



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

7:00 P.M. Monday, September 19, 2022

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u></b> (5-minute time limit per speaker)	
7:05 PM	<b>V. <u>City Manager Report</u></b>	
7:05 PM	<b>VI. <u>Presentations</u></b>	
7:15 PM	A. DDA Director ConnerWellman – Downtown Report	
7:15 PM	<b>VII. <u>Public Hearing(s)</u></b> - None	
7:15 PM	<b>VIII. <u>Old Business</u></b> - None	
7:15 PM	<b>IX. <u>New Business</u></b>	
7:25 PM	A. Proposed Resolution 22-74 Approving the City Manager’s Proposed Appointment of Kara Dougherty as the City Assessor	Decision
7:27 PM	B. Proposed Resolution 22-75 to Amend the Budget for Fiscal Year 2022-2023	Decision
7:30 PM	<b>X. <u>Consent Agenda</u></b>	
7:30 PM	A. Minutes & Synopsis from the Regular City Council Meeting held on September 6, 2022	
7:30 PM	B. Payment of Invoices in the Amount of \$116,971.54 and Payroll in the Amount of \$123,325.79 for a Total of \$240,297.33	
7:30 PM	C. Purchase Orders over \$5,000.00 1. Portland Area Fire Authority in the Amount of \$31,504.51 for 2 <sup>nd</sup> Quarter Fire Services	Decision
7:30 PM	<b>XI. <u>Communications</u></b>	
7:30 PM	A. Planning Commission Minutes for August 10, 2022	
7:30 PM	B. Wastewater Treatment Plant Report for August 2022	
7:30 PM	C. Ionia County Board of Commissioners Agenda for September 13, 2022	
7:30 PM	D. Ionia County Board of Commissioners Agenda for September 20, 2022	
7:30 PM	E. MPSC Notice of Hearing for Consumers Energy	

<b><u>Estimated Time</u></b>
7:42 PM
7:45 PM
7:50 PM
7:55 PM

**XII. Other Business** – None

**XIII. City Manager Comments**

**XIV. Council Comments**

**XV. Adjournment**

<b><u>Desired Outcome</u></b>
Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-74**

**A RESOLUTION APPROVING THE CITY MANAGER’S PROPOSED APPOINTMENT OF KARA DOUGHERTY AS THE CITY ASSESSOR**

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

**WHEREAS**, the City issued an RFP (Request for Proposal) for assessing services; and

**WHEREAS**, the City Manager and Finance Director agreed that the best candidate is Kara Dougherty, a certified Level II Assessor, a copy of the proposed agreement is attached as Exhibit A; and

**WHEREAS**, the City Manager proposes to appoint Kara Dougherty as the Portland City Assessor.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The City Council approves the appointment of Kara Dougherty as the Portland City Assessor.
2. The City Council approves, authorizes, and directs the Mayor and Clerk to sign an Agreement for Professional Assessor Services with Kara Dougherty, a copy of which is attached as Exhibit A.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** September 19, 2022

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

# AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

**THIS AGREEMENT** made and entered into this \_\_\_\_\_, by and between the **City of Portland**, 259 Kent Street, Portland, MI 48875, herein referred to as "**City of Portland**" and **Kara Dougherty of Dougherty Assessing**, 1666 S. Broadway St., Hastings, MI 49058, herein referred to as "**Assessor**"

## WITNESSETH:

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

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

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

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

## **SECTION I: BASIC SERVICES OF THE ASSESSOR**

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

### **1.1 General Duties:**

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

## **1.2 Time Allocation/Office Hours:**

During the term hereof, the Assessor shall perform sixteen (16) hours of assessing work per week for the City of Portland during the contract term. Each week the Assessor will maintain a minimum of eight (8) office hours at the City of Portland City Hall at the above address for public appointments and other annual assessing work. During the time dedicated to "office hours," the Assessor will minimize any necessary field work and endeavor to remain available to walk-in and phone traffic from taxpayers. The parameters of Assessor time allocation are further described below:

- A. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours (subject to modification by mutual agreement).
- B. Days spent at the Small Claims Division of the Michigan Tax Tribunal shall not count as office days.
- C. If specified office days of the Assessor fall on a day recognized as a holiday to the City of Portland employees, then it will be recognized as a holiday by the Assessor. However, an alternate day agreeable to both parties may be requested if needs of service indicate a necessity.
- D. Up to three in-office days per year may be designated as "vacation" by Assessor with only remote services provided. If no contact at all (due to travel) is expected during a week when the in-office day is to be skipped, a prior agreement will be reached with the City of Portland in advance.

## **1.3 Public Relations/Customer Service:**

In addition to the hours specified in Paragraph 1.2, the Assessor agrees to meet with or contact residents and City of Portland staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls, voicemail messages, e-mails, and faxes directed to the Assessor will be responded to in a timely manner, expected within 1 business day of receipt by the Assessor.

## **1.4 New Construction/Loss Adjustment:**

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

## **1.5 Economic Condition Factors (ECF):**

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

## **1.6 "Proposal A" Requirements:**

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

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

## **1.7 Assessment Roll Preparation and Records:**

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

## **1.8 Annual Reports:**

The Assessor shall prepare a report annually summarizing the entire year that shall advise of the overall activities, progress, problems, and corrective measures regarding the various aspects of the duties of the Assessor under this Agreement. The City of Portland shall have the right at any time to require the Assessor to make available to the City of Portland, within 48 hours of notice being provided, all records and documents developed and maintained by the Assessor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to the City of Portland by the Assessor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

## **1.9 Board of Review:**

The Assessor shall be available to act as Secretary for each of the March, July, and December Board of Review sessions. All Board of Review sessions shall be scheduled as provided in the City of Portland's ordinances, resolutions, and/or Charter, and within the time limits prescribed by state law, but the City of Portland agrees to allow what flexibility is permitted should the Assessor's schedule require it.

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

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

If the Assessor is unable to attend any sessions, the Assessor must supply the City of Portland Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

**1.10 Sales and Appraisal Studies:**

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

**1.11 Forms:**

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

**1.12 Defense of Appeals:**

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

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

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

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

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

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

**1.13 Five-Year Assessment Cycle:**

This Agreement shall include an annual review of 20% of the properties in each class within the City of Portland and the Assessor will arrange for any necessary inspections outside of the contracted 16 hours per week. Should the City of Portland desire all properties to be reappraised in mass, there may be additional charges as well as an Agreement addendum pursuant to Section 5.1.

**1.14 Personal Property Statements, Canvas, and Audits:**

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

**1.15 Equalization:**

The Assessor will ensure that the Assessment Roll turned over to the Board of Review in March will not result in any adjustment being applied by the County Equalization process and will caution the Board of Review if any adjustment the Board might be considering risks having such an adjustment be made.

The assessor will strive to achieve a final Assessment Roll with each class of property being assessed between 49% and 50% as required by state law. The Assessor shall represent the City of Portland when requested by the Portland City Manager by attending any annual Ionia County Equalization meetings.

**1.16 Land Division Applications:**

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

**1.17 Assessor Certification:**

The Assessor shall maintain their certificate in good standing with the State Tax Commission of Michigan and comply with all annual education requirements.

**1.18 Transportation and Equipment:**

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

**1.19 Tax Increment Finance Authority:**

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

**1.20 Assessor's Recommendations:**

On or before December 31, 2022, at the Portland City Manager's request, and each year thereafter, the Assessor shall prepare written recommendations and conclusions regarding the current state of the City of Portland's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Assessor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations, and guidelines. Such a report shall be submitted to the Portland City Manager for their review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Assessor under this Agreement.

**1.21 Security of Information:**

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

**1.22 Additional Services:**

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

**SECTION II: TERM OF OF AGREEMENT**

**2.1 Contract Period:**

The Assessor shall commence the performance of the services herein required on \_\_\_\_\_. Unless sooner terminated, or an amendment with the addition of another participating municipality, this Agreement shall, by its terms, expire on \_\_\_\_\_, 2025.

**2.2 Mutual Right of Termination:**

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

**2.3 Termination for Cause or Breach:**

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

**2.4 Notice of Termination:**

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

**2.5 Amendment/ Renegotiation:**

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided, that no such amendment

or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City of Portland desires to have the Assessor continue on a month-to-month basis, the compensation will be that which existed for the final month of the previous term, that being August of 2025 unless said compensation is renegotiated between the parties.

### **SECTION III: PAYMENT**

#### **3.1 Compensation for Basic Services:**

During the term of this Agreement, which shall be from \_\_\_\_\_ through \_\_\_\_\_, 2025, unless sooner canceled or terminated under the provisions of Section II herein, the City of Portland agrees to pay to Assessor for performance of the Basic Services set forth in Section I of this Agreement as follows:

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

Year One: \$38,000.00, payable in installments as agreed to by the City of Portland.<sup>1</sup> Year Two: \$39,140.00 (3% increase from Year One base amount). All other payment terms are the same.  
Year Three: \$40,314.00 (3% increase from Year Two base amount). All other payment terms are the same.

The assessor shall be solely responsible for insurance, taxes, and benefits for the Assessor and other persons providing services and shall hold the City of Portland harmless therefrom.

#### **3.2 Proration of Payments on 90-Day Termination:**

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

### **SECTION IV: CITY OF PORTLAND RESPONSIBILITIES**

#### **4.1 Basic Data:**

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

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<sup>1</sup> First payment of this Agreement will be pro-rated.

#### **4.2 Office Equipment**

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

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

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

#### **4.3 Computer:**

The City of Portland shall supply computer hardware, software, and peripherals necessary to fulfill the Assessor's duties under this Agreement. The City of Portland shall provide the assessor with Pivot Point Software (the cost of which is approximately \$750 a year. If the City of Portland does not have an ArcGis online account, there will be an annual additional \$500 for the ArcGis online account.) The City of Portland will maintain the hardware, software, and peripheral equipment through a regular maintenance program.

#### **4.4 Map Maintenance/Tax Roll Printing:**

The Assessor shall assume the responsibility for preparing the assessment notices, which will print and mail the assessment change notices during the term of this Agreement. The Assessor shall be provided with digital parcel maps.

#### **4.5 Office Supplies:**

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

**4.6 Legal Counsel:**

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

**SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES**

**5.1 Additional Services (Pricing/Reappraisal):**

In the event that the City of Portland desires to implement some or all of the recommendations made by the Assessor as herein contemplated, the City of Portland may request and the Assessor shall provide such services as are desired by the City of Portland, provided, however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent, and timetable for the performance of such additional services and establish the rate of compensation.

**5.2 Implementation/Responsibility:**

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

**SECTION VI: MISCELLANEOUS PROVISIONS**

**6.1 Relationship Between City and Assessor:**

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

**6.2 Indemnification/Insurance:**

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

The Assessor shall report as self-employment income all compensation received by the Assessor pursuant to this Agreement. The Assessor shall indemnify the City of Portland and hold it harmless from and against all claims, damages, losses, and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any

obligation imposed by law on the City of Portland to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by the Assessor pursuant to this Agreement. The Assessor shall not be entitled to receive any vacation or illness payments or to participate in employee benefit plans for the City of Portland's employees.

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

**6.3 Non-Assignability:**

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of an assessing Services Contract, and as the City of Portland's decision to contract with Assessor is based in part on the perceived expertise and ability of the Assessor, it is agreed that the Assessor's duties and obligations hereunder may not be assigned, transferred, nor conveyed without the advance written approval of the City of Portland. Nothing in this Agreement shall prevent Assessor from employing such employees or agents, as Assessor shall deem reasonably necessary in the performance of this Agreement. Also, in the event that vacation, illness, injury, or incapacity in any form, whether elective or imposed, should cause the Assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Assessor shall provide the City of Portland, at Assessor's expense, a certified MCAO Assessor to perform any and all such functions as required by this Agreement for the complete term of absence or incapacity. The City of Portland reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill in" for the Assessor for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

**6.4 Professional Standards:**

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

**6.5 Ownership of Documents:**

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

**6.6 Attorney's Fees:**

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

**6.7 Validity:**

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

**6.8 Survival:**

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

**6.9 Controlling Law/Venue:**

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

**6.10 Covenant Not To Discriminate:**

The parties agree not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly

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

**6.11 Modification of Agreement:**

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

**6.12 Entire Agreement:**

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

**6.13 No Waiver/ Modification:**

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

**6.14 Notice, Other Communications:**

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

**6.15 Governmental Immunity:**

Nothing in this Agreement shall act to waive governmental immunity nor any defenses available to the City of Portland or its elected or appointed officials, officers, employees, or agents under the Michigan Governmental Immunity Act, being 1964 PA 170, as amended, MCL 691.1401, et seq; or any other defenses which may be available to, their elected and appointed officials, officers, employees, and agents.

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

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

CITY OF PORTLAND

\_\_\_\_\_  
James E. Barnes, Mayor

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
Kara Dougherty, MCAO  
Dougherty Assessing

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
Monique Miller  
City Clerk

Date: \_\_\_\_\_, 2022

EXHIBIT A  
PROPOSAL

# KARA DOUGHERTY

1666 S. Broadway, Hastings, MI 49058 · 616-299-6553

[Kara.dougherty18@gmail.com](mailto:Kara.dougherty18@gmail.com) · <https://www.linkedin.com/in/kara-dougherty-51638a1b>

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City of Portland  
Attn: Mindy Tolan, City Treasurer  
259 Kent Street  
Portland, MI 48879

**DEAR MISS TOLAN,**

I am writing to express my interest in the City of Portland Assessing position. I appreciate you reaching out to me to let me know that this position was open again.

I am confident that my level of education, experience, and extensive knowledge of planning & zoning, master plans, assessment, and the government has placed me in the perfect position to offer outstanding service and professionalism to The City of Portland.

I am a Certified Zoning Administrator for Bedford Charter Township. I hold an MCAO license and a Bachelor's of Science from Ferris State University in Integrated Studies, I have earned my certification as a Citizen Planner and completed my Master Planner Certification from Michigan State Extension.

I have developed exceptional communication skills and an analytical mindset with a desire for knowledge and personal growth.

You will see from my enclosed resume that I meet all of these qualifications and more.

I would very much like to discuss opportunities with The City of Portland. To schedule an interview, please call me at 616-299-6553 or email me at [kara\\_dougherty@att.net](mailto:kara_dougherty@att.net). Thank you for taking the time to review my resume. I look forward to talking with you.

Sincerely,

Kara Dougherty

# KARA DOUGHERTY

1666 S. Broadway St., Hastings, MI 49058 · 616-299-6553

[kara\\_dougherty@att.net](mailto:kara_dougherty@att.net) · [www.linkedin.com/in/kara-dougherty-51638a1b](http://www.linkedin.com/in/kara-dougherty-51638a1b)

Ambitious and enthusiastic individual, who excels at unconventional problem-solving. Enthusiastic team player who is knowledgeable about community development, planning, zoning, and assessing. Excellent listening, communication, leadership skills, and training.

## EXPERIENCE

**JUNE 2021 – CURRENT**

**BUILDING, ZONING & MARIJUANA ADMINISTRATOR**, BEDFORD CHARTER TOWNSHIP

Reviews & processes building, marijuana applications, and zoning requirements, issue permits, and licenses, and records, and inspection results. Assists the Township Board, the Planning Commission, and the Zoning Board of Appeals in the processing and administering of all zoning appeals and variances, special land use permits, planned unit developments, and amendments to the Zoning Ordinance, in accordance with the Master Plan. Collect and reconcile build department funds.

**MAY 2020 – CURRENT**

**ASSESSOR ASSISTANT**, JOHNSTOWN, LEROY, AND NEWTON TOWNSHIPS

Assist with the input of Deeds, Property Transfer Affidavits, and P.R.E's. Update Property details from appraisal into BSA. Create property sketch in BS&A. Electronically scan and file all property records. Help the assessor with the annual mailings throughout the year. Assist with property appraisal, inspections, township meetings, and general office work.

**OCTOBER 2020 – JUNE 2021**

**PROPERTY APPRAISER**, BARRY COUNTY EQUALIZATION

Conducts field inspections and interviews property owners to verify property data and the correctness of property descriptions and features. Assists the Equalization Director/Deputy with equalization sales studies. Use BS&A Software & Apex for record-keeping and data input. Prepare reports to compile and analyze assessment changes and special reports for assessment rolls. Gathers and organizes data from deeds, and tax rolls. parcel maps, and descriptions for sales studies and appraisals. Reviews sales studies for accuracy to make sure the data is correct including any splits or multiple parcel sales.

**JULY 2020 – OCTOBER 2020**

**PROPERTY DESCRIPTION CLERK**, BARRY COUNTY EQUALIZATION

Review legal description on Deeds for accuracy and input sales data into BS&A software & use Apex Sketch. Compute acreages and produce aerials. Assist Deputy Director in fieldwork. Assist customers with questions and explain the process of Equalization. Answer phones, handle

mailings, sort potential properties, and complete preliminary workup. Input Death Certs for sale studies. Provides general office clerical support.

## **EDUCATION**

**AUGUST 2017**

**BACHELOR OF SCIENCE – INTEGRATED STUDIES, FERRIS STATE UNIVERSITY**

Graduated with Honors

**AUGUST 2013**

**ASSOCIATES OF SCIENCE, KELLOGG COMMUNITY COLLEGE**

Graduated with Honors. Phi Theta Kappa, an invitation-only International Honors Society.

## **LICENSES & CERTIFICATIONS**

Michigan Certified Assessing Officer – July 2021-  
State of Michigan

Michigan Certified Assessing Technician – October  
2020 - State of Michigan

Citizen Planner – October 2021 – Michigan State  
Extension

Zoning Administrator Certificate – February  
2022 – Michigan State Extension

Master Planner Certificate – July 2022 –  
Michigan State Extension

## **VOLUNTEERING**

Race director for The St. Rose St. Patty's 5k/1 Mile Fun Run 5 years. Gazelle Girl Half Marathon Pacer & Volunteer – 2019 to current. Grand Rapids Triathlon & Dirty Mitten Triathlon Volunteer.

## **FUN FACTS ABOUT ME**

Trilander Triathlon Club Member – 2018. Train & compete in triathlons, running & bike races. Volunteer at races and events, and participate in Highway Clean-ups.

Owner of Dougherty Assessing. Assessing Company that I started with my husband, Michael Dougherty on 2020.

## **REFERENCES**

**SAM WATSON**, Michigan Health & Hospital Association, Senior Vice President of Field Engagement 517-348-2249

**JOYCE FOONDE**, MAAO Assessor 269-986-1334

**NANCY CURTIS**, Pine Rest Therapist, Occupation 616-307-8093

**DR. DIANE EBAUGH**, Family Medical Practice 269-330-9997

**TIM VANDERMARK**, Eaton County Equalization Director 517-543-4101

## ASSESSING SERVICES,

I agree to provide assessing services for the maintenance of 1887 parcels according to the guidelines set forth by the State Tax Commission for the term of a 3-year contract, starting at \$38,000 a year, with a 3% increase each year following the initial year.

I will visit the City of Portland office weekly to be available to the public (day and time to be flexible whenever needed and mutually agreeable) and conduct any necessary work. I will be in contact with the Supervisor and/or other officials and will attend Board meetings when necessary. I will provide the City of Portland with 8 hours of in-office time a week, with the required 8 hours of remote work time. I will be available for questions, calls, and emails from the city or taxpayers daily. I will return emails or voicemails within 1 business day.

I will visit, interview the owner/occupant, and complete a full inspection of the exterior when reasonably possible for any property that requires an on-site inspection. I will also, set up an annual reappraisal schedule according to State Tax Commission guidelines and agreed upon by the Board as directed.

I agree to provide building sketches prepared on Apex Sketch v7 software for property data. Record data using BSA Software for record card entry. I agree to interpret, revise, and update parcel information in BSA as needed. I will handle the printing & mailing of all yearly notices using the city's resources.

I agree to inspect and provide digital photos of the front, rear, and each significant outbuilding necessary for each parcel inspected and any new construction or demolition that has occurred as of December 31 of each year.

I agree to represent the City of Portland at any Michigan Tax Tribunal proceedings occurring during the year unless legal counsel or a formal appraisal is required, at which time I would ask to use the City-appointed attorney.

I would expect the City of Portland to provide a computer, printer, scanner, and all general office supplies needed to complete the needed task, including door hangers, and business cards. I would also ask the City of Portland to provide remote access to BSA and Pivot Point software, the approximate cost of Pivot Point is \$750 annually. If the City of Portland doesn't have an ArcGIS Online account, then there is an additional \$500 cost annually.

I agree to provide services as stated above and in return, expect to receive payment for services rendered bi-weekly as agreed upon by the City of Portland.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-75**

**A RESOLUTION TO AMEND THE BUDGET  
FOR FISCAL YEAR 2022-2023**

**WHEREAS**, State law prohibits local units of government from ending any fiscal year with a negative fund balance in any fund; and

**WHEREAS**, the Finance Director has reviewed current fund balances and expenditures for FY 2022-2023 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves the 2022-2023 fiscal budget amendments as listed on 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 19, 2022

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**Monique I. Miller, City Clerk**

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF PORTLAND - 1ST QUARTER 22-23

GL Number	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
101-201-983.000	OFFICE EQUIPMENT LEASE	700.00
101-707-806.000	DATA PROCESSING-CITY WEBSITE	1,590.00
101-707-966.002	ANNEXATION AGREEMENT-REVENUE SHARING	3,000.00
101-707-969.001	CONTRIBUTIONS TO PAMA	135,000.00
		<u>139,590.00</u>
101-728-969.003	CONTRIBUTIONS TO RED TEAM	1,750.00
101-751-775.001	M & R RIVERTRAIL	25,000.00
202-452-974.006	SIDEWALK IMPROVEMENTS	109.00
202-469-702.000	S & W FULLTIME	950.00
202-469-710.000	S& W OVERTIME	200.00
202-469-715.000	S & W SOCIAL SECURITY	110.00
202-469-716.000	HEALTH INSURANCE	200.00
202-469-718.000	PENSION	95.00
		<u>1,555.00</u>
203-452-974.006	SIDEWALK IMPROVEMENTS	254.00
210-302-702.000	S & W FULLTIME	21,000.00
210-302-703.000	S & W SUPERVISOR	5,000.00
210-302-706.000	S & W PARTTIME	(9,000.00)
210-302-710.000	S& W OVERTIME	(17,000.00)
210-302-801.000	LEGAL SERVICE	700.00
		<u>700.00</u>
582-539-925.000	PURCHASED POWER-MPPA ESP	368,140.00
582-539-938.000	M & R STREET LIGHTS	8,000.00
		<u>376,140.00</u>
590-000-698.000	BOND PROCEEDS-WW CONSTRUCTION	(10,100,000.00)
590-906-803.000	ENG SERV-WASTEWATER CONSTRUCTION	2,000.00
590-906-804.000	CONT SERV-WASTEWATER CONSTRUCTION	(9,810,000.00)
		<u>(9,808,000.00)</u>
591-441-935.001	M&R METER PROJECT ARPA	404,000.00
661-000-698.002	LOAN PROCEEDS	175,000.00
661-441-977.011	CAPITAL OUTLAY-SNOWPLOW	175,000.00
661-441-977.019	CAPITAL OUTLAY- BRUSH CHIPPER	44,000.00
		<u>219,000.00</u>

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Tuesday, September 6, 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, and Johnston; City Manager Gorman; City Clerk Miller

Absent: Council Member Sheehan

Guests: Jon Moxey and Joe Benjamin of Fleis & VandenBrink; Sara Smith, Michelle VanSlambrouck of Portland Backpacks for Bellies; Portland Community Food Bank President, Rich Schneider; Portland Community Fund Vice President, Sandra Olson, and Treasurer, Suzanne Maystead; Tim Fuller; Kathy Parsons

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

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

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Absent: Sheehan

Adopted

Motion by Fitzsimmons, supported by Johnston, to excuse the absence of Council Member Sheehan.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Barnes

Nays: None

Absent: Sheehan

Adopted

Under Public Comment, Michelle VanSlambrouck of Portland Backpacks for Bellies presented information on the activities of the local non-profit organizations and how they can be assisted.

Under City Manager Report, City Manager Gorman noted that Splash Pad hours have been extended past Labor Day to Sunday, September 11, 2022 as the weather is still warm.

City Manager Gorman noted there are Department of Treasury rules that prohibit the City from making financial contributions to local non-profits. The city fully supports the non-profit organizations in the community and does what it can to support them.

Under Presentations, Jon Moxey and Joe Benjamin of Fleis & VandenBrink provided an update on the Wastewater Treatment Plant Improvement Project. Mr. Moxey noted the final three bids were received for items on the project so now they can move forward with evaluating the cost of the project. It has been a challenging process with project costs coming in significantly higher than estimated.

Mr. Benjamin stated that project bids on the trade contracts alone have come in at a total project cost of \$18.6 million which is much higher than the previously estimated total project cost of around \$10 million. Rapid inflation and supply chain issues are the major contributing factors in the higher costs. Fleis & VandenBrink will be evaluating parts of the project totaling approximately \$4.5 million that can be eliminated from the project. The bond closing of \$13 million will take place on Tuesday, September 20, 2022.

There was discussion.

Mr. Benjamin provided additional information on the original scope of the project and noted that work on the collection system, which includes the planned river crossing, is likely what will be deferred to a later date.

There was continued discussion regarding how the size and scope of the project might be changed without changing the functionality of the necessary repairs.

Mr. Moxey stated they continue to work with property owners on the easements for the Kent Street Improvement Project. Given the amount of preliminary work, construction is likely to take place in 2024 although they are pushing for construction in 2023.

Under New Business, the City Council considered Resolution 22-68 to approve a Biosolids Management Services Agreement with NutriGro Environmental Solutions, Inc. for the Wastewater Treatment Plant.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 22-68 approving, authorizing, and directing the Mayor to sign a Biosolids Management Services Agreement with NutriGro Environmental Solutions, Inc.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered 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 from 128 Kent St. to 118 ½ Kent St. The Michigan Liquor Control Commission requires a Resolution of Local Government Approval to be included in all completed license applications prior to review and approval.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve 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.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered Resolution 22-70 to approve a proposal from Severance Electric Company, Inc. for directional boring work for the Electric Department in the amount of \$127,167.50. This work will continue the process of undergrounding the remaining overhead electric lines and will further enhance the reliability of electric service to the electric customers.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-70 approving a proposal from Severance Electric Company, Inc. for directional boring work for the Electric Department.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered Resolution 22-71 to approve the addition of electric rates for LED Security Lighting in the current Electric Rate Schedule. Any new installation or replacement of security lights will be with LED lighting.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 22-71 approving the addition of electric rates for LED Security Lighting.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered Resolution 22-72 to approve payment to F&V Construction in the amount of \$167,625.00 for work performed for the Wastewater Treatment Plant Project.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 22-72 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered Resolution 22-73 to approve an energy purchase through the Michigan Public Power Agency (MPPA) in the amount of \$91,873.60 to meet a portion of the future load requirements for 2024.

Motion by Johnston, supported by VanSlambrouck, to approve Resolution 22-73 approving an energy purchase through the Michigan Public Power Agency.

Yeas: Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Absent: Sheehan

Adopted

Motion by Fitzsimmons, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on August 15, 2022, 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. Purchase orders to Spartan Commercial Roofing, LLC in the amount of \$9,000.00 for roof repairs at City Hall and to Bandit Industries in the amount of \$43,070.00 for a 12XP Brush Chipper were also included.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Barnes

Nays: None

Absent: Sheehan

Adopted

Under City Manager Comments, City Manager Gorman noted the Friends of the Red Mill held the annual Community Days event at the Red Mill on Saturday, August 27, 2022. It was another great event. City Manager Gorman further stated his appreciation for all of the hard work that went into the event.

City Manager Gorman extended condolences to City employees Ryan and Scott Honsowitz on the sudden passing of their mother Jane Honsowitz.

Under Council Comments, Council Member Fitzsimmons stated that he is glad to approve the purchase of the new wood chipper.

Mayor Barnes stated it is a constant balancing act for the City to provide the necessary services to the residents of the community without extending more costs than necessary. When major infrastructure projects are put off it can lead to bad situations as evidenced by the current water crisis in Mississippi.

Mayor Barnes noted the Annual Labor Day Bridge Walk was held yesterday and was attended by many.

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Barnes

Nays: None

Absent: Sheehan

Adopted

Meeting adjourned at 7:44 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

---

Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the September 6, 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, and Johnston; City Manager Gorman; City Clerk Miller

**Absent** – Council Member Sheehan

**Public Comment** - Michelle VanSlambrouck of Portland Backpacks for Bellies presented information on the activities of the local non-profit organizations and how they can be assisted.

**Approval of Resolution 22-68** approving, authorizing, and directing the Mayor to sign a Biosolids Management Services Agreement with NutriGro Environmental Solutions, Inc.  
All in favor. Adopted.

**Approval of 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.  
All in favor. Adopted.

**Approval of Resolution 22-70** approving a proposal from Severance Electric Company, Inc. for directional boring work for the Electric Department.  
All in favor. Adopted.

**Approval of Resolution 22-71** approving the addition of electric rates for LED Security Lighting.  
All in favor. Adopted.

**Approval of Resolution 22-72** approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.  
All in favor. Adopted.

**Approval of Resolution 22-73** approving an energy purchase through the Michigan Public Power Agency.  
All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:44 P.M.**

All in favor. Adopted.

A copy of the approved Minutes is available upon request at City Hall, 259 Kent Street.

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RYAN HONSOWITZ	00191	CLOTHING ALLOWANCE - CEM, MTR POOL	263.92
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	2,394.36
ERIK LITTS	01797	ASSESSING SERVICES 1ST HALF OF SEPT 2022 - ASSE	1,416.66
MCFADDEN LAW OFFICE PLLC	02299	LEGAL SERVICES - INCOME TAX, ELECTION, POLICE	261.63
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	1,017.95
FAMILY FARM & HOME	01972	FARM JACK - LOC STS	119.99
CAPITAL ASPHALT LLC	02578	ASPHALT - LOC STS	450.12
HYDRO-CHEM SYSTEMS, INC.	02284	POWER REPAIR WASHER - MTR POOL	1,639.05
GRANGER	00175	REFUSE - MTR POOL, PARKS,CEM	374.26
GRANGER	00175	REFUSE - ELECTRIC	86.00
GRANGER	00175	REFUSE- WW	152.58
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	525.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	109.00
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	418.08
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	419.76
SHILOH KRAMER	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	50.00
MONTPETIT, HANNAH	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	100.00
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
AB LOCK AND SAFE INC.	00713	CHANGE KEY LOCKS TO ALL - CITY HALL	361.00
FEDERAL LICENSING INC	02760	LICENSING RENEWAL - WATER	120.00
GRAINGER, INC.	00172	PLANT SUPPLIES - ELECTRIC	969.88
NTH CONSULTANTS, LTD	02708	SAFETY TRAINING - ELECTRIC	4,000.00
GRP ENGINEERING INC.	01994	GIS MAPPING/ASSET MGMT & SUPPORT - ELECT APPR 2	875.00
RIVERSIDE INTEGRATED SYSTEMS	01441	INSTALL LV CELL COMM MODULE/MONIT - ELECTRIC	665.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	10,387.67
KEUSCH SUPER SERVICE	00228	TIRES 912 LEAF MACHINE - MTR POOL	819.74
NTH CONSULTANTS, LTD	02708	AIR COMPLIANCE ENG SVC - ELECTRIC	3,220.00
FORTE PAYMENTS, INC.	02522	CC PAYMENTS AUG 2022- REC	184.97
PLEUNE SERVICE COMPANY INC.	00741	REPAIR CONDENSER COIL - CITY HALL	252.50
CULLIGAN	02130	COOLER RENTAL - WW	15.00
CULLIGAN	02130	2X WATER - WW	15.50

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GRAINGER, INC.	00172	OVERBOOT/ SAFETY - ELECTRIC	124.38
GRAINGER, INC.	00172	HANG/STACK BIN - ELECTRIC	50.04
HOMETOWN SPORTS, INC.	01326	FLAG FOR DAM - ELECTRIC	50.00
STATE OF MICHIGAN	00428	BOILER INSPECTION FEE - ELECTRIC	201.25
STRAIN ELECTRIC CO.	02379	TRAFFIC LIGHT REPAIR - ELECTRIC	545.00
POWER SYSTEM ENGINEERING	02761	PROFESSIONAL CONSULT - ELECTRIC	825.00
HAMLETT ENVIRONMENTAL	02699	CARTRIDGE MECH SEAL - WW	1,060.00
CENTURYLINK	01567	PHONE SERVICES - GEN	1.14
AT&T	00686	PHONE SERVICE - GENERAL	97.15
AT&T	00686	PHONE SERVICE - ELECTRIC	145.72
AT&T	00686	PHONE SERVICE - WATER, MOTOR POOL	194.28
AT&T	00686	PHONE SVC - WASTE WATER	211.69
AT&T	00686	PHONE LINE HYDRO DAM - ELECTRIC	230.60
AT&T	00686	PHONE SERVICE - GENERAL	452.80
VC3 INC.	02745	NEW COMPUTOR - CITY MANAGER	923.75
GRANGER	00175	REFUSE - REFUSE	12,711.48
GRANGER	00175	REFUSE - POLICE, COM PROMO	86.00
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	29.31
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	37.29
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	11.87
FLEIS & VANDENBRINK	00153	ENGINEERING SERVICE - MAJ STS	3,939.00
FLEIS & VANDENBRINK	00153	ENGINEERING SERVICICES - MAJ, LOC STS	238.50
MARTIN WELDING & MACHINING	02762	REPAIRS TO WING PLOW - MAJ STS	350.00
MARTIN WELDING & MACHINING	02762	REPAIRS TO BOX SCRAPER - LOC STS	300.00
AECOM TECHNICAL SERVICES	01810	DAM SAFETY CONSULTING - ELECT APP RES 22-28	1,341.36
CULLIGAN	02130	2X WATER CITY HALL - GEN	15.50
FLEIS & VANDENBRINK	00153	CONSULTING SVCS - GEN	203.25
MANER COSTERISAN	02588	FINANCIAL STMT FOR FISCAL YR 2022 - VAR DEPTS	4,000.00
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,698.31
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	1,961.92
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	16.38

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - WW	17.43
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	15.30
CONSUMERS ENERGY	00095	GAS SERVICE -WATER	19.50
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	440.67
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	16.67
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	106.97
CONSUMERS ENERGY	00095	GAS SERVICE - WW	404.14
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	98.69
FIRST ADVANTAGE OCCUPATIONAL HEALTH	02603	CLINIC COLLECTION T SMITH - WW	158.76
VAN BRO'S IRRIGATION INC.	01762	IRRIGATION REPAIRS - CITY HALL	96.75
VAN BRO'S IRRIGATION INC.	01762	IRRIGATION SUMMER CHECK UP - CITY HALL	75.00
MOST DEPENDABLE FOUNTAINS	01080	WATER FOUNTAIN REPAIR - PARKS	279.54
STRYKER	02688	ANNUAL PAY FOR MED EQUIP #2 - AMB	19,893.58
VC3 INC.	02745	NEW ROUTER AT HYDRO - ELECTRIC	1,447.81
TOTAL TECHNICAL ASSURANCE GROUP INC	02667	FIBER BROAD BAND DEV - ELECTRIC	1,575.00
REED & HOPPES, INC.	00390	HARDWARE FOR DAM DOORS - ELECTRIC	50.00
REED & HOPPES, INC.	00390	HARDWARE FOR DAM DOORS - ELECTRIC	130.00
REED & HOPPES, INC.	00390	HARDWARE FOR DAM DOORS - ELECTRIC	234.00
REED & HOPPES, INC.	00390	HARDWARE FOR DAM DOORS - ELECTRIC	702.00
KEUSCH SUPER SERVICE	00228	OIL CHANGE, TIRES - AMB	541.37
MHR BILLING	01780	AUGUST BILLING - AMB	1,750.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	102.45
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	407.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	101.11
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	11.64
CONCRETE RAISING & LEVELING	02755	CONCRETE RAISING SVCS - MAJ, LOC STS	4,000.00
CONCRETE RAISING & LEVELING	02755	CONCRETE RAISING SIDEWALKS - MAJ, LOC STS	2,000.00
D & E ELECTRIC LLC	02640	DAM RAKE REWIRE - ELECTRIC	150.00
FAMILY FARM & HOME	01972	HARDWARE PARTS - ELECTRIC	4.88
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	17.16
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	107.93

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	21.25
ED FILTER	00540	OFFICIAL - REC	666.00
BRETT PETTIT	01528	OFFICIAL - REC	70.00
EMMA HONSOWITZ	02572	OFFICIAL - REC	192.00
JORGEN SONDAY	02675	OFFICIAL - REC	60.00
AUBREE FAULKNER	02721	OFFICIAL - REC	132.00
FIRE PROS, LLC	00151	EXCHANGE FIRE EXTINGUISHERS - POLICE	355.25
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SVCS TILE & GROUT - CITY HALL	680.00
INTERSTATE BILLING SVC	00202	HYDROLIC HOSE #910 - MTR POOL	323.58
KEUSCH SUPER SERVICE	00228	VEH DIAG LIGHTS - POLICE	65.00
KEUSCH SUPER SERVICE	00228	OIL CHANGE - POLICE	515.36
LEXIPOL	02757	TRAINING ANNUAL FEE X6 - POLICE	203.94
MICHIGAN ASSN OF CHIEFS OF POLICE	00266	MEMBERSHIP FEES - POLICE	115.00
STATE OF MICHIGAN	00428	QUALITY ASSURANCE ASSESSMENT - AMB	484.11
MICHIGAN STATE POLICE	00275	TOKEN FEE X2 - POLICE	66.00
THE POLICE AND SHERIFFS PRESS	MISC	WALKER ID - POLICE	17.58
STAR THOMAS	01654	SUPPLIES REIM - POLICE, AMB	146.16
PRIORITY HEALTH	02763	REFUND J RUIZ #105417420 CALL DATE 7/4/22- AMB	329.96
WINTER EQUIPMENT	02322	BLADE SNOW PUSHER - MAJ STS	541.28
ASPHALT RESTORATION, INC.	02751	CRACK SEAL RIVER TRAIL - PARKS, APPRV RES 22-37	13,039.36
STAPLES BUSINESS CREDIT	00426	VAR SUPPLIES/PURCHASES - POL, AMB	29.77
Total:			\$116,971.54



**Portland Area Fire Authority**  
 773 E Grand River Ave  
 Portland, MI 48875

# Invoice

**Invoice #:** 31421  
**Invoice Date:** 10/1/2022  
**Due Date:** 10/25/2022  
**Project:**  
**P.O. Number:** 2nd Qtr

**Bill To:**  
 City of Portland  
 259 Kent St.  
 Portland, MI 48875

Date	Description	Amount
10/1/2022	<p>2nd Quarter Fire Services - October - December 2022</p> <p>Note the invoice is based on the existing fire budget as per the Fire Authority Agreement. The following is a breakdown based on the existing annual budget of \$297,915.</p> <p>City of Portland - 42.30% = \$126,018.05 divided by 4 = (3 pmts-\$31,504.51/ 1 pmt \$31,504.52)</p> <p>Portland Twp. - 36.28% = \$108,083.56 divided by 4 = (4 pmts - \$27,020.89)</p> <p>Danby Twp. - 21.42% = \$63,813.39 divided by 4 = (3 pmts of \$15,953.35/ 1 pmt \$15,953.34)</p>	31,504.51

We appreciate your prompt payment.

<b>Total</b>	<b>\$31,504.51</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$31,504.51</b>

User: ABAUM

DB: Portland

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022	MONTH 08/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,181,528.00	183,343.60	108,873.85	998,184.40	15.52
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,700.00	0.00	0.00	1,700.00	0.00
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	3,000.00	0.00	0.00	3,000.00	0.00
101-000-445.000	PENALTY & INTEREST	5,350.00	0.00	0.00	5,350.00	0.00
101-000-447.000	TAX COLLECTION FEES	45,500.00	5,431.56	3,363.11	40,068.44	11.94
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	5.38	5.38	(5.38)	100.00
101-000-476.000	BUSINESS PERMITS	100.00	0.00	0.00	100.00	0.00
101-000-477.000	CABLE TV FEES	17,500.00	3,744.74	3,744.74	13,755.26	21.40
101-000-490.000	NON-BUSINESS PERMITS	75,000.00	14,268.00	7,500.00	60,732.00	19.02
101-000-543.000	ACT 302 POLICE TRAINING GRANT	600.00	0.00	0.00	600.00	0.00
101-000-570.000	LIQUOR FEES	3,900.00	3,070.70	3,070.70	829.30	78.74
101-000-574.000	REVENUE SHARING-CONST SALES	370,456.00	72,828.00	72,828.00	297,628.00	19.66
101-000-574.001	REVENUE SHARING-STAT SALES	114,162.00	19,027.00	19,027.00	95,135.00	16.67
101-000-623.000	TRANSCRIPT FEES	700.00	60.00	20.00	640.00	8.57
101-000-628.000	ADMINISTRATIVE CHARGES	329,026.00	54,837.66	27,418.83	274,188.34	16.67
101-000-630.000	CEMETERY LOT SALES	9,000.00	950.00	0.00	8,050.00	10.56
101-000-633.000	CEMETERY CARE FEES	6,000.00	307.20	0.00	5,692.80	5.12
101-000-634.000	GRAVE OPENING FEES	12,500.00	2,125.00	1,350.00	10,375.00	17.00
101-000-656.000	DISTRICT COURT FINES	6,500.00	1,419.16	1,021.48	5,080.84	21.83
101-000-661.000	PARKING FINES	2,000.00	10.00	10.00	1,990.00	0.50
101-000-663.000	MISCELLANEOUS FINES	2,500.00	220.00	160.00	2,280.00	8.80
101-000-665.000	INTEREST INCOME	0.00	2,001.33	1,965.56	(2,001.33)	100.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	0.00	946.84	946.13	(946.84)	100.00
101-000-667.000	RENTAL INCOME	9,000.00	1,165.00	850.00	7,835.00	12.94
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	125.00	125.00	(125.00)	100.00
101-000-676.004	DONATION-RED MILL BUILDING	10,000.00	0.00	0.00	10,000.00	0.00
101-000-678.000	MERS FOREITURE REVENUES	0.00	2,209.74	115.84	(2,209.74)	100.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	4,500.00	5,953.38	5,953.38	(1,453.38)	132.30
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	38,710.00	4,146.06	62.34	34,563.94	10.71
101-000-678.007	REIMBURSEMENTS-PAMA	2,000.00	1,898.40	0.00	101.60	94.92
101-000-699.150	TRANSFER FROM PERP CARE	0.00	5.80	5.29	(5.80)	100.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	178,000.00	0.00	0.00	178,000.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	50,895.00	0.00	0.00	50,895.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	37,453.00	0.00	0.00	37,453.00	0.00
TOTAL REVENUES		2,517,580.00	380,099.55	258,416.63	2,137,480.45	15.10
Expenditures						
100	COUNCIL	25,285.00	53.34	0.00	25,231.66	0.21
172	CITY MANAGER	211,189.00	25,541.47	15,336.93	185,647.53	12.09
201	GENERAL ADMINISTRATION	449,818.00	90,647.53	70,187.36	359,170.47	20.15
257	ASSESSING	53,562.00	9,191.53	4,177.22	44,370.47	17.16
262	ELECTIONS	10,550.00	3,343.49	1,632.27	7,206.51	31.69
265	CITY HALL	88,552.00	13,011.93	7,106.44	75,540.07	14.69
301	POLICE	808,075.00	99,322.34	58,447.78	708,752.66	12.29
371	CODE ENFORCEMENT	46,091.00	4,396.93	2,246.05	41,694.07	9.54
567	CEMETERY	207,173.00	31,185.94	19,231.37	175,987.06	15.05
707	COMMUNITY PROMOTIONS	390,872.00	157,408.89	100,856.46	233,463.11	40.27
728	ECONOMIC DEVELOPMENT	21,750.00	8,238.35	2,006.46	13,511.65	37.88
751	PARKS	236,703.00	43,435.44	24,176.56	193,267.56	18.35
TOTAL EXPENDITURES		2,549,620.00	485,777.18	305,404.90	2,063,842.82	19.05

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022 NORMAL (ABNORMAL)	MONTH 08/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Fund 101 - GENERAL FUND:						
	TOTAL REVENUES	2,517,580.00	380,099.55	258,416.63	2,137,480.45	15.10
	TOTAL EXPENDITURES	2,549,620.00	485,777.18	305,404.90	2,063,842.82	19.05
	NET OF REVENUES & EXPENDITURES	(32,040.00)	(105,677.63)	(46,988.27)	73,637.63	329.83

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PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022	MONTH 08/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
TOTAL REVENUES		805,400.00	145,699.43	59,414.74	659,700.57	18.09
TOTAL EXPENDITURES		1,127,034.00	29,382.50	12,267.98	1,097,651.50	2.61
NET OF REVENUES & EXPENDITURES		(321,634.00)	116,316.93	47,146.76	(437,950.93)	36.16
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		1,273,478.00	376.34	229.92	1,273,101.66	0.03
TOTAL EXPENDITURES		1,388,032.00	54,163.41	24,325.88	1,333,868.59	3.90
NET OF REVENUES & EXPENDITURES		(114,554.00)	(53,787.07)	(24,095.96)	(60,766.93)	46.95
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		358,239.00	14,540.23	8,652.00	343,698.77	4.06
TOTAL EXPENDITURES		486,737.00	139,569.22	120,288.56	347,167.78	28.67
NET OF REVENUES & EXPENDITURES		(128,498.00)	(125,028.99)	(111,636.56)	(3,469.01)	97.30
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
TOTAL REVENUES		82,646.00	13,743.67	11,125.37	68,902.33	16.63
TOTAL EXPENDITURES		108,646.00	10,435.67	4,326.75	98,210.33	9.61
NET OF REVENUES & EXPENDITURES		(26,000.00)	3,308.00	6,798.62	(29,308.00)	12.72
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
TOTAL REVENUES		804,680.00	417,930.31	118,512.88	386,749.69	51.94
TOTAL EXPENDITURES		863,166.00	145,588.13	78,008.80	717,577.87	16.87
NET OF REVENUES & EXPENDITURES		(58,486.00)	272,342.18	40,504.08	(330,828.18)	465.65
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
TOTAL REVENUES		324,535.00	16,333.07	14,098.09	308,201.93	5.03
TOTAL EXPENDITURES		161,640.00	34,465.20	16,137.34	127,174.80	21.32
NET OF REVENUES & EXPENDITURES		162,895.00	(18,132.13)	(2,039.25)	181,027.13	11.13
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
TOTAL REVENUES		152,550.00	25,568.88	12,772.03	126,981.12	16.76
TOTAL EXPENDITURES		151,050.00	25,414.52	12,711.48	125,635.48	16.83
NET OF REVENUES & EXPENDITURES		1,500.00	154.36	60.55	1,345.64	10.29
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
TOTAL REVENUES		4,766,525.00	1,112,829.15	647,762.34	3,653,695.85	23.35
TOTAL EXPENDITURES		5,366,336.00	879,938.33	393,224.33	4,486,397.67	16.40
NET OF REVENUES & EXPENDITURES		(599,811.00)	232,890.82	254,538.01	(832,701.82)	38.83
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
TOTAL REVENUES		1,344,436.00	200,554.58	113,768.24	1,143,881.42	14.92
TOTAL EXPENDITURES		1,630,304.00	279,768.07	57,312.06	1,350,535.93	17.16
NET OF REVENUES & EXPENDITURES		(285,868.00)	(79,213.49)	56,456.18	(206,654.51)	27.71

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	08/31/2022	MONTH 08/31/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
TOTAL REVENUES		776,965.00	181,397.55	92,472.93		595,567.45	23.35	
TOTAL EXPENDITURES		973,420.00	77,047.06	36,783.84		896,372.94	7.92	
NET OF REVENUES & EXPENDITURES		(196,455.00)	104,350.49	55,689.09		(300,805.49)	53.12	
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
TOTAL REVENUES		524,467.00	51,780.91	9,697.38		472,686.09	9.87	
TOTAL EXPENDITURES		683,828.00	49,157.02	28,785.33		634,670.98	7.19	
NET OF REVENUES & EXPENDITURES		(159,361.00)	2,623.89	(19,087.95)		(161,984.89)	1.65	
TOTAL REVENUES - ALL FUNDS		11,213,921.00	2,180,754.12	1,088,505.92		9,033,166.88	19.45	
TOTAL EXPENDITURES - ALL FUNDS		12,940,193.00	1,724,929.13	784,172.35		11,215,263.87	13.33	
NET OF REVENUES & EXPENDITURES		(1,726,272.00)	455,824.99	304,333.57		(2,182,096.99)	26.41	

**Minutes of the Planning Commission  
Of the City of Portland**  
Held on Wednesday, August 10, 2022 at 7:00 P.M.  
In Council Chambers at City Hall

Portland Planning Commission Members Present: Fitzsimmons, Parsons, Johnston, Roeser

Absent: Williamson, Kmetz

Staff: City Manager Gorman, City Clerk Miller

Guests: Paul LeBlanc of PLB Planning Group, LLC

Chair Fitzsimmons called the meeting to order at 7:00 P.M. with the Pledge of Allegiance.

Motion by Johnston, supported by Roeser, to excuse the absence of Members Williamson and Kmetz.

Motion by Johnston, supported by Roeser, to keep the same officers as the previous year.

Motion by Roeser, supported by Parsons, to approve the proposed Agenda.  
All in favor. Approved.

Motion by Parsons, supported by Johnston, to approve the minutes of the July 13, 2022 meeting as presented.  
All in favor. Approved.

There was no public comment.

Under New Business, the Planning Commission reviewed and discussed the memo prepared by Mr. LeBlanc outlining particular issues to be resolved after the initial review of the Draft Zoning Ordinance.

Mr. LeBlanc noted the initial review of the Draft Zoning Ordinance is now complete.

City Manager Gorman stated the City Attorney will review the document.

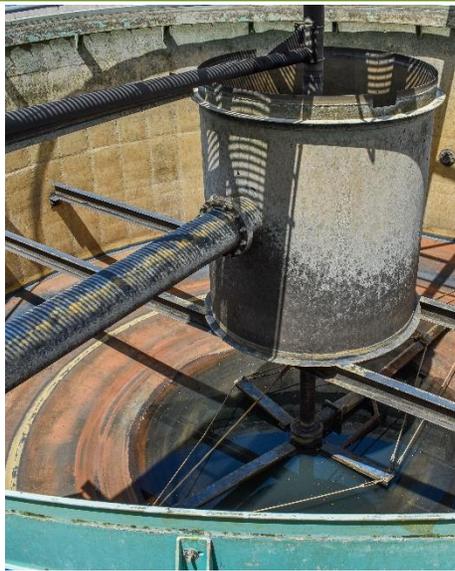
City Manager Gorman provided recent development updates.

Motion by Johnston, supported by Parsons, to adjourn the meeting at 8:26 P.M.  
All in favor. Approved.

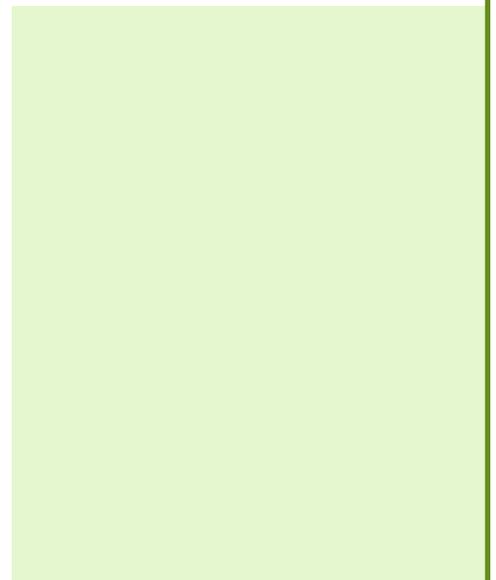
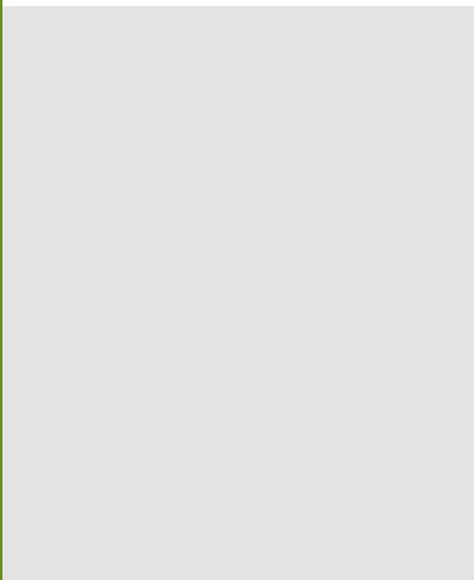
Respectfully submitted,

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Jason Williamson, Secretary



# The City of Portland Operations & Maintenance Report August 2022



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## ADMINISTRATIVE REPORT

### ADMINISTRATIVE

The August 2022 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The average influent flow was 361,000 gallons per day. The daily maximum influent flow was 387,000 gallons, which occurred on August 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 August 2022 in accordance with the computerized maintenance management system (CMMS.)

- Staff unclogged and de-ragged all three raw pumps.
- Replaced skimmer arms on both final clarifiers.
- Replaced sump pumps at Canal and Cutler lift stations.
- Staff completed 112 routine maintenance workorders.

### OPERATIONS

- Michigan Rural Water stopped in for annual safety inspection. Everything checked ok.
- Tim and Tony visited Plainwell WWTP to tour their MBBR process.
- Waste dumpster was replaced due to holes in bottom of old one.
- Pre-bid meetings at plant for SRF plant upgrade project.

### WORK PERFORMED ON THE COLLECTION SYSTEM

The following collection system tasks were completed during August 2022:

- Several Miss Digs were completed.
- Camera on Rebecca Street to investigate sinkhole. Found to be homeowners' responsibility.
- City staff inspected one (1) sewer lateral replacement. Work was done by Cooks.
- An estimated 4,720 feet of sewer mains were cleaned.

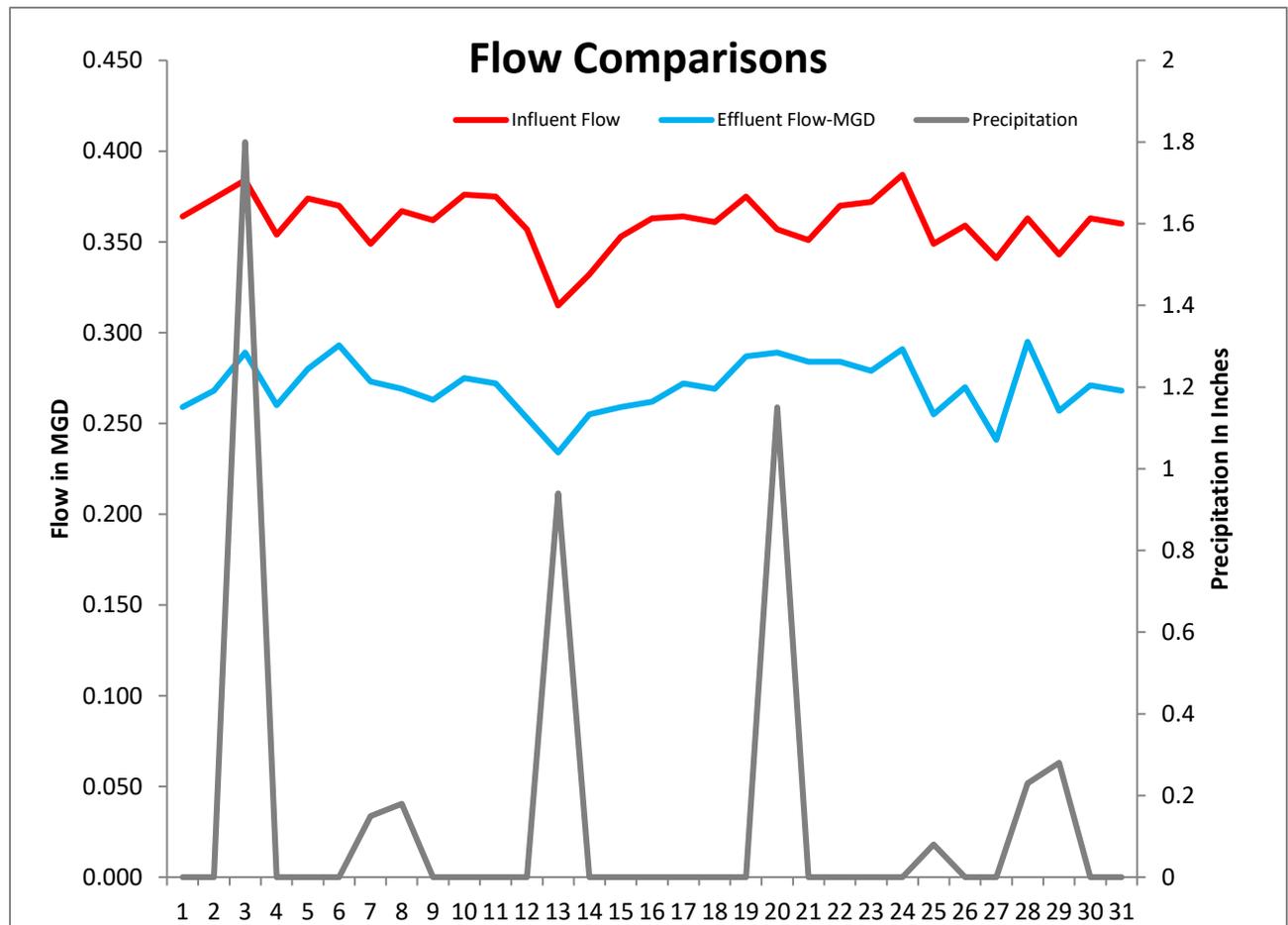
### EMERGENCY ALARM CALL- OUTS

There were one (1) after- hours emergency call out for August 2022.

On August 14th Riverside lift station had a high alarm. Wet well was cleaned and issue was resolved.

## 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 August 2022. The average influent flow during the period was 361,000 gallons per day and the average effluent flow during the period was 270,000 gallons per day. We had seven (7) days of measurable precipitation which totaled 4.81 inches. The influent flow is higher than the effluent flow due to recycle flows that are metered twice.



**IONIA COUNTY BOARD OF COMMISSIONERS  
BOARD OF COMMISSIONERS MEETING  
SEPTEMBER 13, 2022 - 3:00 P.M.  
101 WEST MAIN STREET  
IONIA, MICHIGAN**

**THIS MEETING WILL BE HELD IN PERSON AND ZOOM**

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
- VIII. New Business**
  - A. Request approval of Health Department budget amendment-Chad Shaw
  - B. Request approval of budget amendment associated with Direct Care Premium funding-Carol Hanulcik
  - C. Request approval to hire Byce/Securitercture for jail Feasibility Study-Sheriff Charlie Noll
  - D. Request approval to purchase door lock replacement parts for jail-Sheriff Charlie Noll
  - E. Request approval of bid for guardrail supplies to Action Traffic Maintenance-John Niemela
  - F. Request approval of Phase 2 of printer modernization project-Angela Van Ess
- IX. Department Reports**
  - A. Health Department
- X. Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. Board of Commissioners
  - C. County Administrator
- XI. Reports of Special or Ad Hoc Committees**
- XII. Public Comment (3-minute time limit per speaker)**

**XIII. Closed Session**

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- Economic Development Corporation/Brownfield Redevelopment Authority – 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
- Parks Advisory Board- Two-Two-year terms, 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 September 2022:**

- Commission on Aging Board

**Appointments for consideration in the month of October 2022:**

- Department of Human Services Board

**IONIA COUNTY BOARD OF COMMISSIONERS**  
**BOARD OF COMMISSIONERS MEETING**  
**SEPTEMBER 20, 2022 - 3:00 P.M.**  
**101 WEST MAIN STREET**  
**IONIA, MICHIGAN**

**THIS MEETING WILL BE HELD IN PERSON AND ZOOM**

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
- VIII. New Business**
  - A. Resolution for Ken Bowen
  - B. Appointment to Park Advisory Board- 2 Year Term
    - Don Benjamin
  - C. Appointment to Solid Waste Committee-2 Year Term
    - John Vriese
  - D. Request Approval of Bid for Bertha Brock Park Road Improvement Project- Jason Eppler
  - E. Request approval of Defined Benefit Adoption Agreement-MERS-Merging Corrections/Corrections Command-Jason Eppler
  - F. Request Approval of Revision to Board of Commissioners Meeting Schedule- Jason Eppler
- IX. Department Reports**
  - A. Public Defender-Walt Downes
  - B. Central Dispatch-Lance Langdon
- X. Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. Board of Commissioners
  - C. County Administrator
- XI. Reports of Special or Ad Hoc Committees**

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

**XIII. Closed Session**

**XIV. Adjournment**

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- Commission on Aging Board

**Appointments for consideration in the month of October 2022:**

- Department of Human Services Board



PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID  
CONSUMERS ENERGY CO

ONE ENERGY PLAZA  
JACKSON MI 49202

485  
TR 3

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**  
**NOTICE OF HEARING**  
**FOR THE ELECTRIC CUSTOMERS OF CONSUMERS ENERGY COMPANY**  
**CASE NO. U-21197**

- Consumers Energy Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2021.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME: Tuesday, September 13, 2022 at 9:00 AM**

**BEFORE: Administrative Law Judge Katherine Talbot**

**LOCATION: Video/Teleconferencing**

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

\*\*\*\*\*AUTO\*\*ALL FOR AADC 488  
 Clerk, City of PORTLAND  
 259 Kent St  
 Portland MI 48875-1458  


Michigan Public Service Commission (Commission) will hold a pre-hearing to hear Consumers Energy Company's (Consumers Energy) August 1, 2022 petition requesting the Commission to: 1) determine that Consumers Energy's Renewable Energy Cost Reconciliation is reasonable and prudent and meets relevant requirements under Act 295, as amended; 2) approve the reconciliation of pertinent revenues recorded and the allowance for the non-volumetric recovery mechanism with the amounts actually expensed and projected relating to Consumers Energy's plan for compliance, including: (i) making a determination of Consumer Energy's compliance with the Renewable Energy Standards, and (ii) adopting the proposed change in Transfer Price methodology for company-owned facilities; 3) establish a transfer price of \$81.00 per MWh for renewable energy and advanced cleaner energy capacity and for renewable and advanced cleaner energy to be recovered through the power supply recovery clause under MCL 460.6j; 4) provide approval for Consumers Energy to use surplus Energy Waste Reduction Credits from 2020 to offset future advanced energy requirements; and 5) grant Consumers Energy such other and relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 19, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Attorney Group, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 201.2413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and shall reference Case No. U-21197. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive

information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.**

2209-E