of biosolids generated at the Wastewater Treatment Plant; and

WHEREAS, the current 3-year agreement with NutriGro Environmental Solutions, Inc. is set to expire September 2022; and

WHEREAS, F&V Operations received quotes and is recommending entering into another three-year agreement with NutriGro Environmental Solutions, Inc, a copy of which is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the proposed biosolids management services agreement from NutriGro Environmental Solutions, Inc., a copy of which is attached as Exhibit A, authorizes and directs the Mayor to sign on behalf of the City.
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: September 6, 2022

Monique I. Miller, City Clerk

CITY OF PORTLAND

**Proposal for Hauling & Land
Application of Liquid Biosolids**



June 28, 2022

Business Information		Business Details	
Company	NutriGro Environmental Solutions Inc (a subsidiary of Gawne Trucking Inc)	Established	1997
Address	P. O. Box 84 Charlotte, Mi. 48813	Servicing Area	Michigan
Phone number	517-204-4492	Market Served	Municipalities Agricultural Sector
Owner/President	Jamie Gawne	Services	<ul style="list-style-type: none"> Hauling and Land Application of biosolids Digester Cleaning Lagoon Services Agricultural Manure Management
Website	(under construction)	Annual volume hauled	<ul style="list-style-type: none"> 45 million gallons biosolids
Email	jg@nutrigroesi.com	Number of Employees	10
Headquarters	Charlotte, Michigan	Agronomic Competency	NutriGro Environmental Inc. employs a full-time agronomist with over 20 years' experience. We permit and calculate the agronomic rate to ensure compliance with EPA 40 CFR Part 503 regulations and all MDEQ and US-EPA regulations for the land application of wastewater sludge.
Equipment List		Equipment Safety	
12 Semi Trucks 15 top loading tankers-all capable of hauling \geq 10,000 gallons <ul style="list-style-type: none"> (9) 12,000-gallon capacity & (3) 10,000 1 tractor with 8500-gallon spreader 1 tractor with 13,000-gallon spreader 1 tractor with pit pump 1 portable top loading pipe & stand for loading tanker 4 Terragators		Yearly safety inspections Monthly routine maintenance Safety Management Systems Inc. (record keeper) (Records available upon request)	
		Employee Safety	
		CDL-A with Tanker Endorsements Clean driving records Random Screening program OSHA standards	

PROPOSAL
to
City of Portland

**for the Removal, Transportation, Land Application
and Agronomic Management of Biosolids**

June 28, 2022

Nutrigro Environmental Solutions, Inc. ("NutriGro") (Contractor) proposes to provide the labor, materials, and services necessary for the removal, transportation, and land application of Biosolids ("Biosolids") for the city of Portland WWTP (Owner)

I. Responsibilities of Nutrigro

A. Acceptance of Biosolids

Contractor shall accept from the Owner Biosolids that are suitable for beneficial use in a land application program under federal, state, and local laws, rules, and regulations. The acceptance of Biosolids by Contractor does not release the Owner for the ultimate responsibility for the Biosolids meeting Federal and State Regulations. If at any time the Biosolids does not meet Federal and State Regulations or becomes unfit for land application for other reasons, no other method or cost of disposal will be Contractor's responsibility.

B. Biosolids Removal, Loading, and Transport

Contractor shall provide the necessary labor and equipment to dredge Biosolids residual from the Wastewater Treatment Plant, and load Biosolids into transport vehicles, and to transport the Biosolids to suitable farmland application sites in accordance with federal, state, and local laws, rules and regulations. The vehicles utilized for the transportation of Owner's Biosolids shall be watertight and shall not leak.

Contractor understands that the Wastewater Treatment Plant has approximately 100,000-150,000 gallons 3 times per year. Contractor will safely and effectively remove Biosolids residue in such a manner and in sufficient quantities to provide Owner with continuous and adequate operational capacity.

C. Hauling Schedule

Contractor shall land apply biosolids as needed to correlate with available farmland and available Portland WWTP storage. This is 3 times per year.

D. Computation of Quantity Removed

Contractor shall provide to the Owner a copy of a Contractor load sheet which details the following: date, time the truck left the WWTP, truck number, driver name, gallons / weight of Biosolids loaded on the vehicle, and farmer name. One copy of the load sheet(s) will remain with the Owner and the others will remain with Contractor.

E. Land Application of Biosolids Residuals

Contractor shall provide labor and equipment to properly apply the Biosolids by sub-surface application, to suitable application sites at agronomic rates in accordance with all applicable federal, state, and local laws, rules, and regulations.

F. Agronomic Responsibilities

Contractor shall provide agronomic management services that include the location of suitable farmland application sites. Application sites shall meet the requirements for land application sites in accordance with applicable federal, state, and local laws, rules and regulations for the use and application of Biosolids.

G. Reporting Requirements

Contractor shall complete with the assistance of the Owner any state Biosolids disposal sheets as may be required by the Owner's Biosolids management permits that are applicable to the beneficial reuse and land application of the Biosolids.

H. Analyses & Permits

Contractor can provide Biosolids residual analyses for total metals and nutrients required by the IEPA, 40 CFR Part 503 Regulations and the Owner's permit. Contractor has no analysis calculated in the unit price. Contractor shall be responsible for all routine soil fertility analyses associated with land application of Owner's Biosolids during the length of this Contract.

I. Insurance

Contractor shall provide and maintain always during the term of this Agreement the following minimum insurance coverages:

(a) Worker's Compensation (Statutory)	\$500,000
(b) Comprehensive General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products-comp/ops	\$2,000,000
Aggregate	\$2,000,000
(c) Comprehensive Automobile Liability	
Combined Single Limit	\$1,000,000
(d) Umbrella or Excess Liability	\$5,000,000

J. Good Faith

If Contractor is unable to remove and land apply the Owner's Biosolids because of changes in the Biosolids that make it unfit for land application on agricultural land as defined or interpreted by federal, state or local regulatory agencies, or due to circumstances beyond Contractor's control such as inclement weather, frozen soils, or as the result of strikes, acts of God, change in law or permits or other occurrences not reasonably within the range and control of Contractor, Contractor may not be able to land apply Biosolids residual per Federal or State Regulations. If this situation were to arise, Contractor would complete this project as soon as possible after the extenuating circumstances have been remedied or give notice to Owner that new or different alternatives would have to be discussed. The parties agree to negotiate in good faith to resolve the matter.

K. Hold Harmless

Contractor, upon execution of the contract, agrees to assume all liability for and protect, indemnify, and save the City, its agents, officers, and employees harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or death of, any person or persons whomsoever, including the parties hereto, and their agents. Contractor shall pay, settle compromise, and procure the discharge of any and all claims and losses, damages, and expenses. No employee of the contractor shall at any time be considered an agent or employee of the City.

L. Equal Employment Opportunity

Contractor is an Equal Opportunity Employer.

II. Responsibilities of the Owner

A. Access

The Owner shall provide access for Contractor to facilitate the removal of Biosolids from the Owner's facility and shall include access roadways, gates, etc. as applicable. Owner shall also provide access to Owner's property.

B. Biosolids Quality and Permits

The Owner shall provide all information integral to the generation and composition of the Biosolids residuals that are to be land applied. The Owner agrees and hereby certifies that none of the materials to be provided to Contractor under this Agreement shall constitute hazardous waste under federal, state, or local law. The Owner guarantees that it will not combine or mix hazardous waste with the material to be provided to Contractor. The Owner shall provide high quality, nonhazardous, stabilized Biosolids to Contractor that is acceptable for land application.

C. Permits

The Owner agrees to provide copies of all applicable permits and approvals acquired from regulatory agencies to Contractor that are relevant to the proposed work. The Owner shall be responsible for and maintain all required federal, state, and local Biosolids management permits as required by federal, state, or local laws, rule and regulations. The Owner shall abide by and shall have definition and responsibilities as a "preparer" of the Biosolids residual under the requirements of US EPA and IEPA.

D. Material Consistency

Contractor will receive notice from the Owner if any drastic operations changes will be made that will affect the Biosolids residual material to be land applied.

E. Biosolids Residual Quantity

This proposal is based on the Owner's anticipated volumes of approximately 100,000-150,000 gallons 3 times per year of biosolids. If required, the WWTP agrees to supply wash water to Contractor at no cost.

F. Biosolids Residuals Laboratory Analyses

All analyses for the Biosolids will be provided to Contractor by the Owner.

III. Contract Term

Contractor proposes a contract term that is a minimum of three years starting September 2022. The conditions of the contract may be extended if mutually agreed upon by both parties.

IV. Costs

Contractor proposes costs at the following rates:

A. Land Application Services for Biosolids Residuals Removed from Storage Tanks;

Cost of Services

Year 2022

Biosolids hauling and land application - **\$0.09 per gallon.**

Metals & nutrients testing - **\$425.00 per sample**

Fecal coliform testing- **\$425.00 per set of seven**

Digester cleaning - \$500 per hour

Year 2023

Biosolids hauling and land application - **\$0.10 per gallon.**

Metals & nutrients testing - **\$450.00 per sample**

Fecal coliform testing - **\$450.00 per set of seven**

Digester cleaning -\$500 per hour

Year 2024

Biosolids hauling and land application - **\$0.10 per gallon.**

Metals & nutrients testing -. **\$500.00 per sample**

Fecal coliform testing - **\$500.00 per set of seven**

Digester cleaning -\$500 per hour

Fuel Cost and Adjustment

NutriGro Environmental Solutions Inc. shall adjust the cost of services for each hauling event should fuel costs exceed \$3.00 per gallon. The fuel adjustment schedule will be the fixed document used for such purpose throughout the duration of this contract.

The unit price for biosolids management beneficial use services for any given removal operation will be subject to the adjustment below depending on the weekly fuel price (based on the week biosolids removal commences) determined by the United States Department of Energy's Energy Information Administration publication of Retail Prices for the Midwest United States in the On-Highway Diesel Fuel Price Table.

Diesel Price \$/Gallon	% Increase
Below \$3.00	None
\$3.00 - \$3.09	1.0%
\$3.10 - \$3.19	2.0%
\$3.00 and above= 1% increase per each \$0.10 increase in price/gallon.	

(This information is available at the website <http://www.eia.doe.gov>)
(On-Highway Diesel Prices Table - Midwest Column)

V. Payment Terms

Contractor will invoice the Owner on a weekly basis.

- The net amount due of each invoice shall be due in full within fifteen (15) calendar days from the invoice date.
- A two percent (2%) per month late charge will be applied to all unpaid balances greater than thirty (30) calendar days unpaid.

VI. Force Majeure

Contractor will use its commercial best efforts to remove material on an annual basis. If performance is delayed because of acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots or civil disturbances; labor disputes, strikes, Work slowdowns, or Work stoppages; orders or judgments of any Federal, State or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon; power failure and outages affecting the Premises; and any other similar cause or event, including a change in law, regulation, ordinance or permit, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure without penalty. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

Acceptance:

We accept the terms and conditions of this Agreement as prepared and presented to the city of Portland WWTP within 30 days of June 28, 2022.

By signing this Agreement, the individuals guarantee that they have the authority to bind the respective parties in this Agreement.

Submitted by:

Nutrigro Environmental Solutions, Inc.

Date: _____

Accepted by:

The City of Portland WWTP

By:

Date: _____

This proposal is valid for 30 days after today's date.

Current Projects & References			
Project/City (Gawne Trucking)	Mason Waste Water Treatment Plant	Project/City (Gawne Trucking)	Delhi Waste Water Treatment Plant
Contact	Sam Bibler, Plant Superintendent	Contact	Jeff Raines
Phone	517-676-1166	Phone	517-699-3873
Project/City (Gawne Trucking)	Sturgis Waste Water Treatment Plant	Project/City (Gawne Trucking)	City of Marshall
Contact	Tom Sikorski, Plant Superintendent	Contact	Alec Agnatuk
Phone	269-659-7250	Phone	269-781-9814
Project/City (Gawne Trucking)	Michigan State University	Project/City (Gawne Trucking)	City of Mt. Pleasant
Contact	Tony Boughton	Contact	Steve Hein
Phone	517-719-4606	Phone	989-779-5451
Project/City (Gawne Trucking)	Union Township	Project/City (Gawne Trucking)	City of Battle Creek
Contact	Mike Dearing	Contact	Richard Beardslee
Phone	989-775-5574	Phone	269-966-3513
Project/City (NutriGro Env. Sol)	City of Holland	Project/City (NutriGro Env. Sol)	City of Grand Haven
Contact	Bill Grysen	Contact	Dave Krohn
Phone	616-292-2978	Phone	616-847-3485
Project/City (NutriGro Env. Sol)	City of Hart	Project/City	
Contact	Paul Cutter	Contact	
Phone	231-638-1963	Phone	

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 22-69

**A RESOLUTION TO RECOMMEND APPROVAL OF THE
APPLICATION FROM OPERA BLOCK HOSPITALITY GROUP, INC.
TO TRANSFER OWNERSHIP AND LOCATION OF A
CLASS C LIQUOR LICENSE**

WHEREAS, the Opera Block Hospitality Group, Inc. has filed an application with the Michigan Liquor Control Commission requesting a transfer of ownership of a Class C Liquor License from Grand River Inn, LLC; and

WHEREAS, the Opera Block Hospitality Group, Inc. intends to open a bar called “118 Proof” at 118 ½ Kent St. outlined in the memo (attached as Exhibit A) from its attorney at Foster, Swift, Collins & Smith, P.C.; and

WHEREAS, the Opera Block Hospitality Group, Inc. requests that the Class C Liquor License be transferred from 128 Kent St. to 118 ½ Kent St.; and

WHEREAS, the Michigan Liquor Control Commission requires a Resolution of Local Government Approval (attached as Exhibit B) to be included in all completed license applications prior to review and approval.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council recommends the Liquor Control Commission approve the Opera Block Hospitality Group, Inc. transfer of ownership of a Class C Liquor License
2. The Portland City Council recommends the Class C Liquor License be transferred from 128 Kent St. to 118 ½ Kent St.
3. The City Clerk is authorized to complete a copy the form resolution attached as Exhibit B and return it to the Liquor Control Commission
4. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: September 6, 2022

Monique I. Miller, City Clerk

MEMO

FOSTER SWIFT
FOSTER SWIFT COLLINS & SMITH PC || ATTORNEYS

TO: City of Portland City Council

FROM: Foster, Swift, Collins & Smith, P.C.
Amanda J. Dernovshek

DATE: August 30, 2022

RE: Liquor License Transfer Approval - Opera Block Hospitality Group, Inc.

Our firm represents Opera Block Properties, Inc. (“**Opera Block Properties**”) and Opera Block Hospitality Group, Inc. (“**Opera Block Hospitality**”) with respect to its purchase of certain property located at 128 Kent Street in Portland, MI (the “**Property**”). Opera Block Properties is in the final stages of purchasing the Property from Grand River Inn, LLC.

In connection with the purchase of the Property, our clients have also purchased a Class C liquor license from Grand River Inn, LLC. The license is currently assigned to 126-128-134 Kent Street. The liquor license must be formally transferred from Grand River Inn, LLC to Opera Block Hospitality before it may be actively operated. The location of the license must also be transferred from 128 Kent Street to 118 Kent Street. The transfer of the liquor license is subject to the approval of the Michigan Liquor Control Commission (“**MLCC**”) and approval from the city of Portland.

Once the transfer of ownership and the licensed premises is approved, Opera Block Hospitality intends to open a bar called “118 Proof. 118 Proof will a 1920’s themed speakeasy giving a nod back in time to the prohibition era and the roaring 20’s while paying respect to the historic district in which the bar sits. 118 Proof will be a high-end mixology style bar and will feature limited edition, barrel picks and artesian liquors perfectly paired with the science of modern mixology. The space has been thoughtfully designed and restored to serve the Portland community for many decades to come.

In coming years, the adjacent buildings from which the license originally came (126-128-134 Kent Street.), will be completely renovated. A high-end American style bar/restaurant called “1880” will be opened in that space. 1880 will feature massive [customer visible] fire roasting vertical rotisseries, with prime cuts of steak, ribs, poultry and fish. The fire roasted rotisseries will provide mouthwatering proteins used for main entrees, salads and sandwiches. The final piece of the puzzle will be the Portland Opera House on the second and third floors above these spaces (118, 126, 128, 134), where small theatrical performances, movies, music and private events can be held. Once these venues are renovated and ready for operation, the liquor license will be then expanded back to include those buildings once again. These spaces, although all having their own unique identity and theme, will all function as one cohesive venue, and patrons can easily move freely between all the venues throughout the interior of the buildings.

Our client has also constructed, and is currently completing renovations on a very large exterior, riverfront deck along the rear of all these buildings. The client has strategically

relocated railings to provide suitable barriers between the client's decking and the public boardwalk, providing a contained exterior area in which to serve food and beverages. At this time, the client plans to serve food and beverages only within its contained decking area, and need not encroach onto the public boardwalk thoroughfare, as that is prohibited by the property easements along the boardwalk.

We respectfully ask that the City Council consider our request to approve the transfer of this liquor license from Grand River Inn, LLC to Opera Block Hospitality and to approve the future use of the license as outlined in this memo, subject to the MLCC's approval. We have enclosed a form that the MLCC requires for local government approval. Should there be any questions about this request, please contact Amanda J. Dernovshek at 517-371-8259.

cc: Timothy Fuller

37098:00001:6621926-2



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)
called to order by _____ on _____ at _____
the following resolution was offered: (date) (time)

Moved by _____ and supported by _____
that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-70

**A RESOLUTION APPROVING A PROPOSAL FROM
SEVERANCE ELECTRIC COMPANY, INC. FOR DIRECTIONAL BORING
WORK FOR THE ELECTRIC DEPARTMENT**

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

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

WHEREAS, the Electric Superintendent and City Manager recommend approving the proposal from Severance Electric Company, Inc. to directional boring work related to undergrounding projects in the total amount of \$127,167.50, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on August 30, 2022, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the proposal Severance Electric Company, Inc. to provide directional boring work related to undergrounding projects in the total amount of \$127,167.50, 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: September 6, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 8-30-2022

Re: Portland Board of Light and Power – Directional Boring Work

The 2022/2023 Fiscal Year Budget includes \$140,000 for three projects to put existing overhead wire underground at Market Street, Okemos Road and Bill's Party Store/Grand River. Engineering plans were prepared for these projects and a request for proposal (RFP)/competitive bid process was conducted. Four bids were submitted in response to the RFP. The bid prices ranged from \$136,167.50 to \$252,025.00. Severance Electric Company, Inc. (SEC) out of Kalamazoo, Michigan was the low bidder. SEC's bid included approximately \$9,000 of work which includes purchase and installation of the electrical cabinet and transformer pads. The City of Portland has historically provided and installed cabinet and transformer pads for construction projects. These items have been negotiated out of SEC's scope and the revised SEC estimated cost is \$127,167.50 (see attached).

RECOMMENDATION: Authorize and recommend that City Council SEC to provide directional boring services and install underground conduit at Market Street, Okemos Road and Bills Party Store/Grand River for an estimated cost of \$127,167.50.

**CITY OF PORTLAND
2022 UNDERGROUND PROJECTS
DIRECTIONAL BORING
BID FORM**

This Bid is submitted by:

Company: Severance Electric Co., Inc.

Address: 4140 Rollridge Ave

Kalamazoo, MI, 49001

Phone: 269-345-0134

Email: scott@sevelectric.com

Contractor Base Bid Price:

\$127,167.50

SIGNATURE

Scott T Severance
PRINT NAME

VP
TITLE

8/29/2022
DATE

Comments or Exceptions to Bid:

Adjusted amount to reflect removing the cabinet/transformer items from original bid.

**CITY OF PORTLAND
2022 UNDERGROUND PROJECTS
DIRECTIONAL BORING
CONSTRUCTION UNIT LIST**

UNIT ITEM DESCRIPTION	UNIT	BILL'S PS QUANTITY	MARKET QUANTITY	OKEMOS QUANTITY	2022 TOTAL	LABOR & MATERIAL	EXTENDED TOTAL
Trench, Backfill & Compact (1 to 2 Conduits)	LFT	10			10	\$85.00	\$850.00
3" PVC SCH 40	LFT	20			20	\$42.00	\$840.00
Directional Bore 1-2" & 1-1/4"	LFT		2,710	1,705	4,415	\$24.50	\$108,167.50
Directional Bore 1-4" & 1-1/4"	LFT	100			100	\$48.00	\$4,800.00
1Ø Sect. Cabinet Box Pad, Pea Stone Base ¹	EA		2		2	\$0.00	\$0.00
3Ø Sect. Cabinet Box Pad, Pea Stone Base ¹	EA	1			1	\$0.00	\$0.00
1Ø Transformer Box Pad, Pea Stone Base ¹	EA		3	3	6	\$0.00	\$0.00
3Ø Transformer Box Pad, Pea Stone Base ¹	EA	1			1	\$0.00	\$0.00
Mob, Traf control & Misc	LS	1	1	1	3	\$2,000.00	\$6,000.00
Site Restoration ²	LS	1	1	1	3	\$2,170.00	\$6,510.00
TOTAL BASE BID PRICE:							\$127,167.50

¹Pea stone base required per detail drawings to be supplied by Contractor

²All material required to be supplied by Contractor

Highlighted items removed from contract
Mob, Traf Control & Misc (amount originally added to items removed)

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-71

**A RESOLUTION APPROVING THE ADDITION OF ELECTRIC
RATES FOR LED SECURITY LIGHTING**

WHEREAS, the current Electric Rate Schedule includes rates for mercury vapor, high pressure sodium, and metal halide security lights; and

WHEREAS, any new installation or replacements of security lights will be with LED lighting; and

WHEREAS, the Electric Rate Schedule has been modified to clarify the transition to LED lighting and to establish rates for LED lighting; and

WHEREAS, the proposed Electric Rate Schedule and Memo from the Electric Superintendent are attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the proposed Electric Rate Schedule clarifying the transition to LED Security Lighting and the proposed rates for same in the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: September 6, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 8-30-2022

Re: Portland Board of Light and Power – Security Lighting Language Change to Electric Rate Schedule

The current Electric Rate Schedule has pricing for mercury vapor, high pressure sodium and metal halide security lights. Moving forward any new installation or replacements of security lights will be with LED lights. The Electric Rate Schedule has been modified to clarify the transition to LED lights and to establish rates for LED lights (See Attached).

RECOMMENDATION: Authorize and recommend City Council approve the modifications to Security Light section Electric Rate Schedule to accommodate the transition to LED lights.

ELECTRIC RATE SCHEDULE

Effective October 1, 2022 – November 2022 Billing



RESIDENTIAL SERVICE

1. *Monthly rate.* The monthly rate shall be as follows:

<i>Customer Charge:</i>	@ \$12.00 per month
First 600 kWh or less:	@ \$0.1150 per kWh
Over 600 kWh:	@ \$0.1100 per kWh
<i>Geothermal Discount:</i>	@ \$0.0130 per kWh*

* Applies to usage between 601 kWh and 1,600 kWh, inclusive, during November—April

2. *Energy optimization cost recovery charge:*
All kWh @ \$0.00188 per kWh
3. *Monthly minimum.* The minimum monthly charge is \$12.00.
4. *Power cost adjustment.* The above rate shall be increased or decreased subject to the provisions of the city's power cost adjustment schedule PCA.

GENERAL SERVICE "GS"

1. *Monthly rate.* The monthly rate shall be as follows:

<i>Customer Charge:</i>	@ \$20.00 per month
First 1,000 kWh or less:	@ \$ 0.1380 per kWh
Next 1,000 kWh:	@ \$ 0.1240 per kWh
Over 2,000 kWh:	@ \$ 0.1140 per kWh

2. *Energy optimization cost recovery charge:*
The energy optimization cost recovery charge is \$7.52 per meter per month.
3. *Monthly minimum.* The minimum monthly charge is \$20.00 plus the energy optimization cost recovery charge.
4. *Primary service.* A discount of two and two-tenths (2.2%) percent shall be applied to the charges in this schedule when primary metering is used.
5. *Power cost adjustment.* The above rates shall be increased or decreased subject to the provisions of the city's power cost adjustment schedule PCA.

LARGE GENERAL SERVICE "LGS"

1. *Monthly rate.* The monthly rate shall be as follows:
Customer Charge: @ \$30.00 per month
Demand Charge:
All kW of Billing Demand @ \$ 8.00 per kW
Energy Charge:
First 200 kWh per kW: @ \$0.0920 per kWh
Over 200 kWh per kW: @ \$0.0780 per kWh
2. *Energy optimization cost recovery charge:*
The energy optimization cost recovery charge is \$18.40 per meter per month.
3. *Monthly minimum.* The monthly minimum shall be the highest of the following:
 - a. Contract minimum PLUS the amount of the applicable energy optimization cost recovery charge; and
 - b. \$1.00 per KVA of transformer capacity plus the amount of the applicable energy optimization cost recovery charge; and
 - c. \$20.00 plus Demand charge plus the amount of the applicable energy optimization cost recovery charge.
4. *Primary metering.* A discount of two and two-tenths (2.2%) percent shall be applied to the charges in this schedule when primary metering is used.
5. *Billing demand.* The billing demand shall be based on the highest 15-minute KW measurements during the current month and the preceding 11 months. The billing demand shall be the greater of:
 - a. One hundred percent of the current actual demand; or
 - b. Sixty percent (60%) of highest demand occurring in the preceding 11 months.
6. *Power factor adjustment.* The customer agrees to maintain unity power factor as nearly as practicable. Where the average power factor of a customer's load is less than 0.800 lagging, the city may require the customer to install, at customer's expense, equipment to correct the power factor; or, the demand charge will be increased by the ratio that 0.800 bears to the customer's average power factor during the billing period.
7. *Power cost adjustment.* The above rates shall be increased or decreased subject to the provisions of the city's power cost adjustment schedule PCA.

CUSTOMER GENERATION/NET METERING "CGNM"

1. *Monthly rate:*
Customer Charge: @ \$20.00 per month
Plus:
The customer shall pay monthly in accordance with the city's standard applicable rate for usage where the net flow of electricity is from the city to the customer. Where, for a given billing period, the net flow of

usage is from the customer to the city, resulting from excess generation, the customer shall be credited an amount equal to the amount of excess energy taken by the city times the average cost of wholesale purchased power supply cost during the month in which the excess generation occurred.

SECURITY LIGHTING “SL”

1. *Monthly rate.* For each lamp with luminaire and an upsweep mast arm or other necessary brackets, controlled by photoelectric relay, where service is supplied from an existing wooden pole.

Mercury Vapor

175—Watt	@	\$6.35
400—Watt	@	\$12.70

High Pressure Sodium

100—Watt	@	\$6.35
150—Watt	@	\$7.35
250—Watt	@	\$12.70
400—Watt	@	\$14.15
1,000—Watt	@	\$27.30

Metal Halide

100—Watt	@	\$6.65
175—Watt	@	\$8.25
250—Watt	@	\$13.25
400—Watt	@	\$14.50
1,000—Watt	@	\$27.30
1,500—Watt	@	\$32.50

Light Emitting Diode (LED)

30 – Watt (Replaces 100 Watt Traditional)	@	\$6.50
55 – Watt (Replaces 175 Watt Traditional)	@	\$8.50
100 – Watt (Replaces 250 Watt or Greater Traditional)	@	\$13.00

The charges above include facilities to be determined by the city. Starting September of 2022 any new installations, or maintenance replacements, of existing security lights, will be LED fixtures.

2. *Additional facilities charge.* In the event facilities in addition to the basic facilities provided by the city and included in the above charges are required to provide requested service, the city will add monthly facilities charge to the monthly rates stated above. Additional facilities may include additional poles or variations of types of poles and/or fixtures. The additional monthly facilities charge shall be equal to 0.015 times the total cost of the facilities including installation that exceed the cost of the basic facilities included in the above stated rates. In lieu of the additional monthly facilities charge, a customer may elect to pay an up-front nonrefundable contribution-in-aid-of-construction equal to the additional cost of the

facilities including installation that exceed the cost of the basic facilities included in the above stated rates.

CITY STREET LIGHTING “CSL”

1. *Monthly rate.*
Energy Charge: All kWh @ \$0.083 per KWH

POWER COST ADJUSTMENT “PCA”

1. *Each month the amount charged for electric energy sold by the city shall be increased or decreased in accordance with the following formula:*

$$PCA = (((Cost + or - Cor) / kWh P) - \$0.05353)/(1 - L)$$

Where:

PCA = The billing adjustment applied to kWh sales expressed as \$ 0.00000 per kWh.

Cost = The total of normalized wholesale purchased power supply Cost and related city generation expenses for the most previous three months.

Cor = A correction dollar amount equal to any over or under-recovery of Cost, as defined above, for prior periods.

kWh P = Total of the kWh purchased and generated for the most previous three months.

L = System losses for the most previous month.

RENEWABLE ENERGY PURCHASES “REP”

1. *Monthly Rate:* The charge, in addition to the charges of the applicable rate, for all renewable energy is \$0.01 per kWh per month.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-72

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

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

WHEREAS, F&V Construction has performed work in accordance to the design-build agreement and has submitted a request for payment in the amount of \$167,625.00, a copy of which is attached as Exhibit A.

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the pay request from F&V Construction for work performed for the wastewater treatment plant project in the amount of \$167,625.00, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: September 6, 2022

Monique I. Miller, City Clerk



Invoice Support

City of Portland
 259 Kent Street
 Portland, MI 48875

August 26, 2022
 FVC Project No: 1221
 Invoice No: 2081

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

For professional services rendered through July 30, 2022

Billing Phase	Fee	% Complete	Amount Billing	Previous Billing	Current Billing
Design Phase Engineering	\$665,000.00	90.00	\$598,500.00	\$448,875.00	\$149,625.00
Bid Phase Engineering	\$30,000.00	60.00	18,000.00	0.00	\$18,000.00
Pre-Construction	\$45,000.00	0.00	0.00	0.00	0.00
Total:	\$740,000.00		\$616,500.00	\$448,875.00	\$167,625.00
				Total this Invoice:	\$167,625.00

Work Included:

- Finalize bid documents
- EGLE Permit applications
- Advertise for bids
- Contact potential trade contractors/bidders
- Issue addenda to bidders
- Conduct pre-bid meeting
- Respond to bidder questions

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

F&V Construction Management, Inc.
 Project No: 1221
 Invoice No: 2081

Date: 08/31/22

Page 2 of 2

Payment Application No. 7

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

Contract No.	Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previous Invoice	Work Completed this Period	Total Complete to Date	Balance to Finish	Percent Complete
	Design Phase Engineering	\$ 665,000.00	\$ -	\$ 665,000.00	\$ 448,875.00	\$ 149,625.00	\$ 598,500.00	\$ 66,500.00	90.0%
	Bid Phase Engineering	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 18,000.00	\$ 18,000.00	\$ 12,000.00	60%
	Basic Services - Pre-Con and VE	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	0%
	Contract Total	\$ 740,000.00	\$ -	\$ 740,000.00	\$ 448,875.00	\$ 167,625.00	\$ 616,500.00	\$ -	83%

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, August 15, 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; Police Chief Thomas

Guests: Jessica Wood of Dickinson & Wright; Jon Moxey and Joe Benjamin of Fleis & VandenBrink; Kathy Parsons

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

Motion by Fitzsimmons, supported by Sheehan, to approve the proposed agenda.

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman commented that Beer on the Bridge was held this past Saturday, August 13, 2022. Although it was a wet, rainy day the event was well attended. He thanked DDA Director ConnerWellman and all of the volunteers.

City Manager Gorman noted that City staff has received many calls from residents concerning the substantial increase in the utility bills. He stated the two most significant factors, beyond the hot summer weather, is the budgeted increase to the sewer rate for the upcoming Wastewater Treatment Plant Improvement Project and the high cost of electricity on the electric market.

City Manager Gorman addressed the limited funding opportunities to mid-size communities as discussed with Representative Julie Calley at the Council meeting on August 1, 2022. He noted that he and Finance Director Tolan have been working with Representative Calley and EGLE to try to find additional funds for the Wastewater Treatment Plant Improvement Project. The State Revolving Fund is likely to receive additional funding; hopefully some of those monies can be directed to the project.

Improvements to Virginia St. were made last week with a mill and fill project to improve its surface. There will still need to be a major infrastructure project in the future to improve the utilities and install sidewalks.

City Manager Gorman stated that last week he, Electric Superintendent Davlin, and Finance Director Tolan visited Point Broadband in Greenville. They were the applicant for the Fiber Project RFP.

The Kent Street Improvement Project is in somewhat of a holding pattern as funding for the project is determined. The City has been awarded funds through the Small Urban Program and the Transportation Alternative Program but is still waiting to hear from the MEDC on the RAP Grant. The easements for the project will also need to be executed over the next few months. It is an aggressive time schedule to be ready for construction in 2023 with the easement process and the MDOT design process. If all preparations are not complete for construction in 2023 the project will take place in 2024.

The Divine Hwy. Bridge Replacement Project is also slated to take place in 2024.

There was discussion.

The Planning Commission met on August 10, 2022 and completed the review of the Draft Zoning Ordinance Update. The draft will now undergo review by both the City Engineers and Attorneys and work will begin to update the City Zoning Map.

Representatives of the Shell Gas Station at 1501 E. Grand River Ave. have formally submitted their Site Plan Application to add a car wash facility on their property. The current car wash would be converted to storage.

There were no presentations.

Under New Business, Jessica Wood of Dickinson & Wright presented information on Resolution 22-64 to authorize the issuance of Sanitary Sewer System Junior Lien Revenue Bonds, Series 2022.

The City Council considered Resolution 22-64 to authorize the issuance of Sanitary Sewer System Junior Lien Revenue Bonds, Series 2022.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-64 to authorize the issuance of Sanitary Sewer System Junior Lien Revenue Bonds, Series 2022.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Jon Moxey and Joe Benjamin of Fleis & VandenBrink presented information on Resolution 22-65 to tentatively award the Construction Contract for the Wastewater System Improvements.

Mr. Moxey shared further information regarding the seeming lack of funding for wastewater projects. The City has tapped into some of the funding that is available for this type of project and he further noted that although there is “money on the table” it is a very competitive process

to have it awarded. There are more municipalities looking for funding and costs of projects are much higher.

Mr. Benjamin stated there are several contracts involved with the Wastewater Treatment Plant Improvement Project as different contractors will be doing various parts of the project. Fleis & VandenBrink continues to work through evaluating all of the bids submitted for the different parts of the overall project and they are still waiting for better pricing from some of the contractors. All pricing will be made available to the City for review. Resolution 22-65 is the next step in moving forward with financing for the project.

Mr. Moxey further explained the challenges and costs associated with the collection system upgrades that were meant to be part of the overall project. Due to the extensive costs, particularly with updating the crossing from Fabiano's across the Grand River, the collection system upgrades may have to be put on hold in order to focus on the plant as that is most critical at this time. The cost for the river crossing alone is \$1 million in addition to the \$2 million for other collection system upgrades. A final determination will be made once all costs have been finalized.

Motion by Johnston, supported by Sheehan, to approve Resolution 22-65 to tentatively award a construction contract for Wastewater System Improvements.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 22-66 to approve a proposal and agreement from MGT of America Consulting, LLC for cost allocation services to review and update the current administrative fees.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 22-66 approving the proposal and agreement from MGT of America Consulting, LLC for cost allocation services and approving, authorizing, and directing the Mayor to sign same.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-67 to approve payment to F&V Construction in the amount of \$56,525.00 for work performed on the Wastewater Treatment Plant Project.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-67 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Sheehan, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on August 1, 2022, payment of

invoices in the amount of \$154,972.76 and payroll in the amount of \$142,766.72 for a total of \$297,739.48. There were no purchase orders over \$5,000.00.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman assured residents the City is sympathetic to the recent increase to utility costs and noted staff thoroughly reviews all information diligently.

City Manager Gorman presented a photo of the wildflower area at Bogue Flats with the new rock formation that has been added to the area and noted it is a nice addition. He further thanked everyone involved with the project and the Friends of the Red Mills for all that they do; the area looks wonderful.

Under Council Comments, Mayor Pro-Tem VanSlambrouck recognized the passing of long time Portland resident, Barry Hilligan.

He further noted the VFW will host a Spaghetti Dinner for the Fireman's Association and the American Legion on Friday, August 26, 2022 from 5:00 – 7:00 P.M.

Council Member Sheehan noted the Red Mill Community Day will be held on Saturday, August 27, 2022 at the Red Mill.

Council Member Johnston noted the Portland Civic Players Drama Run will be held on the morning of Saturday, August 27, 2022. She further noted the Marquee Fundraiser is also underway.

Mayor Barnes stated that there was a great turnout for Beerfest. He thanked Kathy Parsons and all of the volunteers and noted that DDA Director ConnerWellman does a great job of organizing and running the events in the community.

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

Yeas: Sheehan, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Meeting adjourned at 8:06 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the August 15, 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; Police Chief Thomas

Approval of Resolution 22-64 to authorize the issuance of Sanitary Sewer System Junior Lien Revenue Bonds, Series 2022.

All in favor. Adopted.

Approval of Resolution 22-65 to tentatively award a construction contract for Wastewater System Improvements.

All in favor. Adopted.

Approval of Resolution 22-66 approving the proposal and agreement from MGT of America Consulting, LLC for cost allocation services and approving, authorizing, and directing the Mayor to sign same.

All in favor. Adopted.

Approval of Resolution 22-67 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 8:06 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
USA TODAY NETWORK	02501	COUNCIL MEETING SYNOPSIS - GEN	181.96
STAR THOMAS	01654	PHONE BILL REIM AUG 2022 - POLICE	40.00
ERIK LITTS	01797	ASSESSING SERVICES 2ND HALF OF AUG 2022 - ASSES	1,416.66
FLEIS & VANDENBRINK	00153	PROFESSIONAL SVCS - ELECTRIC	539.22
DOUG LOGEL SR.	02451	JULY 2022 BOR - ASSESSING	45.00
HERB MOSSER	02434	JULY 2022 BOR - ASSESSING	45.00
MIKE JUDD	02450	JULY 2022 BOR - ASSESSING	45.00
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	20.31
FOSTER BLUE WATER OIL, LLC	02301	GAS REFILL - PARKS, CEM	743.13
DICKINSON WRIGHT PLLC	02244	PROFESSIONAL SERVICES TO JULY 31 - MAJ STS, ELE	4,142.00
VC3 INC.	02745	CONTRACTUAL SERVICES - VAR DEPTS	18,600.00
CULLIGAN	02130	2X WATER CITY HALL - GEN	15.50
SELBY CONSTRUCTION	02674	LAWN CARE - ELECTRIC	250.00
FAMILY FARM & HOME	01972	SUPPLIES - MAJ STS	166.48
CULLIGAN	02130	3X WATER - PARKS, CEM	22.25
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	701.00
MOYER CONSTRUCTION	00316	CURB REPLACEMENT VIRGINIA AVE - LOC STS, APPRV	6,300.00
MCKEARNEY ASPHALT & SEALING INC.	02541	VIRG AVE GRADING, ASPHALT - LOC STS APPRV RES 2	95,995.00
MENARDS	00260	CONCRETE MIX, ETC - MAJ, LOC STS	119.64
CAPITAL ASPHALT LLC	02578	2 TONS ASPHALT - MAJ STS	129.00
CAPITAL EQUIPMENT IONIA	02750	SUPPLIES #906 - MTR POOL	111.84
LEXIPOL	02757	EMS TRAINING PLATFORM 20X - AMB	1,071.20
CONGRESS COLLECTIONS	02643	JULY COLLECTIONS - AMB	210.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	98.01
CONSUMERS ENERGY	00095	GAS SERVICE -WW	17.96
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	16.97
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	15.00
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	17.96
CONSUMERS ENERGY	00095	GAS SERVICE - WW	330.60
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	377.06
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	15.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	21.84
EDWARD LEIK	02201	REIMB FOR SUPPLIES LEIK GROVE - COMM PROMO	568.35
AECOM TECHNICAL SERVICES	01810	DAM SAFETY CONSULTING - ELECT APPRV RES 22-28	5,113.94
AMS INC HEATING & COOLING	02355	REMOVE/REPLACE BROKEN BALL VALVE - WATER	350.00
USA BLUEBOOK	01850	SUPPLIES - WW	471.48
FAMILY FARM & HOME	01972	LIME PELLETS - WW	24.95
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	401.01
FLEIS & VANDENBRINK	00153	JULY SAFE ROUTES TO SCHOOL - MAJ, LOC STS	362.00
FLEIS & VANDENBRINK	00153	KENT ST IMPROVEMENTS - MAJ STS	5,499.80
BRENT LISTERMAN	02519	REIMB FOR EXPENSES - POLICE	97.26
STAR THOMAS	01654	POSTAGE REIMB - POLICE	10.20
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	258.00
NICK LEFKE	00735	ENERGY OPTZ PROGRAM - ELECTRIC	40.00
JORDAN D SMITH	MISC	ENEGRY OPTZ PROGRAM - ELECTRIC	50.00
JANET PASIKOWSKI	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	50.00
BETHANEY FRENCH	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	50.00
LOOMIS, EWERT, PARSLEY, DAVIS, &	G02715	LEGAL SERVICES - POLICE, AMB	1,394.00
FAMILY FARM & HOME	01972	RAKE, PAINT SUPPLIES - PARKS, CEM	49.43
FAMILY FARM & HOME	01972	SPRAY PAINT - CEM	21.98
SLC METER LLC	02286	3/4" COMPRESSION CURB STOP - WATER	642.73
FP MAILING SOLUTIONS	01758	MAIL METER RENTAL - GEN	636.00
CATHY HOPPOUGH	MISC	RESEARCH FOR EASEMENT - GEN	400.00
LANSING SANITARY SUPPLY	02485	BATHROOM SUPPLIES - CEM	533.60
CULLIGAN	02130	1X WATER - WW	8.75
HYDRO-CHEM SYSTEMS, INC.	02284	SERVICE CALL - MTR POOL	392.50
HYDRO-CHEM SYSTEMS, INC.	02284	DEGREASER - MTR POOL	80.88
RESCO	00392	ACLARA METER - ELECTRIC	740.24
NEWKIRK ELECTRIC ASSOCIATES	00331	NORDBERG DC AMP ISSUE DIAG - ELECTRIC	1,030.00
D & E ELECTRIC LLC	02640	RELOCAT PUMP CIRCUIT GENERATOR - ELECTRIC	3,643.36
GRP ENGINEERING INC.	01994	GIS MAPPING/ASSET MGMT & SUPPORT - ELECT COUN F	2,547.50
GRP ENGINEERING INC.	01994	GIS MAPPING/ASSET MGMT & SUPPORT - ELECT COUNC	1,485.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
IONIA COUNTY ECONOMIC ALLIANCE	00205	ECON DEV INVESTMENT - ECON DEV	1,750.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	35.96
FAMILY FARM & HOME	01972	QUIKCRETE - ELECTRIC	11.97
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	2,147.63
USA BLUEBOOK	01850	GLOVES - WW	165.00
USA BLUEBOOK	01850	GLOVES - WW	55.47
USA BLUEBOOK	01850	SUPPLIES - WW	385.75
MENARDS	00260	HARDWARE - ELECTRIC	74.99
MENARDS	00260	HARDWARE - ELECTRIC	144.93
KEUSCH SUPER SERVICE	00228	OIL CHANGE - ELECTRIC	82.91
SELBY LAWN CARE	02736	LAWN MOWING - ELECTRIC	250.00
CAPITAL EQUIPMENT IONIA	02750	LIFT RENTAL PAINTING DAM - ELECTRIC	245.00
KENDALL ELECTRIC	00225	LIGHTS FOR THE DAM - ELECTRIC	366.15
KENDALL ELECTRIC	00225	TIMER FOR STREET LIGHTS - ELECTRIC	85.80
O'LEARY PAINT CO	02729	YELLOW PAINT - ELECTRIC	239.80
NEWKIRK ELECTRIC ASSOCIATES	00331	MUNICIPAL DAM MAINT - ELECTRIC APPR CONS 4-18-2	5,250.00
OTIS ELEVATOR	00970	ELEVATOR MAINT FEE 9/1/22-11/30/22 - CITY HALL	651.60
BELL EQUIPMENT CO.	02695	PARTS #906 LEAF VACUUM - MTR POOL	4,081.12
CAPITAL ASPHALT LLC	02578	3.05 TONS ASPHALT - MAJ STS	196.73
FAMILY FARM & HOME	01972	SUPPLIES - MTR POOL	16.02
B&W AUTO SUPPLY, INC.	00030	VAR SUPPLIES & PURCHASES - VAR DEPTS	1,021.71
LANSING SECURITY AND LOCKSMITH LLC	02758	INSTALL CODE LOCKS - CITY HALL	1,624.66
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - PARKS, CEM	30.99
FOSTER BLUE WATER OIL, LLC	02301	GAS PUMP REFILL - PARKS, CEM	523.27
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	280.00
FAMILY FARM & HOME	01972	GLOVES, SOAP - PARKS, CEM	20.99
PORTLAND PUBLIC SCHOOLS	00370	SUMMER TENNIS INSTRUCTION SVCS - REC	412.90
ONE MAN AND A HAMMER	MISC	REPAIRS RED MILL - PARKS	285.00
F&V CONSTRUCTION MANAGEMENT IN	00828	ENGINEERING SERVICE - WW	167,625.00
ADRIANNA KRIEGER	01364	TENNIS INSTRUCTOR - REC	385.00
RYAN LEONARD	02759	TENNIS INSTRUCTOR - REC	287.50

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
JARED SCHRAUBEN	02596	TENNIS INSTRUCTOR - REC	180.00
MAURA LUFKIN	02597	TENNIS INSTRUCTOR - REC	340.00
KAITLYN PASCOE	02691	TENNIS INSTRUCTOR- REC	30.00
CULLIGAN	02130	2X WATER CITY HALL- GEN	15.50
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	1,371.95
GLASS MASTERS OF PORTLAND	00165	WINDSHIELD - WATER	584.35
FAMILY FARM & HOME	01972	SUPPLIES FOR DAM - ELECTRIC	219.97
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	39.98
DORNBOS SIGN, INC.	00067	SIGNS FOR DPW - MTR POOL	322.55
DORNBOS SIGN, INC.	00067	SIGNS FOR DPW - MTR POOL	200.40
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	687.00
PEERLESS-MIDWEST, INC.	01519	PM MAINT.FOR WELL 5 - WATER	700.00
FAMILY FARM & HOME	01972	FLOAT SWITCH SUMP- WW	32.99
FAMILY FARM & HOME	01972	EXTENSION CORD - WW	9.99
FAMILY FARM & HOME	01972	CAST/ZINC SUMP PUMP - WW	179.99
STATE OF MICHIGAN	00428	BACTI SAMPLES - WATER	96.00
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR/PARTS - ELECTRIC	780.00
BERT'S GLASS LLC	02019	WINDOW REPAIR AT DAM - ELECTRIC	450.00
KENDALL ELECTRIC	00225	TMER FOR ST LIGHTS - ELECTRIC	110.06
GRAINGER, INC.	00172	OFFICE SUPPLIES - ELECTRIC	33.71
OVERHEAD DOOR OF LANSING	00935	DOOR REPAIR - ELECTRIC	244.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	140.00
POWER LINE SUPPLY COMPANY	00389	SAFETY VESTS - ELECTRIC	325.00
PORTLAND PUBLIC SCHOOLS	00370	TOT SOCCER INSTRUCTOR - REC	936.00
CHRIS ROOF	02385	REIMB SOCCER BALL PURCHASE - REC	317.60
CULLIGAN	02130	3X WATER - PARKS, CEM	22.25
PAMA	01370	40% CONTRIBUTION TO PAMA - COMM PROMO	12,937.23
CITY OF PORTLAND-PETTY CASH	00701	VAR REIMB - VAR DEPTS	323.49
PORTLAND TOWNSHIP TREASURER	00371	ANNEX AGREEMENT REV SHARING MAY-JUNE 2022- COM	6,720.67
Total:			\$375,858.08

**BI-WEEKLY
WAGE REPORT
August 22, 2022**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	11,925.25	42,517.86	2,795.92	13,270.76	14,721.17	55,788.62
ASSESSOR	-	-	-	-	-	-
CEMETERY	6,522.11	22,924.30	583.00	5,594.90	7,105.11	28,519.20
POLICE	13,680.53	63,165.69	2,816.25	14,097.11	16,496.78	77,262.80
CODE ENFORCEMENT	75.06	398.92	5.74	31.65	80.80	430.57
PARKS	4,954.81	21,096.49	467.00	2,683.06	5,421.81	23,779.55
INCOME TAX	2,301.69	9,153.10	590.40	2,620.61	2,892.09	11,773.71
MAJOR STREETS	3,489.34	14,765.96	985.24	5,659.77	4,474.58	20,425.73
LOCAL STREETS	3,841.38	14,751.24	1,103.02	5,784.80	4,944.40	20,536.04
RECREATION	352.71	1,402.68	44.06	316.48	396.77	1,719.16
AMBULANCE	16,296.85	64,292.58	3,201.88	13,363.52	19,498.73	77,656.10
DDA	2,479.44	10,155.89	370.54	1,814.76	2,849.98	11,970.65
ELECTRIC	26,654.50	92,205.30	5,436.98	28,331.91	32,091.48	120,537.21
WASTEWATER	8,091.33	32,499.51	1,222.00	9,465.13	9,313.33	41,964.64
WATER	5,907.31	25,939.11	1,486.20	8,588.72	7,393.51	34,527.83
MOTOR POOL	583.44	1,989.56	120.08	522.16	703.52	2,511.72
TOTALS:	107,155.75	417,258.19	21,228.31	112,145.34	128,384.06	529,403.53

**BI-WEEKLY
WAGE REPORT
September 5, 2022**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	12,227.03	54,744.89	4,042.89	17,313.65	16,269.92	72,058.54
ASSESSOR	-	-	-	-	-	-
CEMETERY	5,402.41	28,326.71	2,244.23	7,839.13	7,646.64	36,165.84
POLICE	13,157.03	76,322.72	3,702.64	17,799.75	16,859.67	94,122.47
CODE ENFORCEMENT	86.09	485.01	6.59	38.24	92.68	523.25
PARKS	4,494.76	25,591.25	747.54	3,430.60	5,242.30	29,021.85
INCOME TAX	2,501.18	11,654.28	738.71	3,359.32	3,239.89	15,013.60
MAJOR STREETS	3,951.26	18,717.22	2,014.68	7,674.45	5,965.94	26,391.67
LOCAL STREETS	3,419.06	18,170.30	1,702.53	7,487.33	5,121.59	25,657.63
RECREATION	352.72	1,755.40	114.46	430.94	467.18	2,186.34
AMBULANCE	19,489.83	83,782.41	3,096.33	16,459.85	22,586.16	100,242.26
DDA	2,475.86	12,631.75	458.86	2,273.62	2,934.72	14,905.37
ELECTRIC	22,139.04	114,344.34	8,904.05	37,235.96	31,043.09	151,580.30
WASTEWATER	8,038.36	40,537.87	3,465.47	12,930.60	11,503.83	53,468.47
WATER	5,973.22	31,912.33	2,545.69	11,134.41	8,518.91	43,046.74
MOTOR POOL	878.46	2,868.02	300.15	822.31	1,178.61	3,690.33
TOTALS:	104,586.31	521,844.50	34,084.82	146,230.16	138,671.13	668,074.66

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 08/31/2022
MEETING DATE 09/06/2022

Fund	Description	Beginning Balance 08/11/2022	Total Cash in	Total Cash out	Cash Balance 08/31/2022	Time Certificates	Ending Balance 8/31/2022
101	GENERAL FUND	781,935.17	322,816.43	(205,514.76)	899,236.84	235,000.00	1,134,236.84
105	INCOME TAX FUND	159,429.33	15,377.61	(21,278.27)	153,528.67	10,000.00	163,528.67
150	CEMETERY PERPETUAL CARE FUND	62,457.51	-	-	62,457.51		62,457.51
202	MAJOR STREETS FUND	388,731.48	8,494.72	(20,539.95)	376,686.25		376,686.25
203	LOCAL STREETS FUND	218,897.56	14,057.88	(20,375.47)	212,579.97		212,579.97
208	RECREATION FUND	61,622.94	7,834.50	(3,406.74)	66,050.70		66,050.70
210	AMBULANCE FUND	238,896.20	140,514.10	(55,329.22)	324,081.08		324,081.08
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	319,198.62	17,414.65	(12,145.46)	324,467.81		324,467.81
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-
520	REFUSE SERVICE FUND	15,785.62	10,649.47	(12,785.22)	13,649.87		13,649.87
582	ELECTRIC FUND	1,989,682.89	616,016.71	(365,345.47)	2,240,354.13	530,000.00	2,770,354.13
590	WASTEWATER FUND	(498,672.05)	125,344.33	(147,487.44)	(520,815.16)		(520,815.16)
591	WATER FUND	455,749.23	89,774.05	(40,279.60)	505,243.68	420,000.00	840,764.04
661	MOTOR POOL FUND	239,823.52	10,756.44	(13,929.82)	236,650.14		236,650.14
703	CURRENT TAX FUND	115,088.90	387,908.27	(229,554.15)	273,443.02		273,443.02
	TOTAL - ALL FUNDS	4,551,989.17	1,766,959.16	(1,147,971.57)	5,170,976.76	1,195,000.00	6,281,497.12
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	1,216,637.00	1,216,637.00
					ELECTRIC-PRIN & INT ESCROW	137,432.21	137,432.21
					WASTEWATER DEBT ESCROW	325,202.55	325,202.55
					WASTEWATER REPAIR ESCROW	262,976.31	262,976.31
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	91,564.64	91,564.64
							9,239,274.05

*Customer Deposit Breakdown

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

SPARTAN COMMERCIAL ROOFING L.L.C.

3704 Aurelius Rd., Suite 5 Lansing, MI 48910
Phone 517-999-ROOF (7663) Fax 517-999-7664
Email: SCRJM12@gmail.com

Page 1

PROPOSAL

Sent Via Email nbrown@portland-michigan.org

To:
City of Portland
Attn.: Neal Brown
517-647-7985

Date
August 10, 2022

Project:
Portland city Hall
259 Kent St.
Portland, MI

Roof repairs and maintenance

- Reseal approximately 250' at metal edge.
- Seal the corner of RTU curbs as needed.
- Seal all vertical flashing laps.
- Seal any open T-joints.
- Seal approximately 30' of omen seams.
- Seal several portal plus pipe chases.
- Patch several holes in the membrane.
- Seal six (6) joints in the gutter, with silicone sealant.
- Recaulk approximately 80' of termination bar with silicone sealant.
- Recaulk the ends of the cap metal to the building with silicone sealant.
- Recaulk the storm collars with silicone sealant.
- Reseal several tops of flashing boots.
- Remove all debris from roof surface and job site.

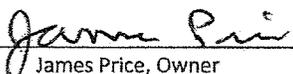
E.P.D.M. materials and accessories will be used unless otherwise noted.

We propose hereby to furnish material and labor, complete in accordance with above specifications for the sum of:
Nine Thousand Nine Hundred Dollars. (\$9,900.00)

TERMS: Time is of the essence. Payment Due: 50% Due upon start of project, remainder due upon completion of project.
Failure to make payment when due shall constitute a default. In addition, a time-price differential charge of 1.5% per month, compounded monthly, shall be applied to any balance not paid within 7 days of completion.

NOTE: This proposal may be withdrawn if not accepted within 20 days.

Respectfully Submitted by:


James Price, Owner

ACCEPTANCE OF PROPOSAL: The above price(s) and specifications, together with the conditions and other considerations that may apply, on page 2 are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Offeree's Signature

Acceptance Date



PURCHASE ORDER

City of Portland

P.O. 10284

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

VENDOR Bandit Industries
6750 Millbrook Rd
Remus MI 49340

DATE: 8-29-22

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Bandit 12XP Brush Chipper			est. 43,070 ⁰⁰
DEPARTMENT HEAD (UP TO \$500) <u>KG</u>		TOTAL	

MT
Treasurer Initials

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



Larry Holmes
 6750 Millbrook Road
 Remus, MI 49340
 USA
 800-952-0178 (Phone)
 989-561-2273 (Fax)
 www.banditchippers.com

QUOTATION

Quotation #:

140575

Quote Created:

03/10/22 11:10 am
 by Bandit Industries, Inc.

Last Updated:

08/24/22 01:21 pm
 by Rob Faber

Salesperson:

Rob Faber

CUSTOMER:

City of Portland
 451 Morse Dr
 Portland, MI 48875
 USA
 517-647-6129 (Phone)
 517-647-2954 (Fax)
 Kenneth Gensterblum (Contact)
dpw@portland-michigan.org

BILL TO:

City of Portland
 451 Morse Dr
 Portland, MI 48875
 USA
 517-647-6129 (Phone)
 517-647-2954 (Fax)
 Kenneth Gensterblum (Contact)
dpw@portland-michigan.org

SHIP TO:

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INTIMIDATOR 12XP (12" DRUM STYLE) BRUSH BANDIT

Qty	Part #:	Description:	Base Price:
1	MODEL-12XP	Intimidator 12XP - (12" Drum Style) Brush Bandit	\$ 31185.00

STANDARD EQUIPMENT

1	STANDARD	24" diameter x 18 3/4" wide chipper drum with (4) 5/8" x 5 1/2" x 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.9 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge bottom
X	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 4" rectangular tubing with a 1/4" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks

1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included
1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	STANDARD	Spanish & English combination safety decals

OPTIONS

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-905-5002-03	Special Imron Industrial Paint (please specify paint color and number) - 12XP Specified: Urethane White	\$ 675.00	\$ 675.00
1	990-RC1512-094	PSI 4.3L, 145 horsepower gas engine without clutch (Includes 3 year / 3,500 hour engine warranty and spark arrestor muffler)	\$ 14415.00	\$ 14415.00
1	700-6000-26	LOR tach with reversing auto feed for PSI 145 horsepower gas engines (Includes 1,000 CCA battery with box) - Panel is mounted on engine shroud with no cover (MACHINES WITH NO WINCH OR BUMP BAR)	\$ 2895.00	\$ 2895.00
1	700-1000-12	NACD Spring Loaded Clutch	\$ 1525.00	\$ 1525.00
1	990-1017-54	Standard frame and drive system included in base price	\$ 0.00	\$ 0.00
1	OPTION-905-5002-20	29" high x 54" wide tapered heavy-duty infeed with weld on pan and infeed deflectors	\$ 575.00	\$ 575.00
1	OPTION-915-5000-47	Spring Loaded Tool less Trap Door	\$ 250.00	\$ 250.00
1	OPTION-905-5001-73	Single 8,000 pound Torflex EZ lube electric brake axle	\$ 975.00	\$ 975.00
1	OPTION-980-5000-22	(2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)	\$ 540.00	\$ 540.00
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)	\$ 0.00	\$ 0.00
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00
1	OPTION-980-100027	Aluminum Bolt On Chock Holders (Does not include chocks)	\$ 130.00	\$ 130.00
1	OPTION-980-5001-03	Rubber Wheel Chocks (2)	\$ 90.00	\$ 90.00
1	OPTION-905-5000-71	Hoop style cone holder (weld on)	\$ 175.00	\$ 175.00
1	OPTION-905-5001-91	Non skid coating on tongue and all step on areas	\$ 175.00	\$ 175.00
1	OPTION-905-5000-15	Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord	\$ 45.00	\$ 45.00

CUSTOMER TOTALS

Total Unit Price: \$ 53650.00
Customer Total: \$ 53650.00

DIRECT SALE TOTALS

Total Unit Price:		\$ 53650.00
Direct Sale Discount:	20.00 %	- \$ 10730.00
Net Unit Price After Direct Sale Discount:		\$ 42920.00
Freight/Shipping Charges:		\$ 150.00
Total Direct Sale Price:		\$ 43070.00

COMMENTS

PRICING REFLECTS MI DEAL 171-190000000301

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

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

Held on Monday, July 25, 2022
In the Council Chambers at City Hall

Members Present: Grimminck, Barnes, Williamson, Antaya, Madarang, Briggs, Ward

Members Absent: Gorman

Staff: Director ConnerWellman; City Clerk Miller

Guests: Kelly Ward; Mike Judd

Chair Grimminck called the meeting to order at 7:01 P.M.

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

Motion by Williamson, supported by Madarang, to excuse the absence of City Manager Gorman.
All in favor. Adopted.

Under Public Comment, Mike Judd thanked the City for its hospitality in hosting the Saginaw Voyageurs Reenactors who visited Portland on Saturday, July 23, 2022 as they traveled down the Grand River to Lake Michigan.

Motion by Williamson, supported by Briggs, to approve the minutes of the June 27, 2022 meeting as presented.
All in favor. Adopted.

Motion by Williamson, supported by Madarang, to approve both the July 2022 Treasurer's Reports.
All in favor. Adopted.

Under Team Reports, Director ConnerWellman stated it was a very good meeting. Many individuals volunteered to help with various tasks.

Under Old Business, Director ConnerWellman noted she still needs the Board Member Agreements signed by a couple of board members and provided an update on the 4th of July fireworks. The fireworks on the 4th of July was a very a good event, there a couple of minor details to clean up for the event next year scheduled for June 30, 2023.

Under New Business, the Board Members introduced themselves to new member Becky Ward and she introduced herself.

The Election of Officers was held.

Motion by Antaya, supported by Briggs, to nominate all of the current officers to remain for the next year.

All in favor. Adopted.

Director ConnerWellman provided updates on planning for Beerfest, scheduled to be held August 13, 2022. Volunteers and sponsors at the \$250 level are still needed. There are currently 25 volunteers signed up of the 85 needed for the event.

Director ConnerWellman presented renditions of artwork to be painted on the garage doors of the property at 103 E. Grand River Ave.

Motion by Williamson, supported by Antaya, to accept option #4 to be painted on the garage doors at 103 E. Grand River Ave.

All in favor. Adopted.

Director ConnerWellman noted the Bi-Annual DDA-TIF Public Meeting will be held at 7:00 P.M. on September 26, 2022 with the DDA Board Meeting to follow.

Under the Director Report, Director ConnerWellman presented her downtown report and provided an anonymous letter received by the City in opposition to the design for the Kent Street Improvement Project.

There was discussion.

Under Board Member Comments, Member Briggs expressed concern with the speeding on Kent Street and suggested additional speed limit signs be added.

There was discussion.

Motion by Williamson, supported by Antaya, to adjourn the meeting at 7:51 P.M.

All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary



Date: August 22, 2022

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

PRINCIPAL & INTEREST ACCOUNT

		<u>AMOUNTS</u>
PREVIOUS BALANCE:	<u>6/30/2022</u>	\$ 501.78
NEW BALANCE:	<u>7/31/2022</u>	<u>\$ 501.78</u>

PRIME ACCOUNT

PREVIOUS BALANCE:	<u>6/30/2022</u>	\$ 25,130.07
DEPOSITS:		\$ (583.91)
Due to customers:		\$ -
NEW BALANCE:	<u>7/31/2022</u>	<u>\$ 24,546.16</u>

REGULAR ACCOUNT

PREVIOUS BALANCE:	<u>7/25/2022</u>	\$ 313,749.46
INTEREST EARNED:		\$ 27.32
DEPOSITS:		
Beerfest Receipts		\$ 202.30

CHECKS WRITTEN:

Ck No.	Payee:	<u>AMOUNTS</u>
	Admin charge August 2022	\$ 300.00
	Bank fee - Fraud Protection	\$ 30.00

1-Between checks

2306-2321	BEERFEST checks and in-between meeting checks (see attached)	\$ 14,948.87
		\$ -
2322 & 2323	City of Portland, Reimbursements for credit card, phones, postage, etc.	\$ 2,166.62
2324	Hometown Sports, Beerfest T-shirts	\$ 1,050.00
2326	Kurt Fedewa, Article	\$ 25.00
2325	Ionia County Economic Alliance, Business Development	\$ 500.00
2327	Michigan Downtown Association, Membership dues	\$ 125.00
2328	Sid's Flower Shop, LLC, Christmas Garland	\$ 1,674.00
		\$ (20,819.49)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 07/17/2021 - 08/16/2022	<u>\$ (6,224.27)</u>
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TOTAL EXPENSES:	<u>\$ (27,043.76)</u>
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NEW BALANCE:	<u>8/16/2022</u>	<u>\$ 286,935.32</u>
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“The City of Portland is an equal opportunity provider and employer.”

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

August 24, 2022
July 1-31, 2022

Kwh Consumed	3,745,079
DIESEL PRODUCTION	0
HYDRO GENERATION	103,961

Total Kwh Purchased	3,641,118	Total Dollars Paid	\$ 307,810.29
----------------------------	------------------	---------------------------	----------------------

Kwh Billed

Residential	2,138,303
Commercial	953,816
Large General	764,480
City St. Lites Metered	6,365
St. Lites Unmetered	
Rental Lights	
Demand	2,053
Total Kwh Billed	3,865,017

Dollars Billed

PCA Billed	\$ 159,309.28
Residential	\$ 267,715.72
Residential EO Charge	\$ 3,744.23
Geothermal Discount	\$ -
Commercial	\$ 120,265.58
Commercial/LG EO Charge	\$ 2,428.93
Large General	\$ 65,203.68
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 612.59
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 227.84
Demand	\$ 16,354.30
Tax	\$ 24,756.66
Total Dollars Billed	\$ 662,180.26

Arrears after billing	\$ 2,289.38
Penalties Added	\$ 2,515.16
Arrears end of month	\$ 38,480.70
Fuel Cost Billed	\$ 97,337.76
Amount Collected	\$ 459,996.26
Total Adjustments	\$ 2,479.75

Power Cost Adj. .04132

Residential Customers	2,246
Commercial Customers	331
Large General	15
Total Customers	2,592

08/05/22



CITY OF PORTLAND
August-22

WATER DEPARTMENT REPORT

MONTH	Jul-22	PERIOD COVERED	July 1-31, 2022
Customers Billed		Penalties Added	\$ 896.79
City	1,881	Dollars Collected	\$ 81,814.43
Rural	24	Arrears at end of Month	\$ 3,817.10
Total Customers	1,905	Adjustments	\$ (9,455.76)
		Gallons Pumped	16,057,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	15,201,436		\$ 85,844.15
Rural	236,685		\$ 2,591.11
Total	<u>15,438,121</u>		<u>\$ 88,435.26</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,820	Dollars Billed	\$112,386.73
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 112,386.73

Penalties Added	\$ 631.95
Dollars Collected	\$ 85,705.39
Arrears at end of Month	\$ 5,910.59
Adjustments	\$ 201.12
Gallons Treated per Million	8.380



City Of Portland
Water Department
Monthly Water Report
July 2022

Monthly Water Production

Well #4	11,071,000 Gallons
Well #5	0 Gallons
Well #6	4,986,000 Gallons
Well #7	0 Gallons

Daily Water Production

Well #4	369,033 Gallons
Well #5	0 Gallons
Well #6	166,200 Gallons
Well #7	0 Gallons

Daily Average Water Production for All Wells

535,233 Gallons

Total Water Production for the Month

16,057,000 Gallons

Total Water Production for the Previous Month

13,494,000 Gallons

Total Production increased by

2,563,000 Gallons

Total Production for This Month from the Previous Year

12,378,000 Gallons

Total Production increased by

3,679,000 Gallons

Rodney D. Smith Jr.
Water Technician

City Of Portland
 Water Department
 Monthly Water Report
 August 2022

Monthly Water Production

Daily Water Production

Well #4 6,589,000 Gallons
 Well #5 0 Gallons
 Well #6 6,692,000 Gallons
 Well #7 6,000 Gallons

Well #4 212,548 Gallons
 Well #5 0 Gallons
 Well #6 215,871 Gallons
 Well #7 194 Gallons

Daily Average Water Production for All Wells 428,613 Gallons

Total Water Production for the Month 13,287,000 Gallons

Total Water Production for the Previous Month 16,057,000 Gallons

Total Production decreased by 2,770,000 Gallons

Total Production for This Month from the Previous Year 14,075,000 Gallons

Total Production decreased by 788,000 Gallons

Rodney D. Smith Jr.
Water Technician

1.1 CONTENTS

1.1	Contents	1
	ADMINISTRATIVE	2
	Action Items	2
	WASTEWATER MAINTENANCE	2
	Operations	2
	WORK PERFORMED ON THE COLLECTION SYSTEM	2
	Emergency Alarm Call- Outs	2
	Daily Flow Summary	3
	APPENDIX "A"	3

APPENDIX "A" BIDS FOR BIOSOLIDS APPLICATION

ADMINISTRATIVE REPORT

ADMINISTRATIVE

The June 2022 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The average influent flow was 360,000 gallons per day. The daily maximum influent flow was 398,000 gallons, which occurred on June 24, 2022. The Monthly Operating Report (MOR) can be provided for upon request.

ACTION ITEMS

- FVOP is diligently investigating the city's copper issue. Several samples have been collected in the sewer collection system and water distribution system. These have been sent out to an independent laboratory for analysis. A report with the findings and possible solutions will be submitted soon. FVOP will continue to investigate this until a solution is found.
- The current contract with Nutrigo Environmental Solutions for the land application of the City's biosolids expires in September 2022. Two (2) bids were submitted and attached in appendix B. It is my recommendation to select the bid from Nutrigo as this would save the city approximately \$30,000 annually compared to the bid from BioTech over the term of the contract.

WASTEWATER MAINTENANCE

Maintenance was completed during the month of June 2022 in accordance with the computerized maintenance management system (CMMS.)

- Staff unclogged and de-ragged all three raw pumps.
- Repaired ferrous pump #1.
- Replaced UV bulbs and harnesses in disinfection bank A
- Replaced water solenoid valve for fine screen in headworks. Changed oil and brush for fine screen in headworks.
- Replace dissolved oxygen probe sensor cap for aeration tank.
- Staff completed 147 routine maintenance workorders.

OPERATIONS

- Power washed the thickener drum.
- Sent out DR-3900 spectrophotometer for calibration.
- Took east and west clarifiers out of service for cleaning and inspection. Changed oil in drives.

WORK PERFORMED ON THE COLLECTION SYSTEM

The following collection system tasks were completed during June 2022:

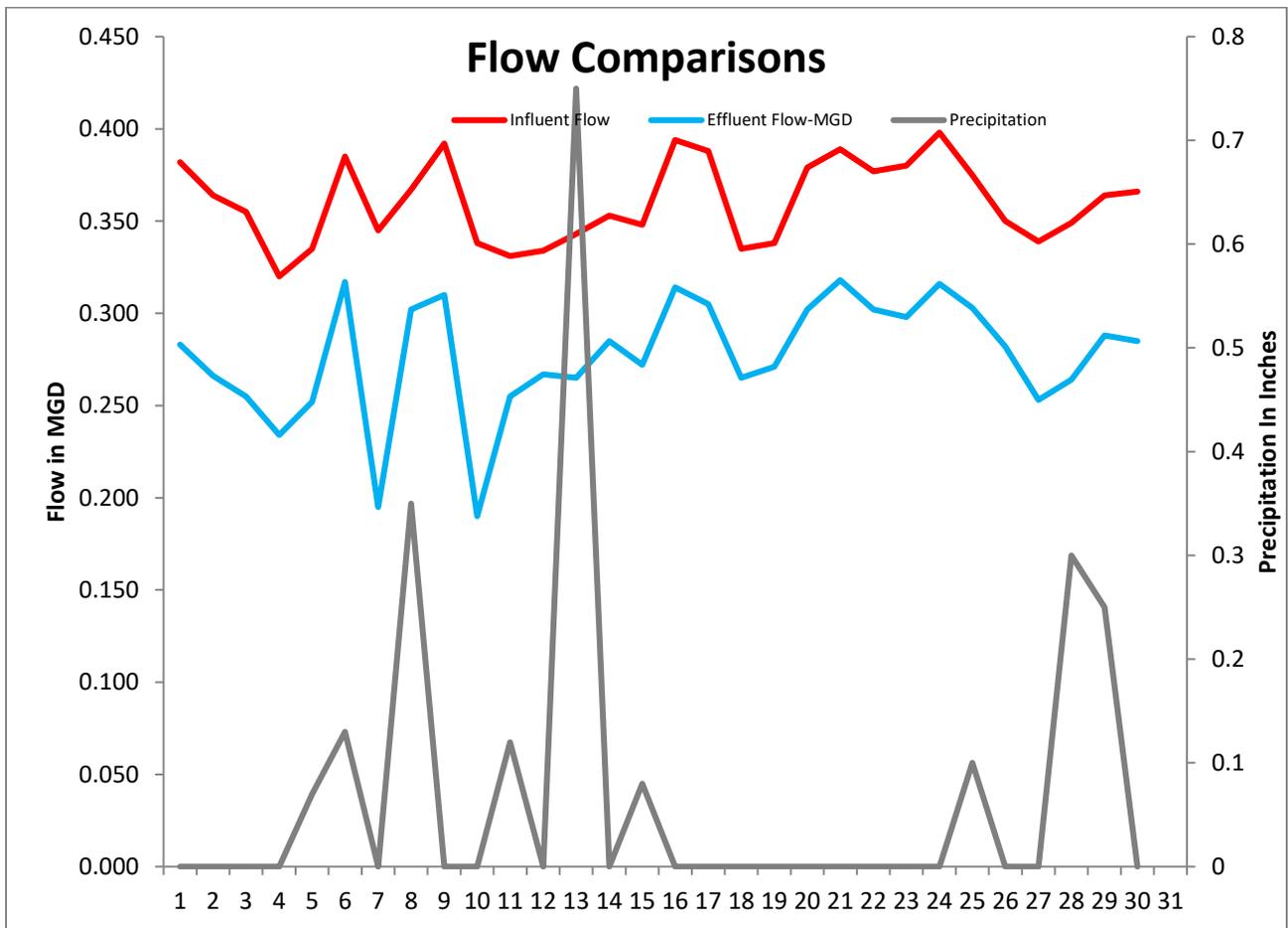
- Several Miss Digs were completed.
- De-ragged pumps at Canal lift station.
- City staff inspected two (2) sewer laterals. Found to be homeowners' responsibility.
- Removed loaner pump at Riverside lift station and placed rebuilt pump. Put into service.
- An estimated 86,100 feet of sewer mains were cleaned.

EMERGENCY ALARM CALL- OUTS

- There were no after- hours emergency call outs during June 2022.

DAILY FLOW SUMMARY

- The wastewater flow was monitored using the facility's influent and effluent flow meters. The chart below shows the flow readings for the month of June 2022. The average influent flow during the period was 360,000 gallons per day and the average effluent flow during the period was 277,000 gallons per day. We had nine (9) days of measurable precipitation which totaled 2.15 inches. The influent flow is higher than the effluent flow due to recycle flows that are metered twice.



APPENDIX "A"



CITY OF PORTLAND

**Proposal for Hauling & Land
Application of Liquid Biosolids**



June 28, 2022

Business Information		Business Details	
Company	NutriGro Environmental Solutions Inc (a subsidiary of Gawne Trucking Inc)	Established	1997
Address	P. O. Box 84 Charlotte, Mi. 48813	Servicing Area	Michigan
Phone number	517-204-4492	Market Served	Municipalities Agricultural Sector
Owner/President	Jamie Gawne	Services	<ul style="list-style-type: none"> Hauling and Land Application of biosolids Digester Cleaning Lagoon Services Agricultural Manure Management
Website	(under construction)	Annual volume hauled	<ul style="list-style-type: none"> 45 million gallons biosolids
Email	jg@nutrigroesi.com	Number of Employees	10
Headquarters	Charlotte, Michigan	Agronomic Competency	NutriGro Environmental Inc. employs a full-time agronomist with over 20 years' experience. We permit and calculate the agronomic rate to ensure compliance with EPA 40 CFR Part 503 regulations and all MDEQ and US-EPA regulations for the land application of wastewater sludge.
Equipment List		Equipment Safety	
12 Semi Trucks 15 top loading tankers-all capable of hauling \geq 10,000 gallons <ul style="list-style-type: none"> (9) 12,000-gallon capacity & (3) 10,000 1 tractor with 8500-gallon spreader 1 tractor with 13,000-gallon spreader 1 tractor with pit pump 1 portable top loading pipe & stand for loading tanker 4 Terragators		Yearly safety inspections Monthly routine maintenance Safety Management Systems Inc. (record keeper) (Records available upon request)	
		Employee Safety	
		CDL-A with Tanker Endorsements Clean driving records Random Screening program OSHA standards	

PROPOSAL
to
City of Portland

**for the Removal, Transportation, Land Application
and Agronomic Management of Biosolids**

June 28, 2022

Nutrigro Environmental Solutions, Inc. ("NutriGro") (Contractor) proposes to provide the labor, materials, and services necessary for the removal, transportation, and land application of Biosolids ("Biosolids") for the city of Portland WWTP (Owner)

I. Responsibilities of Nutrigro

A. Acceptance of Biosolids

Contractor shall accept from the Owner Biosolids that are suitable for beneficial use in a land application program under federal, state, and local laws, rules, and regulations. The acceptance of Biosolids by Contractor does not release the Owner for the ultimate responsibility for the Biosolids meeting Federal and State Regulations. If at any time the Biosolids does not meet Federal and State Regulations or becomes unfit for land application for other reasons, no other method or cost of disposal will be Contractor's responsibility.

B. Biosolids Removal, Loading, and Transport

Contractor shall provide the necessary labor and equipment to dredge Biosolids residual from the Wastewater Treatment Plant, and load Biosolids into transport vehicles, and to transport the Biosolids to suitable farmland application sites in accordance with federal, state, and local laws, rules and regulations. The vehicles utilized for the transportation of Owner's Biosolids shall be watertight and shall not leak.

Contractor understands that the Wastewater Treatment Plant has approximately 100,000-150,000 gallons 3 times per year. Contractor will safely and effectively remove Biosolids residue in such a manner and in sufficient quantities to provide Owner with continuous and adequate operational capacity.

C. Hauling Schedule

Contractor shall land apply biosolids as needed to correlate with available farmland and available Portland WWTP storage. This is 3 times per year.

D. Computation of Quantity Removed

Contractor shall provide to the Owner a copy of a Contractor load sheet which details the following: date, time the truck left the WWTP, truck number, driver name, gallons / weight of Biosolids loaded on the vehicle, and farmer name. One copy of the load sheet(s) will remain with the Owner and the others will remain with Contractor.

E. Land Application of Biosolids Residuals

Contractor shall provide labor and equipment to properly apply the Biosolids by sub-surface application, to suitable application sites at agronomic rates in accordance with all applicable federal, state, and local laws, rules, and regulations.

F. Agronomic Responsibilities

Contractor shall provide agronomic management services that include the location of suitable farmland application sites. Application sites shall meet the requirements for land application sites in accordance with applicable federal, state, and local laws, rules and regulations for the use and application of Biosolids.

G. Reporting Requirements

Contractor shall complete with the assistance of the Owner any state Biosolids disposal sheets as may be required by the Owner's Biosolids management permits that are applicable to the beneficial reuse and land application of the Biosolids.

H. Analyses & Permits

Contractor can provide Biosolids residual analyses for total metals and nutrients required by the IEPA, 40 CFR Part 503 Regulations and the Owner's permit. Contractor has no analysis calculated in the unit price. Contractor shall be responsible for all routine soil fertility analyses associated with land application of Owner's Biosolids during the length of this Contract.

I. Insurance

Contractor shall provide and maintain always during the term of this Agreement the following minimum insurance coverages:

(a) Worker's Compensation (Statutory)	\$500,000
(b) Comprehensive General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products-comp/ops	\$2,000,000
Aggregate	\$2,000,000
(c) Comprehensive Automobile Liability	
Combined Single Limit	\$1,000,000
(d) Umbrella or Excess Liability	\$5,000,000

J. Good Faith

If Contractor is unable to remove and land apply the Owner's Biosolids because of changes in the Biosolids that make it unfit for land application on agricultural land as defined or interpreted by federal, state or local regulatory agencies, or due to circumstances beyond Contractor's control such as inclement weather, frozen soils, or as the result of strikes, acts of God, change in law or permits or other occurrences not reasonably within the range and control of Contractor, Contractor may not be able to land apply Biosolids residual per Federal or State Regulations. If this situation were to arise, Contractor would complete this project as soon as possible after the extenuating circumstances have been remedied or give notice to Owner that new or different alternatives would have to be discussed. The parties agree to negotiate in good faith to resolve the matter.

K. Hold Harmless

Contractor, upon execution of the contract, agrees to assume all liability for and protect, indemnify, and save the City, its agents, officers, and employees harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or death of, any person or persons whomsoever, including the parties hereto, and their agents. Contractor shall pay, settle compromise, and procure the discharge of any and all claims and losses, damages, and expenses. No employee of the contractor shall at any time be considered an agent or employee of the City.

L. Equal Employment Opportunity

Contractor is an Equal Opportunity Employer.

II. Responsibilities of the Owner

A. Access

The Owner shall provide access for Contractor to facilitate the removal of Biosolids from the Owner's facility and shall include access roadways, gates, etc. as applicable. Owner shall also provide access to Owner's property.

B. Biosolids Quality and Permits

The Owner shall provide all information integral to the generation and composition of the Biosolids residuals that are to be land applied. The Owner agrees and hereby certifies that none of the materials to be provided to Contractor under this Agreement shall constitute hazardous waste under federal, state, or local law. The Owner guarantees that it will not combine or mix hazardous waste with the material to be provided to Contractor. The Owner shall provide high quality, nonhazardous, stabilized Biosolids to Contractor that is acceptable for land application.

C. Permits

The Owner agrees to provide copies of all applicable permits and approvals acquired from regulatory agencies to Contractor that are relevant to the proposed work. The Owner shall be responsible for and maintain all required federal, state, and local Biosolids management permits as required by federal, state, or local laws, rule and regulations. The Owner shall abide by and shall have definition and responsibilities as a "preparer" of the Biosolids residual under the requirements of US EPA and IEPA.

D. Material Consistency

Contractor will receive notice from the Owner if any drastic operations changes will be made that will affect the Biosolids residual material to be land applied.

E. Biosolids Residual Quantity

This proposal is based on the Owner's anticipated volumes of approximately 100,000-150,000 gallons 3 times per year of biosolids. If required, the WWTP agrees to supply wash water to Contractor at no cost.

F. Biosolids Residuals Laboratory Analyses

All analyses for the Biosolids will be provided to Contractor by the Owner.

III. Contract Term

Contractor proposes a contract term that is a minimum of three years starting September 2022. The conditions of the contract may be extended if mutually agreed upon by both parties.

IV. Costs

Contractor proposes costs at the following rates:

A. Land Application Services for Biosolids Residuals Removed from Storage Tanks;

Cost of Services

Year 2022

Biosolids hauling and land application - **\$0.09 per gallon.**

Metals & nutrients testing - **\$425.00 per sample**

Fecal coliform testing- **\$425.00 per set of seven**

Digester cleaning - \$500 per hour

Year 2023

Biosolids hauling and land application - **\$0.10 per gallon.**

Metals & nutrients testing - **\$450.00 per sample**

Fecal coliform testing - **\$450.00 per set of seven**

Digester cleaning -\$500 per hour

Year 2024

Biosolids hauling and land application - **\$0.10 per gallon.**

Metals & nutrients testing -. **\$500.00 per sample**

Fecal coliform testing - **\$500.00 per set of seven**

Digester cleaning -\$500 per hour

Fuel Cost and Adjustment

NutriGro Environmental Solutions Inc. shall adjust the cost of services for each hauling event should fuel costs exceed \$3.00 per gallon. The fuel adjustment schedule will be the fixed document used for such purpose throughout the duration of this contract.

The unit price for biosolids management beneficial use services for any given removal operation will be subject to the adjustment below depending on the weekly fuel price (based on the week biosolids removal commences) determined by the United States Department of Energy's Energy Information Administration publication of Retail Prices for the Midwest United States in the On-Highway Diesel Fuel Price Table.

Diesel Price \$/Gallon	% Increase
Below \$3.00	None
\$3.00 - \$3.09	1.0%
\$3.10 - \$3.19	2.0%
\$3.00 and above= 1% increase per each \$0.10 increase in price/gallon.	

(This information is available at the website <http://www.eia.doe.gov>)
(On-Highway Diesel Prices Table - Midwest Column)

V. Payment Terms

Contractor will invoice the Owner on a weekly basis.

- The net amount due of each invoice shall be due in full within fifteen (15) calendar days from the invoice date.
- A two percent (2%) per month late charge will be applied to all unpaid balances greater than thirty (30) calendar days unpaid.

VI. Force Majeure

Contractor will use its commercial best efforts to remove material on an annual basis. If performance is delayed because of acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots or civil disturbances; labor disputes, strikes, Work slowdowns, or Work stoppages; orders or judgments of any Federal, State or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon; power failure and outages affecting the Premises; and any other similar cause or event, including a change in law, regulation, ordinance or permit, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure without penalty. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

Acceptance:

We accept the terms and conditions of this Agreement as prepared and presented to the city of Portland WWTP within 30 days of June 28, 2022.

By signing this Agreement, the individuals guarantee that they have the authority to bind the respective parties in this Agreement.

Submitted by:

Nutrigro Environmental Solutions, Inc.

Date: _____

Accepted by:

The City of Portland WWTP

By:

Date: _____

This proposal is valid for 30 days after today's date.

Current Projects & References			
Project/City (Gawne Trucking)	Mason Waste Water Treatment Plant	Project/City (Gawne Trucking)	Delhi Waste Water Treatment Plant
Contact	Sam Bibler, Plant Superintendent	Contact	Jeff Raines
Phone	517-676-1166	Phone	517-699-3873
Project/City (Gawne Trucking)	Sturgis Waste Water Treatment Plant	Project/City (Gawne Trucking)	City of Marshall
Contact	Tom Sikorski, Plant Superintendent	Contact	Alec Agnatuk
Phone	269-659-7250	Phone	269-781-9814
Project/City (Gawne Trucking)	Michigan State University	Project/City (Gawne Trucking)	City of Mt. Pleasant
Contact	Tony Boughton	Contact	Steve Hein
Phone	517-719-4606	Phone	989-779-5451
Project/City (Gawne Trucking)	Union Township	Project/City (Gawne Trucking)	City of Battle Creek
Contact	Mike Dearing	Contact	Richard Beardslee
Phone	989-775-5574	Phone	269-966-3513
Project/City (NutriGro Env. Sol)	City of Holland	Project/City (NutriGro Env. Sol)	City of Grand Haven
Contact	Bill Grysen	Contact	Dave Krohn
Phone	616-292-2978	Phone	616-847-3485
Project/City (NutriGro Env. Sol)	City of Hart	Project/City	
Contact	Paul Cutter	Contact	
Phone	231-638-1963	Phone	

Here is what we propose for Portland.

Year 2022

Loading, hauling, & land application - \$0.150 cents per gallon

Metals & nutrients testing - \$485.00 per sample

Fecal coliform testing - \$480.00 per set of seven replicates

Equipment mobilization fee - \$3,200.00 lump sum per event

Plus attached fuel surcharge

Year 2023

7.5% increase to all unit rates.

Year 2024

TBD as a result of treatment plant infrastructure improvements.

A formal written proposal can be provided upon request.

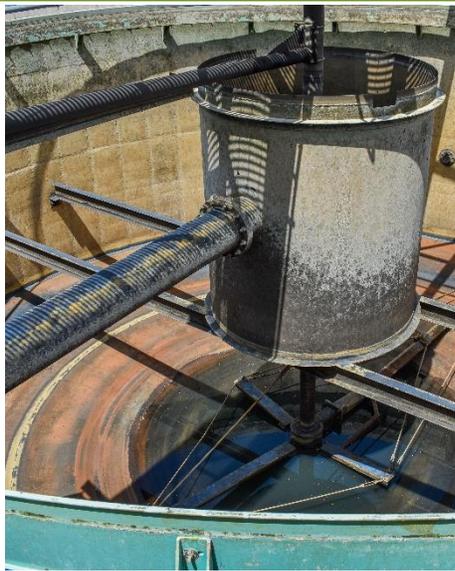
Thanks and please call with any questions

Don Popma

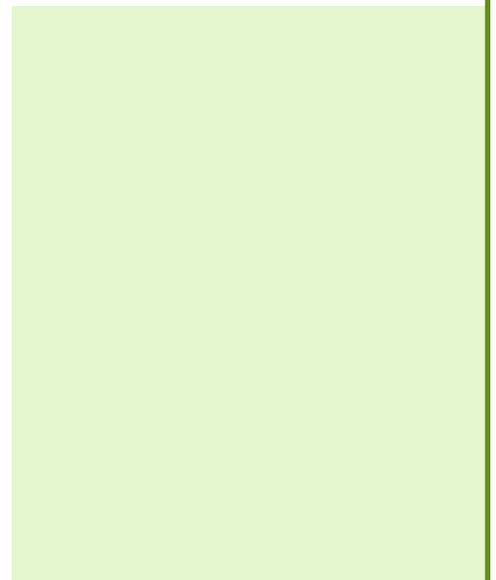
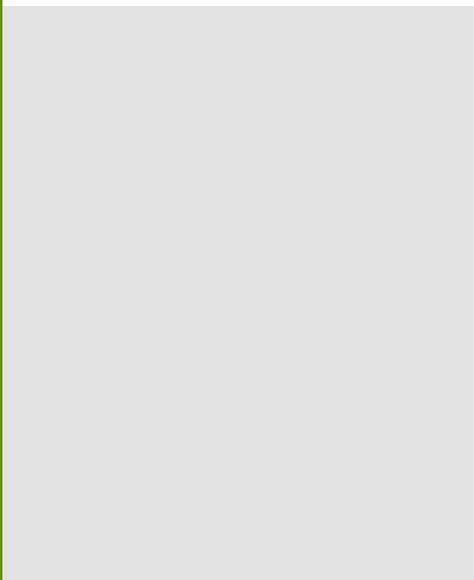
General Manager



**BioTech
Agronomics, Inc.**



The City of Portland Operations & Maintenance Report July 2022



1.1 CONTENTS

1.1	Contents	1
	ADMINISTRATIVE	2
	Action Items	2
	WASTEWATER MAINTENANCE	2
	Operations	2
	WORK PERFORMED ON THE COLLECTION SYSTEM	2
	Emergency Alarm Call- Outs	2
	Daily Flow Summary	3

ADMINISTRATIVE REPORT

ADMINISTRATIVE

The July 2022 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The average influent flow was 270,000 gallons per day. The daily maximum influent flow was 312,000 gallons, which occurred on July 24, 2022. The Monthly Operating Report (MOR) will be provided upon request.

ACTION ITEMS

FVOP is diligently investigating the city's copper issue. Several samples have been collected in the sewer collection system and water distribution system. These have been sent out to an independent laboratory for analysis. A report with the findings and possible solutions will be submitted soon. FVOP will continue to investigate this until a solution is found.

WASTEWATER MAINTENANCE

Maintenance was completed during the month of July 2022 in accordance with the computerized maintenance management system (CMMS.)

- Staff unclogged and de-ragged all three raw pumps.
- Rebuilt both ferrous pumps.
- Replaced gear drive for thickener pump.
- Staff completed 175 routine maintenance workorders.

OPERATIONS

- Maintained solids during thickener gear box swap out.
- DR-3900 spectrophotometer returned from Hach and put into service
- Camera a storm drain for DPW
- UIS performed annual calibration to all flow meters for the plant.
- Pre-bid meetings at plant for SRF plant upgrade project.

WORK PERFORMED ON THE COLLECTION SYSTEM

The following collection system tasks were completed during July 2022:

- Several Miss Digs were completed.
- Camera Grand River for complaint of oil being dumped into sewer. Nothing was found.
- City staff inspected two (2) sewer laterals. Found to be homeowners' responsibility.
- An estimated 5,100 feet of sewer mains were cleaned.

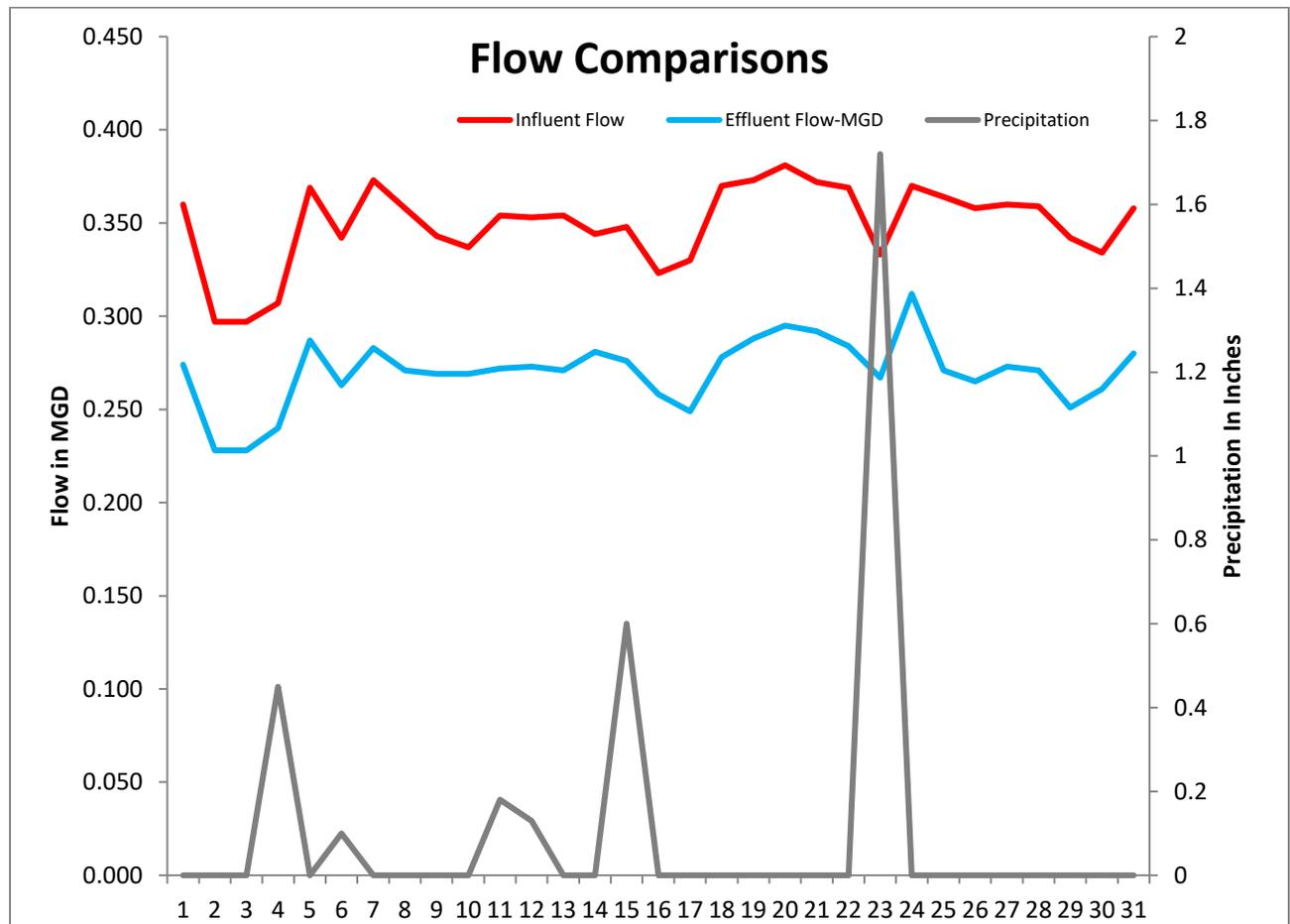
EMERGENCY ALARM CALL- OUTS

There was one (1) after- hours emergency call out for July 2022.

On July 21st Cook Brothers called for assistance to camera a line they were excavating.

DAILY FLOW SUMMARY

The wastewater flow was monitored using the facility’s influent and effluent flow meters. The chart below shows the flow readings for the month of July 2022. The average influent flow during the period was 349,000 gallons per day and the average effluent flow during the period was 270,000 gallons per day. We had six (6) days of measurable precipitation which totaled 3.18 inches. The influent flow is higher than the effluent flow due to recycle flows that are metered twice.



Portland EO Report



District: Portland

Portland Summary							
Program	Applications Count	kWh Goal	kWh Savings	% to Goal	Incentive Budget	Incentives	% to Budget
C&I	1	101,267	28,288	27.93%	\$12,152	\$2,000	16.46%
MPPA - Prescriptive Program - 2022	1	101,267	28,288	27.93%	\$12,152	\$2,000	16.46%
Residential	11	92,309	6,255	6.78%	\$12,000	\$609	5.08%
MPPA - Appliance Recycling - 2022	4	11,685	4,540	38.85%	\$1,519	\$200	13.17%
MPPA - High Efficiency Products and HVAC - 2022	6	7,011	1,145	16.33%	\$911	\$350	38.42%
MPPA - Residential Lighting - 2022	1	73,613	570	0.77%	\$9,570	\$59	0.62%

Program Summary

Customer	Status Date	kWh Savings	Incentive
C&I		28,288.00	\$2,000.00
Batched			
St. Patrick's Catholic Church - 140 Church (3)	02/25/2022	28,288.00	\$2,000.00
Residential		6,254.94	\$609.34
Batched			
BRYAN SCHEURER - 402 BLOSSOM DR	02/11/2022	59.90	\$25.00
Christian Jensen - 7800 Friend Rd-2	02/11/2022	59.90	\$25.00
Mary Ann Reid - 1005 E Bridge St	02/11/2022	570.00	\$59.34
Colleen French - 930 Cherrywood Cir	05/20/2022	1,135.00	\$50.00
Philip Huber - 535 Kearney Street	06/10/2022	608.65	\$160.00
Suzanne Seal - 7739 Knox Rd	06/17/2022	296.09	\$75.00
JORDAN D SMITH - 121 ELM ST-3	07/01/2022	40.80	\$25.00
Bethaney French - 112 E Bridge St (1)	07/15/2022	1,135.00	\$50.00
Janet Pasikowski - 213 Knox Ave (1)	07/15/2022	1,135.00	\$50.00
JORDAN D SMITH - 121 ELM ST (4)	07/15/2022	1,135.00	\$50.00
Nick Lefke - 900 Marshall St-7	07/15/2022	79.60	\$40.00

Component Detail

C&I

Project ID	Component	Account_ Number	Total Qty	kWh/Unit	kWh Savings	Incentive/ Unit	Incentive
Batched							
a0R8b00000M TOlgEAP	St. Patrick's Catholic Church - 140 Church (3)						
	Total Project Cost: \$2,900.00						
	Install Complete: 2/7/2022						
	<i>Interior HID to High Bay LED - Tube Lamp Only Replacement - MPPA 2022</i>	17-03900-1	6,800	4.16	28,288.00	0.3	2,040.00

Residential

Project ID	Component	Account_ Number	Total Qty	kWh/Unit	kWh Savings	Incentive/ Unit	Incentive
Batched							
a0R8b00000N ZOJIEAP	Bethaney French - 112 E Bridge St (1)						
	Total Project Cost:						
	Install Complete: 6/29/2022						
	<i>Refrigerator Recycling - MPPA 2022</i>	01-06330-23	1	1,135.00	1,135.00	50	50.00
a0R8b00000M WySKEA1	BRYAN SCHEURER - 402 BLOSSOM DR						
	Total Project Cost: \$1,929.99						
	Install Complete: 12/31/2021						
	<i>ENERGY STAR Refrigerators Freezers - Bottom Freezer - MPPA 2022</i>		1	59.90	60.00	25	25.00
a0R8b00000M X7fxEAD	Christian Jensen - 7800 Friend Rd-2						
	Total Project Cost: \$1,999.00						
	Install Complete: 4/17/2021						
	<i>ENERGY STAR Refrigerators Freezers - Bottom Freezer - MPPA 2022</i>	13-05700-3	1	59.90	60.00	25	25.00
a0R8b00000K xYStEAN	Colleen French - 930 Cherrywood Cir						
	Total Project Cost:						
	Install Complete: 3/30/2022						
	<i>Refrigerator Recycling - MPPA 2022</i>	13-18100-5	1	1,135.00	1,135.00	50	50.00
a0R8b00000N ZO84EAH	Janet Pasikowski - 213 Knox Ave (1)						
	Total Project Cost:						
	Install Complete: 6/29/2022						
	<i>Refrigerator Recycling - MPPA 2022</i>	07-11300-1	1	1,135.00	1,135.00	50	50.00

a0R8b00000N JORDAN D SMITH - 121 ELM ST (4)
Z8QcEAL

Total Project Cost:

Install Complete: 6/9/2022

Refrigerator Recycling - MPPA 2022 03-08700-6 1 1,135.00 1,135.00 50 50.00

a0R8b00000N JORDAN D SMITH - 121 ELM ST-3
Q37KEAT

Total Project Cost: \$699.00

Install Complete: 6/7/2022

ENERGY STAR Refrigerators Freezers - Top Freezer - MPPA 2022 03-08700-6 1 40.80 41.00 25 25.00

a0R8b00000M Mary Ann Reid - 1005 E Bridge St
Xq8tEAD

Total Project Cost: \$59.34

Install Complete: 11/30/2021

LED A-line 800-1099 Lumen output replacing Inc/Hal - MPPA Res Ltg 2022 100028071 205 20 28.50 570.00 4 80.00

a0R8b00000N Nick Lefke - 900 Marshall St-7
SyVQEA1

Total Project Cost: \$1,390.00

Install Complete: 6/28/2022

ENERGY STAR Freezers - Upright Freezer - MPPA 2022 11-16300-1 2 39.80 80.00 20 40.00

a0R8b00000N Philip Huber - 535 Kearney Street
EKs5EAH

Total Project Cost: \$11,900.00

Install Complete: 5/5/2022

Central Air Conditioner - 17 SEER - MPPA 2022 05-044450-1 1 467.39 467.00 150 150.00

Programmable Thermostat - MPPA 2022 05-044450-1 1 141.26 141.00 10 10.00

a0R8b00000N Suzanne Seal - 7739 Knox Rd
GZKPEA5

Total Project Cost: \$4,600.00

Install Complete: 5/16/2022

Central Air Conditioner - 15 SEER - MPPA 2022 13-14150-1 1 296.09 296.00 75 75.00

IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
AUGUST 30, 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)
 - B. Approve per diem and millage
 - C. Approve payments of General Fund Payroll and accounts payable for the month of July 2022- \$1,094,392.06
 - D. Approve payments of Health Department payroll and accounts payable for the month of July 2022-\$ 107,235.96
 - E. Approve payments of Road Department payroll and accounts payable for the month of July 2022-\$ 935,031.34
- VII. Unfinished Business**
- VIII. New Business**
 - A. Reappointment to Commission on Aging Board-3 Year Term
 - Vicki Pohl
 - B. Appointment to Park Advisory Board- Term Ending January 2023
 - Ally Cook
 - C. Request Letter of Support for Materials Management Engagement Grant Application – Melissa Eldridge
 - D. Request Approval of Contract # 22-14 Pavement Marking Bid – John Niemela
 - E. Request Approval of Contract # 22-17 HMA Paving Marking Bid- John Niemela
 - F. Request Approval of Jail Parking Lot Widening Bid – Rod Steele
 - G. Request Approval of Washington Street Parking Lot Repairs/Repaving – Rod Steele
- IX. Department Reports**

X. Reports of Officers, Boards, and Standing Committees

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

XI. Reports of Special or Ad Hoc Committees

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

XIII. Closed Session

- A. Closed Session to Review and Consider the Contents of Applications Received for Appointment as County Administrator (MCL 15.268(f)).

XIV. Additional New Business (no staff report)

- A. Direct the MML Facilitator to contact applicants numbered ____, ____, & ____ to determine their interest in interviewing for the position of County Administrator. NOTE: Interviews will be conducted at the Board of Commissioners meeting beginning at 8:30 am, on Saturday, September 24, 2022. Candidates will be identified by name on the agenda for this meeting.

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
- Central Dispatch-One-two-year Emergency Medical Representative 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, Representative from the Fishing and Hunting Club, Member-at-Large from Lyons Area
- West Michigan Regional Planning Commission-Two-One-year term
- Land Bank Authority- two-three-year term
- Solid Waste Planning Committee-three-two-year term, one serving as industrial waste generator representative, one management industry, and one regional Solid Waste Planning Agency rep.

Appointments for consideration in the month of August 2022:

- Substance Use Disorder Oversight Policy Board

Appointments for consideration in the month of September 2022:

- Commission on Aging Board