



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

7:00 P.M. Monday, March 4, 2024

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order by Mayor Barnes</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:05 PM	<b>IV. <u>Public Comment</u> (5-minute time limit per speaker)</b>	
7:06 PM	<b>V. <u>City Manager Report</u></b>	
7:15 PM	<b>VI. <u>Presentations</u></b>	
7:30 PM	A. Jon Moxey of Fleis & VandenBrink – Kent Street Improvement Project	
	B. DDA Director ConnerWellman – Downtown Report	
	<b>VII. <u>Public Hearing(s)</u> - None</b>	
	<b>VIII. <u>Old Business</u> - None</b>	
7:35 PM	<b>IX. <u>New Business</u></b>	Decision
	A. Proposed Resolution 24-16 Approving, Authorizing, and Directing the Mayor and Clerk to Sign Ambulance Services Agreements with Sunfield Township and the Village of Sunfield	Decision
7:38 PM	B. Proposed Resolution 24-17 Authorizing Green Street to be Removed from the City’s Act 51 Map	Decision
7:40 PM	C. Proposed Resolution 24-18 Authorizing Island Street to be Removed from the City’s Act 51 Map	Decision
7:42 PM	D. Proposed Resolution 24-19 Approving and Authorizing Execution of Three Easement Agreements with Tri-County Electric Cooperative	Decision
7:45 PM	E. Proposed Resolution 24-20 Approving the Submittal of an Application for Local Bridge Program Funds for Preventative Maintenance of the Bridge Street Bridge Over the Grand River	Decision
7:48 PM	F. Proposed Resolution 24-21 Approving Payment to F&V Construction for Work Performed for the Wastewater Treatment Plant Project	Decision
7:50 PM	<b>X. <u>Consent Agenda</u></b>	Decision
	A. Minutes and Synopsis of the Regular City Council Meeting held on February 20, 2024	

<b>Estimated Time</b>
7:52 PM
7:55 PM
8:00 PM
8:05 PM

- B. Payment of Invoices in the Amount of \$136,625.30 and Payroll in the Amount of \$156,370.62 for a Total of \$292,995.92
- C. Purchase Orders over \$5,000.00
  - 1. Vizcom in the Amount of \$5,190.00 for Project Signs for the Kent Street Improvement Project
  - 2. Peerless Midwest, Inc. in the Amount of \$24,317.69 to Repair Well No. 6

**XI. Communications**

- A. DDA Minutes for January 29, 2024
- B. DDA Treasurer Report for February 26, 2024
- C. Water Department Report for February 2024
- D. Wastewater Treatment Plant Report for January 2024
- E. Utility Billing Report for January 2024
- F. Ionia County Board of Commissioners Agenda for February 27, 2024

**XII. Other Business – None**

**XIII. City Manager Comments**

**XIV. Council Comments**

**XV. Adjournment**

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-16**

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE  
MAYOR AND CLERK TO SIGN AMBULANCE SERVICES  
AGREEMENTS WITH SUNFIELD TOWNSHIP AND THE  
VILLAGE OF SUNFIELD**

**WHEREAS**, the City provides ambulance service to various political subdivisions through its Portland Ambulance Service; and

**WHEREAS**, those political subdivisions that would like the City to provide ambulance service to their citizens must sign a copy of the 2023-2024 Ambulance Services Agreement, a copy of the proposed agreement is attached as Exhibit A; and

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

1. The Portland City Council approves, authorizes, and directs the Mayor and Clerk to sign the Ambulance Services Agreement with those Political Subdivisions that desire service in a form substantially the same as the copy 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:** March 4, 2024

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

# **PORTLAND AMBULANCE SERVICE AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF PORTLAND, Ionia County, Michigan, a Michigan Municipal Corporation, hereafter referred to as CITY, and

1. THE TOWNSHIP OF SUNFIELD, and
2. THE VILLAGE OF SUNFIELD

both being Michigan Municipal Corporations and hereinafter collectively referred to as political subdivisions.

WHEREAS, the above named Political Subdivisions are desirous of providing ambulance service to their residents through the PORTLAND AMBULANCE SERVICE, which is owned and operated by the CITY.

NOW, THEREFORE, in consideration of mutual promises, services, and sums of money hereinafter provided, the parties agree as follows:

## **THE CITY SHALL:**

1. Purchase, maintain, equip, and house two (3) vehicles suitable to be used as ambulances.
2. Employ PARAMEDICS and EMERGENCY MEDICAL TECHNICIANS to operate said ambulances.
3. Train said PARAMEDICS and EMERGENCY MEDICAL TECHNICIANS to meet all Federal, State, and Local requirements.
4. Purchase and carry all necessary and normal insurance for ambulance business.
5. Compile an annual report showing the following:
  - a. Number of runs to assist patients who reside in each political subdivision and the number of runs in each political subdivision to assist patients who reside outside of the entire district covered by this contract.
  - b. The total of revenues and expenses of operating the Ambulance Service, and the gain or loss for that period.
6. Maintain accounts and records for all transactions of the Ambulance Service, which will be audited as part of the City's annual audit. A copy of the City's audit will be made available to each Political Subdivision, upon request.
7. Make all services of the ambulance department available to any and all residents in the territory of all parties.
8. Each political subdivision agrees to be responsible for the mailing of the Portland Emergency Care Plan to all households in their political subdivision.

9. The CITY and the political subdivisions agree to pay a \$20.00 per capita charge for each of their residents, based on the 2020 Census, which will be deposited into the Ambulance Fund. The Ambulance Department retains the right to bill all patients for all ambulance calls and to retain all funds collected by such billing. Political subdivisions will not be billed for individual ambulance runs into their respective political subdivision.

The political subdivisions agree that the sums paid by the political subdivisions to the CITY are in consideration of the CITY providing ambulance service to their jurisdiction during the contract term and are not refundable. Funds paid for ambulance service under this agreement do not create any ownership rights or equity interests in the CITY's Ambulance Department assets, vehicles, equipment, accounts receivable or any other present or future accounts thereof.

THE PARTIES MUTUALLY AGREE THAT:

10. Services rendered to a resident of any of the parties hereto by an ambulance service other than Portland Ambulance Service shall not be construed as services provided hereunder and the City shall assume no responsibility for the payment of such services.
11. That the City will be responsible for the collection of rates and charges for ambulance service it provides in the political subdivisions and is entitled to keep all proceeds.
12. This Agreement supersedes all prior Ambulance Service agreements between the parties. However, nothing contained herein will be interpreted to prevent the City from the collecting on any unpaid accounts, including any unpaid charges of a Political Subdivision.
13. That the payment by the Political Subdivision to the City shall create no agency relationship between parties, nor will the Political Subdivision have any supervision or control over the City's manner of conducting its ambulance business.
14. The terms of this agreement shall commence at 12:01 a.m. **on the 1<sup>st</sup> day of April, 2024**, and shall expire on **June 30, 2024**.
15. That should any provision of this agreement be unenforceable, void, or contrary to public policy as set forth in any statute or in any case decided by an appellate or supreme court in the State of Michigan, that such provision shall be severed from the remainder of this Agreement, and shall have no force and effect upon remaining provisions not so affected by such legislative or judicial action.
16. It is further agreed that the City shall hold the Political Subdivision harmless for any liability said Political Subdivision might suffer due to acts or omissions of the City's employees in the performance of their duties under this contract.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN AND CERTIFY THAT EACH HAS EXECUTED THIS AGREEMENT AFTER BEING DULY AUTHORIZED BY RESOLUTION OF THEIR RESPECTIVE LEGISLATIVE BODY AT A MEETING OF SUCH BODY CALLED FOR SUCH A PURPOSE.

THE CITY OF PORTLAND

BY RESOLUTION OF ITS CITY COUNCIL

By \_\_\_\_\_  
Mayor James E. Barnes

Dated \_\_\_\_\_

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

The \_\_\_\_\_

BY RESOLUTION OF ITS \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

By \_\_\_\_\_

**CITY COUNCIL  
CITY OF PORTLAND**

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

**RESOLUTION NO. 24-17**

**A RESOLUTION AUTHORIZING GREEN STREET  
TO BE REMOVED FROM THE CITY'S ACT 51 MAP**

**WHEREAS**, Act 51, P.A 1951 as amended requires that local roads meet certain criteria to be included on the City's Act 51 map,

**WHEREAS**, those criteria include (1) the road is located within property under the jurisdiction of the municipality through ownership or easement; (2) the road is formally accepted into the public street system; (3) the road is for public street purposes; and (4) the road is open to automobile traffic,

**WHEREAS**, Green Street between Grove Street and Union Street is currently included in the City's Act 51 map but does not meet all four criteria,

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

**THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

1. That the center line of said street is described as:

Beginning at the intersections of centerlines of Green Street, so-called, and Grove Street, so-called, being N89°48'36"E 30.00 feet and S00°00'00"E 30.00 feet from the southeast corner of Lot 540, Bartow's Addition to the Village (now City) of Portland, as recorded in Liber 1 of Plats, page 4, Ionia County, Michigan records; thence N89°48'36"E 133.26 feet, more or less, to the centerline of Union Street, so-called, at the point of ending.

2. That said street is to be hereby removed from the City's Act 51 map in accordance with P.A. 1951 as amended.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this Resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** March 4, 2024

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

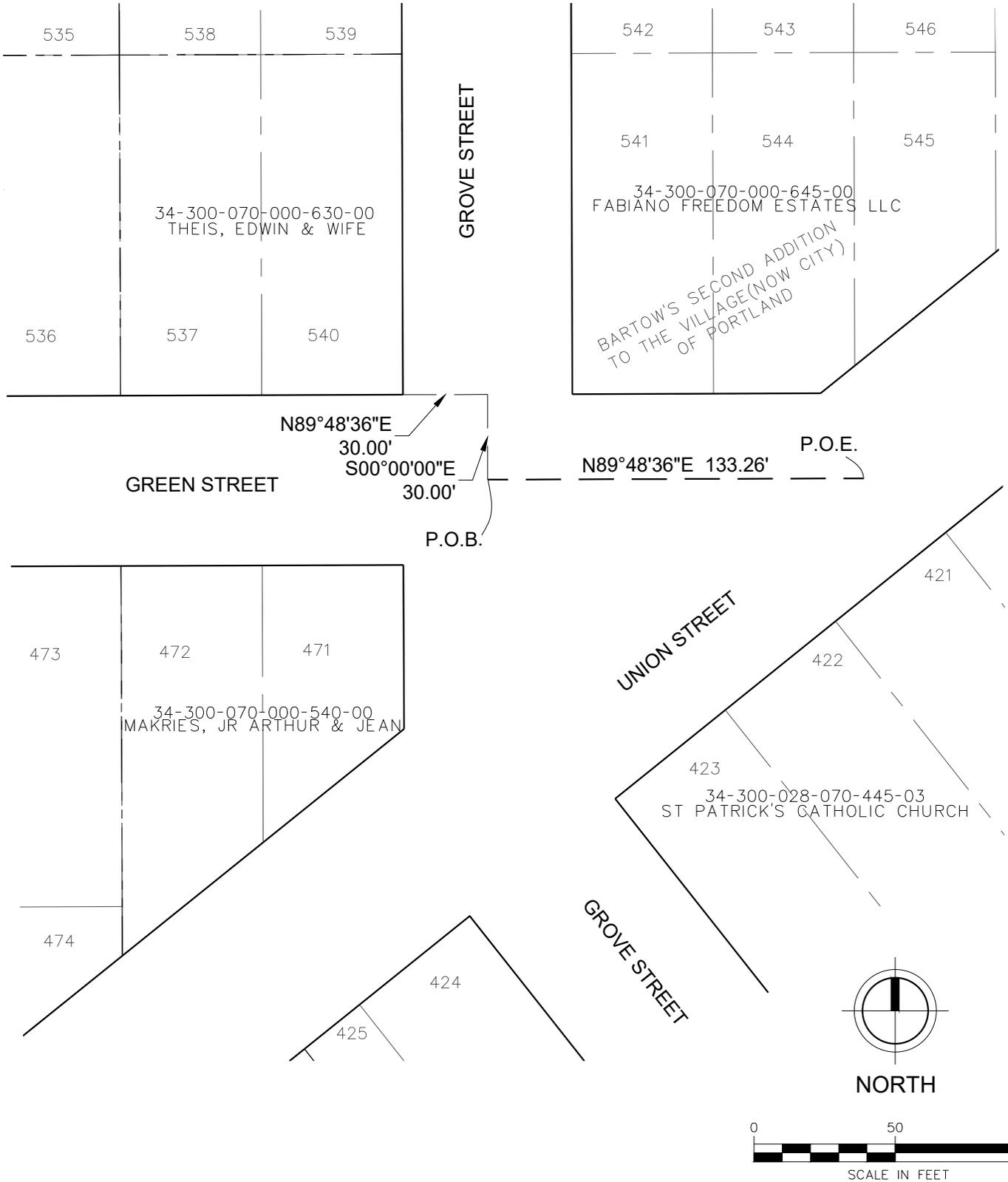
**CERTIFICATE**

I, the undersigned, the duly qualified and acting Clerk of the City of Portland, Ionia County, Michigan, certify that the foregoing is a true and complete copy of the Resolution adopted by the City Council at its meeting held on March 4, 2024. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

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**Monique I. Miller, City Clerk**

### GREEN STREET ACT 51 DESCRIPTION



**DESCRIPTION:**  
 BEGINNING AT THE INTERSECTIONS OF CENTERLINES OF GREEN STREET, SO-CALLED, AND GROVE STREET, SO-CALLED, BEING N89°48'36"E 30.00 FEET AND S00°00'00"E 30.00 FEET FROM THE SOUTHEAST CORNER OF LOT 540, BARTOW'S ADDITION TO THE VILLAGE (NOW CITY) OF PORTLAND, AS RECORDED IN LIBER 1 OF PLATS, PAGE 4, IONIA COUNTY, MICHIGAN RECORDS; THENCE N89°48'36"E 133.26 FEET, MORE OR LESS, TO THE CENTERLINE OF UNION STREET, SO-CALLED, AND THE POINT OF BEGINNING. LENGTH OF STREET BEING REMOVED IS 133.26 FEET.

DATE: 2/22/2024  
F&V PROJECT NO. 1110-0023



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

**GREEN STREET ACT 51**  
SECTION 33, T6N, R5W  
IONIA CO, MICHIGAN

**CITY OF PORTLAND**  
GREEN STREET



**CITY COUNCIL  
CITY OF PORTLAND**

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

**RESOLUTION NO. 24-18**

**A RESOLUTION AUTHORIZING ISLAND STREET  
TO BE REMOVED FROM THE CITY'S ACT 51 MAP**

**WHEREAS**, Act 51, P.A 1951 as amended requires that local roads meet certain criteria to be included on the City's Act 51 map,

**WHEREAS**, those criteria include (1) the road is located within property under the jurisdiction of the municipality through ownership or easement; (2) the road is formally accepted into the public street system; (3) the road is for public street purposes; and (4) the road is open to automobile traffic,

**WHEREAS**, Island Street east of Kent Street is currently included in the City's Act 51 map but does not meet all four criteria,

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

**THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

1. That the center line of said street is described as:

Beginning at the intersection of the centerlines of Kent Street, so-called, and Island Street, so-called, being S36°37'00"W 33.00 feet and S53°23'00"E 33.00 from the southeast corner of Lot 16 of Bailey's Addition Village (now City) of Portland, as recorded in Liber 1 of Plats, page 17, Ionia County, Michigan records; thence continuing S53°23'00" 206.00 feet to the centerline of Maple Street, so-called, and the point of ending.

2. That said street is to be hereby removed from the City's Act 51 map in accordance with P.A. 1951 as amended.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this Resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** March 4, 2024

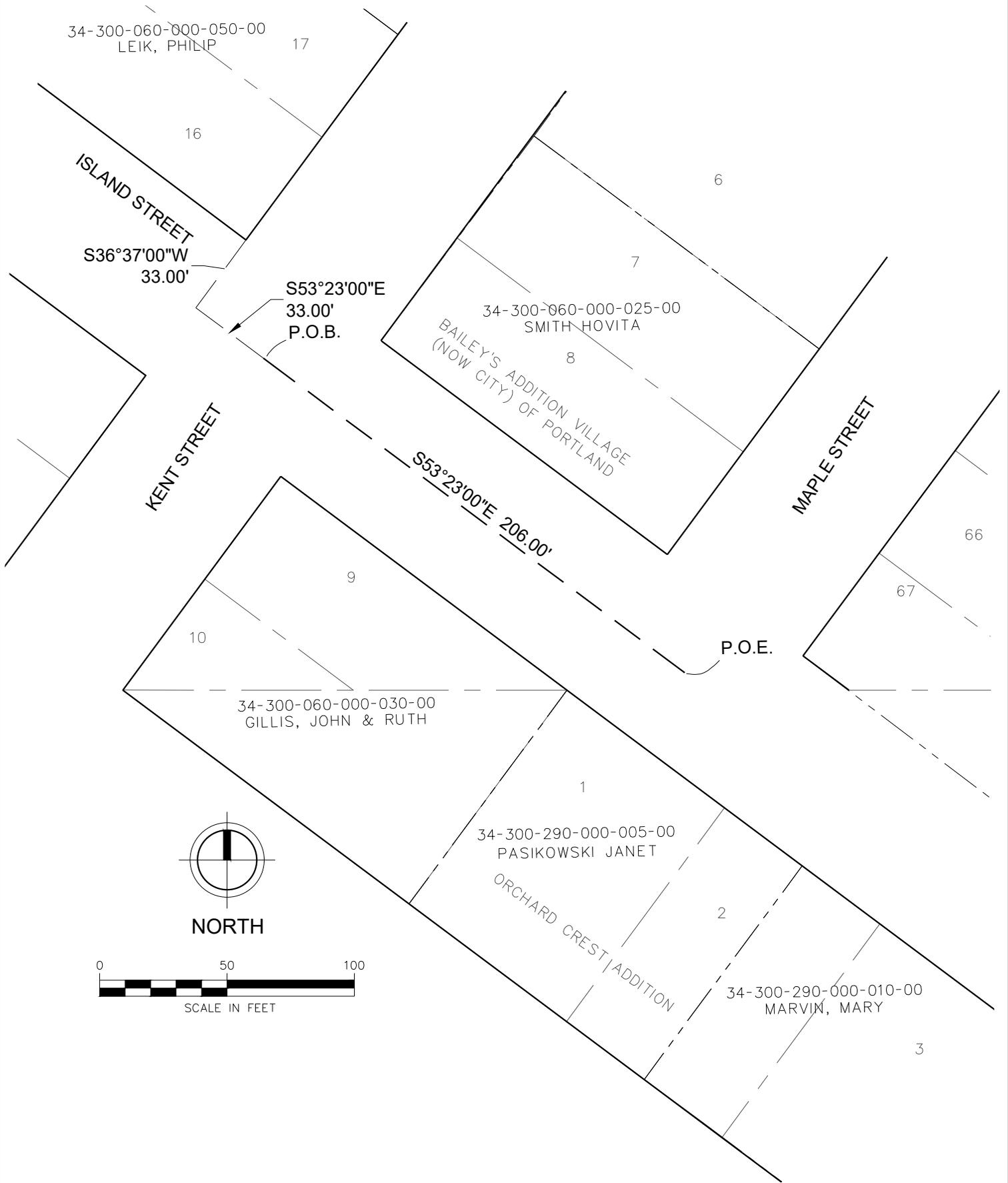
\_\_\_\_\_  
**Monique I. Miller, City Clerk**

**CERTIFICATE**

I, the undersigned, the duly qualified and acting Clerk of the City of Portland, Ionia County, Michigan, certify that the foregoing is a true and complete copy of the Resolution adopted by the City Council at its meeting held on March 4, 2024. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

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**Monique I. Miller, City Clerk**



**DESCRIPTION:**  
 PART OF SECTION 33, TOWN 6 NORTH, RANGE 5 WEST, CITY OF PORTLAND, IONIA COUNTY, MICHIGAN  
 MORE PARTICULARLY DESCRIBED AS:  
 BEGINNING AT THE INTERSECTION OF CENTERLINES OF KENT STREET, SO-CALLED, AND ISLAND STREET,  
 SO-CALLED, BEING S36°37'00"W 33.00 FEET AND S53°23'00"E 33.00 FROM THE SOUTHEAST CORNER OF  
 LOT 16 OF BAILEY'S ADDITION VILLAGE (NOW CITY) OF PORTLAND, AS RECORDED IN LIBER 1 OF PLATS,  
 PAGE 17, IONIA COUNTY, MICHIGAN RECORDS; THENCE CONTINUING S53°23'00" 206.00 FEET TO THE  
 CENTERLINE OF MAPLE STREET, SO-CALLED, AND THE POINT OF ENDING.  
 LENGTH OF STREET BEING REMOVED IS 206.00 FEET

DATE: 2/22/2024  
 F&V PROJECT NO.  
 1110\_0023



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

ISLAND STREET ACT 51  
 SECTION 33, T6N, R5W  
 IONIA CO, MICHIGAN

CITY OF PORTLAND  
 ISLAND STREET



**CITY COUNCIL  
CITY OF PORTLAND**

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

**RESOLUTION NO. 24-19**

**RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF FOUR EASEMENT AGREEMENTS  
WITH TRI-COUNTY ELECTRIC COOPERATIVE**

**WHEREAS**, Tri-County Electric Cooperative, d/b/a HomeWorks Tri-County Electric and HomeWorks Connect (the “Grantee”), is installing a fiber line and fiber system and related appurtenances (the “Improvements”) for the benefit of the general public; and

**WHEREAS**, it is necessary for the completion of the Improvements that the Grantee obtain limited right-of-way easements affecting a portion of 233 Divine Hwy, Portland, MI 48875 (Parcel #300-250-000-275-12), 238 Kent Street, Portland, MI 48875 (Parcel #300-050-000-927-00), 9801 Cutler Rd, Portland, MI 48875 (Parcel #300-028-000-200-01), and 201 Divine Highway, Portland, MI 48875 (Parcel #300-250-000-265-10), which are all owned by the City (collectively, the “Properties”); and

**WHEREAS**, the City is willing to grant limited right-of-way easements to accommodate the Improvements located along a mutually agreed upon construction pathway pursuant and subject to the terms and conditions of an Easement of Right of Way Agreement (collectively, the “Agreements”), by and between it and the Grantee; and

**WHEREAS**, the City’s Electric Department has reviewed the proposed construction pathway and location of the easements and recommended approval of the Agreements.

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

1. That, in accordance with Chapter 11 of the City Charter, the City Clerk shall keep this resolution on file for public inspection for 20 days after which the City Council will consider final adoption in the same manner and final adoption will require at least four affirmative votes.
2. That the Agreements in the form presented at this meeting and attached hereto are hereby approved with such modifications not materially adverse to the City, approved as to content by the City Manager and as to form by the City Attorney.
3. That, upon final adoption, the Mayor and City Clerk are hereby authorized and directed to execute the approved Agreements for and on behalf of the City.
4. That the City Clerk shall cause the fully executed Agreements to be recorded with the Ionia County, Michigan, Register of Deeds.

5. That all resolutions or parts of resolutions, to the extent of any conflict herewith, are hereby rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** March 4, 2024

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

### **CERTIFICATION**

I, the undersigned Clerk of the City of Portland, Michigan (the “City”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City at a regular meeting held on March 4, 2024, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

**DATED:** MARCH 4, 2024

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

# Memo



**To:** Tutt Gorman, City Manager

**From:** Todd Davlin, Electric Superintendent

**Cc:** Nikki Miller, City Clerk

**Date:** 2/29/2024

**Re:** Tri County - HomeWorks Connect Fiber Easements

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Attached please find four sets of documents which, if approved, would grant easement to Tri County – HomeWorks Connect (TCHW) to install fiber across City owned property. In each case the proposed fiber route is immediately adjacent to City of Portland – Board of Light and Power (BLP) underground power lines. Three of the easements are located within the three properties that comprise the Bandshell park. The fourth easement crosses a property that acts as an alley off Kent Street. In all cases the purpose of the easement is to allow TCHW to follow the path of existing electric utilities and maximize fiber service opportunities to City of Portland residents with the least amount of disruption. With these purposes in mind, it is my recommendation that City Council approve the proposed easements.

If you have any questions about the proposed easements or associated documents, please do not hesitate to call me at 517.526.3815.

## Permanent Easement for Right of Way

This Easement of Right of Way ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), by and between the City of Portland ("Grantor") with an address of 259 Kent St., Portland, MI 48875 and Grantor's successors and assigns and Tri-County Electric Cooperative, d/b/a HomeWorks Tri-County Electric and HomeWorks Connect, a cooperative corporation ("Grantee", hereinafter called the "Cooperative") whose address is 7973 E. Grand River Ave., Portland, MI 48875, and its successors and assigns.

The Grantor is the owner of certain real property more particularly described in the attached **Exhibit "A"** as the "Property". Grantor desires to convey to Cooperative an easement upon, under, across, over and through the Property, upon the terms and conditions stated below. Grantor covenants and agrees that the Cooperative, its successors or assigns, has the right without payment of any compensation to the Grantor, and for a good and valuable consideration [fiber Cooperative service], the receipt whereof is hereby acknowledged, Grantor does hereby grant unto the Cooperative, and to its successors or assigns, the right to enter upon the lands of the undersigned, recorded **as set forth on EXHIBIT "A," attached and incorporated herewith.**

This easement is exempt from real estate transfer taxes pursuant to MCL 207.505 (a,f) and MCL 207.526 (a.f.)

The undersigned covenant and agree that the Cooperative, its successors or assigns has the right, within 30 feet of the fiber line and fiber system, without payment of any compensation to the Grantor, to construct, reconstruct, repair, operate and maintain on or below the above-described lands for telecommunications line or lines, and fiber or fiber optic lines and cables, connection boxes, cable storage devices, and all other necessary apparatus and systems; and to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, lines, cables, connection boxes; to keep the easement clear of all obstructions; which in the opinion of the Cooperative, interfere or threaten to interfere with or be hazardous to the construction, operation, or maintenance of its facilities.

The undersigned covenant and agree that all, fiber, and other facilities, either above ground or underground, including any main service entrance equipment, installed on or beneath the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned agree that the location of the easement shall be mutually agreed upon on by the Grantor and the Cooperative. The planned easement location is included in **Exhibit B.**

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Signed, Sealed and Delivered in the presence of

**Witnessed by**

**Grantor(s)**

Sign here \_\_\_\_\_

Print or type \_\_\_\_\_

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Acting in the county of: \_\_\_\_\_

**Corporations**

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President of \_\_\_\_\_, a Michigan corporation, for the corporation (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Drafted by and when recorded return to:

Missy Robson  
HomeWorks Tri-County Electric  
7973 E. Grand River Ave.  
Portland MI 48875  
Phone: 1-800-848-9333.  
Fax to: 517-647-4856 or e-mail: [tricoenergy@homeworks.org](mailto:tricoenergy@homeworks.org)

**EXHIBIT "A"**  
PROPERTY AND EASEMENT AREA

Parcel # 34-300-250-000-275-12  
Situating in the Township of Portland, County of Ionia, State of  
Michigan, recorded in Liber \_\_\_\_\_ and Page \_\_\_\_\_, more particularly described as follows:

AMENDED TO THE MASTER DEED ON 2/4/2014, PT OF LOTS 49,50, & 51 SUPERVISOR LINEBAUGH'S ADD. DES AS LYING N & E OF THE FOLLOWING DES LINE; COMM AT THE SE CRN OF SAID LOT 49; THNCE S75D00'00" W117.72 FT ALONG THE SOUTHERLY LINE OF LOT 49 TO POB; THNCE S 75D0'00" W 190.28 FT ALONG THE SOUTHERLY ONE OF LOT 49; THNCE N40D21'10" W 119.61 FT; THNCE N05D51'30" E 131.14 FT; THNCE N05D38'36" W 34.94 FT; THNCE E 176.04 FT; THNCE N 29D43'19" E 92.32 FT; THNCE S 42D59'12" E 120.82 FT; THNCE S 40D29'55" W 21.58 FT' THNCE S 15D29'58" W 149 FT; THNCE S 01D22'05" E 38.95 FT TOTHE POB SAID PARCEL CONTAINING 1.52 ACRES MORE OR LESS; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS IF ANY. SPLIT ON 11/14/2002 INTO 300-250-000-275-10. SPLIT ON 9/21/2018 INTO 300-250-000-275-11 AND 300-250-000-275-12.

**HomeWorks Office Use: \*\*F\*\***

Service Loc # \_\_\_\_\_

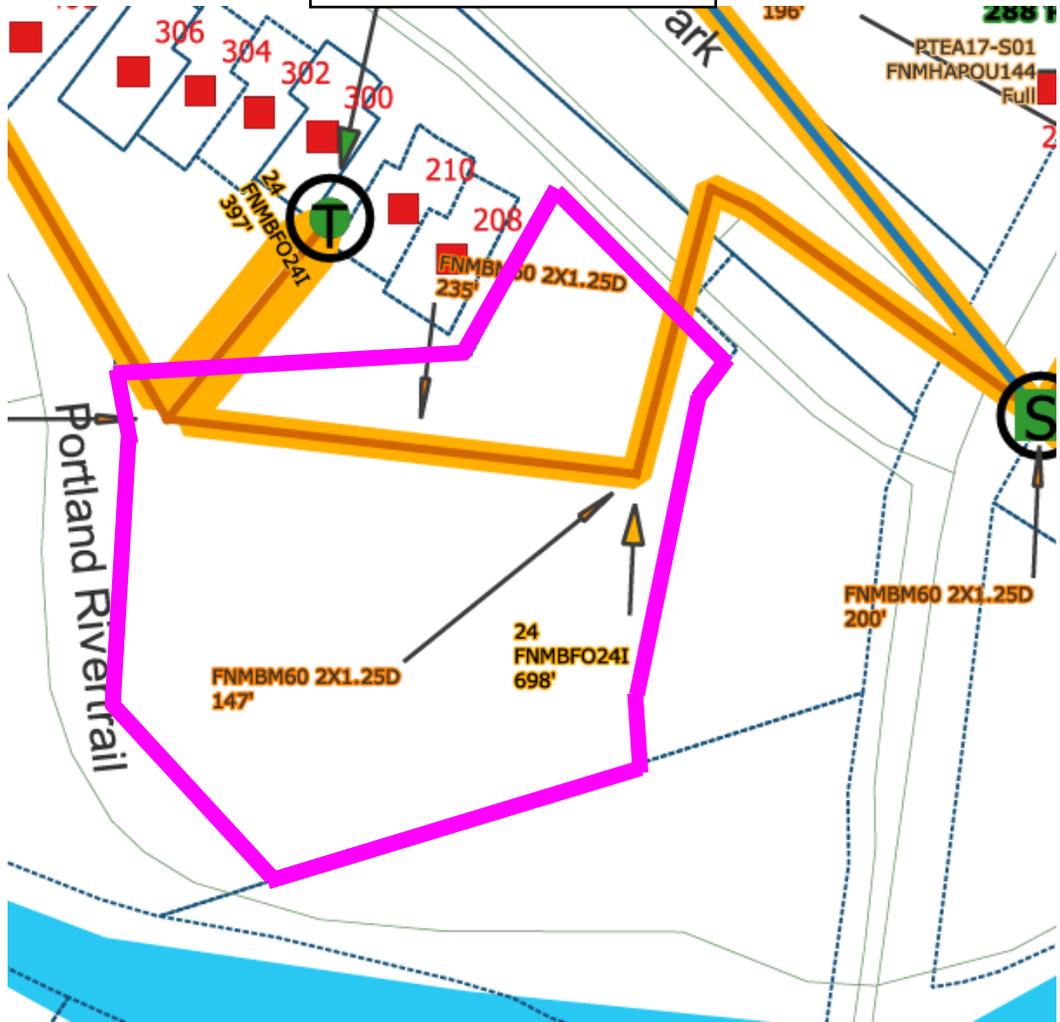
Account \_\_\_\_\_

County \_\_\_\_\_ Quad \_\_\_\_\_

Twp/Sec \_\_\_\_\_ / \_\_\_\_\_

Pole#: \_\_\_\_\_

# EXHIBIT "B"



34-300-250-000-275-12

Parcel 34-300-250-000-275-12 as well as approximate location of proposed construction

### **Permanent Easement for Right of Way**

This Easement of Right of Way ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), by and between the City of Portland ("Grantor") with an address of 259 Kent Street, Portland, MI 48875 and Grantor's successors and assigns and Tri-County Electric Cooperative, d/b/a HomeWorks Tri-County Electric and HomeWorks Connect, a cooperative corporation ("Grantee", hereinafter called the "Cooperative") whose address is 7973 E. Grand River Ave., Portland, MI 48875, and its successors and assigns.

The Grantor is the owner of certain real property more particularly described in the attached **Exhibit "A"** as the "Property". Grantor desires to convey to Cooperative an easement upon, under, across, over and through the Property, upon the terms and conditions stated below. Grantor covenants and agrees that the Cooperative, its successors or assigns, has the right without payment of any compensation to the Grantor, and for a good and valuable consideration [fiber Cooperative service], the receipt whereof is hereby acknowledged, Grantor does hereby grant unto the Cooperative, and to its successors or assigns, the right to enter upon the lands of the undersigned, recorded **as set forth on EXHIBIT "A," attached and incorporated herewith.**

This easement is exempt from real estate transfer taxes pursuant to MCL 207.505 (a,f) and MCL 207.526 (a.f.)

The undersigned covenant and agree that the Cooperative, its successors or assigns has the right, within 30 feet of the fiber line and fiber system, without payment of any compensation to the Grantor, to construct, reconstruct, repair, operate and maintain on or below the above-described lands for telecommunications line or lines, and fiber or fiber optic lines and cables, connection boxes, cable storage devices, and all other necessary apparatus and systems; and to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, lines, cables, connection boxes; to keep the easement clear of all obstructions; which in the opinion of the Cooperative, interfere or threaten to interfere with or be hazardous to the construction, operation, or maintenance of its facilities.

The undersigned covenant and agree that all, fiber, and other facilities, either above ground or underground, including any main service entrance equipment, installed on or beneath the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned agree that the location of the easement shall be mutually agreed upon on by the Grantor and the Cooperative. The planned easement location is included in **Exhibit B.**

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ Signed, Sealed and Delivered in the presence of

**Witnessed by**

**Grantor(s)**

Sign here \_\_\_\_\_

Print or type \_\_\_\_\_

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

\_\_\_\_\_  
Notary Public, State of Michigan, County of

\_\_\_\_\_  
My Commission expires:

\_\_\_\_\_  
Acting in the county of:

**Corporations**

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President of \_\_\_\_\_, a Michigan corporation, for the corporation (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

\_\_\_\_\_  
Notary Public, State of Michigan, County of

\_\_\_\_\_  
My Commission expires:

Drafted by and when recorded return to:  
Missy Robson  
HomeWorks Tri-County Electric  
7973 E. Grand River Ave.  
Portland MI 48875  
Phone: 1-800-848-9333.

Fax to: 517-647-4856 or e-mail: [tricoenergy@homeworks.org](mailto:tricoenergy@homeworks.org)

**EXHIBIT "A"**  
PROPERTY AND EASEMENT AREA

Parcel # \_\_\_\_\_ 34-300-050-000-927-00 \_\_\_\_\_  
Situating in the Township of \_\_\_\_\_ Portland \_\_\_\_\_, County of \_\_\_\_\_ Ionia \_\_\_\_\_, State of  
Michigan, recorded in Liber \_\_\_\_\_ and Page \_\_\_\_\_, more particularly described as follows:

CITY OF PORTLAND COM 167 FT 7 IN S FROM NE CORN LOT 113- BEING THE SW CORN OF BRIDGE & KENT STS. TH: SLY ALG  
WLY LI KENT ST 7 FT 5 INCHES. TH: WLY AT R/A TO KENT ST TO ELY BANK OF RIVER. TH: DOWN RIVER NLY 7 FT 5 IN TH: ELY  
AT R/A TO WLY LI KENT ST & POB. ALSO DESC AS LOT 212 OF THE ORIG PLAT EXC THE N 18 FT 4 INC ALSO EXC THE S 24 FT 3  
INCH-TO BE USED AS A PUBLIC THOROUGHFARE T6N R5W (JENKINS TO CITY) (LOT 212 EXC: N 18.4FT & ALSO EXC: S 24.3FT.)

**HomeWorks Office Use: \*\*F\*\***

Service Loc # \_\_\_\_\_

Account \_\_\_\_\_

County \_\_\_\_\_ Quad \_\_\_\_\_

Twp/Sec \_\_\_\_\_ / \_\_\_\_\_

Pole#: \_\_\_\_\_

# EXHIBIT "B"



34-300-050-000-927-00

Parcel 34-300-050-000-927-00 as well as approximate location of proposed construction

### **Permanent Easement for Right of Way**

This Easement of Right of Way (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”), by and between the City of Portland (“Grantor”) with an address of 259 Kent St., Portland, MI 48875 and Grantor’s successors and assigns and Tri-County Electric Cooperative, d/b/a HomeWorks Tri-County Electric and HomeWorks Connect, a cooperative corporation (“Grantee”, hereinafter called the “Cooperative”) whose address is 7973 E. Grand River Ave., Portland, MI 48875, and its successors and assigns.

The Grantor is the owner of certain real property more particularly described in the attached **Exhibit “A”** as the “Property”. Grantor desires to convey to Cooperative an easement upon, under, across, over and through the Property, upon the terms and conditions stated below. Grantor covenants and agrees that the Cooperative, its successors or assigns, has the right without payment of any compensation to the Grantor, and for a good and valuable consideration [fiber Cooperative service], the receipt whereof is hereby acknowledged, Grantor does hereby grant unto the Cooperative, and to its successors or assigns, the right to enter upon the lands of the undersigned, recorded **as set forth on EXHIBIT “A,” attached and incorporated herewith.**

This easement is exempt from real estate transfer taxes pursuant to MCL 207.505 (a,f) and MCL 207.526 (a.f.)

The undersigned covenant and agree that the Cooperative, its successors or assigns has the right, within 30 feet of the fiber line and fiber system, without payment of any compensation to the Grantor, to construct, reconstruct, repair, operate and maintain on or below the above-described lands for telecommunications line or lines, and fiber or fiber optic lines and cables, connection boxes, cable storage devices, and all other necessary apparatus and systems; and to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, lines, cables, connection boxes; to keep the easement clear of all obstructions; which in the opinion of the Cooperative, interfere or threaten to interfere with or be hazardous to the construction, operation, or maintenance of its facilities.

The undersigned covenant and agree that all, fiber, and other facilities, either above ground or underground, including any main service entrance equipment, installed on or beneath the above-described lands at the Cooperative’s expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned agree that the location of the easement shall be mutually agreed upon on by the Grantor and the Cooperative. The planned easement location is included in **Exhibit B.**

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Signed, Sealed and Delivered in the presence of

**Witnessed by**

**Grantor(s)**

Sign here \_\_\_\_\_

Print or type \_\_\_\_\_

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Acting in the county of: \_\_\_\_\_

**Corporations**

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President of \_\_\_\_\_, a Michigan corporation, for the corporation (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Drafted by and when recorded return to:

Missy Robson  
HomeWorks Tri-County Electric  
7973 E. Grand River Ave.  
Portland MI 48875  
Phone: 1-800-848-9333.  
Fax to: 517-647-4856 or e-mail: [tricoenergy@homeworks.org](mailto:tricoenergy@homeworks.org)

**EXHIBIT "A"**  
**PROPERTY AND EASEMENT AREA**

Parcel # 34-300-028-000-200-01  
Situating in the Township of Portland, County of Ionia, State of  
Michigan, recorded in Liber \_\_\_\_\_ and Page \_\_\_\_\_, more particularly described as follows:

COMBINATION OF FORMER RAILROAD PARCELS: CITY OF PORTLAND SEC 28 T6N R5W THAT STRIP OF LAND 100 FT WIDE (RRD ROW) THAT LIESE OF & ADJ TO THE E LI OF CULVER ADD -COM AT N CITY LIMIT LI (N 1/8 LI) & E LI CULVER ADD TH SELY ALG SD E LI TO E/W 1/4 LI 1767 FT M/L & TH CONTINUE S 32D E 738 FT TH N 57DE 100 FT TH NWLY PARL TO ABOVE DESC E LI TO N CORP LIMIT LI TH W ON SD N 1/8 LI TO POB. 5.75 AC. M/L CITY OF PORTLAND: COM ON N. LI CUTLER RD. & C/L ABANDONED RRD ROW SE 1/4 OF SE 1/4 SEC. 34-6-5. & SD PT BEING 570 FT. E. OF C/L E. GR. RIVER AVE. THIS PARCEL IS 100 FT. WIDE WITH C/L BEING 44 FT. SW PF NELY ROW LI. TH: NWLY AGLD SD RRD C/L 2110 FT. M/L TO E. CORP LINE AS ANNEXED IN 4/17/79. CONTAINS 4.84 AC. CITY OF PORTLAND: A STRIP OF LAND (ABANDONED C/O RRD ROW) BEING 66 FT. WIDE IN NE 1/4 OF NE 1/4 SEC. 30 T6N R5W. DESC. AS BEING 33 FT. EITHER SIDE OF FOLLOWING LINE. COM. 1112.2 FT. W FROM C/L LYONS RD. ON S. LINE GIBBS RD.(BEING THE NORTH LINE OF SEC. 30 IN NE 1/4.) TH: SELY ALG C/L RRD ROW 1200 FT. M/L TO E. LINE SEC. 30. THAT IS 463 FT. M/L SOUTH FROM N. LINE SEC. 30. CONTAINS 1.82 AC. M/L CITY OF PORTLAND E 1/2 SEC 33 & W 1/2 SEC 34 T6N R5W. COM AT PT THAT IS N 12DE 330.33 FR SW CRN LOT 149 JAMES NEWMAN ADD TO SLY BANK LOOKING GLASS RIVER. TH S 87DE 121.07 FT TO RRD ROW TH S 63DE 189.49 FTTH S 31DW 35.14 FT TH S 63DE 652 FT TO E LI GRANT ST IF EXTENDED TH N 31DE 100 FT TH N 63DW ALG N LI ROW 780 FT M/L TO SD RIVERS EDGE. TH SWLYALG RIV BANK 60 FT M/L TO POB-ALSO COM AT NW CRN LOT 149 TH: N 82DE 162.62 TH:N 6DW 9 FT TH: S 87DW154.90 FT TH:S 12DW 24 FT TO POB-L 418 P 607. CITY OF PORTLAND: A STRIP OF LAND 100 FT. WIDE OF RRD ROW (ABANDONED) IN NE 1/4 SEC. 29 T6N R5W. COM S. 1085 FT. M/L FROM N. LINE SEC. 29 ON N/S 1/4 LINE. SD. PT BEING C/L OF RRD ROW. TH: NELY ALG SD C/L 1330 FT. TO E. 1/8 LINE AND SD PT BEING S 925 FT. M/L FROM N. SEC. LINE. TH: NELY 1335 FT. M/L ALG SD C/L TO EAST LINE SEC. 29. SD PT BEING 814.6 FT. SOUTH FROM NORTH LINE SEC. 29. CONTAINS 6.02 AC. M/L. RRD MAP # SEC. 2E DRAWER AF SHEET # 10. EXCEPT: COM. AT A PT ON RRD ROW THAT IS 820.6 FT. SOUTH OF N. LINE SEC. 29 AND E. LINE SEC. 29. TH: WLY 90 FT. PARL TO C/L ROW. TH: S 50 FT. TO S. LI. ROW. TH; ELY 90 FT. TO E SEC. LINE. TH:N 50 FT. TO POB>(DEEDED TO PORTLAND PUBLIC SCHOOLS.)(C/L OF ROW IS 44 FT. S OF N ROW LINE AND 56 FT. N OF S. ROW LINE IN THE 100 FT. ROW AREA.) CITY OF PORTLAND: A STRIP OF LAND 100 FT. WIDE: NW 1/4 OF NW 1/4 SEC. 29-6-5.(THE C/L OF RRD IS 44 FT. S OF N RRD ROW & 56 FT. N OF S ROW LINE.) BEING EITHER SIDE OF THE FOLLOWING DESC. C/L. COM. S 463 FT. M/L FROM N. LINE SEC. 29 ON W. LINE SEC. 29. TH: SELY 700 FT. TO END OF 100 FT. ROW. (ROW NOW BECOMES 66 FT.) TH: SELY 695 FT. TO W 1/8 LINE. TH: SELY & ELY ALG SD C/L IN NE 1/4 OF NW 1/4 1330 FT. M/L TO N/S 1/4 LINE . SAID PT BEING 1085 FT. M/L SOUTH OF N. LINE SEC. 29 AND PT OF ENDING. CONTAINS 4.68 AC. M/L CITY OF PORTLAND. A STRIP OF LAND 100 FT. WIDE OF RRD ROW (ABANDONDED) IN NW 1/4 OF NW 1/4 SEC. 28 T6N R5N. DESC. AS: COM 770.6 FT. SOUTH FROM NW CRN SEC. 28 ON W. SEC. LI. TH: ELY & SELY ALG N RRD ROW 1400 FT. M/L TO THE N 1/8 LI SEC. 28 - ALSO N. CORP CITY LIMIT LINE. TH: W ON N 1/8 LINE TO SWLY RRD ROW LINE 100 FT. M/L. TH: NWLY ALG SWLY ROW LINE 920 FT. M/L TO WLY LI LYONS RD. TH: NW ON W. LI LYONS RD. 75 FT. TH: NW PARL TO C/L RRD 310 FT. M/L TO W SEC 38 LI. TH: N ON SEC LI 50' M/L TO POB. EXCEPTING: LYONS RD. ROW. PARCEL CONTAINS 2.60 AC. COMBINED FROM: 034-000-253-00, 034-000-253-55, 030-000-005-00, 034-000-253-30, 029-000-001-00, 029-000-002-00, 028-000-200-00 ON 12/1/09 CITY OF PORTLAND ALL THAT PORTION OF VACATED CMM RRD ROW LYING ADJACENT TO PLATTED L. STREET. COM AT SE CRN LOT 448 TH:NE TO SW CRN LOT 447. TH:AT R/A SELY TO NW CRN LOT 388 TH: SW TO NE CRN LOT 387 FOR 60 FT.TH: NW TO SE CRN LOT 448 & POB.BARTOW'S 2ND ADD. T6N R5W COMBINED INTO 028-000-200-01 FOR 2010 FROM 070-000-501-00

<b>HomeWorks Office Use: **F**</b>	
Service Loc #	_____
Account	_____
County	_____ Quad _____
Twp/Sec	_____ / _____
Pole#:	_____



### **Permanent Easement for Right of Way**

This Easement of Right of Way ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Grantor") with an address of 259 Kent St, Portland, MI 48875 and Grantor's successors and assigns and Tri-County Electric Cooperative, d/b/a HomeWorks Tri-County Electric and HomeWorks Connect, a cooperative corporation ("Grantee", hereinafter called the "Cooperative") whose address is 7973 E. Grand River Ave., Portland, MI 48875, and its successors and assigns.

The Grantor is the owner of certain real property more particularly described in the attached **Exhibit "A"** as the "Property". Grantor desires to convey to Cooperative an easement upon, under, across, over and through the Property, upon the terms and conditions stated below. Grantor covenants and agrees that the Cooperative, its successors or assigns, has the right without payment of any compensation to the Grantor, and for a good and valuable consideration [fiber Cooperative service], the receipt whereof is hereby acknowledged, Grantor does hereby grant unto the Cooperative, and to its successors or assigns, the right to enter upon the lands of the undersigned, recorded **as set forth on EXHIBIT "A," attached and incorporated herewith.**

This easement is exempt from real estate transfer taxes pursuant to MCL 207.505 (a,f) and MCL 207.526 (a.f.)

The undersigned covenant and agree that the Cooperative, its successors or assigns has the right, within 30 feet of the fiber line and fiber system, without payment of any compensation to the Grantor, to construct, reconstruct, repair, operate and maintain on or below the above-described lands for telecommunications line or lines, and fiber or fiber optic lines and cables, connection boxes, cable storage devices, and all other necessary apparatus and systems; and to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, lines, cables, connection boxes; to keep the easement clear of all obstructions; which in the opinion of the Cooperative, interfere or threaten to interfere with or be hazardous to the construction, operation, or maintenance of its facilities.

The undersigned covenant and agree that all, fiber, and other facilities, either above ground or underground, including any main service entrance equipment, installed on or beneath the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned agree that the location of the easement shall be mutually agreed upon on by the Grantor and the Cooperative. The planned easement location is included in **Exhibit B.**

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Signed, Sealed and Delivered in the presence of

**Witnessed by**

**Grantor(s)**

Sign here \_\_\_\_\_

Print or type \_\_\_\_\_

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Acting in the county of: \_\_\_\_\_

**Corporations**

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President of \_\_\_\_\_, a Michigan corporation, for the corporation (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Drafted by and when recorded return to:

Missy Robson

HomeWorks Tri-County Electric

7973 E. Grand River Ave.

Portland MI 48875

Phone: 1-800-848-9333.

Fax to: 517-647-4856 or e-mail: [tricoenergy@homeworks.org](mailto:tricoenergy@homeworks.org)

**EXHIBIT "A"**  
PROPERTY AND EASEMENT AREA

Parcel # 34-300-250-000-265-10  
Situating in the Township of Portland, County of Ionia, State of  
Michigan, recorded in Liber \_\_\_\_\_ and Page \_\_\_\_\_, more particularly described as follows:

PT OF LOTS 49, 50 & 51 SUP LINEBAUGHS ADD, DES AS LYING W & S OF THE FOLLOWING DESCRIBED LN; COMM AT THE SE CRN OF SAID LOT 49; THNCE S75D00'00"W 308 FT TO THE POB; THNCE N40D21'10"W 119.61 FT; THNCE N05D51'30E 131.14 FT; THNCE N05D38'36"W 64.82 FT; THNCE N 30D19'26"W 230.17 FT; THNCE N05D04'43"E 111.72 FT; THNCE N20D10'39"E 79.24 FT; THNCE N57D46'20"E 41.62 FT; THNCE S37D00'05"E 211.36 FT; THNCE N52D59'55"E 20 FT TO THE E LINE OF THE SAID LOT 51 AND THE POINT OF END.T6N R5W, SEC 27 & 34, CITY OF PORTLAND.

**HomeWorks Office Use: \*\*F\*\***

Service Loc # \_\_\_\_\_

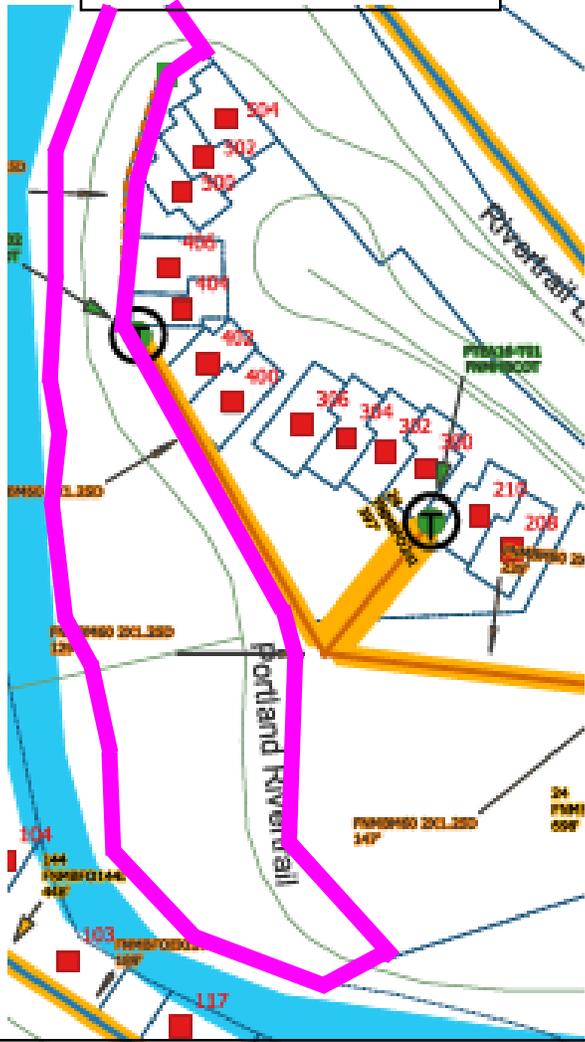
Account \_\_\_\_\_

County \_\_\_\_\_ Quad \_\_\_\_\_

Twp/Sec \_\_\_\_\_ / \_\_\_\_\_

Pole#: \_\_\_\_\_

# EXHIBIT "B"



34-300-250-000-265-10

Parcel 34-300-250-000-265-10 as well as approximate location of proposed construction

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-20**

**A RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION FOR LOCAL BRIDGE PROGRAM FUNDS FOR PREVENTATIVE MAINTENANCE OF THE BRIDGE STREET BRIDGE OVER THE GRAND RIVER**

**WHEREAS**, the Michigan State Legislature and the U.S. Congress have appropriated funds for preventative maintenance of local bridges in the State of Michigan; and

**WHEREAS**, the Bridge Street Bridge over the Grand River is deteriorated and in need of maintenance; and

**WHEREAS**, the City Council supports an application requesting funding for this project.

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

1. The City Council hereby approves of the filing of an application with the Michigan Department of Transportation requesting funds through their Local Bridge Program for preventative maintenance of the Bridge Street Bridge over the Grand River and further, that the City is seeking the Department's active participation in the project.
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:** March 4, 2024

\_\_\_\_\_  
**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. 24-21**

**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 \$173,610.00, a copy of which is attached as Exhibit A.

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

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

1. The Portland City Council approves the pay request from F&V Construction for work performed for the wastewater treatment plant project in the amount of \$173,610.00, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** March 4, 2024

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

To (Owner): <b>City of Portland</b> 259 Kent Street Portland, MI 48875	Project: <b>Wastewater System Improvements</b> CWSRF No. 5758-01	Invoice No.: <b>2231</b>  Application No.: <b>25</b> Application Date: <b>February 28, 2024</b>  Period to: <b>February 29, 2024</b>  FVC Proj No.: <b>1221</b> Contract Date: <b>December 23, 2021</b>
DESIGN-BUILDER: <b>F&amp;V Construction</b> 2960 Lucerne Drive SE Grand Rapids, MI 49546		

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 .....	\$ 12,800,208.69
(Line 1 + Line 2)	
4. TOTAL COMPLETED & STORED TO DATE .....	\$ 10,774,168.08
5. RETAINAGE .....	\$ 603,010.00
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5) .....	\$ 10,171,158.08
7. LESS PREVIOUS PAYMENTS .....	\$ 9,997,548.08
8. CURRENT PAYMENT DUE .....	\$ 173,610.00
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$ 2,629,050.61
(Line 3 - Line 4 + Line 5)	

AMOUNT CERTIFIED

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

\$ 173,610.00

DESIGN-BUILDER:

By: 

Date: 2/28/2024

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. 25

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	\$ 1,333,911.40	\$ 34,700.00	\$ 1,368,611.40	\$ 171,007.60	89%
C2	Concrete	\$ 684,595.00	\$ 3,534.00	\$ 688,129.00	\$ 387,000.00	\$ 24,045.00	\$ 411,045.00	\$ 277,084.00	60%
C3	General Trades	\$ 656,125.00	\$ 49,589.00	\$ 705,714.00	\$ 525,000.00	\$ 13,000.00	\$ 538,000.00	\$ 167,714.00	76%
C4	Painting	\$ 210,568.00	\$ 12,158.00	\$ 222,726.00	\$ 156,579.00	\$ -	\$ 156,579.00	\$ 66,147.00	70%
C5	Mechanical	\$ 4,527,209.20	\$ 44,434.19	\$ 4,571,643.39	\$ 4,110,500.00	\$ 35,000.00	\$ 4,145,500.00	\$ 426,143.39	91%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ 22,279.00	\$ 1,095,016.00	\$ 1,005,935.30	\$ 6,331.70	\$ 1,012,267.00	\$ 82,749.00	92%
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	\$ 33,900.00	\$ 4,500.00	\$ 38,400.00	\$ 11,500.00	77%
	Owner's System Integrator Lift Stations	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	0%
	General Conditions	\$ 313,700.00	\$ -	\$ 313,700.00	\$ 271,000.00	\$ 10,500.00	\$ 281,500.00	\$ 32,200.00	90%
	Design-Builder's Fee	\$ 831,800.00	\$ 3,933.00	\$ 835,733.00	\$ 720,452.00	\$ 10,808.00	\$ 731,260.00	\$ 104,473.00	87%
	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	\$ 602,500.38	\$ 34,725.30	\$ 637,225.68	\$ 152,574.32	81%
	Design-Builder's Contingency	\$ 602,745.80	\$ (71,797.50)	\$ 530,948.30	\$ -	\$ -	\$ -	\$ 530,948.30	0%
	<b>Contract Total</b>	<b>\$ 12,750,000.00</b>	<b>\$ 50,208.69</b>	<b>\$ 12,800,208.69</b>	<b>\$ 10,600,558.08</b>	<b>\$ 173,610.00</b>	<b>\$ 10,774,168.08</b>	<b>\$ 2,026,040.61</b>	<b>84%</b>



# City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Tuesday, February 20, 2024

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

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

Guests: None

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

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

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

There was no Public Comment.

Under the City Manager Report, City Manager Gorman stated the preconstruction meeting for the Kent Street Improvement Project was held February 14, 2024. The anticipated start date for the project is April 29, 2024. Large signage with information about the project will be posted downtown. Public workshops will be held in March to answer questions and concerns about the project.

The new river crossing, related to the Wastewater Treatment Plant Improvement Project, and the demolition of the building at 103 E. Grand River Ave. will also take place during the Kent Street Improvement Project. The Grand River bridge will need to be closed for a period of time to accommodate work related to the river crossing.

FEMA was in Portland last week in relation to the severe storms that caused significant damage in August 2023. The Federal government has approved assistance to individual property owners.

The City has established a new call center for residents to report damage to city infrastructure including but not limited to damage to electrical infrastructure, water infrastructure, sewer system infrastructure, roads, or streetlights. Residents should call 888-495-5199.

The Annual Ambulance Meeting with participating jurisdictions will take place on February 28, 2024, to discuss funding for the upcoming Fiscal Year 2024/2025. The City will be requesting a \$10.00 increase in the per capita funding.

The Council met for its Goal Session Meeting on February 12, 2024. The City Council set a very aggressive agenda for the year with many upcoming projects.

There were no Presentations.

Under New Business, the Council considered Resolution 24-14 to approve Fleis & VandenBrink's proposal in the amount of \$220,000.00 to provide construction engineering services for the Kent Street Improvement Project.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 24-14 approving Fleis & VandenBrink's proposal to provide construction engineering services for the Kent Street Improvement Project.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 24-15 to approve Fleis & VandenBrink's proposal in the amount of \$10,000.00 to provide design and construction engineering services for the River Trail Renovation Project.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 24-15 approving Fleis & VandenBrink's proposal to provide design and construction engineering services for the River Trail Renovation Project.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

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 February 5, 2024, and the Goal Session held on February 12, 2024, payment of invoices in the amount of \$125,634.87, and payroll in the amount of \$138,224.92 for a total of \$263,859.79. There were no purchase orders over \$5,000.00.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman noted the Annual Daddy/Daughter Dance will be held February 21<sup>st</sup> and 22<sup>nd</sup>, 2024.

City Clerk Miller provided information related to the upcoming Presidential Primary Election on Tuesday, February 27, 2024.

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck noted the VFW will host a Walleye Dinner to benefit the David A Huhn Memorial Scholarship on March 1, 2024, from 5:00 – 8:00 P.M.

Council Member Johnston noted the Portland High School Theatre Department will perform The Little Mermaid March 7<sup>th</sup> – 10<sup>th</sup>, 2024.

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

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Meeting adjourned at 7:27 P.M.

Respectfully submitted,

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James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the February 20, 2024, City Council Meeting**  
**In the City Council Chambers at City Hall**  
**259 Kent St., Portland, MI 48875**

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

**Present** – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Gorman; City Clerk Miller; Police Chief Thomas

**Approval of Resolution 24-14** approving Fleis & VandenBrink’s proposal to provide construction engineering services for the Kent Street Improvement Project.

All in favor. Adopted.

**Approval of Resolution 24-15** approving Fleis & VandenBrink’s proposal to provide design and construction engineering services for the River Trail Renovation Project.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 8:27 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
B&W AUTO SUPPLY, INC.	00030	VAR PURCHASES - VAR DEPTS	290.00
DORNBOS SIGN, INC.	00067	DROP BOX SIGN FOR ELECTION MATERIALS - ELECTIO	23.05
CINTAS	00083	MED CABINET RESTOCK - WW	75.37
CINTAS	00083	MEDICINE CABINET REFILL DAM- ELECTRIC	7.15
CINTAS	00083	MEDICINE CABINET REFILL - ELECTRIC	195.88
CINTAS	00083	MEDICINE CABINET REFILL - ELECTRIC	142.58
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	1,265.61
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	1,722.29
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	115.80
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	141.31
CONSUMERS ENERGY	00095	GAS SERVICE - WW	1,259.08
CONSUMERS ENERGY	00095	GAS SERVICE - WW	18.22
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	244.43
CONSUMERS ENERGY	00095	GAS SERVICE - MP	16.00
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	20.45
COOK BROS EXCAVATING	00101	SERVICE LINE REPLACEMENT LINCOLN ST - WATER	2,984.00
COOK BROS EXCAVATING	00101	SERVICE LINE REPLACEMENT GREEN ST - WATER	2,269.50
FIRE PROS, LLC	00151	ANNUAL FIRE EXTINGUISHER INSPECT - MTR POOL	255.75
FLEIS & VANDENBRINK	00153	GEN ENGINEERING SVC - GEN	1,343.17
FLEIS & VANDENBRINK	00153	ENG CONSTRUCTION SVCS - MAJ STS	2,690.71
GRAINGER, INC.	00172	EYE WASH CARTRIDGES - ELECTRIC	598.26
GRAINGER, INC.	00172	SPADE - MAJ STS	51.54
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	7,960.00
KEUSCH TIRE & AUTO	00228	CAR 302 TIRE REPAIR - POLICE	30.00
MENARDS	00260	LUMBER SUPPLIES KENT ST SIGN STAND - MAJ STS	337.77
MICHIGAN MUNICIPAL WC FUND	00291	WORKERS COMP PAYROLL AUDIT - VAR DEPTS	2,668.00
MISS DIG SYSTEM	00312	ANNUAL TRANS MEMBER FEE - ELEC, WATER, WW	1,790.16
MUNICIPAL INSPECTION SERVICES	00323	FLOOD EMERGENCY INSPECT FEES- GEN	225.00
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	3,693.00
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	2,885.00
MUNICIPAL SUPPLY CO.	00324	MISS DIG SUPPLIES - ELECTRIC	250.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
PORTLAND TOWNSHIP TREASURER	00371	ANNEX AGREEMENT REV SHARING NOV-DEC 2023- COM	6,244.03
POWER LINE SUPPLY COMPANY	00389	REPAIR & MAINTENANCE - ELECTRIC	204.00
RESCO	00392	TAGS FOR ASSET MGMT - ELECTRIC	490.21
RESCO	00392	LOCKS - ELECTRIC	875.00
RESCO	00392	MTR CONTROL HANDHELD KIT - ELECTRIC	2,671.01
RESCO	00392	ELBOW GROND SET THREAD CLAMP - ELECTRIC	1,331.47
CITY OF PORTLAND - PETTY CASH	00701	VAR REIMBURSEMENTS - VAR DEPTS	453.03
PLEUNE SERVICE COMPANY INC.	00741	WELDING REPAIR - ELECTRIC	1,261.00
PLEUNE SERVICE COMPANY INC.	00741	MUA MAINTENANCE- WW	1,179.14
OTIS ELEVATOR	00970	MAINTENANCE 3-1 TO 5-31 2024- CITY HALL	689.61
ORIENTAL TRADING CO., INC.	01041	GIFTS DADDY DAUGHTER DANCE - REC	336.96
RICK E. RISK	01315	SERVICE FEE - INCOME TAX	53.51
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	369.44
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	80.89
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	266.43
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
STAR THOMAS	01654	PAPER, PAINT SUPPLIES REIM - POLICE	72.75
VAN BRO'S IRRIGATION INC.	01762	IRRIGATION CONTRACT - PARKS, CITY HALL, DDA	930.00
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	400.17
REFLECTIONS PHOTOGRAPHY	02013	PICTURES DADDY DAUGHTER DANCE - REC	858.00
CULLIGAN	02130	WATER 3X CITY HALL - GEN	23.00
CULLIGAN	02130	WATER X1 - WW	9.00
CULLIGAN	02130	WATER X2 - WW	16.00
POLYDYNE INC.	02196	4 DRUMS POLYMER - WW	3,074.04
DICKINSON WRIGHT PLLC	02244	LEGAS SERVICES - GEN, ECON DEV	2,182.50
FENCE CONSULTANTS OF WEST MICHIGAN	02267	FENCE PURCHASE/INSTALL - PARKS APPR CON AGENDA	6,683.00
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	465.64
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	200.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	400.00
HUTSON, INC.	02677	PALLET FORK - PARKS, CEM	1,187.22
CORRIGAN OIL CO, NO. 11	02693	OIL FOR TURBO - ELECTRIC	268.75

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
NTH CONSULTANTS, LTD	02708	CLEAR AIR ACT COMPLIANCE - ELECTRIC APPR RES 2	7,000.00
ALT PRINTING CO.	02712	BBALL SHIRTS K 2024- REC	528.00
DON FOX	02717	EMS CONF/DUES - AMB	440.00
DAN SOWLES	02724	EMS INST COORDINATOR REG - AMB	365.00
DAN SOWLES	02724	CELL PHONE REIMB - AMB	40.00
ENVIRONMENTAL SYSTEMS RESEARCH INS	02737	SOFTWARE SUBDCRIPTION - ELECTRIC	4,945.00
VC3 INC.	02745	REPLACEMENT PC FOR SCADA - WATER	1,059.00
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND HALF OF FEB 2024. - ASSE	1,630.83
MIDWEST DIAL TONE LLC	02813	MONTHLY PHONE BILLING - GEN	670.80
VISION METERING, LLC	02816	METERS - ELECTRIC APPRV RES 23-83	26,470.00
VISION METERING, LLC	02816	AUTO METER INFRASTRUCTURE - ELECTRIC APP RES 23	18,000.00
HYDRO PARTNERS	02821	ENG/OPERATIONS SUPPORT FOR DAM - ELECTRIC	1,125.00
PET WASTE ELIMINATOR	02860	PET WASTE BAG REFILLS - PARKS	276.79
VIZCOM	02861	SIGNS FOR KENT ST - MAJ STS	5,190.00
Total:			\$136,625.30

**BI-WEEKLY  
WAGE REPORT  
March 4, 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.	11,738.52	212,128.59	4,345.48	74,133.85	16,084.00	286,262.44
ASSESSOR		-		-	-	-
CEMETERY	2,511.86	72,448.42	962.62	20,352.68	3,474.48	92,801.10
POLICE	20,428.08	328,648.89	5,926.86	103,452.39	26,354.94	432,101.28
CODE ENFORCEMENT	76.29	1,048.87	5.89	88.36	82.18	1,137.23
PARKS	2,268.43	62,181.69	921.27	12,144.96	3,189.70	74,326.65
INCOME TAX	2,792.50	45,591.20	760.39	15,249.17	3,552.89	60,840.37
MAJOR STREETS	3,619.34	72,906.76	1,946.79	31,517.76	5,566.13	104,424.52
LOCAL STREETS	3,486.05	69,285.83	2,344.24	31,307.90	5,830.29	100,593.73
RECREATION	1,689.09	28,712.39	480.45	8,813.46	2,169.54	37,525.85
AMBULANCE	23,712.93	367,905.38	5,209.59	90,061.09	28,922.52	457,966.47
DDA	3,060.56	47,254.47	701.29	8,827.01	3,761.85	56,081.48
ELECTRIC	22,285.24	394,321.49	9,959.78	133,237.64	32,245.02	527,559.13
WASTEWATER	10,273.41	182,608.28	2,843.43	49,735.65	13,116.84	232,343.93
WATER	7,700.88	124,870.17	3,193.85	48,975.93	10,894.73	173,846.10
MOTOR POOL	849.18	15,580.92	276.33	5,829.89	1,125.51	21,410.81
<b>TOTALS:</b>	<b>116,492.36</b>	<b>2,025,493.35</b>	<b>39,878.26</b>	<b>633,727.74</b>	<b>156,370.62</b>	<b>2,659,221.09</b>

**BI-WEEKLY CASH BALANCE ANALYSIS**  
**AS OF 02/28/2024**  
**MEETING DATE 03/04/2024**

<b>Fund</b>	<b>Description</b>	<b>Beginning Balance 02/28/2024</b>	<b>Total Cash in</b>	<b>Total Cash out</b>	<b>Cash Balance 03/04/2024</b>	<b>Time Certificates</b>	<b>Ending Balance 03/04/2024</b>
101	GENERAL FUND	2,316,498.64	252,283.81	(227,310.27)	2,341,472.18	218,908.00	2,560,380.18
105	INCOME TAX FUND	255,852.36	18,752.50	(25,847.17)	248,757.69	10,000.00	258,757.69
150	CEMETERY PERPETUAL CARE FUND	65,588.05	175.00	-	65,763.05		65,763.05
202	MAJOR STREETS FUND	431,934.85	7,190.57	(21,457.33)	417,668.09		417,668.09
203	LOCAL STREETS FUND	148,588.49	6,515.25	(18,860.93)	136,242.81		136,242.81
208	RECREATION FUND	22,889.51	14,732.60	(7,838.31)	29,783.80		29,783.80
210	AMBULANCE FUND	127,791.75	38,458.36	(67,487.38)	98,762.73		98,762.73
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	702,286.12	2,998.18	(12,583.59)	692,700.71		692,700.71
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	20,584.76	10,885.19	(16,285.48)	15,184.47		15,184.47
582	ELECTRIC FUND	5,888,247.85	297,238.98	(304,670.86)	5,880,815.97	468,768.00	6,349,583.97
590	WASTEWATER FUND	1,719,711.14	455,328.64	(427,871.52)	1,747,168.26		1,747,168.26
591	WATER FUND	430,879.56	58,190.97	(38,995.20)	450,075.33	407,700.00	815,227.44
661	MOTOR POOL FUND	206,243.49	12,943.46	(12,828.95)	206,358.00		206,358.00
703	CURRENT TAX FUND	308,090.29	20,293.15	(309,863.82)	18,519.62		18,519.62
<b>TOTAL - ALL FUNDS</b>		<b>12,648,549.11</b>	<b>1,195,986.66</b>	<b>(1,491,900.81)</b>	<b>12,352,634.96</b>	<b>1,105,376.00</b>	<b>13,415,463.07</b>
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	2,455,067.41	2,455,067.41
					ELECTRIC-PRIN & INT ESCROW	88,564.71	88,564.71
					ELECTRIC- GOLT BOND RESERVE 23	-	-
					WASTEWATER DEBT ESCROW	294,390.24	294,390.24
					WASTEWATER REPAIR ESCROW	355,082.31	355,082.31
					WASTEWATER 2022 BOND RESERVE	263,627.77	263,627.77
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	49,947.89	49,947.89
							<b>17,846,107.62</b>

**\*Customer Deposit Breakdown**

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





4500 Broadmoor Ave SE  
Grand Rapids, MI 49512

# Invoice

Date	Invoice #
2/26/24	37042

<b>Bill To</b>
City of Portland 259 Kent Street Portland, MI 48875

<b>Ship To</b>

S.O. No.	P.O. No.	Terms	Due Date	Rep
49468		PRE-PAY	2/26/24	SB

Description	Qty	Rate	Amount
96 x 58 Digitally printed concrete vinyl, laminated, square cut and ready to apply	6	515.00	3,090.00
60 x 120 direct prints to one side of 3mm white dibond	3	685.00	2,055.00
Delivery	1	45.00	45.00
<p>We have moved to a new location Please make note of our new address: 4500 Broadmoor Ave. SE Grand Rapids, MI 49512</p>			

INVOICES NOT PAID WITHIN 30 DAYS OF PRODUCT SHIPPING WILL BE SUBJECT TO A MONTHLY SERVICE FEE OF 1.825% OF THE INVOICE. IF YOU NEED TO PAY WITH A CREDIT CARD A 2.9% CONVENIENCE FEE WILL APPLY.	<b>Subtotal</b>	\$5,190.00
	<b>Sales Tax (6.0%)</b>	\$311.40

<b>Phone #</b>	<b>Fax #</b>
616 452-2001 866 932-2001 866 275-7655	616 452-1772

www.vizcomprints.com

<b>Total</b>	\$5,501.40
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,501.40



# PURCHASE ORDER

## City of Portland

P.O. 13248

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

VENDOR Peerless Midwest Inc  
605 Apple Tree Dr  
Ionia MI 48846

DATE: 2-29-24

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Repair/Rebuild Well #6	591-441-936		est 24,317.69
DEPARTMENT HEAD (UP TO \$500) <u>B. Cervetti</u>		TOTAL	

MT

Treasurer Initials

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



1979-2024

**QUOTATION**

City of Portland \_\_\_\_\_

259 Kent Street \_\_\_\_\_

Portland, MI 48875 \_\_\_\_\_

QUOTE # RWM-2024-0227R1

Attn: Mr. Rod Smith \_\_\_\_\_

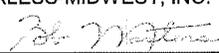
DATE February 27, 2024

REFERENCE Well No. 6 Pump Overhaul

Item	Unit Cost	Unit	Quantity	Total
Mobilize, pull pump, and inspect.	LS	EA	1	\$2,500.00
Shop and machinist labor for pump overhaul	LS	EA	1	\$3,840.00
Replace pump bowl with new National Pump 5 stage, 10" bowl	LS	EA	1	\$5,704.95
Materials to overhaul column assembly with new sleeves, bearings and couplings if shaft is still in acceptable condition. New head and motor shaft, new adjusting nut.	LS	EA	1	\$3,131.08
Shop and Machine Labor to overahul pump, machine shafts, replace bearings and sleeves and assemble with repairs	LS	EA	1	\$3,080.00
Complete 50 HP motor overhaul with new upper and lower bearings, insulate and bake windings, dynamic balance, check machine fits, surge test, reassemble with repairs	LS	EA	1	\$3,096.66
Copper airline, gauge, flange pack	LS	EA	1	\$215.00
Mobilize, set pump, chlorinate well, startup and test, collect 1st bacti sample only.	LS	EA	1	\$2,750.00

**TOTAL-->>> \$24,317.69**

ACCEPTED BY \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_

PEERLESS-MIDWEST, INC.  
  
 \_\_\_\_\_  
 Bob Masters

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

Held on Monday, January 29, 2024  
In the Council Chambers at City Hall

Members Present: Gorman, Vogl, Ward, Madarang, Williamson, Briggs, Sandborn

Members Absent: Barnes

Staff: Director ConnerWellman, City Clerk Miller

Guests: Mike Judd

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

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

There was no Public Comment.

Motion by Williamson, supported by Briggs, to approve the minutes of the November 27, 2023, regular meeting.  
All in favor. Adopted.

Motion by Williamson, supported by Briggs, to approve the Treasurer's Report as presented.  
All in favor. Adopted.

Under Team Reports, City Manager Gorman provided a brief update on Kent Street Improvement Project expected to be begin April 1, 2024. The contractor is working on a tentative construction schedule.

Chair Madarang noted there was discussion about Brewfest on the Bridge and planning for the rebranded event for 2024.

Under Old Business, Director ConnerWellman noted the Semi-Annual Public Presentation and Information Session will be held at the DDA Meeting on Monday, February 26, 2024, at 7:00 P.M.

Dr. Williamson will be managing the fireworks this year, scheduled for Friday, June 28, 2024.

Under New Business, Director ConnerWellman stated that in anticipation of the upcoming Kent Street Improvement Project there was a Business Construction Strategy Meeting on Wednesday, January 22, 2024, to strategize with the downtown businesses about how to navigate through the construction process.

City Manager Gorman provided further information.

Lawton High School will visit Portland on Friday, May 24, 2024, as part of their Senior Mystery Trip Tour.

Director ConnerWellman presented the Director’s Report, including review and highlights of 2023.

Under Board Member comments, City Manager Gorman provided information on the flood/ice jam that occurred over the weekend. He extended his gratitude to City Staff for their professionalism and expertise in handling the situation.

City Manager Gorman also provided brief development updates.

Motion by Williamson, supported by Gorman, to adjourn the meeting at 7:31 P.M.  
All in favor. Adopted

Respectfully submitted,

---

Margery Briggs, Secretary



Date: February 26, 2024

**REPORT OF FUNDS IN DDA AS OF: February 16, 2024**

**PRINCIPAL & INTEREST ACCOUNT**

PREVIOUS BALANCE:	<u>12/31/2023</u>	<u>\$ 501.78</u>
<b>NEW BALANCE:</b>	<b><u>1/31/2024</u></b>	<b><u>\$ 501.78</u></b>

**PRIME ACCOUNT**

PREVIOUS BALANCE:	<u>12/31/2023</u>	<u>\$ 25,277.74</u>
DEPOSITS:		\$ -
Due to customers:		\$ (803.20)
<b>NEW BALANCE:</b>	<b><u>1/31/2024</u></b>	<b><u>\$ 24,474.54</u></b>

**REGULAR ACCOUNT**

PREVIOUS BALANCE:	<u>1/16/2024</u>	\$ 681,458.62
INTEREST EARNED:		\$ 174.85
DEPOSITS:		\$ 17.02
Misc Reimb.		\$ -
Beerfest		\$ 550.00
HolidayFest		\$ -

**CHECKS WRITTEN:**

Ck No.	Payee:	<u>AMOUNTS</u>
	Admin charge February 2024	\$ 900.00
	Bank fee - Fraud Protection	\$ 30.00

In Between Meeting Checks:

2476	City of Portland, Reimb for credit card, postage, misc.	\$ 2,152.36
2477	Fleis & Vandenbrink, Engineering services for 103 E. Grand River	\$ 1,480.00
2478	Jason Klees, Bridge Lights	\$ 1,864.87
2479	Michigan Downtown Association	\$ 150.00
2480	Tina Conner-Wellman, mileage, & phone reimbursement	\$ 40.00
		\$ (6,617.23)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 1/17/2024 - 02/16/2024 \$ (6,235.43)

TOTAL EXPENSES: \$ (12,852.66)

**NEW BALANCE:** 2/16/2024 **\$ 669,347.83**

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

City Of Portland  
Water Department  
Monthly Water Report  
February 2024

Monthly Water Production

Well #4	5,730,000 Gallons
Well #5	0 Gallons
Well #6	2,684,000 Gallons
Well #7	548,000 Gallons

Daily Water Production

Well #4	197,586 Gallons
Well #5	0 Gallons
Well #6	92,551 Gallons
Well #7	18,896 Gallons

Daily Average Water Production for All Wells 309,033 Gallons

Total Water Production for the Month 9,142,000 Gallons

Total Water Production for the Previous Month 8,449,000 Gallons

Total Production increased by 693,000 Gallons

Total Production for This Month from the Previous Year 8,344,000 Gallons

Total Production increased by 798,000 Gallons

Rodney D. Smith Jr.  
Water Technician



February 20, 2024

S. Tutt Gorman, City Manager

City of Portland

259 Kent Street

Portland, MI 48775

**RE: January 2024 Monthly Operation Report**

Dear Mr. Gorman:

Attached is our Monthly Operation Report for the operation of the Wastewater Treatment Plant for the month of January 2024. I will submit future progress reports on a monthly basis for your review. All information and data used to compile this report is available for your review. If you have any questions, please email me at, [tsmith@portland-michigan.org](mailto:tsmith@portland-michigan.org).

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Smith', written over a light blue horizontal line.

Tony Smith

City of Portland WWTP Superintendent

- **ADMINISTRATIVE REPORT**

The January 2024 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes and Energy (EGLE). The average influent flow was 428,000 gallons per day. The daily maximum flow was 1,311,000 GPD. The WWTP discharged a total of 11.935 MG (million gallons) of final effluent to the Grand River for the month of January and treated a total of 13.253 MG (million gallons) of influent (raw wastewater). The Monthly Operating Report (MOR) is included in this report.

- **STAFF NOTES**

- WWTP staff has continues to locate and mark known sewer infrastructure for the Fiber installation.
- Staff continues to handle the process changes required to keep construction on track. We are currently flowing wastewater through the Western MBBR and have been achieving the target BOD (Biochemical Oxygen Demand) percent removal. The permit requirement for percent removal on BOD's is 85 percent for a monthly average. WWTP staff has taken down the Eastern side of Aeration multiple times in January for preparation for construction. The weather was not cooperating with the construction plan, we had to put the Eastern side back on-line on two different occasions due to either extreme cold temps or the ice jam that occurred in January.
- Mersino Pumps was called to assist with the Plant hydraulic overloading that was experienced on January 27<sup>th</sup>. The high flows overwhelmed the WWTP well beyond its capacity. Staff was able to relieve the plant with the two 6" trash pumps by pump assisting the flow through the plant by pumping instead of relying on gravity flow. The event was short lived compared to the ice jam in 2019, with flows returning to normal within 24 hours.
- City staff responded to multiple issues with the sanitary collection system in January. There were two sanitary backups in January, one on Querterline St. and another on Lyons Road. Both backups were investigated and determined to be the homeowner's lateral that was the issue. WWTP staff also responded to multiple after hours call outs with plant equipment failure due to extreme cold temps.
- City staff continues to help contractors in any way possible to keep the upgrade process moving along safely and smoothly.
- WWTP plant operators have been enrolled in two courses geared towards Wastewater. These classes will be beneficial in preparation for upcoming State Licensing exams.
- City staff has begun searching for a replacement Sewer Vac Truck. WWTP and DPW staff was able to demo another Vac truck again this month. We were able to demo a Vac-Con combination unit which is similar to what we currently have in our fleet. The familiarity of this truck to our current one is a plus for the staff that will be possibly putting it to use. This will be funded from the appropriations funds the City of Portland received in 2023. The two items that are top priority are to repair or replace the Sewer mains that are routed under the Grand River and connect on Water Street and also to replace the Cities aging Vactor truck. A reliable Vac-truck is crucial for cleaning and maintaining the city's sewer infrastructure as well as assisting with the taking down of the of plant equipment for maintenance.

- **WASTEWATER MAINTENANCE**

- The WWTP staff completed 149 preventative maintenance work orders from our HIPPO computerized maintenance program (CMMS).
- City staff pulled, cleaned and inspected our UV disinfection racks. Also, staff cleaned the effluent trough and returned the units to service. All 3 raw influent pumps were pulled, cleaned and inspected.
- City staff put the Eastern Clarifier back on-line due to the weather conditions and rising river level. With the cold temps it is important to keep flow through the clarifiers to keep moving parts from freezing and damaging equipment. Also, with the river water level rising it is crucial to keep the tanks full to prevent them from being pushed up out of the ground by the water level.
- WWTP process has converted from Activated Sludge process to MBBR. The RAS "Return Activated Sludge" and WAS "Waste Activated Sludge" pumps are no longer used or needed and will be removed next month.

- **OPERATIONS/ UPGRADE NOTES**

- The WWTP continues to work with contractors throughout the upgrade process. There is a lot of process changes being made and we are adjusting on the fly to comply with our NPDES permit requirements.
- The Western MBBR is fully functioning, with the Eastern currently being constructed. The New Keiser process air blower for the Western tank is online.
- Contractors continue to work on underground piping and electrical infrastructure to accommodate the new equipment and process changes.
- The Keiser process air blowers are all on site and in place. These will take the place of our current Aerzon blowers. These will provide the air required for the new MBBR tanks as well as the Aerobic digestion process.
- The #1 make up water pump was rebuilt in November, we are currently waiting for replacement to arrive, at which point city staff will rebuild the #2 pump. These pumps have been in service since 2012 and are in need of an overhaul.
- Planning beginning for the next stage of bi-pass pumping from Aeration tanks to our Clarifiers. This again will take a great deal of coordination between plant staff and contractors.
- Coring piping holes and concrete cutting to begin in February with forming and concrete reconstruction of the Eastern MBBR to follow.
- We will continue to discuss daily activities with contractors to avoid any potential hazards, and as always safety tailgates will be encouraged.

- **EMERGENCY ALARM CALL-OUTS**

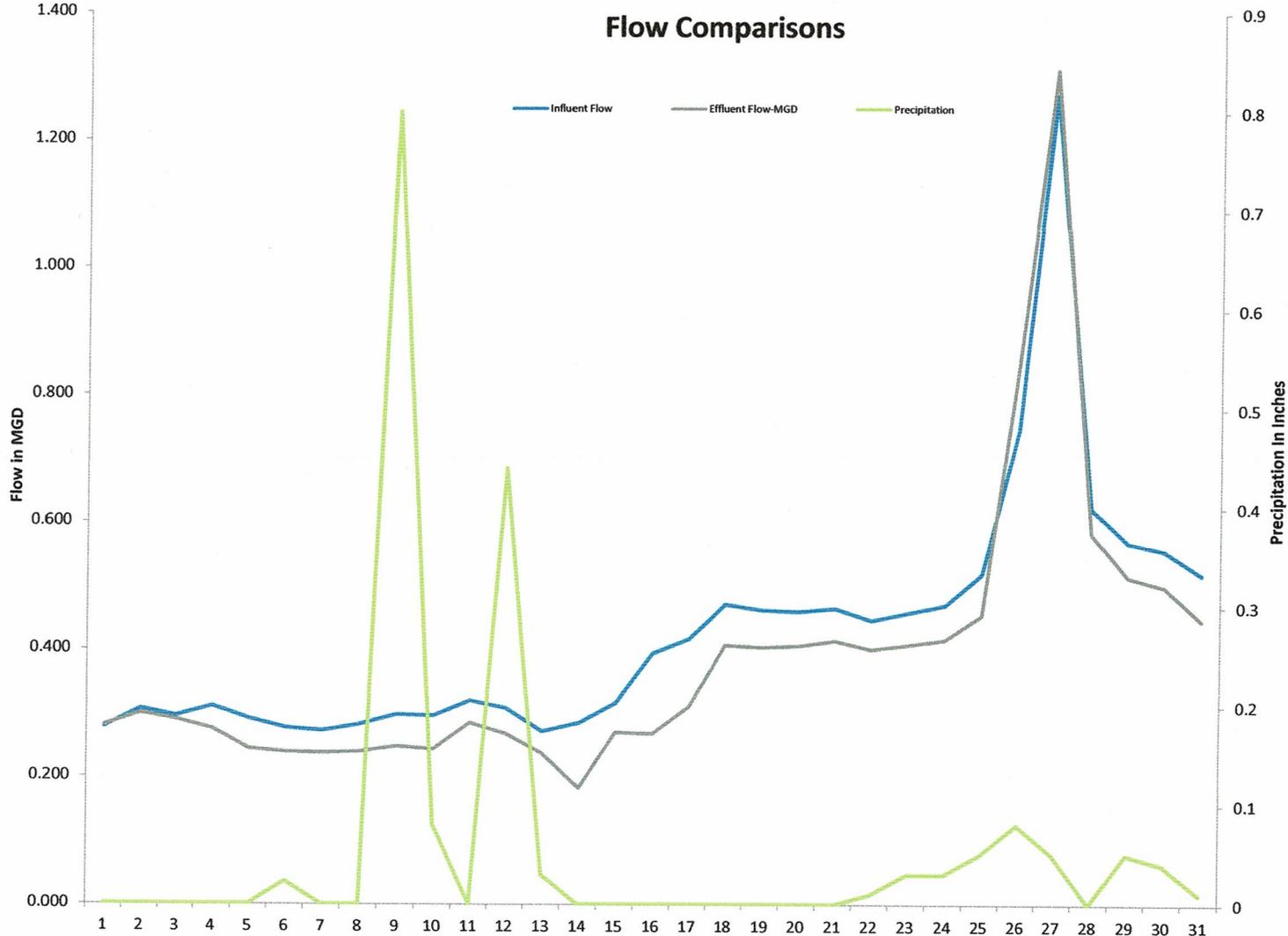
- The WWTP had 4 emergency call-outs for the month of January. All events were due to the extreme cold temps we experienced in January. The Bi-pass pump used to pump flow from MBBR to the Clarifiers froze up, causing plant staff to scramble putting equipment and tanks back online. Other callout related to blower temp sensors due to extreme cold. Sensors were temporarily by-passed to keep equipment running.

- **DAILY FLOW SUMMARY**

The wastewater flow was monitored using the facility's influent and effluent flow meters. The chart below shows the flow readings for the month of January 2024. The average influent flow during this period was 428,000 gallons per day and the average effluent flow during this period was 385,000 gallons per day. We had (14) days with measurable precipitation which totaled 1.72 inches. The influent flow is higher than the effluent flow due to solids removal and due to recycle flows which are measured twice.



### Flow Comparisons



PORTLAND WWTP DAILY DISCHARGE MONITORING REPORT

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

PERMIT NUMBER: MIG570220  
 DISTRICT: West Michigan  
 COUNTY: Ionia  
 MONITORING POINT: 001A  
 MONITORING PERIOD: Jan-24

PARAMETER	Flow	Total Suspended Solids 7 Day Ave	Total Suspended Solids 7 Day lbs. Ave	Total Suspended Solids	Total Suspended Solids	Carbonaceous Biochemical Oxygen Demand 7 Day Ave	Carbonaceous Biochemical Oxygen Demand 7 Day Ave	Carbonaceous Biochemical Oxygen Demand (CBOD5)	Carbonaceous Biochemical Oxygen Demand (CBOD5)	Total Phosphorus (as P)	Fecal Coliform 7 Day Geo	Fecal Coliform	CBOD	Total Suspended Solids	PH MIN	PH MAX	Dissolved Oxygen
NAME CODE	50050	530.00	530.0	530	530.0	80082.0	80082.00	80082.0	80082.00	865.00	74055.00	74055	Percent Removal	Percent Removal	400	400.00	300
MONITORING POINT	001A	001A	001A	001A	001A	001A	001A	001A	001A	001A	001A	001A	Percent Removal	Percent Removal	001A	001A	001A
STAGE	1	B	B	B	B	B	B	B	B	B	1.00	1			1	1.00	1
UNIT	MGD	mg/l	lbs.	mg/l	lbs.	mg/l	lbs.	mg/l	lbs.	mg/l	cts/100 ml	cts/100 ml			S.U.	S.U.	mg/l
1-Jan-24	0.281																
2-Jan-24	0.299			17.2	42.9			9.4	23.5	1.66		44	96	96	6.8	6.8	6.2
3-Jan-24	0.290			10.8	26.1			7.6	18.4	0.69		50	94	96	7.4	7.4	6.2
4-Jan-24	0.276			18.8	43.2			8.4	19.3	0.39		91	98	95	7.4	7.4	6.2
5-Jan-24	0.244																
6-Jan-24	0.239																
7-Jan-24	0.238	15.6	37.4			8.5	20.4				58						
8-Jan-24	0.239	15.6	37.4			8.5	20.4				58						
9-Jan-24	0.248	14.8	33.3	14.8	30.6	8.6	19.2	9.7	20.1	0.71	47	23	97	96	7.3	7.3	6.3
10-Jan-24	0.244	15.3	33.0	12.4	25.2	8.4	18.0	7.2	14.6	0.62	78	224	98	96	7.3	7.3	6.1
11-Jan-24	0.285	13.7	29.7	14	33.3	9.1	19.7	10.3	24.5	1.56	41	13	97	94	7.2	7.2	6.3
12-Jan-24	0.268	13.7	29.7			9.1	19.7				41						
13-Jan-24	0.237	13.7	29.7			9.1	19.7				41						
14-Jan-24	0.183	13.7	29.7			9.1	19.7				41						
15-Jan-24	0.270	13.7	29.7			9.1	19.7				41						
16-Jan-24	0.268	16.6	36.8	23.3	52.1	10.0	22.4	12.6	28.2	0.49	69	115	94	86	7.4	7.4	8.2
17-Jan-24	0.310	18.1	43.1	17	44.0	9.5	22.4	5.6	14.5	0.37	31	20	97	90	6.9	6.9	8.7
18-Jan-24	0.407	14.9	37.1	4.5	15.3	7.2	18.1	3.4	11.5	0.28	23	5	97	96	7	7	9.4
19-Jan-24	0.404	14.9	37.1			7.2	18.1				23						
20-Jan-24	0.406	14.9	37.1			7.2	18.1				23						
21-Jan-24	0.414	14.9	37.1			7.2	18.1				23						
22-Jan-24	0.401	14.9	37.1			7.2	18.1				23						
23-Jan-24	0.408	10.5	31.1	10	34.0	5.7	17.7	8.0	27.2	0.67	11	13	94	92	7.2	7.2	7.5
24-Jan-24	0.416	7.2	24.8	7.2	25.0	5.6	19.3	5.5	19.1	0.53	12	28	96	93	6.6	6.6	6.7
25-Jan-24	0.454	7.9	27.7	6.4	24.2	6.1	21.5	4.8	18.2	0.64	14	8	97	92	6.6	6.6	6.6
26-Jan-24	0.853	7.9	27.7			6.1	21.5				14						
27-Jan-24	1.311	7.9	27.7			6.1	21.5				14						
28-Jan-24	0.583	7.9	27.7			6.1	21.5				14						
29-Jan-24	0.515	7.9	27.7			6.1	21.5				14						
30-Jan-24	0.499	8.1	31.4	10.8	45.0	7.5	29.5	12.3	51.2	0.93	25	73	96	94	6.6	6.6	7.9
31-Jan-24	0.446	8.5	33.5	8.4	31.3	11.1	43.3	16.3	60.7	0.84	30	44	96	98	7.3	7.3	8
Average	0.385			12.5	33.7			8.7	25.1	0.74		32	96	94			
MIN	0.183												94	86	6.6		
MAX	1.311	18.1	43.1			11.1	43.3			1.66	78					7.4	6.1

January 2024

**FINAL EFFLUENT**

DAY	CBOD -5					T.S.S					V.S.S	TOTAL PHOSPHORUS			pH	DO	FECAL		AMMONIA		
	mg/l	mg/l	lbs/day	lbs	%	mg/l	mg/l	lbs/day	lbs	%		mg/l	mg/l	lbs/day			%	su	mg/l	COLIFORM	NITROGEN
	7-day		7-day		Rem.	7-day		7-day		Rem.		Rem.					cts/100 ml	7-day	mg/l	lbs/day	
	Avg		Avg			Avg		Avg									GEO				
1																					
2	9.4		23.5		96	17.2		42.9		96	15	1.660	4.1	76	6.8	6.2	44				
3	7.6		18.4		94	10.8		26.1		96	7.2	0.690	1.7	89	7.4	6.2	50				
4	8.4		19.3		98	18.8		43.2		95	12.4	0.394	0.9	91	7.4	6.2	91				
5																					
6																					
7		8.5		20.4			15.6		37.4									58			
8		8.5		20.4			15.6		37.4									58			
9	9.7	8.6	20.1	19.2	97	14.8	14.8	30.6	33.3	96	11.6	0.709	1.5	91	7.3	6.3	23	47			
10	7.2	8.4	14.6	18.0	98	12.4	15.3	25.2	33.0	96	10.0	0.615	1.2	90	7.3	6.1	224	78			
11	10.3	9.1	24.5	19.7	97	14.0	13.7	33.3	29.7	94	9.2	1.560	3.7	76	7.2	6.3	13	41			
12		9.1		19.7			13.7		29.7									41			
13		9.1		19.7			13.7		29.7									41			
14		9.1		19.7			13.7		29.7									41			
15		9.1		19.7			13.7		29.7									41			
16	12.6	10.0	28.2	22.4	94	23.3	16.6	52.1	36.8	86	17.5	0.491	1.1	90	7.4	8.2	115	69			
17	5.6	9.5	14.5	22.4	97	17.0	18.1	44.0	43.1	90	8.5	0.371	1.0	93	6.9	8.7	20	31			
18	3.4	7.2	11.5	18.1	97	4.5	14.9	15.3	37.1	96	1.5	0.283	1.0	94	7.0	9.4	5	23			
19		7.2		18.1			14.9		37.1									23			
20		7.2		18.1			14.9		37.1									23			
21		7.2		18.1			14.9		37.1									23			
22		7.2		18.1			14.9		37.1									23			
23	8.0	5.7	27.2	17.7	94	10.0	10.5	34.0	31.1	92	6.4	0.673	2.3	85	7.2	7.5	13	11			
24	5.5	5.6	19.1	19.3	96	7.2	7.2	25.0	24.8	93	4.0	0.526	1.8	87	6.6	6.7	28	12			
25	4.8	6.1	18.2	21.5	97	6.4	7.9	24.2	27.7	92	2.8	0.635	2.4	81	6.6	6.6	8	14			
26		6.1		21.5			7.9		27.7									14			
27		6.1		21.5			7.9		27.7									14			
28		6.1		21.5			7.9		27.7									14			
29		6.1		21.5			7.9		27.7									14			
30	12.3	7.5	51.2	29.5	96	10.8	8.1	45.0	31.4	94	5.2	0.928	3.9	72	6.6	7.9	73	25			
31	16.3	11.1	60.7	43.3	96	8.4	8.5	31.3	33.5	98	6.4	0.840	3.1	80	7.3	8	44	30			
M/M																					
TL																					
GA																					
ME	8.7		25.1		96	12.5		33.7		94	8.4	0.74	2.1	85	7.1	7.2	32.5	####	####		
WGA																					
WA																					
M/M = Maximum/Minium; TL = Total; GA = Geometric Average; ME = Mean Average; WGA = Weighted Geometric Average; WA = Weighed Avg.																					
REMARKS:																					

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

City of Portland, MI

January 2024

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

**RAW INFLUENT**

DAY	WEATHER		FLOW DATA						TEMP °C	PH SU	CBOD - 5 Day		TSS		V.S.S mg/l	TOTAL PHOSPHORUS		Day
	Type	Precip	Total	Total		Peak	Min	mg/l			lbs/day	mg/	lbs/day	mg/l		mg/l	lbs/day	
	Code	Inches	Effluent	7-day	Influent	7-day	mgd	mgd										
			mgd	Avg	mgd	Avg	mgd	mgd										
1	27	0	0.281		0.278		0.54	0.34										1
2	27	0.00	0.299		0.306		0.54	0.25	13.0	6.9	245	625	404	1031	300	7.1	18	2
3	37	0.00	0.290		0.295		0.51	0.27	13.5	7.7	133	328	260	640	208	6.2	15	3
4	37	0.00	0.276		0.310		0.52	0.35	13.2	7.8	365	945	376	974	256	4.5	12	4
5	2,7	0.00	0.244		0.291		0.59	0.23										5
6	3,5,7	0.02	0.239		0.277		0.51	0.30										6
7	37	0.00	0.238	0.267	0.272	0.290	0.50	0.34										7
8	357	0.00	0.239	0.218	0.282	0.247	0.51	0.30										8
9	357	0.80	0.248	0.253	0.298	0.289	0.52	0.29	13.0	7.6	368	914	404	1003	368	7.6	19	9
10	357	0.08	0.244	0.247	0.296	0.290	0.50	0.35	13.1	7.8	385	951	284	701	244	6.0	15	10
11	357	0.00	0.285	0.248	0.320	0.291	0.56	0.25	12.9	7.7	355	946	228	608	176	6.5	17	11
12	357	0.44	0.268	0.251	0.308	0.293	0.55	0.25										12
13	3578	0.03	0.237	0.251	0.272	0.292	0.49	0.34										13
14	278	0.00	0.183	0.243	0.285	0.294	0.51	0.20										14
15	27	0.00	0.270	0.248	0.316	0.299	0.58	0.25										15
16	27	0.00	0.268	0.251	0.394	0.313	0.61	0.30	12.4	7.6	205	674	172	565	148	5.0	16	16
17	127	0.00	0.310	0.260	0.417	0.330	0.60	0.30	11.4	7.6	181	629	172	598	140	5.2	18	17
18	27	0.00	0.407	0.278	0.471	0.352	0.62	0.35	11.1	7.4	130	511	104	409	72	4.4	17	18
19	27	0.00	0.404	0.297	0.462	0.374	0.62	0.30										19
20	27	0.00	0.406	0.321	0.460	0.401	0.70	0.30										20
21	278	0.00	0.414	0.354	0.465	0.426	0.69	0.27										21
22	24	0.01	0.401	0.373	0.446	0.445	0.69	0.35										22
23	24	0.03	0.408	0.393	0.458	0.454	0.65	0.30	11.7	6.9	138	527	124	474	104	4.5	17	23
24	34	0.03	0.416	0.408	0.470	0.462	0.66	0.37	12.3	6.7	157	615	100	392	88	4.1	16	24
25	34	0.05	0.454	0.415	0.519	0.469	0.68	0.35	12.6	6.7	161	697	76	329	64	3.4	15	25
26	34	0.08	0.853	0.479	0.748	0.509	0.88	0.65										26
27	34	0.05	1.311	0.608	1.272	0.625	3.74	0.49										27
28	3	0.00	0.583	0.632	0.622	0.648	0.88	0.44										28
29	345	0.05	0.515	0.649	0.569	0.665	0.87	0.42										29
30	34	0.04	0.499	0.662	0.556	0.679	0.88	0.38	11.7	7.6	301	1396	196	909	136	3.3	15	30
31	34	0.01	0.446	0.666	0.518	0.686	0.85	0.37	11.6	7.4	398	1719	360	1555	292	4.2	18	31
TL		1.72	11.935		13.253		22.55	10.25	173.5	103.4								
MAX																		
ME		0.06	0.385		0.428		0.73	0.33	12.4	7.4	252	697	233	728	185	5.1	16	
REMARKS:																		

City of Portland, MI

January 2024

**ACTIVATED SLUDGE**

DAY	Aeration	Detent.	CRT	Organic	MLSS	MLVSS	SETT.	SVI	DO	AIR	RASS	RASVS	WAS	WAS	Return Flow (RAS)
	Volume	Time	Days	Loading						SUPPLY					
	KCF	Hours		F/M	mg/l	mg/l	%		mg/l	CuFt./D	g/100 ml	g/100 ml	gal	lbs	
1	24	7.8	15.1		2867		20	70	2.4	1.44	0.4013		8.45	283	0.275
2	24	7.4	6.5	0.22	2634	1899	17	65	2.0	1.44	0.6002	0.4095	12.05	603	0.275
3	24	7.5	9.1	0.14	2328	1577	16	69	2.1	1.44	0.5048	0.3327	9.07	382	0.275
4	24	7.3	7.2	0.40	2263	1577	16	71	2.0	1.44	0.5346	0.3528	10.59	472	0.275
5	24	7.6	10.1		2797		17	61	2.3	1.44	0.4129		12.00	413	0.275
6	24	7.8	16.7		2029		17	84	3.3	1.44	0.2575		8.43	181	0.275
7	24	7.9	13.0		2127		19	89	2.3	1.44	0.3483		8.42	245	0.275
8	24	7.7	8.3		2420		18	74	1.9	1.44	0.4927		10.60	436	0.275
9	24	7.5	7.7	0.41	2133	1479	15	70	1.8	1.44	0.4048	0.2708	12.33	416	0.275
10	24	7.5	5.5	0.34	2560	1868	18	70	1.2	1.44	0.6670	0.4637	12.60	701	0.275
11	24	7.2	5.2	0.30	2844	2102	21	74	2.0	1.44	0.6104	0.4235	15.95	812	0.275
12	24	13.9	#DIV/0!		0		0	0	0.0	1.44	0.0000		5.37	0	0.000
13	24	15.8	#DIV/0!		0		0	0	0.0	1.44	0.0000		2.25	0	0.000
14	24	15.1	#DIV/0!		0		0	0	0.0	1.44	0.0000		0.00	0	0.000
15	24	13.6	#DIV/0!		0		0	0	11.0	1.44	0.0000		0.00	0	0.000
16	24	10.9	#DIV/0!		0		0	0	11.0	1.44	0.0000		0.00	0	0.000
17	24	6.2	1.1		1016		8	78	10.8	1.44	0.6956		24.25	1407	0.275
18	24	5.8	#DIV/0!	0.90	591	382	5	84	10.1	1.44	0.2118	0.1388	0.00	0	0.275
19	24	5.8	#DIV/0!		484	285	6	124	9.9	1.44	0.2163	0.1353	0.00	0	0.275
20	24	5.8	#DIV/0!		485		7	144	10.2	1.44	0.1711		0.00	0	0.275
21	24	5.8	#DIV/0!		455		5	110	9.8	1.44	0.1449		0.00	0	0.275
22	24	6.0	#DIV/0!		520		5	96	8.9	1.44	0.2056		0.00	0	0.275
23	24	5.9	#DIV/0!	0.59	833	596	9	108	6.1	1.44	0.3339	0.2407	0.00	0	0.275
24	24	5.8	#DIV/0!	0.44	1277	927	11	86	4.7	1.44	0.4753	0.3455	0.00	0	0.275
25	24	5.4	8.0	0.44	1457	1072	12	82	3.0	1.44	0.6424	0.4708	5.05	271	0.275
26	24	5.7	0.0		0.0736		6	82	6.7	1.44	0.2489		5.86	122	0.000
27	24	3.4	#DIV/0!		0		0	0	6.3	1.44	0.0000		1.93	0	0.000
28	24	6.9	#DIV/0!		0		0	0	12.6	1.44	0.0000		0.00	0	0.000
29	24	7.6	#DIV/0!		0		0	0	12.9	1.44	0.0000		4.29	0	0.000
30	24	7.7	#DIV/0!		0	0	0	0	12.9	1.44	0.0000	0.0000	5.23	0	0.000
31	24	8.3	#DIV/0!		0	0	0	0	12.6	1.44	0.0000	0.0000	5.02	0	0.000
TL													179.73	6742	5.500
ME	24	7.9	#DIV/0!	0.42	1101	1059	9	58	5.9	1.44	0.2768	0.2757	5.80	217	0.177
REMARKS:															

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

January 2024

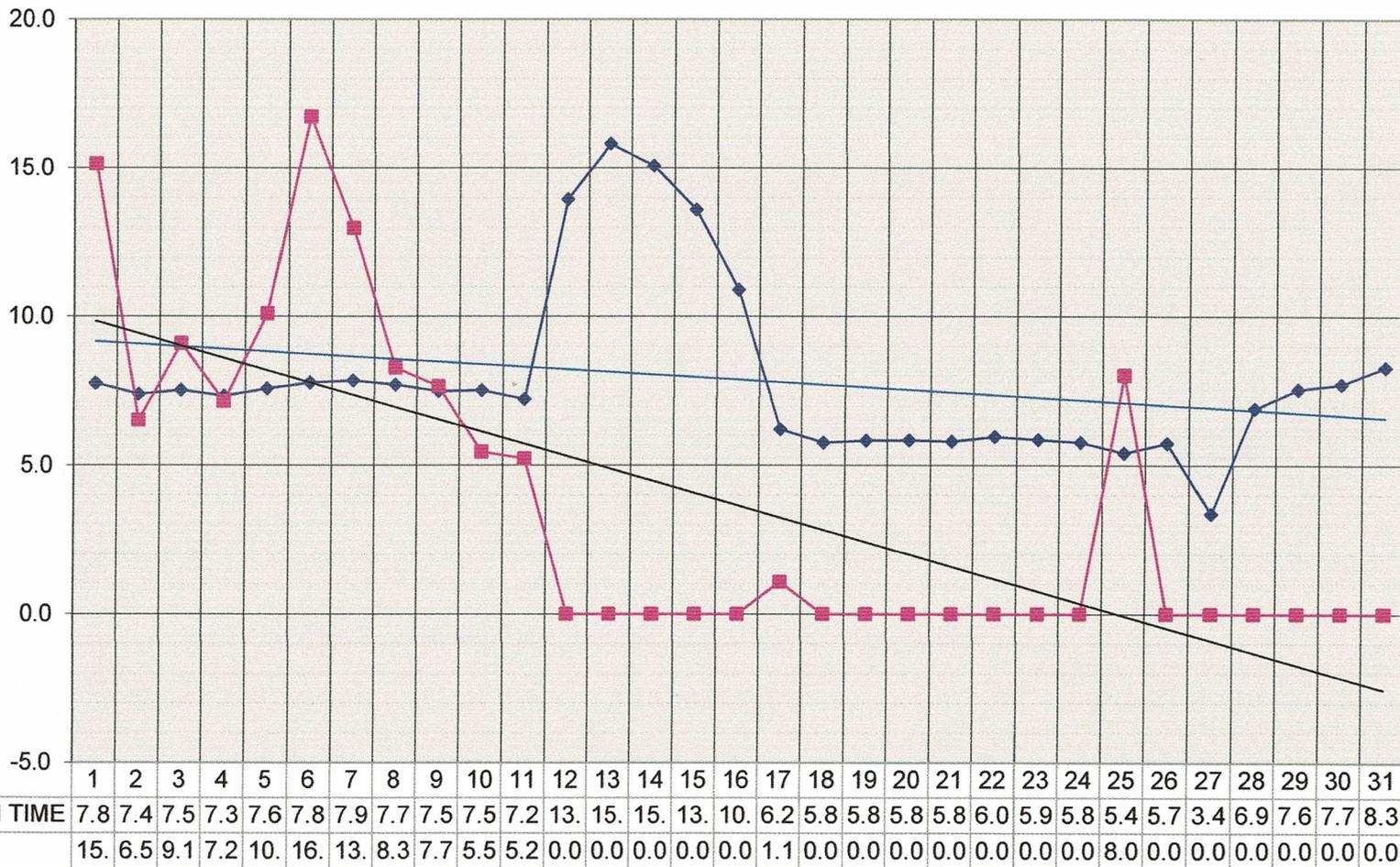
**MISCELLANEOUS DATA**

DAY	OUTFALL	GRIT	NAT.	ELECT.	ELECT.	ELECT.	ELECT	FERROUS	Polymer
	OBSERVATION		GAS	WWTP	Riverside	Canal	Cutler	CHLORIDE	Sludge
					Lift Stat.	Lift Stat.	Lift Stat.		Thickener
	yes/no	cf	cf	kwh	kwh	kwh	kwh	lbs	lbs
SF				1					
1	y		1300	248				32	9.0
2	y	54.0	1600	184	30	10	37	32	18.0
3	y		1500	176				32	8.0
4	n		1400	104				32	8.0
5	n		1600	196				27	8.0
6	n		1500	176				27	13.0
7	n		1300	160	77	24	95	27	17.0
8	y		1500	210				27	24.0
9	y	40.5	1500	184				94	28.0
10	y		1500	176				94	30.0
11	n		1500	176	61	19	77	94	38.0
12	y		1600	184				94	15.0
13	n		1700	176		20		94	11.0
14	n		1400	184				292	0.0
15	n		900	192	82	20		292	0.0
16	y		900	224				292	0.0
17	y		1400	216				292	0.0
18	y		1600	208	51	16		292	0.0
19	n		3900	208				92	0.0
20	n		3900	200				92	0.0
21	y		4400	184	54	17	236	92	0.0
22	y		6300	184				187	0.0
23	n		4000	176	48	11	37	187	0.0
24	y		4900	184				187	0.0
25	n		5600	176	92	11	36	187	2.0
26	n		5400	200				49	0.0
27	n		5600	208				49	0.0
28	n		5200	184				49	0.0
29	y		5300	184				183	14.0
30	y	54.0	4900	176	245	35	102	187	3.0
31	y		4800	176				383	7.0
<b>TL</b>		148.5	89900.0	5814	740	183	620	4090	253.0
<b>ME</b>		49.5	2900	188	82	18	89	132	8.2
REMARKS: Ferrous to Feric 1/8/2024									
Total lbs are figured by multiplying the monthly average by the number of days in the month.									



### DETENTION & CRT

DET=HRS; CRT = DAYS



**CITY OF PORTLAND**

**REPORT DATE**  
**PERIOD COVERED**

February 21, 2024  
January 1-31, 2024

<b>Kwh Consumed</b>	3,104,944
<b>DIESEL PRODUCTION</b>	0
<b>HYDRO GENERATION</b>	201,815

<b>Total Kwh Purchased</b>	<b>2,903,129</b>	<b>Total Dollars Paid</b>	<b>\$ 208,761.17</b>
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**Kwh Billed**

Residential	1,461,359
Commercial	697,840
Large General	612,660
City St. Lites Metered	12,057
St. Lites Unmetered	
Rental Lights	
Demand	1,839

**Dollars Billed**

PCA Billed	\$ 50,957.13
Residential	\$ 192,519.46
Residential EO Charge	\$ 2,609.93
Geothermal Discount	\$ (237.67)
Commercial	\$ 91,062.97
Commercial/LG EO Charge	\$ 2,476.23
Large General	\$ 52,869.40
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 1,091.91
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 14,657.79
Tax	\$ 15,483.65

**Total Kwh Billed 2,785,755**

Arrears after billing	\$ 11,383.54
Penalties Added	\$ 1,614.18
Arrears end of month	\$ 32,540.15
Fuel Cost Billed	\$ 52,957.15
Amount Collected	\$ 387,089.92
Total Adjustments	\$ 1,516.14

**Total Dollars Billed \$ 425,286.59**

Power Cost Adj. .01838

Residential Customers	2,244
Commercial Customers	332
Large General	15
<b>Total Customers</b>	<b>2,591</b>

02/01/24



**CITY OF PORTLAND**  
**February-24**

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**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Jan-24	<b>PERIOD COVERED</b>	January 1-31, 2024
Customers Billed		Penalties Added	\$ 399.91
City	1,841	Dollars Collected	\$ 54,951.35
Rural	25	Arrears at end of Month	\$ 5,464.15
Total Customers	1,866	Adjustments	\$ 129.97
		Gallons Pumped	8,449,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	7,724,785		\$ 60,228.87
Rural	144,129		\$ 2,061.54
Total	<u>7,868,914</u>		<u>\$ 62,290.41</u>

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**SEWER DEPARTMENT REPORT**

Customers Billed	1,804	Dollars Billed	\$138,557.27
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 138,557.27

Penalties Added	\$ 945.01
Dollars Collected	\$ 126,592.70
Arrears at end of Month	\$ 11,288.73
Adjustments	\$ 319.99
Gallons Treated per Million	11.935



**IONIA COUNTY BOARD OF COMMISSIONERS  
BOARD OF COMMISSIONERS MEETING  
FEBRUARY 27, 2024 – 3:00 P.M.  
101 WEST MAIN STREET  
IONIA, MICHIGAN**

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

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
  - B. Approve per diem and mileage
  - C. Approve payments of General Fund Payroll and accounts payable for the month of January 2024- \$ 1,310,129.48
  - D. Approve payments of Health Department payroll and accounts payable for the month of January 2024-\$ 258,328.65
  - E. Approve payments of Road Department payroll and accounts payable for the month of January 2024-\$ 475,558.73
- VII. Unfinished Business**
  - A. Discussion on monthly Finance/Audit Committee Meeting
- VIII. New Business**
  - A. Reappointment to Tax Allocation Board
    - Ethan Ebenstein, one year term
  - B. Request Approval to submit 2024 Marine Safety Patrol Grant- Sheriff Noll
  - C. Request Approval of Renewal Rental Agreement- Linda Pigue
  - D. Request Approval to Renew Roadside & Guardrail Brush Spraying Contract- Linda Pigue
  - E. Request Approval to Renew Contract with Petroleum Traders Corporation for Diesel Fuel-Linda Pigue
  - F. Request Approval to Renew Contract with Corrigan Environmental Solutions for Dust Control-Linda Pigue

- G. Request Approval of Ordering Two Dump Trucks and Motor Grader-Linda Pigue
- H. Request Approval to Renew Contract with Michigan Pavement Marking LLC. - Linda Pigue
- I. Request Ratification of signature on letter of agreement to receive donation-Carol Hanulcik
- J. Request Approval of Motorola Service Agreement Renewal-Lance Langdon
- K. Request Approval of Changes to the Overtime Policy and the Compensatory Time section of the Personnel Policy-Priscilla Walden

**IX. Department Reports**

A.

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

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

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

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

**XIII. Adjournment**

**Board and/or Commission Vacancies**

- Economic Development Corporation/Brownfield Redevelopment Authority – 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 February 2024:**

- NONE

**Appointments for consideration in the month of March 2024:**

- Community Mental Health Service Board