



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

7:00 P.M. Monday, January 8, 2024

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order by Mayor Barnes</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:05 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:10 PM	V. <u>City Manager Report</u>	
7:20 PM	VI. <u>Presentations</u>	
	A. DDA Director Conner Wellman – Downtown Report	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:25 PM	A. First Reading of Ordinance 79B an Ordinance to Amend Chapter 38, Article II, Section 38-74 Entitle “Traffic Ticket; Notice of Violation; Content” of the Codified Ordinances of the City of Portland	
7:28 PM	B. Proposed Resolution 24-01 Accepting the Terms of the Michigan Recreation Passport Grant Program Development Project Agreement for the River Trail Park Renovation RP23-0063	Decision
7:30 PM	C. Proposed Resolution 24-02 Approving, Authorizing, and Directing the Mayor and Clerk to Sign MDOT Contract No. 23-5475 Related to the Kent Street Improvement Project	Decision
7:32 PM	D. Proposed Resolution 24-03 Approving the Purchase of a Circuit Breaker for the Grant Street Substation Project for the Electric Department	Decision
7:35 PM	E. Proposed Resolution 24-04 Approving Payment to F&V Construction Work Performed for the Wastewater Treatment Plant Project	Decision
7:38 PM	F. Proposed Resolution 24-05 Confirming the Mayor’s Appointment to City Boards and Commissions	Decision
7:40 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes and Synopsis of the Regular City Council Meeting held on December 18, 2023	

**Estimated
Time**

**Desired
Outcome**

- B. Payment of Invoices in the Amount of \$139,755.65 and Payroll in the Amount of \$225,687.53 for a Total of \$365,443.18
- C. Purchase Orders over \$5,000.00
 - 1. UIS Scada in the Amount of \$5,255.39 to Install and Troubleshoot Controller
 - 2. Pleune Service Company in the Amount of \$6,813.75 to Repair Bearings in a Cooling Tower
 - 3. MFCI in the Amount of \$25,275.00 for Bond Fees

XI. Communications

- A. Board and Commission Application – Brian Hass
- B. Board and Commission Application – Nick Sandborn
- C. Utility Billing Report – November 2023
- D. Water Department Report – December 2023
- E. Ionia County Central Dispatch Report – November 2023
- F. Ionia County Board of Commissioners Agenda for January 9, 2024
- G. MPSC Notice of Hearing – Consumers Energy
- H. MPSC Notice of Hearing - Consumers Energy

XII. Other Business – None

XIII. City Manager Comments

XIV. Council Comments

XV. Adjournment

7:42 PM

7:45 PM

7:50 PM

7:55 PM

Decision

**CITY OF PORTLAND
Ionia County, Michigan**

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

ORDINANCE NO. 79B

AN ORDINANCE TO AMEND CHAPTER 38, SECTION ARTICLE II, SECTION 38-74 ENTITLED “TRAFFIC TICKET; NOTICE OF VIOLATION; CONTENT” OF THE CODIFIED ORDINANCES OF THE CITY OF PORTLAND

The City of Portland Ordains:

Section 1. Amendment to Chapter 38, Article II, Sec. 38-74. That Chapter 38, Article II, Sec. 38-74 of the Codified Ordinances, City of Portland, Michigan is hereby retitled and amended to read in its entirety as follows:

Sec. 38-74. - Traffic tickets; violations as civil infractions; notice of violation; content.

- (a) Civil Infraction. Whoever violates any of the provisions of this Chapter shall be liable for a civil infraction and fine as provided in Sec. 38-75.
- (b) The issuance of a traffic ticket or notice of violation by a police officer of the city shall be deemed an allegation of a parking violation. Such traffic ticket or notice of violation shall indicate the length of time in which the person to whom the same was issued must respond before the parking violations bureau. It shall also indicate the address of the bureau, the hours during which the bureau is open, the amount of the fine scheduled for the violation for which the ticket was issued and advise that fines may increase and that vehicle impoundment may occur if such a person fails to respond within the time limited.
- (c) Impoundment. A vehicle parked in violation of this Chapter is hereby declared to be a nuisance which may be abated by any person authorized by this Code to enforce this Chapter by removing or causing said vehicle to be removed to the vehicle pound. The owner or operator of any vehicle which has been removed to the vehicle pound may have said vehicle released by paying all parking violation penalties presently outstanding against the vehicle, and all levies and costs of towing and storage and other impoundment expenses to the City of Portland, or the City of Portland’s towing contractor, if applicable.
- (d) Impoundment of Vehicles for Failure to Pay Civil Infractions Under This Chapter. If a vehicle is unattended and the registered owner of the vehicle has six (6) or more unpaid and outstanding civil infraction violations, all of which have been issued for a

violation of this Chapter, any person authorized by this Code to enforce this Chapter may cause said vehicle to be removed to the vehicle pound. The owner or operator of any vehicle which has been removed to the vehicle pound may have said vehicle released by paying all parking violation penalties presently outstanding against the vehicle, and all levies and costs of towing and storage and other impoundment expenses to the City of Portland, or the City of Portland's towing contractor, if applicable. There shall be no impoundment under this subsection from any private property.

Section 2. **Severability**. If any part of this Ordinance is declared void or inoperable for any reason by a court of competent jurisdiction, such declaration does not void any or render inoperable any other part of this Ordinance.

Section 3. **Repealer**. Any other ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 4. **Conflict**. Nothing in this Ordinance will be construed in such a manner so as to conflict with existing City ordinances, except as otherwise stated herein. Furthermore, nothing in the Ordinance shall be construed in such a manner so as to conflict with federal, or any law of the state of Michigan.

Section 5. **Effective Date**. The Ordinance shall be effective upon the expiration of the 10th day following the publication in a manner required by law.

The vote regarding the adoption of this Ordinance was the following:

Ayes:

Nays:

Absent:

Abstain:

ORDINANCE DECLARED ADOPTED.

James E. Barnes, Mayor

Monique I. Miller, City Clerk

Introduced: January 8, 2024

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 _____.

Dated: _____

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. 24-01

**A RESOLUTION ACCEPTING THE TERMS OF THE MICHIGAN
RECREATION PASSPORT GRANT PROGRAM DEVELOPMENT PROJECT
AGREEMENT FOR THE RIVER TRAIL PARK RENOVATION RP23-0063**

WHEREAS, the City of Portland previously submitted an application for a Recreation Passport Grant for renovation of the asphalt trail that starts at Bridge Street, continues adjacent to Thompson Field and Market Street, and concludes at Kent Street; and

WHEREAS, the City was successfully awarded the grant and the State requires the execution of Development Project Agreement, a copy of which is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED, THE PORTLAND CITY COUNCIL AGREES AS FOLLOWS:

1. To appropriate all funds necessary to complete the project during the project period and to provide the \$37,500.00 to match the grant authorized by the department.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the department for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: January 8, 2024

Monique I. Miller, City Clerk

CERTIFICATION

STATE OF MICHIGAN)) ss.
COUNTY OF IONIA)

I, Monique I. Miller, the duly qualified and acting Clerk of the City of Portland, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on January 8, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 8th day of January, 2024.

Monique I. Miller, City Clerk



MICHIGAN RECREATION PASSPORT GRANT PROGRAM
DEVELOPMENT PROJECT AGREEMENT

This Agreement is between City of Portland in the county of Ionia County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT."

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: River Trail Park Renovation Project #: RP23-0063
Amount of grant: \$112,500.00 75% PROJECT TOTAL: \$150,000.00
Amount of match: \$37,500.00 25%
Start Date: Date of Execution by the DEPARTMENT End Date: 03/31/2026

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 03/01/2024 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By: _____

Title: _____

Date: _____

DUNS Number

CV0048464 _____

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/DNR-grants. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

Recreation Passport Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **RP23-0063** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed .
3. The time period allowed for project completion is from **01/01/2024** through **03/31/2026**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the legal description and as identified on the boundary map in MiRecGrants.
5. The words "project facilities" shall mean the following individual components, as further described in the application:

- Trail 8' wide or more
- Picnic Table(s)
- Bench(es)
- Recycle Bin(s)
- Trees

6. The DEPARTMENT will:

- a. grant the GRANTEE a sum of money equal to **Seventy-Five percent (75%) of One Hundred and Fifty Thousand dollars (\$150,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **One Hundred and Twelve Thousand Five Hundred dollars (\$112,500.00)**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Seventy-Five percent (75%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RGP plaque in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Thirty-Seven Thousand Five Hundred dollars (\$37,500.00)** in local match. This sum represents **Twenty-Five percent (25%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. All projects with a total project cost of \$15,000 or greater GRANTEE shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime

Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

- ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; and the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended; 2013 Access Boards Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of **20** years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual

permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. The size, color and design of this sign shall be in accordance with DEPARTMENT specification.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the RPGP sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2024** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. submit a progress report every 180 days during the project period.
 - b. submit complete requests for partial reimbursement when the GRANTEE is eligible to

request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, the request reimbursement should be submitted for entire amount at completion of the project.

- c. submit a complete request for final reimbursement within **90 days of project completion and no later than 6/30/2026**. If the GRANTEE fails to submit a complete final request for reimbursement by **6/30/2026**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior authorization from the DEPARTMENT before adding, deleting, or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
 11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
 12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
 13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
 14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
 - a. the GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
 - b. approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. the GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. the GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. the DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not

have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. it is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. if any portion of the project area is a facility, documentation that Department of Environmental, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,:
 - a. terminate this Agreement; and/or
 - b. withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. withhold action on all pending and future grant applications submitted by the GRANTEE under the RGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
 - d. require repayment of grant funds already paid to GRANTEE.
 - e. require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding; upon request by the GRANTEE; or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this

Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
34. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT.
35. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
36. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-02

**A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE
MAYOR AND CLERK TO SIGN MDOT CONTRACT No. 23-5475
RELATED TO THE KENT STREET IMPROVEMENT PROJECT**

WHEREAS, the City of Portland was awarded funding through the MDOT Small Urban Program and Transportation Alternatives Program to make improvements to Kent Street (the Project); and

WHEREAS, the Michigan Department of Transportation (MDOT) administers Federal Surface Transportation Funds on behalf of the Federal Highway Administration (FHWA) for projects located in Michigan; and

WHEREAS, MDOT requires that the parties enter a written agreement for the purpose of fixing the rights and obligations of the parties with respect to the Project, a copy of which is attached as Exhibit A; and

WHEREAS, City Engineers have reviewed the proposed agreement, a copy of which is attached as Exhibit A, and advised that it is a standard MDOT Agreement and that there is no reason not to sign it.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes, and directs the Mayor, James E. Barnes, and the Clerk, Monique I. Miller to sign MDOT Contract No. 23-5475 related to the Kent Street Improvement Project, 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: January 8, 2024

Monique I. Miller, City Clerk

CERTIFICATION

STATE OF MICHIGAN)) ss.
COUNTY OF IONIA)

I, Monique I. Miller, the duly qualified and acting Clerk of the City of Portland, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on January 8, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 8th day of January, 2024.

Monique I. Miller, City Clerk

TAP, STP

	DA
Control Section	STUL 34000; TAL 34000
Job Number	209474CON; 217936CON
Project	23A0992; 23A1026
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5475

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PORTLAND, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Portland, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 30, 2023, attached hereto and made a part hereof:

PART A – STUL 34000; JOB #209474CON – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction along Kent Street from Academy Street to Grand River Avenue, including grading, aggregate base, storm sewer and permanent pavement markings; and all together with necessary related work.

PART B – STUL 34000; JOB #209474CON – NO FEDERAL PARTICIPATION

Water main and sanitary sewer along the limits as described in PART A; and all together with necessary related work.

PART C – TAL 34000; JOB #217936CON – FEDERAL PARTICIPATION

Concrete sidewalk, bump-outs, curb and gutter along Kent Street from Academy Street to Grand River Avenue, including subbase, utility trenching, permanent signing, decorative sign posts and permanent pavement markings, landscaping and appurtenances; and all together with necessary related work.

PART D – TAL 34000; JOB #217936CON – NO FEDERAL PARTICIPATION

Preconstruction video survey along the limits as described in PART C; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM
TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:
- A. At no cost to the PROJECT
 - (1) Design or cause to be designed the plans for the PROJECT.
 - (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
 - B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
 - C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$415,602, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$322,800, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART D

The PART D portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility

constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY

is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State

of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PORTLAND

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



EXHIBIT I

CONTROL SECTION STUL 34000; TAL 34000
 JOB NUMBER 209474CON; 217936CON
 PROJECT 23A0992; 23A1026

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>PART D</u>	<u>TOTAL</u>
Estimated Cost	\$842,000	\$651,500	\$670,500	\$ 2,000	\$2,166,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$842,000	\$651,500	\$670,500	\$ 2,000	\$2,166,000
Less Federal Funds*	<u>\$415,602</u>	<u>\$ 0</u>	<u>\$322,800</u>	<u>\$ 0</u>	<u>\$ 738,402</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$426,398	\$651,500	\$347,700	\$ 2,000	\$1,427,598

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-03

**A RESOLUTION APPROVING THE PURCHASE OF A CIRCUIT
BREAKER FOR THE GRANT STREET SUBSTATION PROJECT FOR
THE ELECTRIC DEPARTMENT**

WHEREAS, the City of Portland, through its Electric Department, is in the process of building a new substation for the City's electrical system and has retained the services of Theka Engineering Associates, Inc. to assist with the bidding process on various critical components; and

WHEREAS, Theka Engineering is recommending the purchase of a competitively bid circuit breaker voltage regulator from Meiden America Switchgear in the amount of \$95,900.00, a copy of the recommendation and quote are attached as Exhibit A; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation from Theka Engineering to purchase a circuit breaker in the amount of \$95,900.00, a copy of the recommendation and quote are attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: January 8, 2024

Monique I. Miller, City Clerk

12/1/2023

Todd Davlin
CITY OF PORTLAND MI

RE: Grant St. Substation – 72.5kV Circuit Breaker Recommendation

Dear Mr. Davlin:

Theka Associates have reviewed the bids submitted by several HV circuit breaker manufacturers for your substation. We have carefully evaluated the proposals and have arrived at recommendations for procurement of this equipment.

The below bids were received for supply of (1) 72.5kV circuit breaker per a technical specification:

- Meiden America (Vacuum) - \$95,900, 38-44wks ARO, 60mo Warranty
- GE (SF6) - \$103,500 86-90wks ARO, 12mo Warranty
- Siemens Energy (SF6) - \$111,626, 65-70wks ARO, 12mo Warranty

The proposed breaker from Meiden America is vacuum technology while those from GE and Siemens are SF6. While the vacuum breaker is physically larger in size, it does not use SF6 gas which is an environmental concern and an additional maintenance item. For (2) otherwise identical circuit breakers, and where space was not a concern, Theka would recommend a vacuum breaker over an SF6 breaker.

Additionally, the Meiden breaker has a lower price, shorter lead time, and longer warranty than both SF6 breakers.

Technically, the Meiden breaker specifications match the project requirements. The only deviation from the other (2) breakers is that the metering CTs are high accuracy rating compared to very high accuracy for the GE and Siemens breakers. It is Theka's opinion that the high accuracy CTs are sufficient for this application.

For the above reasons Theka recommends the purchase of the Meiden vacuum breaker for the Grant St. Substation project.

Please let me know if you have any questions or require any further information. Please see excel evaluation matrix for detailed comparison.

Sincerely,

THEKA ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Ryan Caauwe', is positioned below the typed name.

Ryan Caauwe
Senior Engineer

cc: Mike Cannady, P.E.



MEIDEN AMERICA SWITCHGEAR

November 28th, 2023

Attn: Todd Davlin

RE: City of Portland MI; Grant ST Substation

Meiden America Switchgear, Inc. (MAS) sincerely thanks you for the opportunity to respond to the subject RFQ with our quote number **E1123196**. Our environmentally friendly 69kV vacuum circuit breaker does not require the use of SF₆ gas even where locations experience temperatures below -30 degrees C. Because dry air is used for insulation, no special equipment is needed for installation and no internal maintenance is ever required.

Proposal based on specifications and bid documents for City of Portland, MI; Grant ST Substation; Request for bid 72.5kV SF6 Circuit Breaker.

Item description:

Item #1 (1) 72.5kV, 40kA, 1200A (Actual Rating – 72.5kV-40kA-2000A) dry air insulated, dead tank vacuum circuit breaker, model MAS7242, with 3-cycle operation, 125VDC control voltage & 120VAC/125VDC motor voltage, porcelain bushings, NEMA 3R control cabinet, Non-ASME tank, (9) 1200:5 BCTs with C800 accuracy class and TRF =2 & **(3) 300:5 SRBCTs w/ 0.3B0.5 metering accuracy and TRF = 2.**

Accessories: Pricing includes Dry Air regulator and hose assembly, Dry Air bottle for filling to operating pressure, manual charge handle, manual operating device, provisions for Doble Type MV motion velocity travel analyzer.

Price and Payment:

Item #1 \$95,900 each. Pricing is in USD.

No sales or use taxes are included. Duties and freight are included.

Payment terms: N-30

Validity: Bid validity is December 31st, 2023

Approval Drawings: Will be submitted to owner within 4-6 weeks after receiving purchase order.

Delivery: 34-38 weeks after approvals are released for manufacturing and delivery date to be confirmed at time of order based on factory load. Pricing includes delivery to the location via flatbed and point of shipment will be Gray Court, SC.

Warranty: 66 months from date of shipment, or 60 months from date of installation, whichever occurs first.

Field Service Rates: Technical supervision/assistance and onsite training - \$8,710 per day. Any additional and consecutive days on site will be billed at a daily rate of \$2,210. Airfare, car rental & accommodation are included in per day rate. There are additional costs associated with equipment. We do not require equipment rental and are happy to work with the customer to utilize their test equipment. Our equipment rates are in the following table.

<u>Equipment Rates</u>			
Description	\$ Weekly	Daily	Hourly
Breaker timing analyzer*	\$2,000	\$400	\$50
Ductor*	\$500	\$100	\$13
Megger*	\$500	\$100	\$13
Hipot (up to 22kv)	\$3,500	NA	NA
Generator	\$2,000	\$400	\$50
Vacuum Pump	\$6,000	\$1,200	\$150
Air Purity Analyzer	\$500	\$100	\$13
Helium Leak Detector	\$1,500	\$300	\$38
DC Power Supply*	\$3,200	NA	NA
<p>Items marked with * are required for MAS Standard Commissioning. Rental Hipot, and DC Power Supply has a minimum of 1 week rental. All pricing current as of September 2023 and may be subject to change at time of quotation.</p>			

Section 2.8 Recommended Spare Parts:

- Trip Coil (Part # 31-DDA33632-2) - \$350.00/each
- Close Coil (Part # 31-DDA41510-2) \$350.00/each
- Charging Motor (Part # 31-MDAF31092-1) \$650.00/each

Exceptions & Clarifications:

Section 2.2 Circuit Breaker Design: Meiden is offering includes a Dead Tank, Vacuum Circuit Breaker utilizing dry air as an insulation medium.

Section 2.3.D Bushings – Clarification: The dry withstand voltage @ operating frequency for bushings is 160 V, rms.

Section 2.8.C Spare Parts: Meiden’s 72.5kV vacuum circuit breaker utilizes cast aluminum tank, NEMA 3R non-corrosive marine grade control cabinet and hot-dipped galvanized frames. Meiden takes exception to any exterior or interior painting of the vacuum circuit breaker’s surfaces and touch paint will not be provided.

Terms & Conditions: Based on mutually agreed terms between Meiden America Switchgear & City of Portland, MI.

Should you have any questions or need additional information regarding this dry air insulated design, please find my contact information below.

We look forward to working with you soon.

Best regards,

Paul Masterson
National Sales Manager -VCB Sales
Meiden America Switchgear, Inc.
C 404.518-2393
O 864-601-9099

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-04

**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 \$366,324.66, 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 \$366,324.66, 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: January 8, 2024

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.:	2213
DESIGN-BUILDER:	F&V Construction 2960 Lucerne Drive SE Grand Rapids, MI 49546			Application No.:	23
				Application Date:	December 22, 2023
				Period to:	December 31, 2023
				FVC Proj No.:	1221
				Contract Date:	December 23, 2021

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY

Change Orders Approved	ADDITIONS	DELETIONS
Change Order No. 1	\$ 28,649.69	\$ -
Change Order No. 2	\$ 14,723.00	\$ -
Change Order No. 3	\$ 6,836.00	\$ -
TOTALS	\$ 50,208.69	\$ -
Approved this Month		
TOTALS	\$ -	\$ -
Net Change by Change Orders	\$ 50,208.69	\$ -

1. ORIGINAL CONTRACT SUM	\$ 12,750,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 50,208.69
3. ADJUSTED CONTRACT SUM TO DATE (Line 1 + Line 2)	\$ 12,800,208.69
4. TOTAL COMPLETED & STORED TO DATE	\$ 10,486,101.10
5. RETAINAGE	\$ 650,771.02
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 9,835,330.08
7. LESS PREVIOUS PAYMENTS	\$ 9,469,005.42
8. CURRENT PAYMENT DUE	\$ 366,324.66
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 4 + Line 5)	\$ 2,964,878.61

AMOUNT CERTIFIED

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

\$ 366,324.66

DESIGN-BUILDER:

By: *Coley Taylor*

Date: 12/22/2023

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

APPROVALS:

By: _____

CITY OF PORTLAND

Date: _____

CERTIFICATE FOR PAYMENT

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

Payment Application No. 23

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	\$ (17,421.00)	\$ 1,539,619.00	\$ 1,322,911.40	\$ 11,000.00	\$ 1,333,911.40	\$ 205,707.60	87%
C2	Concrete	\$ 684,595.00	\$ 3,534.00	\$ 688,129.00	\$ 387,000.00	\$ -	\$ 387,000.00	\$ 301,129.00	56%
C3	General Trades	\$ 656,125.00	\$ 49,589.00	\$ 705,714.00	\$ 496,000.00	\$ 29,000.00	\$ 525,000.00	\$ 180,714.00	74%
C4	Painting	\$ 210,568.00	\$ 12,158.00	\$ 222,726.00	\$ 149,579.00	\$ 7,000.00	\$ 156,579.00	\$ 66,147.00	70%
C5	Mechanical	\$ 4,527,209.20	\$ 44,434.19	\$ 4,571,643.39	\$ 3,931,734.64	\$ 163,177.46	\$ 4,094,912.10	\$ 476,731.29	90%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ 22,279.00	\$ 1,095,016.00	\$ 905,358.40	\$ 80,896.20	\$ 986,254.60	\$ 108,761.40	90%
C7	Biosolids Storage Tank	\$ 488,780.00	\$ -	\$ 488,780.00	\$ 488,780.00	\$ -	\$ 488,780.00	\$ -	100%
C8	Sanitary Sewer Improvements (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C9	Cured-in-Place Pipe (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C10	River Crossing (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C11	Masonry	\$ 225,000.00	\$ -	\$ 225,000.00	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	100%
C12	Concrete Demo (Included in C1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C13	Owner's System Integrator WWTP	\$ 49,900.00	\$ -	\$ 49,900.00	\$ 18,500.00	\$ 4,000.00	\$ 22,500.00	\$ 27,400.00	45%
	Owner's System Integrator Lift Stations	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	0%
	General Conditions	\$ 313,700.00	\$ -	\$ 313,700.00	\$ 239,000.00	\$ 16,000.00	\$ 255,000.00	\$ 58,700.00	81%
	Design-Builder's Fee	\$ 831,800.00	\$ 3,933.00	\$ 835,733.00	\$ 688,913.00	\$ 26,251.00	\$ 715,164.00	\$ 120,569.00	86%
	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	\$ 527,000.00	\$ 29,000.00	\$ 556,000.00	\$ 233,800.00	70%
	Design-Builder's Contingency	\$ 602,745.80	\$ (71,797.50)	\$ 530,948.30	\$ -	\$ -	\$ -	\$ 530,948.30	0%
	Contract Total	\$ 12,750,000.00	\$ 50,208.69	\$ 12,800,208.69	\$ 10,119,776.44	\$ 366,324.66	\$ 10,486,101.10	\$ 2,314,107.59	82%

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-05

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENTS TO
CITY BOARDS AND COMMISSIONS**

WHEREAS, City Council has established guidelines for appointments to City Boards and Commissions pursuant to Council Policy 96-1; and

WHEREAS, the Mayor has reviewed the applications for the various City Boards and Commissions and, in accordance with Council Policy 96-1, requests that the Council confirm the following appointments:

Board of Review

-Doug Logel to a term expiring December 31, 2026

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council confirms the Mayor's appointments as set forth above.
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: January 5, 2024

Monique I. Miller, City Clerk



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, December 18, 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; Police Chief Thomas

Absent: Council Member Fitzsimmons

Guests: Kathy Parsons

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

Motion by VanSlambrouck, supported by 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 stated Holidayfest, held on Saturday, December 9, 2023, was a great event for the community. He thanked Tim Fuller and the downtown business owners for facilitating and participating in the building lighting that was synchronized to music.

City Manager Gorman addressed concerns expressed that the Police Department did not lead the light parade. They were unable to participate in the parade due to staffing issues and police-related duties.

Mayor Barnes thanked Chief Thomas for her efforts in running the Police Department and noted his understanding of the difficulties involved with that duty.

City Manager Gorman clarified the confusion regarding the Redevelopment Liquor License approved by Council at its last meeting with Resolution 23-84. The proposed liquor license was presumed to be for the existing Don Jose Mexican Grill located at 117 E. Grand River Ave. with the address in error as 111 E.

Grand River Ave. It has been determined the liquor license is in fact for the property at 111 E. Grand River Ave. and the owner will be redeveloping the property with plans to open this time next year.

Consumers Energy will begin upgrades to its gas infrastructure ahead of the Kent Street Improvement Project. This project will kick off around January 8th.

The City of Portland was awarded \$112,000.00 (with a \$37,500 match) through the DNR Passport Grant for repairs to the River Trail. Repairs will take place from Bridge Street along Thompson Field and Market Street to Kent Street. Portland was awarded the highest number of points of all applicants.

City Manager Gorman provided a synopsis of the significant projects that have taken place in the past and in 2023 and those yet to come in 2024 and 2025. He further thanked Council and staff for their leadership and hard work.

There were no Presentations.

Under New Business, the Council held the Second Reading and considered Ordinance 180B for a Consumers Energy Gas Franchise.

Motion by VanSlambrouck, supported by Sheehan, to approve Ordinance 180B for a Consumers Energy Company Gas Franchise Ordinance.

Yeas: VanSlambrouck, Sheehan, Johnston, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council considered Resolution 23-89 to approve energy purchases through the Michigan Public Power Agency to secure electric power and energy for present and future needs.

Motion by Sheehan, supported by Johnston, to approve Resolution 23-89 approving energy purchases through the Michigan Public Power Agency.

Yeas: Sheehan, Johnston, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

The Council approved Resolution 23-90 to amend the Budget for Fiscal Year 2023-2024.

Motion by Johnston, supported by Sheehan, to approve Resolution 23-90 to amend the Budget for Fiscal Year 2023-2024.

Yeas: Johnston, Sheehan, 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 December 4, 2023, payment of invoices in the amount of \$149,047.97 and payroll in the amount of \$163,163.74 for a total of \$312,211.71. Purchase orders to VC3, Inc. in the amount of \$7,173.00 for firewall and subnet expansion, and Dickinson Wright in the amount of \$24,500.00 for electric bond counsel fees and expenses were included.

Yeas: VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

City Council Minutes – December 18, 2023

Absent: Fitzsimmons
Adopted

Under City Manager Comments, City Manager Gorman reminded residents loose leaf pickup ended on Monday, December 4, 2023. Leaves should now be placed in yard waste bags and left at the curb or can be taken to the compost pile at Bogue Flats.

Trash contains should not be placed in street but should always be placed in the driveway or curb lawn area.

City Manager Gorman noted the City Council Goal Session to kickoff the Fiscal Year 2024-2025 budget process will be held at the end of January.

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck wished everyone a Merry Christmas and a Happy New Year.

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

Yeas: Johnston, Sheehan, VanSlambrouck, Barnes

Nays: None

Absent: Fitzsimmons

Adopted

Meeting adjourned at 7:23 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the December 18, 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; Police Chief Thomas

Absent – Council Member Fitzsimmons

Second Reading and Consideration of Ordinance 180B for a Consumers Energy Gas Franchise.

All in favor. Adopted.

Approval of Resolution 23-89 approving energy purchases through the Michigan Public Power Agency.

All in favor. Adopted.

Approval of Resolution 23-90 to amend the Budget for Fiscal Year 2023-2024.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:23 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
MOYER CONSTRUCTION	00316	SIDEWALK, CURB REPAIR - WATER	800.00
KEUSCH TIRE & AUTO	00228	TIRE DISPOSAL - MTR POOL	15.00
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	553.00
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND PAY DEC 2023 - ASSESSOR	1,630.83
NICK LEFKE	00735	APPOINTED OFFICIAL - ELECTRIC	150.00
ROBERT BALDYGA	01636	APPOINTED OFFICIAL - ELECTRIC	150.00
ALBERTA, TED	02490	APPOINTED OFFICIAL - ELECTRIC	150.00
PORTLAND AREA FIRE AUTHORITY	02128	3RD QRT FIRE SVCS JAN-MAR 2024- COM PROMO	31,682.90
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	7,960.00
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
DAN SOWLES	02724	CELL PHONE REIMB - AMB	40.00
VC3 INC.	02745	BATTERY BACKUP - GEN	499.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	325.83
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	3,866.00
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	1,309.00
AMERIGAS -5248	00398	PROPANE TANK - CEM	187.77
BEAR PACKAGING & SUPPLY, INC.	00044	TRASH BAGS - PARKS	173.04
USA BLUEBOOK	01850	SUPPLIES - WW	435.90
FAMILY FARM & HOME	01972	SUPPLIES - WW	271.77
FAMILY FARM & HOME	01972	SUPPLIES - WW	41.96
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	63.33
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	272.73
PRINTING SYSTEMS, INC.	00375	INCOME TAX FORMS, W-2, 1096, W-3 - INCOME TAX,	261.28
LOOMIS, EWERT, PARSLEY, DAVIS, &	G02715	LEGAL SVCS - POLICE	287.00
OUDBIER INSTRUMENT CO	02568	TROUBLESHOOT RAS VFD FAULT - WW	552.75
ALT PRINTING CO.	02712	YOUTH BBALL JERSEYS - REC	1,202.00
E J EQUIPMENT, INC.	02714	EAST JORDAN HYD - WATER	3,596.68
AMERIGAS -5248	00398	PROPANE REFILL - CEM	2,376.14
CINTAS	00083	SAFETY CABINET REFILL - MTR POOL	36.09
FAMILY FARM & HOME	01972	SAW & BLADES - MTR POOL	223.08
JOHN DEERE FINANCIAL	01818	CUTTING EDGE/BOLTS - MTR POOL	492.58

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MIDWEST DIAL TONE LLC	02813	MONTHLY PHONE BILLING - GEN	676.30
GROSS MACHINE SHOP	00180	REPAIR BALLFIELD GROOMER - PARKS	205.28
CINTAS	00083	MEDICAL CABINET REFILL - ELECTRIC	63.54
CINTAS	00083	MEDICAL CABINET REFILL - ELECTRIC	25.77
FAMILY FARM & HOME	01972	TRAILER JACK - ELECTRIC	389.95
MENARDS	00260	PARADE CANDY - ELECTRIC	260.52
MICHIGAN STATE POLICE	00275	TOKEN FEE X2 - POLICE	66.00
CULLIGAN	02130	WATER 4X - POLICE	23.00
MUNICIPAL SUPPLY CO.	00324	SALT SPREADER - ELECTRIC	145.00
PLEUNE SERVICE COMPANY INC.	00741	COOLING TOWER FAN REPAIR - ELECTRIC	6,813.75
CULLIGAN	02130	WATER X4 CITY HALL - GEN	30.00
VISCO	00793	GLOBE - ELECTRIC	1,325.00
ALTEC INDUSTRIES, INC.	00016	BUCKET/DIGGER MAINTENANCE - ELECTRIC	1,500.91
SELBY LAWN CARE	02736	FALL CLEAN UP - ELECTRIC	505.00
THEKA ASSOCIATES ENGINEERING, INC.	02557	BATTERY FOR THE DAM - ELECTRIC	910.00
REED & HOPPES, INC.	00390	EQUIPMENT REPAIR - ELECTRIC	72.00
RESCO	00392	TRANSFORMER SAFETY LABELS - ELECTRIC	1,594.65
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	465.64
UIS SCADA	00462	SOFT START INSTALL - WATER	5,255.39
PAMA	01370	100% CONT TO PAMA, PAINT SLEEPING AREA - COM PF	3,816.18
CAPITAL ASPHALT LLC	02578	UPM COLD PATCH - MAJ, LOC STS	759.00
CMP DISTRIBUTORS INC.	01745	BALLISTIC VEST SMITH - POLICE	854.00
ACTIVE 911, INC.	MISC	SUBSCRIPTION FEE - AMB	300.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	278.58
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	1,292.29
DAN SOWLES	02724	SUPPLIES REIMB - AMB	352.83
DAN SOWLES	02724	SUPPLIES REIMB - AMB	148.67
STAR THOMAS	01654	SUPPLIES, POSTAGE REIM - POLICE	41.59
STAR THOMAS	01654	FLASH DRIVES REIM - POLICE	29.14
PREMIER SAFETY	02465	MULTIGAS REV MAINT - WATER	241.60
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	875.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
S&K PRINTING	00400	PARKING TICKETS - POLICE	100.00
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	632.00
CULLIGAN	02130	12 MONTH COOLER RENTAL CITY HALL - GEN	136.80
PURITY CYLINDER GASES, INC.	00380	QRTLY CYLINDER RENTAL - AMB	359.73
USA BLUEBOOK	01850	MICROSCOPE - WW	3,471.25
CULLIGAN	02130	COOLER RENTAL - WW	15.00
CULLIGAN	02130	WATER X1 - WW	17.00
SPARROW IONIA OCCUP HEALTH SERVICE	02275	PHYSICAL DOT T KRIZOV - ELECTRIC	100.00
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	200.00
CULLIGAN	02130	WATER X1 CITY HALL - GEN	9.00
PAMA	01370	100% CONT TO PAMA PAINT SLEEPING AREA - COM PRC	375.00
DICKINSON WRIGHT PLLC	02244	LEGAL SERVICES - GEN, WW, ELECTRIC, ECON DEV	2,432.00
UPS	02587	SHIPPING PREMIER SAFETY - WATER	9.11
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	1,030.12
STAPLES BUSINESS CREDIT	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	605.81
ACTION PLUMBING & MECHANICAL	01239	REPAIR SUMP PUMP ALARM CRACKED PIPE - CITY HALL	159.05
GRANGER	00175	STREET SWEEPING/LANDFILL CHRG - MAJ STS	726.95
SELBY LAWN CARE	02736	LEAF CLEAN UP DAM - ELECTRIC	350.00
FAMILY FARM & HOME	01972	HARDWARE/SUPPLIES - ELECTRIC	80.27
B&W AUTO SUPPLY, INC.	00030	VAR PURCHASES - VAR DEPTS	943.03
GRANGER	00175	REFUSE - ELECTRIC	93.00
GRANGER	00175	REFUSE- POLICE, COM PROMO	93.00
PURITY CYLINDER GASES, INC.	00380	QRTLY CYLINDER RENT - MTR POOL	271.50
MFCI, LLC	02765	BOND FEES - ELECTRIC	25,275.00
HUNTINGTON NATIONAL BANK	MISC	ADMIN FEE ACCT# 3584316009 - ELECTRIC	500.00
OUDBIER INSTRUMENT CO	02568	ANNUAL CALIBRATION - WW	675.00
RESCO	00392	SUPPLIES/PARTS - ELECTRIC	1,119.90
CORRIGAN OIL CO, NO. 11	02693	DIESEL FOR GENERATOR - ELECTRIC	2,811.26
RESCO	00392	WIRE COMM PEDESTAL - ELECTRIC	1,290.60
WAGON WHEEL	00794	DEC 2023 SAFETY MEETING - VAR DEPTS	700.20
HAVILAND PRODUCTS COMPANY	02850	FERRIC CHLORIDE TOTES DEP - WW	4,930.33

Date: 01/04/24

CITY OF PORTLAND INVOICE REGISTER

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VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	488.88
MUNICIPAL SUPPLY CO.	00324	MISS DIG SUPPLIES - ELECTRIC	275.20
MUNICIPAL SUPPLY CO.	00324	FERNCO COUPLING - ELECTRIC	73.52
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	443.90
Total:			\$139,755.65

**BI-WEEKLY
WAGE REPORT
January 8, 2024**

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.	15,374.82	165,086.57	12,953.99	59,234.09	28,328.81	224,320.66
ASSESSOR		-		-	-	-
CEMETERY	3,266.81	62,814.71	2,451.85	17,934.85	5,718.66	80,749.56
POLICE	19,586.15	249,507.88	18,502.85	82,747.42	38,089.00	332,255.30
CODE ENFORCEMENT	46.39	771.55	3.58	66.98	49.97	838.53
PARKS	1,961.43	52,035.17	1,800.57	9,578.00	3,762.00	61,613.17
INCOME TAX	2,476.46	34,577.09	3,518.39	12,427.32	5,994.85	47,004.41
MAJOR STREETS	3,640.19	52,613.69	5,770.13	24,259.56	9,410.32	76,873.25
LOCAL STREETS	3,908.62	51,334.29	6,756.30	24,910.42	10,664.92	76,244.71
RECREATION	1,825.67	21,575.78	1,992.29	7,109.33	3,817.96	28,685.11
AMBULANCE	23,904.24	272,889.20	16,407.25	70,687.08	40,311.49	343,576.28
DDA	2,511.40	36,122.38	473.92	6,722.00	2,985.32	42,844.38
ELECTRIC	22,711.04	299,333.57	19,748.79	103,394.23	42,459.83	402,727.80
WASTEWATER	9,901.51	140,846.41	5,914.41	39,558.04	15,815.92	180,404.45
WATER	6,657.42	95,870.29	8,417.15	38,776.56	15,074.57	134,646.85
MOTOR POOL	1,383.71	11,774.83	1,820.20	4,808.43	3,203.91	16,583.26
TOTALS:	119,155.86	1,547,153.41	106,531.67	502,214.31	225,687.53	2,049,367.72

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 01/03/2024
MEETING DATE 01/08/2024

Fund	Description	Beginning Balance 12/14/2023	Total Cash in	Total Cash out	Cash Balance 01/08/2024	Time Certificates	Ending Balance 01/08/2024
101	GENERAL FUND	2,305,612.49	253,093.34	(230,092.30)	2,328,613.53	218,908.00	2,547,521.53
105	INCOME TAX FUND	256,047.74	48,383.79	(55,779.95)	248,651.58	10,000.00	258,651.58
150	CEMETERY PERPETUAL CARE FUND	65,557.51	-	-	65,557.51		65,557.51
202	MAJOR STREETS FUND	427,365.26	42,512.79	(21,977.73)	447,900.32		447,900.32
203	LOCAL STREETS FUND	178,611.81	17,434.62	(19,935.86)	176,110.57		176,110.57
208	RECREATION FUND	35,811.80	2,725.14	(10,544.90)	27,992.04		27,992.04
210	AMBULANCE FUND	199,332.89	27,744.30	(68,946.47)	158,130.72		158,130.72
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	705,916.06	3,491.66	(7,883.32)	701,524.40		701,524.40
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	19,343.05	12,592.00	(16,504.32)	15,430.73		15,430.73
582	ELECTRIC FUND	2,369,519.23	7,927,831.49	(4,263,089.00)	6,034,261.72	468,768.00	6,503,029.72
590	WASTEWATER FUND	200,639.64	1,777,233.43	(1,738,833.91)	239,039.16		239,039.16
591	WATER FUND	432,071.37	73,351.61	(43,315.83)	462,107.15	407,700.00	842,087.18
661	MOTOR POOL FUND	195,253.88	14,410.13	(13,305.83)	196,358.18		196,358.18
703	CURRENT TAX FUND	108,915.54	563,553.75	(119,550.72)	552,918.57		552,918.57
	TOTAL - ALL FUNDS	7,503,360.52	10,764,358.05	(6,609,760.14)	11,657,958.43	1,105,376.00	12,735,614.46
					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 *
	*Customer Deposit Breakdown				PERPETUAL CARE CD	130,000.00	130,000.00
	Electric	128,000.00			INCOME TAX SAVINGS	2,244,886.09	2,244,886.09
	Wastewater	21,000.00			ELECTRIC-PRIN & INT ESCROW	80,604.71	80,604.71
					ELECTRIC- GOLT BOND RESERVE 23	-	-
	Water	21,000.00			WASTEWATER DEBT ESCROW	267,019.55	267,019.55
		<u>170,000.00</u>			WASTEWATER REPAIR ESCROW	344,848.31	344,848.31
					WASTEWATER 2022 BOND RESERVE	243,400.79	243,400.79
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	35,119.97	35,119.97
							<u>16,875,458.10</u>



PURCHASE ORDER

INV. 530372360

P.O. 13086

City of Portland

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

VENDOR UIS Scuder
2290 Bishop Circle East
Dexter, MI 48130

DATE: 1-2-24

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Soft Start Install			1701.00
Trouble shoot Controller	591-441-936		3554.39
DEPARTMENT HEAD (UP TO \$500) <u>Rodney D. Snow Jr.</u>		TOTAL	5,255.39

MD
Treasurer Initials

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



PURCHASE ORDER

City of Portland

P.O. 13937

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

VENDOR Pleune Service
Company

DATE: 12/15/23

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<i>Cooling tower fan repair bearing</i>	<i>587.539.931</i>		<i>\$6,813.75</i>
DEPARTMENT HEAD (UP TO \$500) <i>[Signature]</i>		TOTAL	<i>\$6,813.75</i>

[Signature]
Treasurer Initials

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

Invoice



750 HIMES STREET SE
 GRAND RAPIDS, MI 49548
 Phone: (616)243-5434

Invoice Date: 12/6/2023
Invoice No.: 166226
Work order No.: 87993
Quote #:

Bill to: PORTLAND CITY HALL
 259 KENT ST
 PORTLAND, MI 48875
 ATTENTION : ACCOUNTS PAYABLE

Service at: PORTLAND ELECTRIC DISTRIBUTION
 723 E GRAND RIVER AVE
 PORTLAND, MI 48875

Customer ID: 8069

Terms: NET 30

PO Number:

Item	Description	Service Item	Quantity	Unit Price	Amount
Labor					
	10/27/2023 PHELPS; EARL		2.00	110.00	220.00
	10/30/2023 PHELPS; EARL		2.50	110.00	275.00
	11/1/2023 PHELPS; EARL		8.00	110.00	880.00
	11/1/2023 PHELPS; EARL		0.50	110.00	55.00
	11/1/2023 LAMANCUSA; ANTONIO		8.00	110.00	880.00
	11/1/2023 LAMANCUSA; ANTONIO		1.50	110.00	165.00
	11/2/2023 LAMANCUSA; ANTONIO		2.50	110.00	275.00
	11/2/2023 PHELPS; EARL		2.50	110.00	275.00
<i>Labor Subtotal</i>					3,025.00
Miscellaneous					
	TRIP CHARGE		1.00	60.00	60.00
	Bearing assembly		1.00	3,421.60	3,421.60
	Oil		1.00	103.20	103.20
	Belts		2.00	101.98	203.95
<i>Miscellaneous Subtotal</i>					3,788.75

-- CONDITIONS --

Invoices are subject to finance charge of 1% per month, annual rate 12% on balances over 30 days. Purchaser agrees to pay attorney's fees equal to 33 1/3% of balance plus all attendant collection costs.

Subtotal:	6,813.75
Sales Tax:	0.00
Total Due:	6,813.75

NOTES:

Could we please get a service technician down to Portland board of power for a bearing that failed on the cooling tower fan for the Cooper engine.

Invoice

Invoice Date: 12/6/2023
Invoice No.: 166226
Work order No.: 87993
Quote #:



750 HIMES STREET SE
GRAND RAPIDS, MI 49548
Phone: (616)243-5434

WORK PERFORMED

Upon arrival located the tower and inspected the bearings. Got the model number off the tower and located a supplier in Grand Rapids. Found the parts are in stock but there was no one available to give the ok to do the repair as the parts are fairly expensive.

Returned to the site and got the ok for the repair costs. Returned to Grand Rapids and picked up anew bearing assembly . Informed dispatch of additional help for this repair .

Removed and replaced the bearings on the copper cooling tower. Upon installation found the belts were in need of replacing so will return the following day to replace the belts and test the fan operation.

Finished up by replacing the belts and finished up putting the guards back on

Tested afterwards.

Pay ? Scan JE 13732

MFCI, LLC
435 Union St.
Milford, MI 48381 US
steveb@mfc.com

Invoice 1279



BILL TO
City of Portland
289 Kent Street
Portland, MI 48875

DATE 12/21/2023	PLEASE PAY \$25,275.00	DUE DATE 1/22/2024
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/21/2023	Services	Financial Advisory: \$3,470,000 General Obligation Limited Tax Bonds, Series 2023	1	20,825.00	20,825.00
12/21/2023	Services	Official Statement Preparation of statistical information, assembly, distribution	1	4,000.00	4,000.00
12/21/2023	Out of Pocket Expense	MAC Fee - Pass through	1	450.00	450.00

TOTAL DUE \$25,275.00

THANK YOU.

582.906.996000

MFCI, LLC can receive payments via check, ACH, or wire. ACH or wire instructions are as follows:

Banking Information:
Receiving Bank: PNC Bank
PNC Bank ABA: 041000124
Beneficiary: MFCI, LLC
Beneficiary Account Number: 4134100566

User: ABAUM

DB: Portland

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	11/30/2023	MONTH 11/30/2023	INCREASE (DECREASE)	BALANCE	
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
101-000-402.000	REAL PROPERTY TAXES	1,218,862.00	1,235,410.69	2,072.96		(16,548.69)	101.36
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,800.00	0.00	0.00		1,800.00	0.00
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	3,200.00	0.00	0.00		3,200.00	0.00
101-000-445.000	PENALTY & INTEREST	4,500.00	3,339.67	187.03		1,160.33	74.21
101-000-447.000	TAX COLLECTION FEES	49,000.00	35,990.43	58.95		13,009.57	73.45
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	5.12	0.00		(5.12)	100.00
101-000-476.000	BUSINESS PERMITS	100.00	0.00	0.00		100.00	0.00
101-000-477.000	CABLE TV FEES	14,000.00	6,187.01	2,958.33		7,812.99	44.19
101-000-490.000	NON-BUSINESS PERMITS	85,000.00	17,579.60	821.00		67,420.40	20.68
101-000-543.000	ACT 302 POLICE TRAINING GRANT	500.00	949.80	0.00		(449.80)	189.96
101-000-570.000	LIQUOR FEES	3,900.00	4,319.70	0.00		(419.70)	110.76
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	0.00	8,835.54	0.00		(8,835.54)	100.00
101-000-574.000	REVENUE SHARING-CONST SALES	414,503.00	140,830.00	0.00		273,673.00	33.98
101-000-574.001	REVENUE SHARING-STAT SALES	121,006.00	40,947.00	0.00		80,059.00	33.84
101-000-574.002	REVENUE SHARING -PUBLIC SAFETY	0.00	399.00	0.00		(399.00)	100.00
101-000-609.000	SEX OFFENDER REGISTRATION FEES	100.00	50.00	0.00		50.00	50.00
101-000-623.000	TRANSCRIPT FEES	400.00	442.36	60.00		(42.36)	110.59
101-000-624.000	MISCELLANEOUS FEES	0.00	0.63	0.00		(0.63)	100.00
101-000-628.000	ADMINISTRATIVE CHARGES	442,992.00	184,579.80	36,915.96		258,412.20	41.67
101-000-630.000	CEMETERY LOT SALES	10,000.00	5,450.00	0.00		4,550.00	54.50
101-000-633.000	CEMETERY CARE FEES	6,000.00	3,666.00	699.60		2,334.00	61.10
101-000-634.000	GRAVE OPENING FEES	13,000.00	6,150.00	1,875.00		6,850.00	47.31
101-000-656.000	DISTRICT COURT FINES	6,800.00	4,089.55	759.57		2,710.45	60.14
101-000-661.000	PARKING FINES	1,400.00	0.00	0.00		1,400.00	0.00
101-000-663.000	MISCELLANEOUS FINES	1,200.00	570.00	120.00		630.00	47.50
101-000-665.000	INTEREST INCOME	5,600.00	4,047.88	552.43		1,552.12	72.28
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	500.00	907.74	5.01		(407.74)	181.55
101-000-667.000	RENTAL INCOME	7,000.00	2,270.00	0.00		4,730.00	32.43
101-000-676.001	DONATIONS-MISCELLANEOUS	100.00	125.00	0.00		(25.00)	125.00
101-000-676.004	DONATION-RED MILL BUILDING	10,000.00	0.00	0.00		10,000.00	0.00
101-000-678.000	MERS FOREITURE REVENUES	2,500.00	5,292.06	1.15		(2,792.06)	211.68
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	6,000.00	5,478.24	0.00		521.76	91.30
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	25,000.00	55,513.90	1,821.11		(30,513.90)	222.06
101-000-678.007	REIMBURSEMENTS-PAMA	2,000.00	1,932.00	0.00		68.00	96.60
101-000-693.000	SALE OF EQUIPMENT	4,900.00	0.00	0.00		4,900.00	0.00
101-000-699.150	TRANSFER FROM PERP CARE	175.00	149.57	30.51		25.43	85.47
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	109,391.00	0.00	0.00		109,391.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	52,750.00	0.00	0.00		52,750.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	39,200.00	0.00	0.00		39,200.00	0.00
TOTAL REVENUES		2,663,379.00	1,775,508.29	48,938.61		887,870.71	66.66

Expenditures							
100	COUNCIL	60,975.00	15,598.35	807.36		45,376.65	25.58
172	CITY MANAGER	217,766.00	77,616.67	17,073.28		140,149.33	35.64
201	GENERAL ADMINISTRATION	679,641.00	367,066.04	27,993.61		312,574.96	54.01
257	ASSESSING	59,870.00	24,343.08	5,442.16		35,526.92	40.66
262	ELECTIONS	17,630.00	5,312.91	1,554.12		12,317.09	30.14
265	CITY HALL	107,185.00	55,821.94	23,494.86		51,363.06	52.08
301	POLICE	995,951.00	336,060.87	68,502.79		659,890.13	33.74
371	CODE ENFORCEMENT	37,670.00	16,720.54	790.97		20,949.46	44.39
567	CEMETERY	220,335.00	93,321.83	15,781.10		127,013.17	42.35
707	COMMUNITY PROMOTIONS	404,250.00	219,920.74	7,385.32		184,329.26	54.40
728	ECONOMIC DEVELOPMENT	27,000.00	16,141.19	3,329.91		10,858.81	59.78
751	PARKS	409,972.00	158,862.56	14,258.81		251,109.44	38.75

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	11/30/2023 NORMAL (ABNORMAL)	MONTH 11/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
TOTAL EXPENDITURES		3,238,245.00	1,386,786.72	186,414.29	1,851,458.28	42.83
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		2,663,379.00	1,775,508.29	48,938.61	887,870.71	66.66
TOTAL EXPENDITURES		3,238,245.00	1,386,786.72	186,414.29	1,851,458.28	42.83
NET OF REVENUES & EXPENDITURES		(574,866.00)	388,721.57	(137,475.68)	(963,587.57)	67.62

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	11/30/2023	MONTH 11/30/2023	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
TOTAL REVENUES		939,400.00	278,971.25	63,463.55	660,428.75	29.70
TOTAL EXPENDITURES		1,579,601.00	72,695.28	18,497.36	1,506,905.72	4.60
NET OF REVENUES & EXPENDITURES		(640,201.00)	206,275.97	44,966.19	(846,476.97)	32.22
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		1,396,122.00	159,419.17	75,541.59	1,236,702.83	11.42
TOTAL EXPENDITURES		1,547,804.00	191,634.13	34,295.19	1,356,169.87	12.38
NET OF REVENUES & EXPENDITURES		(151,682.00)	(32,214.96)	41,246.40	(119,467.04)	21.24
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		526,497.00	141,292.26	11,522.55	385,204.74	26.84
TOTAL EXPENDITURES		587,137.00	152,340.94	31,635.86	434,796.06	25.95
NET OF REVENUES & EXPENDITURES		(60,640.00)	(11,048.68)	(20,113.31)	(49,591.32)	18.22
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
TOTAL REVENUES		114,100.00	43,797.91	15,103.87	70,302.09	38.39
TOTAL EXPENDITURES		125,275.00	54,296.48	5,797.46	70,978.52	43.34
NET OF REVENUES & EXPENDITURES		(11,175.00)	(10,498.57)	9,306.41	(676.43)	93.95
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
TOTAL REVENUES		832,420.00	574,279.35	50,524.43	258,140.65	68.99
TOTAL EXPENDITURES		996,270.00	434,584.43	77,423.63	561,685.57	43.62
NET OF REVENUES & EXPENDITURES		(163,850.00)	139,694.92	(26,899.20)	(303,544.92)	85.26
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
TOTAL REVENUES		335,000.00	302,040.87	1,227.41	32,959.13	90.16
TOTAL EXPENDITURES		200,190.00	87,236.94	23,266.26	112,953.06	43.58
NET OF REVENUES & EXPENDITURES		134,810.00	214,803.93	(22,038.85)	(79,993.93)	159.34
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
TOTAL REVENUES		198,600.00	65,452.19	16,294.87	133,147.81	32.96
TOTAL EXPENDITURES		197,000.00	80,931.99	16,098.66	116,068.01	41.08
NET OF REVENUES & EXPENDITURES		1,600.00	(15,479.80)	196.21	17,079.80	967.49
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
TOTAL REVENUES		5,431,900.00	1,893,618.34	377,094.11	3,538,281.66	34.86
TOTAL EXPENDITURES		7,230,362.00	1,889,932.58	352,219.09	5,340,429.42	26.14
NET OF REVENUES & EXPENDITURES		(1,798,462.00)	3,685.76	24,875.02	(1,802,147.76)	0.20
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
TOTAL REVENUES		1,754,800.00	582,527.15	146,033.96	1,172,272.85	33.20
TOTAL EXPENDITURES		1,811,401.00	314,992.59	50,247.07	1,496,408.41	17.39
NET OF REVENUES & EXPENDITURES		(56,601.00)	267,534.56	95,786.89	(324,135.56)	472.67

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	11/30/2023 NORMAL (ABNORMAL)	MONTH 11/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
	TOTAL REVENUES	891,783.00	334,532.85	71,262.54	557,250.15	37.51		
	TOTAL EXPENDITURES	1,127,043.99	248,683.07	37,802.32	878,360.92	22.07		
	NET OF REVENUES & EXPENDITURES	(235,260.99)	85,849.78	33,460.22	(321,110.77)	36.49		
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
	TOTAL REVENUES	357,182.00	118,740.19	18,210.45	238,441.81	33.24		
	TOTAL EXPENDITURES	628,711.00	71,214.90	12,580.04	557,496.10	11.33		
	NET OF REVENUES & EXPENDITURES	(271,529.00)	47,525.29	5,630.41	(319,054.29)	17.50		
TOTAL REVENUES - ALL FUNDS								
	TOTAL REVENUES	12,777,804.00	4,494,671.53	846,279.33	8,283,132.47	35.18		
TOTAL EXPENDITURES - ALL FUNDS								
	TOTAL EXPENDITURES	16,030,794.99	3,598,543.33	659,862.94	12,432,251.66	22.45		
	NET OF REVENUES & EXPENDITURES	(3,252,990.99)	896,128.20	186,416.39	(4,149,119.19)	27.55		

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. This information is also available for public review.

Please print your responses

Date: 12-29-23

Name: Brian Hass

Address: 126 Maple St.

Telephone No. _____

E-mail address bhass@gmail.com

Employer THK

Telephone No. _____

How long have you lived in the City of Portland?

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Education

Accounting; CPA

Are you a high school graduate? *YES*

College, University, or other school. State name and degree, certificate, etc., earned.

Aquinas

Professional and work experience

28 years in financial management

Community activities, interests, and service

*Volunteer coach
St. Pats Athletic Assoc
Knights of Columbus*

References (optional) Please provide name, address, and telephone number.

Jim Barnes

Nikki Miller

From: noreply@civicplus.com
Sent: Thursday, January 4, 2024 1:50 PM
To: Nikki Miller
Subject: Online Form Submittal: Board & Commission Application

Board & Commission Application

Name	Nick Sandborn
Date	1/4/2024
Address	[REDACTED] Portland
Phone	[REDACTED]
Email	[REDACTED]
Employer	Sandborn Real Estate
Employer Phone	5176474113
How long have you lived in the City of Portland?	49
Please mark your choice(s).	Downtown Development Authority
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	Real Estate business owner and construction experience
Are you a high school graduate?	Yes
Are you a college graduate?	Yes
List name of the college or university you attended and the level of degree earned.	Ferris State University, Bachelors
List your professional and work experience.	Real Estate Broker, Construction Management, Surveying
List your community activities, interests and service.	Sandborn Real Estate participates in local community events

References (optional) *Field not completed.*

File Attachment *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

December 19, 2023
November 1-30, 2023

Kwh Consumed	2,714,005
DIESEL PRODUCTION	0
HYDRO GENERATION	221,980

Total Kwh Purchased	2,492,025	Total Dollars Paid	\$ 171,271.49
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Kwh Billed

Residential	1,403,022
Commercial	738,333
Large General	680,840
City St. Lites Metered	10,649
St. Lites Unmetered	
Rental Lights	
Demand	1,875

Dollars Billed

PCA Billed	\$ 72,772.20
Residential	\$ 186,330.57
Residential EO Charge	\$ 2,557.55
Geothermal Discount	\$ (207.17)
Commercial	\$ 95,505.32
Commercial/LG EO Charge	\$ 2,477.44
Large General	\$ 58,407.32
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 977.63
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 14,940.48
Tax	\$ 16,577.70

Total Kwh Billed **2,834,719**

Arrears after billing	\$ 14,299.23
Penalties Added	\$ 1,709.10
Arrears end of month	\$ 40,653.82
Fuel Cost Billed	\$ 50,416.36
Amount Collected	\$ 388,956.85
Total Adjustments	\$ 7,648.43

Total Dollars Billed **\$ 452,134.83**

Power Cost Adj.	.02578
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Residential Customers	2,243
Commercial Customers	331
Large General	15
Total Customers	2,589

12/05/23



**CITY OF PORTLAND
December-23**

WATER DEPARTMENT REPORT

MONTH	Nov-23	PERIOD COVERED	November 1-30, 2023
Customers Billed		Penalties Added	\$ 353.96
City	1,852	Dollars Collected	\$ 70,340.33
Rural	25	Arrears at end of Month	\$ 6,057.30
Total Customers	1,877	Adjustments	\$ 185.95
		Gallons Pumped	8,406,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	8,590,700		\$ 63,363.33
Rural	168,736		\$ 2,275.76
Total	<u>8,759,436</u>		<u>\$ 65,639.09</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,813	Dollars Billed	\$147,087.31
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 147,087.31

Penalties Added	\$ 847.16
Dollars Collected	\$ 144,263.28
Arrears at end of Month	\$ 12,494.33
Adjustments	\$ 321.99
Gallons Treated per Million	7.856



City Of Portland
Water Department
Monthly Water Report
December 2023

Monthly Water Production

Well #4	4,361,000 Gallons
Well #5	0 Gallons
Well #6	4,972,000 Gallons
Well #7	81,000 Gallons

Daily Water Production

Well #4	140,677 Gallons
Well #5	0 Gallons
Well #6	160,387 Gallons
Well #7	2,612 Gallons

Daily Average Water Production for All Wells 303,676 Gallons

Total Water Production for the Month 9,414,000 Gallons

Total Water Production for the Previous Month 8,406,000 Gallons

Total Production increased by 1,008,000 Gallons

Total Production for This Month from the Previous Year 8,046,000 Gallons

Total Production increased by 1,368,000 Gallons

Rodney D. Smith Jr.
Water Technician

Monthly Report

May Activity

- 911 Calls— **1736**
- Administrative Calls— **6001**
- Text to 911— **17**
- 911 Hang up Calls— **161**
- Calls for Service Initiated — **4523**

- Total Mental Health Calls — **58**
- Suicidal Calls — **7**
- 988 Calls Received — **0**
- 988 Calls Transferred — **0**
- CPR Performed — **3**
- Stroke Related Calls — **3**
- Child birth calls — **0**



Special Programs Available

Smart 911— Share Medical Information with your 911 call.

Smart911.com



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

What3words.com



Unit Responses / Activities

- Law Enforcement— **2809**

- Fire— **333**

- EMS— **557**



Statistics—Calls for Service.

Call for Service Type	Amount	Call for Service Type	Amount
911 Hang up Call	161	Lost Property / Found	16
988 Calls		MDOP	28
Abandoned Vehicle	5	MED 1	224
Active Violence Incident		MED 2	66
Alarm	37	MED 3	102
Ambulance Transport	115	Medical Call / Amb Dispatch	7
Assault	19	Mental Health	58
Assist Jail	4	Missing Person	5
Assist Medical		Motor Vehicle Theft / UDAA	7
Assist Other Agency	22	Non Criminal	50
Assist Outside Agency	20	OWI / OUID	10
Bomb Threat		PDA Traffic	166
Burglary	11	Phone / Internet Harassment	20
Burn Permit	41	PIA Traffic	23
Civil Dispute	76	PPO Violation	5
Conservation / Wildlife	53	Property Check	4
CSC - Criminal Sexual Conduct	19	Repossession	11
Disorderly Conduct	35	Request - Wrecker	2
Domestic Assault	25	Road Closure	0
DPW Request	11	Robbery / Hold up	0
Drugs	9	Spam to Center	430
Duplicate Call	1	Structure Fire	8
Family Abuse / Neglect	27	Suspicious Situations	157
Fire All Other	48	Test Call / System Test	48
Fireworks	0	Thunder Storm/Tornado Warning	0
Follow Up	199	Traffic Offense All Other	147
Fraud	20	Traffic / Officer Stop	1169
General Assist	245	Tree Down	3
Grass / Wildland Fire	5	Trespassing	19
Health & Safety / Animal	77	Vehicle Fire	4
Hit and Run	12	Verbal Domestic	14
Homicide	0	Vin Inspections / All Inspections	7
Juvenile Problems & Runaways	39	Warrant Arrest / Fugitive	70
Kidnapping	0	Weapons Offices All	11
Larceny	55	Wires Down / Arching	7
Liquor / MIP	1	Unclassified	233

Central Dispatch Activity

- Work continues with our remodel project, Workstations are installed waiting equipment.
- Fire Radios, the 8000 model has complete testing working on programming with state.
- Supervisor Position has been posted, interview to take this month.
- LEIN audit completed, addressing some documentation needed.
- Chase & Mya completed their Basic Dispatch 40 hr. course
- Department awards event held for first time, Team Award, Supervisor of Year Award, Director of Year Awards given
- Kevin celebrated 20 years with ICCD. Serving as a Dispatcher, Supervisor, CTO program administrator, Mentor, 911 Field Day Chairman, APCP 2022 Michigan Supervisor of the Year, and Chief Cheerleader for staff.
- Katy celebrated 20 years with ICCD. Serving as Dispatcher, CTO, Union Steward, and APCO committee member.

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

Members of the Management team submitted members of our staff for awards with one of our 911 professional associations APCO, the Association of Public-Safety Communications Officials. Members from around the state submit people, usually from their agency, for recognition of outstanding performance.

This year a team of the year submission was made for the excellent team work with regards to the I96 crash earlier in the year. Also the Director was submitted for Director of the year.

There were many submissions for these awards and unfortunately this year members of our staff were not given the APCO awards.

Members of the Management team decided that while not being given the APCO awards, they wanted to have those that were submitted, recognized for their work. A plan was made and the first ICCD awards night took place on the 17th.

Staff, family and friends were invited to a lite dinner and awards ceremony.

Team of the Year

Megan Lisa
Krista Roy
Katy

Supervisor of the Year

Natalie

Director of the Year

Lance

Thank you to all the staff for the hard work that they do each day, and congratulations to those who were recognized by your peers for your work this year.

The Supervisor award for Natalie was for her continued work with morale and public outreach, which has been very well received by staff.

It should be noted that the Director was not part of the awards team, and had no input into receiving an award.



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— 53	YTD— 709
Berlin-Orange Fire— 45	YTD— 385
Clarksville Fire— 12	YTD— 171
Freeport Fire— 0	YTD— 5
Hubbardston Fire— 5	YTD— 68
Ionia Department Public Safety Fire— 74	YTD— 910
Lake Odessa Fire— 36	YTD— 415
Lyons-Muir Fire— 12	YTD— 177
Orleans Fire— 12	YTD— 177
Pewamo Fire— 7	YTD— 125
Portland Fire— 14	YTD— 179
Ronald Fire— 8	YTD— 132
Roxand Fire— 2	YTD— 21
Saranac Fire— 46	YTD— 542
Sunfield Fire— 7	YTD— 88
Life EMS— 455	YTD— 5399
Portland EMS— 102	YTD— 1142
Animal Control— 44	YTD— 495
Belding Police— 272	YTD— 3071
Department of Natural Resources Law— 9	YTD— 84
Ionia County Sheriff's Office— 872	YTD— 8908
Ionia Department Public Safety Law— 383	YTD— 4245
Lake Odessa Police— 237	YTD— 2456
Michigan State Police— 781	YTD— 6145
Portland Police— 255	YTD— 2197

IONIA COUNTY BOARD OF COMMISSIONERS

Organizational Meeting Agenda

January 9, 2024

3:00 p.m.

- I. **Call to Order by County Clerk**
- II. **Pledge of Allegiance**
- III. **Oath of Office**
- IV. **Organization of Board and Committees**
 - A. Selection of Chairperson
 - *Meeting turned over to newly elected Chairperson*
 - B. Selection of Vice-Chairperson
 - C. Review and Adoption of Board Rules
 - * Discussion and adoption of board and committee meeting dates and times*
- V. **Approval of Agenda**
- VI. **Public Comment**

(3 minute time limit per speaker – please state name/organization)
- VII. **Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
- VIII. **Appointments**
 - A. *Appointments to Standing Committee(s)*
 1. Audit Committee
 2. Facilities Committee
 3. Grievance Hearing Committee
 4. Personnel Committee
 - B. *Commissioner Appointments to Boards/Commissions*
 1. Area Community Services Employment and Training Council- One appointment Board Chair or their Designee – One Commissioner (one-year term).
 2. Bargaining Committee Representative – One appointment (one-year term).
 3. Community Corrections Advisory Board – One appointment (one-year term).
 4. Department of Human Services Board – One appointment (one-year term).
 5. Lake Boards-One-year terms
 - Long Lake Board
 - Jordan Lake Board
 - Morrison Lake Board
 6. MAC Workers' Compensation Board-One appointment (one-year term).
 7. MSU Extension District Extension Council-One appointment (two-year term)
 8. Road Advisory-Two appointments (one-year term).
 9. Southwest Michigan Alliance for Region Three- Two appointments (one-year terms).
 10. Tax Allocation Board- One appointment (one-year term).
 11. West Michigan Regional Planning Committee (one-year term).
 - C. *Legal Counsel*
 1. Cohl, Stoker, and Toskey, P.C.
 - D. *Department Heads*
 1. Administrative Health Officer- One-year appointment

2. Building Codes Official – One-year appointment
3. Equalization Director – One-year appointment

IX. Unfinished Business

A.

X. New Business

- A. Appointment Board of Public Works
 - Linda Pigue, Managing Director of Ionia County Road Department
 - Dennis Sitzler, three year term
- B. Reappointment to Ionia County Central Dispatch Advisory Board
 - Roland Self, two year term
 - Jani Millard, two year term
- C. Appointment Park Advisory Board
 - David Hodges, two year term
 - Ally Cook, two year term
 - Don Benjamin, two year term
- D. Appointment to Ionia County Substance Abuse Initiative
 - Judy Geiger, District One, two year term
 - Angela Stephens, District Three, two year term
- E. Request Approval of Contract with Cognitive Consultants-Selina Schmidt
- F. Resolution Authorizing MDOT Contract 23-5361 Nash Hwy from I-96 to Grand River-Linda Pigue
- G. Resolution Authorizing MDOT Contract 23-5360 David Hwy at Libhart Creek-Linda Pigue
- H. Request Approval to update Commissioners Per Diem Policy-Patrick Jordan
- I. Resolution Accepting Donation-Patrick Jordan

XI. Reports of Officers, Boards, and Standing Committees

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

XII. Reports of Special or Ad Hoc Committees

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

XIV. Executive Session

- A. Health Department Union Contract Agreement

XV. 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 January 2024:

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

Appointments for consideration in the month of February 2024:

- NONE

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21490**

- Consumers Energy Company requests Michigan Public Service Commission for authority to increase its rates for the distribution of natural gas and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Friday, January 12, 2024 at 9:00 AM

BEFORE: Administrative Law Judge Christopher S. Saunders

LOCATION: Video/Teleconferencing

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 15, 2023 application requesting the Commission to: 1) authorize Consumers Energy to adjust its retail natural gas rates so as to provide additional revenue of approximately \$136 million annually above the level established in Case No. U-21308 based on a projected 12-month test year ending September 30, 2025; 2) authorize Consumers Energy to adjust its existing retail natural gas rates so as to produce a rate of return on common equity of not less than 10.25%; 3) approve the Defined Benefit Pension/ Other Post-Employment Benefits Volatility Mechanism as proposed by Consumers Energy; 4) approve the Uncollectible Deferral/Refund Mechanism as proposed by Consumers Energy; 5) grant the accounting authorizations as described and proposed by Consumers Energy; 6) approve the modifications to the rates, rules, and regulations as described and proposed by Consumers Energy; and 7) grant Consumers Energy other and further relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by January 5, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's attorney, Theresa A. Staley, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21490**. Statements may be emailed to: mpscdockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

R 792.10422 Adjournments.

Rule 422

(1) Unless the presiding officer allows otherwise, a request for adjournment shall be by motion or stipulation made orally at a hearing or in writing and shall be based on good cause.

(2) A motion or stipulation for adjournment shall state the party who is requesting the adjournment and the reason for the adjournment.

(3) An adjournment may be granted for good cause and shall be in writing or on the record.

(4) In granting an adjournment, the presiding officer, administrative law manager assigned by the hearing system to the commission, or commission may impose reasonable conditions.

R 792.10432 Motion practice.

Rule 432

(1) In a pending proceeding, a request to the commission or presiding officer for a ruling or order, other than a final order, shall be by motion. Unless made during a hearing, a motion shall be in compliance with all of the following provisions:

(a) Be in writing.

(b) State with particularity the grounds and authority on which the motion is based. (c) State the relief or order sought.

(d) Be signed by the party or the party's attorney.

(2) Unless a different time is set by the commission or presiding officer or unless the motion is one that may be heard ex parte, a written motion, notice of the hearing on the motion, and any supporting brief or affidavits shall be served as follows:

(a) Not less than 9 days before the hearing, if served electronically or by mail.

(b) Not less than 7 days before the hearing, if served electronically or by delivery to the attorney or party under Michigan court rule 2.107(c)(1) or (2).

(3) Unless a different time is set by the commission or presiding officer, any response to a motion, including a brief or an affidavit, shall be served as follows:

(a) Not less than 5 days before the hearing, if served electronically or by mail.

(b) Not less than 3 days before the hearing, if served electronically or by delivery to the attorney or party under Michigan court rule 2.107(c)(1) or (2).

(4) Motions shall be noticed for hearing at the time designated by the commission or presiding officer.

(5) When a motion is based on facts not appearing on the record, the commission or presiding officer may hear the motion on affidavits presented by the parties or may direct that the motion be heard wholly or partly as oral testimony or deposition.

(6) The commission or presiding officer may limit oral arguments on motions and may require the parties to file briefs in support of, and in opposition to, a motion. The commission may dispense with oral argument on matters brought before the commission.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21506**

- Consumers Energy Company requests Michigan Public Service Commission for approval of a Simplified Public Utility Regulatory Policies Act of 1978 Standard Offer Program for Certain Qualifying Facilities and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday, January 16, 2024 at 9:00 AM

BEFORE: Administrative Law Judge James M. Varchetti

LOCATION: Video/Teleconferencing

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) October 25, 2023 application requesting the Commission to approve: 1) Consumers Energy's proposed Simplified Public Utility Regulatory Policies Act (PURPA) of 1978 Standard Offer Program for Certain Qualifying Facilities; 2) Consumers Energy's proposed tariff revisions, including the proposal that a Qualified Facility (QF) would be billed its normal rates for all power taken from the grid (inflow) and provided a production credit of \$43.61/MWh—the Consumers Energy's PURPA full avoided cost rate—for excess power put back on the grid (outflow), allowing that if a QF customer produces enough credits to more than offset the customer's bills, the customer would be paid the credit balance annually; and 3) Consumers Energy for further relief as lawful and appropriate.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by January 9, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's attorney, Spencer A. Sattler, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21506**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended by 1987 PA 81, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448; and PL 95-617, 92 STAT 3117; and 18 CFR 292 et. seq.

U-21506

R 792.10422 Adjournments.

Rule 422

(1) Unless the presiding officer allows otherwise, a request for adjournment shall be by motion or stipulation made orally at a hearing or in writing and shall be based on good cause.

(2) A motion or stipulation for adjournment shall state the party who is requesting the adjournment and the reason for the adjournment.

(3) An adjournment may be granted for good cause and shall be in writing or on the record.

(4) In granting an adjournment, the presiding officer, administrative law manager assigned by the hearing system to the commission, or commission may impose reasonable conditions.

R 792.10432 Motion practice.

Rule 432

(1) In a pending proceeding, a request to the commission or presiding officer for a ruling or order, other than a final order, shall be by motion. Unless made during a hearing, a motion shall be in compliance with all of the following provisions:

(a) Be in writing.

(b) State with particularity the grounds and authority on which the motion is based. (c) State the relief or order sought.

(d) Be signed by the party or the party's attorney.

(2) Unless a different time is set by the commission or presiding officer or unless the motion is one that may be heard ex parte, a written motion, notice of the hearing on the motion, and any supporting brief or affidavits shall be served as follows:

(a) Not less than 9 days before the hearing, if served electronically or by mail.

(b) Not less than 7 days before the hearing, if served electronically or by delivery to the attorney or party under Michigan court rule 2.107(c)(1) or (2).

(3) Unless a different time is set by the commission or presiding officer, any response to a motion, including a brief or an affidavit, shall be served as follows:

(a) Not less than 5 days before the hearing, if served electronically or by mail.

(b) Not less than 3 days before the hearing, if served electronically or by delivery to the attorney or party under Michigan court rule 2.107(c)(1) or (2).

(4) Motions shall be noticed for hearing at the time designated by the commission or presiding officer.

(5) When a motion is based on facts not appearing on the record, the commission or presiding officer may hear the motion on affidavits presented by the parties or may direct that the motion be heard wholly or partly as oral testimony or deposition.

(6) The commission or presiding officer may limit oral arguments on motions and may require the parties to file briefs in support of, and in opposition to, a motion. The commission may dispense with oral argument on matters brought before the commission.