



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

7:00 P.M. Monday, February 6, 2023

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:04 PM	V. <u>City Manager Report</u>	
7:15 PM	VI. <u>Presentations</u>	
7:25 PM	A. Scott Truman of Granger Container Service	
	B. Jon Moxey of Fleis & VandenBrink – Divine Hwy. Bridge Design	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:40 PM	A. Proposed Resolution 23-04 Authorizing the Mayor and Clerk to Sign the Refuse Collection Agreement with Granger Waste Services	Decision
7:43 PM	B. Proposed Resolution 23-05 Approving Fleis & VandenBrink’s Proposal to Provide Design Engineering Services for the Divine Highway Bridge Replacement Project	Decision
7:45 PM	C. Proposed Resolution 23-06 Authorizing River’s Edge Lane to be Added to the City’s Act 51 Map	Decision
7:47 PM	D. Proposed Resolution 23-07 Authorizing W. Orchard Street to be Added to the City’s Act 51 Map	Decision
7:49 PM	E. Proposed Resolution 23-08 Authorizing Barr Street to be Added to the City’s Act 51 Map	Decision
7:51 PM	F. Proposed Resolution 23-09 Approving Payment to F&V Construction for Work Performed for the Wastewater Treatment Plant Project	Decision
7:53 PM	G. Proposed Resolution 23-10 Approving Maner Costerisan’s Proposal Provide Professional Audit Services	Decision
7:55 PM	H. Proposed Resolution 23-11 Approving a Proposal from NTH Consultants, Ltd. to Provide Environmental Compliance Services to the Electric Department Related to the Operations of its Diesel Engines	Decision
7:57 PM	I. Proposed Resolution 23-12 Approving a Power Purchase Commitment through the Michigan Public Power Agency	Decision

<u>Estimated Time</u>		<u>Desired Outcome</u>
8:00 PM	<p>X. <u>Consent Agenda</u></p> <p>A. Minutes and Synopsis of the Regular and Special City Council Meetings held on January 16, 2023, and the City Council Goal Session held on January 30, 2023</p> <p>B. Payment of Invoices in the Amount of \$136,796.29 and Payroll in the Amount of \$252,702.25 for a Total of \$389,498.54</p> <p>C. Purchase Orders over \$5,000.00</p> <ol style="list-style-type: none"> 1. MMEA in the Amount of \$5,902.00 for 2023 Membership Dues 2. Portland Area Municipal Authority in the Amount of \$8,117.55 for Repairs to the Emergency Services Building 3. Power Line Supply in the Amount of \$8,470.21 for Six Single Phase Transformers 4. City of Portland in the Amount of \$12,138.00 for Permit Fees for the Wastewater Treatment Plant Improvement Project 5. Fleis & VandenBrink in the Amount of \$18,130.26 for Services Related to the Kent Street Improvement Project 6. Stryker in the Amount of \$24,248.41 for a Lifepak 15 Monitor <p>XI. <u>Communications</u></p> <p>A. DDA Minutes for November 28, 2022</p> <p>B. DDA Treasurers Report for December 26, 2022</p> <p>C. DDA Treasurers Report for January 23, 2023</p> <p>D. Water Department Report for January 2023</p> <p>E. Utility Billing Report for December 2022</p> <p>F. Ionia County Central Dispatch – 2022 Year End Report</p> <p>G. Ionia County Board of Commissioners Agenda for January 24, 2023</p> <p>H. MPSC – Notice of Hearing for Consumers Energy</p>	Decision
8:02 PM	<p>XII. <u>Other Business</u> – None</p>	
8:05 PM	<p>XIII. <u>City Manager Comments</u></p>	
8:10 PM	<p>XIV. <u>Council Comments</u></p>	
8:15 PM	<p>XV. <u>Adjournment</u></p>	Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-04

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN
THE REFUSE COLLECTION AGREEMENT WITH
GRANGER WASTE SERVICES**

WHEREAS, pursuant to Chapter 30 of the Portland City Ordinances, the City conducts a process to select a contractor to be the sole Licensed Hauler of Residential Refuse, Recyclables, Yard Waste, and Bulk Waste within the City; and

WHEREAS, in accordance to the enumerated process referenced above, the City published notice and sought bids for residential refuse and recycling services within the City. Granger Waste Services, the City's existing service provider, was the sole bidder; and

WHEREAS, Granger Waste Services submitted its bid and proposed rates in the form required by City Ordinance and the proposed Refuse Collection Agreement is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the Refuse Collection Agreement with Granger Waste Services, a copy of which is attached as Exhibit A, and authorizes the Mayor and Clerk to sign same.
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: February 6, 2023

Monique I. Miller, City Clerk

REFUSE COLLECTION AGREEMENT

CITY OF PORTLAND

THIS AGREEMENT made this __ day of _____, 2023, by and between the City of Portland (the "City"), a Michigan municipal corporation, and Granger Waste Services (the "Contractor"), a Michigan corporation whose address is 16980 Wood Road, Lansing, Michigan 48906.

WHEREAS, Chapter 30 of the Portland City Code governs Solid Waste (the "Ordinance"), and pursuant to which the City selects the Contractor to be the sole Licensed Hauler of Residential Refuse, Recyclables, and Bulk Waste (as hereinafter defined) within the City, pursuant to the terms set forth in this Contract; and

WHEREAS, it is necessary for the City to enter into this Contract with the Contractor to provide for the clean, orderly, and sanitary collection and transportation of refuse to protect the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as herein set forth, it is hereby agreed between the parties as follows:

1.0 Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Ordinance.

Bulk Waste shall mean Debris that is too large for placement in a Residential Refuse Container or a Recycling Container. Bulk Waste shall include mattresses, furniture, small appliances, and tires. Bulk Waste shall be free of all liquids.

Director shall mean the Director of the City Department of Public Works, or such other person as the City may from time to time designate.

Hazardous Waste shall mean waste or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration, or physical chemical, or infectious characteristics pose a substantial present or potential hazard to human health or the environment, and as may be more specifically defined by rule or regulation.

Recyclables shall mean paper, plastics, tin, aluminum, or glass, and as may be more specifically defined by rule or regulation.

Recycling Container shall mean the container provided by the Contractor pursuant to this Contract for the collection of Recyclables.

Residential Refuse shall mean Garbage, Rubbish, Ash or Debris from Residential Structures within the City. Residential Refuse shall not include oils and greases, pesticide products, paints, thinners, lacquers, grass clippings, leaves, plants, branches, or Recyclables.

Residential Refuse Container shall mean the receptacle provided by the Contractor pursuant to this Contract for use in the collection of Residential Refuse.

Residential Structure shall mean any building or structure containing ten (10) Residential Unit(s) or less within the City.

Residential Unit shall mean a single-family house, and each unit of a condominium, cooperative, duplex house, or apartment building that is used for residential purposes.

2.0 Collection of Residential Refuse and Recyclables; Bulk Waste.

- 2.01. The Contractor shall collect, transport, and dispose of or cause to be recycled, as applicable, Residential Refuse and Recyclables from all Residential Structures within the City on a weekly basis on the days determined by agreement between the Contractor and the Director.
- 2.02. The Contractor shall collect, transport, and dispose of Bulk Waste from all Residential Structures within the City once annually in the Spring on a day determined by agreement between the Contractor and the Director.
- 2.03. The Contractor agrees that all collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal law and all ordinances, rules, and regulations of the City. Contractor shall not be required under this Contract to collect any Hazardous Waste.
- 2.04. The Contractor agrees that all refuse and other waste collected pursuant to this Contract shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal law and regulations and all ordinances, rules, and regulations of the City. The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, cost, or other charge (including, without limitation, court costs and attorney fees) arising out of or in connection with the Contractor's failure to comply with all applicable laws, rules, and regulations governing the transportation and disposal of all refuse and other waste collected pursuant to this Contract. Upon request of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all solid waste collected by the Contractor pursuant to this Contract. The Contractor's duties and obligations under this Section shall survive and continue after the expiration or termination of this Contract.

3.0 Collection Schedule; Publication of Notice.

- 3.01. The Contractor shall prepare within one (1) week after execution of this Contract schedules of collection days, times, and routes for the collection of Residential Refuse and Recyclables, in accordance with Paragraph 2.0. The collection schedules shall assign each Residential Structure within the City to a collection district and shall, subject to the provisions of this Paragraph, set forth the day and time upon which

regular collection will be made in each collection district. All collection and route schedules and amendments thereto are subject to the written approval of the Director.

- 3.02. Regular collection shall take place on the basis of a five (5) day week, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m., except in the event of an emergency when so authorized by the City Manager. Regular collection shall not take place on Saturday or Sunday, except when necessitated by a holiday falling on a scheduled collection day as provided in Section 3.03, or in the event of an emergency when so authorized by the City Manager.
- 3.03. Regular collection shall not take place on a holiday. In the event a scheduled collection falls on a holiday, the scheduled collection and all subsequent collections shall be made not later than twenty-four (24) hours following the regularly scheduled time, until such time as the regular collection schedules may be resumed. For purposes of this Section, "holiday" means New Year's Day, Independence Day, Thanksgiving Day, Memorial Day, Labor Day, and Christmas Day.
- 3.04. Not less than two (2) weeks prior to the effective date of a collection schedule or amendment thereto, the Contractor shall publish notice of the collection schedule or amendment in a manner reasonably calculated to give notice thereof to all residents of the City. The notice shall include, at a minimum, the day of the week upon which collection shall be made in each collection district; a City map that delineates the collection districts by street; the name, address, and telephone number of the Contractor; a statement as to the manner and method by which complaints regarding collection service may be made and resolved; the proper location for Residential Refuse Containers and Recycling Containers pending collection; and the time of day at which the containers must be so placed. The Contractor shall assume all costs incurred in connection with the publication requirements of this Section.

4.0 Containers; Method of Collection.

- 4.01. The Contractor, at its own expense, shall provide each Residential Unit within a Residential Structure with (i) a Recycling Container for each category of Recyclables to be collected, and (ii) a Residential Refuse Container of the size selected by the owner or occupant of the Residential Unit (large or small). Except as provided in Section 4.02, from the date such containers are delivered, the Contractor shall not be required to collect any Residential Refuse, Recyclables that is not properly contained in a Residential Refuse Container, or Recycling Container, respectively.
- 4.02. In the event an owner or occupant of a Residential Unit within a Residential Structure has more Residential Refuse than can be accommodated by his or her Residential Refuse Container, such owner or occupant may place excess Residential Refuse in properly-sealed and tagged plastic bags along with the Residential Refuse Container. The Contractor shall report to the Director the number of excess bags per month collected from the Residential Unit.
- 4.03. Residential Refuse Containers, and Recycling Containers damaged through the

negligence or carelessness of the owner or occupant shall be replaced by the Contractor and the cost thereof shall be charged to the owner or occupant. The Contractor will replace at its own expense, and at no cost to the owner or occupant of a Residential Unit, Residential Refuse Containers, and Recycling Containers which are stolen or which have been damaged by the Contractor's vehicles, or which become damaged or unusable through normal wear and tear.

5.0 Further Obligations of the Contractor.

- 5.01. The Contractor shall make no changes to operational, collection, or material preparation procedures without receiving written approval from the City at least thirty (30) days prior to the implementation of such change. The Contractor shall assist the City, either financially or in a manner acceptable to the City, with the dissemination of notices to collection districts informing residents of the changes.
- 5.02. The Contractor shall provide safe, clean, odorless, watertight, and insect and vermin proof compaction type collection trucks. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition at all times.
- 5.03. All facilities, vehicles, and equipment used by Contractor shall meet all federal and Michigan requirements for safety and sanitation.
- 5.04. The Contractor represents and warrants that it shall not discriminate in its operations, including, but not limited to, the hiring of employees on the basis of race, color, religion, sex, age, or national origin. Contractor shall comply with all Michigan and federal laws, regulations, and executive orders relating to hiring, hours of work, and manner of pay.
- 5.05. The Contractor shall hire and pay its employees as employees of the Contractor. Persons hired by the Contractor shall not be deemed to be employees or otherwise in any contractual relationship with the City, and the Contractor shall be solely responsible to pay contributions measured by the wages of said employees as required by the Social Security Act, the Internal Revenue Code, or laws of the State of Michigan, and shall assume and does so assume exclusive liability for said contributions.
- 5.06. The Contractor shall also provide the City with commercial grit, trash, and recycling wastehauling services in accordance with the account, service, size, frequency, and rates set forth in the Commercial Rate Table attached as Appendix A and incorporated herein by reference.

6.0 Service Investigation and Complaints.

- 6.01. The Contractor shall maintain an office for receipt of service calls and complaints. The office shall be open and available for calls Monday through Friday of each week from 8:00 a.m. to 5:00 p.m. The office shall contain at least one (1) telephone line with toll-free number which shall be listed under the name of the Contractor in local telephone directories. The Contractor shall provide an employee attendant in such office during

all hours that such office is required to be open to accept service calls and complaints. In the event collection activities take place later than 6:00 p.m., or on a Saturday or Sunday as authorized by this Contract, the employee shall remain in service at the office described in this Section until all route and collection activities are completed.

- 6.02. The Contractor agrees to maintain regular contact, on at least a weekly basis, with the City Administrative Offices for the purpose of receiving and responding to questions and complaints regarding collection within the City.
- 6.03. The Contractor agrees to record all complaints and requests for investigations received at its designated office or at the City Administrative Offices on a service investigation form acceptable to the Director. The service investigation form shall indicate the date and time the complaint or request for investigation was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. The Contractor shall retain two (2) copies of the service investigation form and shall supply one (1) copy to the Director or his or her designee. The Contractor agrees to provide service investigation forms at its own expense.
- 6.04. Upon receipt of a complaint or request for investigation, Contractor agrees to promptly investigate the incident and take such corrective action as is necessary to comply with its obligations under this Contract, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or carelessness, and the complaint is received by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the complaint is received after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the decision of the City Manager shall be binding on the Contractor.
- 6.05. Upon completion of its investigation and the taking of corrective action as required by this Paragraph, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action on the remaining two (2) copies of the service investigation form in its possession. The Contractor shall retain one (1) copy of the completed service investigation form and deliver the remaining one (1) copy to the Director or his or her designee.

7.0 Obligations of the City.

- 7.01. The City shall provide to the Contractor, on a monthly basis, the number of Residential Units to be serviced within the City and the number of such Residential Units utilizing the large and small size Residential Refuse Containers, respectively. As additions or deletions are made to these numbers, the City shall, on a monthly basis, notify the Contractor of the revised numbers.
- 7.02. [Reserved.]

- 7.03. The City shall be responsible for, and the Contractor shall bear no responsibility for, the assessment, billing, processing, and collection of all charges imposed by the City upon Residential Units for use of the System; provided, however, that the Contractor shall comply with a written request by the Director to deny service to a Residential Unit as a lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Residential Unit to the City.
- 7.04. The City shall provide written notice to the Contractor of an election to suspend service made by an owner or occupant of a Residential Unit. The notice shall provide the address of the Residential Unit so electing, and shall provide the effective date or dates of the election. The Contractor shall not be entitled to any compensation hereunder with respect to a Residential Unit so electing for the period of time during which the service is suspended.
- 7.05. [Reserved.]
- 7.06. The City shall require its citizens to place Residential Refuse Containers and Recycling Containers at the front of the curb line of the Residential Structure in plain view of the roadways.
- 8.0 Compensation.
- 8.01. In the first year of this Contract, the City shall pay to the Contractor for the collection of Residential Refuse and Recyclables as provided herein, the sum of \$13.62 per Residential Unit per month for Residential Units utilizing the large size Residential Refuse Containers, and the sum of \$12.61 per Residential Unit per month for Residential Units utilizing the small size Residential Refuse Containers. The total number of Residential Units being serviced, and the proportion of Residential Units utilizing the large and small size Residential Refuse Containers, shall be determined by the City pursuant to Section 7.01 hereof. Payments of said monthly installments shall be made on or before the thirtieth day of each month for services performed in the preceding month. See attached rate tables. For other services provided by the Contractor, the City shall pay to the Contractor the rates of compensation set forth in the rate tables attached as Appendix A and incorporated herein by reference.
- 8.02. In the first year of this Contract, the Contractor shall be entitled to compensation for excess Residential Refuse collected by the Contractor pursuant to Section 4.02 at the rate of \$4.00 per excess plastic bag of Residential Refuse. For other services provided by the Contractor, the City shall pay to the Contractor the rates of compensation set forth in the rate tables attached in Appendix A and incorporated herein by reference.
- 8.03. Contractor reserves the right to petition the City for increases in prices due to government taxes, fees, surcharges, fuel costs, etc. Any rate change shall be subject to approval by the City Council. The quoted rates include all fuel costs with no fuel surcharge. In the event that the cost of diesel exceeds \$4.00 per gallon continuously for three (3) consecutive months, Contractor reserves the right to charge the City a fuel surcharge per household for each month price is above \$4.00 per gallon. Pricing shall

increase \$0.01 for each \$0.04 increase in diesel fuel above the \$4.00 per gallon. There are no adjustments for fuel below the base amount. The price of diesel fuel shall be determined for the U.S. Department of Energy website using the Midwest Index, at the following (or any successor) website: <https://www.eja.gov/petroleum/gasdiesel/> Example: The cost of diesel fuel is \$4.40/gallon, the fuel surcharge would be \$0.10 per household, per month above the \$4.00 per gallon base rate.

8.04. Compensation set forth in this Paragraph 8 shall be the only compensation paid to the Contractor for services performed under this Contract.

9.0 Hold Harmless; Insurance; Performance Bond.

9.01. The Contractor agrees to defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any and all loss, expense, damage, charge, and cost (including, without limitation, court costs and attorney fees), and injury to or death of persons, or injury to or destruction of property suffered or alleged to have been suffered, arising out of or in connection with any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the work provided in this Contract. The Contractor's duties and obligations under this Paragraph shall survive and continue after the expiration or termination of this Contract.

9.02. The Contractor shall secure and maintain, for the duration of the term of this Contract, workers' compensation insurance, and general liability insurance for bodily injury and property damage in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$1,000,000 per occurrence for property damage. The City, its departments, public officials and officers, employees, and agents shall be additional named insureds on all such policies of insurance. The Contractor shall deliver said policies or certificates of insurance to the City. In the event the Contractor fails to secure and maintain insurance coverage as required by this Section, the City may, at its option, obtain such insurance and deduct the costs thereof from the amount due to the Contractor pursuant to Paragraph 8 of this Contract.

9.03. In order to guarantee the faithful performance of this Contract by the Contractor, the Contractor hereby agrees to post a performance bond acceptable to the City Manager, naming the City as beneficiary, in the amount of \$50,000.00.

10.0 Nonperformance.

10.01. In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its duties, obligations, or responsibilities under this Contract, the City may, after five (5) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. The City may collect such costs in any manner authorized by law, or the City may deduct the costs from amounts due or to become due to the Contractor under this Contract.

11.0. Right of Termination; Notice.

- 11.01. The City and the Contractor shall have the right to terminate this Contract in the event of a material breach by the other party of any of the covenants, terms, or conditions of this Contract and such material breach or nonperformance continues for a period of thirty (30) days after written notice of such material breach or nonperformance is provided to the other party.
- 11.02. The City shall have the right to terminate this Contract upon fifteen (15) days written notice in the event that the Contractor ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason.
- 11.03. In the event of a termination under Section 11.01 or 11.02 by the City, the Contractor shall be liable to the City for any damages the City sustains by virtue of Contractor's breach of this Contract and any reasonable costs the City might incur in enforcing or attempting to enforce this agreement, or in finding alternative methods for carrying out the purposes and covenants of this Contract. The City may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due (including court costs and attorney fees incurred by the City) by reason of the damages suffered by the City as a result of Contractor's breach of this Contract are determined in law or equity. It is expressly understood that Contractor shall remain liable to the City for any damages the City may sustain in excess of any set-off.

12.0. Assignment.

- 12.01. The Contractor agrees that it shall neither assign nor subcontract this Contract, or any part thereof, to any person, firm, or organization unless said assignment or subcontract is first approved in writing by the City. The Contractor agrees that such written approval may be granted or withheld in the sole discretion of the City.
- 12.02. The City may assign its duties and obligations under this Contract, in whole or in part, to another public entity, upon thirty (30) days written notice to the Contractor.

13.0. Term of Contract

- 13.01. The term of this Contract shall be five years commencing March 1, 2023 through February 29, 2028.

14.0. Miscellaneous Provisions.

- 14.01. The terms of this Contract may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Contract, is in writing, and is signed by the Contractor and duly authorized representatives of the City.

- 14.02. Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Contract shall not be construed as a contract of agency.
- 14.03. This Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.
- 14.04. This Contract is made solely for the benefit of the Contractor and the City and the City's assigns, and no other person, partnership, organization, association, or corporation shall acquire or have any right under or by virtue of this Contract.
- 14.05. If any Paragraph, Section, clause, or provision of this Contract be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such Paragraph, Section, clause, or provision shall not affect the validity of any and all remaining Paragraphs, Sections, clauses, or provisions.
- 14.06. All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

To the City:

259 Kent Street
Portland, Michigan 48875_

Attention: _____

To the Contractor:

16980 Wood Road
Lansing, Michigan 48906

Attention: Scott Truman

The City or the Contractor may by written notice to the other, designate any additional or different addresses to which subsequent notices, approvals, consents, requests, demands, or formal actions shall be sent.

- 14.07. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representation, understandings, or agreements relating to the subject matter hereof.
- 14.08. Any failure to enforce any provision of this Contract or waiver by the City of any breach by the Contractor of any provision of this Contract shall not constitute a waiver of any other provision of this Contract or any subsequent breach by the Contractor of any provision of this Contract.
- 14.09. It is expressly understood and agreed that Contractor is an independent contractor. The employees, servants, and agents of Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the City. Contractor's employees, servants, and agents shall not be entitled to any fringe benefits of the City such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity. Contractor shall be responsible for paying any salaries, wages, or other compensation due its employees

for services performed pursuant to this Contract and for the withholding and payment of all applicable taxes, including but not limited to, income and social security taxes to the proper Federal, state, and local governments.

WITNESSED BY:

CITY OF PORTLAND

By:

James E. Barnes
Its: Mayor

By:

Nikki Miller
Its: City Clerk

WITNESSED BY:

GRANGER WASTE SERVICES

By:

Todd Granger
Its: Secretary

APPENDIX A
RESIDENTIAL RATE TABLE

5.0% Annual increase

SERVICE	SIZE	FREQUENCY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
			MONTHLY RATE PER SERVICE				
Trash	96-gallon cart	Weekly	\$10.12/cart	\$10.63/cart	\$11.16/cart	\$11.72/cart	\$12.30/cart
Trash	65-gallon cart	Weekly	\$9.11/cart	\$9.56/cart	\$10.04/cart	\$10.54/cart	\$11.07/cart
Bag Tag Service		As needed	\$4.00/tag	\$4.20/tag	\$4.41/tag	\$4.63/tag	\$4.86/tag
Recycling	96-gallon cart	EOW	\$3.50/cart	\$3.68/cart	\$3.86/cart	\$4.05/cart	\$4.25/cart
Yard Waste			No bid	No bid	No bid	No bid	No bid

Granger carts are replaced at no charge for normal wear and tear. If the cart has been damaged due to customer negligence, \$65.00 will be charged for replacement. Customer negligence may include, but not limited to hot coals or ashes in a cart.

Bags not in Contractor's carts are to be no larger than 30-gallon and weigh no more than 30 pounds each. Each bag is to have Contractor's bag tag.

RESIDENTIAL BULK RATE TABLE

SERVICE	DESCRIPTION	RATE
Large Bulk Item	Couch, treadmill, washer, etc.	\$54.00 per item
Small Bulk Item	Vacuum, toilet, child's bicycle, etc.	\$21.60 per item
Freon Charge	Item missing sticker that freon was removed by a professional will be charged	\$15.00 per item
Carpet Roll	Maximum size: 4 feet x 12 inches, securely tied	\$10.30 per roll
Christmas Tree	Sections 4 feet or less	\$10.00 per tree
Wasted Trip Charge	Item(s) not out when truck arrives	\$15.75

Rates are Contractor's standard bulk rates, rates are subject to change.

COMMERCIAL RATE TABLE

5.0% annual increase

ACCOUNT	SERVICE	SIZE & FREQUENCY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
			MONTHLY RATE				
1231905 Wastewater	Grit	2YD FEL 1x/WK	\$164.00	\$172.20	\$180.81	\$189.85	\$199.34
2506150 451 Morse Rd	Trash	6YD FEL 3x/WK	\$312.00	\$327.60	\$343.98	\$361.18	\$379.24
21081900 Electric	Trash	4YD FEL 1x/WK	\$93.00	\$97.65	\$102.53	\$107.66	\$113.04
2873680 Fire & Police	Trash	4YD FEL 1x/WK	\$93.00	\$97.65	\$102.53	\$107.66	\$113.04
18064960 Wastewater	Recycle	(2) 96G Recycle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17892490 City Hall	Recycle	(2) 96G Recycle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ANNUAL SPRING RESIDENTIAL COLLECTION OF BULK WASTE

5.0% annual increase

SERVICE	DETAILS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
REL truck	Hourly rate w/ driver	\$266.50/truck	\$279.83/truck	\$293.82/truck	\$308.51/truck	\$323.93/truck
Disposal per yard		\$24.00	\$25.20	\$26.46	\$27.78	\$29.17
40YD Roll-off	Rate includes disposal	\$740.00	\$777.00	\$815.85	\$856.64	\$899.47

REL truck rate is charged from the time the truck leaves Granger Waste Services yard located at 16980 Wood Road, Lansing until the truck returns to the yard.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-05

**A RESOLUTION APPROVING FLEIS & VANDENBRINK’S PROPOSAL
TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE
DIVINE HIGHWAY BRIDGE REPLACEMENT PROJECT**

WHEREAS, the City of Portland received funding through Michigan Department of Transportation’s Local Bridge Program for the replacement of the Divine Highway Bridge (the “Project”); and

WHEREAS, Fleis & VandenBrink has submitted a proposal to provide design engineering services for the Project in the amount of \$150,000.00, as outlined in the attached Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves Fleis and VandenBrink’s Proposal to provide design engineering services for the Divine Highway Bridge Replacement Project in the amount of \$150,000.00, as outlined in the attached Exhibit A
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2023

Monique I. Miller, City Clerk



January 23, 2023

Via Email: citymanager@portland-michigan.org

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

RE: Divine Highway Bridge Replacement – Proposal for Design Engineering Services

Dear Tutt:

Congratulations once again on the City receiving funding from the Michigan Department of Transportation’s Local Bridge Program for replacement of the Divine Highway Bridge over the Looking Glass River! The \$3,412,000 construction cost estimate in our application included replacement of the bridge using part width construction and temporary traffic signals to keep a lane open for emergency services and other traffic throughout most of the construction process. The cost estimate also included removal of abandoned mill structures and reconstruction of a portion of the adjacent concrete retaining wall. MDOT funds 95% of the construction costs, with the City responsible for a 5% match plus engineering, administration and right of way acquisition costs, if any.

We completed a feasibility study for the crossing recently, which will be used as the basis of design. The feasibility study concluded that part width construction is possible and a two-span structure will be required to maintain the required underclearance for the river trail, with the new pier located adjacent to the trail as opposed to in the normal waterway area.

As you can imagine, the design process for a complete bridge replacement project is much more involved than a preventative maintenance project, as we recently completed for the Grand River Avenue bridge. There is an extra plan review stage with MDOT, and the environmental clearance work can be significantly more complicated. As such, it is important to start as soon as possible to attempt to be ready for construction in 2024, in case the City desires to construct this project concurrently with the Kent Street reconstruction project.

We propose to complete the scope of services outlined in the attached Work Plan in accordance with the following budget:

Task	Budget
Environmental Clearance	\$4,400
Mussel Survey Allowance	\$10,000
Type, Size and Location Design	\$39,600
Soil Borings & Geotechnical Report	\$18,000
Easement/Grading Permit Assistance	\$2,800
Preliminary Design	\$52,600
Final Design	\$22,600
Total Proposed Design Budget	\$150,000

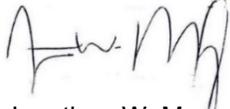
2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

We will prepare a proposal for construction phase engineering services after the construction schedule has been established.

Authorization to proceed with the work can be given by returning a copy this proposal, signed below as indicated. In the meantime, please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P.E.
Project Manager



Don DeVries, P.E.
Principal

Encl.

WORK AUTHORIZATION

*Fleis & VandenBrink Engineering, Inc. is hereby authorized to perform Professional Services for the **Divine Highway Bridge Replacement – Design Engineering Services** as detailed in this proposal, under our existing Professional Services Agreement (PSA) dated March 16, 1993.*

By _____

Date _____

WORK PLAN

A. DESIGN ENGINEERING SERVICES

Type, Size and Location Design Phase

1. Meet with City staff to review the project background, scope, schedule and budget. Review design criteria and solicit feedback on various design elements (railing type, e.g.).
2. Review the results of the feasibility study, including the topographic survey, to see that they are applicable for use during design.
3. Request mapping of the project area from private utilities and incorporate the information into the topographic survey.
4. Obtain soil borings and geotechnical report for the project. Based on the anticipated bridge configuration, we are anticipating three soil borings with a depth of approximately 50 feet.
5. Complete a voluntary pre-application submittal to EGLE to review the proposed layout and other design aspects.
6. Perform preliminary hydraulic and scour analysis of the crossing to compare the existing and proposed conditions.
7. Prepare and submit the MDOT Local Agency Environmental Clearance Form (5323) for the project. We have assumed that environmental clearance work will be limited to mapping review and clearance letters. We have included an allowance for a mussel survey, in case the project falls within the habitat limits for threatened or endangered species. If initial environmental clearance work determines that additional clearance work is required beyond that, we will prepare a work plan and budget for the additional services required.
8. Prepare the Type, Size and Location (TS&L) Plans in accordance with MDOT's requirements for Local Agency bridge projects. Briefly, the TS&L plan set will consist of the following:
 - a. A General Plan of Site showing the location of the structure. The plan will include vertical and horizontal alignment and contours.
 - b. A General Plan of Structure showing the plan, profile and cross section of the structure and roadway approaches.
 - c. Soil boring logs, if available at the time of submittal.
 - d. Existing utility information.
9. Evaluate the impact of the proposed structure on private utilities (gas, telephone and cable TV), as well as electric. Most of those utilities are located within the west sidewalk on the existing bridge and will need to be relocated for this project. Begin coordination work.
10. Review the bridge layout against existing right of way boundaries. Based on the results of the feasibility study, it appears that the project can be completed within the existing right of way. We have included an allowance for easement/grading permit assistance, if that becomes necessary during design.
11. Review TS&L plans with City staff. Incorporate comments as required and submit to MDOT for review.

Preliminary Design Phase

1. Prepare and submit the Program Application for the project.

2. Draft preliminary design including the following items in accordance with MDOT's guidelines for Local Agencies. We anticipate the plans to consist of the following:
 - a. Title sheet.
 - b. Maintaining traffic details.
 - c. Staging details.
 - d. General Plan of Site.
 - e. Log of Borings sheets.
 - f. General Plan of Structure.
 - g. Construction detail sheets.
 - h. Approach details.
 - i. Quantity sheet.
 - j. MDOT Special Details.
3. Complete hydraulic and scour analysis for the structure.
4. Prepare and submit the EGLE/US Army Corps of Engineers Joint Permit Application for the project. Answer EGLE questions and provide supplemental information as required during the permit review process.
5. Prepare special provisions for modified or non-standard work items in accordance with MDOT requirements.
6. Prepare preliminary estimate of probable construction cost for the project.
7. Send copies of preliminary plans to utility companies for review and coordination of utility relocations required for the project.
8. Submit the preliminary bid package materials to MDOT and attend the Grade Inspection meeting (GI).

Final Design Phase

1. Complete final design and prepare final construction drawings in accordance MDOT standards. (Incorporate comments from the GI review).
2. Coordinate final utility relocation issues in conjunction with the final plan preparation.
3. Prepare updated estimate of probable construction cost and special provisions.
4. Submit final drawings, special provisions, bid items and cost estimate to MDOT electronically in accordance with current standards.
5. Make final revisions as required by MDOT, if applicable.
6. Review the draft proposal prepared by MDOT on behalf of the City.
7. Answer questions and assist with addenda, as needed, during bidding (administered by MDOT).
8. Once available, review the bid results and tabulation with the City.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-06

**RESOLUTION AUTHORIZING RIVER'S EDGE LANE
TO BE ADDED TO THE CITY'S ACT 51 MAP**

WHEREAS, Supervisor Linebaugh's Addition was platted prior to 2022 and the City subsequently acquired public right of way related to River's Edge Lane; and

WHEREAS, the public length of Rivers Edge Lane is 169.72 feet, as illustrated in the attached Sketch of Description prepared by Fleis & VandenBrink dated January 27, 2023, a copy of which is attached as Exhibit A; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That the center line of said street is described as:
Commencing at the southeast corner of Lot 49, Supervisor Linebaugh's Addition to the Village (now City) of Portland, as recorded in the plat thereof in Liber 2 of Plats, Page 52, Ionia County Records; thence S47°30'00"E 33.00 feet to the centerline of Divine Highway; thence N15°30'00"E 112.06 feet parallel with the east lines of Lots 49, 50 and 51 being the west line of Divine Highway to the point of beginning; thence N49°30'00"W 169.72 feet more or less to a point on the easterly line of River's Edge Lane (Private) being part of River's Edge Condominium, Ionia County Subdivision No. 33, length of street being 170 feet
2. That said street is located within a City right-of-way and is under the control of the City of Portland.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.
5. 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: February 6, 2023

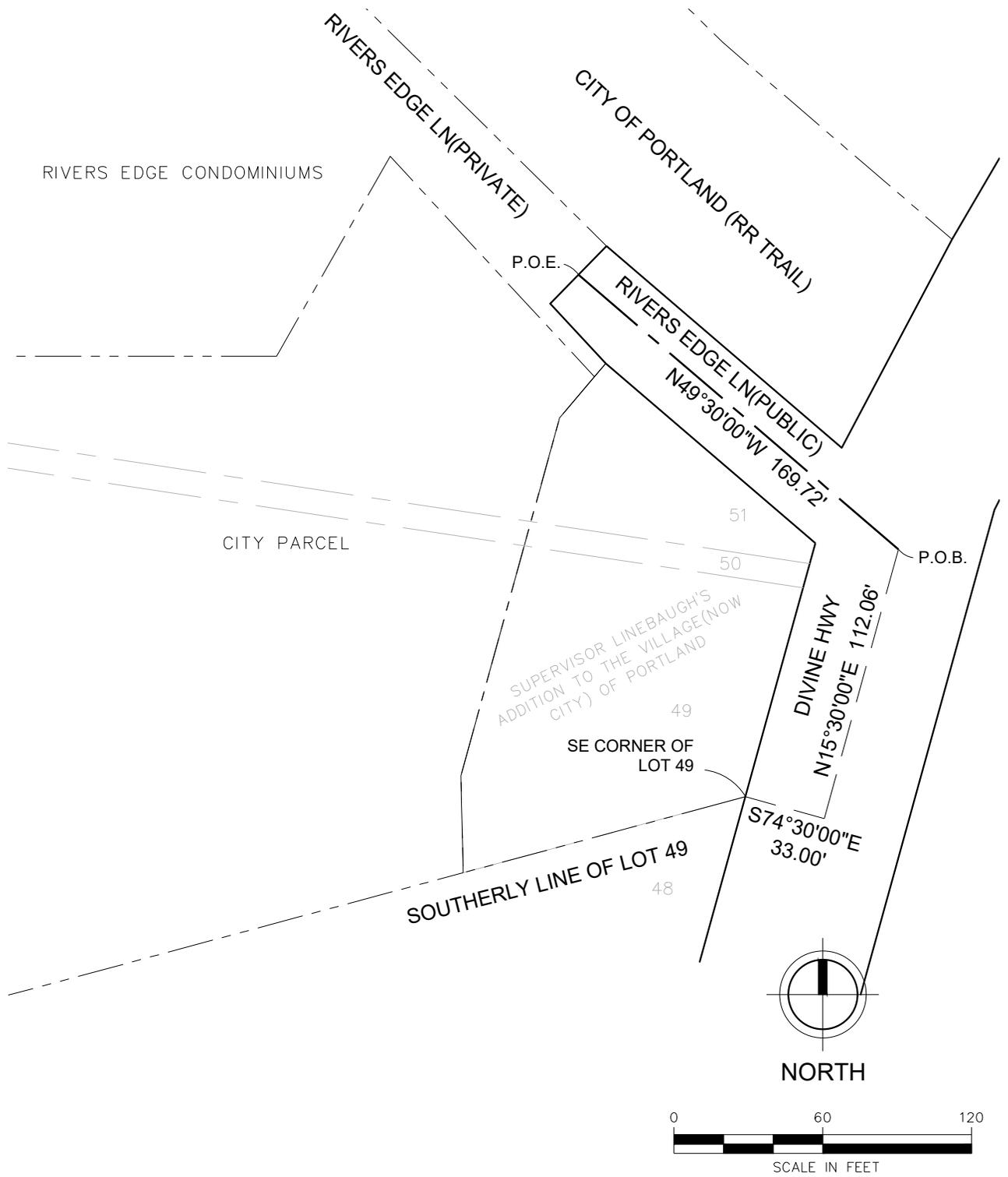
Monique I. Miller, City Clerk

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of Portland at their regular meeting held on February 6, 2023, at 7:00 P.M. in Portland, Michigan, with a quorum present.

Dated: February 6, 2023

Monique I. Miller, City Clerk

SKETCH OF ACT 51 DESCRIPTION



DESCRIPTION:

PART OF SECTION 33, TOWN 6 NORTH, RANGE 5 WEST, CITY OF PORTLAND, IONIA COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 49, SUPERVISOR LINEBAUGH'S ADDITION TO THE VILLAGE (NOW CITY) OF PORTLAND, AS RECORDED IN THE PLAT THEREOF IN LIBER 2 OF PLATS, PAGE 52, IONIA COUNTY RECORDS; THENCE S47°30'00"E 33.00 FEET TO THE CENTERLINE OF DIVINE HWY; THENCE N15°30'00"E 112.06 FEET PARALLEL WITH THE EAST LINES OF LOTS 49, 50, AND 51 BEING THE WEST LINE OF DIVINE HWY TO THE POINT OF BEGINNING; THENCE N49°30'00"W 169.72 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF RIVERS EDGE LANE (PRIVATE) BEING PART OF RIVERS EDGE CONDOMINIUM, IONIA COUNTY SUBDIVISION NO. 33
 LENGTH OF STREET BEING 169.72'

F&V PROJECT NO.
1110_0019



2960 Lucerne Drive SE
 Grand Rapids, MI 49546
 P: 616.977.1000
 F: 616.977.1005

SKETCH OF ACT 51
 SECTION 33, T6N, R5W
 IONIA CO, MICHIGAN

CITY OF PORTLAND
 RIVERS EDGE LANE

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-07

**RESOLUTION AUTHORIZING W. ORCHARD STREET
TO BE ADDED TO THE CITY'S ACT 51 MAP**

WHEREAS, Supervisor Linebaugh's Addition No. 2 and Bailey's Addition were platted prior to 2022 and the City subsequently acquired public right-of-way related to W. Orchard Street; and

WHEREAS, the public length of W. Orchard Street is 244 feet, as illustrated in the attached Sketch of Description prepared by Fleis & VandenBrink dated January 27, 2023, a copy of which is attached as Exhibit A; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That the center line of said street is described as:
Commencing at the intersection of the west line of Riverside Drive (platted as Beers Street) and the north line of Orchard Street being the southwest corner of Lot 42 Supervisor Linebaugh's Addition No. 2 to the Village (now City) of Portland, as recorded in the plat thereof in Liber 2 of Plats, Page 54, Ionia County records; thence S52°00'00"W 33.00 feet at right angles; thence S38°00'00"W 33.00 feet parallel with the west line of Riverside Drive and its extension to the point of beginning; thence N52°00'00"W 244.00 feet to the point of ending, length of street being 244 feet
2. That said street is located within a City right-of-way and is under the control of the City of Portland.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.
5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:
Nays:
Absent:
Abstain:

RESOLUTION DECLARED ADOPTED.

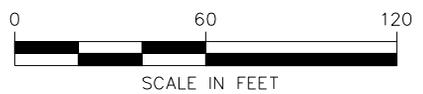
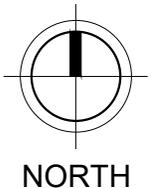
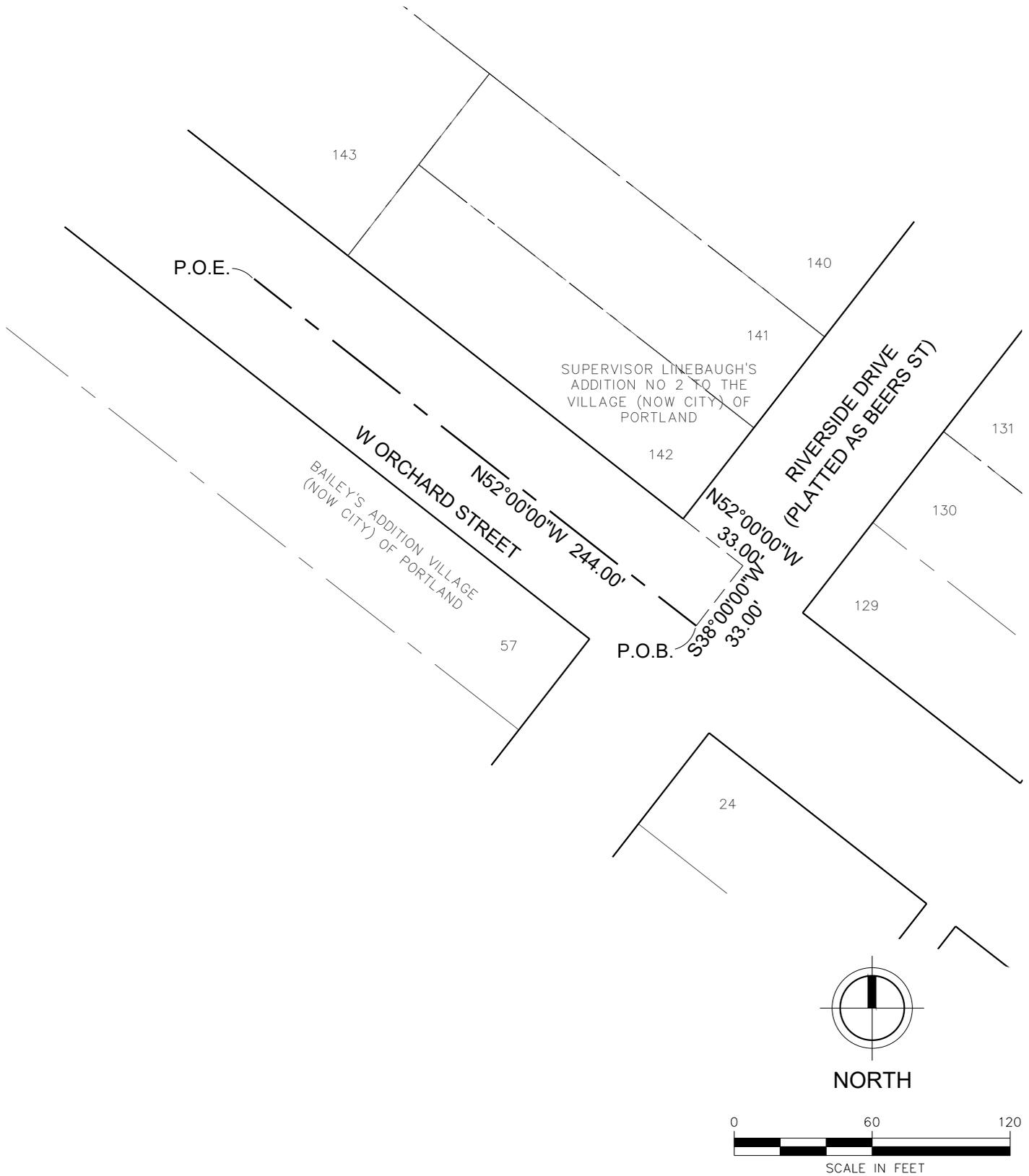
Dated: February 6, 2023

Monique I. Miller, City Clerk

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of Portland at their regular meeting held on February 6, 2023, at 7:00 P.M. in Portland, Michigan, with a quorum present.

Dated: February 6, 2023

Monique I. Miller, City Clerk



DESCRIPTION:

PART OF SECTION 33, TOWN 6 NORTH, RANGE 5 WEST, CITY IF PORTLAND, IONIA COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF RIVERSIDE DRIVE(PLATTED AS BEERS ST) AND THE NORTH LINE OF ORCHARD STREET BEING THE SOUTHWEST CORNER OF LOT 42 SUPERVISOR LINEBAUGH'S ADDITION NO 2 TO THE VILLAGE (NOW CITY) OF PORTLAND, AS RECORDED IN THE PLAT THEREOF IN LIBER 2 OF PLATS, PAGE 54, IONIA COUNTY RECORDS; THENCE S52°00'00\"/>

F&V PROJECT NO.
1110_0019



2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005

**SKETCH OF ACT 51
SECTION 33, T6N, R5W
IONIA CO, MICHIGAN**

**CITY OF PORTLAND
WEST ORCHARD STREET**

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-08

**RESOLUTION AUTHORIZING BARR STREET
TO BE ADDED TO THE CITY'S ACT 51 MAP**

WHEREAS, Bartow's Second Addition was platted prior to 2022 and the City subsequently acquired public right of way related to Barr Street (platted as Elm Street); and

WHEREAS, the public length of Barr Street is 109.67 feet, as illustrated in the attached Sketch of Description prepared by Fleis & VandenBrink dated January 27, 2023, a copy of which is attached as Exhibit A; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That the center line of said street is described as:
Commencing at the southeast corner of Lot 471, Bartow's Second Addition to the Village (now City) of Portland; thence S38°42'12"E 33.00 feet at right angles to the centerline of Union Street; thence S51°17'48"W 374.16 feet parallel with the northwesterly line of Union Street and its extension to the point of beginning, thence N37°45'18"W 46.02 feet; thence northwesterly 35.32 feet along a 39.94 foot radius curve to the left the long chord of which bears N63°05'09"W 34.18 feet; thence N89°02'58"W 109.67 feet to the point of ending, length of street being 191 feet
2. That said street is located within a City right-of-way and is under the control of the City of Portland.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.
5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:
Nays:
Absent:
Abstain:

RESOLUTION DECLARED ADOPTED.

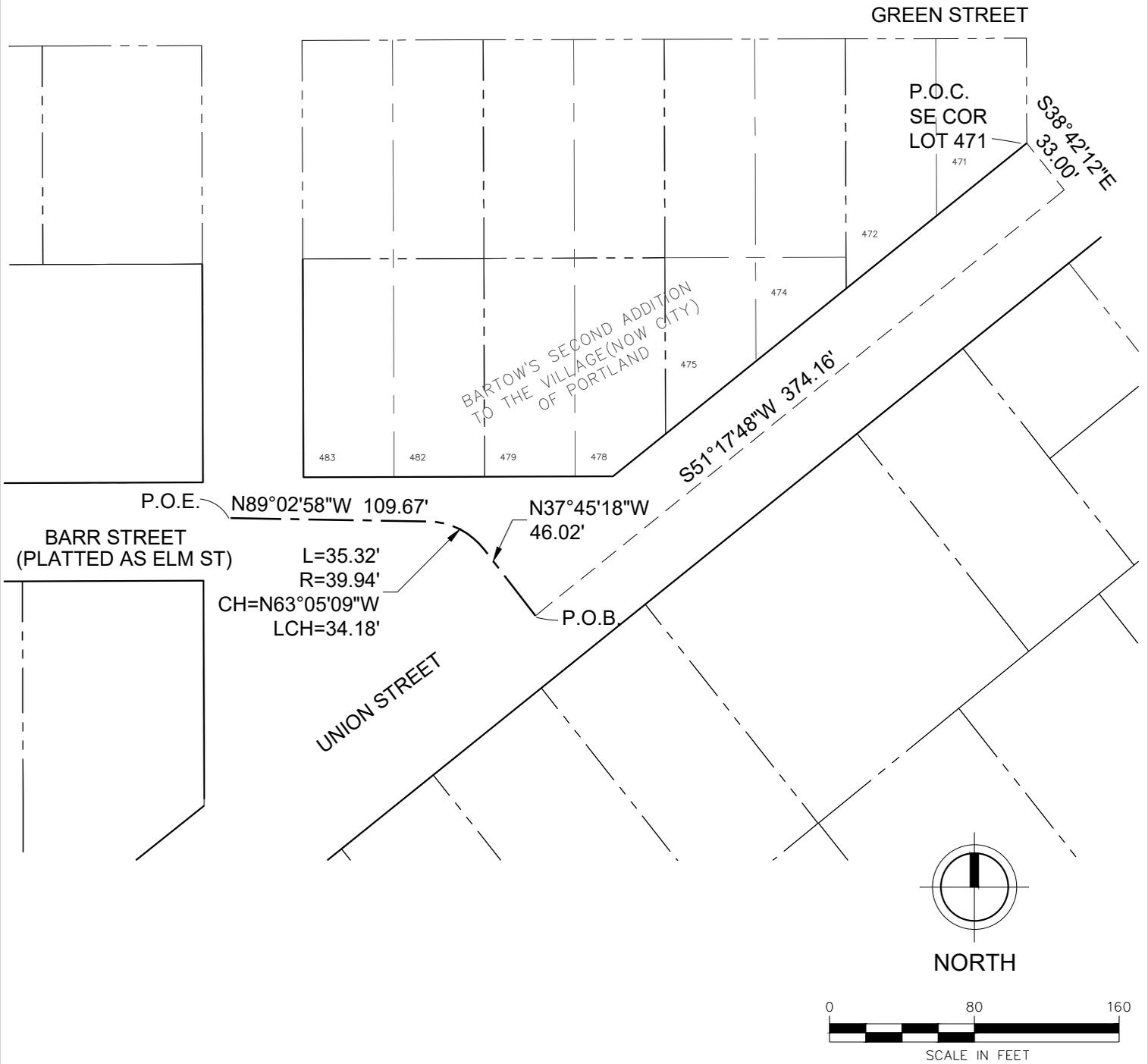
Dated: February 6, 2023

Monique I. Miller, City Clerk

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of Portland at their regular meeting held on February 6, 2023, at 7:00 P.M. in Portland, Michigan, with a quorum present.

Dated: February 6, 2023

Monique I. Miller, City Clerk



DESCRIPTION:

PART OF SECTION 33, TOWN 6 NORTH, RANGE 5 WEST, CITY OF PORTLAND, IONIA COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 471, BARTOW'S SECOND ADDITION TO THE VILLAGE(NOW CITY) OF PORTLAND; THENCE $S38^{\circ}42'12''E$ 33.00 FEET AT RIGHT ANGLES TO THE CENTERLINE OF UNION STREET; THENCE $S51^{\circ}17'48''W$ 374.16 FEET PARALLEL WITH THE NORTHWESTERLY LINE OF UNION STREET AND ITS EXTENSION TO THE POINT OF BEGINNING; THENCE $N37^{\circ}45'18''W$ 46.02 FEET; THENCE NORTHWESTERLY 35.32 FEET ALONG A 39.94 FOOT RADIUS CURVE TO THE LEFT THE LONG CHORD OF WHICH BEARS $N63^{\circ}05'09''W$ 34.18 FEET; THENCE $N89^{\circ}02'58''W$ 109.67 FEET TO THE POINT OF ENDING. LENGTH OF STREET BEING 191'

F&V PROJECT NO.
1110_0019



2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005

SKETCH OF ACT 51
SECTION 33, T6N, R5W
IONIA CO, MICHIGAN

CITY OF PORTLAND
BARR STREET

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-09

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

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

WHEREAS, F&V Construction has performed work in accordance with the design-build agreement and has submitted a request for payment in the amount of \$65,718.00, a copy of which is attached as Exhibit A.

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the pay request from F&V Construction for work performed for the wastewater treatment plant project in the amount of \$65,718.00, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2023

Monique I. Miller, City Clerk

To (Owner):	City of Portland 259 Kent Street Portland, MI 48875	Project:	Wastewater System Improvements CWSRF No. 5758-01	Invoice No.:	2115
DESIGN-BUILDER:	F&V Construction 2960 Lucerne Drive SE Grand Rapids, MI 49546			Application No.:	12
				Application Date:	January 25, 2023
				Period to:	January 31, 2023
				FVC Proj No.:	1221
				Contract Date:	December 23, 2021

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY

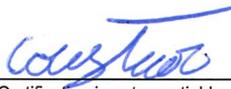
	ADDITIONS	DELETIONS
Change Orders Approved		
Change Order No. 1	\$ 28,649.69	\$0.00
<hr/>		
TOTALS	\$ 28,649.69	\$ -
<hr/>		
Approved this Month		
<hr/>		
TOTALS	\$ -	\$ -
<hr/>		
Net Change by Change Orders	\$ 28,649.69	\$ -

1. ORIGINAL CONTRACT SUM	\$ 12,750,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 28,649.69
3. ADJUSTED CONTRACT SUM TO DATE (Line 1 + Line 2)	\$ 12,778,649.69
4. TOTAL COMPLETED & STORED TO DATE	\$ 1,091,092.00
5. RETAINAGE	\$ 35,109.20
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 1,055,982.80
7. LESS PREVIOUS PAYMENTS	\$ 990,264.80
<hr/>	
8. CURRENT PAYMENT DUE	\$ 65,718.00
<hr/>	
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 4 + Line 5)	\$ 11,722,666.89

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.) \$ 65,718.00

DESIGN-BUILDER:

By:  Date: 1/25/2023
 This Certification is not negotiable. The AMOUNT CERTIFIED is payable only to party named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

APPROVALS:

By: _____ Date: _____
 CITY OF PORTLAND

CERTIFICATE FOR PAYMENT

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

Payment Application No. 12

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

Contract No.	Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previously Invoiced	Work Completed this Period	Total Completed to Date	Balance to Finish	Percent Complete
C1	Site Work & Excavation	\$ 1,557,040.00	\$ 15,000.00	\$ 1,572,040.00	\$ -	\$ 52,000.00	\$ 52,000.00	\$ 1,520,040.00	3%
C2	Concrete	\$ 684,595.00	\$ -	\$ 684,595.00	\$ -	\$ -	\$ -	\$ 684,595.00	0%
C3	General Trades	\$ 656,125.00	\$ -	\$ 656,125.00	\$ -	\$ -	\$ -	\$ 656,125.00	0%
C4	Painting	\$ 210,568.00	\$ -	\$ 210,568.00	\$ -	\$ -	\$ -	\$ 210,568.00	0%
C5	Mechanical	\$ 4,527,209.20	\$ 11,405.69	\$ 4,538,614.89	\$ -	\$ -	\$ -	\$ 4,538,614.89	0%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ -	\$ 1,072,737.00	\$ -	\$ -	\$ -	\$ 1,072,737.00	0%
C7	Biosolids Storage Tank	\$ 488,780.00	\$ -	\$ 488,780.00	\$ 122,195.00	\$ -	\$ 122,195.00	\$ 366,585.00	25%
C8	Sanitary Sewer Improvements (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C9	Cured-in-Place Pipe (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C10	River Crossing (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C11	Masonry	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	\$ -	\$ -	\$ 225,000.00	0%
C12	Concrete Demo (Included in C1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C13	Owner's System Integrator	\$ 49,900.00	\$ -	\$ 49,900.00	\$ -	\$ -	\$ -	\$ 49,900.00	0%
	General Conditions	\$ 313,700.00	\$ -	\$ 313,700.00	\$ 94,000.00	\$ 4,700.00	\$ 98,700.00	\$ 215,000.00	31%
	Design-Builder's Fee	\$ 831,800.00	\$ 2,244.00	\$ 834,044.00	\$ 18,377.00	\$ 4,820.00	\$ 23,197.00	\$ 810,847.00	3%
	Basic Services - Design, VE & Pre-Con	\$ 740,000.00	\$ -	\$ 740,000.00	\$ 740,000.00	\$ -	\$ 740,000.00	\$ -	100%
	Basic Services - PM, Admin, SS	\$ 789,800.00	\$ -	\$ 789,800.00	\$ 43,500.00	\$ 11,500.00	\$ 55,000.00	\$ 734,800.00	7%
	Design-Builder's Contingency	\$ 602,745.80	\$ -	\$ 602,745.80	\$ -	\$ -	\$ -	\$ 602,745.80	0%
	Contract Total	\$ 12,750,000.00	\$ 28,649.69	\$ 12,778,649.69	\$ 1,018,072.00	\$ 73,020.00	\$ 1,091,092.00	\$ 11,687,557.69	9%

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-10

A RESOLUTION APPROVING MANER COSTERISAN'S PROPOSAL TO PROVIDE PROFESSIONAL AUDIT SERVICES

WHEREAS, Maner Costerisan has submitted a proposal, a copy of which is attached as Exhibit A, to provide professional audit services for the fiscal years ending June 30, 2023, 2024 and 2025; and

WHEREAS, subparagraph b. of Section 12.404 E. of the City's Purchasing Ordinance provides an exception to the competitive bidding requirements in the employment of professional services for auditing and accounting; and

WHEREAS, the City Manager and Finance Director are recommending that the Council approve their proposal; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves Maner Costerisan's proposal, a copy of which is attached as Exhibit A, to provide professional audit services for the fiscal years ending June 30, 2023, 2024, and 2025.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2023

Monique I. Miller, City Clerk



2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912

☎ 517.323.7500

🖨 517.323.6346

January 31, 2023

City of Portland
249 Kent Street
Portland, MI 48875

We are pleased to confirm our understanding of the services we are to provide City of Portland for the years ending June 30, 2023, 2024, and 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Portland as of and for the years ending June 30, 2023, 2024, and 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Portland's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Portland's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Required supplementary pension disclosures
4. Required supplementary other post-employment benefit disclosures

We have also been engaged to report on supplementary information other than RSI that accompanies City of Portland's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of expenditures of federal awards
2. Combining statements for nonmajor funds
3. Combining statements for fiduciary funds
4. Individual fund financial statements for the component unit Downtown Development Authority

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning: Management override of controls and revenue recognition.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of City of Portland's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Portland's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Portland's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Portland in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Maner Costerisan and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maner Costerisan personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

William I. Tucker IV is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them.

Based on our preliminary estimates, the fees should approximate the following:

<u>Year Ending June 30,</u>	<u>City Financial Audit</u>	<u>DDA</u>	<u>Single Audit</u>	<u>Total</u>
2023	\$ 20,000	\$ 2,000	\$ 4,500	\$ 26,500
2024	21,500	2,200	4,500	28,200
2025	23,000	2,400	4,500	29,900

This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you. Our invoices for these fees will be rendered as work progresses and are payable on presentation. Past due amounts are subject to a service fee of 1½ % per month. In accordance with firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Third-party confirmation providers for certain financial institutions may invoice us for responding to confirmation requests and we will pass those costs through to you.

For purposes of pricing the Single Audit, the fee quoted above assumes City of Portland will have one major federal program, with one eligible use category. Major programs with additional eligible use categories are required to be audited under the Single Audit Act, there will be an additional charge of \$3,500 per additional eligible use category that incurred expenditures. If additional major federal programs are required to be audited under the Single Audit Act, there will be an additional charge of \$3,500 per additional eligible use categories per additional major federal program.

Our proposal is to provide City of Portland with auditing services, rather than accounting services. The cost schedule detailed on the previous page assumes that extensive journal entries to adjust the accounting records (i.e., bookkeeping) will not be required as part of the audit process. If auditor-proposed journal entries are required in order for the financial statements to be fairly presented in accordance with generally accepted accounting principles, we propose a per entry fee of \$200. This fee will not be billed if there are less than five entries in a given year.

The fees quoted above are based on City of Portland's current levels of client assistance and expertise. Should any of these levels of assistance or expertise change during the period of our engagement, we may need to arrive at a new fee arrangement for the remainder of the agreement.

In any year that City of Portland would like us to prepare the State of Michigan, Department of Treasury F-65 Form, Form Act 51, or Form 5572, we will bill City of Portland at an hourly rate of \$200.

If additional procedures are necessary to assist with the implementation of GASB Statement No. 96, our fees will be based on the services rendered at our standard hourly rates.

During the term of this agreement and for a period of one year thereafter, neither party shall directly or indirectly, solicit for employment or for engagement as an independent contractor, or encourage leaving their employment or engagement, any employee or independent contractor of the other party. For the avoidance of doubt, general advertisements for employment and responses thereto, shall not be deemed a violation of the paragraph. The parties agree that any breach of this paragraph would damage the other party in an amount difficult to ascertain with certainty, and that in the event that either party breaches this provision resulting in the other party losing the services of an employee or independent contractor for any period of time, the breaching party shall pay to the other party an amount equal to the annual rate of compensation (paid by the non-breaching party for the immediate prior calendar year) of the applicable employee or independent contractor.

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2020 peer review report accompanies this letter.

If reproduction or publication of financial statements audited by us, or any portion thereof, is intended, it is our policy that any master of printer's proofs be submitted to us for review prior to publication.

We will continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary. However, the performance of each audit is a separate and severable engagement. Each separate engagement shall be deemed complete and Maner Costerisan will not have a continuing responsibility to perform additional services with respect to that completed engagement when we present to you the final audit report that relates to any given year.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

City of Portland and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client or any other disputes will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the arbitrator pursuant to this agreement may be filed and entered and shall be enforceable in the appropriate court of the county in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board of City of Portland. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Portland and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Maner Costerisan PC

RESPONSE:

This letter correctly sets forth the understanding of City of Portland.

By: _____

Title: _____

Date: _____

To: Maner Costerisan

After considering the qualifications of the accounting personnel of City of Portland, we believe they have the qualifications and abilities to generate financial statements, including the required footnotes, in accordance with accounting principles generally accepted in the United States of America. However, for convenience and other issues, we may contract with you to prepare our financial statements.

Signature: _____

Title: _____

Date: _____

ADDENDUM TO ENGAGEMENT LETTER

As part of the audit engagement, you have requested our assistance with the following services. *Government Auditing Standards* considers these services as “non-attest” or “non-audit” services. Management is required to review, approve, and accept responsibility for any non-audit services we may perform.

- Preparation of the financial statements, including the related notes, required and additional supplementary information.
- Calculation of the provision for depreciation.
- Assistance with the preparation and submission of audit financial information required by law or regulations.
- Assistance with, or the preparation of, year-end adjusting journal entries and work papers.
- Access to a secure website to exchange information electronically.



Report on the Firm's System of Quality Control

July 30, 2020

To the Partners of Maner Costerisan PC and
the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Maner Costerisan PC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and an audit of a broker-dealer.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maner Costerisan PC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maner Costerisan PC has received a peer review rating of *pass*.

Reilly, Penner & Benton LLP

Reilly, Penner & Benton LLP

1233 N. Mayfair Road Suite #302 • Milwaukee, WI 53226-3255 • 414-271-7800

www.rpb.biz

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-11

**A RESOLUTION APPROVING A PROPOSAL FROM
NTH CONSULTANTS, LTD TO PROVIDE ENVIRONMENTAL
COMPLIANCE SERVICES TO THE ELECTRIC DEPARTMENT
RELATED TO THE OPERATIONS OF ITS DIESEL ENGINES**

WHEREAS, the Electric Department operates three diesel engines that provide back-up and secondary power to the electrical system and those engines are subject to various state and federal environmental and safety standards, including the National Emission Standards for Stationary Reciprocating Internal Combustion Engines (RICE), codified at 40 CFR Part 63, Subpart ZZZZ. The RICE MACT rules apply to any piece of equipment driven by a stationary RICE located at a major source or area source of hazardous air pollutants (HAP); and

WHEREAS, the Electric Superintendent and City Manager recommend approving the proposal from NTH Consultants, Ltd. to provide environmental compliance services to the Electric Department related to the operations its three diesel engines in the amount of \$35,000.00, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its regular meeting on January 31, 2023, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the proposal from NTH Consultants, Ltd. to provide environmental compliance services to the Electric Department related to the operations its three diesel engines in the amount of \$35,000.00, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2023

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

Cc: Tutt Gorman, City Manager

Date: 1-23-2023

Re: NTH – Federal Clean Air Act Compliance Testing and Technical Support

The City of Portland’s engines are subject to Federal Clean Air Act RICE MACT. As part of our compliance obligations the city is required to submit an annual emissions inventory, maintain fuel logs and rolling emission calculations and conduct engine emissions testing every 5 years. In order to ensure we meet our compliance obligations and appropriate professional and regulatory checks and balances are in place we have requested NTH Consultant provide a proposal for compliance services. Below please see a summary of costs per task:

Emissions Inventory Calculation and Reporting	\$5,000
Annual Records Audit	\$2,500
RICE MACT Compliance Testing	\$25,000
General Regulatory	\$2,500
<hr/>	
Total	\$35,000

RECOMMENDATION: Authorize and recommend the City Council approve NTH Consultants proposal number OP22000733 for an estimated cost of \$35,000 for Clean Air Act compliance services.



NTH Consultants, Ltd.

Infrastructure Engineering
and Environmental Services

41780 Six Mile Road, Suite 200
Northville, MI 48168
Phone: 248-553-6300
Fax: 248-324-5179

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

December 13, 2022
NTH Proposal No. OP22000733

**RE: Proposal to Provide Professional Consulting Services
City of Portland Light and Power [SRN: N5352]**

Dear Mr. Davlin:

NTH Consultants, Ltd. (NTH) is pleased to present this proposal to provide professional consulting services for reporting year 2023 related to air use Permit to Install (PTI) No. 353-94A and federal National Emissions Standards for Hazardous Air Pollutants (NESHAP) codified at 40 CFR Part 63 Subpart ZZZZ (“RICE MACT”) to City of Portland Light and Power (Portland) for your engine facility located in Portland, Michigan.

STATEMENT OF UNDERSTANDING

Portland owns and operates two (2) dual fuel-fired RICE one (1) diesel only RICE at the Portland generating facility, as follows:

Table 1. Description of Portland Engines

Emission Unit	Emission Unit Description	Installation Date	Control Technology
EUENGINE3	Nordberg model FSG-126-HSC 1,000 kW dual fuel generator	2002	Oxidation Catalyst
EUENGINE4	Cooper Bessemer model JS81 820 kW diesel engine generator	Early 1970s	Oxidation Catalyst
EUENGINE5	Fairbanks Morse model 31 AD 18-8 2,000 kW dual fuel generator	1994	Oxidation Catalyst

Portland’s engines are subject to RICE MACT as existing, limited use, non-emergency compression ignition stationary engines and operate in accordance with PTI No. 353-94A that was issued to Portland on September 13, 2022. We have provided a detailed scope of services for your consideration.

SCOPE OF SERVICES

NTH’s scope of services includes providing professional consulting services based on our understanding of the requirements of RICE MACT and PTI No. 353-94A.



Task 1: Preparation of MAERS Reports

NTH is proposing to prepare the reporting year 2022 Michigan Air Emissions Reporting System (MAERS) emissions report for the Portland facility. The MAERS report is required pursuant to R 336.202 of the Michigan Air Pollution Control Rules and must be submitted by March 15, 2023.

MAERS Report

NTH will prepare the electronic annual emissions report and assist in populating emissions and activity information into the web-based MAERS database for reporting year 2022. The report will be prepared using fuel, stack test data, and other necessary data regarding operations of the facility in 2022, as provided by Portland. Portland will also need to provide NTH with a description of additions, deletions, or changes to the facility configuration or operations that occurred during calendar year 2022. We request that engine fuel/operating information for 2022 be provided as soon as possible but not later than February 1, 2023.

NTH will provide a draft report of the emissions tables and electronic data report using EGLE on-line MAERS data entry to Portland for review. NTH will also assist Portland in review and submittal of the final electronic forms to Michigan Department of Environment, Great Lakes, and Energy (EGLE).

EGLE has specified that MAERS will be migrating to MiEnviro Portal in 2024. We will prepare the MAERS emission unit forms and activity information in accordance with EGLE requests in anticipation of the program transition. This includes removing the use of consolidated reporting groups, if applicable, and matching emission units IDs to the PTI. EGLE has also requested that facilities that report emissions to MAERS provide additional detail related to the facility's emissions controls using EGLE's Supplemental Control Template (Excel spreadsheet). NTH is proposing to review the spreadsheet for accuracy and consistency with Portland's facility, permit, and MAERS report and return the spreadsheet with any changes/additions for Portland's submittal to EGLE.

In order for NTH to prepare the electronic annual emissions report in MAERS, Portland will need to add NTH as an associated user to the facility's online MAERS account. NTH will provide instructions on how to add NTH as an associated user.

Task 2: Annual Records Audit

NTH will perform an annual on-site review of records that are maintained by Portland in accordance with PTI No. 353-94A and the RICE MACT. The on-site review is anticipated to be conducted in quarter 1 of 2023. The scope of review includes one (1) day on-site to confirm fuel and emissions data entry, completeness, and comparison to permit emission limits and recordkeeping requirements listed in PTI No. 353-94A and the federal RICE MACT.

To guide this task, NTH will step through with Portland the items included in NTH's *Summary of Clean Air Act Compliance for Diesel and Dual-Fuel Engines* document dated September 13, 2022 and identify discrepancies and/or recommended improvements to Portland's air quality records management system.



Task 3: RICE MACT Compliance Testing

Portland is required to maintain the oxidation catalysts to either maintain carbon monoxide (CO) at the stack outlet to 23 ppmvd at 15% O₂ or achieve 70% reduction or more across each catalyst. Performance testing on EUENGINE3, EUENGINE4, and EUENGINE5 is required every five (5) years since the engines are considered limited use (operated less than 100 hours/year), as specified in Table 2c and Table 3 to 40 CFR Part 63 Subpart ZZZZ. The previous performance test was conducted on June 12-13, 2018; therefore, performance testing must be completed by June 2023. Portland anticipates conducting RICE MACT compliance testing in quarter 2 of 2022.

NTH will assist Portland with the following tasks related to compliance emissions testing for EUENGINE3, EUENGINE4, and EUENGINE5 and associated regulatory requirements:

- Up to two (2) days of on-site coordination of, and professional consulting regarding the testing program for the CO inlet/outlet compliance testing anticipated in quarter 2 of 2022.
- Review of the test protocol and test report for EUENGINE3, EUENGINE4, and EUENGINE5 compliance test, including compiling engine process data.
- Preparation of cover letter to be submitted with the test report.

Field Testing Services – Field testing will be completed by Montrose Air Quality Services, LLC (MAQS). With more than 40 regional offices located across the country and nearly 1,000 employees, MAQS can staff the sampling program from local offices without delays or logistical problems. MAQS source test programs are overseen and supervised onsite by at least one Qualified Individual, as defined in 40 CFR 72.2. MAQS will be responsible for issuance of a test plan, conducting the field testing services, and issuance of a test report.

NTH will coordinate with MAQS to provide the following field testing services:

- Setup and teardown, emissions testing fieldwork, onsite calculations, and equipment usage and teardown.
- Sampling personal, equipment and instrumentation for on-site sampling in accordance with U.S. EPA Methods 1-4 and 10 based on the following schedule:

Table 2. Summary of Test Program and Proposed Test Schedule

Proposed Schedule	Unit ID / Source Name	Activity / Parameter	Test Methods	No. of Runs	Duration (Minutes)
Day 1	EUENGINE3, EUENGINE4, EUENGINE5	Set up/Travel	-	-	-
Day 2	EUENGINE3 and EUENGINE4 (Inlet/Outlet)	Volumetric Flow	EPA 1-4	3	60
		CO	EPA 10	3	60
		O ₂	EPA 3A	3	60



Proposed Schedule	Unit ID / Source Name	Activity / Parameter	Test Methods	No. of Runs	Duration (Minutes)
Day 3	EUENGINE5 (Inlet/Outlet)	Volumetric Flow	EPA 1-4	3	60
		CO	EPA 10	3	60
		O ₂	EPA 3A	3	60

- Quality Assurance/Quality Control (QA/QC) for test equipment.
- A comprehensive emissions test plan for Portland review and submittal to EGLE prior to testing. The test plan will describe emission test methodologies, process operating conditions, process data monitoring, exhaust stack information, and other information relevant to the emissions test program.
- One (1) electronic copy of the draft test report submitted within 45 days of testing by MAQS for Portland and NTH to review. The final version of the report will be submitted by MAQS to Portland within five (5) business days of receipt of all draft report comments and not more than 55 days from completion of the testing. The final report will incorporate pertinent review comments.
- Three (3) bound copies and one (1) electronic copy of the final report will be submitted to Portland for distribution to the various regulatory agencies and/or end users. These reports will include a summary of results, description of test procedures used, a description of the sources and their operation, raw field data, equipment calibrations, and other quality assurance documentation in accordance with the agency’s reporting guidance and the MAQS Quality Manual.

The scope and quantity of work in this program will require careful management and efficient coordination to complete the testing as proposed; therefore, it is important that Portland ensures that the MAQS test team is provided:

- Clear access to the sampling site(s) including any permits required for entry, work, or safety. A safe work platform in the form of catwalks, temporary scaffolding, or man-lift is required. The facility may be responsible for providing a man-lift.
- Adequate stack/duct sampling ports located to meet EPA Method 1 criteria. The ports shall be installed and cleaned prior to the arrival of the test team. The ports must be in a condition ready to accept standard sampling probes, and all port caps and/or flanges must be loosened.
- A minimum of two uninterrupted and dedicated 110-volt 20-amp electrical outlets within 100 feet of the sampling location will be required. In addition, MAQS will require that Portland connect their mobile transformer to a 480v, power supply.
- Operation of the plant at the required test conditions according to the agreed-upon testing schedule. Facility staff will record and provide all unit and/or operational data needed for the proper documentation of process conditions.
- A plant radio for communication with the plant operators for emergencies or process changes and for synchronization of test start/stop times.



- All plant emergency and evacuation procedures and applicable site contact numbers. Full access to the facility's Material Safety Data Sheets, plus site-specific safety equipment, are also required.

Task 4: As-needed General Regulatory Assistance

In addition to the tasks specified above, NTH is proposing to provide consulting assistance regarding environmental services to Portland on an as-needed basis and up to the proposed budget.

This may include compliance support, preparation of report or notification templates, review and summary of proposed or newly promulgated rules and regulations that may affect operations at the facility or answering regulatory questions that may arise. At your request, we can perform a review of applicability of reporting requirements associated with U.S. EPA Greenhouse Gas (GHG) reporting or the Tier II Emergency and Hazardous Chemical Inventories (Tier II) pursuant to SARA Title III, also known as the Emergency Planning and Community Right-to-Know Act (EPCRA). Services under this phase would be initiated and performed at the request of Portland at the rates specified in our enclosed Fee Schedule up to the available budget.

If additional tasks are requested beyond the proposed budget, we will provide a separate scope of services for your review.

PROJECT MANAGEMENT

Ms. Rhiana Dornbos, PE will serve as the Project Manager and will be assisted in this project by other NTH technical staff as necessary. Ms. Dornbos will manage the various tasks assigned. She will perform project planning and execution, as well as quality assurance reviews of deliverables. Ms. Dornbos leads the NTH permitting and compliance department and has managed various projects involving combustion sources and power generation including RICE.

PROPRIETARY STATEMENT

NTH expends considerable effort in research and development of an appropriate proposal tailored to the specific needs of each individual client and project. This proposal has been developed to indicate our knowledge of your facilities and our unique approach to addressing your needs. Since we do not receive a fee for preparing this proposal, this document should be considered proprietary property of NTH Consultants, Ltd.

FEE ESTIMATE

NTH will perform these services on a time and expense basis, and in accordance with our Fee Schedule, (FS-ENG-2) dated 2022, and our General Conditions, (GC-01-2022), copies of which are enclosed for your reference.

The cost estimate to perform each task outlined in the scope of services is as follows:



Task 1: Preparation of MAERS Report	\$5,000
Task 2: Annual Records Audit	\$2,500
Task 3: RICE MACT Compliance Testing	\$25,000
Task 4: As-needed General Regulatory Assistance	\$2,500
Total Proposed Budget	\$35,000

We will not exceed the amounts without your prior written authorization.

The amount of on-site time to perform field sampling is highly dependent upon process operational reliability, non-hazardous weather conditions, as well as a source of reliable electrical power. If increased staff hours are required as a result of unexpected delays, inclement weather, alterations of scope of work, or cancelation of testing, Portland will be charged for additional services according to the enclosed NTH fee schedule.

PROJECT SCHEDULE

We are prepared to commence this project upon receiving notification to proceed and a purchase order or signed proposal. Tasks will be performed as required to meet each individual project schedules. If you find this proposal acceptable, please return the signed proposal or issue a purchase order referencing Proposal No. 22000733.

We appreciate the opportunity to be of service to you. If you have questions or require additional information, please do not hesitate to contact us.

Sincerely,

NTH Consultants, Ltd.

DocuSigned by:

D8ADD44DB52B496...
 Chloe M. Palajac
 Senior Staff Engineer

DocuSigned by:

A913204186744A6...
 Rhiana C. Dornbos, P.E.
 Project Manager

CMP/RCD/mlk

Attachments



Mr. Todd Davlin
December 13, 2022

ACCEPTANCE

ACCEPTED FOR: **CITY OF PORTLAND LIGHT AND POWER**
 (NTH Proposal No. OP22000733, dated December 13, 2022)

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



// 2022 FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical and clerical personnel according to the following schedule:

	PER HOUR
Administrative	\$85
Word Processor*	\$85
Technician I*	\$85
Technician II*	\$105
Technician III*	\$115
Lab Technician*	\$115
Technician IV*	\$125
Senior Technician II	\$125
CADD Operator	\$125
IT Professional	\$120
Staff Professional	\$130
Senior Staff Professional	\$150
Project Professional	\$170
Senior Project Professional	\$185
Principal Engineer	\$205
Senior Principal Engineer	\$225
Corporate Officer	\$275

**For these personnel, overtime work will be charged at a rate equal to 1.33 times the Standard Rate.*

A premium of 25 percent will be added to hourly rates for expert testimony and depositions, including preparation time.

NTH Consultants and Professionals include Engineers, Geologists, Environmental Specialists, Architects, Roofing Specialists, Industrial Hygienists, Environmental Health Specialists, Scientists, Asbestos Specialists, and Environmental Chemists. NTH Technicians include Engineering, Environmental, Construction Materials, and Environmental Health technical specialists.

NTH operates on a strong project management system, and a Project Manager is appointed for each project. Project Managers are selected from our staff of Senior Project Professionals, Principal Engineers and Senior Principal Engineers.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging and Subsistence for Travel	Cost + 10%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases	Cost + 10%
Project Mileage for Company-Owned Vehicles	\$1.00 / Mile
CADD Supply Charge	\$6 / Hour

Rental of Specialized Field, Laboratory or Monitoring Equipment will be billed as indicated on NTH Schedule of Equipment Usage Rates.

SUBCONTRACTORS / SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15% service charge will be added to our invoices.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices for cost plus and time and materials projects will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month on past due accounts. We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

INCREASES

Fee schedule increases made by our firm on an overall client basis will be applied to work on all projects as the increases become effective.

STANDARD OF CARE

In performing its professional services, NTH will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same locality at the same time and providing the same or similar services. The standard of care shall be the standard existing at the time NTH's services were rendered. No warranty, express or implied, is made or intended by NTH's performance of any services, proposal for professional services, furnishing oral or written reports, or observation of any work. Client recognizes that actual conditions may vary from those encountered at the locations where tests, borings, surveys or explorations are made by NTH or provided by others, and that NTH's data, interpretations and recommendations are based solely on information available to NTH that it deems reliable and material to the performance of its professional services. NTH will be responsible for its data, interpretations and recommendations, but shall not be responsible for the interpretation by others of information developed or relied upon by NTH. Client also recognizes that observation of construction by a qualified engineering firm is essential to verify that designs are appropriate for actual site conditions. Except for NTH's employees acting within the scope of their employment, and contractors and subconsultants retained by NTH acting within the scope of their retention by NTH, Client agrees that NTH shall not be responsible for any acts or omissions of any contractors, consultants, and suppliers, or other persons, whether for site safety, the quality of work or the failure to furnish or perform their work in accordance with their contract documents. The parties agree that the services and information provided by NTH are solely for the Client's guidance, and the extent that the Client provides information from NTH to third parties for services, Client will first require the third party, by contract or otherwise by waiver, to agree that NTH owes no duty in contract, tort, or otherwise to the third party for any services or information provided by NTH to Client, whether related to NTH's design, investigation, construction administration, or any other services.

LIMITATION OF PUBLIC LIABILITY INSURANCE

NTH represents and warrants that NTH and its agents, staff and consultants employed by NTH are protected by worker's compensation insurance and that NTH has coverage under public liability and property damage insurance policies which NTH deems to be adequate. Certificates for all such policies of insurance can be provided to the Client upon request. Subject to the terms, conditions, and limits of such insurance, for any claim by a third party, NTH agrees to indemnify and save Client harmless from and against any loss, damage, or liability to the extent caused by any negligent acts of NTH, its agents, staff, consultants or contractors employed by NTH. NTH shall not be responsible for any loss, damage, or liability to the extent such loss, damage, or liability is not covered by such insurance. NTH shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its agents, staff, representatives and other consultants employed by Client.

LIMITATION OF PROFESSIONAL LIABILITY

NTH represents and warrants that NTH has professional liability insurance coverage which it deems to be adequate. Certificates describing NTH's coverage can be provided to the Client upon request. Notwithstanding any other provisions of these General Conditions, NTH's proposal for professional services and any other documents that may be deemed to be a part of its agreement to provide professional services, Client agrees that the total liability for damages, in the aggregate, of NTH, its officers, directors, employees, agents, contractors and subconsultants to Client or anyone claiming by, through or under Client, for any and all actions (including, but not limited to, those sounding in tort, contract (express or implied), indemnity, warranty (express or implied), statutory violation or liability, strict liability, negligence, gross negligence, misrepresentation, malpractice) and for all claims (including, but not limited to, those alleging bodily injury, death, property damage, environmental response costs and/or damages, expenses, costs, attorneys' fees, litigation costs) and/or all damages (including, but not limited to, direct, consequential, economic, non-economic and incidental damages) arising from or in any way relating to, directly or indirectly, NTH's professional services under this agreement, shall be limited to \$50,000 or the amount of the fee actually paid NTH for its services under this agreement, whichever amount is greater.

RIGHT OF ENTRY

Unless otherwise agreed, to the extent it is necessary for NTH to enter onto property in order to perform its services, Client shall furnish right of entry on the land sufficient for NTH to perform its services. NTH has not included in its fee costs for rectifying damages that may result from NTH's operations. If NTH is required to restore the property to its former condition, additional charges will be added to its fee sufficient to cover the restoration work, including NTH's standard profit factor.

CONSTRUCTION OBSERVATION

If construction observation is included in NTH's proposal, NTH shall visit the project site at such intervals and for such durations as it deems appropriate, or as otherwise agreed to in writing by Client and NTH. Such visits and observations and any comments or reports generated from such visits and observations shall not impose any liability on NTH beyond that set forth in this agreement, or relieve any contractor from its contractual obligations. All construction contractors shall be solely responsible for construction site safety, the quality of their work and adherence to the contract documents. NTH shall have no authority or obligation to direct any contractor's actions or stop any contractor's work. Further, unless specifically agreed in writing, Client agrees that NTH shall have no duty or responsibility for performing, furnishing, implementing, supervising, or evaluating any designs for the project. Client agrees that NTH's services under this agreement are not performed pursuant to a special agreement under Michigan law.

HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate whether hazardous materials, including gases, are on or near the project site, and that Client has informed NTH of Client's findings relative to the possible presence of such materials. Hazardous materials may exist at a site where NTH has no reason to believe they could or should be present. NTH and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of NTH's scope of services or allowing NTH to terminate its services, at NTH's sole discretion. NTH and Client agree that hazardous materials

may make it necessary for NTH to take immediate measures to protect health and safety. Client agrees to indemnify NTH fully (as set forth below) and compensate NTH for any liability of any nature, equipment decontamination and other costs incident to the discovery of hazardous materials.

NTH agrees to notify Client when hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate government agencies. Client also agrees to hold NTH harmless for any and all consequences of any required disclosures made by NTH. If Client does not own the project site, it is Client's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the agreement, Client waives any claim against NTH for losses, damages, liabilities, and costs (including, without limitation, court costs and attorneys' fees) arising out of, or in any way connected with, the presence, discharge, release, escape, or reporting of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. Further, to the maximum extent permitted by law, Client agrees to defend, indemnify, and save NTH harmless from any claims, losses, damages, liabilities, and costs (including, without limitation, court costs and attorneys' fees) arising out of, or in any way connected with, the presence, discharge, release, escape, or reporting of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for proper disposal of any samples secured by NTH which NTH deems to be contaminated.

BIOLOGICAL POLLUTANTS

Unless specifically stated in its proposal, NTH's scope of services does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that NTH shall have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client shall defend, indemnify, and hold harmless NTH from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by NTH's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

UTILITIES

In the execution of its services, NTH will take reasonable precautions to avoid damage or injury to subterranean structures or utilities made known to NTH by Client or a public utility locating service. Client agrees to hold NTH harmless for any damages to subterranean structures that are not called to NTH's attention and correctly shown or described on the documents furnished.

NON-SOLICITATION

Client agrees that during the course of its engagement with NTH and for a period of one (1) year after that relationship ends, regardless of the reason for separation, Client will not, directly or indirectly, either as an owner, employee, salesperson, consultant, director, independent contractor or in any other capacity, solicit, entice, induce or encourage any employee to leave employment with NTH.

OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents prepared by NTH, as instruments of service, shall be for the Client's use only on this project and shall remain NTH's property. Electronic data, including, but not limited to, CADD drawings, databases, word processor documents, and/or spreadsheets, are provided as an accommodation only. Paper documents are the contract deliverables.

Client assumes the risk that electronic data may differ from the paper deliverables, due to inaccurate translations or unreadable files. Further, Client agrees to hold harmless and indemnify NTH for any changes or modifications made by others to the electronic data. Client agrees that all reports and other work product furnished to the Client or its representatives, will be returned upon demand and will not be used by the Client for any purpose whatsoever, unless otherwise specifically agreed by NTH. NTH will retain records relating to the services performed that NTH decides to retain in its sole discretion for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at reasonable times for a reasonable fee.

INVOICING

Invoices will be submitted to the Client monthly and a final invoice will be submitted upon completion of NTH's services. Each invoice is due upon presentation, and is past due thirty (30) days from invoice date. Client agrees to pay the time-price differential of 1 1/2% per month on past due accounts, plus any costs and attorney fees incurred in recovering the late payment. NTH reserves the right to suspend or terminate services under this agreement upon failure of Client to pay NTH's invoices when due.

RESOLUTION OF DISPUTES

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement shall be submitted to non-binding mediation through and in accordance with the mediation rules of the American Arbitration Association as a condition precedent to any litigation or arbitration.

TIME TO BRING CLAIMS, JURISDICTION, VENUE, CHOICE OF LAW

Client agrees that any claims it may have and its right to pursue any such claims under this agreement with NTH, whether the existence of any such claims is discovered or not, shall expire the earlier of two (2) years following the completion of NTH's services under this agreement, or the expiration of any applicable statutes of limitations or statute(s) of repose, whichever is earlier. The Parties agree that any legal proceedings between the Parties shall exclusively be brought, at NTH's sole discretion, in either arbitration in Michigan pursuant to the American Arbitration Association Construction Rules or in a Michigan court. Should NTH select the legal proceedings to be in a Michigan court, then the Parties agree to a bench trial, and hereby waive any right to a trial by jury.

Client agrees to submit to the jurisdiction of the courts of Michigan and waives any and all defenses based upon lack of personal jurisdiction, forum non-conveniens and the like. Client and NTH further agree that the prevailing party will be entitled to recover all reasonable costs incurred in any such legal proceedings (including upon appeal and for enforcement of any judgment), including NTH staff time charges (if NTH is the prevailing party), court costs, attorneys' fees and other claim related expenses, subject only to the foregoing limitation of liability. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded such fees and costs. Client acknowledges and understands that the foregoing presumes that Client has first satisfied the non-binding mediation requirement set forth in Resolution of Disputes, above. No time limitation set forth in this Time To Bring Claims, Jurisdiction, Venue, Choice of Law provision shall be extended or tolled for any period of time by Client's failure to satisfy the Resolution of Disputes provision, or by any ongoing non-binding mediation between Client and NTH pursuant to the Resolution of Disputes provision.

TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, NTH shall be paid for services performed to the termination notice date plus reasonable termination expenses. Client agrees that a substantial failure to perform shall include failure fully to pay an invoice within fourteen days of the date payment is due.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this agreement, NTH may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all NTH's direct costs in completing such analyses, records and reports.

NON-ASSIGNMENT

Client shall not assign any of its duties, rights and interest in this agreement without the prior written consent of NTH. Nothing in this agreement shall be construed to create, impose or give rise to any duty owed by NTH to any third party. All duties undertaken under this agreement by NTH are for the sole and exclusive benefit of Client. There are no intended third-party beneficiaries of this agreement or of the services to be performed by NTH under this agreement. Should a court find otherwise, it is the intent of the parties that such third-party beneficiary be bound by and subject to all of the terms and conditions of this agreement.

OTHER DOCUMENTS/CONTRACT MERGER

Client agrees that these General Conditions shall prevail over any conflicting provisions of any other documents that may be considered to be part of this agreement. This agreement shall include the proposal to which these General Conditions are attached or in which reference is made to these General Conditions, together with all other documents attached to such proposal and referenced in such proposal as being a part of the basis upon which NTH has agreed to undertake professional services. All other understandings, discussions, agreements, proposals, correspondence, electronic mail and other communications of any descriptions pre-existing this agreement are merged into and superseded by this agreement. This agreement constitutes the parties' complete, entire and final understanding of the subject matter of this agreement.

SEVERABILITY

If any provisions of this agreement are found to be void or unenforceable for any reason, the remainder of this agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the intent evidenced by the provisions, to render it valid and enforceable. If the court is unable to reform the provisions, the court shall strike only those provisions which are invalid or unenforceable, and this agreement shall then be construed without reference to the void or unenforceable provisions.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 23-12

**A RESOLUTION APPROVING A POWER PURCHASE COMMITMENT
THROUGH THE MICHIGAN PUBLIC POWER AGENCY**

WHEREAS, the Michigan Public Power Agency (MPPA) provides a means for Michigan municipalities which are members of MPPA to secure electric power and energy for their present and future needs; and

WHEREAS, the City of Portland, as a member of the MPPA's Energy Services Project Committee, has an opportunity to enter into a transaction regarding a Battery Energy Storage System Capacity Purchase and Sale Agreement to meet a portion of its future load requirements pursuant to the terms of the Power Purchase Commitment Authorization, attached as Exhibit A; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council authorizes the Electric Superintendent or City Manager to sign the Power Purchase Commitment Authorization, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2022

Monique I. Miller, City Clerk



ENERGY SERVICES PROJECT POWER PURCHASE COMMITMENT AUTHORIZATION

This Power Purchase Commitment Authorization (“Authorization”) is made and entered into as of _____, 2023, by and between Michigan Public Power Agency (“MPPA”), a public body corporate and politic of the State of Michigan, created pursuant to 1976 Public Act 448 and City of Portland (the “Participant”).

WHEREAS, MPPA is a municipal power joint action agency established in 1978 organized to provide a means for Michigan municipal electric utilities to achieve the benefits of economies of scale and diversification in securing power supply and related services for their present and future needs; and

WHEREAS, during an open meeting on March 11, 2009, the MPPA Board of Commissioners created the Energy Services Project (“ESP”) for the purpose of providing a means for full members of MPPA to obtain contracted power supply and market operation services; and

WHEREAS, to join the ESP, the Participant was required to approve and execute an Energy Service Agreement (“ESA”) that describes the terms and conditions of power supply transactions, known as Power Purchase Commitments (“PPC”), between the Participant and MPPA; and

WHEREAS, this Authorization is a PPC between the Participant and MPPA; and

WHEREAS, by executing this Authorization, the Member Authorized Representative (“MAR”) of the Participant is representing that the Participant has received all required approvals from its governing body to enter into this PPC with MPPA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between MPPA and the Participant hereto as follows:

Section 1. Power Purchase Commitment

Participant is committing to receive and pay for the Participant’s ZRC Quantity as defined within this Authorization, from its pro-rata share of MPPA’s Battery Energy Storage Systems (“BESS”) Capacity Purchase and Sale Agreement (“CPA”) with White Ox LLC (“White Ox”), whose BESS project (“Project”) is located in Washtenaw County, MI.

The ZRCs being procured from the CPA with this Authorization are part of a portfolio of ZRCs used to meet Participant’s capacity demonstration requirements under Michigan Public Act 341 and resource adequacy requirements of the Midcontinent Independent System Operator (“MISO”).

The CPA was approved by Resolution by MPPA’s Board of Commissioners in an open meeting on January 11, 2023.

Section 2. Delivery Location

MISO Local Resource Zone 7 (“LRZ 7”) as is presently defined in the MISO Tariff.

Section 3. Product

Zonal Resource Credit (“ZRC”) delivered from within LRZ 7. One ZRC represents one MW of unforced capacity as defined in the MISO Tariff.

Section 4. Term

The term of the PPC is 10 years and will begin upon the start date of the CPA (*i.e.*, the first calendar day of the next MISO Season (within a MISO Planning Year) that starts after the Commercial Operation Date (“COD”)), currently expected to take place between June 1, 2025 and September 1, 2026. COD is achieved when not less than 90% of the ZRCs provided to MPPA under the CPA has been constructed, is fully interconnected with Network Resource Interconnection Service, and fully integrated and synchronized with the transmission system.

Section 5. Quantity

The Participant is allocated the following percentage share of ZRCs provided to MPPA under the CPA:

MPPA CPA ZRCs	Participant’s Allocation %: Years 1-10	Participant’s ZRC Quantity Per Year: Years 1-10
25 MW	.80%	.2 MW

MPPA’s CPA ZRCs shall mean 25 MW, which may be reduced if Commercial Operation is declared with less than 25 MW of ZRCs (but for avoidance of doubt, no less than 22.5 MW).

If MPPA's CPA ZRCs are reduced, Participant's ZRC Quantity will be reduced by the same percentage as MPPA's percent reduction.

Section 6. Payment

The Participant will pay MPPA the contract rate in the CPA for the Participant's ZRC Quantity. Over the term of the PPC, the forecasted financial commitment is \$111,586. The actual financial commitment will not be based on a forecast but will be calculated utilizing the actual quantity of ZRCs delivered to the Participant.

Section 7. Energy Services Agreement

This Authorization is subject to the terms and provisions of the Participant's ESA, including its exhibits and appendices. In the event the terms of this Authorization conflict with the ESA, the provisions of the ESA shall prevail.

Section 8. Evidence

Authority of the Participant's MAR to execute this Authorization is evidenced through the Participant resolution passed appropriately by the Participant's governing body or through the meeting minutes of the Participant's governing body where approval was granted to the MAR to execute this Authorization.

Section 9. Effectiveness

This Authorization is not effective until MPPA has received executed power purchase commitment authorization forms from all the ESP participants who committed to take a pro rata portion of the Contract Capacity provide to MPPA under the CPA between MPPA and White Ox that acknowledges responsibility to pay, in the aggregate, no less than 100% of the costs and expenses to be paid by MPPA under the CPA.

Member Authorized Representative:

Signature

Printed

Dated

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, January 16, 2023

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

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

Guests: Kathy Parsons; David Lange; Mike Judd; Alex Kucinich; Matthew Simon of Boy Scout Troop 129 and his mother Michelle Simon; Jon Moxey of Fleis & VandenBrink

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

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman noted City staff has begun the process of a website “refresh” with Civic Plus. The process will take approximately two to three months and will include a redesign, content review, and improved functionality.

The Invitation to Bid for refuse service has been published. This is a requirement under the Refuse Ordinance. Bids are due at noon on January 24, 2023. A recommendation for a new contract will be presented to Council at its February 6, 2023, meeting.

The 3rd and final employee training with Heidi Frye was held January 11, 2023, with the City Manager and Department Heads. This was another great team building effort that will improve communication at all levels of the city.

The Public Hearing to receive comment on the proposed 2023-2027 Five-Year Park & Recreation Plan will take place tonight.

The budget process will kick off with the Council Goal Session on Monday, January 30, 2023.

Under Presentations, Jon Moxey of Fleis & VandenBrink presented an update on various projects they are working with the city on.

There was discussion.

Under Public Hearing, Mayor Barnes opened the Public Hearing at 7:19 P.M. for the 2023-2027 Five-Year Park and Recreation Plan.

City Manager Gorman thanked Parks, Recreation & Cemetery Director Brown for all his work on the updated plan.

Mr. Moxey of Fleis & VandenBrink presented the updated Park and Recreation Plan.

Mayor Barnes clarified the plan is flexible and is more of a priority list. Just because a project is not in the plan doesn't mean it can't be added.

There was discussion.

City Manager Gorman noted the Public Hearing was published in the Review & Observer and the plan has been available for review and comment for the required 30-day period. No verbal or written comments have been received.

There was no comment from the public present at the meeting.

Mayor Barnes closed the Public Hearing at 7:39 P.M.

Under New Business, the Council considered Resolution 23-03 to approve the City of Portland Five-Year Park and Recreation Plan 2023-2027 for the City of Portland, Ionia County.

Motion by Johnston, supported by Sheehan, to approve Resolution 23-03 approving the City of Portland Five-Year Park and Recreation Plan 2023-2027 for the City of Portland, Ionia County.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on January 3, 2023, payment of invoices in the amount of \$87,309.57 and payroll in the amount of \$200,273.82 for a total of \$287,583.39. Purchase orders to Cook Brothers Excavating in the amount of \$5,501.75 to clean and haul waste from the Biosolid Drying Beds at the Wastewater Plant, ADT in the amount of \$5,889.17 to change out the drop box previously installed at City Hall, and NutriGro Environmental Solutions in the amount of \$18,144.00 for hauling and land application of biosolids were also included.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman had no comments.

Under Council Comments the Council had no comments.

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:42 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the January 16, 2023 City Council Meeting
In the City Council Chambers at City Hall
259 Kent St., Portland, MI 48875

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

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

Presentation - Jon Moxey of Fleis & VandenBrink presented an update on various projects they are working with the city on.

Public Hearing – To receive comment on the proposed 2023-2027 Five-Year Park and Recreation Plan.

Approval of Resolution 23-03 approving the City of Portland Five-Year Park and Recreation Plan 2023-2027 for the City of Portland, Ionia County.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:42 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

City of Portland

Portland, Michigan

Minutes of the Special Meeting of the City Council

Held on Monday, January 16, 2023 at 6:00 P.M.

In the Conference Room at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan, City Manager Gorman, City Clerk Miller, Electric Superintendent Davlin

Guests: Dave Eberle of Bloom, Sluggett, P.C.

The meeting was called to order at 6:09 P.M. by Mayor Barnes with the Pledge of Allegiance.

There was no Public Comment.

Motion by VanSlambrouck, supported by Johnston, to approve the proposed agenda.
All in favor. Approved.

Under Presentation, City Manager Gorman provided an overview of the process that has been undertaken for the Broadband Project.

Mr. Eberle outlined the draft Conduit Lease Agreement.

There was discussion.

There were no Council Member Comments.

Motion by VanSlambrouck, supported by Sheehan, to adjourn the Special Meeting.
All in favor. Approved.

The meeting was adjourned at 6:48 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Goal Session

Held on Monday, January 30, 2023

In the Conference Room at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan

Staff: City Manager Gorman, City Finance Officer Tolan

The session was called to order at 5:09 P.M.

City Manager Gorman gave some introductory remarks and outlined the documents provided.

City Manager Gorman reviewed the goals submitted by department heads.

There was discussion of the goals and related issues.

The meeting was adjourned at 8:29 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CENTURYLINK	01567	PHONE SERVICES - GEN, WATER, WW, MP, ELECT	0.36
USA TODAY NETWORK	02501	COUNCIL MEETING SYNOPSIS - GEN	352.00
CONSUMERS ENERGY	00095	GAS SERVICE -WATER	83.69
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	237.31
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	1,567.96
CONSUMERS ENERGY	00095	GAS SERVICE - WW	1,055.97
CONSUMERS ENERGY	00095	GAS SERVICE - WW	19.22
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	251.28
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	16.00
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	21.38
AMERICAN WATER WORKS ASSOC.	00018	AWWA MEMBERSHIP K GENSTERBLUM - WATER	87.00
BLOOM SLUGGETT, PC	02783	LEGAL SVCS - POLICE	629.00
BLOOM SLUGGETT, PC	02783	LEGAL SVCS BROADBAND - ELECTRIC	1,648.00
UTILITY SERVICE CO. INC.	02133	QRTLYL S TANK - WATER	6,445.19
UTILITY SERVICE CO. INC.	02133	QRTLY HILL ST - WATER	5,404.08
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	15.70
MANER COSTERISAN	02588		2,000.00
CULLIGAN	02130	WATER 4X CITY HALL - GEN	29.00
MICHIGAN MUNICIPAL ELECTRIC AS	00283	2023 MEMBERSHIP DUES - ELECTRIC	5,902.00
DICKINSON WRIGHT PLLC	02244	LEGAL SERVICES - CODE, GEN	4,598.00
QUILL LLC	00381	SELF INKING DATE STAMP - GEN	61.29
QUILL LLC	00381	TELEPHONE CORD - GEN	5.62
QUILL LLC	00381	WALL CALENDARS - GEN	44.04
FLEIS & VANDENBRINK	00153	KENT ST IMPROVEMENTS - MAJ STS	18,130.26
FLEIS & VANDENBRINK	00153	SAFE ROUTES TO SCHOOL - MAJ, LOC STS	1,800.00
UIS SCADA	00462	CRUISE SUBSCRIPTION/CELLULAR FEES- WTR, WW	3,688.00
CULLIGAN	02130	1X WATER - WW	8.75
GRAINGER, INC.	00172	AIR FILTERS - WW	220.53
GRAINGER, INC.	00172	EXPANDING FILE PACKETS - WW	118.84
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	404.90
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	413.34

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
STAR THOMAS	01654	PHONE BILL REIM JAN 2023 - POLICE	40.00
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND HALF JAN 2023 - ASSESSOF	1,583.33
ESI HEATING	01709	HEATING UNIT REPAIRS - WATER	218.00
MCFADDEN LAW OFFICE PLLC	02299	LEGAL SVCS - POLICE	115.00
BURNHAM & FLOWER INSURANCE GROUP	02776	HRA ADMIN FEES - GEN	348.60
FLEIS & VANDENBRINK	00153	ENGINEERING SERVICES - ELECTRIC	2,519.80
FLEIS & VANDENBRINK	00153	GEN ENGINEERING - GEN	92.50
MHR BILLING	01780	DECEMBER 2022 BILLING - AMB	1,825.00
PLB PLANNING GROUP LLC	02504	CONSULTATION BALANCE DUE - CODE	200.00
GRAINGER, INC.	00172	SUPPLIES - MTR POOL	16.70
KURT BALDERSON	MISC	RETAINING WALL 125 RIVERSIDE LAB/MATERIAL - LOC	550.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	19.98
O'LEARY PAINT CO	02729	PAINT - ELECTRIC	82.95
USA BLUEBOOK	01850	SUPPLIES - WW	1,943.70
TROJAN TECHNOLOGIES	02175	5 KITS LAMP SLEEVES - WW	2,180.87
CINTAS	00083	MED SUPPLY BOX - CITY HALL	13.67
GRANGER	00175	REFUSE- POLICE, COM PROMO	86.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	450.00
FAMILY FARM & HOME	01972	SUPPLIES - LOC STS	26.98
INNOVATIVE SOFTWARE SERVICES	00198	ONE YEAR SERVICE & SUPPORT CONTRACT - INCOME T7	2,049.66
POLYDYNE INC.	02196	CLARIFLOC - WW	3,074.04
MWEA OFFICE	01347	ANNUAL DUES FOR T SMITH - WW	95.00
PLEUNE SERVICE COMPANY INC.	00741	REPAIR FLAME FAULT ERROR ON BOILDER - WW	346.50
GRAINGER, INC.	00172	SAFETY BOOTS - ELECTRIC	114.70
MENARDS	00260	HARDWARE - ELECTRIC	363.84
STATE OF MICHIGAN	00428	EMISSIONS FEE - ELECTRIC	250.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	46.99
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	200.00
CITY OF PORTLAND	00701	BUILDING PERMIT FEE - WW	12,138.00
MUNICIPAL SUPPLY CO.	00324	HI VIS JACKET - ELECTRIC	68.00
BS&A SOFTWARE	00029	CEM MNGMT SOFTWARE/SUPPORT - CEM	661.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
PRIORITY HEALTH	02763	REFUND C NEWCOMB #221570373301 5/15/22- AMB	1,090.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	160.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	361.02
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	233.32
STATE OF MICHIGAN	02577	BACTI SAMPLES - WATER	96.00
MUNICIPAL SUPPLY CO.	00324	SUPPLIES - WATER	1,281.06
GRAINGER, INC.	00172	POST HOLE DIGGERS - MAJ STS, WATER	126.49
KEUSCH SUPER SERVICE	00228	BRAKE REPAIR #3 - POLICE	138.76
KEUSCH SUPER SERVICE	00228	LOCK ASSEMBLY CAR #1 - POLICE	302.50
DOUG PLINE	MISC	OVERPAYMENT REFUND - AMBULANCE	127.75
BEAR PACKAGING & SUPPLY, INC.	00044	TRASH BAGS - PARKS, TRAIL, CEM	591.90
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	168.06
CHRIS WALKER	02779	USPS REPAIR OF RADAR - POLICE	12.05
STAR THOMAS	01654	REIM FOR PURCHASES- POLICE, AMB	116.05
BRYAN SCHEURER	00600	OFFICIAL - REC	315.00
FRED KRAMER	00564	OFFICIAL - REC	280.00
MARK SCHEURER	00601	OFFICIAL - REC	105.00
ADAM GOODWIN	02542	OFFICIAL - REC	140.00
MIKE FULLER	01801	OFFICIAL - REC	280.00
MARCEL MILLER	02245	OFFICIAL - REC	140.00
CASEY VOS	02786	OFFICIAL - REC	35.00
MIKE KOLP	02727	OFFICIAL - REC	105.00
GAGE TAYLOR	02788	OFFICIAL - REC	280.00
MIKAYLA TOLAN	02713	OFFICIAL - REC	96.00
EMMA HONSOWITZ	02572	OFFICIAL - REC	48.00
RYLEE SCHEURER	02789	OFFICIAL - REC	48.00
BRAYDEN SIMON	02790	OFFICIAL - REC	48.00
JERRYD SCHEURER	02785	OFFICIAL - REC	96.00
STATE OF MICHIGAN	00428	TRAINING R SMITH - WATER	60.00
GARY BOND	MISC	ENERGY OPTZ REFUND - ELECTRIC	533.00
GARY BOND	MISC	ENERGY OPTZ REFUND - ELECTRIC	667.31

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
B&W AUTO SUPPLY, INC.	00030	SUPPLIES/PARTS - VAR DEPTS	391.03
MISS DIG SYSTEM	00312	ANNUAL TRANSMISSION MEMBERSHIP FEE 2023 - ELC,	1,665.85
SPARROW IONIA OCCUP HEALTH SERVICE	02275	DOT PHYSICAL C TEACHOUT - ELECTRIC	100.00
FLEIS & VANDENBRINK	00153	PROFF SERVICES NOV - DEC 2022 - ELECTRIC	1,381.25
FIRE PROS, LLC	00151	FIRE EXTINGUISHER INSPECT - CITY HALL	439.50
PAMA	01370	CONTRIBUTION TO PAMA 40% - COM PROMO	8,117.55
FIRE PROS, LLC	00151	FIRE EXTINGUISHER INSPECT - PARKS, CEM	220.50
CULLIGAN	02130	WATER 3X CITY HALL - GEN	22.25
GRAINGER, INC.	00172	HOLE CUTTER - WATER	83.30
STATE OF MICHIGAN	00428	LIM TREAT SHORT COURSE K ENZ, T HUMPHREYS - WTF	450.00
HAMMERSMITH EQUIPMENT COMPANY	00183	CUT OFF BLADE - MAJ STS	34.00
VC3 INC.	02745	MICROSOFT 365 - GEN, PARKS, CEM	321.40
MUNICIPAL SUPPLY CO.	00324	CURB BOX REPAIR LIDS - WATER	91.50
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	3,333.00
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	2,578.00
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	1,280.00
UPWORDS INC.	02780	LEADERSHIP WORKSHOP - VAR DEPTS	2,500.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	19.98
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	22.96
FIRE PROS, LLC	00151	FIRE EXTINGUISHER INSPECTION - ELECTRIC	474.00
FIRE PROS, LLC	00151	FIRE EXTINGUISHER INSPECTION - WW	125.00
FIRE PROS, LLC	00151	FIRE EXTINGUISHER INSPECTION - MP	1,516.50
CULLIGAN	02130	WATER 1X - WW	8.75
DETROIT SALT COMPANY	01497	ROAD SALT MIDEAL - MAJ, LOC STS	3,403.63
GRAINGER, INC.	00172	SAFE CORNER GUARD - ELECTRIC	306.65
GRAINGER, INC.	00172	SUPPLIES - ELECTRIC	229.60
POWER LINE SUPPLY COMPANY	00389	SAFETY BOOTS - ELECTRIC	405.00
VAN BRO'S IRRIGATION INC.	01762	TOAN PARK/FINANCE CHARGE - PARKS	119.71
CITY OF PORTLAND-PETTY CASH	00701	REIMB FOOD, MILEAGE, POSTAGE ETC - VAR DEPTS	180.90
FERGUSON WATERWORKS	02558	CURB BOX PLUG - WATER	10.71
FIRE PROS, LLC	00151	ANNUAL FIRE EXTINGUISHER INSPECTION - WATER	162.75

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	1,285.30
ALTEC INDUSTRIES, INC.	00016	TRUCK REPAIR - ELECTRIC	1,086.68
MUNICIPAL SUPPLY CO.	00324	CONFINED SPACE RESCUE KIT - ELECTRIC	2,980.74
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	701.00
LITE'S PLUS INC	00243	LED LIGHTS - ELECTRIC	878.88
MICHIGAN MUNICIPAL ELECTRIC AS	00283	LINE WORKER BOOKS - ELECTRIC	1,494.70
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	3,312.93
Total:			\$136,796.29

BI-WEEKLY
WAGE REPORT
January 23, 2023

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	10,359.89	174,047.32	2,711.99	56,629.60	13,071.88	230,676.92
ASSESSOR	-	-	-	-	-	-
CEMETERY	3,603.85	69,605.96	393.61	17,581.21	3,997.46	87,187.17
POLICE	13,599.90	219,862.67	2,960.59	59,971.87	16,560.49	279,834.54
CODE ENFORCEMENT	111.10	1,274.70	8.67	98.90	119.77	1,373.60
PARKS	3,419.20	55,490.30	367.29	8,786.81	3,786.49	64,277.11
INCOME TAX	2,612.22	35,658.79	635.78	12,487.06	3,248.00	48,145.85
MAJOR STREETS	4,805.30	62,671.10	1,099.72	26,334.94	5,905.02	89,006.04
LOCAL STREETS	2,477.75	58,139.38	520.81	25,020.54	2,998.56	83,159.92
RECREATION	2,165.71	12,936.67	303.59	3,768.23	2,469.30	16,704.90
AMBULANCE	14,524.45	257,605.98	2,449.56	50,094.48	16,974.01	307,700.46
DDA	2,587.86	39,259.21	388.87	6,632.62	2,976.73	45,891.83
ELECTRIC	21,777.91	347,446.00	4,865.41	113,843.25	26,643.32	461,289.25
WASTEWATER	8,735.33	127,460.88	1,298.84	35,259.04	10,034.17	162,719.92
WATER	9,029.59	108,430.35	2,216.10	38,116.99	11,245.69	146,547.34
MOTOR POOL	699.02	12,575.11	144.85	4,098.95	843.87	16,674.06
TOTALS:	100,509.08	1,582,464.42	20,365.68	458,724.49	120,874.76	2,041,188.91

**BI-WEEKLY
WAGE REPORT
February 6, 2023**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	10,573.22	184,620.54	3,951.96	60,581.56	14,525.18	245,202.10
ASSESSOR	-	-	-	-	-	-
CEMETERY	1,968.77	71,574.73	710.75	18,291.96	2,679.52	89,866.69
POLICE	12,662.81	232,525.48	3,673.27	63,645.14	16,336.08	296,170.62
CODE ENFORCEMENT	58.05	1,332.75	4.53	103.43	62.58	1,436.18
PARKS	1,929.91	57,420.21	719.11	9,505.92	2,649.02	66,926.13
INCOME TAX	2,811.84	38,470.63	803.66	13,290.72	3,615.50	51,761.35
MAJOR STREETS	5,735.32	68,406.42	2,784.97	29,119.91	8,520.29	97,526.33
LOCAL STREETS	4,782.69	62,922.07	2,306.54	27,327.08	7,089.23	90,249.15
RECREATION	1,653.07	14,589.74	325.03	4,093.26	1,978.10	18,683.00
AMBULANCE	15,240.37	272,846.35	2,677.89	52,772.37	17,918.26	325,618.72
DDA	2,575.73	41,834.94	550.80	7,183.42	3,126.53	49,018.36
ELECTRIC	22,372.20	369,818.20	8,864.50	122,707.75	31,236.70	492,525.95
WASTEWATER	8,305.18	135,766.06	3,258.01	38,517.05	11,563.19	174,283.11
WATER	6,706.04	115,136.39	2,774.22	40,891.21	9,480.26	156,027.60
MOTOR POOL	797.98	13,373.09	249.07	4,348.02	1,047.05	17,721.11
TOTALS:	98,173.18	1,680,637.60	33,654.31	492,378.80	131,827.49	2,173,016.40



Michigan Municipal Electric Association
809 Centennial Way
Lansing, MI 48917
(517) 323-8346
browland@mpower.org

Invoice 3566

BILL TO
Tutt Gorman
City of Portland
259 Kent St
Portland, MI 48875

DATE
01/11/2023

PLEASE PAY
\$5,902.00

DUE DATE
02/10/2023

ACTIVITY	AMOUNT
2023 Membership Dues	5,902.00

Banking Instructions for Remittances

Beneficiary: Michigan Municipal Electric Association
Financial Institution: Fifth Third Bank N.A., G.R., MI
Account Number: 7905355942 (Checking)
ABA for ACH: 072400052
ABA for Wire: 042000314

TOTAL DUE \$5,902.00

THANK YOU.

Tammy Meyers

From: Tutt Gorman
Sent: Thursday, January 12, 2023 9:25 AM
To: Mindy Tolan; Tammy Meyers
Subject: FW: Dues Invoice from Michigan Municipal Electric Association(Pledge)

From: Michigan Municipal Electric Association <quickbooks@notification.intuit.com>
Sent: Thursday, January 12, 2023 9:02 AM
To: Tutt Gorman <citymanager@portland-michigan.org>
Cc: browland@mpower.org; cholmes@mpower.org
Subject: Dues Invoice from Michigan Municipal Electric Association(Pledge)

INVOICE 3566



Michigan Municipal Electric Association

DUE 02/10/2023

\$5,902.00

[Review and pay](#)

Powered by QuickBooks

Dear City of Portland,

This email contains a link to your 2023 Membership Dues invoice. To view the invoice, click the Review and Pay button in the email and then click the Invoice button on the right side of the screen. Michigan Municipal Electric Association is 100% paperless! You may make your payment by using one of two methods:

- 1) By clicking the Review and Pay button embedded within this email and paying by e-check
- 2) By using the banking instructions provided on the invoice itself

If you have any questions about your invoice, do not hesitate to contact Benjamin Rowland in our Finance Department at his email address listed below or by calling him at 517-853-1570.

Michigan Municipal Electric Association

809 Centennial Way Lansing, MI 48917

(517) 323-8346

browland@mpower.org

If you receive an email that seems fraudulent, please check with the business owner before paying.



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Portland Area Municipal Authority

GOVERNMENTAL UNITS

City of Portland

Portland Township

Darby Township

January 20, 2023

Current Bills

Fees & Vandonbrink

\$ 3,900.00

Michigan Steel and Trim

\$ 12,743.88

Michigan Steel and Trim

\$ 3,750.00

Total

\$ 20,293.88

City of Portland 40% of \$ 20,293.88 = Balance due \$ 8,117.55



FLEISHMAN + PARTNERS

2040 LUCERNE DRIVE SE, GRAND RAPIDS, MI 49506
OFFICE: 616.777.1000 | FAX: 616.777.1025

Invoice

Pat F. Lammens, Chair
Portand Area Municipal Authority
773 E. Grand River Avenue
Portand, MI 49875

January 9, 2023
Project Number: 011100
Invoice Number: 64585-C

RE: General Consultation Services
Services through December 31, 2022

Emergency Services Building Environmental Assistance \$3,800.00

Total amount this invoice \$3,800.00

*Thank you for your business. It is sincerely appreciated.
If you have any questions regarding this invoice or services provided, please contact us.*



Michigan Steel and Trim, Inc.

PO Box 346
349 N. Winter St.
Portland, MI 48875

Invoice

Bill To
Portland Fire Department C. Po Baker 773 E. Green River Portland, MI 48875

Ship To

Invoice Date	Invoice #	Terms	Ship	Via	P.O. Number
1/16/2023	10652		1/16/2023		
Quantity	Description	Price Each	Amount		
274	Snow Guard Bracket	8.32	2,277.68		
38	Kastic Rod- Snow Bar HP	20.90	794.22		
38	Snow Bar Installation	40.00	1,520.00		
11	Install new sliding chrome overhead doors and cables with new board and bottom siding	450.00	4,950.00		
4	Cupola Installation	300.00	1,200.00		
Total			112,741.44		
Payments/Credits			\$0.00		
Balance Due			112,741.44		

All claims for shortage or errors must be made at once, returns require authorization and are subject to handling charges. Special orders are non-returnable. Past-due invoices subject to 1.5% late charge.

Michigan Steel and Trim, Inc.
349 N. Winter St. STE. A - Portland, MI 48875
www.michigansteeltrim.com
Ph: 517-247-4554 • Fax: 517-247-4449



Michigan Steel and Trim, Inc.

PO Box 546
 149 N. Water St.
 Portland, MI 48875

Invoice

Bill To
Forland Inc Department Life Baker 1711 Grand Ave Portland, MI 48875

Ship To

Invoice Date	Invoice #	Terms	Order	Qty	P.O. Number
8/12/05	1035		0172021		
Quantity	Description	Price Each	Amount		
	Material and labor to repair noted water damaged trusses, framing and sheathing where not connected to base tower.	3,750.00	3,750.00		
	Sales Tax	0.00%	0.00		
			Total	\$3,750.00	
			Payments/Credits	\$0.00	
			Balance Due	\$3,750.00	

All claims for shortage or errors must be made at once, returns require authorization and are subject to handling charges. Special orders are non-refundable. Payment invoices subject to 1.5% late charge.

Michigan Steel and Trim, Inc.
 149 N. Water St. 511-43 Portland, MI 48875
www.mstt.com
 Ph: 517-687-4335 • Fax: 517-647-4449

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

Cc: Tutt Gorman, City Manager

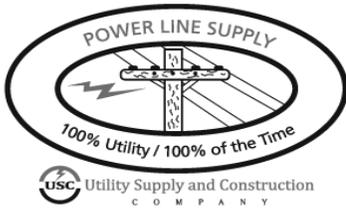
Date: 1-29-2023

Re: 25 KVA Single Phase Transformers

We have provided service to several large new homes over the last 12 months and can foresee some additional demand and maintenance for 25 KVA transformers in the coming 12-18 months. In order to maintain adequate inventory, and to address very long lead times, we need to purchase 6 x 25 KVA dual voltage Single Phase Transformers. Proposals were solicited from RESCO and Powerline Supply. Each shopped several vendors. The best cost estimate was received from Power line supply for Howard transformers at a cost of \$1,411.70/transformer. The total cost for 6 transformers is \$8,470.21 with a lead time of 72 weeks.

RECOMMENDATION: Authorize and recommend City Council approve purchase of 6 x 25 KVA dual voltage Single Phase Transformers from Power Line Supply for cost of \$8,470.21.

.



Power Line Supply
 420 Roth Street Suite A
 Reed City, MI 49677
 US
 317-831-7800

QUOTATION

Order Number	
12664647	
Order Date	Page
12/06/2022 09:31:33	1 of 1

Bill To:

Portland, City Of
 259 Kent Street
 Portland, MI 48875
 US

517-647-6912

Attn: Tammy Meyers

Customer ID: 100482

Ship To:

Portland, City Of
 723 E. Grand River
 Electric Department
 Portland, MI 48875
 US

Requested By: Mr. Chris Teachout

PO Number	Freight	Carrier	Taker
BU-2893	Prepaid		LESLIE_SCHAMBERG

Quantities					Item ID Item Description	Pricing UOM/Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Order Note: Lead time is 72 weeks

Delivery Instructions: Please call 48 hours in advance Chris Teachout
 517-647-6912

6.0000	0.0000	6.0000	EA	(001) HOWARD INDUSTRIES SINGLE PHASE PADMOUNT	EA	1.0	1,411.7021	8,470.21
			1.0	Type 2 Dead Front Dual Voltage 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT DUAL VOLTAGE. 25 KVA. 95BIL. NO TAPS. TANK- MILD STEEL. MINERAL OIL.				

Lead Time Days ARO: 504

Order Line Notes: Lead time is 72 weeks

Total Lines: 1	THIS QUOTATION AND/OR ACKNOWLEDGEMENT ARE SUBJECT TO OUR STANDARD TERMS OF SALE WHICH CAN BE ACCESSED AT: HTTPS://WWW.USCCO.COM/TERMS/TACA.ASPX OR WE WILL SEND YOU A COPY UPON YOUR REQUEST BY CALLING 1-800-832-2297	SUB-TOTAL:	8,470.21
		TAX:	0.00

Please note: Due to extreme market volatility surrounding Sections 232 and 301 tariffs, all quoted prices are subject to confirmation at time of order shipment. We continue to monitor the changing market conditions and appreciate your understanding during these unprecedented times.

AMOUNT DUE: 8,470.21
 U.S. Dollars



Municipal Inspection Services, Inc.

P. O. Box 146 Grand Ledge, MI 48837 phone

CITY OF PORTLAND BUILDING PERMIT

Building	PB-22-0167P	01/18/23	07/17/23
Permit		Issued	Expires

PROJECT ADDRESS	OWNER	APPLICANT
451 MORSE DR PORTLAND MI 48875 Lot: Plat/Sub: 300-028-000-450-00	CITY OF PORTLAND 259 KENT ST PORTLAND MI 48875 Ph.: Fx.: Cell:	F & V CONSTRUCTION 2960 SE LUCERNE DR GRAND RAPIDS MI 49546 Ph.: (616) 821 0777 Fx.: Cell:

Work Description: NEW BLOCK BLOWER BUILDING AND CHEMICAL FEED SYSTEM FOR TH WASTEWATER TREATMENT PLANT

Stipulations:

12,138.00

Permit Fee 01/18/23

Inspections

<input checked="" type="checkbox"/> Footing	<input checked="" type="checkbox"/> Rough Frame (After Trade Approvals)
<input checked="" type="checkbox"/> Backfill (Wood Foundation Only)	<input checked="" type="checkbox"/> Final <input checked="" type="checkbox"/> Other
	<input checked="" type="checkbox"/> Certificate of Occupancy

*1) soil compaction
2) weld & torque*

Separate Permits Required for (if applicable):

Electrical Plumbing Mechanical Fire Suppression Systems

This permit is granted in accordance with an application for a permit or plans now on file in this office, on the express condition that the said construction shall, in all respects, conform to the Ordinances and Building Code of the State of Michigan and Municipality listed on this form regarding the construction of buildings and may be revoked at any time upon the violation of any of the provisions of said ordinances or code, or of the above specifications.

A PERMIT WILL BE CANCELLED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN SIX MONTHS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CANCELLED PERMITS CANNOT BE REFUNDED OR REINSTATED.

Jeff Cranson

Building Official



Invoice

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

January 9, 2023
 Project No: 853960
 Invoice No: 64597

Project 853960 City of Portland - Kent St Improvements
Services Included: Easement Assistance, Traffic Analysis, Preliminary Design
For professional services rendered for the period November 27, 2022 to December 31, 2022
Professional Services

	Hours	Billing	
	151.50		
Total			16,498.75
Reimbursable Expenses			
Expenses		1,631.51	
Total		1,631.51	1,631.51
		Total this Invoice	\$18,130.26

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

Terms: Net 15 days



Portland Ambulance Department

Star Thomas, *Director*

To: Tutt Gorman
From: Star Thomas
Date: January 23, 2023
Re: Purchase of LifePak 15 Monitor

Mr. Gorman:

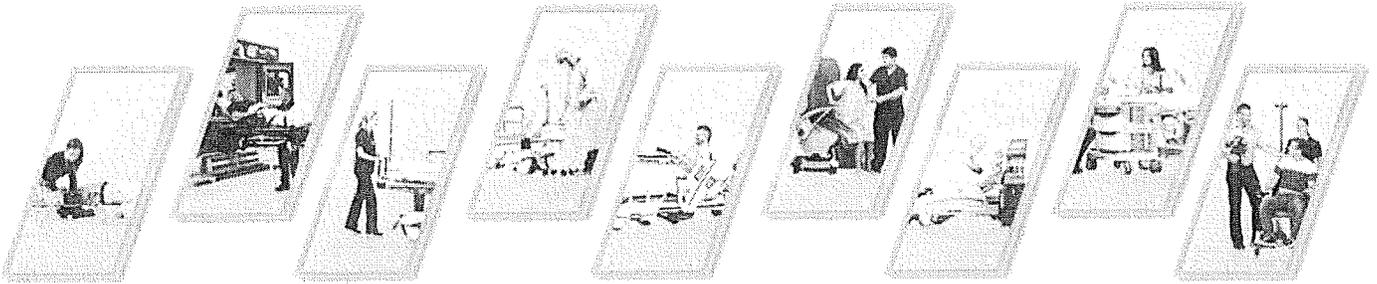
The attached purchase order from Stryker is for a refurbished LIFEPAK 15 monitor.

Portland Ambulance is normally equipped with three total monitors; however, a Phillips monitor stopped working several months ago, and maintenance and repair of the device was no longer supported by the manufacturer. Currently, if one of the existing monitors needs service, the ambulance department will be limited to operating only one ALS truck.

A replacement cost of \$20,000 or less was previously authorized for this current budget year; however, rising costs brought the used monitor in for \$24,248.41. With the additional monitor, Portland Ambulance will be able to operate two ALS trucks in the event one monitor requires service.

Thank you for your consideration,


Star Thomas, Director
Portland Ambulance



Proposal for:

CITY OF PORTLAND AMB
773 E GRAND RIV AVE
PORTLAND Michigan 48875

Prepared by:

Pierce Szubelak
pierce.szubelak@stryker.com

01/20/2023



LP15 Refurbished Monitor

Quote Number: 10638953

Remit to: Stryker Medical

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: CITY OF PORTLAND AMB

Rep: Pierce Szubelak

Attn:

Email: pierce.szubelak@stryker.com

Phone Number:

Mobile: 989-255-4433

Quote Date: 01/20/2023

Expiration Date: 01/31/2023

Delivery Address

Name: CITY OF PORTLAND AMB

Account #: 1189749

Address: 773 E GRAND RIV AVE

PORTLAND

Michigan 48875

End User - Shipping - Billing

Name: CITY OF PORTLAND AMB

Account #: 1189749

Address: 773 E GRAND RIV AVE

PORTLAND

Michigan 48875

Bill To Account

Name: CITY OF PORTLAND AMB

Account #: 1189749

Address: 773 E GRAND RIV AVE

PORTLAND

Michigan 48875

Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	97577-000101	Certified Pre-owned - LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes(11996-000091) & 1 Test Load(21330-001365)/device, 1 Svc Manual CD(26500-003612)/order	1	\$40,064.00	\$18,000.00	\$18,000.00
2.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3	\$577.00	\$403.90	\$1,211.70
3.0	11171-000046	Masimo M-LNCSCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	1	\$351.00	\$280.80	\$280.80
4.0	11171-000047	Masimo M-LNCSP, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable.	1	\$351.00	\$280.80	\$280.80
5.0	11160-000011	NIBP Cuff-Reusable, Infant	1	\$27.00	\$18.90	\$18.90
6.0	11160-000013	NIBP Cuff-Reusable, Child	1	\$31.00	\$21.70	\$21.70
7.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	\$43.00	\$30.10	\$30.10
8.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	\$60.00	\$42.00	\$42.00
9.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$393.00	\$275.10	\$275.10
10.0	21996-000109	Titan III WiFi Gateway	1	\$1,207.00	\$844.90	\$844.90
11.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	1	\$292.00	\$204.40	\$204.40
12.0	21300-008148	LIFEPAK 15 NIBP Coiled Hose, 9'	1	\$111.00	\$77.70	\$77.70
13.0	11160-000015	NIBP Cuff-Reusable, Adult	1	\$37.00	\$25.90	\$25.90



LP15 Refurbished Monitor

Quote Number: 10638953

Version: 1

Prepared For: CITY OF PORTLAND AMB

Attn:

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Pierce Szubelak

Email: pierce.szubelak@stryker.com

Phone Number:

Mobile: 989-255-4433

Quote Date: 01/20/2023

Expiration Date: 01/31/2023

#	Product	Description	Qty	List Price	Sell Price	Total
14.0	11111-000018	ECG Cable, 12-Lead, 5ft. - Trunk cable with AHA limb leads	1	\$457.00	\$319.90	\$319.90
15.0	11111-000022	ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	1	\$184.00	\$128.80	\$128.80
16.0	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	1	\$27.00	\$18.90	\$18.90
17.0	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	1	\$476.00	\$333.20	\$333.20
18.0	21330-001365	Test load (for use with QUIK COMBO therapy cable)	1	\$89.00	\$62.30	\$62.30
Equipment Total:						\$22,177.10

ProCare Products:

#	Product	Description	Years	Qty	List Price	Sell Price	Total
19.1	78000639	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for Certified Pre-owned - LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes(11996-000091) & 1 Test Load(21330-001365)/device, 1 Svc Manual CD(26500-003612)/order	1	1	\$2,099.00	\$1,679.20	\$1,679.20
ProCare Total:							\$1,679.20

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$392.11
Grand Total:	\$24,248.41

Prices: In effect for 30 days

Terms: Net 30 Days



LP15 Refurbished Monitor

Quote Number: 10638953

Version: 1

Prepared For: CITY OF PORTLAND AMB

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Pierce Szubelak

Email: pierce.szubelak@stryker.com

Phone Number:

Mobile: 989-255-4433

Quote Date: 01/20/2023

Expiration Date: 01/31/2023

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

User: ABAUM

DB: Portland

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022	MONTH 12/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,181,528.00	1,159,058.70	4,117.90	22,469.30	98.10
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	2,528.58	398.43	2,821.42	47.26
101-000-447.000	TAX COLLECTION FEES	45,500.00	38,314.68	1,172.52	7,185.32	84.21
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	5.38	0.00	(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	7,335.45	0.00	10,164.55	41.92
101-000-490.000	NON-BUSINESS PERMITS	75,000.00	48,830.00	1,963.00	26,170.00	65.11
101-000-543.000	ACT 302 POLICE TRAINING GRANT	600.00	305.60	0.00	294.40	50.93
101-000-570.000	LIQUOR FEES	3,900.00	3,897.85	0.00	2.15	99.94
101-000-574.000	REVENUE SHARING-CONST SALES	370,456.00	220,514.00	71,799.00	149,942.00	59.53
101-000-574.001	REVENUE SHARING-STAT SALES	114,162.00	59,361.00	20,167.00	54,801.00	52.00
101-000-609.000	SEX OFFENDER REGISTRATION FEES	0.00	100.00	100.00	(100.00)	100.00
101-000-620.000	PBT TESTING FEES	0.00	5.00	5.00	(5.00)	100.00
101-000-623.000	TRANSCRIPT FEES	700.00	322.00	140.00	378.00	46.00
101-000-628.000	ADMINISTRATIVE CHARGES	329,026.00	164,512.98	27,418.83	164,513.02	50.00
101-000-630.000	CEMETERY LOT SALES	9,000.00	3,650.00	0.00	5,350.00	40.56
101-000-633.000	CEMETERY CARE FEES	6,000.00	4,211.20	0.00	1,788.80	70.19
101-000-634.000	GRAVE OPENING FEES	12,500.00	6,600.00	750.00	5,900.00	52.80
101-000-656.000	DISTRICT COURT FINES	6,500.00	3,647.94	285.85	2,852.06	56.12
101-000-661.000	PARKING FINES	2,000.00	390.00	240.00	1,610.00	19.50
101-000-662.000	DRUG FORFEITURE MONEY	2,759.00	0.00	0.00	2,759.00	0.00
101-000-663.000	MISCELLANEOUS FINES	2,500.00	860.00	110.00	1,640.00	34.40
101-000-665.000	INTEREST INCOME	0.00	4,430.35	648.67	(4,430.35)	100.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	0.00	963.91	4.35	(963.91)	100.00
101-000-667.000	RENTAL INCOME	9,000.00	4,040.00	1,000.00	4,960.00	44.89
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	125.00	0.00	(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	2,290.33	0.00	(2,290.33)	100.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	4,500.00	5,953.38	0.00	(1,453.38)	132.30
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	38,710.00	15,716.45	2,946.26	22,993.55	40.60
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	200.00	113.98	28.43	86.02	56.99
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		2,520,539.00	1,759,982.16	133,295.24	760,556.84	69.83
Expenditures						
100	COUNCIL	25,285.00	6,339.58	751.26	18,945.42	25.07
172	CITY MANAGER	211,189.00	97,245.09	14,553.92	113,943.91	46.05
201	GENERAL ADMINISTRATION	449,818.00	237,274.38	20,831.46	212,543.62	52.75
257	ASSESSING	54,962.00	28,695.44	4,595.48	26,266.56	52.21
262	ELECTIONS	10,550.00	6,878.49	75.00	3,671.51	65.20
265	CITY HALL	117,652.00	70,931.06	23,089.98	46,720.94	60.29
301	POLICE	811,334.00	294,168.79	40,271.40	517,165.21	36.26
371	CODE ENFORCEMENT	48,291.00	14,417.65	1,514.15	33,873.35	29.86
567	CEMETERY	207,173.00	94,210.50	9,999.49	112,962.50	45.47
707	COMMUNITY PROMOTIONS	531,282.00	304,764.15	13,009.29	226,517.85	57.36
728	ECONOMIC DEVELOPMENT	21,750.00	14,806.29	2,255.67	6,943.71	68.07
751	PARKS	258,653.00	121,897.77	8,005.06	136,755.23	47.13

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
	TOTAL EXPENDITURES	2,747,939.00	1,291,629.19	138,952.16	1,456,309.81	47.00
<hr/>						
Fund 101 - GENERAL FUND:						
	TOTAL REVENUES	2,520,539.00	1,759,982.16	133,295.24	760,556.84	69.83
	TOTAL EXPENDITURES	2,747,939.00	1,291,629.19	138,952.16	1,456,309.81	47.00
	NET OF REVENUES & EXPENDITURES	(227,400.00)	468,352.97	(5,656.92)	(695,752.97)	205.96

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022	MONTH 12/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	805,400.00	277,433.45	28,807.97	527,966.55	34.45
	TOTAL EXPENDITURES	1,127,034.00	87,907.52	11,558.04	1,039,126.48	7.80
	NET OF REVENUES & EXPENDITURES	(321,634.00)	189,525.93	17,249.93	(511,159.93)	58.93
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	1,273,478.00	189,132.51	32,777.31	1,084,345.49	14.85
	TOTAL EXPENDITURES	1,390,323.00	197,594.64	22,666.69	1,192,728.36	14.21
	NET OF REVENUES & EXPENDITURES	(116,845.00)	(8,462.13)	10,110.62	(108,382.87)	7.24
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	358,239.00	140,644.82	11,117.07	217,594.18	39.26
	TOTAL EXPENDITURES	491,883.00	247,191.23	19,867.61	244,691.77	50.25
	NET OF REVENUES & EXPENDITURES	(133,644.00)	(106,546.41)	(8,750.54)	(27,097.59)	79.72
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	82,646.00	33,580.38	5,078.15	49,065.62	40.63
	TOTAL EXPENDITURES	108,646.00	38,502.07	7,746.18	70,143.93	35.44
	NET OF REVENUES & EXPENDITURES	(26,000.00)	(4,921.69)	(2,668.03)	(21,078.31)	18.93
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	804,680.00	592,101.52	54,272.23	212,578.48	73.58
	TOTAL EXPENDITURES	865,466.00	395,695.45	47,997.67	469,770.55	45.72
	NET OF REVENUES & EXPENDITURES	(60,786.00)	196,406.07	6,274.56	(257,192.07)	323.11
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	324,535.00	300,784.79	136.82	23,750.21	92.68
	TOTAL EXPENDITURES	168,740.00	90,810.05	9,094.59	77,929.95	53.82
	NET OF REVENUES & EXPENDITURES	155,795.00	209,974.74	(8,957.77)	(54,179.74)	134.78
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	152,550.00	64,163.88	12,839.16	88,386.12	42.06
	TOTAL EXPENDITURES	151,050.00	76,324.80	12,720.52	74,725.20	50.53
	NET OF REVENUES & EXPENDITURES	1,500.00	(12,160.92)	118.64	13,660.92	810.73
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	4,766,525.00	2,453,953.81	362,894.35	2,312,571.19	51.48
	TOTAL EXPENDITURES	5,891,876.00	2,632,702.80	521,915.33	3,259,173.20	44.68
	NET OF REVENUES & EXPENDITURES	(1,125,351.00)	(178,748.99)	(159,020.98)	(946,602.01)	15.88
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,445,848.50	571,182.89	111,721.65	874,665.61	39.51
	TOTAL EXPENDITURES	1,731,716.50	705,329.67	122,491.62	1,026,386.83	40.73
	NET OF REVENUES & EXPENDITURES	(285,868.00)	(134,146.78)	(10,769.97)	(151,721.22)	46.93

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	12/31/2022	INCREASE	MONTH 12/31/2022 (DECREASE)	NORMAL	BALANCE (ABNORMAL)	
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
	TOTAL REVENUES	776,965.00	372,706.91		61,867.84		404,258.09	47.97
	TOTAL EXPENDITURES	1,379,550.00	543,061.42		33,481.14		836,488.58	39.37
	NET OF REVENUES & EXPENDITURES	(602,585.00)	(170,354.51)		28,386.70		(432,230.49)	28.27
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
	TOTAL REVENUES	524,467.00	123,822.33		10,297.01		400,644.67	23.61
	TOTAL EXPENDITURES	764,448.00	332,723.43		53,409.75		431,724.57	43.52
	NET OF REVENUES & EXPENDITURES	(239,981.00)	(208,901.10)		(43,112.74)		(31,079.90)	87.05
	TOTAL REVENUES - ALL FUNDS	11,315,333.50	5,119,507.29		691,809.56		6,195,826.21	45.24
	TOTAL EXPENDITURES - ALL FUNDS	14,070,732.50	5,347,843.08		862,949.14		8,722,889.42	38.01
	NET OF REVENUES & EXPENDITURES	(2,755,399.00)	(228,335.79)		(171,139.58)		(2,527,063.21)	8.29

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

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

Members Present: Grimminck, Barnes, Madarang, Gorman, Ward, Briggs

Members Absent: Antaya, Williamson

Staff: Director ConnerWellman, City Clerk Miller

Guests: None

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

Motion by Gorman, supported by Barnes to excuse Members Antaya and Williamson.
All in favor. Adopted.

Motion by Madarang, supported by Briggs, to approve the agenda as presented.
All in favor. Adopted.

There was no Public Comment.

Motion by Barnes, supported by Madarang, to approve the minutes of the October 24, 2022,
meeting as presented.
All in favor. Adopted.

Motion by Briggs, supported by Madarang, to approve the November 2022 Treasurer's Report.
All in favor. Adopted.

Under Team Reports, Director ConnerWellman asked Board Members to make commitments to
projects and events in 2023.

Under Old Business, City Manager Gorman provided an update on the Kent Street Improvement
Project and noted that several downtown business owners attended the November 7, 2022, City
Council meeting. One of the business owners questioned the "supposed" timeline of the project
and his belief that the city keeps changing the "goalposts". The Council was able to explain the
perceived holdups with the project and that the design renderings are not the same as the actual
design that will be used to bid and construct the project. The actual project design is currently
being developed and will retain angle parking. Construction is expected to take place in 2024
based on current supply chain issues.

Director ConnerWellman provided an update on the easement acquisition process for the Kent
Street Improvement Project.

The Board Members provided reviews on various topics from the webinar DT Management Basics.

Under New Business, Director ConnerWellman proposed the December DDA meeting be cancelled.

Motion by Barnes, supported by Madarang, to not hold the December 2022 DDA meeting. All in favor. Adopted.

Under the Director's Report, Director ConnerWellman presented the monthly report.

There was discussion about the criteria/metrics that should be considered regarding the weather to determine if HolidayFest should be cancelled or rescheduled, keeping in mind the situation that happened last year.

Under Board Member Comments, Director ConnerWellman stated that two gentlemen are working with the owner of the property at 117 E. Grand River Ave. to open a Mexican restaurant later this winter or in the spring.

City Manager Gorman provided development updates.

Motion by Madarang, supported by Ward, to adjourn the meeting at 7:52 P.M. All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary



Date: December 26, 2022

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

PRINCIPAL & INTEREST ACCOUNT

PREVIOUS BALANCE:	<u>10/31/2022</u>	AMOUNTS
		\$ 501.78
NEW BALANCE:	<u>11/30/2022</u>	<u>\$ 501.78</u>

PRIME ACCOUNT

PREVIOUS BALANCE:	<u>10/31/2022</u>	\$ 22,898.03
DEPOSITS:		\$ (365.75)
Due to customers:		\$ -
NEW BALANCE:	<u>11/30/2022</u>	<u>\$ 22,532.28</u>

REGULAR ACCOUNT

PREVIOUS BALANCE:	<u>11/28/2022</u>	\$ 539,902.23
INTEREST EARNED:		\$ 134.71
DEPOSITS:		\$ 1,250.00
Beerfest		\$ 575.00
Holiday Fest		\$ -

CHECKS WRITTEN:

Ck No.	Payee:	<u>AMOUNTS</u>
	Admin charge December 2022	\$ 300.00
	Bank fee - Fraud Protection	\$ 30.00
void check 2350	Article fee for Kurt Fedewa	\$ (25.00)
2356	City of Portland, credit card reimbursement, postage, phones	\$ 1,493.60
2357	Historical Society of Michigan, Membership renewal	\$ 100.00
2358	Ioia Area Chamber of Commerce, Annual Investment	\$ 260.00
2359	Menards, Winter planters	\$ 415.71
2360	Michigan Downtown Association, Annual Conference T. Connerwellman	\$ 223.00
2361	Michigan Downtown Association, Annual Conference C. Grimminck	\$ 248.00
2362	PE Office Solutions, Posters & Flyers for Holiday Fest	\$ 1,026.14
2363	Tina Conner Wellman, Phone Reimbursement and Mileage	\$ 97.50

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 11/17/2022 - 12/16/2022	\$ (4,168.95)
TOTAL EXPENSES:	<u>\$ (8,146.15)</u>
NEW BALANCE:	<u>\$ (12,315.10)</u>
<u>11/28/2022</u>	<u>\$ 529,546.84</u>

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



Date: January 23, 2023

REPORT OF FUNDS IN DDA AS OF: January 16, 2023

PRINCIPAL & INTEREST ACCOUNT

PREVIOUS BALANCE:	<u>11/30/2022</u>	<u>\$ 501.78</u>
NEW BALANCE:	<u>12/31/2022</u>	<u>\$ 501.78</u>

PRIME ACCOUNT

PREVIOUS BALANCE:	<u>11/30/2022</u>	<u>\$ 24,701.98</u>
DEPOSITS:		\$ 787.01
Due to customers:		\$ -
NEW BALANCE:	<u>12/31/2022</u>	<u>\$ 25,488.99</u>

REGULAR ACCOUNT

PREVIOUS BALANCE:	<u>12/26/2022</u>	\$ 529,546.84
INTEREST EARNED:		\$ 136.82
DEPOSITS:		\$ 17,401.94
Winter Property Tax Capture		\$ 1,702.75
Holiday Fest		

CHECKS WRITTEN:

Ck No.	Payee:	<u>AMOUNTS</u>
	Admin charge January 2023	\$ 300.00
	Bank fee - Fraud Protection	\$ 30.00
	City of Portland, credit card reimbursement, postage, phones	\$ 2,336.03
	Hometown Sports, Plaques	\$ 85.00
	PE Office Solutions, Futura Laser Gloss 400 Ream	\$ 25.00
	Small Business Association of Michigan, Membership	\$ 249.00
	Tina Conner Wellman, Phone Reimbursement and Mileage	\$ 67.99
		\$ (3,093.02)
	TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 12/17/2022 - 01/16/2022	<u>\$ (6,455.86)</u>
	TOTAL EXPENSES:	<u>\$ (9,548.88)</u>
NEW BALANCE:	<u>1/23/2023</u>	<u>\$ 539,239.47</u>

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

City Of Portland
Water Department
Monthly Water Report
January 2023

Monthly Water Production

Well #4	5,764,000 Gallons
Well #5	0 Gallons
Well #6	3,374,000 Gallons
Well #7	0 Gallons

Daily Water Production

Well #4	185,935 Gallons
Well #5	0 Gallons
Well #6	108,838 Gallons
Well #7	Gallons

Daily Average Water Production for All Wells

294,773 Gallons

Total Water Production for the Month

9,138,000 Gallons

Total Water Production for the Previous Month

8,046,000 Gallons

Total Production increased by

1,092,000 Gallons

Total Production for This Month from the Previous Year

8,424,000 Gallons

Total Production increased by

714,000 Gallons

Rodney D. Smith Jr.
Water Technician

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

January 20, 2023
December 1-31, 2022

Kwh Consumed	3,074,601
DIESEL PRODUCTION	0
HYDRO GENERATION	137,844

Total Kwh Purchased	2,936,757	Total Dollars Paid	\$ 244,599.29
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Kwh Billed

Residential	1,252,697
Commercial	648,464
Large General	627,640
City St. Lites Metered	11,901
St. Lites Unmetered	
Rental Lights	
Demand	57,004
Total Kwh Billed	2,597,706

Dollars Billed

PCA Billed	\$ 51,547.33
Residential	\$ 169,367.56
Residential EO Charge	\$ 2,280.80
Geothermal Discount	\$ (237.14)
Commercial	\$ 85,288.29
Commercial/LG EO Charge	\$ 2,462.88
Large General	\$ 54,214.28
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 1,075.44
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 14,906.30
Tax	\$ 14,319.48
Total Dollars Billed	\$ 397,021.01
Power Cost Adj.	.02038

Arrears after billing	\$ 10,552.57
Penalties Added	\$ 1,891.44
Arrears end of month	\$ 37,225.82
Fuel Cost Billed	\$ 60,035.55
Amount Collected	\$ 368,974.10
Total Adjustments	\$ 3,151.71

Residential Customers	2,242
Commercial Customers	329
Large General	15
Total Customers	2,586

01/04/23



CITY OF PORTLAND
January-23

WATER DEPARTMENT REPORT

MONTH	Dec-22	PERIOD COVERED	Dec. 1-31, 2022
Customers Billed		Penalties Added	\$ 360.40
City	1,842	Dollars Collected	\$ 58,334.70
Rural	24	Arrears at end of Month	\$ 6,308.68
Total Customers	1,866	Adjustments	\$ (2,252.91)
		Gallons Pumped	8,046,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	6,641,948		\$ 52,528.67
Rural	79,766		\$ 1,498.60
Total	<u>6,721,714</u>		<u>\$ 54,027.27</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,802	Dollars Billed	\$104,843.08
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 104,843.08

Penalties Added	\$ 711.93
Dollars Collected	\$ 108,560.37
Arrears at end of Month	\$ 10,995.89
Adjustments	\$ (5,447.64)
Gallons Treated per Million	6.756





2022

Year End Report



IONIA COUNTY CENTRAL DISPATCH

545 Apple Tree Dr
Ionia Michigan 48846
Admin: (616) 522-0911

Director: Lance Langdon

To: Ionia County Board of Commissioners, and Residents of Ionia County

Date: January 17, 2023

Reference: 2022 Ionia County Central Dispatch Annual Report

Items

Having now completed more than a full year with Ionia County Dispatch, I am happy to report that Ionia County is truly blessed with a great group of people, serving in the Dispatch Center. Their dedication to our citizens and the teamwork they demonstrate each and every day is amazing.

Staff were very concerned with my starting as a new director. They anticipated a great deal of change but that was not the case. It took several months of watching their operations and how our partner agencies conducted business to determine what if any changes were needed. Change for the sake of change or to fix something that is not broken should never be the case.

The main area that I found needed to be addressed, were the policies, procedures, orders, and guidelines that staff used to determine their actions in processing of calls for service (CFS). Working through all these documents, they were condensed into a single policy and procedure manual and updated as needed to assist staff in their duties. In developing the procedures, input was sought from staff, and partner agencies to be sure that it properly captured the operational need of both Center Staff and our partners. These will be reviewed annually to determine if they are still current and meet their intended purpose and will be revised as needed.

The major concern of our Fire Departments has been the poor communications of our VHF radios system. A grant was submitted through FEMA for the Assistance to Firefighters Grant (AFG), right at the end of 2021. Grant awards were very slowly announced, and we were advised in late December that they were not approved for the grant. They will be resubmitting for the grant again in efforts to raise the one million dollars requested last year to purchase radio equipment. The BOC did approve ARPA funding for the infrastructure upgrades, and 10% matching funds that were required for the grant. The infrastructure portion of the project is underway and will be in place later in 2023.

Pagers are used for dispatching our Fire agencies, and these also running on VHF radio frequencies, and do not work well in most of the county. A request to use ARPA funds to purchase 800MHz pagers was made and tabled by the BOC. I expect that the request will be

renewed in early 2023, requesting to approve the project and improve the paging system to where it should be.

2022 brought a close to the pandemic, resulting in the renewal of our 911 Open House, under a new name of 911 Field Day. With many our agency partners participating in the event the new name better describes the day. It was a little damp with some rain, but we had approximately 325 people participating in the event. Information provided by several Police, Fire and EMS agencies as well as tours of the Center. We had information tables indoors that presented information from MDOC, Sparrow Hospital, ICSO, and the Right Door.

This was then followed by our work with the Heartlands/Ionia Career Center programs. We worked with students to help them be stronger applicants to future employment opportunities, with several being interviewed for an opportunity to serve an internship with the Center. One student was offered the internship. With her interest and effort, she was hired as a Dispatcher shortly after her graduation increasing our full time Dispatcher positions from 11 to 12.

We did lose three employees in 2022, one to Belding PD and the second to Ionia Courts and the third did not make it through training. One position was filled by one of our part time employees and the employee that moved to Belding PD has continued as a part time staff member. Our part time employees are only occasional part time, working as able/needed to help cover overtime assignments.

With the requested 2023 budget, a need for additional supervisory staff was submitted/requested and was approved. Two positions were added to increase our supervisor's number from 2 to 4, allowing for a supervisor to be assigned to each team providing leadership to each team. While staff are all extremely capable, the addition of the additional supervisors will be a positive change for the organization.

With new employees needing to be trained, we did send three staff members to training to become CTO's (Communications Training Officers). Staff were sent to two different programs that are used by centers across the state. With their training, and the experience of our current trainers, we are working to further customize our training program to meet the needs of our center.

Supervisor Kevin Booth was selected by APCO's Michigan Chapter, (Association of Public Safety Communications Officials) as the Supervisor of the Year. We are very proud of Kevin and all the work he has done resulting in this recognition.

We have also begun the process of updating and remodeling the 911 Call Center, with the BOC approving ARPA funding. An Architect has been selected as well as a console vendor for the project. As we move into 2023, we look forward to the remodel project being completed and bringing our center into the future.

Respectfully submitted,

Lance Langdon

Current Central Dispatch Staffing

Director

Office Manager

Supervisors (2)

Dispatchers – Full Time (12)

Dispatchers – Occasional Part Time (2)

- Numbers are approved positions, not all are filled at this time.
-

Mission

To enhance the quality of life in Ionia County for all people, providing professional, efficient, courteous, and responsive public safety communications.

Vision

To be the example for other Public Safety Dispatch Centers, providing exceptional service.

Values – D.I.S.P.A.T.C.H.E.R.

D. Detail-oriented: Able to pay close attention, notice the minor details.

I. Innovative: Share new ideas that can improve ICCD for the better, embrace change.

S. Strong Work Ethic: Consistently performing our job to the best of our ability.

P. Professionalism: Communicating respectfully, effectively, and appropriately leading by example.

A. Adaptability: Flexibility, responding effectively to changes or various situations.

T. Teamwork: Work together toward a collective goal with good communication, patience, and dedication.

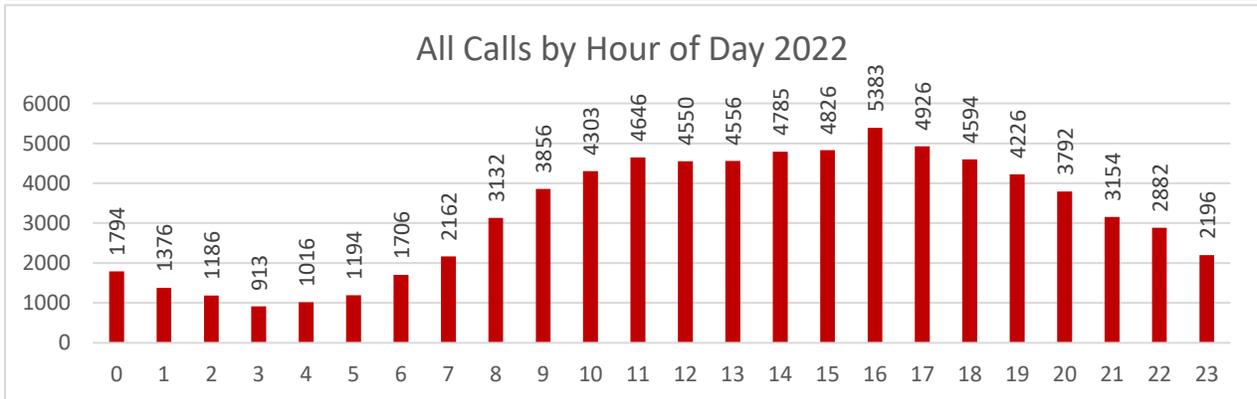
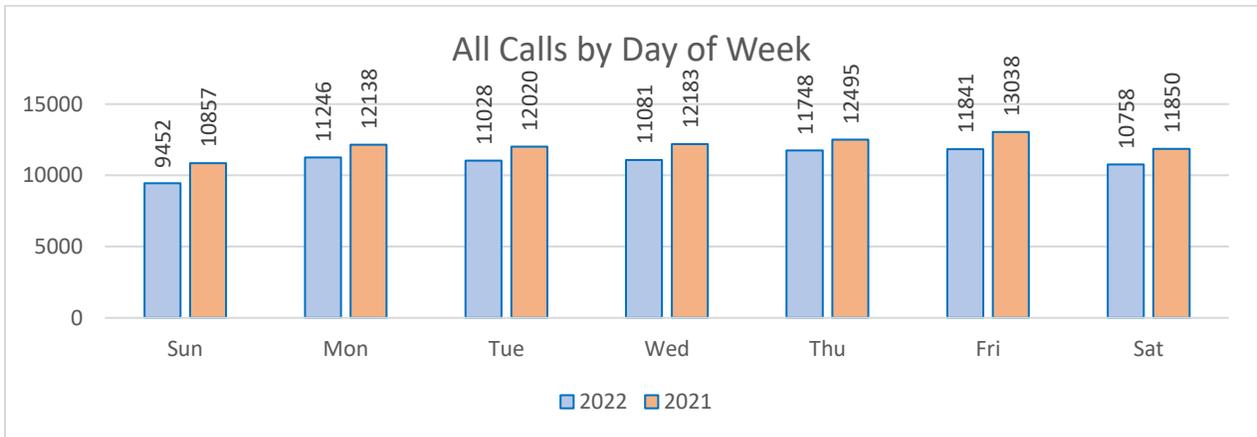
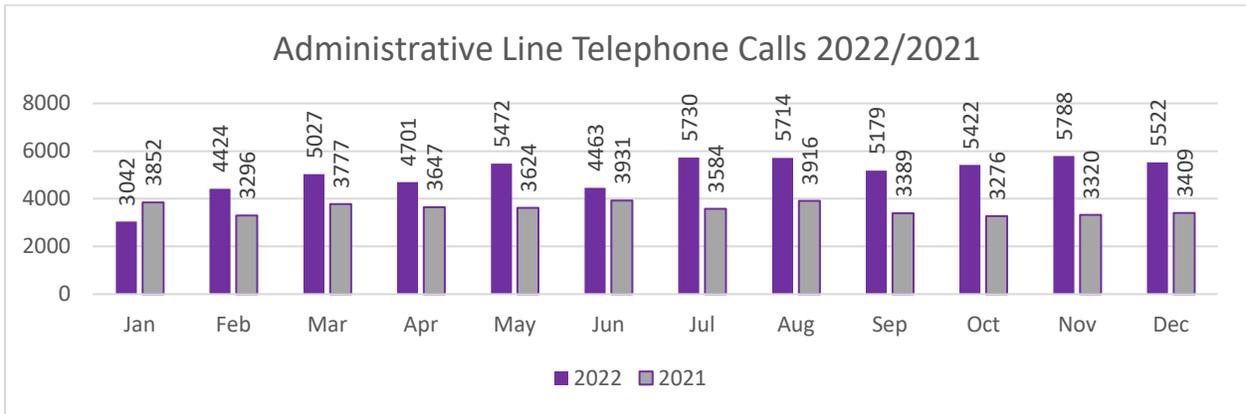
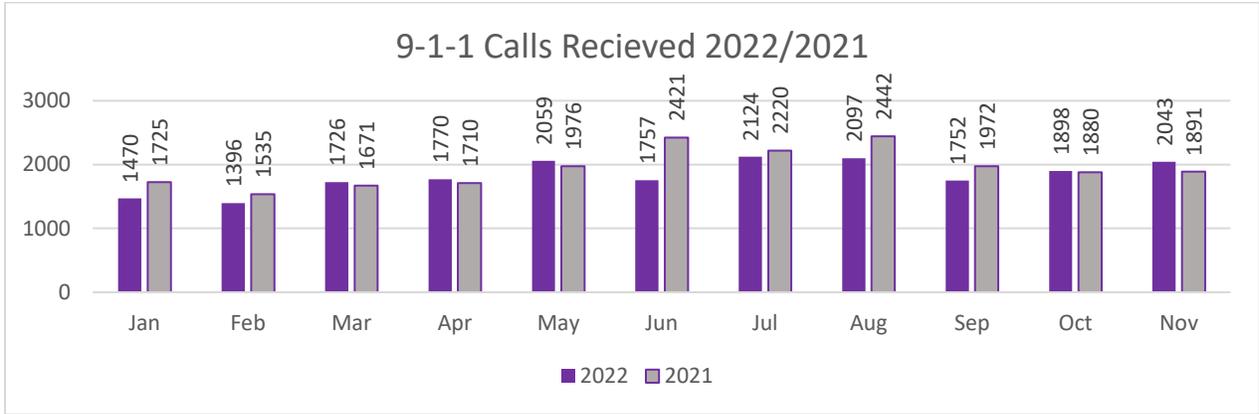
C. Caring: Feeling or showing concern for or kindness to others.

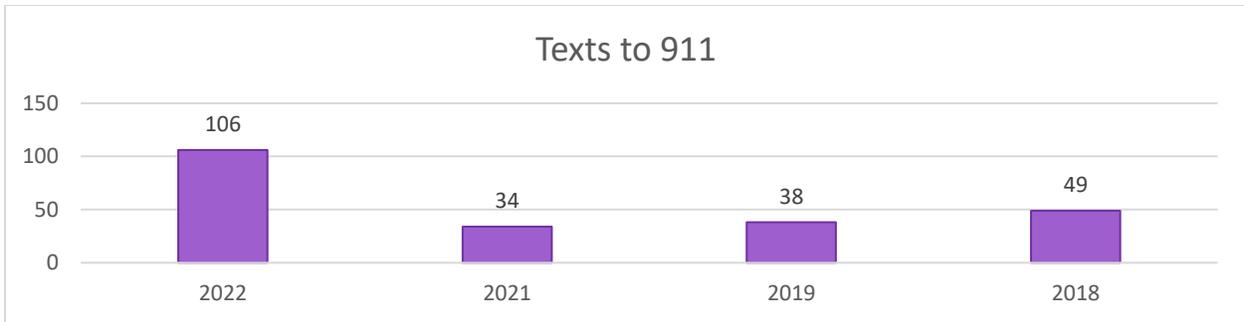
H. Honesty: Uprightness, fairness, truthfulness, sincerity, or frankness in communications and deeds.

E. Empathy: Connecting with someone, sensing people's emotions or feelings.

R. Respectful: Being appreciative, considerate, polite, and gracious to all those we serve and serve with.

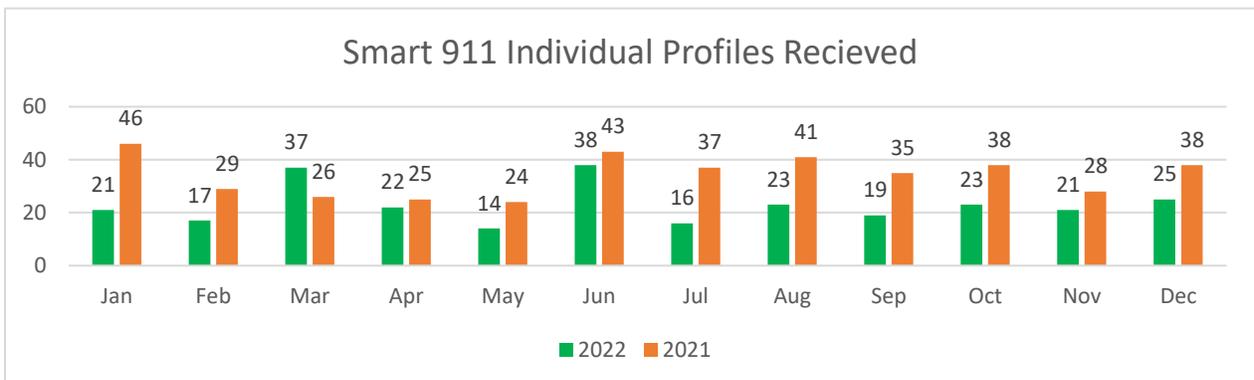
Call Center Statistics



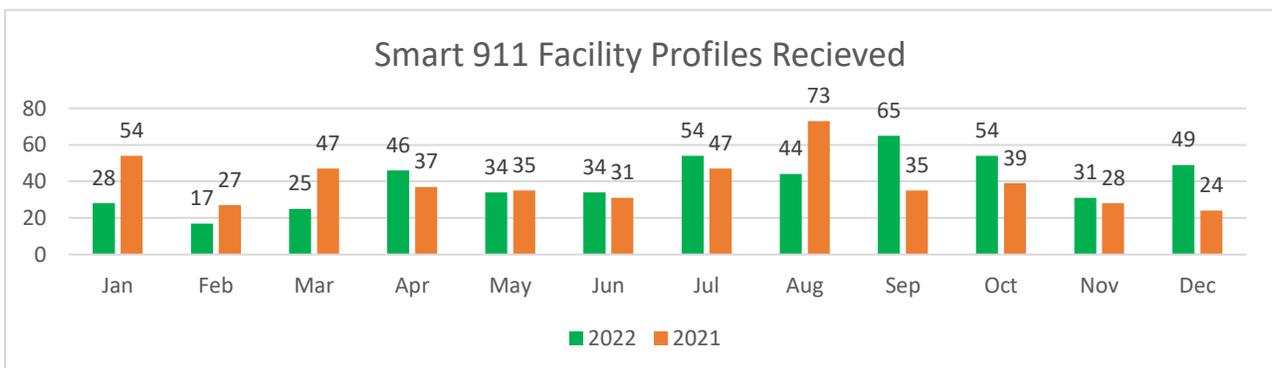


Smart 911 is a service that allows you to build a profile and share information with 911 when you call for help.

You can provide information on medical conditions, prescriptions taken, emergency contacts, key locations, or codes for responders to use to get to you when you have an emergency. Share as much or little as you wish for home, office, or vacation home.



You can also create a profile for your business. Again, you choose to add what you wish to share, emergency contact numbers, light panel locations, any hazards, that responders should be aware of.

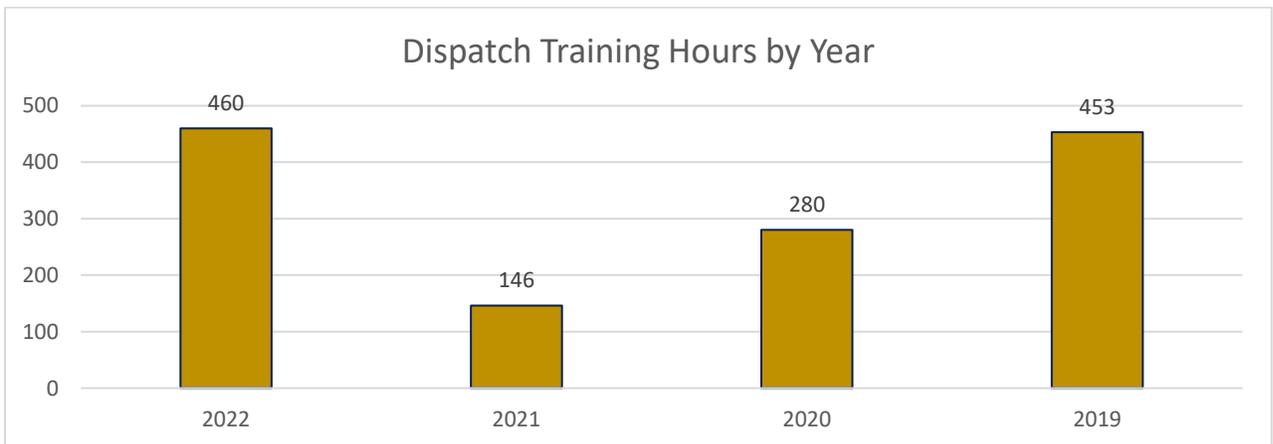




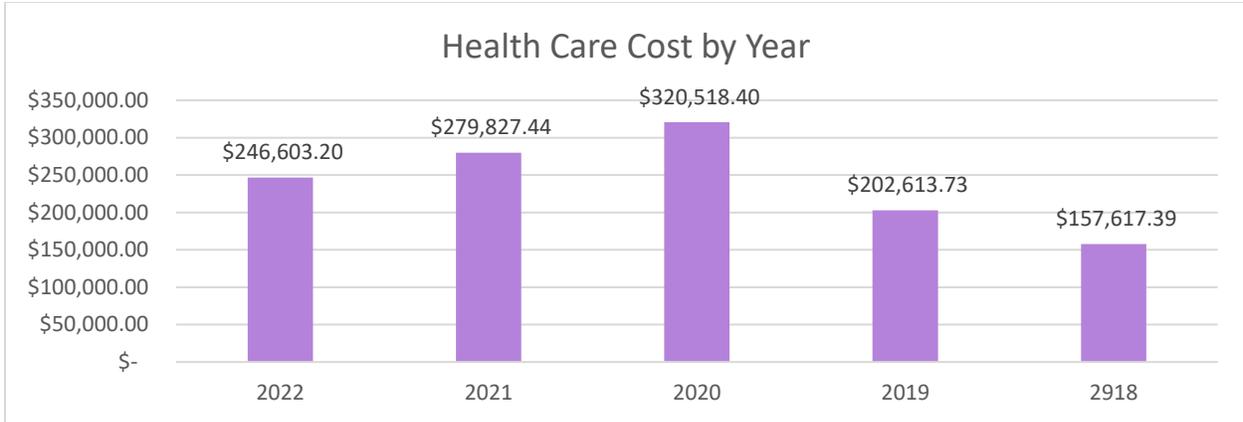
2021 had wage savings with open positions. 2022 saw across the board wage increases resulting in the increase shown above.



Open positions and employees in training in 2021 & 2022 resulted in additional overtime for shift coverage.



Training hours required for Dispatchers to maintain state requirements of 24 hours in each 2-year period from the employee's anniversary date. Training costs are funded by the State through wireless training funds provided to the Center.

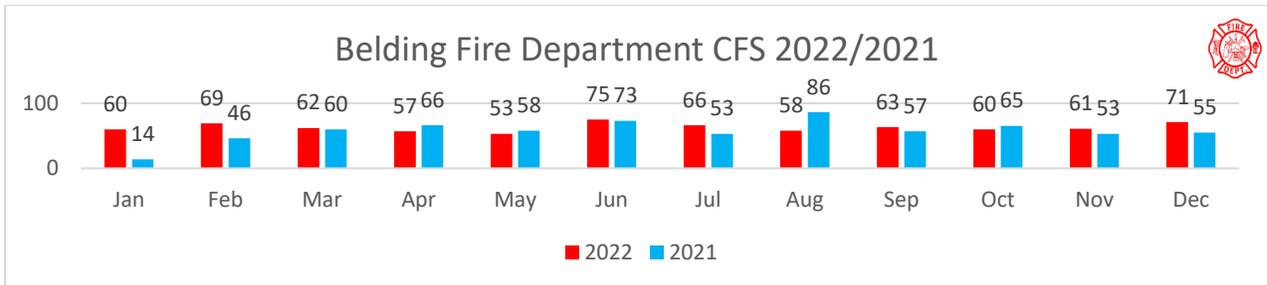


The staffing levels in 2021 and 2022 have an impact on the total cost of Health Insurance, as well as an incentive pay out not to take county insurance.

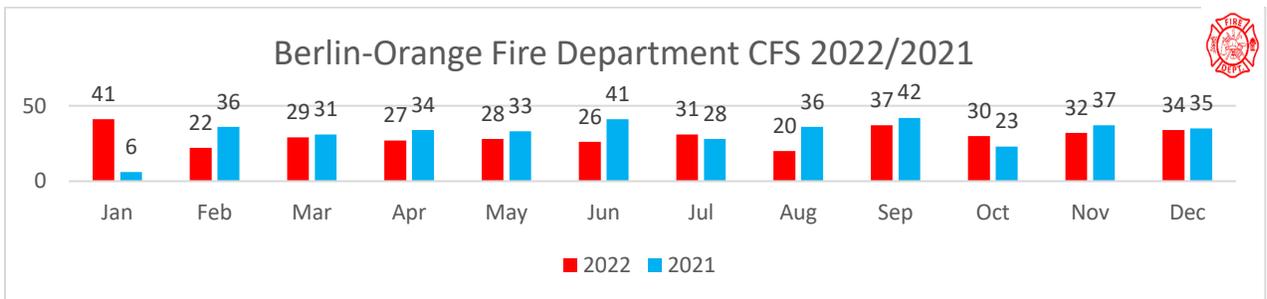
Agency Statistics

*Statistics start January 26, 2021, with the implementation of a new CAD program.

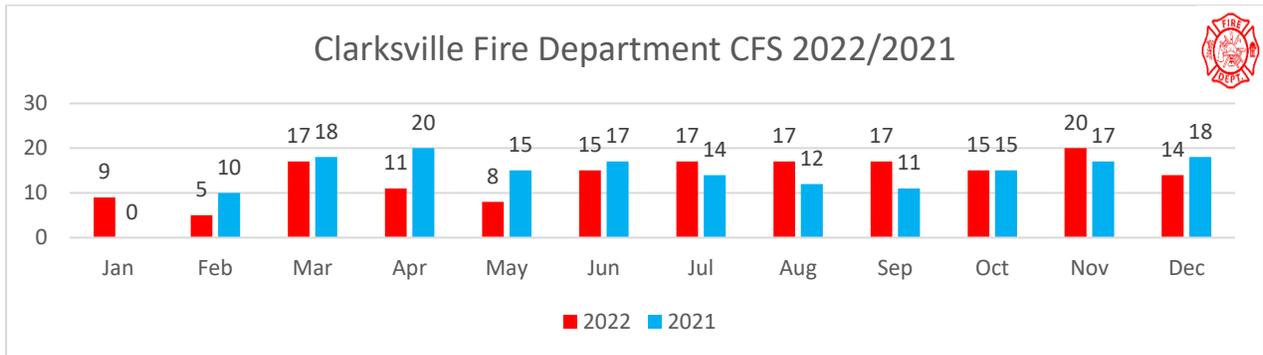
Belding Fire – 755 Calls for Service – 17.55% of Fire CFS



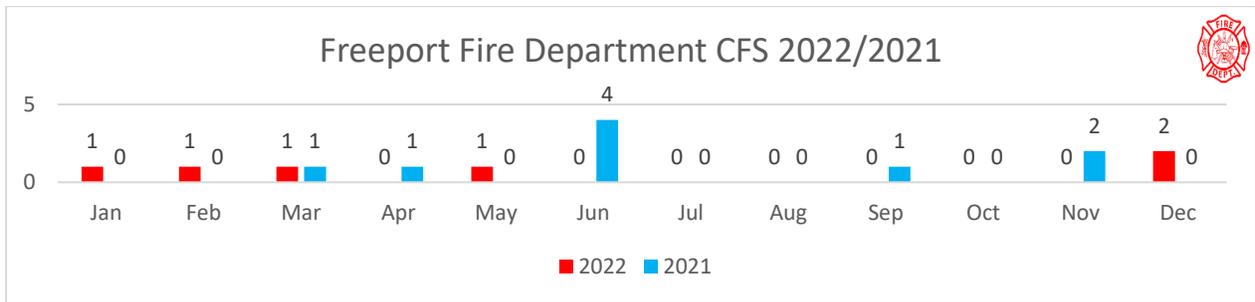
Berlin-Orange Fire – 357 Calls for Service – 8.30% of Fire CFS



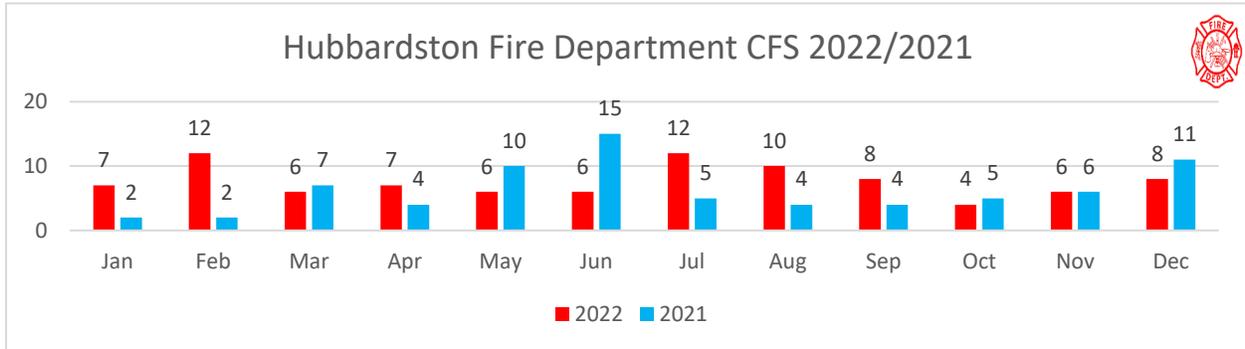
Clarksville Fire – 165 Calls for Service – 3.84% of Fire CFS



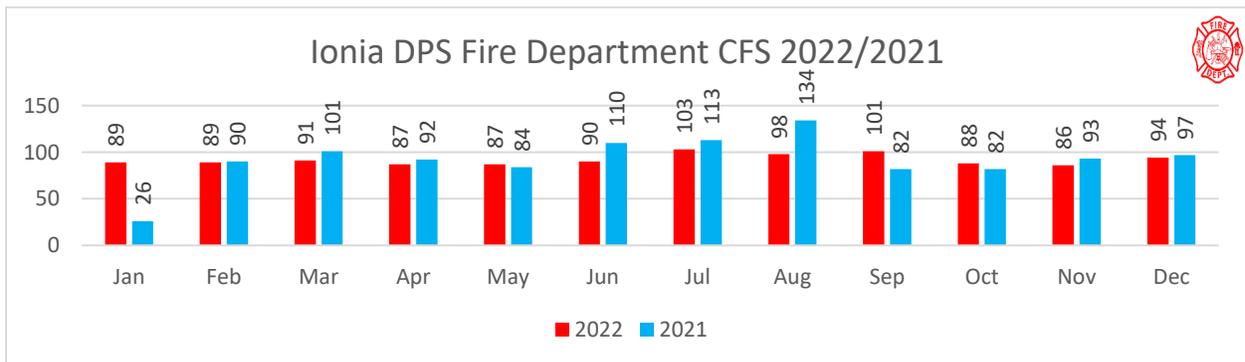
Freeport Fire – 6 Calls for Service – 0.14% of Fire CFS



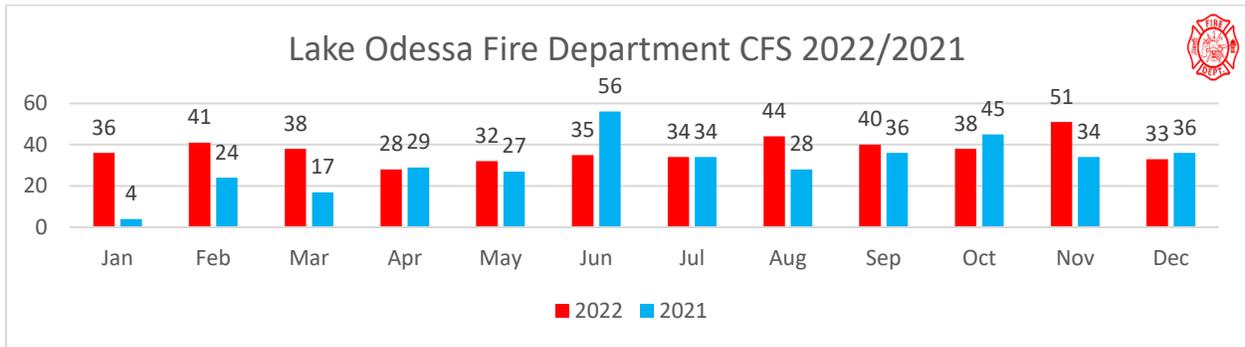
Hubbardston Fire – 92 Calls for Service – 2.14% of Fire CFS



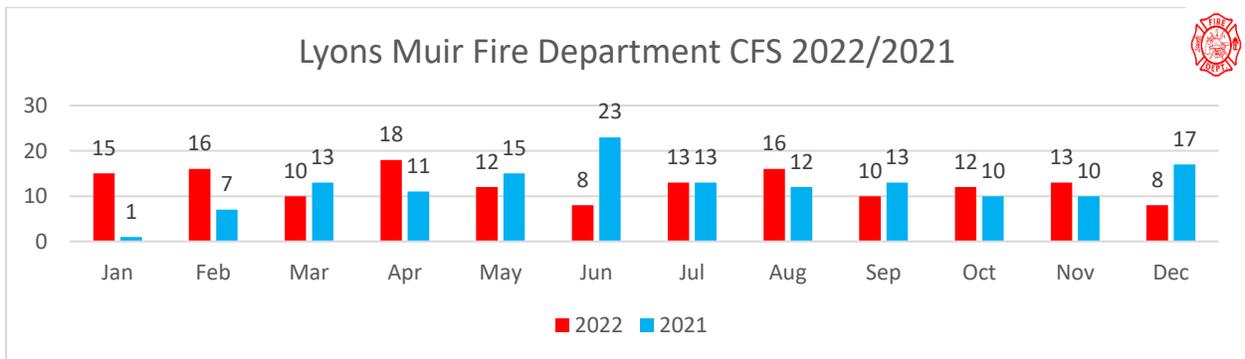
Ionia Department of Public Safety Fire – 1103 Calls for Service – 25.64% of Fire CFS



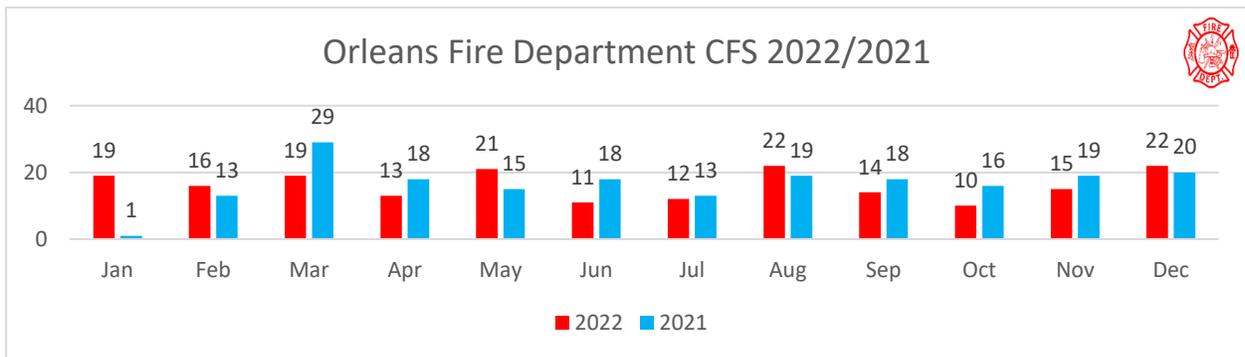
Lake Odessa Fire – 450 Calls for Service – 10.46% of Fire CFS



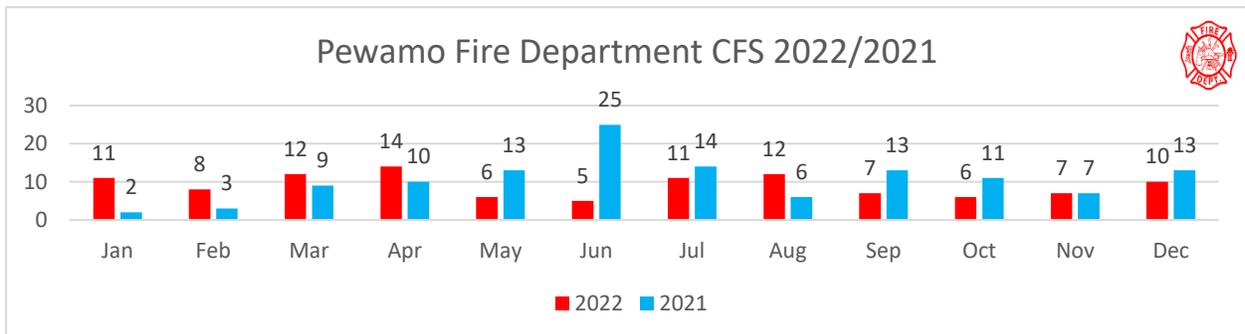
Lyons-Muir Fire – 151 Calls for Service – 3.51% of Fire CFS



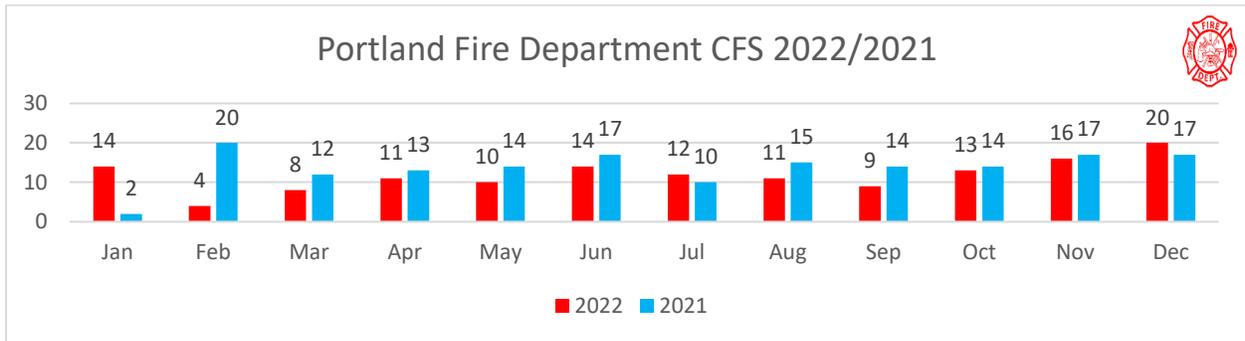
Orleans Fire – 194 Calls for Service – 4.51% of Fire CFS



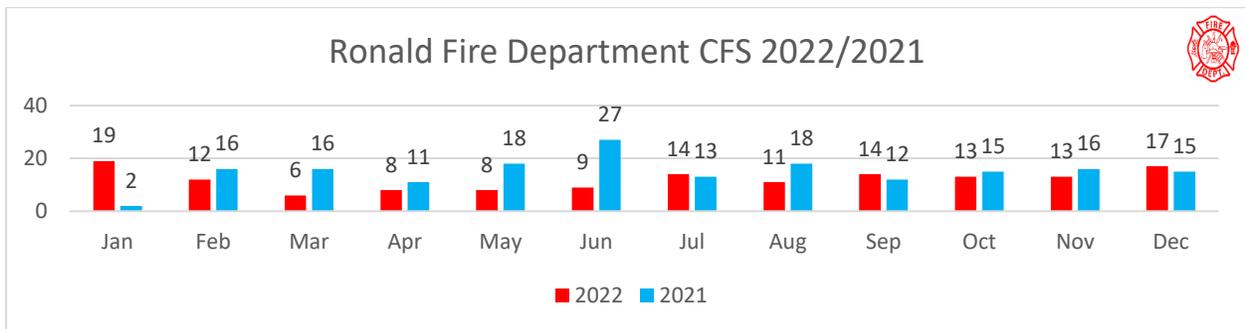
Pewamo Fire – 109 Calls for Service – 2.53% of Fire CFS



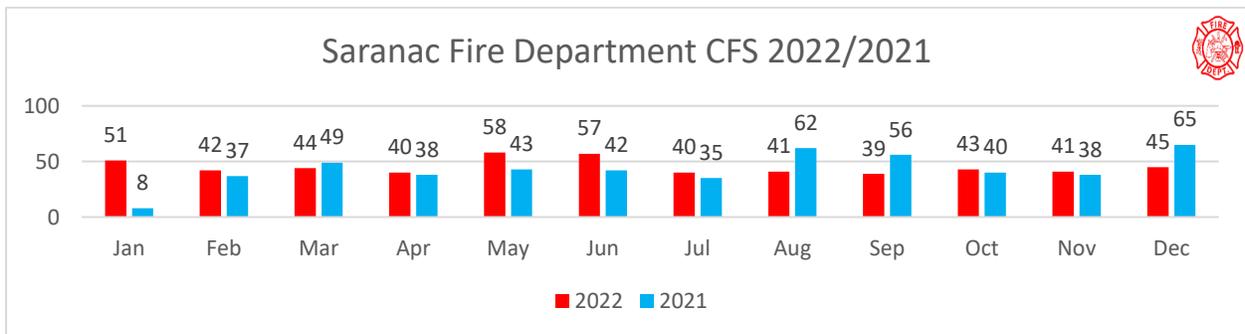
Portland Fire – 142 Calls for Service– 3.30% of Fire CFS



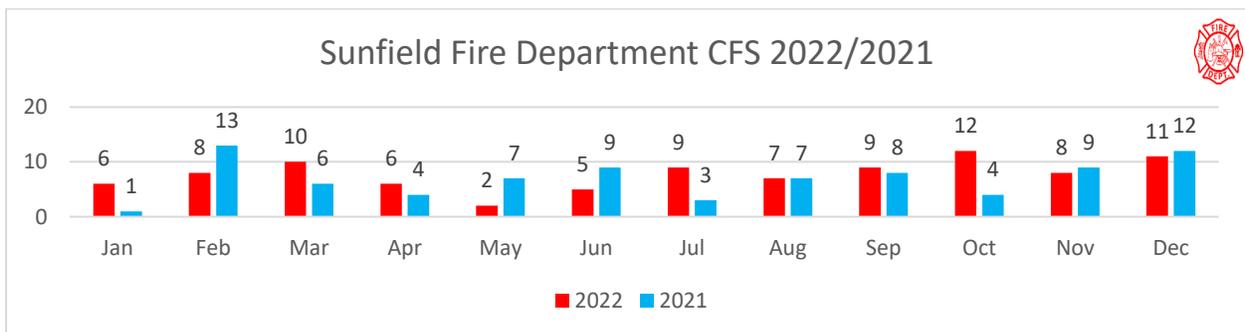
Ronald Fire – 144 Calls for Service – 3.55% of Fire CFS



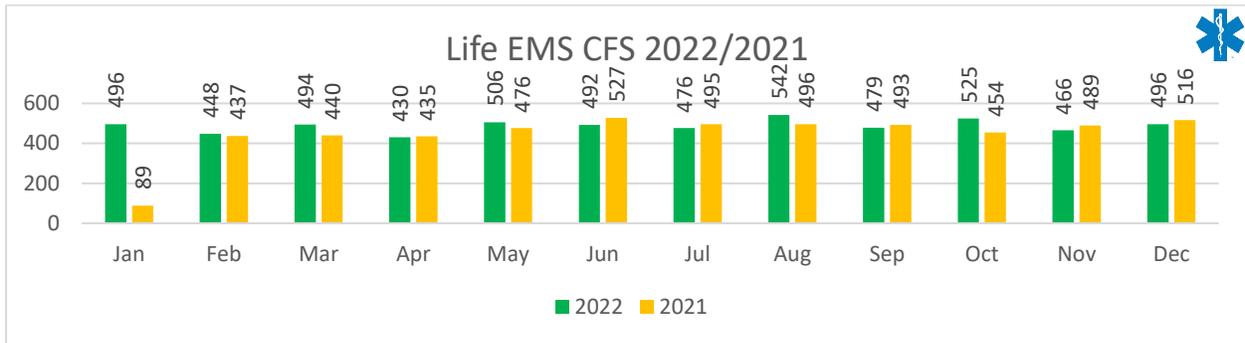
Saranac Fire – 541 Calls for Service – 12.58 % of Fire CFS



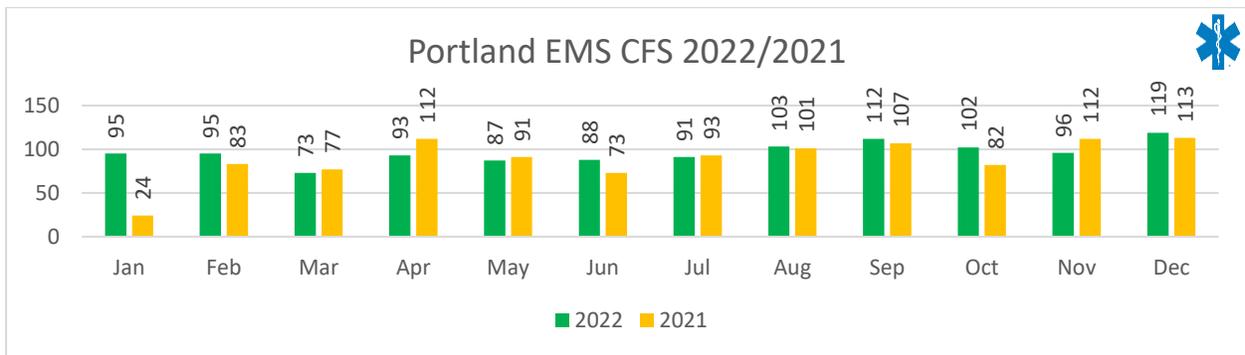
Sunfield Fire – 93 Calls for Service – 2.16% of Fire CFS



Life EMS – 5850 Calls for Service



Portland EMS – 1154 Calls for Service



Ionia County Animal Control – 153 Calls for Service – 0.58% of LAW CFS



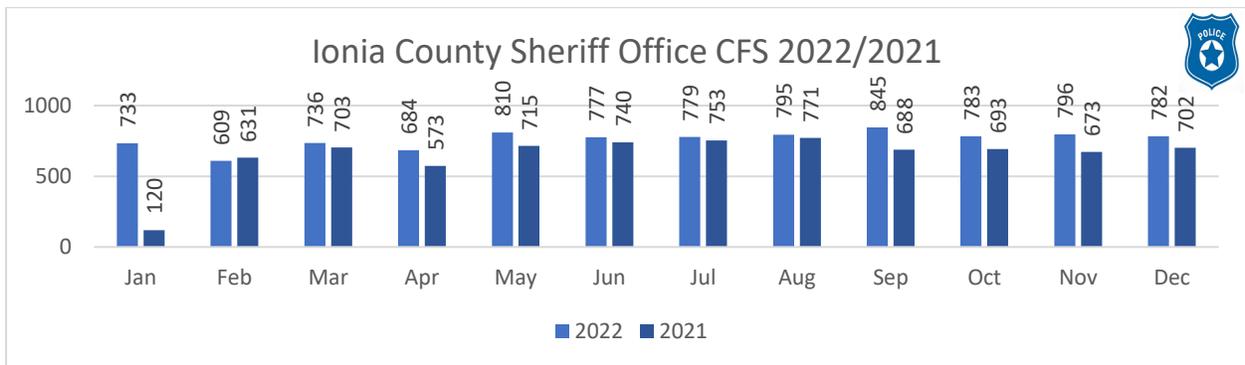
Belding Police – 3542 Calls for Service – 13.46% of LAW CFS



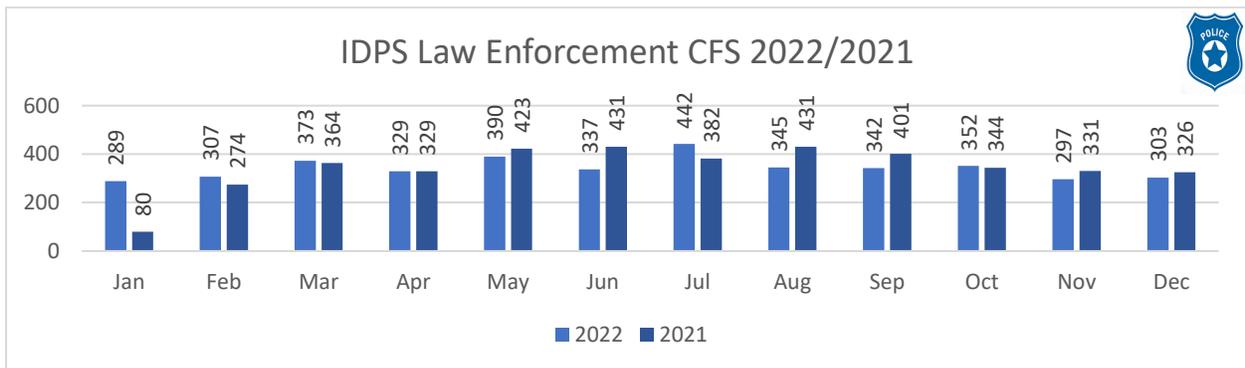
Department of Natural Resources Law Enforcement – 31 Calls for Service – 0.12% of LAW CFS



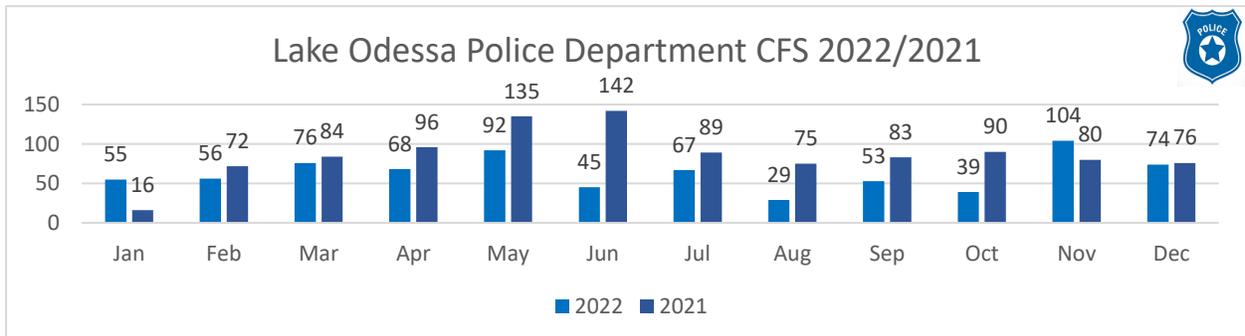
Ionia County Sheriff – 9129 Calls for Service – 34.68% of LAW CFS



Ionia Dept. of Public Safety-Law Enforcement – 4106 Calls for Service – 15.60% of LAW CFS



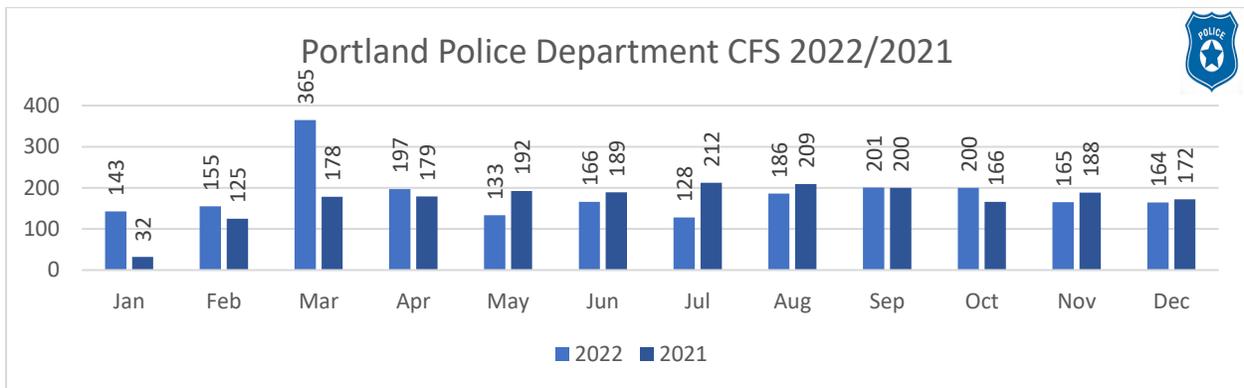
Lake Odessa Police – 758 Calls for Service – 2.88% of LAW CFS



Michigan State Police – 6402 Calls for Service – 24.32% of LAW CFS



Portland Police Department – 2203 Calls for Service – 8.37% of LAW CFS



Township	CFS Count	% of CFS
Berlin	1695	9.25%
Boston	2333	12.73%
Campbell	513	2.80%
Danby	726	3.96%
Easton	1140	6.22%
Ionia	2624	14.32%
Keene	381	2.08%
Lyons	1043	5.69%
North Plains	333	1.82%
Odessa	1572	8.58%
Orange	1573	8.58%
Orleans	1164	6.35%
Otisco	872	4.76%
Portland	1243	6.78%
Ronald	885	4.83%
Sebewa	232	1.27%

Calls for service by Township

Calls broken down by Township providing a count of Calls for Service and the percentage of the total calls received.

Looking forward to 2023



Work with the Ionia Fire Agencies to update to 800MHz Radios and pagers.

IC Fire is currently on an old VHF radio system that is failing to allow them to communicate effectively on scenes. A grant request will be re-submitted, and they are hopeful to receive funding for this project.



Recruit and train new staff members.

Ionia Central Dispatch like many of the Centers across the state are looking for good people searching for a career with great purpose and wanting to become part of a great team. Efforts to recruit and retain staff will be a priority in 2023.



Move all remaining telephone circuits to PFN.

AT&T's costs for administrative circuits has become cost prohibitive. PFN is the current vender for our 911 circuits, and we will be moving our other lines to them with a significant cost savings.



Continue Hartland's Education Program – 911 Field Day

Heartland's/Ionia Career Center students' education program returned winter 2021 and will continue into 2023. We hope to continue in the fall and bring back to Ionia County our Open House with area first responders.



Dispatch Center Remodel – Equipment updates

ARPA funded project to modernize and update the 911 Call Center, allowing for future growth, future NG911 systems and redundance in operations.



Dispatch Center Supervision

With the new supervisors' positions approved with the 2023 budget, I look forward to filling the positions and working to develop these staff members into their new roles within the center.

IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
JANUARY 24, 2023 - 7:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve per diem and mileage
 - C. Approve payments of General Fund Payroll and accounts payable for the month of December 2022- \$ 1,215,171.21
 - D. Approve payments of Health Department payroll and accounts payable for the month of December 2022-\$ 130,903.86
 - E. Approve payments of Road Department payroll and accounts payable for the month of December 2022-\$1,035,549.61
- VII. Unfinished Business**
 - A. Purchase of Skid track loader for county park- Jeff Montgomery/Patrick Jordan
- VIII. New Business**
 - A. Appointment Solid Waste Committee
 - Roger Rockburn-two-year term
 - Daniel Schoonmaker-two-year term
 - B. Request Ratification of agency signatures on 2024 application for MDOT funding-Carol Hanulcik
 - C. Appointment Area Agency on Aging of Western Michigan board of Directors
 - Edna Albert
 - D. Request Renewal of Contract #22-13: Furnish and Haul 23A Limestone Aggregate- John Niemela
- IX. Department Reports**

X. Reports of Officers, Boards, and Standing Committees

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

XI. Reports of Special or Ad Hoc Committees

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

XIII. 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-two-year term, serving as industrial waste generator representative

Appointments for consideration in the month of January 2023:

- Board of Public Works
- Community Corrections Advisory Board
- Park Advisory Board
- Tax Allocation Board

Appointments for consideration in the month of February 2023:

- NONE

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21269**

- Consumers Energy Company requests Michigan Public Service Commission for approval of a gas cost recovery plan and authorization of gas cost recovery factors for the 12 months ending March 31, 2024.
- 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.
- A pre-hearing will be held:

DATE/TIME: Tuesday, February 14, 2023 at 9:00 AM

BEFORE: Administrative Law Judge Sharon Feldman

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 27, 2022 Application requesting the Commission to: 1) authorize monthly Gas Cost Recovery (GCR) factors for the period April 2023 through March 2024 consisting of the sum of two parts: (a) a base factor of \$5.2773 per Mcf; plus, (b) additional amounts contingent upon future events, determined using the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism, as proposed, or such higher factors as may be lawful and reasonable; 2) review Consumers Energy's plans and projections through March 2028, find that the five-year plan is reasonable and determine that there are no cost items which the Commission would be unlikely to permit Consumers Energy to recover from its customers in the future; and 3) grant Consumers Energy such other and further relief as is lawful and appropriate, including approval of higher GCR factors than requested in Consumers Energy's initial filing if circumstances warrant.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by February 7, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21269**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 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 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

[CONSUMERS ENERGY COMPANY HAS REQUESTED THE GAS COST RECOVERY FACTORS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT OR AMEND THE FACTORS AND OTHER PROPOSALS.]