



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

7:00 P.M. Monday, October 16, 2023

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

Estimated Time		<u>Desired Outcome</u>
7:00 PM	I. <b><u>Call to Order</u></b>	
7:01 PM	II. <b><u>Pledge of Allegiance</u></b>	
7:02 PM	III. <b><u>Acceptance of Agenda</u></b>	Decision
7:04 PM	IV. <b><u>Public Comment</u></b> (5-minute time limit per speaker)	
7:05 PM	V. <b><u>City Manager Report</u></b>	
	VI. <b><u>Presentations</u></b> - None	
	VII. <b><u>Public Hearing(s)</u></b> - None	
	VIII. <b><u>Old Business</u></b> - None	
	IX. <b><u>New Business</u></b>	
7:20 PM	A. First Reading of Ordinance 175VV Amending Section 8-8 of Chapter "Zoning," of the Code of Ordinances of the City of Portland as it Relates to the Regulation of Fences and Walls	
7:23 PM	B. First Reading of Ordinance 175WW to Amend the City Zoning Map	
7:25 PM	C. Proposed Resolution 23-70 to Revise Council Policy 77-10 Concerning the Employee Safety Program	Decision
7:28 PM	D. Proposed Resolution 23-71 Approving HydroCorp's Proposal to Provide a Cross Connection Control Program for the City of Portland	Decision
7:30 PM	E. Proposed Resolution 23-72 Approving Payment to F&V Construction Work Performed for the Wastewater Treatment Plant Project	Decision
7:33 PM	F. Proposed Resolution 23-73 Approving a Michigan Employees' Retirement System (MERS) Service Credit Purchase by City Employee	Decision
7:35 PM	X. <b><u>Consent Agenda</u></b>	Decision
	A. Minutes and Synopsis of the Regular City Council Meeting held on October 2, 2023	
	B. Payment of Invoices in the Amount of \$156,016.35 and Payroll in the Amount of \$135,731.01 for a Total of \$291,747.36	
	C. Purchase Orders over \$5,000.00	
	1. Able Diving Co. in the Amount of \$6,190.00 for Repairs to the Gate Doors at the Dam	
	2. Michigan Wood Fibers in the Amount of \$11,985.00 for Brush Grinding and Chip Removal	

<u>Estimated Time</u>
7:40 PM
7:45 PM
7:50 PM
7:55 PM

**XI. Communications**

- A. Development Area Citizens Council - Resolution Recommending 2023 Restated Downtown Development Plan and Tax Increment Financing Plan for the City of Portland Downtown Development Authority
- B. Development Area Citizen Council Minutes for October 2, 2023
- C. Downtown Development Authority – Resolution Approving and Recommending 2023 Restated Downtown Development Plan and Tax Increment Financing Plan of the City of Portland Downtown Development Authority
- D. Planning Commission Minutes for June 14, 2023
- E. Wastewater Treatment Plant Report for September 2023
- F. Ionia County Central Dispatch Report for August 2023
- G. Ionia County Central Dispatch Report for September 2023
- H. Ionia County Board of Commissioners Agenda for October 10, 2023
- I. Ionia County Board of Commissioners Agenda for October 17, 2023

**XII. Other Business – None**

**XIII. City Manager Comments**

**XIV. Council Comments**

**XV. Adjournment**

<u>Desired Outcome</u>
Decision

**CITY OF PORTLAND**  
**Ionia County, Michigan**

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

**ORDINANCE NO. 175VV**

**AN ORDINANCE AMENDING SECTION 8-8 OF CHAPTER 42, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF PORTLAND AS IT RELATES TO THE REGULATION OF FENCES AND WALLS.**

**THE CITY OF PORTLAND ORDAINS:**

**Section 1. Zoning Text Amendment.** Section 8-8 of Article VIII, "General Provisions," Division 3, "Site Development Regulations," Chapter 42, "Zoning," of the Code of Ordinances, City of Portland, Michigan, is hereby amended to read in its entirety as follows:

**Sec. 8-8. – Fences and Walls.**

- (a) No solid fence, wall, or planting screen greater than 30 inches in height as measured from the natural grade, shall be located within the clear vision area, as required in section 8-21.
- (b) Fencing which is essentially open (e.g., wrought iron, chain link, split rail, or picket fence) may be up to 48 inches high in the front yard. Stockade fence and masonry walls shall be limited to 36 inches high in the front yard.
- (c) In non-residential districts, a wall, fence, or yard enclosure may be up to eight feet high in a side or rear yard.
- (d) In residential districts, fences may be up to six feet high in the side or rear yard.
- (e) All fences erected or caused to be erected by individual property owners shall be located on their property.
- (f) No fence, wall, or other barrier shall be placed within a street right-of-way.
- (g) No electrically charged fences are permitted. Barbed wire may be permitted by the planning commission in non-residential districts for security purposes where the nature of the use is such that added security or protection is warranted.
- (h) No fence or wall shall be erected which constitutes a fire hazard either of itself or in connection with the existing structures in the vicinity, nor which will interfere with access by the first responders.
- (i) All fences and walls shall be maintained in sound structural condition and anchored into the ground. Failure to maintain the fence or wall shall be considered a violation of this ordinance.

- (j) Fences constructed of wood or other material having one finished side shall be erected with that side facing the adjoining street or abutting property.
- (k) Fences and walls shall be constructed of traditional materials customarily used for wall and fence construction such as, but not limited to, pressure-treated wood, high quality vinyl, wrought iron, vinyl coated chain link, split rail, brick, or masonry. Scrap or "recycled" material shall not be used. Recycled garage doors, sheet metal, corrugated metal, wood pallets, siding, file cabinets, tires, plywood, and similar materials are expressly prohibited.
- (l) No fence shall be erected on any lot prior to issuance of a permit from the zoning administrator.

**Section 2. Publication and Effective Date.** The City Clerk shall cause this Ordinance to be published and recorded as provided in the City Charter and it shall take effect on the date of publication, but not less than ten (10) days after its adoption by the City Council.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**ORDINANCE DECLARED ADOPTED.**

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

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

Introduced:

Adopted:

Published:

Effective:

**CERTIFICATION**

I certify that this is a true and complete copy of the ordinance adopted at a regular meeting of the City Council of the City of Portland on \_\_\_\_\_, 2023.

Dated: \_\_\_\_\_, 2023

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

**CITY COUNCIL  
CITY OF PORTLAND  
Ionia County, Michigan**

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

**ORDINANCE NO. 175WW**

**AN ORDINANCE TO AMEND THE CITY ZONING MAP**

**THE CITY OF PORTLAND ORDAINS:**

**SECTION 1. AMENDMENT.** The Official Zoning Map of the City of Portland is amended as follows:

Rezone the property located at 155 Rowe Ave. (34-300-034-000-254-20) from C-3 (Highway Commercial District) to C-2 (General Business District).

**SECTION 2. PUBLICATION AND EFFECTIVE DATE.** This Ordinance must be published and recorded as provided in the City Charter and takes effect on the date of publication, but not less than ten (10) days after its adoption by the City Council.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**ORDINANCE DECLARED ADOPTED.**

Dated: November 20, 2023

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James E. Barnes, Mayor

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Monique I. Miller, City Clerk

Introduced: November 6, 2023

Adopted:

Published:

Effective:

## **CERTIFICATION**

I certify that the foregoing is a true and complete copy of Ordinance No 175WW, which was adopted by the Portland City Council at a regular meeting, held on November 20, 2023, which was conducted in accordance with the Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: November 20, 2023

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Monique I. Miller, City Clerk

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 23-70**

**A RESOLUTION TO REVISE COUNCIL POLICY 77-10 CONCERNING  
THE EMPLOYEE SAFETY PROGRAM**

**WHEREAS**, Council Policy 77-10 regarding the Employee Safety Program provides incentives to work safely and allows employees to accrue \$25.00 per year which was established in 2009, a copy of the policy is attached as Exhibit A; and

**WHEREAS**, the City Manager recommends increasing the above-referenced amount to \$50.00 for full-time employees and \$25.00 for part-time employees.

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

1. The City Council approves the recommendation to revise Council Policy 77-10 as provided above, 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:** October 16, 2023

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

# City of Portland, Michigan

<b>Subject:</b> Rules and Responsibilities for Safety Program	<b>Policy No:</b> <u>77-10</u>
	<b>Date Approved:</b> <u>November 14, 1977</u>
	<b>Effective Date:</b> _____
	<b>Dates Amended:</b> <u>07/03/95</u>
	<u>01/04/2010</u>
	<b>Cancellation Date:</b> _____
<b>Motion made by:</b> <u>Green</u>	<b>Supported by:</b> <u>Duff</u>

**Adopted: July 3, 1995**

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## SAFETY COMMITTEE INCENTIVE PROGRAM REVISED DECEMBER 2009

### PURPOSE:

To eliminate workplace incidents through management and employee involvement in:

- Creating and maintaining an active interest in workplace safety;
- Incident investigations to determine facts and causes of an incident and then recommending remedial solutions to management;
- A peer review of all employee incidents;
- Administering safety award programs;
- Conduct departmental safety inspections, discover unsafe conditions and practices and help determine their remedies;
- Maintain a cooperative spirit between management and employees;
- Establish procedures for handling safety recommendations and suggestions;
- Discuss and formulate safety policies and recommend their adoption to the City Manager;
- Provide for periodic formal safety training to all employees;
- Provide a safe environment for employees to express their safety concerns within their department without repercussion.

### GOALS:

- ZERO work-related injuries or illnesses
- ZERO damage to property and/or equipment from work activities
- ZERO releases of hazardous materials to the environment

## **MEMBERS:**

The Safety Committee shall consist of all department heads, one full-time hourly employee from each department and the City Manager, who shall act as the City's Safety Coordinator.

## **DUTIES AND RESPONSIBILITIES:**

- CHAIRPERSON – Notify members of meetings; create meeting agenda; preside over safety meetings; select and appoint committee members to safety related tasks as needed with the exception of forming incident investigation teams, which is the responsibility of the Safety Coordinator (City Manager); reports to the Safety Coordinator (City Manager).
- CO-CHAIRPERSON – To assume all chairperson's duties when absent; assist chairperson as deemed necessary by the chair.
- SECRETARY – Prepare minutes of meeting and distribute to committee members one week before the next safety meeting; record the minutes of the safety meetings; will keep records of all incidents and compile a list of all employees eligible for a safety award at the end of the year.
- MEMBERS – Attend and participate in all safety meetings; be a communication link between the safety committee and City employees; report any unsafe conditions and near misses found in the workplace to appropriate Department Head and encourage employees to do likewise; Report all incidents to the Safety Coordinator (City Manager); work on incident investigation teams as assigned; contribute ideas and suggestions for improvement of employee safety; be an example of working safely; conduct safety inspections as assigned.

## **DEFINITIONS:**

- INCIDENT – Any unplanned event that resulted in injury or ill health of people, or damage or loss to property, facilities, materials, or the environment. The term incident does not imply cause or blame. (Example: A window cleaner dropped a bucket from a height, which caused injury to a person underneath, would be classified as an incident.)
- MIOSHA REPORTABLE INCIDENT – An incident is reportable to MIOSHA if it results in any of the following: death, days away from work, restrict work or transfer to another job, medical treatment beyond first aid, loss of consciousness, or diagnosis of a significant injury/illness by a physician or other licensed healthcare professional.
- NEAR-MISS – Any event which under slightly different circumstances may have resulted in injury or ill health of people, or damage or loss to property, facilities, materials or the environment. (Example: A window cleaner dropping a bucket from a height, which just missed the person standing underneath, would be classified as a "near-miss" incident.)
- UNSAFE CONDITIONS – Any physical hazard related to equipment, materials, structures, or other physical elements of a worker's environment. These may include poor housekeeping, inadequate maintenance, missing machine, or equipment guarding, defective tools or equipment, or improper materials storage.
- SAFETY YEAR – The safety year will run from October 1 through September 30 of the following year.
- SAFETY AWARDS – Any recognition by the City of an employee or department's contribution to the City's safety program. Annual recognition awards shall be given to all full-time City employees who have had 100% compliance with the City's Safety Policies

over the past safety year. Departmental awards are given out annually to all Departments that have had zero safety awards lost.

- PREVENTABLE INCIDENTS – See Exhibit A

The safety committee will administer the safety program within the guidelines set by safety policies as outlined in the City's safety manual, Section 3 (General Safety Rules and Regulations).

Incident reports shall be submitted by the department supervisors for all incidents that occur in their department. The report is to be given to the Safety Coordinator (City Manager). The Department Supervisor shall keep a copy of the report. An incident investigation team of two employees will be assigned by the Safety Coordinator for all reported incidents. The investigating employees may or may not be safety committee members. The investigation team will interview the employee(s) involved, witnesses, and anyone else they believe is pertinent to the investigation. When the investigation is completed, they will then fill out the appropriate section of the Incident Report Form and forward it to the Safety Coordinator. Investigation reports are to be completed and submitted to the Safety Coordinator and Safety Chair within the time assigned. The Chair will distribute copies of the report to all departments no later than two working days before the next safety meeting in which the incident will be discussed. The safety committee will then review all incidents for the purpose of determining how to prevent similar incidents from occurring in the future and to determine if there was a violation of the City's Safety Policies or Safety Rules and Regulations. City employees present at the all-staff meetings will review all incidents and rule them preventable per the preventable definition (see Exhibit A). Any employee involved in an incident must be present, if possible, at the safety meeting when the incident will be reviewed. The Safety Committee Secretary will keep records of all incidents and will compile a list of all employees and departments annual for the annual safety award.

Individual employees will also receive increasing awards for not losing their safety award for each 5 consecutive year period (i.e.: 5, 10, 15, 20, etc. years). Any employee who has lost their safety award will start over at year one beginning on the next safety year. Retired employees will only receive an award if they have worked during the respective safety year.

A safety banquet will be held annually with the location and time to be set by the Safety Coordinator and the Safety Committee Chairperson subject to budgeting constraints. Full Time employees will accrue \$50.00 a year and Part Time employees will accrue \$25.00 a year for working safely and not losing their safety award; active employees at the end of three years will receive their awards.

A new SAFETY COMMITTEE, employee representatives, will be elected at the October all-staff safety meeting. The new committee will immediately assume their responsibilities. The Ambulance and Police Department representative will be the person on duty the day of the meeting, unless a member of that department holds the position of chairman, co-chairman, or secretary. If a member of the Ambulance or Police Department holds one of these positions, then they will be required to attend all meetings, which will be set on their regular working days whenever possible.

Safety Committee terms run concurrent with the safety year. Department employee representatives will rotate on a yearly basis. Attendance at all safety meetings is mandatory for all Department Heads and employee representatives. All will be on time unless they are absent from work on the

day of the meeting, or the Ambulance or Police Department representative is on a call out. The Secretary will take roll call at all safety meetings.

## EXHIBIT A PREVENTABLE LEVELS

It is the opinion of the Safety Committee that all incidents are always preventable, with the exception of Acts of God (i.e.: tornados, electrical storms, etc.). Therefore, incidents will be broken down into the following preventable categories:

- PREVENTABLE LEVEL 1 – Preventable on the part of the employee – Loss of safety award. (Example: Employee was injured due to failure to comply with adopted City procedures and this action resulted in employee injury or property damage).
- PREVENTABLE LEVEL 1A – Preventable on the part of the employee – No loss of safety award. (Example: Employee was working within the limits of the City policies and an incident occurred which did/did not result in injury or resulted in minor property damage/dollar loss.)
- PREVENTABLE LEVEL 2 – Preventable on the part of the City but not the employee – No loss of safety award. (Example: Employee was working within the limits of the City policies, but an incident occurred as a result of equipment failure.)
- PREVENTABLE LEVEL 3 – Preventable by neither the City nor the employee – No loss of safety award. (Example: A City employee is stopped at a stop sign and is rear-ended by a private citizen, who was at fault.)

Roll Call Vote:

Ayes – VanSlambrouck, Calley, Clement, Fabiano, Barnes

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 23-71**

**A RESOLUTION APPROVING HYDROCORP'S PROPOSAL TO  
PROVIDE A CROSS CONNECTION CONTROL PROGRAM FOR THE  
CITY OF PORTLAND**

**WHEREAS**, HydroCorp, was retained by the City to implement a municipal cross connection control program; and

**WHEREAS**, HydroCorp, has administered the City's cross connection control program for several years; and

**WHEREAS**, HydroCorp has submitted a new two-year proposal, a copy of which is attached as Exhibit A, to continue to provide a cross connection control program for the City of Portland at a two-year cost of \$15,168.00 with a one-year renewal option; and

**WHEREAS**, the City Manager has reviewed the proposed work plan and budget and recommends that the City Council approve the HydroCorp's proposal to continue to provide a cross connection control program for the City.

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

1. The Portland City Council approves HydroCorp's proposal, a copy of which is attached as Exhibit A, to provide cross connection control program services for the City of Portland for two years at a cost of \$15,168.00 with a one-year renewal option.
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:** October 1

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**Monique I. Miller, City Clerk**

# PROPOSAL

DEVELOPED FOR  
Ken Gensterblum  
City of Portland

451 Morse Street  
Portland, MI 48875

September 7, 2023

## KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

**HYDRACORP™**  
THE SAFE WATER AUTHORITY.

CROSS-CONNECTION  
CONTROL / BACKFLOW  
PREVENTION

WATER SYSTEM  
SURVEYS / AUDITS

PIPE SYSTEM MAPPING  
AND LABELING

WATER SAMPLING  
AND ANALYSIS / RISK  
ASSESSMENTS

PROGRAM  
AND PROJECT  
MANAGEMENT

COMPLIANCE  
ASSISTANCE /  
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

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SCOPE OF WORK .....3

PROFESSIONAL SERVICE AGREEMENT ..... 4-10

QUALIFICATIONS .....11

# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Portland, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START-UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information, and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high-hazard facilities, special circumstances.)
- Review/establish procedures for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, and institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (the facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five-year re-inspection cycle, as agreed to by the parties).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation, and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users
  - Multifamily
- Complex Facilities.** Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of 112 over a period of two years. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 180 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on October 1, 2023, and end two- (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, \$632.00 per month, \$7,584.00 annually, for a two-year contract total of \$15,168.00. Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

#### ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



**5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

**5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

**5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

**5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

**5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

**5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

**5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any



arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

**5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**5.14 NOTICES.** All notices, requests, demands, payments, and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by a nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp  
c/o Mark Martin  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(248) 250-5005

If to Utility:

City of Portland  
c/o Ken Gensterblum  
451 Morse Street  
Portland, MI 48875  
(517) 647-2948

**5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

## SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

### City of Portland

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By: Ken Gensterblum  
Title: Supervisor

### HydroCorp



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By: Paul M. Patterson  
Its: Senior Vice President



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# Appendix

## Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, and water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia and Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 23-72**

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

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

**WHEREAS**, F&V Construction has performed work in accordance with the design-build agreement and has submitted a request for payment in the amount of \$854,635.49, 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 \$854,635.49, 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:** October 16, 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.:	2188
DESIGN-BUILDER:	F&V Construction 2960 Lucerne Drive SE Grand Rapids, MI 49546			Application No.:	20
				Application Date:	September 28, 2023
				Period to:	September 30, 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	\$ -
Change Order No. 2	\$ 14,723.00	\$ -
TOTALS	\$ 43,372.69	\$ -
Approved this Month		
TOTALS	\$ -	\$ -
Net Change by Change Orders	\$ 43,372.69	\$ -

1. ORIGINAL CONTRACT SUM . . . . .	\$	12,750,000.00
2. NET CHANGE BY CHANGE ORDERS . . . . .	\$	43,372.69
3. ADJUSTED CONTRACT SUM TO DATE . . . . .	\$	12,793,372.69
(Line 1 + Line 2)		
4. TOTAL COMPLETED & STORED TO DATE . . . . .	\$	8,734,729.04
5. RETAINAGE . . . . .	\$	650,771.02
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5). . . . .	\$	8,083,958.02
7. LESS PREVIOUS PAYMENTS . . . . .	\$	7,229,322.53
8. CURRENT PAYMENT DUE . . . . .	\$	854,635.49
9. BALANCE TO FINISH, PLUS RETAINAGE . . . . .	\$	4,709,414.67
(Line 3 - Line 4 + Line 5)		

AMOUNT CERTIFIED

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

\$ 854,635.49

DESIGN-BUILDER:

By:   
 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.

Date: 9/28/2023

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.

APPROVALS:

By: \_\_\_\_\_  
CITY OF PORTLAND

Date: \_\_\_\_\_

## Payment Application No. 20

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	\$ (12,500.00)	\$ 1,544,540.00	\$ 1,198,582.40	\$ 44,800.00	\$ 1,243,382.40	\$ 301,157.60	81%
C2	Concrete	\$ 684,595.00	\$ 3,534.00	\$ 688,129.00	\$ 334,045.00	\$ 20,955.00	\$ 355,000.00	\$ 333,129.00	52%
C3	General Trades	\$ 656,125.00	\$ 49,589.00	\$ 705,714.00	\$ 450,000.00	\$ -	\$ 450,000.00	\$ 255,714.00	64%
C4	Painting	\$ 210,568.00	\$ -	\$ 210,568.00	\$ 35,000.00	\$ 58,000.00	\$ 93,000.00	\$ 117,568.00	44%
C5	Mechanical	\$ 4,527,209.20	\$ 30,534.19	\$ 4,557,743.39	\$ 2,903,119.75	\$ 288,614.89	\$ 3,191,734.64	\$ 1,366,008.75	70%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ 17,358.00	\$ 1,090,095.00	\$ 445,000.00	\$ 274,382.00	\$ 719,382.00	\$ 370,713.00	66%
C7	Biosolids Storage Tank	\$ 488,780.00	\$ -	\$ 488,780.00	\$ 454,565.40	\$ 34,214.60	\$ 488,780.00	\$ -	100%
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	\$ -	\$ 225,000.00	\$ -	100%
C12	Concrete Demo (Included in C1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C13	Owner's System Integrator WWTP	\$ 49,900.00	\$ -	\$ 49,900.00	\$ -	\$ -	\$ -	\$ 49,900.00	0%
	Owner's System Integrator Lift Stations	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	0%
	General Conditions	\$ 313,700.00	\$ -	\$ 313,700.00	\$ 184,000.00	\$ 21,000.00	\$ 205,000.00	\$ 108,700.00	65%
	Design-Builder's Fee	\$ 831,800.00	\$ 3,397.00	\$ 835,197.00	\$ 531,781.00	\$ 57,669.00	\$ 589,450.00	\$ 245,747.00	71%
	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	\$ 379,000.00	\$ 55,000.00	\$ 434,000.00	\$ 355,800.00	55%
	Design-Builder's Contingency	\$ 602,745.80	\$ (52,039.50)	\$ 550,706.30	\$ -	\$ -	\$ -	\$ 550,706.30	0%
	<b>Contract Total</b>	<b>\$ 12,750,000.00</b>	<b>\$ 43,372.69</b>	<b>\$ 12,793,372.69</b>	<b>\$ 7,880,093.55</b>	<b>\$ 854,635.49</b>	<b>\$ 8,734,729.04</b>	<b>\$ 4,058,643.65</b>	<b>68%</b>

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 23-73**

**A RESOLUTION APPROVING A MICHIGAN EMPLOYEES’  
RETIREMENT SYSTEM (MERS) SERVICE CREDIT PURCHASE BY  
CITY EMPLOYEES**

**WHEREAS**, the City of Portland utilizes the Michigan Employees’ Retirement System (MERS) to provide defined benefit (DB) and hybrid retirement programs to its employees. City employees, Star Thomas and Melinda Tolan have requested permission to purchase service credits in accordance to the MERS estimates, copies of which are attached as Exhibit A.

**WHEREAS**, the MERS assumptions are that the employees will retire at the earliest eligible date at an investment return rate of 6.00%. For all other retirement calculations, provisions are made to assume not all employees will retire at their earliest eligible date, an investment return rate of 7.35% is assumed. Therefore, the assumptions used in calculating the service credit are favorable to the City of Portland.

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

1. The Portland City Council approves the MERS service credit purchase requests from city employees, Star Thomas and Melinda Tolan, in accordance with the MERS estimates, a copy of which are attached as Exhibit A, and authorizes and directs the City Manager 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:** October 16, 2023

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**Monique I. Miller, City Clerk**



### Application for Additional Service Credit Purchase

#### Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

**This estimate is only valid for two months after September 1, 2023, the effective date of this calculation.**

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

#### Participant Information

**Melinda S. Tolan**

Date of Birth: 10/10/1981  
 Age: 41 years, 10 months  
 Spouse's Date of Birth: 7/3/1979  
 FAC as of calculation date: \$96,630.01

#### Employer Information

**Portland, City of**  
 3401 / 01

#### Benefit Program

2.50% Multiplier (Capped at 80% of FAC)  
 Benefit F50 (With 25 Years of Service)  
 Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years  
 Benefit FAC-5 (5 Year Final Average Compensation)  
 10 Year Vesting  
 Normal Retirement Age (DB) - 60

#### Service Credit

Earned service credit as of calculation date: 18 years, 8 months  
 Vesting Only Service:  
 Other Governmental Service used for Eligibility (MERS or Act 88):  
 Type of Credited Service to be Purchased: Generic  
 Amount of additional service requested: 5 years, 0 months

#### Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	11/1/2031	50 years 0 months	\$123,012.53		26 years 10 months		2.5%		\$82,520.76
After Proposed Purchase	11/1/2031	50 years 0 months	\$123,012.53		31 years 10 months		2.5%		\$97,897.32

**Estimated Cost of This Service Credit Purchase: \$134,265.00**

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.



## Section 2: Calculation Assumptions

### 1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

### 2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

### 3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

### 4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

### 5. Investment Assumption

The current investment return assumption for service credit purchase is 6.00%.

### 6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

## Section 3: Certification and Authorization

### PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

### GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on \_\_\_\_\_, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

## Application for Additional Service Credit Purchase

### Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

**This estimate is only valid for two months after September 1, 2023, the effective date of this calculation.**

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

#### Participant Information

##### Star L. Thomas

Date of Birth: 2/21/1977  
 Age: 46 years, 6 months  
 Spouse's Date of Birth: 8/14/1969  
 FAC as of calculation date: \$86,995.56

#### Employer Information

##### Portland, City of

3401 / 01

#### Benefit Program

2.50% Multiplier (Capped at 80% of FAC)  
 Benefit F50 (With 25 Years of Service)  
 Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years  
 Benefit FAC-5 (5 Year Final Average Compensation)  
 10 Year Vesting  
 Normal Retirement Age (DB) - 60

#### Service Credit

Earned service credit as of calculation date: 18 years, 1 month  
 Vesting Only Service:  
 Other Governmental Service used for Eligibility (MERS or Act 88): 2 years, 7 months  
 Type of Credited Service to be Purchased: Generic  
 Amount of additional service requested: 4 years, 4 months

#### Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	1/1/2028	50 years 10 months	\$98,883.78		22 years 5 months		2.5%		\$55,416.24
After Proposed Purchase	3/1/2027	50 years 0 months	\$96,477.80		25 years 11 months		2.5%		\$62,509.68

**Estimated Cost of This Service Credit Purchase: \$118,240.00**

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

## Section 2: Calculation Assumptions

### 1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

### 2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

### 3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

### 4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

### 5. Investment Assumption

The current investment return assumption for service credit purchase is 6.00%.

### 6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

## Section 3: Certification and Authorization

### **PARTICIPANT CERTIFICATION**

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

### **GOVERNING BODY RESOLUTION**

By Resolution of its Governing Body, at its meeting on \_\_\_\_\_, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	



# City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, October 2, 2023

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Johnston, and Sheehan; City Manager Gorman; City Clerk Miller; Electric Superintendent Davlin; DDA Director ConnerWellman; Police Officer Smith

Absent: Council Member Fitzsimmons

Guests: Kathy Parsons; Kyle Kopczyk of Power System Engineering (PSE), Inc.; Jesse Danielewicz of Vision Metering

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

Motion by VanSlambrouck, supported by Sheehan, to approve the proposed Revised Agenda.

Yeas: VanSlambrouck, Sheehan, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

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

Yeas: Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman provided information on the cellular outage that occurred Thursday, September 21, 2023, and into the weekend. A main AT&T line that provided service to the local cell tower was hit by contractors of Homeworks Connect for the fiber project. Homeworks Connect was very responsive to the issue and are communicating their apologies to area residents. City Manager Gorman noted this has been an eye-opening event in understanding the need for redundancy of services.

Mayor Barnes noted it is a compliment to the City and staff regarding their ability to address and communicate relevant information to the community. All area residents look to the City of Portland for information even though they may live in one of the surrounding townships.

City Manager Gorman noted the City expects to receive the \$3 million in funding from the State of Michigan for the Wastewater Treatment Plant Improvement Project sometime in the month of October.

Anlaan Corporation plans to make repairs to the Boardwalk October 16<sup>th</sup> – 23<sup>rd</sup>. This project is taking place this Fall so that necessary repairs will be finished before the Kent Street Improvement Project begins Spring 2024.

The Planning Commission will hold two Public Hearings at its meeting on Wednesday, October 11, 2023. One of the Public Hearings is to consider a rezoning request for TruFamily Dental located at 155 Rowe Ave. The second Public Hearing is to consider a proposed text amendment to the Zoning Ordinance regarding fences.

Under Presentations, Electric Superintendent Todd Davlin, Kyle Kopczyk of PSE Engineering, and Jesse Danielewicz of Vision Metering, presented information on the upcoming Automatic Metering Infrastructure (AMI) Project.

There was discussion.

Electric Superintendent Davlin presented an update on maintenance work taking place at the Hydro Electric Dam. Last week divers performed work on some of the under-water components. More work is scheduled in the future.

Under Presentations, DDA Director ConnerWellman presented a report on Downtown activities.

Under New Business, the Council considered Resolution 23-67 to approve the purchase of an air compressor, in the amount of \$13,387.50, that is needed to replace the air compressors required to start the natural gas/diesel generators.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 23-67 approving the purchase of an air compressor for the Electric Department.

Yeas: VanSlambrouck, Sheehan, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 23-68 to opt out of the Low-Income Energy Assistance Fund created by Public Act 95 of 2013 that requires all electric utilities to charge up to \$.99 per month on customer bills to provide heating assistance to needy individuals. The City of Portland has previously adopted electric shut-off rules that protect low-income and senior citizens from electric shutoffs from November 1 to April 15.

Motion by Johnston, supported by Sheehan, to approve Resolution 23-68 to opt out of the Low-Income Energy Assistance Fund created by Public Act 95 of 2013.

Yeas: Johnston, Sheehan, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 23-69 to authorize the Mayor and Clerk to sign a License Agreement to permit holding a Haunted House at the Red Mill to raise funds for the Red Mill Pavilion Project.

Motion by Sheehan, supported by Johnston, to approve Resolution 23-69 approving, authorizing, and directing the Mayor and Clerk to sign a License Agreement to permit holding a Haunted House at the Red Mill.

City Council Minutes – October 2, 2023

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

Motion by VanSlambrouck, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on September 18, 2023, payment of invoices in the amount of \$160,285.46 and payroll in the amount of \$147,262.33 for a total of \$307,547.79. Purchase orders to CBIZ in the amount of \$5,300.00 for an actuarial valuation, Kurt Hinds Building & Renovation in the amount of \$7,109.22 for maintenance at the well houses, and Off and Running Painting in the amount of \$11,400.00 for painting at City Hall were also included.

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

Under City Manager Comments, City Manager Gorman read a memo from Ambulance Director Sowles outlining the successful life saving measures that were directly attributed to assistance from the Portland Police Department.

City Manager Gorman noted Portland is still under a local State of Emergency from the severe thunderstorms that occurred on August 24, 2023. Brush cleanup is still underway.

Halloween is Tuesday, October 31, 2023. Trick-or-treating will take place from 6:00 – 8:00 P.M. The sirens will be sounded to begin and end trick-or-treating.

The lighting in City Hall was converted to LED last week. It has made a significant difference in the lighting quality. New painting will take place soon.

Under Council Member Comments, Mayor Barnes extended his appreciation to both the Ambulance and Police Departments for their hard work and efforts.

Mayor Barnes shared the concert schedule for the Portland Community Orchestra.

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

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

Meeting adjourned at 8:11 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the October 2, 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 Johnston, and Sheehan; City Manager Gorman; City Clerk Miller; Electric Superintendent Davlin; DDA Director ConnerWellman; Police Officer Smith

**Absent** – Council Member Fitzsimmons

**Presentation** - Electric Superintendent Todd Davlin, Kyle Kopczyk of PSE Engineering, and Jesse Danielewicz of Vision Metering, presented information on the upcoming Automatic Metering Infrastructure (AMI) Project.

**Presentation** - Presentations, DDA Director ConnerWellman presented a report on Downtown activities.

**Approval of Resolution 23-67** approving the purchase of an air compressor for the Electric Department.  
All in favor. Adopted.

**Approval of Resolution 23-68** to opt out of the Low-Income Energy Assistance Fund created by Public Act 95 of 2013.

All in favor. Adopted.

**Approval of Resolution 23-69** approving, authorizing, and directing the Mayor and Clerk to sign a License Agreement to permit holding a Haunted House at the Red Mill.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 8:11 P.M.**

All in favor. Adopted.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KARA DOUGHERTY	02767	ASSESSING SERVICES 1ST HALF OF OCT 2023- ASSESS	1,630.83
PURITY CYLINDER GASES, INC.	00380	OXYGEN, GAS, HAZ MAT FEE - AMB	354.34
HUTSON, INC.	02677	BAR OIL CHAIN SAW - PARKS	24.99
HUTSON, INC.	02677	JD MOWER TRADE IN PROGRAM - PARKS, CEM	3,200.00
MUNICIPAL SUPPLY CO.	00324	1 1/2 SCH 80 PRESS FITTING - WW	110.50
PLUMMERS ENVIRONMENTAL SERVICES INC	02687	SEWER TELEVISED KENT ST SINKHOLE - WW, WATER	787.80
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	994.75
ANTHONY SMITH	02449	CLOTHING ALLOW - WW	270.29
CULLIGAN	02130	COOLER RENTAL - WW	15.00
MENARDS	00260	MISC PLUMBING SUPPLIES - WW	31.59
QUALITY CAR & TRUCK REPAIR	02839	AMB 43 REPAIRS - AMB	258.47
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	274.37
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	778.95
SMART BUSINESS SOURCE	02625	COPY PAPER - VAR DEPTS	461.00
MUZZALL GRAPHICS	00326	DEL UB NOTICES - VAR DEPTS	639.25
QUALITY CAR & TRUCK REPAIR	02839	REPAIRS/PM MAINTENANCE - AMB	3,813.35
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	593.50
QUALITY CAR & TRUCK REPAIR	02839	REPAIRS/PM SERVICES - AMB	4,365.12
TRUCK & TRAILER	00461	12 V MOTOR & SALENOID #945 - MTR POOL	160.96
HAMMERSMITH EQUIPMENT COMPANY	00183	DIAMOND BLADES - MAJ, LOC STS	498.00
BEST EQUIPMENT CO. INC.	02823	CYLINDER - MTR POOL	271.16
BEST EQUIPMENT CO. INC.	02823	FITTINGS - MTR POOL	37.43
MUNICIPAL SUPPLY CO.	00324	MARKING PAINT - MAJ STS	10.00
OLD DOMINION BRUSH	00341	WEAR PARTS FOR LEAF MACH 912 - MTR POOL	1,931.26
CULLIGAN	02130	WATER 2X - PARKS, CEM	16.00
GRANGER	00175	REFUSE - ELECTRIC	93.00
JOE BROWN	MISC	CHAINSAW SHARPENING - PARKS, CEM	55.00
PURITY CYLINDER GASES, INC.	00380	QRTLY CYLINDER RENT - MTR POOL	267.03
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	711.24
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR AND PARTS - CITY HALL	779.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	260.31

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
POWER LINE SUPPLY COMPANY	00389	WARM WEATHER GEAR - ELECTRIC	235.00
POWER LINE SUPPLY COMPANY	00389	WARM WEATHER GEAR - ELECTRIC	145.00
ALT PRINTING CO.	02712	MENS SB CHAMP SHIRTS - REC	134.00
MENARDS	00260	HARDWARE - ELECTRIC	151.75
PREMIER SAFETY	02465	GAS SAFETY MTR CALIBRATION - ELECTRIC	256.89
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	250.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	1,500.00
POWER LINE SUPPLY COMPANY	00389	SAFETY WINTER COAT T KRIZOV - ELECTRIC	235.00
POWER LINE SUPPLY COMPANY	00389	CLEANER WIPES - ELECTRIC	290.00
TRUGREEN	02830	LAWN SERVICE - ELECTRIC	45.00
MIRECS	01928	SUBSCRIPTION FEE - ELECTRIC	20.37
REBECCA SAN MIGUEL- GURSKI	MISC	DEPOSIT REFUND FOR 212 KENT #10 - ELECTRIC	100.00
ROCHESTER CREATIONS	02359	UNIFORM ITEMS - AMB	915.00
STAPLES BUSINESS CREDIT	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	242.71
RICK E. RISK	01315	SERVICE FEES - INCOME TAX	59.41
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	117.02
RIVERSIDE INTEGRATED SYSTEMS	01441	SECURITY MONITORING FEE - ELECTRIC	540.00
MPOWER TECHNOLOGIES, INC.	02825	GIS PROF SVCS - ELECTRIC APPV CONS AGEN 9-5-23	3,300.00
RESCO	00392	WARNING LABELS FOR TRANSFORMERS - ELECTRIC	1,741.70
PADNOS LEITELT, INC	02840	BRAKE MAINTENANCE #2 - ELECTRIC	1,713.00
USA BLUEBOOK	01850	HACH DPD, CHLORINE, COLORIMETER - WATER	799.22
SELBY LAWN CARE	02736	LAWN SVCS - ELECTRIC	560.00
ABLE DIVING CO	02827	GATE DOOR REPAIR @ DAM - ELECTRIC	6,190.00
MI MUNICIPAL TREASURERS ASSN	00290	MEMBERSHIP RENEWAL - GEN	99.00
SPECTRUM PRINTERS, INC.	02648	COUNCIL ELECTION SUPPLIES - ELECTION	159.08
CHERRY HILL ESTATES	02081	4TH QTR ASSOC ASSESS OCT-DEC 2023- ECON DEV	90.09
SPARROW IONIA OCCUP HEALTH SERVICE	02275	PHYSICAL DOT G SCHNEIDER, A HUMPHREYS - MTR POC	200.00
ETNA SUPPLY COMPANY	00146	PVC PLUMBING - WW	17.30
FAMILY FARM & HOME	01972	HITCH MOUNT & SUPPLIES - PARKS, CEM	81.60
PURITY CYLINDER GASES, INC.	00380	OXYGEN, GAS, HAZ MAT FEE - AMB	156.02
FORTE PAYMENTS, INC.	02522	CC PAYMENTS - REC	37.68

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CULLIGAN	02130	WATER 4X CITY HALL - GEN	30.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	836.00
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
ANNIE PLINE	MISC	SEW PATCHES ON SHIRTS - POLICE	40.00
THE COMPANIES	MISC	OVERPAYMENT REFUND - AMB	122.89
MICHIGAN ASSN OF CHIEFS OF POLICE	00266	MEMBERSHIP DUES - POLICE	115.00
VC3 INC.	02745	COMUTERS - ELECTRIC	2,973.00
HYDRO PARTNERS	02821	DAM GATE DOOR REPAIR - ELECTRIC	5,232.50
HYDRO PARTNERS	02821	OPERATIONS AUDIT EQUIP ASSESSMENT - ELECT APP F	3,250.00
PREMIER SAFETY	02465	HAND HELD GAS METER CALIBRATION - WW	251.58
USA BLUEBOOK	01850	GLOVES - WW	395.62
USA BLUEBOOK	01850	GLOVES - WW	27.56
WEST SHORE SERVICES	00478	REPAIRS TO TORNADO SIREN CITY HALL LOT - COM PF	1,991.50
FAMILY FARM & HOME	01972	TRASH CAN - AMB	26.99
STRYKER	02688	REPLACEMENT CHARGER CORD- AMB	408.83
RYAN HONSOWITZ	00191	MERS PARKING/MILEAGE - CEM	230.65
PAMA	01370	40% CONT TO PAMA - COM PROMO	4,886.00
GRANGER	00175	REFUSE-REFUSE	16,224.83
SPARROW OCCUPATIONAL HEALTH-LANSIN	00340	PRE EMPLOY PHYSICAL J BOWNE - AMB	273.00
GRAINGER, INC.	00172	HANDHELD SPRAYER - MTR POOL	28.54
STAR THOMAS	01654	SUPPLIES, POSTAGE REIM - POLICE	95.20
KEUSCH TIRE & AUTO	00228	C3 REPAIR TIRE - POLICE	30.00
CULLIGAN	02130	WATER 4X - POLICE	23.00
CL TRUCKING & EXCAVATING, LLC	00066	STORM RESPONSE - LOC STS	4,625.00
CAPITAL ASPHALT LLC	02578	ASPHALT - LOC STS	562.40
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	1,415.42
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	525.00
GRANGER	00175	REFUSE - POL, COM PROMO	93.00
GRANGER	00175	REFUSE- WW	219.62
GRANGER	00175	REFUSE - MP, PARKS, CEM	312.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	122.88

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
O'LEARY PAINT CO	02729	PAINT - ELECTRIC	265.00
CINTAS	00083	MEDICAL CABINET RESTOCK - ELECTRIC	71.59
CINTAS	00083	MEDICAL CABINET RESTOCK - ELECTRIC	31.28
CINTAS	00083	MEDICAL CABINET RESTOCK- ELECTRIC	59.16
TRUGREEN	02830	WEED CONTROL TRANSFORMER AREA - ELECTRIC	155.75
BRYAN SCHEURER	00600	OFFICIAL - REC	280.00
ADDISON SCHEURER	02831	OFFICIAL - REC	48.00
JERRYD SCHEURER	02785	OFFICIAL - REC	48.00
BLOOM SLUGGETT, PC	02783	LEGAL SERVICE - POLICE	425.50
POWER LINE SUPPLY COMPANY	00389	SAFETY GEAR AND SUPPLIES T KRIZOV - ELECTRIC	2,161.00
PLUMMERS ENVIRONMENTAL SERVICES INC	02687	ER VACTOR REMOVAL - WW	2,101.10
BLOOM SLUGGETT, PC	02783	LEGAL SERVICES - GEN	2,727.50
ONE MAN AND A HAMMER	MISC	RED MILL & PAVILION REPAIRS - PARKS	760.00
UTILITY SERVICE CO. INC.	02133	S TANK QUARTERLY - WATER	6,445.19
UTILITY SERVICE CO. INC.	02133	HILL ST TANK QUARTERLY - WATER	5,404.08
STATE OF MICHIGAN	02577	BACTI SAMPLES PFAS - WATER	1,487.00
MUNICIPAL SUPPLY CO.	00324	METER VALVE/COUPLING - WATER	155.17
THE HUNTINGTON NATIONAL BANK	02659	SNOW PLOW PAYMENT #2 OF 5 - MTR POOL	36,116.25
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,905.44
OFF AND RUNNING PAINTING LLC	02809	1/2 PRE PAY CITY HALL INTERIOR PAINT -CITY HALL	5,700.00
Total:			\$156,016.35

**BI-WEEKLY  
WAGE REPORT  
October 16, 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.	11,228.95	91,602.85	2,872.89	28,294.74	14,101.84	119,897.59
ASSESSOR		-		-	-	-
CEMETERY	5,034.81	43,868.84	492.46	10,629.23	5,527.27	54,498.07
POLICE	17,553.65	147,968.52	4,271.60	39,041.26	21,825.25	187,009.78
CODE ENFORCEMENT	32.99	503.50	2.53	38.55	35.52	542.05
PARKS	3,656.16	38,736.76	357.64	5,381.11	4,013.80	44,117.87
INCOME TAX	2,735.58	21,179.11	660.40	5,489.47	3,395.98	26,668.58
MAJOR STREETS	3,721.01	32,086.69	953.40	11,770.64	4,674.41	43,857.33
LOCAL STREETS	3,896.72	30,401.06	1,009.84	11,314.20	4,906.56	41,715.26
RECREATION	1,548.93	12,843.61	315.57	3,138.01	1,864.50	15,981.62
AMBULANCE	19,589.43	153,372.40	4,768.59	31,632.38	24,358.02	185,004.78
DDA	2,611.20	21,001.11	393.52	3,556.93	3,004.72	24,558.04
ELECTRIC	22,308.75	172,528.99	4,271.67	49,961.63	26,580.42	222,490.62
WASTEWATER	10,447.38	86,483.80	1,696.18	22,912.14	12,143.56	109,395.94
WATER	6,546.52	53,544.53	1,635.83	18,320.09	8,182.35	71,864.62
MOTOR POOL	911.07	6,424.19	205.74	1,769.08	1,116.81	8,193.27
<b>TOTALS:</b>	<b>111,823.15</b>	<b>912,545.96</b>	<b>23,907.86</b>	<b>243,249.46</b>	<b>135,731.01</b>	<b>1,155,795.42</b>

**BI-WEEKLY CASH BALANCE ANALYSIS  
AS OF 10/11/2023  
MEETING DATE 10/16/2023**

Fund	Description	Beginning Balance 09/28/2023	Total Cash in	Total Cash out	Cash Balance 10/16/2023	Time Certificates	Ending Balance 10/16/2023
101	GENERAL FUND	2,373,113.40	462,890.17	(173,185.09)	2,662,818.48	218,908.00	2,881,726.48
105	INCOME TAX FUND	229,033.36	59,231.80	(62,490.37)	225,774.79	10,000.00	235,774.79
150	CEMETERY PERPETUAL CARE FUND	65,032.51	379.39	(29.39)	65,382.51		65,382.51
202	MAJOR STREETS FUND	369,156.88	42,878.38	(12,349.58)	399,685.68		399,685.68
203	LOCAL STREETS FUND	204,831.51	46,310.91	(19,865.54)	231,276.88		231,276.88
208	RECREATION FUND	25,380.06	3,907.84	(6,012.63)	23,275.27		23,275.27
210	AMBULANCE FUND	287,039.38	102,091.66	(64,368.46)	324,762.58		324,762.58
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	482,775.46	223,477.42	(5,988.94)	700,263.94		700,263.94
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-
520	REFUSE SERVICE FUND	14,270.97	3,644.93	(145.80)	17,770.10		17,770.10
582	ELECTRIC FUND	2,491,541.34	144,966.80	(262,185.50)	2,374,322.64	468,768.00	2,843,090.64
590	WASTEWATER FUND	79,238.93	50,554.21	(40,705.62)	89,087.52		89,087.52
591	WATER FUND	384,627.09	30,652.74	(32,201.52)	383,078.31	407,700.00	777,881.29
661	MOTOR POOL FUND	189,351.76	16,168.63	(9,385.91)	196,134.48		196,134.48
703	CURRENT TAX FUND	1,011,178.06	512,372.38	(1,429,479.55)	94,070.89		94,070.89
	<b>TOTAL - ALL FUNDS</b>	<b>8,209,932.96</b>	<b>1,699,527.26</b>	<b>(2,118,393.90)</b>	<b>7,791,066.32</b>	<b>1,105,376.00</b>	<b>8,883,545.30</b>
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	2,065,268.11	2,065,268.11
					ELECTRIC-PRIN & INT ESCROW	56,724.71	56,724.71
					WASTEWATER DEBT ESCROW	342,529.39	342,529.39
					WASTEWATER REPAIR ESCROW	329,497.31	329,497.31
					WASTEWATER 2022 BOND RESERVE	213,195.44	213,195.44
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	12,901.50	12,901.50
							<b>12,827,625.98</b>

\*Customer Deposit Breakdown

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



# ABLE

## Diving Company Inc.

INVOICE: 27034

To: Portland Board of Power & Light  
259 Kent St.  
Portland, Mi. 48875  
Tel. (517) 647-6912

From: Able Diving Co.  
448 E. Munger Rd.  
Munger, Michigan 48747  
Tel. (989) 659-2887

Job Location: Portland Dam  
Date: October 1, 2023  
Work Date(s): September 26 & 27, 2023

Description	Amount
09-26-2023 Tuesday (Remove head gate hardware & install gate lugs)	
(5) man dive crew	2,240.00
Per diem (5 men @ 125.00 ea.)	625.00
240 miles @ .75 ea.	180.00
09-27-2023 Wednesday (Remove head gate hardware & install gate lugs) (Install new head gate filler doors)	
(5) man dive crew	2,240.00
Per diem (5 men @ 125.00 ea.)	625.00
Misc. tool charge and consumables	100.00
240 miles @ .75 ea.	180.00
Total:	6,190.00

Payment due upon receipt of invoice  
Make all Checks Payable to  
[ABLE DIVING CO]  
Thank You for Your Business



448 E. Munger Road • Munger, Michigan 48747 •



# PURCHASE ORDER

## City of Portland

P.O. **13125**

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

VENDOR Michigan Wood Fibers  
9426 Henry Court  
Zeeland MI 49464

DATE: 10-10-23

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Brush grinding + chip removal	202-463-998.000	40	4,794
	203-463-998.000	60	7,191
			est. \$ 11,985
DEPARTMENT HEAD (UP TO \$500) <u>K. Cervantes</u>		TOTAL	

MT

Treasurer Initials

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



MULCH | BARK | WOOD CHIPS | SAWDUST | WOOD FUEL | WOOD RECYCLING

9426 Henry Court, Zeeland, Michigan 49464  
800-81-MULCH | 616-875-2241 | Fax: 616-875-2245  
www.MichiganWoodFibers.com

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

9/27/23

RE: Grinding and Brush Removal

Dear Ken,

Thank you for considering Michigan Wood Fibers for your grinding and recycling needs. We have been servicing our clients with recycling needs for over 25 years. Our services offer high volume waste wood grinding and recycling along with a state certified composting site to process yard waste. We offer portable grinding services to all industries to help reduce the waste volume and to create a useful product. This pricing is based on the amount of material currently at the jobsite at 451 Morse Dr. Portland, MI 48875.

**1. Grinding and removal of brush material**

\$10,485.00

**2. Mobilization of equipment**

\$1500.00

Estimated time for removal of material upon arrival 7-10 days.

Terms are Net 30 days after the date of job completion. Jobs can be completed within 30 days of notification prior to or after seasonal road restrictions. Any damages that may occur to Michigan Wood Fibers equipment from contaminated items (such as metal, rocks, etc....) that is considered beyond normal wear and tare will be added to the final invoice.

Kind regards,

Grant Weaver  
VP of Operations

**DEVELOPMENT AREA CITIZENS COUNCIL  
CITY OF PORTLAND  
IONIA COUNTY, MICHIGAN**

**RESOLUTION RECOMMENDING 2023 RESTATED DOWNTOWN  
DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN FOR  
THE CITY OF PORTLAND DOWNTOWN DEVELOPMENT  
AUTHORITY**

Councilmember Kathy Parsons, supported by Councilmember Cena Schneider, moved the adoption of the following resolution:

**WHEREAS**, pursuant to Part 2 of the Recodified Tax Increment Financing Act, 2018 PA 57, as amended, MCL 125.4101 *et seq.* (the “Act”), formerly the Downtown Development Authority Act, 1975 PA 197, as amended, the City Council of City of Portland in 1987 created the City of Portland Downtown Development Authority (the “DDA”) and adopted the Downtown Development Plan and Tax Increment Financing Plan (the “Plan”), which has been amended from time to time; and

**WHEREAS**, in accordance with the Act, the Development Area Citizens Council was established to act as an advisory body to the DDA and the City Council in matters relating to the preparation and implementation of the Plan, including any amendments, and to provide the City Council with findings and recommendations; and

**WHEREAS**, the DDA submitted a draft amendment to and restatement of the Plan (the “2023 Plan Restatement”) containing a list of new development projects (the “2023 Projects”) to the Development Area Citizens Council for its review and recommendation and has made available other information and technical assistance relevant to the preparation of the 2023 Plan Restatement; and

**WHEREAS**, the Development Area Citizens Council has had adequate opportunity to review and consider the 2023 Projects and the draft 2023 Plan Restatement and, after notice and

conducting a public hearing, all in accordance with the Act, now desires to notify the City Council of its findings and that it recommends adoption of the 2023 Plan Restatement.

**RESOLVED:**

1. That the 2023 Projects are approved, and the Citizens Council recommends that the 2023 Projects be included in the 2023 Plan Restatement.

2. The Citizens Council recommends that the DDA and the City complete, finalize, approve and implement the 2023 Plan Restatement containing the 2023 Projects.

2. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Councilmembers Margery Briggs Tim Fuller Kathy Parsons  
Merry Hass Cena Schneider Roy Schneider

NAYS: Councilmembers NONE

ABSTAIN: Councilmembers NONE

ABSENT: Councilmembers Brian Hass Rebecca Snarski

**RESOLUTION DECLARED ADOPTED.**

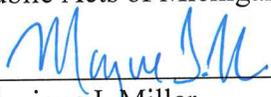
Dated: October 2, 2023

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

**CERTIFICATION**

I hereby certify that the foregoing resolution is a true and complete copy of a resolution adopted by the City of Portland Development Area Citizens Council, Ionia County, State of Michigan, at a meeting held on October 2, 2023, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to, and in compliance with, the Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 2, 2023

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

**Minutes of the Downtown Development Authority  
Development Area Citizen Council  
City of Portland**

Held on Monday, October 2, 2023  
In the Conference Room at City Hall

Members Present: Kathy Parsons, Margery Briggs, Merry Hass, Leo Madarang, Roy Schneider, Cena Schneider, Tim Fuller

Members Absent: Brian Hass, Rebecca Snarski

Staff: Director ConnerWellman, City Manager Gorman, City Clerk Miller

The meeting was called to order at 12:38 P.M.

Motion by Parsons, supported by Briggs, to approve the proposed agenda.  
All in favor. Adopted.

There was no Public Comment.

DDA Director ConnerWellman presented the proposed 2023 Restated Downtown Development Plan and Tax Increment Financing Plan for review. She noted there were some minor changes to the financials by Finance Director Tolan and map review is pending by the Ionia County Board of Commissioners.

There was discussion throughout. It was noted there have been no changes to the DDA District in the proposed plan.

Director ConnerWellman presented a review of the summary documents.

There was discussion throughout.

Under Additional Opportunity for Discussion, City Manager Gorman noted the Splash Pad Project (2022), the upcoming Kent Street Improvement Project (2024), and the upcoming Divine Highway Bridge Project (2025) will greatly enhance Downtown Portland.

There were no other comments.

Motion by Parsons, supported by Cena Schneider, to recommend the proposed 2023 Restated Downtown Development Plan and Tax Increment Financing Plan to the DDA for approval.

Briggs – Yes	Fuller – Yes
Hass – Yes	Schneider, C. – Yes
Schneider, R. – Yes	All in favor. Adopted.

Motion by Parsons, supported by Roy Schneider, to adjourn the meeting at 2:04 P.M.  
All in favor. Adopted

Respectfully submitted,

---

Margery Briggs, Secretary

**CITY OF PORTLAND  
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND RECOMMENDING 2023 RESTATED  
DOWNTOWN DEVELOPMENT PLAN AND TAX INCREMENT  
FINANCING PLAN OF THE CITY OF PORTLAND DOWNTOWN  
DEVELOPMENT AUTHORITY**

Board member Williamson, supported by Board member Vogl, moved the adoption of the following resolution:

**WHEREAS**, to accomplish the purposes of Part 2 of Act 57 of the Public Acts of Michigan of 2018 ("Act 57"), the Board of Directors (the "Board") of the Downtown Development Authority of City of Portland (the "DDA") caused to be prepared, approved, and recommended a Development Plan and Tax Increment Financing Plan (the "Plan") and the City Council approved the Plan after notice and public hearing on February 22, 1988, all in accordance with the requirements of Act 197 of the Public Acts of Michigan of 1975, as amended ("Act 197"), the predecessor to Act 57; and

**WHEREAS**, to further accomplish the purposes of Act 197, since 1988, the Board of the DDA caused to be prepared, approved, and recommended amendments to the Plan and the City Council approved those amendments to the Plan after notice and public hearing, in accordance with the requirements of Act 197 (together with the Plan, the "Amended Plans"); and

**WHEREAS**, to further accomplish the purposes of Part 2 of Act 57, the DDA has determined to amend, update, and restate the Amended Plans; and

**WHEREAS**, the Board of the DDA desires, in accordance with the requirements of Part 2 of Act 57, to approve and recommend to the City Council the 2023 Restated Downtown Development Plan and Tax Increment Financing Plan presented at this meeting (the "2023 Restated Plan").

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

1. That the 2023 Restated Plan in the form presented at this meeting is hereby approved and recommended to the City Council for its approval.

2. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Board members Williamson, Vogl, Ward, Briggs, Grimminck, Gorman

NAYS: Board members None

ABSTAIN: Board members None

ABSENT: Board members None

**RESOLUTION DECLARED ADOPTED.**

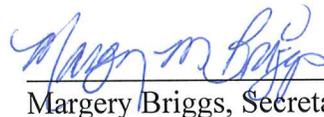
Dated: October 9, 2023

  
\_\_\_\_\_  
Margery Briggs, Secretary

**CERTIFICATION**

I hereby certify that the above is a true and complete copy of a resolution adopted by the Board of the City of Portland Downtown Development Authority at a meeting held on October 9, 2023, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 9, 2023

  
\_\_\_\_\_  
Margery Briggs, Secretary

**Minutes of the Planning Commission  
Of the City of Portland**  
Held on Wednesday, June 14, 2023, at 7:00 P.M.  
In Council Chambers at City Hall

Portland Planning Commission Members Present: Fitzsimmons, Parsons, Kmetz, Roeser, Williamson

Absent: Johnston

Staff: City Manager Gorman

Guests: Paul LeBlanc of PLB Planning Group, Bernie & Michele Pelc, Kurt Hinds

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

Motion by Parsons, supported by Williamson, to excuse the absence of Member Johnston.  
All in favor. Approved.

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

Motion by Williamson, supported by Parsons, to approve the minutes of May 10, 2023, Planning Commission meeting.  
All in favor. Approved.

There was no public comment.

Chair Fitzsimmons opened the Public Hearing at 7:02 P.M.

City Manager Gorman stated the purpose of the Public Hearing is to receive public comment on the request to approve a Special Land Use Permit for the property at 734 Lyons Rd. to build a single-story, two-family duplex. He noted the application for this request was received just before the adoption of the new Zoning Ordinance. Under the newly adopted Zoning Ordinance this would not be allowed.

Mr. LeBlanc presented information from his memo recommending approval of the request as all the standards for a Special Land Use are met. He recommended approval of the site plan with conditions as outlined in his memo.

Mr. Hinds noted he submitted an updated site plan that addressed all concerns that would require an approval with conditions.

The Public Hearing was closed at 7:07 P.M.

Planning Commission Minutes  
June 14, 2023

Under New Business, the Planning Commission considered the requests for a Special Land Use and to approve the Site Plan for the property at 734 Lyons Rd. to build a single-story, two-family duplex.

Motion by Williamson, supported by Parsons, to approve the Special Land Use Permit for the property at 734 Lyons Rd. to build a single-story, two-family duplex.  
All in favor. Approved.

Motion by Williamson, supported by Roeser, to approve the Site Plan to build a single-story, two-family duplex.  
All in favor. Approved.

There were no Planning Commission comments.

Motion by Parsons, supported by Williamson, to adjourn the meeting at 7:13 P.M.  
All in favor. Approved.

Respectfully submitted,

---

Jason Williamson, Secretary



October 9, 2023

S. Tutt Gorman, City Manager

City of Portland

259 Kent Street

Portland, MI 48775

**RE: September 2023 Monthly Operation Report**

Dear Mr. Gorman:

Attached is our Monthly Operation Report for the operation of the Wastewater Treatment Plant for the month of September 2023. I will submit future progress reports on a monthly basis for your review. All information and data used to compile this report is available for your review. If you have any questions, please email me at, [tsmith@portland-michigan.org](mailto:tsmith@portland-michigan.org).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tony Smith', is written over a horizontal line.

Tony Smith

City of Portland WWTP Superintendent

- **ADMINISTRATIVE REPORT**

The September 2023 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes and Energy (EGLE). The average influent flow was 305,00 gallons per day. The daily maximum flow was 378,000 GPD. The WWTP discharged a total of 7.14 MG (million gallons) of final effluent to the Grand River for the month of September and treated a total of 9.155 MG (million gallons) of influent (raw wastewater). The Monthly Operating Report (MOR) is included in this report.

- **STAFF NOTES**

- WWTP staff has been spending a great deal of time locating and marking the city sewer infrastructure in preparation for Tri-County to install fiber.
- Staff continues to handle the process changes required to keep construction on track. We are currently running the plant on half of our aeration basin while the Western MBBR tank is nearing completion. Also, we are currently running on one clarifier. We have had some issues with the eastern clarifier not retuning activated sludge back to aeration. The clarifier was taken completely down and has been serviced. City staff pulled a fair number of rags out of the suction bar that is located at the bottom of the tank. The Eastern clarifier is completely serviced and ready to return to service when needed.
- The city staff pulled and de-ragged all 3 raw sewage pumps in September.
- September has proven to be a busy month, The WWTP lost a senior operator in Tim Krizov. Tim has been a dedicated employee of the City of Portland for many years for the Waste Water Dept. Tim will be missed and we wish him the best with his transfer to the Cities Electric Dept.
- The WWTP is also proud to announce the new hire with the WWTP dept. Austin Avery started working for the dept in early September. We are currently training Austin and getting him familiar with the operations at the plant and familiar with the infrastructure within the City of Portland.
- City staff has begun discussions for the best use of the 3 million dollars the City of Portland received through appropriations. The two items that are top priority are to repair or replace the Sewer mains that are routed under the Grand River and connect on Water Street and also to replace the Cities aging Vactor truck. A reliable Vac-truck is crucial for cleaning and maintaining the cities sewer infrastructure as well as assisting with the taking down of the of plant equipment for maintenance.

- **WASTEWATER MAINTENANCE**

- The WWTP staff completed 162 preventative maintenance work orders from our HIPPO computerized maintenance program (CMMS).
- City staff pulled, cleaned and inspected our UV disinfection racks. Our secondary bank had eclipsed 15,000 hours of service with the current bulbs, so city staff replaced all 24 bulbs, quartz sleeves and ring seals. Also, staff cleaned the effluent trough and returned the units to service. All 3 raw influent pumps were pulled, cleaned and inspected.

-The Cities Vector truck was out of service again for the month of September. Replacement parts were ordered and replaced. We will be looking to get out a do some sewer cleaning again in October. This will provide a great deal of training opportunities for our new employees.

## ● OPERATIONS/ UPGRADE NOTES

-The WWTP continues to work with contractors throughout the upgrade process. There is a lot of process changes being made and we are adjusting on the fly to comply with our NPDES permit requirements.

-The 500,000-gallon Sludge Storage Tank is built. After the tank failed its initial water test, the tank was drained and Bluewater Construction applied an epoxy coating to the base of the tank to prevent it from leaking. After the epoxy cured the tank was again filled with 500,000 gallons of water for testing. After sitting for 24 hours the water level was measured and determined a success. We are currently pumping thickened sludge to the new tank and will be monitoring it closely.

-Midwest power systems continue to work on by-pass pumping setup. When the by-pass pumping begins the new raw sewage pumps will be installed along with the new fine screen. In order for this work to be completed the raw flow has to be diverted around the existing raw pumps and fine screen to our existing aeration basins.

- Contractors continue to work on underground piping and electrical infrastructure to accommodate the new equipment and process changes. Jelsma concrete has completed the concrete work on the western MBBR tank. When the piping in the western MBBR is completed, we are looking to start filling and adding the MBBR media. When the western MBBR is live and can prove itself to meet our Permit requirements through EGLE, we will begin the work on the Eastern MBBR tank.

- Painting of the interior of the Service Garage and piping is near completion.

-The Keiser process air blowers are all on site and in place. Midwest Power continues to work on tying the makeup air piping to the Western MBBR. These will take the place of our current Aerzon blowers. These will provide the air required for the new MBBR tanks as well as the Aerobic digestion process.

-We will continue to discuss daily activities with contractors to avoid any potential hazards, and as always safety tailgates will be encouraged.

## ● EMERGENCY ALARM CALL-OUTS

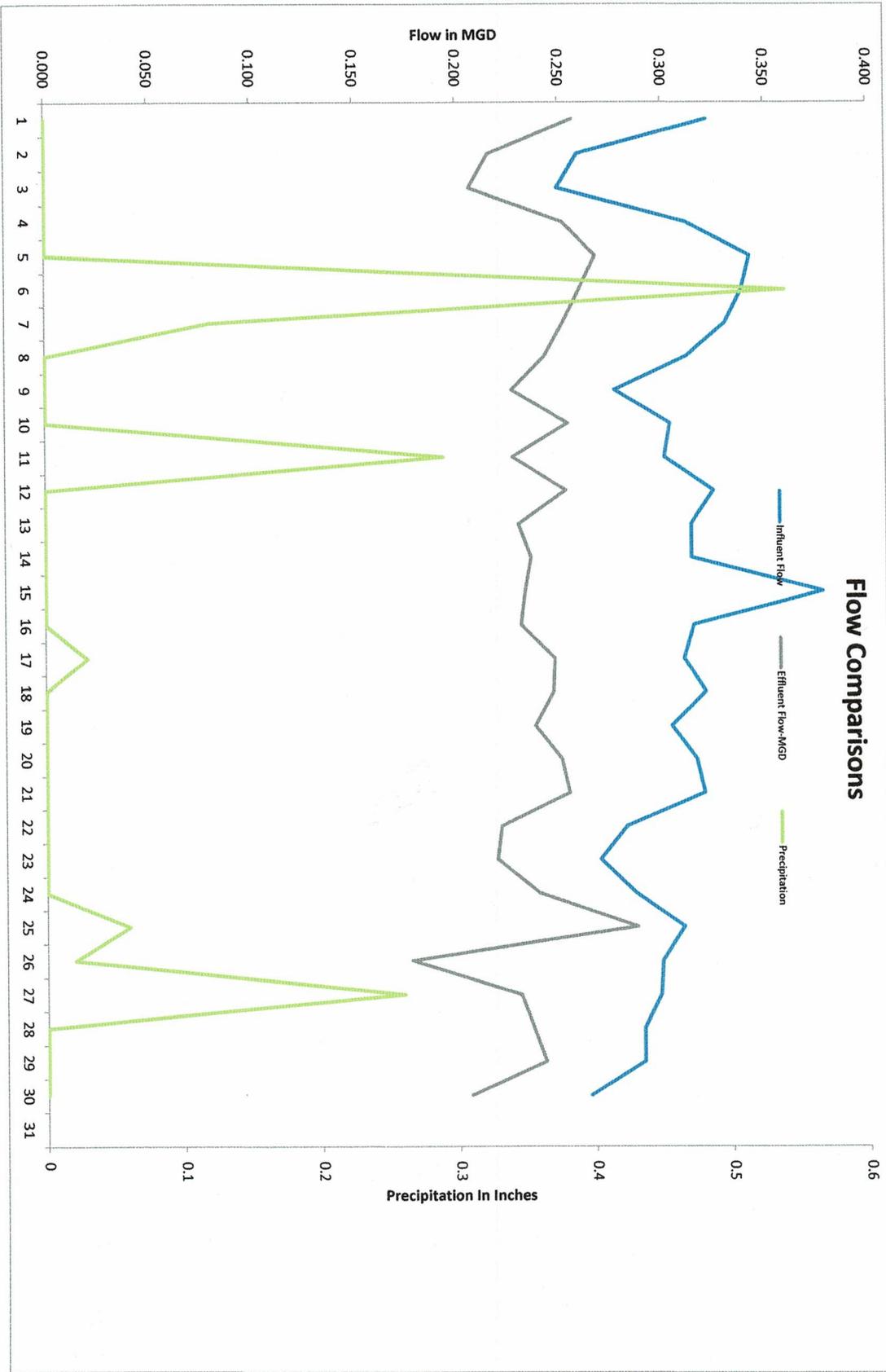
The WWTP received one sewer complaint for the month of September on Riverside drive. The issue was investigated and determined to be in the homeowner's lateral. The homeowner hired a contractor to dig up their lateral service and replace existing lateral with an addition of 2 clean-outs.

## ● DAILY FLOW SUMMARY

The wastewater flow was monitored using the facility's influent and effluent flow meters. The chart below shows the flow readings for the month of September 2023. The average influent flow during this period was 305,000 gallons per day and the average effluent flow during this period was 238,000 gallons per day. We had (7) days with measurable precipitation which totaled 1.32 inches. The influent flow is higher than the effluent flow due to solids removal and due to recycle flows which are measured twice.



# Flow Comparisons



PORTLAND WWTP DAILY DISCHARGE MONITORING REPORT

PERMITTEE NAME: City of Portland WWTP  
 MAILING ADDRESS: 259 Kent St.  
 Portland, MI 48875  
 FACILITY: Portland WWTP  
 259 Kent St.  
 Portland, MI 48875

PERMIT NUMBER: M15F70220  
 DISTRICT: West Michigan  
 COUNTY: Ionia  
 MONITORING POINT: 001A  
 MONITORING PERIOD: Sep-23

PARAMETER	NAME	CODE	POINT	STAGE	UNIT	1-Sep-23	2-Sep-23	3-Sep-23	4-Sep-23	5-Sep-23	6-Sep-23	7-Sep-23	8-Sep-23	9-Sep-23	Average	MIN	MAX
Total Suspended Solids 7 Day	50950	001A	B	mg/l	530.00	530.0	530	530	530	530	530	530	530	530	0.230	0.000	0.287
Total Suspended Solids	50950	001A	B	lbs.	19.4	19.4	19.4	19.4	19.4	19.4	19.4	19.4	19.4	19.4	53.9		
Carbonaceous Biochemical Oxygen Demand 7 Day	80082.0	001A	B	mg/l	8.2	8.2	8.2	8.2	8.2	8.2	8.2	8.2	8.2	8.2	12.7	0.000	0.287
Carbonaceous Biochemical Oxygen Demand 7 Day	80082.00	001A	B	lbs.	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	25.5		
Carbonaceous Biochemical Oxygen Demand (CBOD5)	80082.0	001A	B	mg/l	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	8.5		
Carbonaceous Biochemical Oxygen Demand (CBOD5)	80082.00	001A	B	lbs.	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	17.3		
Ammonia Nitrogen (as N)	610.00	001A	B	mg/l	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.9	6.3		
Total Phosphorus (as P)	655.00	001A	B	mg/l	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.46		
Fecal Coliform 7 Day/Geo	74055.00	001A	B	cfu/100 ml	67	67	67	67	67	67	67	67	67	67	0.96		
Fecal Coliform	74055	001A	B	cfu/100 ml	235	235	235	235	235	235	235	235	235	235	67		
CBOD Percent Removal				Percent	98	98	98	98	98	98	98	98	98	98	98		
Total Suspended Solids Percent Removal				Percent	97	97	97	97	97	97	97	97	97	97	97		
PH MIN	400	001A	B	S.U.	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.1		
PH MAX	400.00	001A	B	S.U.	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.9		
Dissolved Oxygen	300	001A	B	mg/l	5	5	5	5	5	5	5	5	5	5	4.6		

September 2023

**FINAL EFFLUENT**

DAY	CBOD -5					T.S.S				V.S.S		TOTAL PHOSPHORUS			pH	DO	FECAL		AMMONIA	
	mg/l	mg/l	lbs/day	lbs	%	mg/l	mg/l	lbs/day	lbs	%	mg/l	mg/l	lbs/day	%	su	mg/l	COLIFORM	7-day	mg/l	lbs/day
	7-day		7-day		Rem.	7-day		7-day		Rem.	Rem.						cts/100 ml			
	Avg		Avg			Avg		Avg									GEO			
1																				
2																				
3																				
4																				
5	6.3		14.1		98	8.8		19.6		97	8.3	0.354	0.8	96	7.4	5	236			
6	4.6		10.0		98	10.3		22.3		95	6.0	0.290	0.6	96	7.3	5.3	32		9.90	24.0
7	4.3	5.1	9.0	11.0	98	7.7	8.9	16.2	19.4	97	6.3	0.262	0.6	96	7.2	5.2	40	67		
8		5.1		11.0			8.9		19.4									67		
9		5.1		11.0			8.9		19.4									67		
10		5.1		11.0			8.9		19.4									67		
11	6.3	5.4	11.9	11.3	98	8.0	8.7	15.2	18.3	95	6.0	0.391	0.7	95	7.2	4.6	7	38		
12	5.3	5.1		10.3	98	6.8	8.2	14.3	17.0	97	6.0	0.339	0.7	95	7.1	5.9	44	25		
13	5.2	5.3	10.0	10.3	99	8.0	7.6	15.3	15.3	98	3.6	0.340	0.7	96	7.4	5.0	12	20	5.34	12.2
14		5.6		11.0			7.6		15.0									15		
15		5.6		11.0			7.6		15.0									15		
16		5.6		11.0			7.6		15.0									15		
17		5.6		11.0			7.6		15.0									15		
18	7.5	6.0	15.4	12.7	98	11.6	8.8	23.9	17.8	96	11.2	0.446	0.9	94	7.4	4.8	240	50		
19	5.1	5.9	10.1	11.8	98	2.8	7.5	5.5	14.9	99	1.6	0.369	0.7	93	7.5	5.4	7	27		
20	6.1	6.2	12.7	12.8	98	10.0		20.9	16.8	98	8.8	0.857	1.8	90	7.6	5.9	18	31	13.70	29.8
21		6.2		12.8			8.1		16.8									31		
22		6.2		12.8			8.1		16.8									31		
23		6.2		12.8			8.1		16.8									31		
24		6.2		12.8			8.1		16.8									31		
25	11.5	7.6	27.5	16.8	94	36.0	16.3	86.1	37.5	95	18.5	0.837	2.0	96	7.6	5.4	18	13		
26	7.8	8.5	11.5	17.3	98	37.0	27.7	54.6	53.9	97	18.9	0.696	1.0	97	7.4	5.1	28	21	9.49	18.5
27	5.3	8.2	10.2	16.4	98	6.0	26.3	11.5	50.8	98	2.0	0.361	0.7	96	7.4	5.7	14	19		
28		8.2		16.4			26.3		50.8									19		
29		8.2		16.4			26.3		50.8									19		
30		8.2		16.4			26.3		50.8									19		
31		8.2		16.4			26.3		50.8									19		
M/M																				
TL																				
GA																				
ME	6.3		13.0		98	12.7		25.5		97	8.1	0.46	0.9	95		5.3	28.1		9.6	21.2
WGA																				
WA																				
M/M = Maximum/Minium; TL = Total; GA = Geometric Average; ME = Mean Average; WGA = Weighted Geometric Average; WA = Weighed Avg.																				
REMARKS:																				

Total pounds are the multiplication of the monthly average by the number of days in the month.

City of Portland, MI

September 2023

- 1. Clear      4. Rain..
- 2. P. Cloudy   5. Snow
- 3. Cloudy     6. Windy

**RAW INFLUENT**

DAY	WEATHER		FLOW DATA						TEMP °C	PH SU	CBOD - 5 Day		TSS		V.S.S mg/l	TOTAL PHOSPHORUS		Day
	Type	Precip	Total	Total		Peak	Min	mg/l			lbs/day	mg/	lbs/day	mg/l		lbs/day		
	Code	Inches	Effluent	7-day	Influent	7-day												
			mgd	Avg	mgd	Avg	mgd										mgd	
1	2	0	0.257		0.322		0.64	0.20										1
2	2	0.00	0.216		0.260		0.57	0.14										2
3	2	0.00	0.207		0.249		0.51	0.15										3
4	12	0.00	0.252		0.312		0.63	0.18										4
5	126	0.00	0.268		0.343		0.58	0.20	22.0	7.2	278	795	296	847	276	6.7	19	5
6	234	0.54	0.260		0.339		0.79	0.23	22.7	7.4	266	752	188	532	152	7.1	20	6
7	234	0.12	0.252	0.245	0.331	0.308	0.56	0.20	22.1	7.2	275	759	228	629	212	7.3	20	7
8	3	0.00	0.243	0.212	0.312	0.269	0.55	0.16										8
9	1	0.00	0.227	0.244	0.277	0.309	0.55	0.15										9
10	1	0.00	0.254	0.251	0.304	0.317	0.60	0.15										10
11	3,4	0.29	0.227	0.247	0.301	0.315	0.62	0.17	20.8	7.5	411	1032	152	382	92	8.3	21	11
12	3,4	0.00	0.253	0.245	0.325	0.313	0.67	0.10	20.7	7.7	285	772	268	726	244	7.4	20	12
13	2	0.00	0.230	0.241	0.314	0.309	0.60	0.21	20.0	7.8	382	1000	420	1100	376	8.0	21	13
14	1	0.00	0.236	0.239	0.314	0.307	0.61	0.17										14
15	2	0.00	0.233	0.237	0.378	0.316	0.69	0.20										15
16	2	0.00	0.231	0.238	0.315	0.322	0.65	0.11										16
17	2	0.03	0.247	0.237	0.310	0.322	0.64	0.10										17
18	3	0.00	0.247	0.240	0.321	0.325	0.66	0.18	20.3	7.6	315	843	264	706	240	7.8	21	18
19	2	0.00	0.238	0.237	0.304	0.322	0.61	0.17	20.0	7.9	308	781	194	492	86	5.6	14	19
20	3,4	0.00	0.250	0.240	0.316	0.323	0.67	0.20	21.0	7.6	405	1068	438	1155	412	8.5	22	20
21	1	0.00	0.254	0.243	0.320	0.323	0.72	0.17										21
22	12	0.00	0.221	0.241	0.282	0.310	0.54	0.17										22
23	12	0.00	0.219	0.239	0.269	0.303	0.55	0.14										23
24	12	0.00	0.239	0.238	0.286	0.300	0.60	0.15										24
25	2,4	0.06	0.287	0.244	0.310	0.298	0.61	0.16	20.1	7.9	198	511	660	1704	630	19.9	51	25
26	2,3,4	0.02	0.177	0.235	0.299	0.297	0.73	0.16	20.1	7.1	312	778	1340	3342	1090	23.3	58	26
27	2,3,4	0.26	0.230	0.232	0.298	0.295	0.55	0.17	20.1	7.4	310	770	344	855	304	9.5	24	27
28	2,3	0.00	0.236	0.230	0.290	0.291	0.57	0.10										28
29	2,3	0.00	0.242	0.233	0.290	0.292	0.60	0.21										29
30	2,3	0.00	0.206	0.231	0.264	0.291	0.50	0.20										30
31				0.197		0.250												31
TL		1.32	7.139		9.155		18.37	5.00	249.9	90.3								
MAX																		
ME		0.04	0.238		0.305		0.61	0.17	20.8	7.5	312	831	399	1039	343	10.0	26	
REMARKS:																		

City of Portland, MI

September 2023

**ACTIVATED SLUDGE**

DAY	Aeration Volume KCF	Detent. Time Hours	CRT Days	Organic Loading F/M	MLSS mg/l	MLVSS mg/l	SETT. %	SVI	DO mg/l	AIR CuFt./D	RASS g/100 ml	RASVS g/100 ml	WAS gal	WAS lbs	Return Flow (RAS)
1	24	7.4	5.0		2180	1713	19	87	4.3	1.44	0.4890	0.3702	16.05	655	0.255
2	24	8.3	10.4		1344		16	119	3.2	1.44	0.2744		8.42	193	0.260
3	24	8.6	7.5		1343		15	111	5.3	1.44	0.3821		8.41	268	0.251
4	24	7.4	10.1		1731		19	109	4.6	1.44	0.3629		8.41	255	0.266
5	24	6.7	4.9	0.28	2402	1875	26	108	3.5	1.44	0.5194	0.3847	16.73	725	0.296
6	24	6.9	4.2	0.26	2407	1940	23	95	2.6	1.44	0.5249	0.4179	19.74	864	0.283
7	24	7.0	4.9	0.25	2457	2008	22	90	3.6	1.44	0.4481	0.3602	20.01	748	0.282
8	24	7.3	4.5		1923		28	145	3.3	1.44	0.4506		16.81	632	0.276
9	24	8.0	10.8		1977		20	101	3.2	1.44	0.3876		8.43	272	0.259
10	24	7.4	13.0		1818		21	115	3.4	1.44	0.2967		8.41	208	0.276
11	24	7.3	4.9	0.43	2098	1623	20	95	1.5	1.44	0.4179	0.3333	18.25	636	0.287
12	24	6.8	5.4	0.30	2193	1715	20	95	2.4	1.44	0.6681	0.5316	10.90	607	0.308
13	24	6.8	5.4	0.44	2008	1517	19	94	3.3	1.44	0.3782	0.2894	17.50	552	0.314
14	24	6.8	3.4		2021		20	99	1.2	1.44	0.5460		19.50	888	0.314
15	24	6.4	4.7		2339		21	90	2.5	1.44	0.4685		18.98	741	0.289
16	24	7.2	10.8		1462		15	103	5.2	1.44	0.2881		8.41	202	0.279
17	24	7.4	12.5		2038		20	98	4.4	1.44	0.3482		8.40	244	0.268
18	24	7.3	5.3	0.31	2317	1849	21	91	3.5	1.44	0.6507	0.4920	12.11	657	0.269
19	24	7.2	11.6	0.29	2260	1801	20	88	3.6	1.44	0.4480	0.3498	7.81	292	0.291
20	24	7.8	8.9	0.62	1466	1163	13	89	5.3	1.44	0.2484	0.1942	11.86	246	0.234
21	24	7.5	45.8		1413		15	106	5.1	1.44	0.1810		3.05	46	0.254
22	24	7.3	6.7		2853		21	74	2.0	1.44	0.6503		11.66	632	0.305
23	24	7.3	10.4		2979		28	94	3.3	1.44	0.5508		9.29	427	0.320
24	24	8.3	17.7		1879		16	85	5.0	1.44	0.2249		8.46	159	0.232
25	24	7.1	7.2	0.25	1732	1378	18	104	6.1	1.44	0.4308	0.3304	9.97	358	0.299
26	24	5.3	5.3	0.28	2335	1847	20	86	4.4	1.44	0.5641	0.4424	14.00	658	0.505
27	24	7.5	5.1	0.26	2469	1982	24	97	2.1	1.44	0.6798	0.5348	12.80	726	0.275
28	24	7.6	4.7		2750		26	94	3.3	1.44	0.5523		18.84	868	0.275
29	24	7.6	5.5		2402		22	92	2.3	1.44	0.4490		17.29	647	0.275
30	24	8.0	12.2		2223		22	99	4.8	1.44	0.3892		8.40	273	0.275
31	24	#DIV/0!	#DIV/0!							1.44				0	
TL													378.86	14677	8.571
ME	24	#DIV/0!	#DIV/0!	0.33	2094	1724	20	98	3.6	1.44	0.4423	0.3870	12.63	473	0.286
REMARKS:															

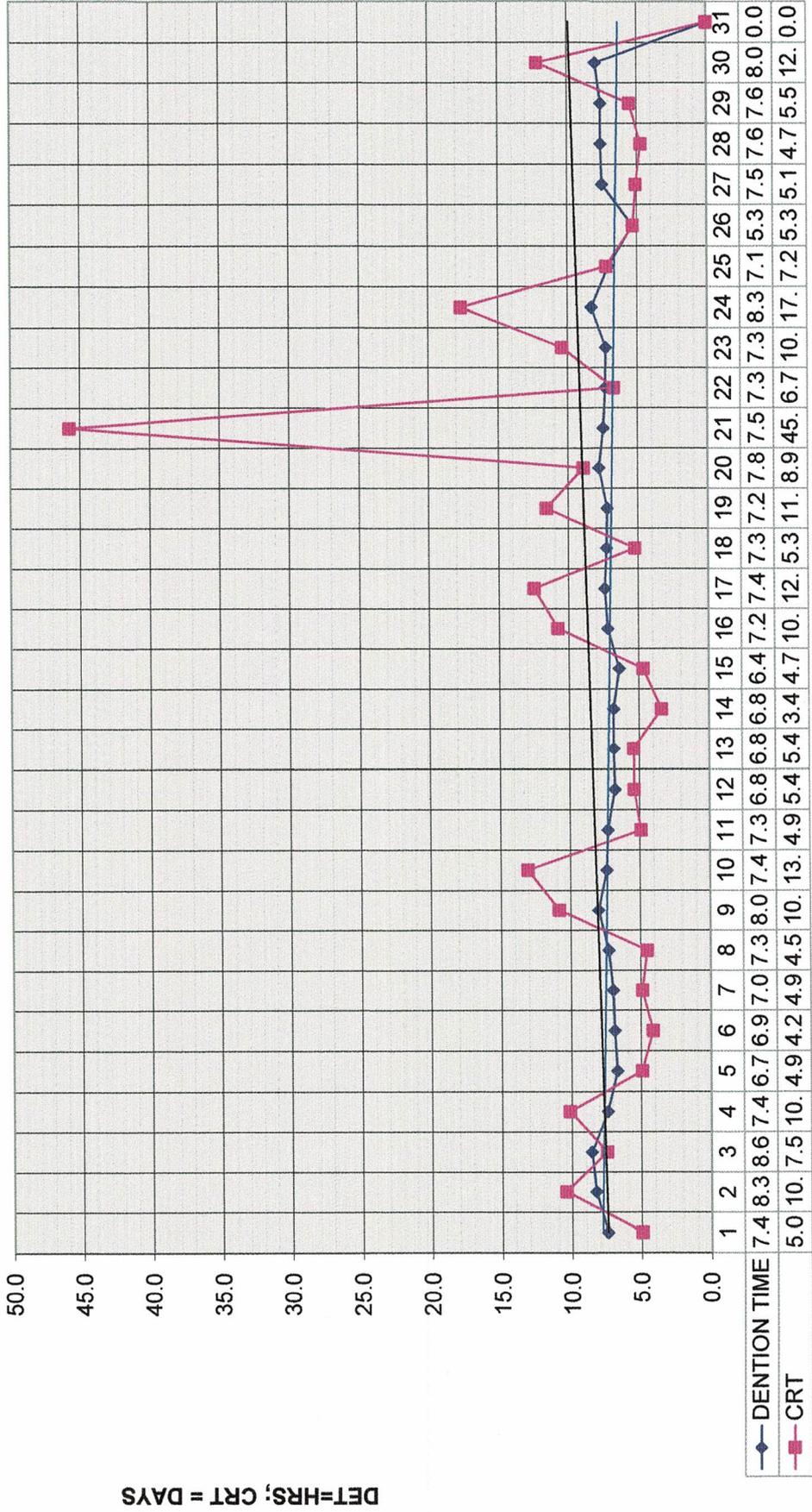
Total lbs are figured by multiplying the monthly average by the number of days in the month.

September 2023

**MISCELLANEOUS DATA**

DAY	OUTFALL OBSERVATION	GRIT	NAT. GAS	ELECT. WWTP	ELECT. Riverside Lift Stat.	ELECT. Canal Lift Stat.	ELECT. Cutler Lift Stat.	FERROUS CHLORIDE	Polymer Sludge Thickener
	yes/no	cf	cf	kwh	kwh	kwh	kwh	lbs	lbs
SF				1					
1	n		0	120				10	18.0
2	n		0	104				10	8.0
3	n		0	112				10	8.0
4	n		0	120				10	9.0
5	y	54.0	0	120	38	27	44	10	22.0
6	y		0	128				10	27.0
7	y		0	120	15			10	27.0
8	n		0	128				10	22.0
9	n		0	128				10	10.0
10	y		0	144	28	46	53	10	9.0
11	y		0	128				10	30.0
12	y	54.0	0	128	19	10	21	10	15.0
13	y		0	128				10	20.0
14	y		0	112	18	10	24	10	11.0
15	n		0	112				10	29.0
16	n		0	120				10	3.0
17	n		0	120	19	15	37	10	2.0
18	y		0	120				10	7.0
19	y	54.0	0	128	19	10	21	10	3.0
20	y		0	128				10	6.0
21	n		0	136	16	20	19	28	2.0
22	n		0	120				28	8.0
23	n		0	120				28	5.0
24	n		0	120	26	5	34	28	2.0
25	y	54.0	0	120				28	10.0
26	y	54.0	0	128	0.9	11	20	28	13.0
27	y		0	120				28	11.0
28	y		0	128	1.8	28	24	28	17.0
29	y		0	120				28	14.0
30	y		0	112				28	15.0
31									
<b>TL</b>		270.0	0.0	3672	201	182	297	480	383.0
<b>ME</b>		54.0	0	122	18	18	30	16	12.8
	REMARKS:								
	Total lbs are figured by multiplying the monthly average by the number of days in the month.								

# DETENTION & CRT



# Monthly Report

## May Activity

- 911 Calls— **1981**
- Administrative Calls— **7035**
- Text to 911— **16**
- 911 Hang up Calls— **180**
- Calls for Service Initiated — **4906**
  
- Total Mental Health Calls — **43**
- Suicidal Calls — **14**
- 988 Calls Received — **0**
- 988 Calls Transferred — **0**
- CPR Performed — **5**
- Stroke Related Calls — **4**
- Child birth calls — **0**



### Special Programs Available

Smart 911— Share Medical Information with your 911 call.

[Smart911.com](http://Smart911.com)



What 3 Words— App that provides location information to a 10 meter square.

[What3words.com](http://What3words.com)



## Unit Responses / Activities

- Law Enforcement— **2703**
  
- Fire— **465**
  
- EMS— **612**



## Statistics—Calls for Service.

Call for Service Type	Amount	Call for Service Type	Amount
911 Hang up Call	180	Lost Property / Found	22
988 Calls	0	MDOP	25
Abandoned Vehicle	25	MED 1	239
Active Violence Incident	0	MED 2	80
Alarm	54	MED 3	115
Ambulance Transport	104	Medical Call / Amb Dispatch	3
Assault	26	Mental Health	43
Assist Jail	1	Missing Person	12
Assist Medical	1	Motor Vehicle Theft / UDAA	7
Assist Other Agency	19	Non Criminal	60
Assist Outside Agency	27	OWI / OUID	17
Bomb Threat	1	PDA Traffic	113
Burglary	9	Phone / Internet Harassment	32
Burn Permit	55	PIA Traffic	20
Civil Dispute	81	PPO Violation	3
Conservation / Wildlife	22	Property Check	2
CSC - Criminal Sexual Conduct	26	Repossession	16
Disorderly Conduct	76	Request - Wrecker	5
Domestic Assault	24	Road Closure	33
DPW Request	8	Robbery / Hold up	0
Drugs	13	Spam to Center	175
Duplicate Call	4	Structure Fire	2
Family Abuse / Neglect	19	Suspicious Situations	232
Fire All Other	82	Test Call / System Test	77
Fireworks	0	Thunder Storm/Tornado Warning	1
Follow Up	229	Traffic Offense All Other	1
Fraud	29	Traffic / Officer Stop	812
General Assist	269	Tree Down	137
Grass / Wildland Fire	4	Trespassing	30
Health & Safety / Animal	92	Vehicle Fire	11
Hit and Run	12	Verbal Domestic	23
Homicide	0	Vin Inspections / All Inspections	12
Juvenile Problems & Runaways	56	Warrant Arrest / Fugitive	97
Kidnapping	2	Weapons Offices All	15
Larceny	49	Wires Down / Arching	181
Liquor / MIP	3	Unclassified	342

## Central Dispatch Activity

- Work continues with our remodel project.
- Interns for 2023, Chase started employment this month with more planned for near future.
- Radio system infrastructure improvements continue, coordinating with Motorola and MPSCS, still waiting on some parts.
- Fire Pager programing and training completed with move from VHF to 800 pagers complete.
- Other Hiring information, Testing first week of August and Oral boards completed, 2 candidates being Considered sent to background.

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*Dispatcher's can only provide information to first responders that is provided to them by the reporting parties, often is in not complete or correct & changes.*

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## Inside 9-1-1 Focus Stories

### Changes to Statistics

The management team has been working to improve the use of our Computer Aided Dispatch (CAD) system. In the past we have used excel spread sheets to document work activities that center staff perform, as well as activities of our public safety partners.

With this months statistical reports we have new Call for service (CFS) codes and updating data entry, to better track activities of first responders and center staff. They include burn permits, follow up reporting on calls, spam calls to the center, repossession of vehicle and Vehicle tow/wrecker request calls.

This information then will be better for a quick search to locate CFS's by the call types and put all our information in our CAD system.

With these changes this months agency stats will see an increase as we are now better tracking the data.

### 911 Field Day 2023

We are sad to report that Mr. Nelson is no longer with the Ionia Career Center, (the old Heartlands program). With his leaving and with the centers remodel project we have decided that we will not be having the Field Day in October this year.

Our plan is to work with the Career Center and the person that takes over for Mr. Nelson to bring it back again in 2024

The event saw 325 young people last year, with one possibly more of the students join the center as a new Dispatcher.

More to come on this for 2024.



## Agency Individual Responses / Activity

### Ionia County Central Dispatch

**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.

**Our 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.

### Ionia County Central Dispatch

545 Apple Tree Drive  
Ionia MI 49946

EMERGENCY: 911

NON-EMERGENCY: (616) 527-0400

ADMINISTRATION: (616) 522-0911

Director: Lance Langdon, ENP  
(616) 527-5611 llangdon@ioniacounty.org

Office Manager: Cathi Brodbeck  
(616) 522-0911 cbrodbeck@ioniacounty.org

Supervisor: Kevin Booth  
(616) 527-5613 kbooth@ioniacounty.org

Supervisor: Natalie Hearld  
(616) 527-5612 nhearld@ioniacounty.org

Supervisor: Jeremiah Wittenbach  
(616) 527-5617 nhearld@ioniacounty.org

FOIA Requests - 911 Records Only  
Form available at: <http://ioniacounty.org/foia>

Send or Email to:  
CentralDispatch@ioniacounty.org

Belding Fire— <b>84</b>	YTD— 539
Berlin-Orange Fire— <b>45</b>	YTD— 284
Clarksville Fire— <b>26</b>	YTD— 127
Freeport Fire— <b>1</b>	YTD— 5
Hubbardston Fire— <b>4</b>	YTD— 48
Ionia Department Public Safety Fire— <b>82</b>	YTD— 680
Lake Odessa Fire— <b>47</b>	YTD— 311
Lyons-Muir Fire— <b>18</b>	YTD— 135
Orleans Fire— <b>16</b>	YTD— 135
Pewamo Fire— <b>16</b>	YTD— 91
Portland Fire— <b>27</b>	YTD— 138
Ronald Fire— <b>11</b>	YTD— 102
Roxand Fire— <b>3</b>	YTD— 13
Saranac Fire— <b>75</b>	YTD— 411
Sunfield Fire— <b>11</b>	YTD— 67
Life EMS— <b>489</b>	YTD— 3936
Portland EMS— <b>123</b>	YTD— 807
Animal Control— <b>42</b>	YTD— 346
Belding Police— <b>368</b>	YTD— 2198
Department of Natural Resources Law— <b>10</b>	YTD— 53
Ionia County Sheriff's Office— <b>959</b>	YTD— 6383
Ionia Department Public Safety Law— <b>444</b>	YTD— 3052
Lake Odessa Police— <b>169</b>	YTD— 1710
Michigan State Police— <b>546</b>	YTD— 4090
Portland Police— <b>207</b>	YTD— 1443

# Monthly Report

## May Activity

911 Calls— **2087**  
Administrative Calls— **5522**  
Text to 911— **12**  
911 Hang up Calls— **209**  
Calls for Service Initiated — **4506**

Total Mental Health Calls — **37**  
Suicidal Calls — **6**  
988 Calls Received — **0**  
988 Calls Transferred — **0**  
CPR Performed — **7**  
Stroke Related Calls — **11**  
Child birth calls — **0**



## Unit Responses / Activities

Law Enforcement— **2859**  
  
Fire— **348**  
  
EMS— **609**

### Special Programs Available

Smart 911— Share Medical Information with your 911 call.

[Smart911.com](https://www.smart911.com)



What 3 Words— App that provides location information to a 10 meter square.

[What3words.com](https://www.what3words.com)



## Statistics—Calls for Service.

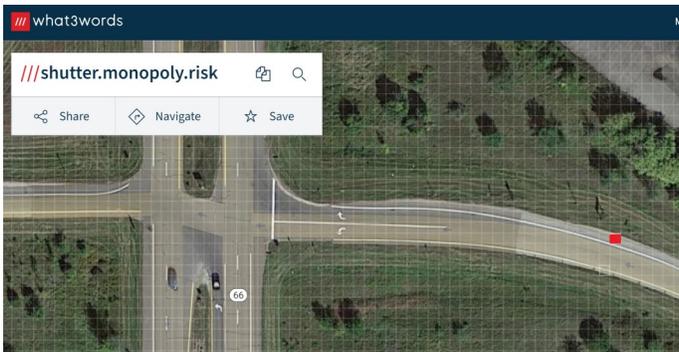
<b>Call for Service Type</b>	<b>Amount</b>	<b>Call for Service Type</b>	<b>Amount</b>
911 Hang up Call	209	Lost Property / Found	24
988 Calls	0	MDOP	25
Abandoned Vehicle	21	MED 1	236
Active Violence Incident	0	MED 2	79
Alarm	40	MED 3	108
Ambulance Transport	110	Medical Call / Amb Dispatch	7
Assault	28	Mental Health	37
Assist Jail	0	Missing Person	7
Assist Medical	0	Motor Vehicle Theft / UDAA	2
Assist Other Agency	15	Non Criminal	62
Assist Outside Agency	42	OWI / OUID	5
Bomb Threat	0	PDA Traffic	98
Burglary	8	Phone / Internet Harassment	45
Burn Permit	42	PIA Traffic	23
Civil Dispute	81	PPO Violation	3
Conservation / Wildlife	27	Property Check	7
CSC - Criminal Sexual Conduct	28	Repossession	12
Disorderly Conduct	67	Request - Wrecker	6
Domestic Assault	31	Road Closure	14
DPW Request	8	Robbery / Hold up	0
Drugs	16	Spam to Center	174
Duplicate Call	8	Structure Fire	8
Family Abuse / Neglect	23	Suspicious Situations	214
Fire All Other	61	Test Call / System Test	53
Fireworks	7	Thunder Storm Warning	0
Follow Up	195	Traffic Offense All Other	210
Fraud	28	Traffic / Officer Stop	976
General Assist	256	Tree Down	12
Grass / Wildland Fire	3	Trespassing	32
Health & Safety / Animal	121	Vehicle Fire	10
Hit and Run	15	Verbal Domestic	26
Homicide	0	Vin Inspections / All Inspections	11
Juvenile Problems & Runaways	64	Warrant Arrest / Fugitive	89
Kidnapping	1	Weapons Offices All	11
Larceny	55	Wires Down / Arching	11
Liquor / MIP	0	Unclassified	259

## Central Dispatch Activity

- Work continues with our remodel project.
- Interns for 2023, Mya started employment this month with Evelynn due to start on October 1st.
- Radio system infrastructure tower improvements completed.
- Fire Radios, the 8000 model is still waiting testing/final approval. Hope by end of October.
- 4th Supervisor Position will be posted next month, hope to have in place for January 1, 2024
- Notified LEIN audit of center will take place October 31st.
- Job offer

*Dispatcher's can only provide information to first responders that is provided to them by the reporting parties, often is in not complete or correct & changes.*

## Inside 9-1-1 Focus Stories



Your driving down I-96 and its foggy, dark and you have a flat tire after you pass an exit sign but manage to get to the side of the road and you have no idea where you are.

Your out in the woods, fell out of your tree stand that you moved last week to a new location and no one knows where you are. Your leg is hurt and you can't walk.

How do you let 911 or EMS know where you are?

What 3 Words (W3W) is there for you. It is a free tool that is endorsed by Ionia County Central Dispatch.

If you plan ahead and download the application to your cell

phone, you can open the app and it will tell you where you are and with just 3 words, dispatch can send help to you.

Or if you did not download W3W, we can send you a link to the program and it can tell us where you are, within a 10 meter square. So if your on the highway with car problems, lost not knowing where you are, on a river or lake, in a sports stadium, W3W can plot your location and we can get help headed your way.

Download What 3 Words today!



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**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.

### Ionia County Central Dispatch

545 Apple Tree Drive  
Ionia MI 49946

EMERGENCY: 911

NON-EMERGENCY: (616) 527-0400

ADMINISTRATION: (616) 522-0911

Director: Lance Langdon, ENP  
(616) 527-5611 [llangdon@ioniacounty.org](mailto:llangdon@ioniacounty.org)

Office Manager: Cathi Brodbeck  
(616) 522-0911 [cbrodbeck@ioniacounty.org](mailto:cbrodbeck@ioniacounty.org)

Supervisor: Kevin Booth  
(616) 527-5613 [kbooth@ioniacounty.org](mailto:kbooth@ioniacounty.org)

Supervisor: Natalie Hearld  
(616) 527-5612 [nhearld@ioniacounty.org](mailto:nhearld@ioniacounty.org)

Supervisor: Jeremiah Wittenbach  
(616) 527-5617 [nhearld@ioniacounty.org](mailto:nhearld@ioniacounty.org)

FOIA Requests - 911 Records Only  
Form available at: <http://ioniacounty.org/foia>

Send or Email to:  
[CentralDispatch@ioniacounty.org](mailto:CentralDispatch@ioniacounty.org)

Belding Fire— <b>62</b>	YTD— 643
Berlin-Orange Fire— <b>24</b>	YTD— 308
Clarksville Fire— <b>11</b>	YTD— 138
Freeport Fire— <b>0</b>	YTD— 5
Hubbardston Fire— <b>7</b>	YTD— 55
Ionia Department Public Safety Fire— <b>83</b>	YTD— 763
Lake Odessa Fire— <b>34</b>	YTD— 345
Lyons-Muir Fire— <b>15</b>	YTD— 150
Orleans Fire— <b>17</b>	YTD— 152
Pewamo Fire— <b>16</b>	YTD— 107
Portland Fire— <b>17</b>	YTD— 155
Ronald Fire— <b>11</b>	YTD— 114
Roxand Fire— <b>2</b>	YTD— 15
Saranac Fire— <b>40</b>	YTD— 451
Sunfield Fire— <b>9</b>	YTD— 76
Life EMS— <b>489</b>	YTD— 4425
Portland EMS— <b>120</b>	YTD— 927
Animal Control— <b>48</b>	YTD— 394
Belding Police— <b>318</b>	YTD— 2516
Department of Natural Resources Law— <b>10</b>	YTD— 68
Ionia County Sheriff's Office— <b>837</b>	YTD— 7220
Ionia Department Public Safety Law— <b>453</b>	YTD— 3505
Lake Odessa Police— <b>278</b>	YTD— 1988
Michigan State Police— <b>730</b>	YTD— 4820
Portland Police— <b>233</b>	YTD— 1676

**IONIA COUNTY BOARD OF COMMISSIONERS**  
**BOARD OF COMMISSIONERS MEETING**  
**OCTOBER 10, 2023 – 3:00 P.M.**  
**101 WEST MAIN STREET**  
**IONIA, MICHIGAN**

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

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
  - A.
- VIII. New Business**
  - A. 2024 Budget Hearing
  - B. Adopt the 2024 Budget Resolution
  - C. Adopt the 2024 Road Department Budget Resolution
  - D. Approval of Resolution for MDOT Contract 23-5391 Clarksville-Keefer Project-John Niemela
  - E. Approval of Resolution for MDOT Contract 23-5380 Potters Road Project-John Niemela
  - F. Request Approval of 2024 MSU Extension Services-William Hendrian/Patrick Jordan
  - G. Request Approval of estimate for Courthouse and Administration Building windows to be cleaned inside and out-Patrick Jordan
  - H. Request signature on Contract Amendment No. 61.54-FY23.3 for Services to Older Adults-Carol Hanulcik
  - I. Request Approval of Proposed Changes to Employee Benefit Policy-Priscilla Walden
  - J. Request Approval of Proposed Changes to Leave of Absence Policies-Pricilla Walden
  - K. Request Approval of Proposed Changes to Travel Policy-Pricilla Walden
- IX. Department Reports**

**X. Reports of Officers, Boards, and Standing Committees**

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

**XI. Reports of Special or Ad Hoc Committees**

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

**XIII. Closed Session**

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- Economic Development Corporation/Brownfield Redevelopment Authority – Two- three-year terms.
- Central Dispatch-One-two-year Emergency Medical Representative and one-two-year Township Board Representative
- Solid Waste Planning Committee-one-two-year term serving as industrial waste generator representative, one-two year term serving as General Public Representative
- Area Agency on Aging of Western Michigan Advisory Council-one three year term

**Appointments for consideration in the month of October 2023:**

- Board of Canvassers
- Construction Board of Appeals
- Department of Human Services Board

**Appointments for consideration in the month of November 2023:**

- NONE

**IONIA COUNTY BOARD OF COMMISSIONERS  
BOARD OF COMMISSIONERS MEETING  
OCTOBER 17, 2023 – 3:00 P.M.  
101 WEST MAIN STREET  
IONIA, MICHIGAN**

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

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
  - A.
- VIII. New Business**
  - A. Reappointment to Ionia County Construction Board of Appeals
    - Gregg Yeomans, two year term
    - Nathan Sparague, two year term
    - Robert Cusack, two year term
    - Kamm Carpenter, two year term
    - Chris Bredice, two year term
  - B. Reappointment to Department of Human Services Board
    - Mel Haga, Three year term
  - C. Request to cancel Board of Commissioners meeting on December 26<sup>th</sup> and schedule a meeting on December 5<sup>th</sup> at 3p.m.-David Hodges
  - D. Request Approval of 2023 Apportionment Report- Anthony Meygaard
  - E. Resolution of Appreciation
  - F. Request Approval of the Health-Related Academic Program Affiliation Agreement-Chad Shaw
  - G. Request Approval of Substance Use Disorder Prevention Contractual Agreement-Chad Shaw
  - H. Request approval of AT&T Contract- Angela Srhel Vaho
- IX. Department Reports**

- A. Building Department
- B. Drains

**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)**

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**Appointments for consideration in the month of October 2023:**

- Board of Canvassers
- Construction Board of Appeals
- Department of Human Services Board

**Appointments for consideration in the month of November 2023:**

- NONE