



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

7:00 P.M. Monday, April 15, 2024

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order by Mayor Barnes</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	V. <u>City Manager Report</u>	
	VI. <u>Presentations</u> – None	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:15 PM	A. Proposed Resolution 24-32 Approving an Agreement with	Decision
7:18 PM	Homeworks Connect to Provide Fiber Services to the City of Portland	Decision
	B. Proposed Resolution 24-33 Approving, Authorizing, and Directing	
	the Mayor and Clerk to Sign Ambulance Services Agreements with	
	Danby Township, Portland Township, Westphalia Township, Orange	
	Township, Lyons Township, the Village of Westphalia, the Village of	
	Pewamo, Sebewa Township, Sunfield Township, and the Village of	
	Sunfield an Approving the Care Plan Membership Agreement Form	
7:20 PM	C. Proposed Resolution 24-34 Approving the Budget for Fiscal Year	Decision
7:22 PM	2024-2025 for the Portland Area Fire Authority	Decision
	D. Proposed Resolution 24-35 Approving the Adjusted Census	
	Boundary Map and Directing the City Manager to Execute the	
	Statement of Agreement for Adjusted Census Urban Boundary	
7:25 PM	Establishment and Revision	Decision
	E. Proposed Resolution 24-36 Approving Payment to F&V Construction	
	Work Performed for the Wastewater Treatment Plant Project	
7:28 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes and Synopsis of the Regular City Council Meeting	
	held on April 1, 2024	
	B. Payment of Invoices in the Amount of \$449,881.76 and Payroll in	
	the Amount of \$143,479.87 for a Total of \$593,361.63	

Estimated Time
7:30 PM
7:35 PM
7:40 PM
7:45 PM

- C. Purchase Orders over \$5,000.00**
 - 1. Asphalt Restoration, Inc. estimated at \$10,000.00 for Crack Sealing
 - 2. Visco in the amount of \$80,698.00 to Replace Decorative Street Light Poles on Kent Street

XI. Communications

- A.** Water Department Report – March 2024
- B.** Wastewater Department Report – March 2024
- C.** Franklin Energy Report – March 2024
- D.** Ionia County Central Dispatch Report – March 2024
- E.** Ionia County Board of Commissioners Agenda – April 9, 2024

XII. Other Business – None

XIII. City Manager Comments - None

XIV. Council Comments

XV. Adjournment

Desired Outcome
Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-32

**A RESOLUTION APPROVING AN AGREEMENT WITH HOMEWORKS
CONNECT TO PROVIDE FIBER SERVICES TO THE CITY OF PORTLAND**

WHEREAS, the City and its Departments utilize internet services to conduct city business and internal operations; and

WHEREAS, HomeWorks Connect has provided a proposal to provide fiber services to the City, a copy of the agreement is attached as Exhibit A; and

WHEREAS, the City Manager recommends that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the agreement with HomeWorks Connect to provide fiber services to the City and its Department, a copy of the agreement 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: April 15, 2024

Monique I. Miller, City Clerk



TRI-COUNTY ELECTRIC COOPERATIVE
 7973 E. Grand River Ave.
 Portland, Michigan 48875

phone: 1-800-562-8232
 fax: 517-647-4856
 www.homeworks.org

Todd Davlin
 Superintendent Electric Department
 259 Kent Street
 Portland, MI 48875

April 8, 2024

RE: City of Portland - HWTC Fiber Needs and Cost

Dear Mr. Davlin,

I have prepared a package summary for the City of Portland, based on the locations that you have provided. The summary provides a description of fiber services and cost for each location. Please note that I have included the Wide Area Network and the Multi-year discount at the bottom. If any questions arise or if you need additional information, please don't hesitate to contact me.

Location	Service Type	Speeds (Mbps)	Monthly Cost	Notes
City Hall	Internet	100	\$ 249.95	City firewall - shared with Electric, DPW, and WWTP
Police	Internet	100	\$ 169.95	Police firewall
Electric Dept	Internet	50	\$ 129.95	MPPA firewall
			\$ 100.00	Five static IPs at City Hall
			\$ 649.85	Internet
City Hall	Private WAN	100	\$ 249.95	to branch offices
Electric Dept	Private WAN	100	\$ 109.95	to city hall
DPW	Private WAN	100	\$ 109.95	to city hall
WWTP	Private WAN	100	\$ 109.95	to city hall
			\$ 579.80	WAN
			\$ (57.98)	10% WAN discount
			\$ (61.48)	5% Multi-year discount
			Monthly Cost: \$ 1,110.19	Internet & WAN

Sincerely,

Brandon Trierweiler

HomeWorks Connect

Wholesale/Resale Agreement



CUSTOMER INFORMATION:
Effective Date: April 22, 2024
Customer (Legal Name): City of Portland
Contact Information:
Name: Todd Davlin
Title: Superintendent Electric Department
Phone Number: 517.647.6912
Fax Number:
Email Address: tdavlin@portland-michigan.org
Mobile Number: 517.526.3815
Legal Notices: City Manager
Attn: Tutt Gorman
Physical Address: 259 Kent Street
City, State, Zip: Portland, Michigan 48875
Billing Email Address:

The purpose of this Agreement, including all Service Schedules and applicable Service Orders as defined below (collectively the "Agreement"), is to provide a framework within which Customer may purchase network and related services from HomeWorks Connect, a Michigan company with offices at 7973 East Grand River Ave., Portland, MI 48875. Customer's purchase of the Service(s) may be for the integration of such Service(s) into its own network or resale thereof to its end user.

ARTICLE 1

SERVICES, SERVICE SCHEDULES AND ORDERS

Section 1.1 Services.

The network services ("Network Services") are available under this Agreement and the additional terms and conditions set forth in the Network Service Exhibit located in Appendix 1 (the "Network

Service Exhibit"). HomeWorks Connect may make changes to the Network Service Exhibit in order to add new or improved Services, or, upon thirty (30) days written notice, discontinue a Service (collectively "Product Updates"). HomeWorks Connect will not materially diminish the Services without first providing notice to Customer. Each service is referred to in this Agreement and the Network Service Exhibit individually as a "Service" and collectively as the "Services". Customer's purchase and use of a Service shall be governed by this Agreement.

Section 1.2 Order of Precedence.

The Network Service Exhibit shall be incorporated into the Agreement. In the event of any conflict between this Agreement and the terms of the Network Service Exhibit, precedence will be given in the following order: (i) the Service Order, but solely with respect to the Service covered by that Service Order; (ii) the Network Service Exhibit, but solely with respect to the Service covered by that Network Service Exhibit; and (iii) this Agreement.

ARTICLE 2

TERM AND TERMINATION

Section 2.1 Agreement Term.

This Agreement shall commence on the Effective Date and continue until it expires or is terminated in accordance with the terms of Section 2.3 or 2.4 below ("Agreement Term").

Section 2.2 Service Term.

An individual Service, with a term identified in Appendix 2, Service Order, shall commence on its first day of availability and continue for the period of time specified on its Service Order, unless sooner terminated in accordance with the terms of Section 2.3 or 2.4 below ("Initial Term"). Thereafter, the Initial Term shall continue in effect on a month-to-month basis at the then current month-to-month rates (the "Renewal Term"), unless Customer or HomeWorks Connect provides the other party with written notice of its intention not to renew the term at least thirty (30) days before expiration of the Initial Term. Either party may terminate the Service during the Service's Renewal Term upon thirty (30) days' prior written notice. The Initial Term and Service's Renewal Term are sometimes individually and collectively referred to as the "Service Term".

Section 2.3 Early Termination.

If any Service is terminated by either party prior to the expiration of its Initial Term, then Customer agrees to pay HomeWorks Connect an early termination charge equal to: (a) one hundred percent (100%) of all monthly recurring charges for each terminated Service for all unexpired months of service through the remainder of its Initial Term; (b) any non-recurring fees HomeWorks Connect incurs from other suppliers as a result of canceling Customer's

Service; and (c) any outstanding invoices still owed. Such payment shall be due within thirty (30) days of service termination.

Section 2.4 Termination by HomeWorks Connect.

A) HomeWorks Connect shall have the right to terminate any Service for cause immediately and without notice if: (i) Customer attempts a denial of service attack against the Services; (ii) Customer seeks to hack or break any security protocols within the Services; (iii) Customer uses any of the Services in any way that disrupts or threatens service to other customers of HomeWorks Connect; (iv) Customer use of the Services poses a security risk that may subject HomeWorks Connect or any third party to liability, damages or danger; (v) HomeWorks Connect determines in its sole discretion that fraud is associated with Customer's use of the Services; or (vi) HomeWorks Connect determines or is notified that Customer has been using the Services for any illegal purpose or in a way that violates the law or infringes/violates/misappropriates the rights of any third party.

B) HomeWorks Connect shall have the right to terminate this Agreement for any cause not listed in (A) above, upon written notice, if Customer breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice. In the case of nonpayment of fees, the cure period shall be as set forth in Section 3.2.

Section 2.5 Termination by Customer.

Customer shall have the right to terminate this Agreement for any cause if HomeWorks Connect breaches this Agreement and fails to cure such breach within 30 days after receipt of written notice from customer.

ARTICLE 3

PAYMENT TERMS

Section 3.1 Rates.

Customer shall pay to HomeWorks Connect all recurring and non-recurring charges for the Services at the rates and charges set forth on the applicable Service Order. All monthly recurring charges and non-recurring charges ("NRC") are on an individual case basis. Monthly Recurring Charge(s) ("MRCs") shall be invoiced monthly. A pro-rated portion for the first month's service will be included on the first invoice, plus the next month's service in advance. Non-recurring charges ("NRC") will be included on the invoice for applicable installation or service changes. On-net service monthly recurring rates will remain the same for the duration of the Initial Term. Changes or cancellations to ordered Services will result in additional non-recurring charges.

Section 3.2 Payment.

All amounts owed by Customer are due twenty (20) days from the invoice date ("Due Date"). Customer shall make payment in U.S. dollars to HomeWorks Connect by check or, at Customer's option, by electronic funds transfer to an account reasonably designated by HomeWorks Connect no later than the Due Date. HomeWorks Connect shall forward via electronic mail a copy of the current invoice to Customer no later than two (2) days after the invoice date to the email address(es) designated on page one (1) of this Agreement ("Billing Email Address"). Customer must provide HomeWorks Connect thirty (30) days written notice of any changes to its Billing Email Address. All changes must be emailed to ConnectAccountsReceivable@HomeWorks.org. To the extent Customer disputes a portion of an invoice, Customer may withhold payment on the disputed items, provided that Customer: (a) provides a written statement of the disputed charges to HomeWorks Connect at Internet@HomeWorks.org ("Dispute Email Address") in reasonable detail within thirty (30) days of the invoice date (the "Review Date"); (b) pays the undisputed portion of the invoice; and (c) negotiates in good faith with HomeWorks Connect for the purpose of resolving such dispute in a timely manner. HomeWorks Connect shall not be obligated to consider any Customer notice of any billing discrepancies which are received by HomeWorks Connect after the Review Date or to an address other than the Dispute Email Address identified herein. If payment has not been received within thirty (30) days from the invoice date, HomeWorks Connect will notify Customer that if payment is not received within five (5) days, then HomeWorks Connect shall have the right to terminate this Agreement for cause and the Services will be disconnected at a certain time on a certain date. A late charge will be applied to Customer's invoice for all outstanding amounts owed beyond the Due Date. Late charge will equal the lesser of 1.5% of the outstanding charges or the maximum amount allowed by law. In the event a payment is received by HomeWorks Connect and is returned by insufficient funds or bank charges, Customer will reimburse HomeWorks Connect for all associated processing charges as well as an applicable late charge. In the event that non-disputed payments are received late or returned by insufficient funds more than three (3) times during any twelve (12) month period, HomeWorks Connect may require Customer to establish a deposit or pay with guaranteed funds.

Section 3.3 Taxes and Surcharges.

HomeWorks Connect shall charge Customer for any and all applicable fees, taxes or surcharges (however designated) which are levied as a direct result of Customer's purchase of Services under this Agreement, unless Customer has provided HomeWorks Connect a valid tax exemption certificate reasonably acceptable to HomeWorks Connect. Customer is responsible for all taxes up until the time a valid tax exemption certificate is provided. If Customer fails to maintain the required tax exemption certificate(s), HomeWorks Connect shall back-bill Customer for all applicable taxes. For the Universal Service Fund ("USF") designation on the Service Order, Customer certifies that by choosing Resale that the Service is for resale and is incorporated into its own service offering to its end user and: 1) Customer files an FCC Form 499; or 2) < 10% of the traffic is interstate in nature. HomeWorks Connect shall treat such

Resale purchase according to the exemption paperwork on file. If Customer chooses Non-Resale on the Service Order, Customer certifies the Service under the applicable Service Order is for its own use.

Section 3.4 Creditworthiness.

Delivery of the Services is subject to the continuing approval of Customer's creditworthiness. If necessary, HomeWorks Connect may require a cash deposit, the terms of which will be subject to mutual written agreement.

ARTICLE 4

ADDITIONAL OBLIGATIONS

Section 4.1 Acceptable Use Policy ("AUP").

Customer agrees to not use, nor shall it permit others to use, the Services for any of the following purposes: (a) any unlawful, immoral, invasive, infringing, defamatory, fraudulent, or obscene purpose; (b) to send email of any kind that does not adhere to the guidelines set forth under the CAN-SPAM Act of 2003; (c) to send any virus, worm, Trojan horse or harmful code or attachment; (d) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network so as to interfere with the use of the HomeWorks Connect network by other customers or authorized users; and (e) in a manner which may expose HomeWorks Connect to any criminal or civil liability. If Customer, or a third party through Customer, violates any of the foregoing prohibitions, HomeWorks Connect may immediately suspend the Services and/or terminate this Agreement for cause and without further liability or obligation to Customer. Customer shall cooperate with HomeWorks Connect in investigating and correcting any apparent breach of this Acceptable Use Policy. Customer shall be solely responsible for any material that it maintains, transmits, downloads, views, posts, distributes or otherwise accesses or makes available using the Services. If a violation of this AUP is determined to be caused by an unrelated third party, for instance a denial-of-service ("DoS") attack or distributed denial-of-service ("DDoS"), then HomeWorks Connect may need to take immediate action to manage its network for the service availability of all its customers. Such action may include blocking certain traffic, re-routing of traffic or suspension of a Service.

Section 4.2 Equipment, Hardware and Software.

Any equipment HomeWorks Connect installs or utilizes for the provisioning of the Services is owned by HomeWorks Connect. For the sole purpose of enabling Customer to use Services, HomeWorks Connect grants to Customer a non-exclusive and non-transferable license to use software that may be provided with or included in the Services. HomeWorks Connect or its suppliers retain title and property rights to HomeWorks Connect-provided software and equipment, whether or not it is embedded in or attached to realty. Customer neither owns nor

will it acquire any claim or right of ownership to (a) any HomeWorks Connect-provided equipment not purchased by Customer; (b) any software (including the original media and all subsequent copies of the software, regardless of the media's form, including product keys provided by third parties whereby the keys are for Customer's exclusive use and continued use of such keys beyond termination of any Service order or this Agreement is prohibited) and associated documentation (including copies); and (c) any IP addresses assigned to Customer. Customer agrees not to open, alter, misuse, tamper with or remove the equipment required to operate the service. Customer will not remove any markings, labels or serial numbers from the equipment. If the equipment is damaged, destroyed, lost or stolen while in Customer's possession, then Customer shall be liable for the cost of repair or replacement of such equipment. HomeWorks Connect is responsible for maintaining its software and hardware in accordance with the terms of this Agreement. Customer will safeguard such equipment from loss or damage of any kind and will not permit anyone other than an authorized representative of HomeWorks Connect to perform any work on the device. HomeWorks Connect will cable up to twenty (20) feet within the same room from the equipment to Customer's equipment at no additional charge. Customer shall provide adequate space and AC power within six (6) feet of the demarcation or extension, thereof. Prior to installation, Customer shall notify HomeWorks Connect of any special requirements regarding the placement of the equipment at Customer's premise to accommodate all Customer's employees, agents and contractors with a physical disability who are tasked with monitoring such equipment in order to perform their job functions. Any request, post-installation, to relocate the equipment will result in additional non-recurring charges.

Section 4.3 Confidentiality.

Each party agrees that all information furnished to it by the other party, or to which it has access under this Agreement, shall be deemed confidential and proprietary information (collectively referred to as "Proprietary Information") of the disclosing party and shall remain the sole and exclusive property of the disclosing party. Each party shall treat the Proprietary Information and the contents of this Agreement in a confidential manner and require its respective employees, contractors, suppliers, agents, and representatives to maintain the confidentiality of all Proprietary Information under similar terms hereof. Except to the extent necessary in connection with the performance of its obligations under this Agreement, neither party shall directly or indirectly disclose the same to anyone other than its employees, and contractors who have a need to know the Proprietary Information. Customer also agrees it shall not promote or advertise HomeWorks Connect's name or capabilities to any end user or prospective end user, attempt to sell its service using the HomeWorks Connect name, or represent to any end user or prospective end user that they will be HomeWorks Connect customers or that they may obtain HomeWorks Connect services from Customer, and HomeWorks Connect's provision of the Service to Customer shall be considered Proprietary Information under this Agreement. The confidentiality obligations of this Section do not apply to any portion of the Proprietary Information which: (a) is or becomes public knowledge through no fault of the receiving party; (b) is in the lawful possession of the receiving party prior to disclosure to it by the disclosing party (as confirmed by the receiving party's records);

(c) is disclosed to the receiving party without restriction on disclosure by a person who has the lawful right to disclose the information; or (d) is disclosed pursuant to the lawful requirements or formal request of a governmental agency. If the receiving party is requested or legally compelled by a governmental agency to disclose any Proprietary Information of the disclosing party, the receiving party agrees that it will provide the disclosing party with prompt written notice (if lawfully permitted) of such requests so that the disclosing party has the opportunity to pursue its legal and equitable remedies regarding potential disclosure. Each party acknowledges that its breach or threatened breach of this Section may cause the disclosing party irreparable harm which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving party agrees that equitable relief, including a temporary or permanent injunction, is an available remedy, in addition to any legal remedies to which the disclosing party may be entitled. The obligations of the Parties relating to confidentiality survive termination of this Agreement for a period of two (2) years. In the event Customer and HomeWorks Connect enter into a separate Non-Disclosure Agreement ("NDA"), then such NDA shall be incorporated into this Agreement by reference herein, and if any terms and conditions of such NDA are in conflict with the terms and conditions herein, then the NDA shall supersede the confidentiality terms and conditions in this clause, excluding HomeWorks Connect's CPNI obligations as defined in this Agreement.

Section 4.4 CPNI.

Customer Proprietary Network Information ("CPNI"), as defined by United States Code 47 U.S.C. 222(h), shall be considered to be the confidential information of Customer. Customer authorizes HomeWorks Connect to disclose CPNI: 1) to any future designated person(s) via written letter of authorization; and 2) to a lawful requirement or request from a court or governmental agency. Except as otherwise expressly permitted herein, HomeWorks Connect agrees that it will not: (a) use the CPNI for any purpose other than to further the purpose of this Agreement; and (b) disclose or reveal the CPNI to any person or entity other than its employees, directors, officers, and consultants who have a need to know to further the purpose of this Agreement and are subject to legally binding obligations of confidentiality and non-use no less restrictive than those contained in this Agreement. HomeWorks Connect shall comply with its data security policies and procedures and all applicable privacy laws.

Section 4.5 Publicity.

Neither party may use the name, logo, trade name, service marks, or printed materials of the other party in any promotional or advertising materials, statement, document, press release or broadcast, without the prior written consent of the other party, which consent may be granted or withheld at the other party's sole discretion.

ARTICLE 5

WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY

Section 5.1 Mutual Representations.

Each party represents, warrants and covenants that, as of the signature dates and continuing throughout the Agreement Term of this Agreement: 1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the state in which it is incorporated, and in good standing in each other's jurisdiction where the failure to perform in good standing would have a material adverse effect on its business or its ability to perform its obligations hereunder; 2) it has all necessary corporate power and authority to enter into this Agreement, and to perform its obligations hereunder, and the execution of this Agreement, and consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate actions on its part; and 3) it shall comply with all laws in connection with the Service and otherwise under this Agreement, including, without limitation, the procurement and renewal of all approvals, registrations, permits, certifications, authorizations, licenses or similar documentation as may be required by any administrative and regulatory authorities, including, without limitation, the Federal Communications Commission. Upon request, a party will supply copies of all such approvals, registrations, permits, certifications, authorizations, licenses or similar documentation.

Section 5.2 Disclaimer of Warranties.

Customer assumes total responsibility for use of the Services and applicable equipment. Any Services performed under this Agreement are on an as is basis without warranty. HomeWorks Connect has no responsibility for the security, loss, intrusion or unauthorized access of stored data or any loss or damage caused by any action, omission or failure to comply with the terms of this Agreement by Customer. HOMEWORKS CONNECT MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY SERVICE OR EQUIPMENT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY HOMEWORKS CONNECT ARE HEREBY EXCLUDED AND DISCLAIMED.

Section 5.3 Indemnification.

Each party shall indemnify and hold harmless the other party and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses, including attorney fees (collectively, hereinafter "Claims") arising out of or in any manner relating to: (a) breach of this Agreement; (b) violation of any law; (c) any Claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance hereof; (d) damage to property or personal injury (including death) arising out of the gross negligence or willful acts or omissions of either party; or (e) Claims by a third party arising out of or related to the use or misuse of any Service.

Section 5.4 Limitation of Liability.

NEITHER HOMEWORKS CONNECT NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, OR SUPPLIERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HomeWorks Connect's liability for all claims of any kind arising out of or related to this Agreement, whether based on contract, tort, including, without limitation, strict liability and negligence, warranty or on other legal or equitable principles shall be limited to strict money damages and shall not exceed the amount of fees paid by Customer for the Services under the applicable Service Order during the 1-month period immediately preceding the event giving rise to the claim for damages.

ARTICLE 6

OPERATIONS REQUIREMENTS

Section 6.1 Outage.

Outage means the measure of time that Customer's Services do not meet the applicable service metrics for a Service as defined in Appendix 1, Technical Standards of Performance ("Time to Repair").

Section 6.2 Planned Maintenance or Repair.

Planned Maintenance or Repair includes, but is not limited to software upgrades and repairs, equipment upgrades and repairs, power upgrades and repairs. Customer acknowledges that HomeWorks Connect may need to perform Planned Maintenance or Repair and such maintenance or repair is not considered an Outage.

ARTICLE 7

GENERAL PROVISIONS

Section 7.1 Counterparts; Electronic Communications.

This Agreement may be executed in two or more counterparts (including by means of faxed or emailed signature pages), each of which will be deemed an original, and all of which together will constitute one and the same instrument. The parties consent and agree the Agreement and any Service Order may be entered into electronically by way of electronic signatures (for example, by electronically clicking a box confirming agreement or utilizing third-party software such as DocuSign), and any such electronic signatures shall be binding and treated as original signatures. In the event HomeWorks Connect requires a correction or clarification to an executed Service Order prior to the Service's first day of availability, an email communication from Customer may be utilized as an acceptable method of approval for any such correction or clarification and shall be incorporated as part of the Service Order.

Section 7.2 Notices.

Except as described in Section 1.1 of this Agreement, all notices, including but not limited to demands, requests and other communications required or permitted hereunder (not including invoices) shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by email, facsimile, mail or overnight delivery. All Customer notices shall be addressed as designated on page one (1) of this Agreement and HomeWorks Connect notices shall be addressed as follows: HomeWorks Connect, 7973 E. Grand River Ave., Portland, MI 48875 (collectively "Legal Notices"). Either party must provide the other party written notice of any changes to its Legal Notices.

Section 7.3 Assignment.

Customer shall not assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of HomeWorks Connect; provided that either party may, upon prior written notice to the other party, assign all of its rights and obligations under this Agreement to any entity which effects a merger transaction with such party or otherwise acquires all or substantially all of its capital stock or assets. Subject to the foregoing, this Agreement shall be binding on the Parties and respective successors and assigns.

Section 7.4 Successors and Assigns.

All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by the successors and assigns of the parties to this Agreement.

Section 7.5 Severability.

The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

Section 7.6 Force Majeure.

Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; nation-state attack; insurrections, riots, wars, strikes, lockouts, work stoppages or other labor disputes or difficulties ("Force Majeure Event"). Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any Force Majeure Event.

Section 7.7 Regulatory Requirements.

If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including rates, surcharges or taxes, then this Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling.

Section 7.8 Tariffs.

Subject to the terms set forth in this Agreement, HomeWorks Connect hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in this main body of the Agreement and any Exhibits, Attachments or Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this section.

Section 7.9 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflict of law principles. The parties agree that the state courts of Michigan shall have sole and exclusive jurisdiction, and Ionia County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter, including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort. The parties agree that the exclusive jurisdiction (personal and, as allowed, subject matter) and venue for any claim or controversy relating to this Agreement including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort shall be a federal or state court in Ionia County, Michigan, and the parties hereby consent to such jurisdiction and venue.

Section 7.10 Export Matters.

Customer represents and warrants that Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons to whom HomeWorks Connect is legally prohibited to provide the Services. Customer may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may Customer provide administrative access to the Services to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulation.

Section 7.11 Entire Agreement.

This Agreement and the Network Service Exhibit, together with all Service Orders, embodies the entire agreement and understanding between HomeWorks Connect and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Except as otherwise expressly permitted in this Agreement, this Agreement may not be supplemented, modified or amended except by a written instrument signed by both parties.

Section 7.12 Survivability.

Customer's obligations under Indemnification, Limitation of Liability and Customer Representations of Warranties shall survive the expiration or termination of this Agreement.

APPENDIX 1

NETWORK SERVICE EXHIBIT:

Dedicated Internet Services

HomeWorks Connect's Dedicated Internet Access Service provides a continuous connection to the public Internet (the "Internet") across HomeWorks Connect's backbone.

Fixed Port Service: Fixed service allows Customer access to HomeWorks Connect's network at a predetermined rate. The rate charged for the port will not fluctuate with use.

Handoff: HomeWorks Connect offers Fast Ethernet ("FE"), Gigabit Ethernet ("GigE") handoffs and Ten Gigabit Ethernet ("10G") handoffs. Customer's equipment must be configured according to HomeWorks Connect's requirements for the desired handoff.

IP Addresses: IP addresses are not portable and not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed and may be modified as required by HomeWorks Connect and/or the American Registry for Internet Numbers ("ARIN").

DNS Policy: HomeWorks Connect's initial set-up shall allow up to twenty-five (25) domains for Primary DNS and up to fifty (50) domains for Secondary services. Any domain changes, additions or deletions to either DNS service after the initial set-up will be invoiced at twenty dollars (\$20) each. Customer is responsible for the registration of all domain names and the coordination of IP addresses with its registrar.

Additional Charges: Consulting hours will be invoiced at one hundred, fifty dollars (\$150) per hour if Customer requests HomeWorks Connect's assistance with routing changes that exceed its three (3) hours of free consulting per three (3) consecutive month interval. HomeWorks Connect shall notify Customer if any such consulting charges shall apply. Additionally, a dispatch charge shall be invoiced when a HomeWorks Connect representative is dispatched to a Customer's premise as a result of: 1) an outage not caused by the HomeWorks Connect network; 2) an outage not caused by the failure of HomeWorks Connect-Provided Equipment; or 3) Customer's disallowance of HomeWorks Connect to access its equipment.

Virtual Ethernet Service

HomeWorks Connect's Virtual Ethernet Service ("VES") is available as a Point-to-Point solution or a Multi-Point solution.

Point-to-Point: Option offers a transparent, point-to-point Ethernet transport between two (2) locations on HomeWorks Connect's backbone. Point-to-Point configuration will consist with or without access to both the A and Z locations and transport at a guaranteed bandwidth ("Transport CIR"). The Transport CIR shall be no less than ten (10%) percent of the maximum bandwidth allowed by its physical handoff type.

Multi-site: Option offers a switched Ethernet Virtual Private Network ("VPN") service using Layer 2 technology to transport data between multiple Customer sites on HomeWorks Connect's backbone. Multi-site configurations consist with or without Access and a guaranteed port committed information rate ("Port CIR") at each service location. Each contracted Port CIR shall be at least ten (10%) percent of the maximum bandwidth allowed by its physical handoff type.

Virtual Cloud Connection (Multi-site Only): Virtual Cloud Connection shall provide Customer a virtual interconnection between Customer's network to Customer's third party, public cloud service or data center provider. VCCs are considered on an individual case basis at HomeWorks Connect's sole discretion and may incur monthly recurring and/or non-recurring charges. Customer's maximum connection bandwidth shall not exceed the port's bandwidth. The Virtual Cloud Connection shall be delivered best effort.

MAC Addresses: Customer shall be assigned up to fifty (50) MAC (Media Access Control) addresses per location. Customer may purchase one (1) additional block of fifty (50) MAC addresses for a four (\$4) dollar Monthly Recurring Charge ("MRC") and a fifty (\$50) dollar Non-recurring Charge ("NRC").

Maximum Transmission Unit ("MTU"): The MTU for Ethernet frames using VES is 1,518 bytes.

Traffic: Customer shall shape its own traffic onto HomeWorks Connect's backbone network such that it does not exceed Customer's Transport CIR. Broadcast traffic shall be limited to ten (10) Mbps per handoff for point-to-point service locations.

Virtual Local Area Network ("VLAN") Coordination: If Customer's service is multiplexed, requiring VLAN coordination between Customer's network and HomeWorks Connect's network, then HomeWorks Connect shall make final determination of VLAN assignments. Installation intervals for both VES Multisite and VES Point to Point shall be determined on an NRC basis for both On-Net and Off-Net services.

Technical Standards of Performance:

DEFINITIONS:

Total Uptime: Uptime is defined as the amount of time a customer has service as measured over the course of a calendar month. Planned or emergency maintenance events are not factored into the Total Uptime calculation. HomeWorks Connect calculates uptime during a calendar month as follows: Availability (within calendar month) = ((total min in month)-(total min of unavailability in month)) / total allowable minutes in month.

Time To Repair: Time to Repair is based upon the amount of time it takes to restore services measured from the time the outage is reported to HomeWorks Connect and acknowledged, and the time the outage is resolved.

Force Majeure: Force Majeure includes, without limitation: fire, flood, lightning, explosion, war, acts of terrorism, strike, riots, embargo, labor dispute, government requirement, civil or military authority, acts of God or nature, act or failure to act of any governmental authority.

On-Network: On-Network refers to the communication network owned in entirety by HomeWorks Connect.

Off-Network: Off-Network refers to any communications network not owned by or under complete control of HomeWorks Connect.

Latency: Latency is based on the average time of measurement samples between On-Network endpoints.

Packet Loss: Packet Loss is calculated based on the percentage of ping packets sent and how many are lost between On-Network endpoints.

TERMS:

Routine and Emergency Maintenance: Customer acknowledges that HomeWorks Connect may need to perform routine maintenance to the network between the hours of 11:00 PM and 6:00 AM local time. Emergency maintenance may occur at any time with prior notice to the customer. Such maintenance is acknowledged to not be considered for overall measurement of the technical standards of performance (service metrics).

Network Availability Credits: In the event HomeWorks Connect fails to meet the service metrics as defined below (Service Metrics), the customer shall be entitled to a credit for the On-Network portion according to the formulas below (Available Credits). In no event will credits during any one (1) calendar month exceed 100% of the Monthly Recurring Cost (MRC) for the service.

To Receive Credits: The customer must make a written request within thirty (30) days of the end of the month in which failure by HomeWorks Connect to meet a service metric occurred. Any credit shall be the customer's sole and exclusive remedy for any failure by HomeWorks Connect to meet a service metric. Credits do not apply to situations: (i) caused by the negligence or willful misconduct of the customer; (ii) due to the customer's network failure; (iii) due to failure of power (excluding any industry standard back-up power sources that HomeWorks Connect is required to have in place); (iv) during any period in which HomeWorks Connect is unable to gain access to the Customer Premise Equipment (CPE), or the customer is unavailable to self-install a replacement CPE; (v) during any period of unscheduled emergency maintenance or repair, scheduled maintenance, alteration or implementation; and (vi) during any Force Majeure event. HomeWorks Connect may withhold issuance of any credits due the customer under this agreement until any amounts past due by the customer have been paid in full.

Termination for Chronic Service Failures: The parties agree that customer may terminate the agreement as to a particular service location for a particular service only upon thirty (30) days prior written notice to HomeWorks Connect if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by HomeWorks Connect that occur within a three (3) month period and are not repaired by HomeWorks Connect within the time to repair in Appendix A; provided, however, this right of termination shall not apply to outages caused by customer or Force Majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

Service Metrics:

All measurements are limited to the HomeWorks Connect Network (On-Network). Off-network access shall be delivered using best effort.

Time to Repair	12 hours from acknowledged report
Latency	<40ms
Packet Loss	<1%
Total Uptime (maintenance windows exempt)	98%

Available Credits:

Time to Repair	Credit prorated to outage time for the month
Latency	1-day credit for each day out of parameter
Packet Loss	1-day credit for each day out of parameter
Total Uptime (maintenance windows exempt)	Credit prorated to outage time for the month

Service credits are calculated based on a 30-day month (720 hours). Daily credits are calculated by dividing the Monthly Recurring Cost (MRC) by 30 days. Outage and repair credits are calculated by dividing the MRC by 720 hours.

APPENDIX 2

SERVICE ORDER:

Customer Name: City of Portland
Customer Type: Municipality
Order Type: New
Sales Rep: Brandon Trierweiler
Total MRC: \$1,110.19 with 10% WAN Discount & 5% Multi-Year Discount
Total NRC: Free Installation
Order Requested Date: ASAP

Order Components:

Product: Internet & Private WAN
Term Length: 60 Months
Product Description: Internet & Private Wide Area Network
Quantity: 3 Dedicated internet access & 4 WAN locations & 5 Static IPs
<i>CIRCUIT 1: City Hall Internet 100 Mbps</i>
A Location Address: 259 Kent St, Portland MI 48875
Space and Power: Customer Supplied
Circuit 1 MRC/ \$249.95
Circuit Description: Internet -100 Mbps

<i>CIRCUIT 2 : Police Dept. Internet 100 Mbps</i>
A Location Address: 773E Grand River Ave., Portland MI 48875
Space and Power: Customer Provided
Circuit 2 MRC/ \$169.95
Circuit Description: Internet -100 Mbps

<i>CIRCUIT 3 : Electric Dept. Internet 50 Mbps</i>
A Location Address: 723 E Grand River Ave., Portland MI 48875
Space and Power: Customer Provided
Circuit 3 MRC/ \$129.95
Circuit Description: Internet -50 Mbps

<i>CIRCUIT 4: City Hall Private WAN 100 Mbps</i>
A Location Address: 259 Kent St, Portland MI 48875
Space and Power: Customer Provided
Circuit 4 MRC/ \$249.49
Circuit Description: City Hall Private WAN 100 Mbps

<i>CIRCUIT 5: Electric Dept. Private WAN 100 Mbps</i>
A Location Address: 723 E Grand River Ave., Portland MI 48875
Space and Power: Customer Provided
Circuit 5 MRC/ \$109.95
Circuit Description: <i>Electric Dept. Private WAN 100 Mbps</i>

<i>CIRCUIT 6: DPW. Private WAN 100 Mbps</i>
A Location Address: 451 Morse Dr., Portland MI 48875
Space and Power: Customer Provided
Circuit 6 MRC/ \$109.95
Circuit Description: <i>DPW Private WAN 100 Mbps</i>

CIRCUIT 7: WWTP Private WAN 100 Mbps
A Location Address: 600 Morse Dr., Portland MI 48875
Space and Power: Customer Provided
Circuit 6 MRC/ \$109.95
Circuit Description: WWTP Private WAN 100 Mbps

Governing Agreement

Upon execution, this Service Order shall be incorporated into the terms and conditions of the governing service agreement(s) executed between the parties. Services may be subject to credit approval.

Signature:
Title:
Date:
Selection Required: Non-Resale

Customer approves and accepts this Order for Service, subject to the terms and conditions of the governing service agreement between the companies. Any changes to this order may result in additional non-recurring charges once a due date has been assigned and communicated.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-33

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR AND CLERK TO SIGN AMBULANCE SERVICES AGREEMENTS
WITH DANBY TOWNSHIP, PORTLAND TOWNSHIP, WESTPHALIA
TOWNSHIP, ORANGE TOWNSHIP, LYONS TOWNSHIP, THE VILLAGE OF
WESTPHALIA, THE VILLAGE OF PEWAMO, SEBEWA TOWNSHIP,
SUNFIELD TOWNSHIP, AND THE VILLAGE OF SUNFIELD AND
APPROVING THE CARE PLAN MEMBERSHIP AGREEMENT FORM**

WHEREAS, the City provides ambulance service to various political subdivisions through the Portland Area 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 2024-2025 Ambulance Services Agreement, a copy of the proposed agreement is attached as Exhibit A; and

WHEREAS, households within may participate in the Portland Ambulance Care Plan Subscription Service to limit their out-of-pocket expenses for the uninsured portions of their ambulance bills, a copy of the Membership Application/Agreement Form is attached as Exhibit B.

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. The Portland City Council approves the Membership Application/Agreement Form attached as Exhibit B.
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: April 15, 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 DANBY, and
2. THE TOWNSHIP OF PORTLAND, and
3. THE TOWNSHIP OF WESTPHALIA, and
4. THE TOWNSHIP OF ORANGE, and
5. THE TOWNSHIP OF LYONS, and
6. THE VILLAGE OF WESTPHALIA, and
7. THE VILLAGE OF PEWAMO, and
8. THE TOWNSHIP OF SEBEWA,
9. THE TOWNSHIP OF SUNFIELD, and
10. THE VILLAGE OF SUNFIELD

all 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 (2) 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. Provide a subscription agreement to each political subdivision to allow its residents the option of participating in the ambulance service according to the terms and conditions of the Portland Emergency Care Plan, a copy of which is attached and is incorporated by reference. This subscription plan for ambulance service shall commence at 12:01 a.m. on the **1st day of July 2024** and shall run for a period of one year.
9. Each political subdivision agrees to be responsible for the mailing of the Portland Emergency Care Plan to all households in their political subdivision.
10. The CITY and the political subdivisions agree to pay a \$30.00 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:

11. 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.
12. 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.
13. 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.

14. 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.
15. The terms of this agreement shall commence at 12:01 a.m. **on the 1st day of July, 2024,** and shall run for a period of **3 (three) years** from the date thereof, and from month to month thereafter until terminated by mutual consent or by any party giving the other at least **sixty (60) days** written notice of its desire to terminate.
16. 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.
17. 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 _____
James E. Barnes, Mayor

Dated _____ By _____
Monique I. Miller, City Clerk

The _____

BY RESOLUTION OF ITS _____

By _____

Dated _____ By _____

2024 - 2025
PORTLAND AMBULANCE EMERGENCY CARE PLAN
Membership Application/Agreement Form



Head of Household: _____ Social Security # _____
Address: _____ Phone Number: _____
City: _____ State: _____ Zip: _____ Birth Date: _____
Township/Village: _____ Renewal: Yes No Employer: _____

Other Eligible* Household Members:

Name	Birth Date	Social Security Number	Employer
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Insurance Information:

Head of Household Medicare #'s: _____ Medicaid #'s: _____
Spouse Medicare #'s _____ Medicaid #'s: _____

Commercial Insurance Company: _____ Policy Number: _____
Group Number: _____ Name of Insured: _____

Commercial Insurance #2: _____ Policy Number: _____
Group Number: _____ Name of Insured: _____

Please submit with a copy of all current insurance cards (renewals included)

Please read the following agreement and sign below. Payment must accompany form for the agreement to be valid. I understand that the annual \$60.00 membership fee limits my out-of-pocket expenses for the uninsured portion of my ambulance bill(s) for **medically necessary** ambulance transportation provided only by Portland Ambulance. I understand that the Emergency Care Plan is not an insurance program and that the Portland Ambulance will bill all applicable insurances including supplemental and complementary, for all ambulance services, and will accept as payment in full any payment(s) received from same. **I further understand that ambulance transports deemed to be not a medical emergency are not covered by this Emergency Care Plan and the bill then becomes my responsibility.** I understand that my signature below authorizes Portland Ambulance Service to bill any and all insurance carriers on my behalf and authorizes my insurance carriers to make payments directly to Portland Ambulance. Should my insurance carrier send payment(s) to me for any services provided by Portland Ambulance, I agree to immediately forward such payment(s) to **MHR PO Box 13247, Lansing, MI 48901-3247**. My signature also allows Portland Ambulance to release any information regarding my ambulance run to my insurance company(ies) for billing purposes. **Membership fees will be collected from May 1, 2024, through June 30, 2025.** Membership is non-transferable and non-refundable. Coverage period is from July 1, 2024, through June 30, 2025.

*Note: a household is considered all persons claimed on enrolling member's Federal Tax Return for the previous year (2023). Any exception must have approval from the Ambulance Director prior to entering into this agreement.

I have read and agree to the above statements.

Head of Household: _____ Spouse: _____
Signature Date Signature Date

PORTLAND AMBULANCE EMERGENCY CARE PLAN

Welcome!

We at Portland Ambulance are striving to provide you with the best care possible. If you are a returning subscriber, or a new member, we would like to thank you for participating in our program. As always, patient care is our top priority.

The annual fee is \$60.00. **Please read the agreement carefully before you sign it.** Applications must be turned in before the enrollment deadline of July 1, 2024. You will also need to supply us with copies of your insurance cards at that time. This applies to both new and renewing members.

Frequently Asked Questions

Who can subscribe? Any household residing in the coverage area of Portland Ambulance Service, regardless of financial status or insurance coverage.

**Note: a household is considered all persons claimed on enrolling member's Federal Tax Return for the previous year (2023). Any exception must have approval from the Ambulance Director prior to entering into this agreement.*

How do I enroll in the Plan?

1. Carefully read the agreement and fill it out completely. **You may enroll anytime between May 1 and June 30, 2024.** Your enrollment covers medically necessary service from July 1, 2024, through June 30, 2025.
2. Submit your form with payment and copies of your insurance cards to:

City of Portland		Portland Ambulance
259 Kent St.	OR	773 E Grand River
Portland MI 48875		Portland MI 48875
Attn: Emergency Care Plan		Attn: Emergency Care Plan

What does the Plan cover? The plan covers all medically necessary ambulance runs during the coverage year of July 1, 2024, through June 30, 2025.

Do I have to renew every year? Yes. With changes in insurance billing requirements, we must renew your signature and verify your insurance cards every year. This ensures correct and efficient billing to your insurance company.

Can I subscribe if I live in Florida for the winter? Yes. Your coverage will cover you while you are at your residence in Portland. You must provide us with the months you will be gone, and we will prorate your fees accordingly. Remember, you must enroll before July 1, 2024.

Does the Plan cover service by other ambulance companies? No. Rarely, Portland Ambulance is busy assisting other patients and may not have an ambulance available; the next closest ambulance service may respond to your emergency. You may want to consider participating in additional care plans offered by neighboring ambulance services if this concerns you.

If you have any questions or need further information, please call the Ambulance Director at 517-647-2935.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-34

**A RESOLUTION APPROVING THE BUDGET FOR
FISCAL YEAR 2024-2025 FOR THE
PORTLAND AREA FIRE AUTHORITY**

WHEREAS, the City of Portland, Portland Township, and Danby Township have approved a Joint Fire and Emergency Services Agreement (“Agreement”) to create the Portland Area Fire Authority (Authority); and

WHEREAS, the Portland Area Fire and Emergency Services Board (the “Board”) recommend the proposed budget for the entities to adopt for FY 2024-2025 (See the budget formula, and proposed budget, attached hereto as Exhibit A); and

WHEREAS, the Authority has forwarded copies of their approved recommended budget options for FY 2024-2025 to the City Council and Township Boards for approval pursuant to Section 2.2(a) of the Agreement; and

WHEREAS, City staff reviewed the proposed budget and the funding formula governing the percentage of budget funded by each entity and recommends that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Authority’s proposed budget, for FY 2024-2025, 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: April 15, 2024

Monique I. Miller, City Clerk



PORTLAND AREA FIRE AUTHORITY

773 E Grand River Ave

Portland MI 48875

517-647-2950

To: The City of Portland, Danby Twp. & Portland Twp.

Subject: PAFA Proposed Budget for Fiscal year 2024/2025 Date: 1/30/24

As the Portland Area Fire Authority starts 2024, we are looking ahead for our fiscal year 2024/2025. We have held our budget workshop and are submitting our proposal as recommended by the PAFA Board for your consideration for the next fiscal year. The PAFA board has recommended budget in the amount of \$352,985.00 which is about a 15.3% increase. It is worth noting the proposed budget increase is all Capital Outlay with Operating remaining almost unchanged.

I have attached our proposal on a spreadsheet alongside last year's budget. I have also attached the 2024/2025 budget formula as updated. The dollar amounts reflected in the proposed budget are based on the updated budget formula. There were only a few line items that changed and all of them were just slight adjustments with two exceptions, both under capital outlay. They are line item # 978 and line #979 as note below.

- In looking at our 5-year plan we are still on track. Items of interest are the replacement of our 1991 Pumper with a new Pumper, which is scheduled for delivery in July. Our most recent Pumper loan was paid off in May 2023. As we have done in the past we will be taking out a loan for a portion of the new Pumper's cost. One of the things the board discussed was the fact we have not had any increases in the amount we set aside for vehicle replacement in the assigned line item #979. We have budgeted the same \$104,845 for several years. One aspect of the history in the forming of PAFA was the Townships being unhappy with the City because of there being a lack of funds for vehicle replacement in the Motor Pool account at the end of the 20-year life of a fire truck even though the entities were paying into a replacement fund. Prior to PAFA, the entities paid into the motor pool base on the depreciation of the truck over its 20-year life. It was a look back method that always fell short. There never was enough funding for the replacement truck when replacement was due. The cost of materials, service, etc. is not static. Fire trucks are no exception. This upcoming purchase was a sticker shock to most of us, the loan interest rate for this truck is also going to be a sticker shock compared to the last purchase. This is why we have proposed an annual increase of \$20,000 starting this budget year so that when a truck replacement comes due, we will always have, at a minimum, of 50% down payment. We want to base fund balance for vehicle replacement on project cost, not the cost of the last purchase as was done in the past. It is also worth noting this line item, #979, is an assigned fund for a specific expenditure and not a general fund. I cannot be used for anything other than vehicle purchases without entities approval.

- The other large budget increase is for the replacement of our SCBA packs which are due for replacement in about 5 years. There are 2 parts the SCBA unit and they have a different life cycle, tanks and the SCBA packs themselves. We are proposing an increase of \$27,000 per year for the next 5 years to cover the costs of replacement of the SCBA packs themselves. We already created a line item for SCBA replacement and have been funding it with unspent funds at the end of budget years, when we could, but this will not be enough. One of the things we have talked about for the future is when we replace a truck, we purchase a SCBA unit for each seat as part of the cost of the truck to stagger that expense and avoid having them all be at end of life at the same time. This method would also help by staggering of the replacement SCBA tanks when they expire.

Every year I talk about recruitment and retention of firefighters being a national issue facing small departments. Our runs last year were up 35%. WOODTV 8 actually came out and interviewed Chief Krizov for a story about recruitment and retention and the struggles of small communities who rely on paid on call staff. I cannot overstate how fortunate our community is to have a department with committed members. This only happens when you have motivated existing members, who through their words and actions draw others to join, and who want to be part of something positive within their community. Great attitudes depend on great leadership of the officers, modern quality equipment that everyone takes pride in, and the latest quality safety equipment to help protect them. None of this happens without the support of the local units of government and for that we thank you. Of most concern in today's fire service is availability of daytime crews. If this trend continues everyone will be forced to consider other options for day shift coverage. Again, this is not just a PAFA issue, but a national issue and is even starting to become a problem with full time departments. Sadly, the days of employers allowing their employees to up and leave when the pager goes off are all but gone.

We continue to keep a close eye on the brush trucks I speak about every year. They were handed down from the Electrical Department/DNR and have thousands of hours on them and are not worth putting any money into them. Our plan is basically to run them until we can't and then replace them. That day is getting near.

I would like to thank all of you for your continued support of PAFA. I think PAFA and its members are a wonderful asset to our community.

Sincerely,

Mark Ackerson

Mark Ackerson –PAFA Chairperson

[Type here]

Portland Area Fire Authority- Funding Formula- Fiscal Year 2024/2025

	City	Danby	Portland	Totals	Percent	City	Danby	Portland		
SEV	\$ 143,945,588	\$ 122,770,100	\$ 208,201,200	\$ 474,916,888.00	33.333					
%	30.31%	25.85%	43.84%			10.10	8.63	14.61		
Population	3,796	2,150	3,881	9827	33.333					
%	38.63%	21.88%	39.49%			12.88	7.29	13.16		
Runs	191	71	95	357	33.333					
%	53.50%	19.89%	26.61%			17.83	6.63	8.87		
				FY 24/25 %'s	Total %	40.81	22.55	36.64		
Fire Runs										
2021	76	25	23							
2022	48	18	28							
2023	67	28	44							
totals for										
1/1/2024	191	71	95							
Prior Year Information										
Runs 2020	39	13	23							
FY 2023/2024	41.44%	22.26%	36.30%							
Updated 1/8/24 - Mark Ackerson										

	<u>2023/2024</u>	<u>2024/2025</u>
	<u>Budget</u>	<u>Proposed Budget</u>
Ordinary Income/Expense		
Income		
400 - Contributions/Grants		
405 - City of Portland - 40.81%	129,486.65	144,053.18
410 - Danby Township - 22.55%	65,569.83	79,598.12
415 - Portland Twp - 36.64%	111,058.52	129,333.70
Total 400 - Contributions/Grants	306,115.00	352,985.00
430 - Fund Balances		
433 - Net Capital Asset Balance		
435 - Capital Outlay Fund balance		
438 - Operating (Unrestricted) Fd Bal	0	0
440 - Interest	0.00	0.00
460 - Donations/fund balance	0.00	0.00
Total Income	306,115.00	352,985.00
Expense		
700 - Salaries		
701 - Board Member Salaries	0.00	0.00
703 - Chief Salary	12,000.00	13,000.00
704 - Assistant Chief	2,595.00	2,595.00
705 - Officers	6,000.00	6,000.00
706 - Fire Marshalls	0.00	0.00
707 - FireFighters	36,960.00	36,960.00
708 - Apparatus Maintenance Wages	6,000.00	6,000.00
Total 700 - Salaries	63,555.00	64,555.00
710 - Fringe Benefits		
711 - Workers Comp	6,050.00	6,050.00
712 - FICA	4,870.00	5,000.00
714 Direct Deposit Fees	0.00	100.00
Total 710 - Fringe Benefits	10,920.00	11,150.00
720 - Office Supplies	1,000.00	1,000.00
728 - Dues & Subscriptions	7,000.00	7,000.00
730 - Operating Expenses		
730.1 Engine 7 2019	1,500.00	1,500.00
732 - Engine 11-1991 Pumper	4,000.00	4,000.00

736 · Brush 6- 1994 Grass Rig	400.00	400.00
737 · Brush 8- 1994 Grass Rig	400.00	400.00
740 · Car 4 - Excursion- Support	2,000.00	500.00
743 · Marine 1- Zodiac Boat w/ motor	200.00	200.00
744 · Old Engine 1- 1942 Pumper	200.00	200.00
745 · Tanker 9 - 2015	1,000.00	1,000.00
Total 730 · Operating Expenses	9,700.00	8,200.00
746 · Turnout Gear	14,400.00	10,000.00
747 · Uniforms	680.00	300.00
748 · Gas & Fuel	2,500.00	3,500.00
750 · Employee Program		
751 · Infectious Control Program	0.00	0.00
752 · Respiratory Program	500.00	500.00
753 · Health Testing	600.00	600.00
Total 750 · Employee Program	1,100.00	1,100.00
770 · Equipment Maintenance	1,000.00	1,000.00
780 · Maintenance Agreements	11,000.00	11,000.00
790 · Building Maintenance	1,700.00	500.00
800 · Professional Services		
801 · Accounting Services	5,300.00	5,300.00
802 · Bank Charges	0.00	0.00
803 · Computer Consulting	500.00	500.00
804 · Legal Services	500.00	500.00
Total 800 · Professional Services	6,300.00	6,300.00
810 · Advertising	500.00	500.00
815 · Audit Services	3,800.00	5,600.00
820 · Trash Removal/Sanitation	350.00	350.00
824 · Training	3,000.00	3,000.00
840 · Insurance Expenses		
841 · Vehicle Insurance	8,000.00	8,800.00
842 · Building Insurance	700.00	770.00
843 · Liability Insurance	6,000.00	6,600.00
Total 840 · Insurance Expenses	14,700.00	16,170.00
850 · Communication Expenses		
851 · Internet Expense/Website	150.00	150.00
852 · Radios/Pagers	3,000.00	6,000.00
853 · Telephones/Internet	1,500.00	1,500.00
Total 850 · Communication Expenses	4,650.00	7,650.00
880 · Inner Department Expenses		
881 · Fire Safety & Prevention	750.00	750.00

882 - S.C.B.A Program	4,000.00	4,000.00
883 - HazMat Program	0.00	0.00
Total 880 - Inner Department Expenses	4,750.00	4,750.00
890 - Interest Expense	0.00	0.00
895 - Principle Loan Pmts Exp	0.00	0.00
920 - Utilities Expense		
922 - Gas & Electric	11,000.00	9,000.00
923 - Water & Sewer	1,150.00	2,000.00
924 - Water - Fires and Training	150.00	150.00
Total 920 - Utilities Expense	12,300.00	11,150.00
955 - Board Supplies	365.00	365.00
957 - Board Travel/Education	0.00	0.00
960 -Depreciation	0.00	0.00
Total Expense	175,270.00	175,140.00
Net Ordinary Income	130,845.00	177,845.00
Other Income/Expense		
Other Expense		
970 - Capital Outlay		
976 - Equipment Purchase	25,000.00	25,000.00
977 - Office Equipment/Furniture	1,000.00	1,000.00
978 - SCBA Replacement		27,000.00
979 - Vehicle Replacement Fund	104,845.00	124,845.00
Total 970 - Capital Outlay	130,845.00	177,845.00
Total Other Expense	130,845.00	177,845.00
Net Other Income	-130,845.00	-177,845.00
Net Income	0.00	0.00

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-35

**A RESOLUTION APPROVING THE ADJUSTED CENSUS BOUNDARY MAP
AND DIRECTING THE CITY MANAGER TO EXECUTE THE STATEMENT
OF AGREEMENT FOR ADJUSTED CENSUS URBAN BOUNDARY
ESTABLISHMENT AND REVISION**

WHEREAS, The City of Portland, along with portions of the surrounding townships, constitute the Portland Small Urban Area for funding purposes and MDOT distributes the Adjusted Census Urban Boundary (ACUB) Map for review by Small Urban Representatives; and

WHEREAS, the City Engineer has reviewed the map and recommends that City Council approve same and authorize the City Manager to complete the Statement of Agreement for Adjusted Census Urban Boundary Establishment and Revision, copies of the proposed ACUB Map, Statement of Agreement for Adjusted Census Urban Boundary (ACUB) Establishment and Revision and memo from the City Engineer, is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the proposed ACUB Map and directs the City Manager to complete the Statement of Agreement for Adjusted Census Urban Boundary Establishment and Revision, copies of the proposed ACUB Map, Statement of Agreement for Adjusted Census Urban Boundary Establishment and Revision and memo from the City Engineer, 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: April 15, 2024

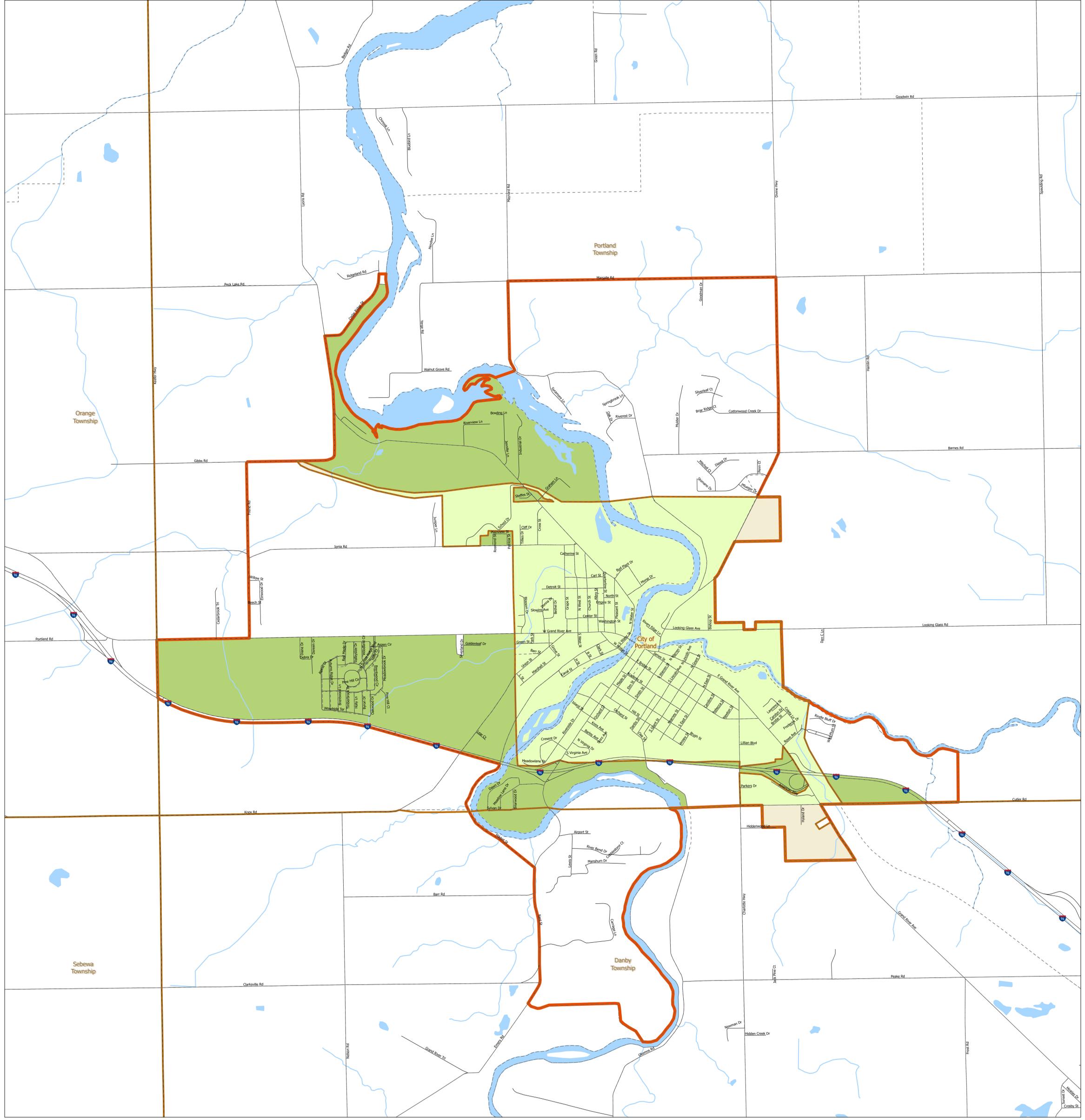
Monique I. Miller, City Clerk

Portland 2020 Proposed ACUB

2020 Census Urban Area (CUA) **Township** **ACUB (Proposed)**
City or Village with CUA Overlap **City or Village** **Road**
2020 Census Blocks **Lakes and Streams** **Railroad**



N
0 0.5 1 Miles
All data used in this map can be obtained from the State of Michigan GIS Open Data website or at Census.gov



MICHIGAN DEPARTMENT OF TRANSPORTATION

2020 CENSUS

**STATEMENT OF AGREEMENT
FOR
ADJUSTED CENSUS URBAN BOUNDARY
ESTABLISHMENT AND REVISION**

Section 101(a) amended of Title 23, United States Codes, states that the boundary locations for urban and urbanized areas shall be fixed by responsible state and local officials in cooperation with each other.

The undersigned hereby certify that these provisions have been complied with in establishing

the adjusted census urban boundary locations for the _____
Urban/Urbanized Area.

Name, Title

Date

Agency

Name, Title

Date

Agency

Name, Title

Date

Agency

MEMO

To: **Tutt Gorman, City Manager**
City of Portland

From: **Jonathan W. Moxey, P.E.**
Fleis & VandenBrink

CC:

Date: **April 11, 2024**

Re: **Adjusted Census Urban Boundary Establishment and Revision**

The City of Portland, along with portions of the surrounding townships, constitute the Portland Small Urban Area. Small Urban Areas are population centers of 5,000 or more that receive federal Surface Transportation Funding through the Michigan Department of Transportation's Small Urban program, as opposed to the Rural Task Forces or larger metropolitan areas. Every 10 years when a new census is taken, MDOT distributes the ACUB mapping for review by urban area representatives. We met with MDOT and representatives from the other Small Urban Areas in Ionia County earlier this year on behalf of the City. We did not note new areas of development that would be logical to include (the entire City Limits are already included, and there is no incentive to broaden the area further into the townships, as funding is shared between the City and Road Commission, as the road agency for the townships).

One area of concern was that the Rindlehaven property did not appear to be properly shown as being within the City Limits (it is included in the urban boundary). The City has been working with MDOT for several years to address this with MDOT's mapping, as MDOT didn't initially recognize the method by which the City annexed that property. MDOT has assured us that "the Annexation for the property in question has been completed and notification emails have been sent to confirm...The Proposed ACUB map you are referencing is not an authoritative map."

Given the above, we recommend that council approve the 2020 ACUB mapping and authorize the City Manager to complete the Statement of Agreement for Adjusted Census Urban Boundary Establishment Revision (both attached for reference) via a simple resolution to that effect.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-36

**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 \$401,460.00, 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 \$401,460.00, 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: April 15, 2024

Monique I. Miller, City Clerk

To (Owner):	City of Portland 259 Kent Street Portland, MI 48875	Project:	Wastewater System Improvements CWSRF No. 5758-01	Invoice No.:	2242
DESIGN-BUILDER:	F&V Construction 2960 Lucerne Drive SE Grand Rapids, MI 49546			Application No.:	26
				Application Date:	March 29, 2024
				Period to:	March 31, 2024
				FVC Proj No.:	1221
				Contract Date:	December 23, 2021

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY

	ADDITIONS	DELETIONS	
Change Orders Approved			
Change Order No. 1	\$ 28,649.69	\$ -	
Change Order No. 2	\$ 14,723.00	\$ -	
Change Order No. 3	\$ 6,836.00	\$ -	
Change Order No. 4	\$ 21,544.00	\$ -	
<hr/>			
TOTALS	\$ 71,752.69	\$ -	
<hr/>			
Approved this Month			
<hr/>			
TOTALS	\$ -	\$ -	
<hr/>			
Net Change by Change Orders	\$ 71,752.69	\$ -	

1. ORIGINAL CONTRACT SUM	\$ 12,750,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 71,752.69
3. ADJUSTED CONTRACT SUM TO DATE	\$ 12,821,752.69
(Line 1 + Line 2)	
4. TOTAL COMPLETED & STORED TO DATE	\$ 11,176,708.08
5. RETAINAGE	\$ 604,090.00
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 10,572,618.08
7. LESS PREVIOUS PAYMENTS	\$ 10,171,158.08
<hr/>	
8. CURRENT PAYMENT DUE	\$ 401,460.00
<hr/>	
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 2,249,134.61
(Line 3 - Line 4 + Line 5)	
<hr/>	
AMOUNT CERTIFIED	
(Attach explanation if amount certified differs from the amount applied for.)	
	\$ 401,460.00

DESIGN-BUILDER:

By:  Date: 3/29/2024

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: _____ Date: _____
CITY OF PORTLAND

CERTIFICATE FOR PAYMENT

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

Payment Application No. 26

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	\$ (8,851.00)	\$ 1,548,189.00	\$ 1,368,611.40	\$ 37,290.00	\$ 1,405,901.40	\$ 142,287.60	91%
C2	Concrete	\$ 684,595.00	\$ 12,622.00	\$ 697,217.00	\$ 411,045.00	\$ 117,000.00	\$ 528,045.00	\$ 169,172.00	76%
C3	General Trades	\$ 656,125.00	\$ 53,373.65	\$ 709,498.65	\$ 538,000.00	\$ 29,662.65	\$ 567,662.65	\$ 141,836.00	80%
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	\$ 50,386.39	\$ 4,577,595.59	\$ 4,145,500.00	\$ 105,263.14	\$ 4,250,763.14	\$ 326,832.45	93%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ 29,136.00	\$ 1,101,873.00	\$ 1,012,267.00	\$ 10,000.00	\$ 1,022,267.00	\$ 79,606.00	93%
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	\$ 38,400.00	\$ -	\$ 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	\$ 281,500.00	\$ 10,500.89	\$ 292,000.89	\$ 21,699.11	93%
	Design-Builder's Fee	\$ 831,800.00	\$ 5,621.00	\$ 837,421.00	\$ 731,260.00	\$ 25,049.00	\$ 756,309.00	\$ 81,112.00	90%
	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	\$ 637,225.68	\$ 67,774.32	\$ 705,000.00	\$ 84,800.00	89%
	Design-Builder's Contingency	\$ 602,745.80	\$ (86,193.35)	\$ 516,552.45	\$ -	\$ -	\$ -	\$ 516,552.45	0%
	Contract Total	\$ 12,750,000.00	\$ 71,752.69	\$ 12,821,752.69	\$ 10,774,168.08	\$ 402,540.00	\$ 11,176,708.08	\$ 1,645,044.61	87%



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, April 1, 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 Clerk Miller; DDA Director ConnerWellman; Police Chief Thomas

Absent: City Manager Gorman

Guests: Tim Fuller; Kathy Parsons

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

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

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Under Public Comment, Tim Fuller addressed Council noting his suggestions that trees not be added to the new streetscape as part of the Kent Street Reconstruction Project, that shades be added to the backside of the street lights in the downtown so the lights are not shining directly onto the buildings and residences on the second floors, and his concern that the Temporary Traffic Control Order being considered by Council tonight to only allow two-hour parking in the Scout Park lot and 24-hour parking in the lot at Maple St. and Grand River Ave. will create a hardship for the downtown residents. He suggested a permit system be put in place.

Mr. Fuller also distributed a letter from Mark Lewanski, another downtown resident, addressing his concerns with parking downtown.

Mayor Barnes referred Mr. Fuller to City Manager Gorman to discuss the issues presented.

Mayor Barnes noted the written City Manager Report provided by City Manager Gorman.

Under Presentations, DDA Director ConnerWellman presented the Downtown Report.

Under Old Business, the Council considered Resolution 24-19 (A) to approve and authorize the execution of four easement agreements with Tri-County Electric Cooperative to facilitate the installation of fiber lines and a fiber system for the benefit of the public. The improvements will be made along a mutually agreed upon construction pathway subject to the terms and conditions of an Easement of Right of Way Agreement.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 24-19 (A) approving and authorizing execution of four easement agreements with Tri-County Electric Cooperative.

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

Under New Business, the Council considered Resolution 24-28 to approve and authorize a Pension Waiver Application to be submitted to the Michigan Department of Treasury to establish a deficit elimination plan based on certain criteria. The Protecting Local Government Retirement and Benefits Act requires pensions to meet a 60% funding level. Due to the financial markets, the City was recently notified that its funding level is currently 57%, which is below the minimum.

Motion by Johnston, supported by Sheehan, to approve Resolution 24-28 approving and authorizing a Pension Waiver Application to be submitted to the Michigan Department of Treasury.

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

The Council considered Resolution 24-29 to approve a State Disaster Fund Grant Resolution, due to the significant damage caused by severe weather on August 24, 2023. Ionia County and the State of Michigan both declared a local state of emergency, causing the City of Portland to become eligible for certain reimbursements related to the storm damage under the Emergency Management Act.

Motion by Sheehan, supported by Fitzsimmons, to approve Resolution 24-29 approving a State Disaster Fund Grant Resolution.

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

The Council considered Resolution 24-30 to approve the quote from Advanced Pavement Markings LLC's bid in the amount of \$21,564.10, for 2024 street painting.

Motion by Johnston, supported by Sheehan, to approve Resolution 24-30 approving Advanced Pavement Markings LLC's bid for 2024 street painting.

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

The Council considered Resolution 24-31 to approve a Temporary Traffic Control Order related to parking and the Kent Street Reconstruction Project set to begin April 15, 2024, which will cause the elimination of parking in the 100 and 200 blocks of Kent Street during construction. The temporary reduction in parking spaces will create a higher demand for the existing parking spaces, necessitating reasonable limits be put in place to ensure parking spaces are not being excessively occupied and to facilitate commercial activity.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 24-31 approving a Temporary Traffic Control Order related to parking and the Kent Street Reconstruction Project.

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

Motion by Fitzsimmons, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on March 18, 2024, payment of invoices in the amount of \$88,487.67, and payroll in the amount of \$154,070.12 for a total of \$242,557.79. A purchase order Haviland in the amount of \$11,676.35 for ferric chloride was also included.

City Council Minutes – April 1, 2024

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

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck thanked Mr. Fuller for his comments regarding the Downtown and further noted his concerns will be passed on to City Manager Gorman.

Mayor Barnes noted the Council received the 2023 Annual Report tonight.

City Clerk Miller stated the Annual Reports are available on the website.

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

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

Meeting adjourned at 7:32 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the April 1, 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 Clerk Miller; DDA Director ConnerWellman; Police Chief Thomas

Absent – City Manager Gorman

Approval of Resolution 24-19 (A) approving and authorizing execution of four easement agreements with Tri-County Electric Cooperative.

All in favor. Adopted.

Approval of Resolution 24-28 approving and authorizing a Pension Waiver Application to be submitted to the Michigan Department of Treasury.

All in favor. Adopted.

Approval of Resolution 24-29 approving a State Disaster Fund Grant Resolution.

All in favor. Adopted.

Approval of Resolution 24-30 approving Advanced Pavement Markings LLC's bid for 2024 street painting.

All in favor. Adopted.

Approval of Resolution 24-31 approving a Temporary Traffic Control Order related to parking and the Kent Street Reconstruction Project.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:32 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
ALT PRINTING CO.	02712	SHIRTS FOR SPORTS - REC	908.50
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	116.00
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	465.64
BADGER METER INC.	02247	ORION CELLULAR LTE SVC/ BEACON MOBILE HOST SER	5,577.51
BLOOM SLUGGETT, PC	02783	MARCH LEGAL SERVICES - POLICE	3,333.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	423.97
CINTAS	00083	MEDICAL CABINET RESTOCK - CITY HALL	28.73
CIVIC PLUS LLC	02335	MUNICODE ADMIN FEE - COM PROMO	275.63
CONSUMERS CONCRETE CORPORATION	00094	RED MILL SEALANT - PARKS	406.00
CORRIGAN OIL CO, NO. 11	02693	FUEL TANK- MTR POOL	326.00
CORRIGAN OIL CO, NO. 11	02693	DIESEL FUEL- MTR POOL	1,767.23
DETROIT SALT COMPANY	01497	ROAD SALT - MAJ ST & LOC STS	10,574.05
DORNBOS SIGN, INC.	00067	MAGNETIC STRIPS - WATER	56.40
ETNA SUPPLY COMPANY	00146	COVER - MAJ STS	62.00
FAMILY FARM & HOME	01972	GLOVES AND OIL - PARKS & CEMETERY	37.95
FAMILY FARM & HOME	01972	MOUSE TRAPS - CEM	9.98
FED EX	00869	FREIGHT FOR AMI METERS - ELECTRIC	146.00
FIRE PROS, LLC	00151	FIRE EXTINGUISHER TESTING - WASTE WTR	196.75
FOSTER BLUE WATER OIL, LLC	02301	GAS TANK REFILL - PARKS, CEM	694.97
GRANGER	00175	REFUSE - POLICE, COM PROMO	97.65
GRANGER	00175	REFUSE SERVICE -MTR POOL, PARKS, CEMETERY	327.60
GRANGER	00175	REFUSE - WASTE WATER	172.20
GRANGER	00175	REFUSE - ELECTRIC	97.65
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	250.00
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	632.00
INNOVATIVE SOFTWARE SERVICES	00198	ANNUAL SERV/SUPPORT - INCOME TAX	2,111.15
INNOVATIVE SOFTWARE SERVICES	00198	UPGRADES/INSTALL - INCOME TAX	3,000.00
INSOURCE SOLUTIONS GROUP INC.	01813	E FILED RETURNS 3/24 - INCOME TAX	372.00
IONIA COUNTY TREASURER	00209	RAVE MASS ALERT SYSTEM- POLICE	923.57

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
IONIA LOCK AND KEY	02782	LOCK REPAIR - ELECTRIC	20.94
JD & SONS	02843	FENCE INSTALL -PARKS	2,500.00
JOINT APPRENTICESHIP & TRAIN TRUST	02503	T KRIZOV TUITION - ELECTRIC	6,000.00
KARA DOUGHERTY	02767	ASSESSING SERVICES 1ST HALF OF APRIL 2024 - AS	1,630.83
MARK WOODMAN PLUMBING & HEATING	01816	WORK IN EE BATHROOM, CLEAR THE DRAIN- CITY HAL	300.00
MENARDS	00260	OFFICE SUPPLIES - ELECTRIC	149.55
MHR BILLING	01780	MONTHLY BILLING - AMBULANCE	2,350.00
MICHIGAN MUNICIPAL ELECTRIC AS	00283	PUBLIC POWER WEEK BOOKS - ELECTRIC	509.14
MUNICIPAL SUPPLY CO.	00324	METER SETTER - WATER	224.94
OLD DOMINION BRUSH	00341	SUPPLIES - MTR POOL	827.70
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	280.00
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	80.00
PLUMMERS SEPTIC & SEWER	02871	PROVIDED VACUUM TRUCK SERVICES ON SITE FOR 4.5	2,250.00
POWER SYSTEM ENGINEERING	02761	ENGINEERING SUPPORT FOR AMI - ELECTRIC	3,192.50
PREMIER SAFETY	02465	GAS METER CALIBRATION - WASTE WATER	247.27
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - MTR POOL	268.77
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - AMB	356.04
QUALITY CAR & TRUCK REPAIR	02839	M & R AMB 45- AMBULANCE	1,196.67
QUALITY CAR & TRUCK REPAIR	02839	M & R AMB 43 - AMBULANCE	3,306.69
QUALITY CAR & TRUCK REPAIR	02839	REPAIR TRANS #44 - AMBULANCE	1,764.69
RESCO	00392	FAST PATCH - ELECTRIC	1,668.06
RESCO	00392	75KVA 1PH PAD - ELECTRIC APP CONS AGENDA 11-6-	27,225.00
RESCO	00392	UNDERGROUND WIRE- ELECTRIC	21,528.00
RESCO	00392	UNDERGROUND WIRE - ELECTRIC	6,909.00
RESCO	00392	HEAVY WALL TUBING - ELECTRIC	538.23
RESCO	00392	FUSE BAYONET DUEL SENSING- ELEC	678.75
RESCO	00392	TOOLS - ELECTRIC	67.65
RESCO	00392	CABINET- ELECTRIC	189.00
RESCO	00392	TOOLS - ELECTRIC	143.76

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RICHARD PLINE	MISC	OVERPAYMENT INS REFUND - AMB	116.39
SPARTAN COMMERCIAL ROOFING LLC	02772	ROOF REPAIR - CITY HALL	320.00
SPARTAN COMMERCIAL ROOFING LLC	02772	ROOF REPAIRS - CITY HALL	458.00
THANE BARDEN	MISC	PLOT BUY BACK JOINT OWNERSHIP - CEMETERY	125.00
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	769.48
ULINE	MISC	CABINET - MAJ & LOCAL STS	635.36
UPS	02587	SHIPPING TO PREMIER SAFETY - WW	13.15
USA BLUEBOOK	01850	SUPPLIES - WASTE WATER	769.73
USA BLUEBOOK	01850	GLOVES- WASTE WATER	41.34
USA BLUEBOOK	01850	PUMP TOOLS - WATER	471.23
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
VERIZON WIRELESS	00470	TELEPHONE & DATA SVC - VARIOUS DEPTS	1,082.52
VISION METERING, LLC	02816	METERS - AMI PROJECT	304,561.25
WILD ROSE MACHINE SHOP LLC	02870	1/3 PYMT FOR GENERATOR PARTS - ELECTRIC APP RE	20,500.00
Total:			\$449,881.76

**BI-WEEKLY
WAGE REPORT
April 15, 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.	11,377.96	248,164.83	2,994.21	84,399.25	14,372.17	332,564.08
ASSESSOR		-		-	-	-
CEMETERY	3,124.73	80,185.11	356.38	21,771.48	3,481.11	101,956.59
POLICE	20,482.41	388,978.72	4,857.83	118,736.62	25,340.24	507,715.34
CODE ENFORCEMENT	89.70	1,260.20	6.91	104.64	96.61	1,364.84
PARKS	2,183.91	70,843.96	307.29	14,706.29	2,491.20	85,550.25
INCOME TAX	2,844.37	53,991.83	685.76	17,362.63	3,530.13	71,354.46
MAJOR STREETS	3,653.82	84,484.94	930.77	35,591.25	4,584.59	120,076.19
LOCAL STREETS	2,826.78	78,450.23	719.12	34,718.33	3,545.90	113,168.56
RECREATION	1,637.19	33,756.59	339.29	9,989.92	1,976.48	43,746.51
AMBULANCE	21,582.87	436,082.79	3,852.78	102,313.45	25,435.65	538,396.24
DDA	2,562.55	55,302.90	377.24	10,239.43	2,939.79	65,542.33
ELECTRIC	22,302.72	461,489.57	4,503.80	152,444.03	26,806.52	613,933.60
WASTEWATER	15,023.63	218,084.77	2,710.07	57,229.16	17,733.70	275,313.93
WATER	7,924.67	147,869.05	2,099.05	56,104.96	10,023.72	203,974.01
MOTOR POOL	916.02	17,928.03	206.04	6,399.06	1,122.06	24,327.09
TOTALS:	118,533.33	2,376,873.52	24,946.54	722,110.50	143,479.87	3,098,984.02



PURCHASE ORDER

City of Portland

P.O. 13264

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

VENDOR Asphalt Restoration Inc
7968 West G Ave
Kalamazoo MI 49009

DATE: 4-8-24

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Crack Sealing	202-463-804		
Contract Price \$ 1.17/pound est \$10,000	203-463-804		
DEPARTMENT HEAD (UP TO \$500) <u>K Gustafson</u>		TOTAL	

MT
Treasurer Initials

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



Memo

To: Tutt Gorman, City Manager

From: Ken Gensterblum, Public Works Director

cc:

Date: April 10, 2024

Re: Crack Sealing

The purchase order is for crack sealing services from Asphalt Restoration Inc. Crack sealing is the process of placing adhesive sealant into cracks on the pavement surface to prevent infiltration of moisture into the asphalt. We have used this company in the past and have been happy with their work. We are getting the price they have offered to other road departments in the state. This work is billed by the pound so we have identified the sequence of streets to utilize their services effectively.

Recommendation is to approve Asphalt Restoration Inc for their services.



PURCHASE ORDER

City of Portland

P.O. 14490

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

VENDOR Visco

DATE: 4/8/24

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Replacement poles for Kent Street Decorative lights	582,539.985.005		\$80,698
<u>And Delivery in August</u>			
DEPARTMENT HEAD (UP TO \$500) <u>HOE</u>		TOTAL	\$80,698

MTJ
Treasurer Initials

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

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

Cc: Tutt Gorman, City Manager

Date: 3-26-2024

Re: **Action Item BLP 24-3A** – Kent Street Project Decorative Lighting

The Kent Street project kicks off in April. Over the course of the summer the decorative lights will be removed, and new conduit, lighting wire and foundations will be installed. In late summer/early fall the lights will be relocated. The exiting decorative streetlights have been installed for more than twenty years. As a result of road salt there is rust and significant deterioration of strength where the base of pole is welded to the connecting flange. In the past year we lost two poles due to flange to pole weld failure. It is prudent to replace the poles and globes during the Kent Street project for both longevity and safety. The decorative bases, necks, heads, finials, and crowns will all be reused.

Action Item BLP 24-3A - Recommend City Council authorize the purchase of twenty decorative streetlight poles and forty-one new globes as part of the Kent Street Project. The cost of the new poles and globes is \$80,698.00. The planned delivery date is early August 2024.



V - 3465J40

QUOTATION

CUSTOMER: CITY OF PORTLAND DATE: 2-19-2024
 ADDRESS: _____ PROJECT TITLE: DOWNTOWN PORTLAND
 CITY & STATE: _____
 ATTENTION: TODD DAVLIN

ITEM NO.	QUANTITY	TYPE OF FIXTURE	UNIT PRICE	EXTENDED PRICE
1	20	9.00" X 10'6" X 11GA. SMOOTH TAPER STEEL POLE	\$3465.00	\$69,300.00
		W/BASE PLATE AND C2 TENON-GV		
2	41	199 ACRYLIC GLOBE W/FINIAL HOLE	\$278.00	\$11,398.00
3	2	VI-BO-10L-70HPS-CL-LAB	\$1657.00	\$3,314.00
		**Quotation based upon best interpretation of information		
		provided.		

- Net Owner
- Net Distributor
- Commission Allotted _____
- Full Freight Allowed
- Prime Painted
- Finish Painted _____
- Powder Coated _____
- Approximate Delivery 12-14 Weeks
(After receipt of approval drawings, based on current conditions)

TOTAL \$ 80,698
~~\$84,012.00~~

TERMS NET 30 DAYS FROM DATE OF SHIPMENT.

PREPARED BY: *[Signature]*

VISCO, INC.
 29579 AWBREY LANE
 EUGENE, OR 97402
 (541) 688-7741
 FAX (541) 461-0951

Quote Valid For 30 Days

User: ABAUM

DB: Portland

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2024	MONTH 03/31/2024	INCREASE (DECREASE)	BALANCE	
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
101-000-402.000	REAL PROPERTY TAXES	1,218,862.00	1,244,783.71	1,043.68		(25,921.71)	102.13
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,800.00	0.00	0.00		1,800.00	0.00
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	3,200.00	3,330.91	3,330.91		(130.91)	104.09
101-000-445.000	PENALTY & INTEREST	4,500.00	5,601.79	596.83		(1,101.79)	124.48
101-000-447.000	TAX COLLECTION FEES	49,000.00	46,567.10	185.78		2,432.90	95.03
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	5.12	0.00		(5.12)	100.00
101-000-476.000	BUSINESS PERMITS	100.00	100.00	0.00		0.00	100.00
101-000-477.000	CABLE TV FEES	14,000.00	9,107.94	0.00		4,892.06	65.06
101-000-490.000	NON-BUSINESS PERMITS	85,000.00	36,141.60	4,244.00		48,858.40	42.52
101-000-543.000	ACT 302 POLICE TRAINING GRANT	500.00	949.80	0.00		(449.80)	189.96
101-000-570.000	LIQUOR FEES	3,900.00	4,360.95	0.00		(460.95)	111.82
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	0.00	8,835.54	0.00		(8,835.54)	100.00
101-000-574.000	REVENUE SHARING-CONST SALES	414,503.00	282,998.00	0.00		131,505.00	68.27
101-000-574.001	REVENUE SHARING-STAT SALES	121,006.00	82,499.00	0.00		38,507.00	68.18
101-000-574.002	REVENUE SHARING -PUBLIC SAFETY	0.00	1,197.00	0.00		(1,197.00)	100.00
101-000-609.000	SEX OFFENDER REGISTRATION FEES	100.00	50.00	0.00		50.00	50.00
101-000-623.000	TRANSCRIPT FEES	400.00	808.81	170.00		(408.81)	202.20
101-000-624.000	MISCELLANEOUS FEES	0.00	0.63	0.00		(0.63)	100.00
101-000-628.000	ADMINISTRATIVE CHARGES	442,992.00	332,243.64	36,915.96		110,748.36	75.00
101-000-630.000	CEMETERY LOT SALES	10,000.00	9,700.00	2,875.00		300.00	97.00
101-000-633.000	CEMETERY CARE FEES	6,000.00	4,818.00	1,152.00		1,182.00	80.30
101-000-634.000	GRAVE OPENING FEES	13,000.00	10,000.00	1,625.00		3,000.00	76.92
101-000-656.000	DISTRICT COURT FINES	6,800.00	7,910.13	552.06		(1,110.13)	116.33
101-000-661.000	PARKING FINES	1,400.00	120.00	70.00		1,280.00	8.57
101-000-663.000	MISCELLANEOUS FINES	1,200.00	1,050.00	80.00		150.00	87.50
101-000-665.000	INTEREST INCOME	5,600.00	8,454.47	556.96		(2,854.47)	150.97
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	500.00	2,293.01	5.81		(1,793.01)	458.60
101-000-667.000	RENTAL INCOME	7,000.00	4,780.00	810.00		2,220.00	68.29
101-000-676.001	DONATIONS-MISCELLANEOUS	100.00	125.00	0.00		(25.00)	125.00
101-000-676.004	DONATION-RED MILL BUILDING	10,000.00	0.00	0.00		10,000.00	0.00
101-000-678.000	MERS FOREITURE REVENUES	2,500.00	7,670.06	2,377.94		(5,170.06)	306.80
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	6,000.00	8,738.24	0.00		(2,738.24)	145.64
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	25,000.00	69,124.78	2,400.58		(44,124.78)	276.50
101-000-678.007	REIMBURSEMENTS-PAMA	2,000.00	1,932.00	0.00		68.00	96.60
101-000-693.000	SALE OF EQUIPMENT	4,900.00	194.18	0.00		4,705.82	3.96
101-000-699.150	TRANSFER FROM PERP CARE	175.00	268.95	28.59		(93.95)	153.69
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	109,391.00	109,391.00	0.00		0.00	100.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	52,750.00	52,750.00	0.00		0.00	100.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	39,200.00	39,200.00	0.00		0.00	100.00
TOTAL REVENUES		2,663,379.00	2,398,101.36	59,021.10		265,277.64	90.04

Expenditures							
100	COUNCIL	60,975.00	45,603.47	14,726.63		15,371.53	74.79
172	CITY MANAGER	217,966.00	146,025.03	15,051.23		71,940.97	66.99
201	GENERAL ADMINISTRATION	689,761.00	509,875.64	20,800.99		179,885.36	73.92
257	ASSESSING	59,870.00	44,925.90	4,889.60		14,944.10	75.04
262	ELECTIONS	14,630.00	10,442.85	1,073.80		4,187.15	71.38
265	CITY HALL	107,185.00	78,326.69	6,010.75		28,858.31	73.08
301	POLICE	1,006,171.00	630,232.64	56,373.63		375,938.36	62.64
371	CODE ENFORCEMENT	37,670.00	21,168.58	860.70		16,501.42	56.19
567	CEMETERY	221,505.00	131,991.27	8,862.12		89,513.73	59.59
707	COMMUNITY PROMOTIONS	434,550.00	295,115.63	12,129.05		139,434.37	67.91
728	ECONOMIC DEVELOPMENT	27,000.00	21,735.63	1,060.69		5,264.37	80.50
751	PARKS	400,007.00	231,072.14	10,720.82		168,934.86	57.77

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDT USED
		AMENDED BUDGET	03/31/2024 NORMAL (ABNORMAL)	MONTH 03/31/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 101 - GENERAL FUND								
Expenditures								
TOTAL EXPENDITURES		3,277,290.00	2,166,515.47	152,560.01	1,110,774.53	66.11		
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		2,663,379.00	2,398,101.36	59,021.10	265,277.64	90.04		
TOTAL EXPENDITURES		3,277,290.00	2,166,515.47	152,560.01	1,110,774.53	66.11		
NET OF REVENUES & EXPENDITURES		(613,911.00)	231,585.89	(93,538.91)	(845,496.89)	37.72		

User: ABAUM

DB: Portland

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2024	MONTH 03/31/2024	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	939,400.00	692,800.66	99,517.15	246,599.34	73.75
	TOTAL EXPENDITURES	1,579,001.00	156,993.90	35,822.17	1,422,007.10	9.94
	NET OF REVENUES & EXPENDITURES	(639,601.00)	535,806.76	63,694.98	(1,175,407.76)	83.77
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	1,396,122.00	318,778.63	35,444.49	1,077,343.37	22.83
	TOTAL EXPENDITURES	1,563,904.00	327,111.53	19,902.47	1,236,792.47	20.92
	NET OF REVENUES & EXPENDITURES	(167,782.00)	(8,332.90)	15,542.02	(159,449.10)	4.97
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	526,497.00	196,251.57	12,064.80	330,245.43	37.27
	TOTAL EXPENDITURES	595,437.00	251,226.12	17,070.87	344,210.88	42.19
	NET OF REVENUES & EXPENDITURES	(68,940.00)	(54,974.55)	(5,006.07)	(13,965.45)	79.74
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	114,100.00	92,509.66	16,884.90	21,590.34	81.08
	TOTAL EXPENDITURES	125,675.00	100,632.70	7,488.32	25,042.30	80.07
	NET OF REVENUES & EXPENDITURES	(11,575.00)	(8,123.04)	9,396.58	(3,451.96)	70.18
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	862,420.00	732,871.99	25,629.96	129,548.01	84.98
	TOTAL EXPENDITURES	1,043,590.00	742,151.83	68,096.54	301,438.17	71.12
	NET OF REVENUES & EXPENDITURES	(181,170.00)	(9,279.84)	(42,466.58)	(171,890.16)	5.12
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	317,000.00	321,362.84	292.39	(4,362.84)	101.38
	TOTAL EXPENDITURES	233,340.00	150,390.96	8,959.82	82,949.04	64.45
	NET OF REVENUES & EXPENDITURES	83,660.00	170,971.88	(8,667.43)	(87,311.88)	204.37
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	198,600.00	130,372.46	16,246.02	68,227.54	65.65
	TOTAL EXPENDITURES	197,000.00	129,125.69	0.00	67,874.31	65.55
	NET OF REVENUES & EXPENDITURES	1,600.00	1,246.77	16,246.02	353.23	77.92
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	5,431,900.00	3,693,383.22	377,220.06	1,738,516.78	67.99
	TOTAL EXPENDITURES	6,422,605.00	3,536,024.47	221,852.73	2,886,580.53	55.06
	NET OF REVENUES & EXPENDITURES	(990,705.00)	157,358.75	155,367.33	(1,148,063.75)	15.88
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	3,254,800.00	2,637,715.27	137,512.56	617,084.73	81.04
	TOTAL EXPENDITURES	1,812,901.00	791,942.25	132,296.52	1,020,958.75	43.68
	NET OF REVENUES & EXPENDITURES	1,441,899.00	1,845,773.02	5,216.04	(403,874.02)	128.01

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	03/31/2024	MONTH	03/31/2024	NORMAL	(ABNORMAL)	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)			
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
TOTAL REVENUES		891,783.00	589,096.85		60,007.18		302,686.15	66.06
TOTAL EXPENDITURES		1,134,043.99	466,248.11		43,181.63		667,795.88	41.11
NET OF REVENUES & EXPENDITURES		(242,260.99)	122,848.74		16,825.55		(365,109.73)	50.71
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
TOTAL REVENUES		357,182.00	186,839.81		18,052.74		170,342.19	52.31
TOTAL EXPENDITURES		628,611.00	228,222.04		6,559.57		400,388.96	36.31
NET OF REVENUES & EXPENDITURES		(271,429.00)	(41,382.23)		11,493.17		(230,046.77)	15.25
TOTAL REVENUES - ALL FUNDS		14,289,804.00	9,591,982.96		798,872.25		4,697,821.04	67.12
TOTAL EXPENDITURES - ALL FUNDS		15,336,107.99	6,880,069.60		561,230.64		8,456,038.39	44.86
NET OF REVENUES & EXPENDITURES		(1,046,303.99)	2,711,913.36		237,641.61		(3,758,217.35)	259.19

City Of Portland
Water Department
Monthly Water Report
March 2024

Monthly Water Production

Well #4	7,726,000 Gallons
Well #5	0 Gallons
Well #6	0 Gallons
Well #7	0 Gallons

Daily Water Production

Well #4	249,226 Gallons
Well #5	0 Gallons
Well #6	0 Gallons
Well #7	0 Gallons

Daily Average Water Production for All Wells 249,226 Gallons

Total Water Production for the Month 7,726,000 Gallons

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

Total Production decreased by 1,416,000 Gallons

Total Production for This Month from the Previous Year 8,428,000 Gallons

Total Production decreased by 702,000 Gallons

Rodney D. Smith Jr.
Water Technician



April 11, 2024

S. Tutt Gorman, City Manager

City of Portland

259 Kent Street

Portland, MI 48775

RE: February 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 March 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.

Sincerely,

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

Tony Smith

City of Portland WWTP Superintendent

- **ADMINISTRATIVE REPORT**

The March 2024 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes and Energy (EGLE). The average influent flow was 305,000 gallons per day. The daily maximum flow was 360,000GPD. The WWTP discharged a total of 7.98MG (million gallons) of final effluent to the Grand River for the month of January and treated a total of 9.47 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.
- After 6 months of bi-pass pumping we are pleased to say our process is back to gravity flow. The flow channel construction was completed the end of March allowing wastewater to flow from MBBR to final Clarification tanks. This is a great relief and is also proven to be easier to manage the process with a consistent flow pattern as opposed to a pump slug cycle.
- The WWTP experienced two Sanitary Sewer Overflows," SSO" during the month of March. One was due to construction during the plant upgrade process. This incident was due to pump failure and was reported to EGLE. The second "SSO" was due to a failed pressure main discharge line from the Cities Riverside Lift Station. The pipe failure was caused by a rock located on the underside of the sewer line, overtime a hole was worn into the line and eventually caused it to fail. Repairs where made the sewer line and lift station returned to service the same day. This event was also reported to EGLE.
- City staff responded to a sewer backup on Riverside Drive, unrelated to the reported "SSO". The backup was investigated and determined to be caused by the condition of the lateral connection. City staff also inspected to sewer lateral repairs within the city. Staff is required to make records and locations of sewer laterals for recordkeeping.
- City staff continues to help contractors in any way possible to keep the upgrade process moving along safely and smoothly.
- WWTP plant operators attended exam prep course for their upcoming licensing exams.
- The City Council approved the purchase of a 2024 Gap Vax combination sewer truck and will take delivery in early April. With the arrival of the new truck on the horizon the city has sold the previous sewer truck to a private contractor VIA auction.

- **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.

-WWTP staff is receiving some training on the newly installed digester make up air equipment. This includes compressor and Keiser blowers. The digester equipment is nearing final startup and inspection approval from the manufacturer.

-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.

-Lift stations located at 3 low flow area throughout the city are checked 3 times weekly. Amp draws are taken to ensure pumps are in working order and wet well floats are tested regularly. Both Riverside pumps were pulled and inspected and returned to service.

● 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 Clarifiers to Ultra Violet disinfection. This again will take a great deal of coordination between plant staff and contractors so the upsizing of pipe can take place.

-Coring piping holes and concrete reconstruction of the Eastern MBBR are completed. Plumbing and pipe fitting is underway and will be ready to startup at the end of April.

-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 2 emergency call-outs for the month of February. Both callouts were investigated and resolved.

● DAILY FLOW SUMMARY

The wastewater flow was monitored using the facility's influent and effluent flow meters. The chart below shows the flow readings for the month of March 2024. The average influent flow during this period was 305,000 gallons per day and the average effluent flow during this period was 258,000 gallons per day. We had (9) days with measurable precipitation which totaled 2.28 inches. The influent flow is higher than the effluent flow due to solids removal and due to recycle flows which are measured twice.



PORTLAND WWTP DAILY DISCHARGE MONITORING REPORT

PERMIT NUMBER: M1G570220
 DISTRICT: West Michigan
 COUNTY: Ionia
 MONITORING POINT: 001A
 MONITORING PERIOD: Mar-24

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

PARAMETER	Flow	Total Suspended Solids 7 Day Ave	Total Suspended Solids 7 Day Ave	Total Suspended Solids 7 Day Ave	Carbonaceous Biochemical Oxygen Demand 7 Day Ave	Carbonaceous Biochemical Oxygen Demand 7 Day Ave	Carbonaceous Biochemical Oxygen Demand (CBOOD5)	Carbonaceous Biochemical Oxygen Demand (CBOOD5)	Total Phosphorus (as P)	Fecal Coliform Day Geo	Fecal Coliform	CBOD	Total Suspended Solids	PH MIN	PH MAX	Dissolved Oxygen	
NAME CODE MONITORING POINT STAGE UNIT	MGD	lbs.	lbs.	lbs.	mg/l	lbs.	mg/l	lbs.	mg/l	cts/100 ml	cts/100 ml	Percent Removal	Percent Removal	S.U.	S.U.	mg/l	
1-Mar-24	0.266																
2-Mar-24	0.262																
3-Mar-24	0.267																
4-Mar-24	0.236																
5-Mar-24	0.245																
6-Mar-24	0.220																
7-Mar-24	0.260																
8-Mar-24	0.267																
9-Mar-24	0.272																
#####	0.267																
#####	0.267																
#####	0.263																
#####	0.262																
#####	0.260																
#####	0.270																
#####	0.261																
#####	0.253																
#####	0.230																
#####	0.261																
#####	0.259																
#####	0.252																
#####	0.277																
#####	0.275																
#####	0.239																
#####	0.262																
#####	0.260																
#####	0.266																
#####	0.243																
#####	0.233																
Average	0.258	18.3	38.8	17.8	39.1	16.0	33.8	0.84	1.14	120	32	84	83	6.5	7.2	4.9	
MIN	0.220	11.7	24.9	16.8	35.7	16.8	35.7	0.75	0.87	23	23	92	87	6.5	7.2	4.9	
MAX	0.277	25.0	54.5	17.8	39.1	16.0	33.8	0.84	1.14	120	32	84	83	6.5	7.2	4.9	

March 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																						
3																						
4																						
5	14.4		29.4		97	13.2		27.0		96	9.2	0.442	0.9	95	6.9	5.6	33					
6	15.1		27.7		93	11.6		21.3		97	6.8	1.070	2.0	83	7.2	5.2	120					
7	16.9	15.5	36.7	31.3	94	16.4	13.7	35.6	27.9	94	12.0	0.949	2.1	84	7.2	5	120	78				
8		15.5		31.3			13.7		27.9									78				
9		15.5		31.3			13.7		27.9									78				
10		15.5		31.3			13.7		27.9									78				
11		15.5		31.3			13.7		27.9									78				
12	19.7	17.2	43.9	36.1	94	25.3	17.8	56.3	37.7	91	16.7	1.140	2.5	86	7.2	5.1	120	120				
13	16.8	17.8	36.8	39.1	94	23.0	21.6	50.4	47.5	94	16.0	1.130	2.5	89	6.8	5.1	4	39				
14	16.1	17.5	35.2	38.6	95	26.0	24.8	56.8	54.5	87	18.0	0.909	2.0	85	6.9	4.9	8	16				
15		17.5		38.6			24.8		54.5									16				
16		17.5		38.6			24.8		54.5									16				
17		17.5		38.6			24.8		54.5									16				
18		17.5		38.6			24.8		54.5									16				
19	15.8	16.2	30.3	34.1	95	26.0	25.0	49.9	52.4	91	11.0	0.520	1.0	93	6.5	5.2	118	16				
20	14.2	15.4	30.9	32.1	92	22.0	24.7	47.9	51.5	91	12.0	0.797	1.7	87	6.7	6.3	28	30				
21	12.8	14.3	27.6	29.6	92	21.0	23.0	45.4	47.7	90	12.0	0.726	1.6	88	6.5	6.4	18	39				
22		14.3		29.6			23.0		47.7									39				
23		14.3		29.6			23.0		47.7									39				
24		14.3		29.6			23.0		47.7									39				
25	16.5	14.8	32.8	30.4	94	12.4	20.4	24.7	42.0	92	6.8	0.802	1.6	89	7.1	5.2	10	28				
26	16.8	15.1	36.7	32.0	96	14.4	17.5	31.4	37.3	96	9.2	0.872	1.9	87	6.8	5.4	31	20				
27	17.1	15.8	37.5	33.7	96	8.4	14.1	18.4	30.0	97	4.8	0.745	1.6	88	7.1	5.4	40	22				
28		16.8		35.7			11.7		24.9									23				
29		16.8		35.7			11.7		24.9									23				
30		16.8		35.7			11.7		24.9									23				
31		16.8		35.7			11.7		24.9									23				
M/M																						
TL																						
GA																						
ME	16.0		33.8		94	18.3		38.8		93	11.2	0.84	1.8	88	7	5.4	32.4	####	####			
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

March 2024

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

RAW INFLUENT

DAY	WEATHER		FLOW DATA						TEMP °C	PH SU	CBOD - 5 Day		TSS		V.S.S mg/l	TOTAL PHOSPHORUS		Day
	Type	Precip	Total	Total		Peak	Min	mg/l			lbs/day	mg/l	lbs/day	mg/l		lbs/day		
	Code	Inches	Effluent	7-day	Influent	7-day												
			mgd	Avg	mgd	Avg	mgd	mgd										
1	12	0	0.266		0.309		0.59	0.29										1
2	123	0.00	0.262		0.293		0.60	0.20										2
3	2	0.00	0.267		0.295		0.50	0.28										3
4	34	0.20	0.236		0.282		0.50	0.34										4
5	34	0.18	0.245		0.288		0.60	0.29	13.7	7.9	480	1155	340	818	312	8.9	21	5
6	3	0.00	0.220		0.306		0.53	0.29	12.9	8.0	230	587	420	1072	360	6.3	16	6
7	3	0.00	0.260	0.251	0.360	0.305	0.84	0.36	12.7	8.0	292.5	878	264	793	220	5.9	18	7
8	34	0.81	0.267	0.214	0.305	0.262	0.56	0.28										8
9	35	0.01	0.272	0.252	0.310	0.307	0.57	0.30										9
10	2,7,8	0.00	0.267	0.252	0.303	0.308	0.56	0.33										10
11	1,2,8	0.00	0.267	0.257	0.322	0.313	0.59	0.29										11
12	1,2	0.00	0.267	0.260	0.306	0.316	0.51	0.26	13.6	8.0	326.3	833	272	694	240	8.0	20	12
13	2,3,4	0.04	0.263	0.266	0.311	0.317	0.55	0.31	14.0	7.4	278	721	400	1037	340	10.7	28	13
14	3,4	0.51	0.262	0.266	0.314	0.310	0.61	0.25	13.9	7.5	314	822	204	534	188	6.1	16	14
15	1,2	0.00	0.260	0.265	0.314	0.311	0.55	0.30										15
16	2	0.00	0.270	0.265	0.304	0.311	0.60	0.33										16
17	3,5,7	0.00	0.261	0.264	0.299	0.310	0.57	0.28										17
18	3,7	0.00	0.253	0.262	0.292	0.306	0.50	0.30										18
19	2,7	0.00	0.230	0.257	0.306	0.306	0.52	0.32	11.7	7.0	290	740	292	745	224	7.5	19	19
20	3,5,7	0.00	0.261	0.257	0.316	0.306	0.57	0.25	12.3	7.1	185	488	256	675	224	6.2	16	20
21	238	0.00	0.259	0.256	0.314	0.306	0.54	0.23	12.0	7.0	158	414	212	555	188	6.2	16	21
22	358	0.34	0.252	0.255	0.294	0.304	0.49	0.19										22
23	23	0.00	0.277	0.256	0.314	0.305	0.56	0.22										23
24	2	0.00	0.275	0.258	0.311	0.307	0.56	0.28										24
25	34	0.13	0.239	0.256	0.301	0.308	0.54	0.18	13.5	7.6	276	694	160	402	124	7.4	19	25
26	34	0.06	0.262	0.261	0.316	0.310	0.59	0.30	13.0	7.1	408	1075	332	875	308	6.8	18	26
27	27	0.00	0.263	0.261	0.323	0.311	0.58	0.29	12.1	7.9	395	1065	260	701	224	6.4	17	27
28	27	0.00	0.260	0.261	0.315	0.311	0.65	0.26										28
29	12	0.00	0.266	0.263	0.300	0.312	0.60	0.28										29
30	12	0.00	0.243	0.258	0.277	0.306	0.51	0.27										30
31	12	0.00	0.233	0.252	0.265	0.265	0.50	0.29										31
TL		2.28	7.984		9.466		17.54	8.02	155.4	90.5								
MAX																		
ME		0.07	0.258		0.305		0.57	0.28	13.0	7.5	303	733	284	742	246	7.2	19	
REMARKS:																		

City of Portland, MI

March 2024

ACTIVATED SLUDGE

DAY	Aeration Volume KCF	Detent. Time Hours	CRT Days	Organic Loading F/M	MLSS mg/l	MLVSS mg/l	SETT. %	SVI	DO mg/l	AIR CuFt./D	RASS g/100 ml	RASVS g/100 ml	WAS gal	WAS lbs	Air Volume
1	24	13.9	#DIV/0!						3.1	1.44			0.00	0	10
2	24	14.7	#DIV/0!						4.0	1.44			0.00	0	10
3	24	14.6	#DIV/0!						1.6	1.44			0.00	0	10
4	24	15.2	#DIV/0!						4.0	1.44			18.18	0	10
5	24	14.9	#DIV/0!						4.1	1.44			0.00	0	10
6	24	14.0	#DIV/0!						4.1	1.44			0.00	0	10
7	24	11.9	#DIV/0!						4.3	1.44			0.00	0	10
8	24	14.1	#DIV/0!						1.0	1.44			0.00	0	10
9	24	13.9	#DIV/0!						3.4	1.44			0.00	0	10
10	24	14.2	#DIV/0!						3.0	1.44			0.00	0	10
11	24	13.3	#DIV/0!						3.3	1.44			17.70	0	10
12	24	14.0	#DIV/0!						2.1	1.44			0.00	0	10
13	24	13.8	#DIV/0!						4.1	1.44			0.00	0	10
14	24	13.7	#DIV/0!						2.1	1.44			0.00	0	10
15	24	13.7	#DIV/0!						3.1	1.44			15.80	0	10
16	24	14.1	#DIV/0!						2.2	1.44			0.00	0	10
17	24	14.4	#DIV/0!						1.4	1.44			0.00	0	10
18	24	14.7	#DIV/0!						1.6	1.44			0.00	0	10
19	24	14.0	#DIV/0!						4.6	1.44			28.92	0	10
20	24	13.6	#DIV/0!						4.5	1.44			0.00	0	10
21	24	13.7	#DIV/0!						6.2	1.44			0.00	0	10
22	24	14.6	#DIV/0!						5.0	1.44			0.00	0	10
23	24	13.7	#DIV/0!						1.0	1.44			0.00	0	10
24	24	13.8	#DIV/0!						2.5	1.44			0.00	0	10
25	24	14.3	#DIV/0!						5.3	1.44			32.40	0	10
26	24	13.6	#DIV/0!						1.9	1.44			0.00	0	10
27	24	13.3	#DIV/0!						3.5	1.44			0.00	0	10
28	24	13.6	#DIV/0!						1.1	1.44			12.72	0	10
29	24	14.3	#DIV/0!						4.1	1.44			0.00	0	10
30	24	15.5	#DIV/0!						3.6	1.44			0.00	0	10
31	24	16.2	#DIV/0!						2.9	1.44			0.00	0	10
TL													125.72	0	
ME	24	14.1	#DIV/0!	#DIV/0!	#####	#DIV/0!	#####	####	3.2	1.44	#DIV/0!	#DIV/0!	4.06	0	
REMARKS:															

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

March 2024

MISCELLANEOUS DATA

DAY	OUTFALL OBSERVATION	GRIT	NAT. GAS	ELECT. WWTP	ELECT. Riverside Lift Stat.	ELECT. Canal Lift Stat.	ELECT. Cutler Lift Stat.	FERRIC CHLORIDE	Polymer Sludge Thickener
	yes/no	cf	cf	kwh	kwh	kwh	kwh	lbs	lbs
SF				1					
1	y		3600	144				702	0.0
2	n		3200	144				468	0.0
3	n		2300	144	133	16	46	421	0.0
4	n		400	120				421	0.0
5	y	52.0	3400	136	22	10	29	468	0.0
6	y		3900	160				351	0.0
7	y		2400	152	25	9	32	468	0.0
8	y		2300	152				468	0.0
9	n		3100	160				468	0.0
10	n		2900	152	47	15	63	468	0.0
11	n		2800	152				468	0.0
12	y	54.0	1900	136	23	9	26	526	0.0
13	y		1300	120				585	0.0
14	y		3400	136				702	0.0
15	n		3300	136				702	0.0
16	n		3200	128				702	0.0
17	n		5600	152	70	26	92	702	0.0
18	n		3500	160				702	0.0
19	y	54.0	4800	144				702	0.0
20	y		4200	184	46	13	59	702	0.0
21	y		4600	152	17	5	23	468	0.0
22	y		4400	144				468	0.0
23	n		4800	152				468	0.0
24	n		4100	144	121		64	468	0.0
25	y		2000	144				702	0.0
26	y	54.0	2300	144	90	24	29	702	0.0
27	y		4400	152				702	0.0
28	y		4300	160				468	0.0
29	n		3700	128				468	0.0
30	n		3900	136				468	0.0
31	n		3700	120	272	25	98	468	0.0
TL		214.0	103700.0	4488	866	152	561	17046	0.0
ME		53.5	3345	145	79	15	51	550	0.0
REMARKS:									
Total lbs are figured by multiplying the monthly average by the number of days in the month.									

City of Portland, MI

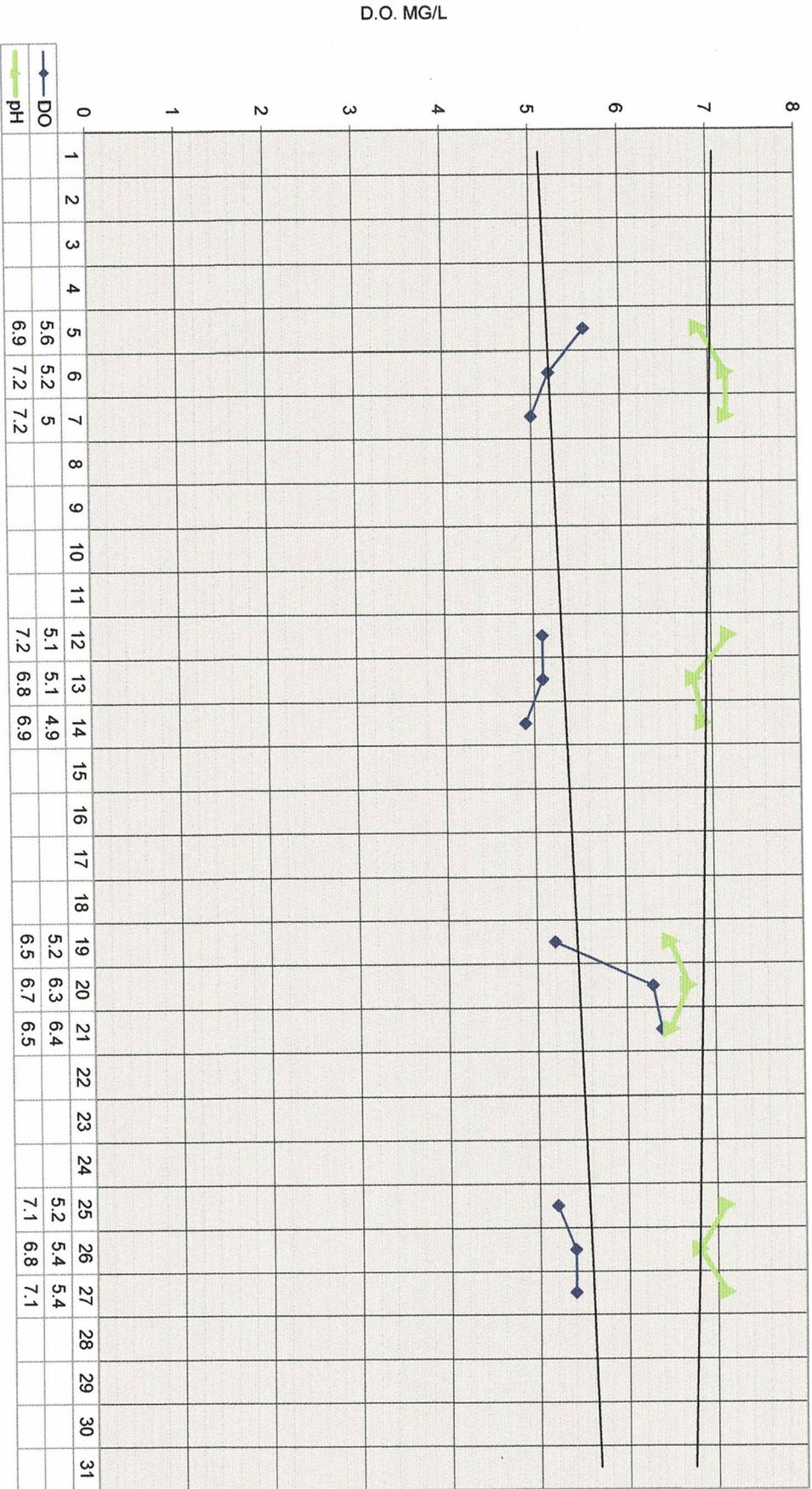
March 2024

SOLIDS DISPOSAL

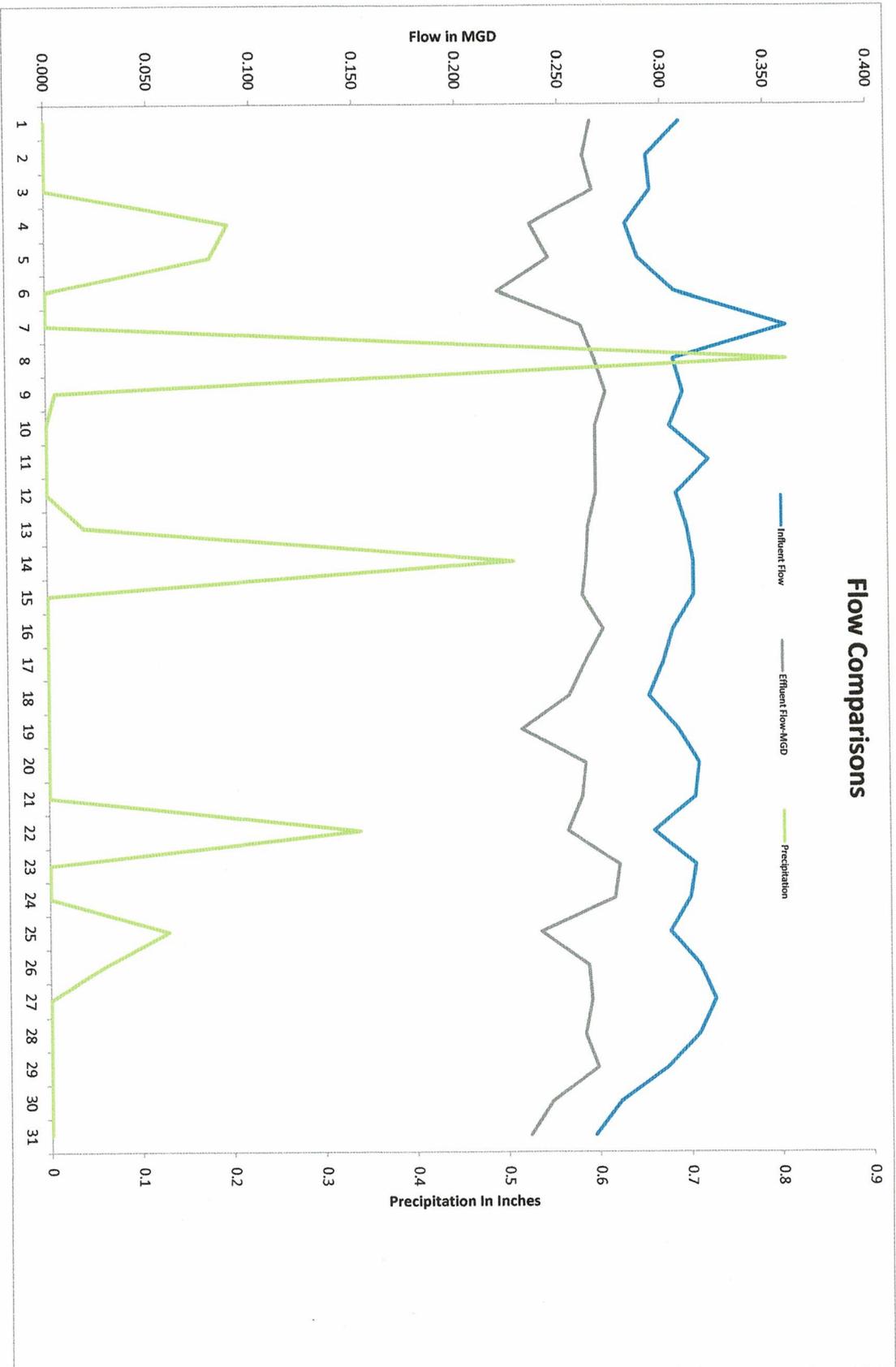
DAY	SUPERNATANT							BIOSOLIDS DISPOSAL				SITE #	DRY TONS APPLIED.
	AMT.	PH	TOTAL	VOL.	SUSP.	Phosp.	PHOSP.	SOLIDS	AMOUNT	TOTAL	VOL.		
			SOLIDS	SOLIDS	SOLIDS			TO BED	HAULED	SOLIDS	SOLIDS		
	gal.		%	%	mg/l	mg/l	lbs	lbs	gal	%	%		
1	4800							0.0					
2	5220							0.0					
3	3240							0.0					
4	0							0.0					
5	0							0.0					
6	0							0.0					
7	0							0.0					
8	1620							0.0					
9	3480							0.0					
10	4980							0.0					
11	0							0.0					
12	0							0.0					
13	0							0.0					
14	0							0.0					
15	0							0.0					
16	5820							0.0					
17	5376							0.0					
18	0							0.0					
19	0							0.0					
20	0							0.0					
21	0							0.0					
22	0							0.0					
23	6600							0.0					
24	4920							0.0					
25	0							0.0					
26	0							0.0					
27	0							0.0					
28	0							0.0					
29	0							0.0					
30	0							0.0					
31	0							0.0					
TL	41256							0.0	0				
ME													

Supernatant to drying beds or storage tank and cycled back to plant headworks.
 Biosolids to farm land and landfill.

pH & D.O.



Flow Comparisons



Portland EO Report As of: 3/31/2024



District: Portland

Portland Summary							
Program	Applications Count	kWh Goal	kWh Savings	% to Goal	Incentive Budget	Incentives	% to Budget
C&I	0	156,459	0	0.00%	\$26,598.00	\$0.00	0.00%
MPPA - C&I Program	0	156,459	0	0.00%	\$26,598.00	\$0.00	0.00%
Residential	0	62,954	0	0.00%	\$8,184.00	\$0.00	0.00%
MPPA - Appliance Recycling	0	31,477	0	0.00%	\$4,092.00	\$0.00	0.00%
MPPA - Appliance Recycling - District Costs	0	0	0	0.00%	\$0.00	\$0.00	0.00%
MPPA - High Efficiency Products and HVAC	0	18,886	0	0.00%	\$2,455.00	\$0.00	0.00%
MPPA Residential Low Income	0	12,591	0	0.00%	\$1,637.00	\$0.00	0.00%
Total Clean Energy	0	0	0	NaN	\$921.00	\$0.00	0.00%
MPPA - EV Charger Residential	0	0	0	0.00%	\$921.00	\$0.00	0.00%

Program Summary

Customer	Status Date	kWh Savings	Incentive
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Component Detail

Monthly Report

February Activity

- 911 Calls— **1622**
- Administrative Calls— **6621**
- Text to 911— **9**
- 911 Hang up Calls— **167**
- Calls for Service Initiated — **4828**

- Total Mental Health Calls — **44**
- Suicidal Calls — **7**
- 988 Calls Received — **1**
- 988 Calls Transferred — **0**
- CPR Performed — **8**
- Stroke Related Calls — **12**
- Child birth calls — **0**



Unit Responses / Activities

- Law Enforcement— **2727**

- Fire— **396**

- EMS— **624**

Special Programs Available

Share Medical Information with your 911 call.



www.emergencyprofile.org

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

What3words.com



what3words



Statistics—Dispatch Activities for all Agencies

March - 4828			
CALL FOR SERVICE TYPE	TOTAL	CALL FOR SERVICE TYPE	TOTAL
911 Hang up Call	167	Lost Property / Found	21
988 Calls	1	MDOP	17
Abandoned Vehicle	18	MED 1	250
Active Violence Incident	1	MED 2	69
Alarm	41	MED 3	128
Ambulance Transport	114	Medical Call / Amb Dispatch	6
Assault	26	Mental Health	44
Assist Jail	0	Missing Person	11
Assist Medical	1	Motor Vehicle Theft / UDAA	3
Assist Other Agency	9	Non Criminal	76
Assist Outside Agency	10	OWI / OUID	12
Bomb Threat	0	PDA Traffic	136
Burglary	6	Phone / Internet Harassment	29
Burn Permit	70	PIA Traffic	28
Civil Dispute	75	PPO Violation	6
Conservation / Wildlife	27	Property Check	4
CSC - Criminal Sexual Conduct	15	Repossession	5
Disorderly Conduct	46	Request - Wrecker	4
Domestic Assault	24	Road Closure	2
DPW Request	13	Robbery / Hold up	0
Drugs	12	Spam to Center	700
Duplicate Call	4	Structure Fire	17
Family Abuse / Neglect	35	Suspicious Situations	183
Fire All Other	45	Test Call / System Test	46
Fireworks	1	Thunder Storm/Tornado Warning	0
Follow Up	196	Traffic / Officer Stop	159
Fraud	28	Traffic Offense All Other	1031
General Assist	251	Tree Down	8
Grass / Wildland Fire	15	Trespassing	37
Health & Safety / Animal	75	Vehicle Fire	3
Hit and Run	14	Verbal Domestic	17
Homicide	0	Vin Inspections / All Inspections	8
Juvenile Problems & Runaways	31	Warrant Arrest / Fugitive	88
Kidnapping	0	Weapons Offenses All	15
Larceny	41	Wires Down / Arching	6
Liquor / MIP	1	Unclassified	246

Central Dispatch Activities

- We moved into the new call center on the 15th, Work still continues with our remodel project, phase 2.
- Fire Radios, All Fire Departments have moved to the new radio 800 MHz equipment.
- Supervisors have moved to 12 hour shifts with a supervisor now attached with all 4 teams.
- Don completed his probationary period working night shift.
- Chase & Mya completed their shadow phase of training and are now working a shift from Noon to Midnight, covering our peak hours.
- We did a testing process for Dispatch applicants with testing set for Mid April.

Information received from callers is often incorrect. This often results in the 911 Dispatcher providing incorrect location or other information to First Responders.

Inside 9-1-1 Focus Stories

2024 has been an exciting time so far for the staff. The new call center has been completed with only a few minor technology issues that have been addressed very quickly. Our Senior Dispatcher Becky was the first staff member to log in and start dispatching in the new call center. Her coworkers then shut down their work stations one at a time and moved to the new center.

While the programs they use day in and day out remained the same, it has taken a little time for them to become familiar with the new workstation layout. Each work station has been set up the same as the others, so there is no difference from one station to the other as they had in the old call center.

The old call center has also started its transformation as we begin phase 2 of the project. The old call center area will become a training room,

meeting room, and Emergency Operations Center.

As this project completed phase 1, another project has reached its conclusion. Ionia County Fire departments are now all on 800MHz radios, using the state radio system known as the MPSCS.

We will be decommissioning the old VHF equipment very soon as the various communities complete the upgrade to their tornado siren systems from VHF to 800MHz as well.

Plans have been started to continue our 911 Field Day in September, to teach students about 911/Dispatch and about all our other public safety partners and what they do in their professions.

We look forward to the completion of phase 2 of our remodel project with plans for an open house/ribbon cutting to celebrate the staff and their new work space.

Ionia County Central Dispatch

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

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

Our Values: D.I.S.P.A.T.C.H.E.R.

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

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

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

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

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

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

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

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

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

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

Ionia County Central Dispatch

545 Apple Tree Drive, Ionia MI 48846

EMERGENCY: 911

NON-EMERGENCY: (616) 527-0400

ADMINISTRATION: (616) 522-0911

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

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

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

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

Supervisor: Jeremiah Wittenbach (Night Shift)
(616) 527-5617 jwittenbach@ioniacounty.org

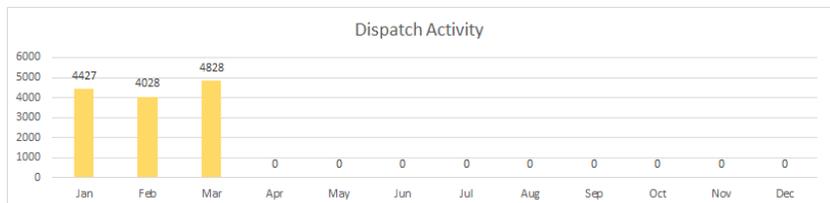
Supervisor: Roy McCarver (Night Shift)
(616) 527-5616 rmccarver@ioniacounty.org

FOIA Requests - 911 Records Only-No Police Repts.
Form available at: <http://ioniacounty.org/foia>
Send or Email to: CentralDispatch@ioniacounty.org

Agency Individual Responses / Activity

Belding Fire— 67	Total YTD 226
Berlin-Orange Fire— 38	Total YTD 110
Clarksville Fire— 17	Total YTD 49
Freeport Fire— 1	Total YTD 4
Hubbardston Fire— 8	Total YTD 22
Ionia Department Public Safety Fire— 86	Total YTD 268
Lake Odessa Fire— 32	Total YTD 106
Lyons-Muir Fire— 14	Total YTD 46
Orleans Fire— 18	Total YTD 46
Pewamo Fire— 12	Total YTD 31
Portland Fire— 21	Total YTD 58
Ronald Fire— 22	Total YTD 48
Roxand Fire— 4	Total YTD 5
Saranac Fire— 50	Total YTD 138
Sunfield Fire— 6	Total YTD 20
Life EMS— 532	Total YTD 1555
Portland EMS— 92	Total YTD 294
Animal Control— 31	Total YTD 107
Belding Police— 263	Total YTD 789
Department of Natural Resources Law— 1	Total YTD 6
Ionia County Sheriff’s Office— 870	Total YTD 2438
Ionia Department Public Safety Law— 435	Total YTD 1164
Lake Odessa Police— 45	Total YTD 141
Michigan State Police— 840	Total YTD 2026
Portland Police— 273	Total YTD 651

Central Dispatch CFS Activity



**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
APRIL 9, 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)
- VII. Unfinished Business**
- VIII. New Business**
 - A. Reappointment to Economic Development Corporation/Brownfield Redevelopment Authority
 - Melissa Eldridge, Three-year term
 - Ryan Wilson, Three-year term
 - B. Request Approval of FY25 MIDC Grant for Public Defender Office- Walter Downes
 - C. Request Approval to Donate to Have Mercy Homeless Family Facility-Patrick Jordan
 - D. Resolution Acceptant Parking Lot Donation from Independent Bank for Commission of Aging-Carol Hanulcik
- IX. Department Reports**
 - A. ICEA
 - B. Juvenile/Probate Court
 - C. Central Dispatch
- 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
- Land Bank Authority- one-three-year term

Appointments for consideration in the month of April 2024:

- Economic Development Corporation/Brownfield Redevelopment Authority
- Land Bank Authority

Appointments for consideration in the month of May 2024:

- NONE