



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

7:00 P.M. Monday, May 20, 2024

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

Estimated Time		<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>	
7:20 PM	VI. <u>Presentations</u>	
7:30 PM	A. Corey Turner of Fleis & VandenBrink – Wastewater Treatment Plant Improvement Project	
7:35 PM	VII. <u>Public Hearing(s)</u>	
7:37 PM	A. Public Hearing for the Proposed Fiscal Year 2024/2025 Budget	
7:38 PM	VIII. <u>Old Business</u> - None	
7:39 PM	IX. <u>New Business</u>	
7:40 PM	A. Proposed Resolution 24-42 to Adopt the City of Portland’s Annual Budget for Fiscal Year 2024-2025 and Capital Improvement Plan	Decision
7:41 PM	B. Proposed Resolution 24-43 Approving a Proposal from AECOM Technical Services to Provide FERC Monitoring and Reporting Services for the Municipal Dam	Decision
7:42 PM	X. <u>Consent Agenda</u>	
7:43 PM	A. Minutes and Synopsis of the Regular City Council Meeting held on May 6, 2024	
7:44 PM	B. Payment of Invoices in the Amount of \$151,572.22 and Payroll in the Amount of \$166,681.88 for a Total of \$318,254.10	
7:45 PM	C. Purchase Orders over \$5,000.00	
7:46 PM	1. NutriGro Environmental Solutions in the Amount of \$47,864.00 for Hauling and Land Application of Biosolids	
7:47 PM	2. Newkirk in the Amount of \$49,569.79 for Emergency Cable Replacement and Repair	

Estimated Time
7:45 PM
7:50 PM
7:55 PM
8:00 PM

XI. Communications

- A. Wastewater Department Report for April 2024
- B. Ionia County Board of Commissioners Agenda for May 14, 2024

XII. Other Business – None

XIII. City Manager Comments

XIV. Council Comments

XV. Adjournment

<u>Desired Outcome</u>
Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-42

**A RESOLUTION TO ADOPT THE CITY OF PORTLAND’S ANNUAL
BUDGET FOR FISCAL YEAR 2024-2025 AND
CAPITAL IMPROVEMENT PLAN**

WHEREAS, in accordance with the provisions of the City Charter, the City Manager submitted a recommended budget for the City of Portland, Michigan for the fiscal year commencing July 1, 2024, and ending June 30, 2025, to the City Council on April 15, 2024; and

WHEREAS, the City Council has considered the financial needs of the City of Portland for its efficient operations during the coming fiscal year and has reviewed the recommended budget submitted by the City Manager; and

WHEREAS, on May 20, 2024, the Council did, after proper notice and in accordance with the laws of the State of Michigan, conduct a public hearing on the proposed budget and on the proposed millage rate to be levied to support the proposed budget; and

WHEREAS, the Council has heard and considered all objections and comments on the proposed budget and millage rate to support the proposed budget made at the public hearing.

NOW, THEREFORE BE IT RESOLVED, that the expenditures for the fiscal year commencing July 1, 2024, and ending June 30, 2025, are hereby appropriated by the Portland City Council as follows:

101 - GENERAL FUND

Mayor and Council	\$ 34,860.00
City Manager	\$ 228,076.00
General Administration	\$ 584,207.00
Assessor’s Department	\$ 66,620.00
Elections	\$ 14,280.00
City Hall	\$ 82,235.00
Economic Development	\$ 28,750.00
Police Department	\$1,000,491.00
Code Enforcement Zoning and Planning	\$ 25,325.00
Cemetery Department	\$ 207,322.00
Community Promotion	\$ 406,595.00
Parks Department	\$ <u>366,831.00</u>

SUBTOTAL OF EXPENDITURES FOR GENERAL FUND	\$3,045,592.00
105 - INCOME TAX FUND	\$ 2,161,401.00
202 - MAJOR STREET FUND	\$ 2,188,814.00
203 - LOCAL STREET FUND	\$ 420,683.00
208 - RECREATION FUND	\$ 141,900.00
210 - AMBULANCE FUND	\$ 1,167,970.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 702,147.00
520 - REFUSE COLLECTION FUND	\$ 207,000.00
582 - ELECTRIC DEPARTMENT FUND	\$ 6,015,168.00
590 - WASTEWATER DISPOSAL FUND	\$ 2,208,453.00
591 - WATER DEPARTMENT FUND	\$ 1,219,972.00
661 - MOTOR POOL FUND	\$ <u>624,288.00</u>

**GRAND TOTAL EXPENDITURES
ALL FUNDS \$20,103,388**

BE IT FURTHER RESOLVED, that the contributions "TO and FROM" for the fiscal year commencing July 1, 2024 and ending June 30, 2025 are hereby appropriated by the City Council as follows:

From General Fund To Recreation Fund	\$ 30,000.00
From Income Tax To Major Street Fund	\$ 1,562,000.00
From Electric Fund To General Fund	\$ 133,391.00
From Wastewater Fund To General Fund	\$ 67,670.00
From Water Fund To General Fund	\$ 39,256.00

**GRAND TOTAL TRANSFERS
ALL FUNDS \$ 1,832,317.00**

BE IT FURTHER RESOLVED, that the revenues for the fiscal year commencing July 1, 2024 and ending June 30, 2025 are estimated as follows:

101 - GENERAL FUND REVENUE	
Taxes	\$1,304,200.00
Licenses & Permits	\$ 85,000.00
Grants / Revenue Sharing	\$ 677,983.00
Charges for Services	\$ 533,852.00
Fines & Forfeits	\$ 10,000.00
Other	\$ 379,117.00
	<hr/>
SUBTOTAL OF REVENUES FOR GENERAL FUND	\$ 2,990,152.00
105 - INCOME TAX FUND	\$ 1,061,100.00
150 - PERPETUAL CARE	\$ 3,300.00
202 - MAJOR STREET FUND	\$ 2,041,094.00
203 - LOCAL STREET FUND	\$ 399,913.00
208 - RECREATION FUND	\$ 141,900.00
210 - AMBULANCE FUND	\$ 1,147,970.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 519,500.00
520 - REFUSE COLLECTION FUND	\$ 208,400.00
582 - ELECTRIC DEPARTMENT FUND	\$ 5,575,085.00
590 - WASTEWATER DISPOSAL FUND	\$ 3,490,000.00
591 - WATER DEPARTMENT FUND	\$ 1,013,800.00
661- EQUIPMENT FUND	\$ 306,196.00
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GRAND TOTAL REVENUES ALL FUNDS	<u>\$18,898,410.00</u>

BE IT FURTHER RESOLVED, that funds be appropriated from fund balances to balance the budget as follows:

101 - GENERAL FUND	\$ 55,440.00
105 - INCOME TAX FUND	\$ 1,100,301.00
202- MAJOR STREETS	\$ 147,720.00
203 -LOCAL STREET FUND	\$ 20,770.00
208- RECREATION	\$ 0.00
201- AMBULANCE	\$ 20,000.00
248 -DDA FUND	\$ 182,647.00

582 -ELECTRIC DEPARTMENT FUND	\$ 440,083.00
590 -WASTEWATER FUND	\$ 0.00
591 - WATER DEPARTMENT FUND	\$ 0.00
661 – MOTOR POOL FUND	\$ 318,092.00
TOTAL	\$ 2,285,053.00

BE IT FURTHER RESOLVED, that 12.4831 mills be levied on the taxable assessed valuation as equalized for general operating requirements of the City of Portland and 0.9862 mills be levied on the taxable assessed valuation as equalized for local streets and the Mayor and Clerk are authorized to sign the 2024 Tax Rate Request (form L-4029) to request a total levy of 13.4693 mills.

BE IT FURTHER RESOLVED, the water and wastewater utility rates have been reviewed and determined that a 7% increase in water, and a 10% increase in wastewater, and 3% increase in electric rates is necessary to support the appropriations set forth above.

BE IT FURTHER RESOLVED, that the City Manager is authorized to make budgetary transfers within the line items of appropriation centers established through this budget and that all transfers between appropriations listed in this resolution may be made only by further action of the Council, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

BE IT FURTHER RESOLVED, that the Portland City Council approves the 6-year Capital Improvement Plan in accordance to MCL 125.3865 of the Michigan Planning Enabling Act, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the funds appropriated shall be drawn from the treasury of the City for the purpose pursuant to the authority granted by the Portland City Charter.

BE IT FINALLY RESOLVED that all resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: May 20, 2024

Monique I. Miller, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Portland, County of Ionia, State of Michigan, at a regular meeting held on May 20, 2024 and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976.

Monique I. Miller, City Clerk

**City of Portland
Capital Improvements Plan 2024-2030**

Project	Funding Source(s)	Fiscal Year Allocation (Estimated City of Portland Costs)						Total	Notes
		2024-25	2025-26	2026-27	2027-28	2028-29	2029-2030		
Roadways (Streets, Sidewalks, Streetscapes, Storm Sewer & Bridges)									
Grand River Avenue Corridor Study	City Income Tax Fund, Major Street Fund		\$ 25,000					\$ 25,000	PLACEHOLDER ONLY - FOR DISCUSSION
PASER Study Update	City Income Tax Fund, Major/Local Street Funds		\$ 10,000					\$ 10,000	
Hill Street Improvements - Kent Street to Lincoln Street	City Income Tax Fund		\$ 500,000	\$ 500,000				\$ 1,000,000	Final scope and budget TBD
Kent Street Reconstruction - Academy to Grand River Avenue	MDOT Small Urban & TAP, Income Tax, DDA	\$ 1,200,000						\$ 1,200,000	\$750k MDOT Grant (FY2024), TAP grant
James Street Improvements - Elm Street to Grant Street	City Income Tax Fund				\$ 300,000	\$ 300,000		\$ 600,000	Final scope and budget TBD
Divine Highway Bridge Replacement	MDOT Local Bridge, City Income Tax Fund	\$ 295,000	\$ 345,000					\$ 640,000	
Bridge Street Bridge- Preventative Maintenance	MDOT Local Bridge, City Income Tax Fund		\$ 100,000					\$ 100,000	
Rowe Avenue Reconstruction - Grand River Avenue to Rindlhaven Commons	City Income Tax Fund						\$ 250,000	\$ 250,000	
Capital Preventative Maintenance (Crack Seal, Misc. Mill & Fill, Alleys, etc.)	City Income Tax Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000	
-- Identified Mill & Fill Priorities:									
James Street - Grand River Avenue to Elm Street						\$ 100,000		\$ 100,000	
Cross Street - Ionia Road to Lyons Road						\$ 80,000		\$ 80,000	
Water Street					\$ 125,000			\$ 125,000	
Island & Orchard Streets								\$ -	
Riverside Drive			\$ 210,000	\$ 55,000				\$ 265,000	
Looking Glass				\$ 160,000				\$ 160,000	
Pleasant			\$ 90,000					\$ 90,000	
Lyons Road					\$ 160,000			\$ 160,000	
Water Street					\$ 125,000			\$ 125,000	
W. Grand River Ave. - Water Street to City Limits				\$ 240,000				\$ 240,000	Small Urban funds - \$385
Subtotal Roadways		\$ 1,545,000	\$ 1,330,000	\$ 1,005,000	\$ 760,000	\$ 530,000	\$ 300,000	\$ 5,470,000	
Water System									
Wellhead Protection & Wellfield Study	EGLE, Water System Fund	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 60,000	EGLE Grant
Water Department Pickup Truck Replacement	Water System Fund				\$ 40,000			\$ 40,000	
Set Aside for Water Main Directional Drill at Veteran's Memorial Bridge	Water System Fund	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000	Insulation to be addressed with bridge project
Water Service Line Material Inventory	Water System Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000	
Wellhouse No. 4 Upgrades (paint, siding, roofing, electrical, etc.)	Water System Fund	\$ 25,000						\$ 25,000	Cost/scope to be confirmed
Wellhouse No. 6 Upgrades (paint, roofing, etc.)	Water System Fund	\$ 25,000	\$ 10,000					\$ 35,000	Cost/scope to be confirmed
New Well	Water System Fund			Initiate Bond				\$ -	Assumes new site, generator, etc.
Water Reliability Study	Water System Fund			\$ 90,000				\$ 90,000	
Hill Street Water Main Replacement - Kent Street to Lincoln Street	Water System Fund, City Income Tax Fund		\$ 150,000	\$ 150,000				\$ 300,000	With roadway improvements
Kent Street Water Main Replacement - Academy to Grand River Avenue	Water System Fund, City Income Tax Fund	\$ 210,000						\$ 210,000	With roadway improvements
James Street Water Main Replacement - Elm Street to Grant Street	Water System Fund, City Income Tax Fund				\$ 140,000	\$ 140,000		\$ 280,000	With roadway improvements
Rowe Avenue Water Main Replacement - Grand River Avenue to Rindlhaven	Water System Fund, City Income Tax Fund						\$ 120,000	\$ 120,000	With roadway improvements
Subtotal Water System		\$ 345,000	\$ 245,000	\$ 325,000	\$ 265,000	\$ 225,000	\$ 205,000	\$ 1,610,000	

**City of Portland
Capital Improvements Plan 2024-2030**

Project	Funding Source(s)	Fiscal Year Allocation (Estimated City of Portland Costs)						Total	Notes
		2024-25	2025-26	2026-27	2027-28	2028-29	2029-2030		
Wastewater System									
Hill Street Sewer Improvements - Kent Street to Lincoln Street	Sewage Disposal System Fund, Income Tax Fund		\$ 70,000	\$ 70,000				\$ 140,000	With roadway improvements
Kent Street Sewer Improvements - Academy Street to Grand River Avenue	Sewage Disposal System Fund, Income Tax Fund	\$ 240,000						\$ 240,000	With roadway improvements
James Street Sewer Improvements - Elm Street to Grant Street	Sewage Disposal System Fund, Income Tax Fund				\$ 250,000	\$ 250,000		\$ 500,000	With roadway improvements
Rowe Avenue Sewer Improvements - Grand River Avenue to Rindلهaven	Sewage Disposal System Fund, Income Tax Fund						\$ 75,000	\$ -	With roadway improvements
Riverside Lift Station	Sewage Disposal System Fund			\$ 490,000				\$ 490,000	
Sanitary Sewer Cleaning & Televising	Sewage Disposal System Fund	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000	
Subtotal Wastewater System		\$ 255,000	\$ 85,000	\$ 575,000	\$ 265,000	\$ 265,000	\$ 90,000	\$ 1,535,000	
Department of Public Works									
New Leaf Vacuum	Major/Local Street Funds	\$ 140,000						\$ 140,000	
New Loader	Major/Local Street Funds		\$ 175,000					\$ 175,000	
New Snow Plow	Major/Local Street Funds			\$ 190,000				\$ 190,000	
Asphalt Roller	Major/Local Street Funds				\$ 40,000			\$ 40,000	
Skid Steer	Major/Local Street Funds		\$ 80,000					\$ 80,000	
Small Dump Truck	Major/Local Street Funds					\$ 80,000		\$ 80,000	
DPW Pickup Truck Replacement	Major/Local Street Funds						\$ 50,000	\$ 50,000	
DPW Facility - HVAC Improvements	Major/Local Street Funds		\$ 50,000					\$ 50,000	
Subtotal Department of Public Works		\$ 140,000	\$ 305,000	\$ 190,000	\$ 40,000	\$ 80,000	\$ 50,000	\$ 805,000	
Electric									
Misc. Replacement of Direct Buried XLP Wire	Electric, Light & Power System Fund	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000	As needed
Substation at 723 E. Grand River Avenue	Electric, Light & Power System Fund	\$ 1,500,000	\$ 1,500,000					\$ 3,000,000	
Misc. Transformer Improvements	Electric, Light & Power System Fund	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000	As needed
Used Bucket Truck	Electric, Light & Power System Fund		\$ 175,000					\$ 175,000	
Kent Street Electric System Improvements	Electric, Light & Power System Fund	\$ 133,000						\$ 133,000	
AMI	Electric, Light & Power System Fund	\$ 500,000						\$ 500,000	
Municipal Dam Apron and Impoundment Improvement/Repair	Electric, Light & Power System Fund		\$ 50,000	\$ 50,000				\$ 100,000	
Subtotal Electric & Technology Systems		\$ 2,258,000	\$ 1,850,000	\$ 175,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 4,658,000	

**City of Portland
Capital Improvements Plan 2024-2030**

Project	Funding Source(s)	Fiscal Year Allocation (Estimated City of Portland Costs)						Total	Notes
		2024-25	2025-26	2026-27	2027-28	2028-29	2029-2030		
Parks, Recreation & Cemetery									
Thompson Field - Canoe/Kayak Launch	MDNR, General Fund		\$ 10,000					\$ 10,000	Anticipates \$40k MDNR Passport Grant
Cemetery - Convert Building to Natural Gas	General Fund		\$ 10,000					\$ 10,000	
Bogue Flats - Field 12u Outfield Fence Replacement	General Fund							\$ -	
Cemetery - Fence Replacement, Phase 1	Perpetual Fund		\$ 20,000					\$ 20,000	
Two Rivers Park - Canoe/Kayak Launch	MDNR, General Fund		\$ 10,000					\$ 10,000	Anticipates \$40k MDNR Passport Grant
Cemetery - Gator Vehicle Replacement	General Fund							\$ -	
River Trail Resurfacing - Cutler Road	General Fund		\$ 26,000					\$ 26,000	
Cemetery - Fence Replacement, Phase 2	Perpetual Fund			\$ 20,000				\$ 20,000	
Recreation Master Plan Update	Recreation Fund			\$ 10,000				\$ 10,000	
Bogue Flats Improvements	MDNR, General Fund				\$ 20,000			\$ 20,000	Anticipates \$300k MDNR Trust Fund Grant
River Trail Resurfacing - East of Kent Street	General Fund		\$ 75,000					\$ 75,000	
Cemetery - Fence Replacement, Phase 3	Perpetual Fund				\$ 20,000			\$ 20,000	
Cemetery - Columbarium Installation	Perpetual Fund			\$ 25,000				\$ 25,000	
Community Lake Park - Trailhead Improvements	MDNR, General Fund				\$ 50,000			\$ 50,000	Anticipates \$112.5k MDNR Passport Grant
Powers Park Improvements (fence replacement, dugout installation)	General Fund			\$ 50,000				\$ 50,000	
Joe Tichvon Park Improvements	MDNR, General Fund			\$ 37,500				\$ 37,500	Anticipates \$112.5k MDNR Passport Grant
Parks Department - Gator Vehicle Replacement	General Fund		\$ 20,000					\$ 20,000	
River Trail Resurfacing - Railtrail Lookingglass	General Fund					\$ 100,000		\$ 100,000	
Cemetery - Tractor Replacement	General Fund						\$ 30,000	\$ 30,000	
Parks Department - Replace 2007 Ford Ranger	General Fund			\$ 40,000				\$ 40,000	
Alton Park Improvements	MDNR, General Fund				\$ 37,500			\$ 37,500	Anticipates \$112.5k MDNR Passport Grant
River Trail Resurfacing - Railtrail Flats	General Fund						\$ 100,000	\$ 100,000	
Capital Preventative Trail Maintenance (Crack Seal, Misc. Mill & Fill, etc.)	General Fund	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 60,000	
Subtotal Parks, Recreation & Cemetery		\$ -	\$ 171,000	\$ 182,500	\$ 127,500	\$ 100,000	\$ 130,000	\$ 711,000	

**City of Portland
Capital Improvements Plan 2024-2030**

Project	Funding Source(s)	Fiscal Year Allocation (Estimated City of Portland Costs)						Total	Notes
		2024-25	2025-26	2026-27	2027-28	2028-29	2029-2030		
Ambulance									
Ambulance 45 - Power Lift Cot & Mounting System	Ambulance Fund	\$ 36,000						\$ 36,000	
New Ambulance (including cot mounting system & radio equipment)	Ambulance Fund	\$ 285,000						\$ 285,000	
Replace 3 Heart Monitors	Ambulance Fund		\$ 110,000					\$ 110,000	
	Subtotal Ambulance	\$ 321,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 431,000	
Police Department									
Replace 2020 Ford Interceptor	General Fund		\$ 65,000					\$ 65,000	
	Subtotal Police Department	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ 65,000	
City Hall									
Boiler Replacement	General Fund		\$ 50,000					\$ 50,000	
Upstairs Renovations	General Fund				\$ 100,000			\$ 100,000	
Parking Lot Resurfacing	General Fund			\$ 80,000				\$ 80,000	
	Subtotal City Hall	\$ -	\$ 50,000	\$ 80,000	\$ 100,000	\$ -	\$ -	\$ 230,000	

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-43

**A RESOLUTION APPROVING A PROPOSAL FROM AECOM
TECHNICAL SERVICES, INC. TO PROVIDE FERC MONITORING AND
REPORTING SERVICES FOR THE MUNICIPAL DAM**

WHEREAS, the Electric Department operates a hydro dam that is regulated by the Federal Energy Regulatory Commission (FERC) and requires various monitoring and reporting as part of the federal oversight process; and

WHEREAS, the Electric Superintendent and City Manager recommend approving the proposal from AECOM Technical Services Inc. to perform FERC monitoring and reporting services for the City’s hydro dam in the amount of \$20,900.00, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its regular meeting on April 30, 2024, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power’s recommendation to approve the proposal from AECOM Technical Services Inc. to perform FERC monitoring and reporting services for the City’s hydro dam in the amount of \$20,900.00, a copy of the proposal and memo from the Electric Superintendent, are attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: May 20, 2024

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power
From: Todd Davlin, Electric Superintendent
Cc: Tutt Gorman, City Manager
Date: 4-26-2024
Re: **Action Item BLP 24-4A** – AECOM FERC Compliance Services

AECOM has historically provided Federal Energy Regulatory Commission (FERC) compliance monitoring and reporting for the Municipal Dam. Based on the familiarity with the facilities, experience, professionalism and service we recommend the PBLP continue to use AECOM. AECOM has provided a two-year proposal to continue compliance activities. The cost of AECOM’s services is summarized below (details are in the attached proposal). Currently, we are requesting approval of 2024 services only. The scope of services for the year 2025 needs to be reviewed further and managed prior to approval.

2024 FERC Compliance Costs	\$20,900
2025 FERC Compliance Costs.....	\$59,840

Action Item BLP 24-4A - Recommend City Council approve AECOM’s proposal, for year 2024 only, FERC Monitoring and Reporting Services. The estimated cost of 2024 services in AECOM’s proposal OPP-1324008 is \$20,900.



AECOM
3950 Sparks Drive
Grand Rapids, Michigan 49546
www.aecom.com

April 10, 2024

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

**RE: Proposal for 2024 & 2025 FERC Monitoring & Reporting (OPP-1324008)
Portland Municipal Dam
Portland, Michigan**

Dear Mr. Davlin:

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal to the City of Portland (City) for Water Level Gauging, Downstream Fish Passage, and Nuisance Plant monitoring and reporting for the Portland Municipal Dam. AECOM has provided these services to the City since 2002 and welcomes the opportunity to continue our long-standing relationship.

AECOM has developed this proposal based on the requirements of the Federal Energy Regulatory Commission (FERC) license and subsequent approval letters. This proposal is for activities required by the City's FERC license during 2024 and 2025.

SCOPE OF SERVICES

Task 1: Annual Water Level Gauging & Reporting (License Article 405)

AECOM will complete the Annual Water Level Monitoring and Reporting as required by the license. This task includes downloading water level data from the automatic headwater surface elevation sensor and preparing a summary report for filing with the Michigan Department of Natural Resources (MDNR), U.S. Fish and Wildlife Service (USFWS), and FERC.

Task 1a. Data Download (2024 and 2025)

AECOM will conduct quarterly visits to download data from the automated sensor located in the powerhouse forebay. AECOM will notify the City prior to accessing the site and will inform the City of observed issues (e.g., sensor malfunction or obstruction), if any, that preclude AECOM from completing the collection of data.

Task 1b. Preparation of Annual Reports (2024 and 2025)

AECOM will prepare annual summary reports for 2024 and 2025 based on the City's monthly dam operation logs and the water level data obtained from the sensor. AECOM will review the collected data and operation logs, prepare the summary report, and submit a draft to the City by January 21, 2025 and 2026 for review. AECOM will finalize the report and submit it electronically to FERC with copies to the MDNR and USFWS. AECOM assumes that they will not be addressing any comments from FERC. The FERC license requires that the report be submitted prior to January 31st of each year.

Task 2: Annual Downstream Fish Passage Consultation & Reporting (License Article 408)

Due to stocking changes made by the MDNR, there will be no 14-day period for stopping project generation to allow the downstream passage of migrating salmonid smolts in 2024. This change will be communicated to FERC in a brief letter.

Annual coordination per Article 409 of the FERC license will continue in 2025 as stocking plans may change. As a result, AECOM has included budget to correspond with the MDNR to identify a



consecutive 14-day period for stopping project generation to allow the downstream passage of migrating salmonid smolts during 2025. Subsequent to the shutdown period and receipt of observation logs from the City, AECOM will prepare and submit annual summary report for 2025 if the MDNR resumes stocking upstream of the dam. The report will be prepared and submitted electronically to FERC, with copies to the MDNR and USFWS, by October 1st of each year if required. AECOM assumes that they will not be addressing any comments from FERC. AECOM assumes the City will provide documentation of daily observations for smolts on or before August 30th of each year if required. If the 14-day period for stopping project generation is not required, a letter will be sent to FERC communicating the changes.

Task 3: Annual Nuisance Plant Monitoring & Reporting (License Article 412)

AECOM will complete the Annual Nuisance Plant Monitoring and Reporting as required by the license. This task will include a visual inspection of the project area and preparation of 2024 and 2025 reports for the MDNR, USFWS, and FERC.

Task 3a. Visual Inspection (2024 and 2025)

AECOM will perform a visual inspection of the site and identify the presence of purple loosestrife and Eurasian watermilfoil in the project waters using a small boat. Photographs will be taken to document site conditions. AECOM's health and safety guidelines require two AECOM technicians in the boat during these monitoring events and one technician on shore.

Task 3b. Preparation of Annual Reports (2024 and 2025)

AECOM will prepare annual summaries of the 2024 and 2025 inspections and submit them electronically to the MDNR and USFWS, with a copy to FERC. . AECOM assumes that they will not be addressing any comments from MDNR and USFWS. The reports will include an updated map illustrating the locations and relative abundance of each nuisance plant species.

Task 4: Water Quality Monitoring and Reporting (License Article 405)

The license requires water quality monitoring every five years. AECOM will implement the Water Quality Monitoring Plan for 2025 and file the required report with FERC. The subtasks will include the installation of the automated dissolved oxygen and temperature gauge, water profile monitoring, and preparation of the summary report due in 2025.

Task 4a. Automated Dissolved Oxygen and Temperature Gauge

Article 405 of the FERC license requires the City to install automated dissolved oxygen and temperature gauges upstream and downstream of the project. The gauges will monitor dissolved oxygen and temperature on an hourly basis from June 1 through September 30 during 2025.

AECOM will attempt have the City's previously purchased gauge that will be installed upstream refurbished by the manufacturer. However, due to the age of the gauge (approximately 20 years old), AECOM has included cost to purchase a new unit.

As required by the license, it is assumed that the upstream gauge will be located downstream of where the Looking Glass River enters the Grand River as in prior years. The downstream monitoring point will be in the tailrace of the powerhouse, identical to the Webber Dam's upstream monitoring point. The downstream gauge was installed and is operated by Consumers Energy, which has historically provided the data to the City at no charge.



Task 4b. Profile Monitoring

AECOM will collect the dissolved oxygen (DO) and water temperature profile data in the deepest part of the impoundment every two weeks. These measurements will be taken by a technician with a portable DO/temperature field meter and Secchi disk from a small boat. AECOM's health and safety guidelines require two AECOM technicians in the boat during these monitoring events and one technician on shore.

This monitoring will be done every two weeks from June 1 through September 30, 2025 (nine total events). We will check installation and calibration of the automated upstream DO and temperature gauge at the same time. We will also download data from the automated DO/temperature meter as part of the profile monitoring.

Task 4c. Preparation of 2025 Water Quality Report

AECOM will prepare a summary report based on data retrieved from the automated dissolved oxygen and temperature gauge and from the bi-weekly profile monitoring events. AECOM will review and compile the data and submit a draft report to the City by December 1, 2025, for review. AECOM assumes the comments from the City will be received on or before December 14, 2025 and will submit by December 31, 2025.

Project Management

Project management activities will be completed as needed for the proper implementation of this project. Additional tasks such as review and updating the project Health and Safety Plan are included in this effort. The various project management activities are distributed across the four tasks discussed above.

SCHEDULE

AECOM assumes the City will provide AECOM with the monthly logs of dam operations for the Annual Water Level report within the first week of January of each year. AECOM will prepare the annual report and submit a draft to the City for review. Pending comments from the City, AECOM will finalize and submit the reports by January 31st of 2025 and 2026 for the previous years' monitoring.

The Downstream Fish Passage Reports or notification letters will be prepared and submitted to FERC by October 1, 2024 and 2025 depending on the MDNR stocking plans for the year.

The visual inspections of the project areas will be completed by September 15, 2024 and 2025. The Nuisance Plant summary reports will be prepared and submitted by December 31, 2024 and 2025.

PROJECT ASSUMPTIONS

For cost estimating purposes, the following is assumed:

- All reports detailed above assume AECOM will address one round of consolidated comments from the City prior to submitting to the agencies detailed above.
- Weather, site conditions, and/or instrument malfunction do not prohibit data collection at the site during the project timeframe.
- The City of Portland will provide the dam operation logs during the first week of January 2025 for the previous year of operation.



- The City of Portland will provide comments to the draft Gauging report on or before January 25th of 2025 and 2026 for the 2024 and 2025 reports, respectively, summary reports.
- The City of Portland will provide comments to the draft water quality report on or before December 14, 2025.
- Consumers Energy provides downstream data to the City at no charge.
- Work outside the scope described in this proposal will require a change order and will be performed only upon receipt of written authorization from the City of Portland.

The scope of work described in this proposal for services does require AECOM to rely upon certain information provided to AECOM by the City of Portland and others. By accepting the scope of work outlined in this proposal, the City of Portland acknowledges that AECOM is entitled to rely upon the accuracy and completeness of the data and information provided to it without independent review or evaluation, in accordance with the scope of work and the generally accepted practices for the environmental consulting profession, undertaking similar studies at the same time and in the same geographical area as the work conducted by AECOM. No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession. AECOM shall not assume liability for the accuracy or completeness of data and information supplied to it by the City of Portland or others.

FEE

AECOM will perform the work described in the Scope of Services on a time and materials basis for a cost of **\$81,740** based on the below annual breakdown.

2024

Downstream Fish Passage Consultation & Letter Nuisance Plant Monitoring & Reporting Water Level Monitoring & Reporting	\$20,900
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2025

Water Quality Monitoring & Reporting (5-year monitoring) Downstream Fish Passage Consultation & Reporting (if required) Nuisance Plant Monitoring & Reporting Water Level Monitoring & Reporting	\$59,840
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The proposal schedule and budget assumes that the City authorizes this proposal within 30 days of submission by AECOM.

AUTHORIZATION

If you find this proposal to be acceptable according to the terms and conditions of the attached Commercial Terms (Form 103F, dated January 10, 2023) and General Conditions (Form 102, dated January 10, 2023), please authorize AECOM to perform the proposed work by signing and returning the attached Authorization to Proceed. The attached Authorization to Proceed and the associated General Conditions are considered part of the proposal, and all terms and conditions in it apply if the City authorizes AECOM to perform the work through another means.



AECOM is pleased to have this opportunity to continue assisting the City of Portland. Please contact Clara Austin and 616.481.0125 or clara.austin@aecom.com if you have any questions regarding this proposal.

Sincerely,

AECOM Technical Services, Inc.

Clara Austin

Clara Austin
Project Manager

Dean Gerber

Dean Gerber
Operations Leadership Senior Manager

Authorization to Proceed

I hereby authorize AECOM Technical Services, Inc. ("AECOM") to proceed with the scope of work for the Portland Municipal Dam for City of Portland ("Client") as described in AECOM's proposal No. OPP-1324008) dated April 10, 2024 ("Proposal"), with a budget authorization of \$81,740 in accordance with AECOM's General Conditions Form 102 and the Commercial Terms Form 103F attached hereto. This Authorization to Proceed constitutes an agreement between AECOM and Client regarding AECOM's Proposal and is Client's acceptance of the Proposal and is made in consideration of the mutual promises and covenants contained herein and set forth in the Proposal, the General Conditions, and the Commercial Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Signature

Date

Print Name

Title/Organization

Return to:

Name: Clara Austin

Address: 3950 Sparks Drive SE, Grand Rapids, MI 49546 or clara.austin@aecom.com

Fax: NA

Phone: 616-481-0125

Effective: January 10, 2023

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials with Multiplier basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Charges for employees shall be computed by multiplying the raw hourly wage of the employees (the employees' U.S. W-2 hourly wage or, for any non-U.S. employees, those employees' country equivalent) by a multiplier of 3.10 for all hours worked. Each such rate determined by such basis is a Billing Rate (e.g., if an individual's W-2 amount is \$50.00 per hour and the multiplier is 3.0 that Billing Rate would be \$150 per hour). Billing Rates may be adjusted from time to time to the extent underlying wage rates of the employees change.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rates, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as ten percent (10%) of labor cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms Form 103F (01/10/2023) and the attached General Conditions Form 102 (01/10/2023) govern the performance of the Services and rights and obligations of the parties

As used herein, the term "AECOM" shall mean AECOM Technical Services, Inc., and the term "Client" shall mean The City of Portland (each individually a "Party" and collectively, the "Parties").

1. ACCESS. Client grants or shall obtain for AECOM and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense. AECOM shall not be responsible or liable for the errors, omissions, or other acts of any other consultants, contractors, or parties engaged by Client or present at any Site, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

2. CLIENT INFORMATION. Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

3. STANDARD OF SERVICES AND WARRANTY. AECOM agrees to perform its services as described in the applicable proposal for services submitted to Client ("Services") in accordance with the degree of professional skill, quality, and care ordinarily exercised by members of the same profession practicing in the same location at the same time under comparable circumstances and providing services of a similar nature and as expeditiously as is consistent with professional skill and the orderly progress of the Services. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standard and to remedy any material deficiencies or defects in the Services at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such material deficiency or defect within a reasonable period after discovery thereof, but in no event later than ninety (90) days after AECOM's completion of the Services. Except as provided in this Section 3, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence, or otherwise.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information and that is clearly marked as "Confidential Information" or which would reasonably be regarded as confidential by virtue of the nature of the information disclosed and the context in which it is disclosed. Confidential Information does not include information which: (i) is already known to the receiving Party at the time of its disclosure as reasonably demonstrated by the receiving Party with judicially-admissible evidence; (ii) becomes publicly known through no wrongful act or omission of the receiving Party; (iii) is communicated to a third party with the express written consent of the disclosing Party and not subject to restrictions on further use or disclosure; and/or (iv) is independently developed by the receiving Party as reasonably demonstrated by the receiving Party with judicially-admissible evidence. In the event that either Party discloses Confidential Information to the other Party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of five (5) years from the date of disclosure. Notwithstanding the foregoing, to the extent any Confidential Information is identified by a Party as a trade secret or otherwise constitutes a trade secret, as contemplated in the Uniform Trade Secrets Act, Defend Trade Secrets Act, or similar laws or regulations, the other Party shall maintain the confidentiality of such Confidential Information for as long as such Confidential information remains a trade secret. In the event a Party is required to disclose to a third party the Confidential Information of the disclosing Party by operation of law, statute, ordinance, code, regulation, court, subpoena, or other governmental or judicial requirement, the Party required to make such disclosure shall: (i) to the extent legally permitted, promptly notify in writing the disclosing Party of the required disclosure; (ii) reasonably assist the disclosing Party in challenging and/or limiting the scope of the disclosure; and (iii) notwithstanding the provisions of Section 4, as to all other persons and entities to whom the required disclosure is not made, treat the information subject to the required disclosure as confidential pursuant to this Agreement. Notwithstanding anything else in this Agreement, Client agrees that AECOM may use and publish Client's

name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information specifically commissioned by Client for preparation by AECOM and delivery to Client pursuant to this Agreement. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided and provided further the Work Product shall be used solely for the purpose for which the Work Product was intended. All Work Product prepared by AECOM shall be for the sole and exclusive use of Client and no other person or entity. Client agrees that no third party (with the exception of governmental entities or agencies) shall have the right to use or rely on the Work Product without the written consent of AECOM and the third party's execution of a third party reliance letter agreeable to AECOM.

6. INSURANCE. AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

7. INDEMNITY. AECOM shall indemnify and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

8. PAYMENT & CHANGES. Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's proposal for Services submitted by AECOM to Client or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as agreed in writing by the Parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

9. WAIVER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. Nothing in this Agreement shall be construed or interpreted as requiring AECOM to assume the status of, and Client acknowledges that AECOM does not act in the capacity nor assume the status of, Client or others as a "generator," "owner," "operator," "transporter," "disposer," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges that AECOM has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent, at any Site prior to the date on which Services commenced ("Pre-Existing Conditions"). Client assumes all responsibility and liability for Pre-Existing Conditions, and further agrees to defend, indemnify, and hold AECOM harmless from any claims, demands, losses, liabilities, causes of action, actions, suits, damages, costs, penalties, fines, and expenses, including reasonable attorneys' fees, of any kind or character, arising from or relating to Pre-Existing Conditions of, except where such are caused by the sole negligence or willful misconduct of AECOM, it being the intention of Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. In performing Services under this Agreement, AECOM will act solely as an independent contractor and shall not be regarded as a subsidiary, partner, joint venturer, affiliate, representative, employee, servant, or agent of Client.

12. FORCE MAJEURE. Neither AECOM nor Client shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing Site conditions, changes in law or regulations, explosion, war (whether declared or not), civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, the Coronavirus (SARS COV-2) and such related diseases (e.g., COVID-19) outbreak, strikes, lockouts, industrial disturbances, requests, acts, or intervention of a governmental agencies or authorities, court orders, labor relations, accidents, delays, the inability to obtain materials, equipment, fuel, or transportation, or other events or circumstances beyond the reasonable control of the claiming Party ("Force Majeure Event"). AECOM shall be entitled to a change in the scope of Services, compensation, the project schedule, and other terms and conditions of this Agreement that are affected by a Force Majeure Event sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. All such changes shall be authorized by a mutually agreed upon, written change order containing any appropriate equitable adjustments to the scope of Services, compensation, project schedule, and other terms and conditions of this Agreement affected by the Force Majeure Event. If a Force Majeure Event substantially prevents, or is reasonably likely to substantially prevent, AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

13. RISK ALLOCATION & RESTRICTION OF REMEDIES. THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$50,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, ACTIONS, SUITS, DAMAGES, COSTS, PENALTIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

14. DISPUTE RESOLUTION. Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute, or controversy relating to this Agreement ("Dispute") and the requested relief. The recipient of such notice shall respond within five (5) business days with a written statement of its position and a recommended solution to the Dispute. If the Parties cannot resolve the Dispute through negotiation, either Party may refer the Dispute to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Dispute. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission or otherwise be usable or admissible in any litigation, arbitration, or dispute resolution proceeding. If the Representatives are unable to resolve the Dispute within thirty (30) days, either Party shall have the right to commence arbitration at any time thereafter upon service of demand for arbitration on the other Party. Any Dispute arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that is not resolved by the Panel of Representatives, as well as any dispute concerning the propriety of commencement of the arbitration, shall be finally resolved and settled by arbitration. Unless the Parties agree otherwise, the arbitration shall be conducted by one arbitrator in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as such rules and procedures are modified herein or by agreement of the Parties. The Parties shall seek to agree upon a sole arbitrator within thirty (30) days after a demand for arbitration. If the Parties do not reach agreement on the sole arbitrator, then AAA shall appoint the sole arbitrator from a panel with expertise in the subject areas relating to the Dispute. Unless otherwise agreed by the parties, the seat of the arbitration shall be Los Angeles, California. and it shall be conducted in the English language, but either Party may submit testimony or documentary evidence in any other language if such Party provides a translation into English of any such evidence. The Parties agree to ask the arbitrator to hold an in-person procedural hearing within sixty (60) days of the demand for arbitration, and to hold a hearing on the merits within twelve (12) months of the demand. Unless the Parties agree otherwise, the hearing on the merits will be set for consecutive days (excluding weekends and holidays) and last for no more than ten (10) days. Unless otherwise agreed by the Parties, at the first in-person procedural hearing, the Parties will request that the arbitrator set a schedule for conducting the proceeding that includes service by the claimant of a memorial together with witness statements, documents, and expert testimony, service by the respondent of a counter memorial together with witness statements, documents, and expert testimony and service of reply and sur-reply memorials as appropriate. Unless otherwise agreed by the Parties at the time of arbitration, the Parties shall not conduct any depositions (other than as necessary to record testimony

of witnesses who cannot be ordered to appear at the hearing), requests for admission, or interrogatories in connection with the arbitration. The Parties further agree that they shall have no right to seek production of documents or any other discovery in the arbitration proceeding from the other party, except that the Parties shall exchange the documents on which they intend to rely with their witness statements. The parties agree that the arbitrator shall be empowered to consider the IBA Rules on the Taking of Evidence in connection with witness and expert testimony in the arbitration. Unless otherwise agreed by the parties, direct testimony at the hearing shall be submitted in the form of written witness statements; testimony of fact witnesses at the hearing shall be limited to cross-examination and rebuttal; and experts shall be encouraged by the Parties and the arbitrator to find areas of agreement. Any arbitration award shall be final and binding on the Parties. The Parties agree to undertake and carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant Party or its assets.

15. WASTE. As used herein, "Waste" means any hazardous, non-hazardous, radioactive, toxic, flammable, explosive, infectious, dangerous, or other waste, substances, or materials existing on any Site or generated by Client or a third party prior to the date on which Services commenced. AECOM assumes no title, ownership of, or legal responsibility or liability for the creation, existence, or presence of any Waste. Where required by the Agreement, AECOM shall assist Client in the proper handling, storage, transportation and/or delivery for disposal of Waste in accordance with all applicable federal, state and local laws and regulations, but AECOM shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility to which Waste will be delivered and the final selection of any disposal facility shall be made by Client. Client shall look solely to the disposal facility or transporter for any damages or liability arising from improper transportation or disposal of the Waste. Client shall provide appropriate disposal identification numbers, select the disposal site(s), and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility or transporter for any responsibility or liability arising from or relating to the improper transportation or disposal of the Waste.

16. DATA RIGHTS. For purposes of this Agreement, "AECOM Technology" means all designs, graphics, charts, maps, plans, models, templates, prototypes, details, drawings, plans, prints, renderings, samples, transparencies, specifications, reports, manuscripts, analyses, calculations, specifications, processes, procedures, working notes, documents, manuals, photographs, negatives, tapes, discs, databases, Software, hardware, technology, information, data, and other items embodied in any tangible or electronic form or medium, including all intellectual property rights therein: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and/or (d) included within the Work Product, but which are generic, generally applicable to, or standard in AECOM's business. AECOM Technology does not include any information that incorporates or discloses Client's Confidential Information. Client acknowledges and Agrees that AECOM is the author of, and retains all rights, title and interest in AECOM Technology. To the extent any Work Product contains any AECOM Technology, or Client's receipt of the Services requires the use of AECOM Technology, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment pursuant to this Agreement, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Technology solely, and to the limited extent and duration necessary, to achieve the purposes for which the Work Product was developed or Services was provided.

Notwithstanding anything else in this Agreement, the following terms and conditions shall apply to AECOM's provision of, and Client's receipt and use of any AECOM-owned or AECOM-licensed software, including all associated training materials, user manuals, product descriptions and specifications, help files, or "read-me" files, and all upgrades, improvements, and later versions to any of the foregoing, (collectively, the "Software"). "Software" does not include any code explicitly commissioned for new development by AECOM for the sole benefit and use of Client:

- (a) **Licenses Granted to Client.** Subject to AECOM's receipt of payment of the subscription fee for the Software (the "Subscription Fee"), as listed in the applicable order form, (the "Order Form"), AECOM hereby grants to Client a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Software in accordance with the duration, features, options, and services selected on the Order Form. Except for the foregoing limited license, nothing contained in this Agreement shall be construed as conveying any additional right or license in the Software, whether by implication, estoppel, or otherwise.
- (b) **License Exclusions.** Neither Client nor anyone acting on its behalf or pursuant to the instant license, shall or attempt to: reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the Software; use the Software for the purpose of creating a competing service; interfere with or damage the Software or its operation; or violate any usage limitations set forth in this Agreement or the applicable Order Form.
- (c) **AECOM Property.** Client hereby acknowledges and agrees that all right, title, and interest in and to the Software is and shall remain held solely by AECOM, including all legal, equitable, moral, statutory, regulatory, common law or other intellectual property rights, whether by way of patent, copyright, trademark, service mark, trade name, trade dress, trade

secret, know-how, and any other intellectual property right (whether registered or unregistered) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for current and/or past infringements, (collectively, "Intellectual Property Rights").

- (d) **Responsibility for Client Content.** To the extent Client uploads or enters into the Software any data, text, images, video, audio, or other content or information (collectively, "Client Content"), Client shall be responsible for ensuring the accuracy, legality, and integrity of such Client Content. Client will not upload or enter into the Software any Client Content that violates any third-party privacy, Intellectual Property Rights, or other rights, or any applicable laws or regulations. CLIENT WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS AECOM FOR ANY ACTUAL OR ALLEGED BREACH OF THIS SUBSECTION.
- (e) **Feedback.** AECOM welcomes and encourages Client to provide feedback, comments, and suggestions for improvements, fixes, and other changes to the Software (collectively, "Feedback"). Such Feedback may be used by AECOM to improve the Software. Client hereby grants AECOM an exclusive, sublicensable, assignable, irrevocable, world-wide, fully-paid-up, license to all Intellectual Property Rights in the Feedback.
- (f) **Maintenance and Security.** AECOM will use commercially reasonable efforts to keep the Software materially operational on a generally continuous basis during the term of Client's license. AECOM is not responsible for correcting errors or defects in (or caused by) software or hardware supplied by third parties (including any compatibility issues between any such software or hardware and Client's software / hardware). Client understands and agrees that the Client Content will be hosted in Microsoft Azure cloud storage and all data security shall be subject to the physical, technical, and managerial processes and procedures that are provided by Microsoft with respect to the Azure cloud storage environment, and to the contractual obligations between AECOM and Microsoft with respect to AECOM's use of the Azure cloud storage environment. To the greatest extent permitted by law, Client hereby waives and releases AECOM and Microsoft from any claims, damages, and liabilities arising out of or relating to the storage of the Client Content.

17. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the Parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either Party and any such assignment shall be null and void. Either Party may terminate this Agreement by giving the other Party seven (7) days' written notice. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including without limitation any terms relating to compensation, indemnity, limitation of liability, releases from liability, or exclusion of any remedy, shall survive and continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the applicable proposal for Services to Client is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the applicable proposal submitted by AECOM to Client.



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, May 6, 2024

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Gorman; City Clerk Miller; DDA Director ConnerWellman

Guests: Jon Moxey of Fleis & VandenBrink; Cory Grimminck, Portland District Librarian; Charlotte Sheehan; Kathy Parsons

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

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

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman noted the Council held a Budget Workshop on Wednesday, May 1, 2024, to review the proposed budget for Fiscal Year 2024-2025.

The Electric Department Automatic Metering Infrastructure (AMI) Project is kicking off with the installation of approximately 150 meters followed by a test period. Once testing is complete the remainder of the electric meters on the system will be changed out. The project is expected to be completed by the end of June.

City Manager Gorman noted the purchase orders on the Consent Agenda for completion of various mill and fill road projects to be completed this summer.

City Manager Gorman provided statistics on the Annual Clean Up Day held Saturday, May 4, 2024, at the DPW Compound.

Under Presentations, Portland District Librarian Grimminck presented the 2022-2023 Annual Report.

Mayor Barnes asked some questions related to the report.

Jon Moxey of Fleis & VandenBrink provided a report on the Kent Street Reconstruction Project. The project is going well and is on schedule at this point.

There was a discussion related to the project.

DDA Director ConnerWellman presented the Downtown Report.

Mayor Barnes presented the 2024 Arbor Day Proclamation.

Under New Business, the Council considered Resolution 24-37 to set a Public Hearing on Monday, May 20, 2024, for the proposed budget for Fiscal Year 2024-2025.

Motion by Johnston, supported by Sheehan, to approve Resolution 24-37 setting a Public Hearing on the Budget proposed for Fiscal Year 2024-2025.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 24-38 to approve the purchase of a 2024 Chevrolet Silverado 2500 truck for the Department of Public Works in the amount of \$45,969.00 through the State of Michigan's MiDeal Program.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 24-38 approving the purchase of a 2024 Chevrolet Silverado 2500 Truck for the Department of Public Works (DPW).

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 24-39 to approve a proposal from Fleis & VandenBrink in the amount of \$58,400.00 to provide professional services related to administration of the Technical, Managerial, and Financial (TMF) Grant awarded to the City of Portland. The TMF Grant is related to the lead service line replacement program through the Michigan Department of Environment, Great Lakes and Energy (EGLE).

Motion by Johnston, supported by Sheehan, to approve Resolution 24-39 approving a proposal from Fleis & VandenBrink to provide professional services for assistance with EGLE's Technical, Managerial, and Financial Grant.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 24-40 to approve a proposal from Fleis & VandenBrink in the amount of \$10,000.00 to provide professional services for administration of the ELGE Grant related to new well site evaluation.

Motion by Sheehan, supported by Fitzsimmons, to approve Resolution 24-40 approving a proposal from Fleis & VandenBrink to provide professional services for assistance with the Wellhead Protection Program and New Well Site Evaluation.

Yeas: Sheehan, Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 24-41 to approve payment in the amount of \$636,372.00 for work performed for the Wastewater Treatment Plant Improvement Project.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 24-41 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Improvement Project.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None
Adopted

Motion by VanSlambrouck, supported by Sheehan, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on April 15, 2024, and Minutes of the Budget Workshop held on May 1, 2024, payment of invoices in the amount of \$190,455.43, and payroll in the amount of \$135,190.71 for a total of \$325,646.14. Purchase orders to McKearney Asphalt & Sealing, Inc. for mill and fill projects on portions of Grape Street and Bridge Street estimated at \$13,000.00, McKearney Asphalt & Sealing, Inc. for asphalt removal and replacement on Bristie Street estimated at \$43,995.00, and McKearney Asphalt & Sealing, Inc. for both mill and fill projects and asphalt removal and replacement on different portions of East Street were also included.

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

Under City Manager Comments, City Manager Gorman thanked the schools, bus drivers, and members of the community for their patience with traffic issues related to the Kent Street Reconstruction Project.

The Wastewater Treatment Plant Improvement Project is not at substantial completion. The project is coming in under budget so some items that were previously cut from the project will now be able to be completed.

Last week, the annual tours for the 3rd Grade classes at Westwood Elementary were held virtually and went very well.

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck thanked the public for their patience and consideration with the construction traffic related to the Kent Street Reconstruction Project.

Mayor Barnes stated he filled in for City Manager Gorman at the National Day of Prayer event held by the Portland Area Ministerial Association. He spent some time speaking with State Representative Gina Johnson regarding the opposition is facing in the upcoming Primary Election related to her support of Portland in securing funds for the Wastewater Treatment Plant Improvement Project through the State of Michigan Appropriation process. He encouraged the community to support her in the upcoming Primary Election.

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

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

Meeting adjourned at 8:09 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KARA DOUGHERTY	02767	ASSESSING SERVICES 1ST HALF OF MAY 2024 - ASSES	1,630.83
GRANGER	00175	REFUSE -POLICE, COM PROMO	97.65
GRANGER	00175	REFUSE - ELECTRIC	97.65
FAMILY FARM & HOME	01972	SPARK LIGHTER - WW	6.49
USA BLUEBOOK	01850	ELECTRODE PROBE - WW	276.64
USA BLUEBOOK	01850	HACK PORTABLE PH PROBE - WW	189.00
CULLIGAN	02130	WATER X1 - WW	9.00
CULLIGAN	02130	COOLER RENTAL - WW	15.00
CINTAS	00083	RESTOCK MED CABINET -WW	361.66
CINTAS	00083	RESTOCK MEDICAL CABINET - PARKS, CEM	180.40
KENNEDY INDUSTRIES, INC.	02548	ANNUAL LIFT STATION PUMP MAINTENANCE - WW	3,795.00
RAPID SHRED	02719	SHREDDING - GEN	58.06
SLC METER LLC	02286	2" E SERIES WATER METERS - WATER	1,379.90
CITY OF IONIA	00204	MAIN BREAK ASSIST- WATER	641.33
CITY OF IONIA	00204	LAB TEST - WATER	22.00
CINTAS	00083	RESTOCK MED CABINET - MTR POOL	298.62
GROSS MACHINE SHOP	00180	STEEL FOR RAINLING REPAIR EXPAND METAL - PARKS,	259.00
CULLIGAN	02130	WATER X4 CITY HALL - GEN	30.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	116.00
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	1,052.81
UM HEALTH-SPARROW OCCUPATIONAL HLT00340		PRE EMPLOY PHYSICAL - AMB, PARKS	1,326.00
PAMA	01370	40% CONT TO PAMA - COM PROMO	1,446.00
BS&A SOFTWARE	00029	CUSTOM DEMAND READING CALCULATON - ELECTRIC	2,000.00
VC3 INC.	02745	MICROSOFT MONTHLY AGREEMENT MAY 2024-GEN	371.50
STAR THOMAS	01654	POSTAGE REIM - POLICE	5.70
ANNIE PLINE	MISC	PATCHES SEWING - POLICE	140.00
GRANGER	00175	REFUSE - REFUSE	16,070.41
GRANGER	00175	REFUSE - WW	172.20
GRANGER	00175	REFUSE - MTR POOL, PARKS, CEM	327.60
WESTPHALIA MILLING CO.	00480	ATHLETIC CHALK - REC	92.00
HAMMERSMITH EQUIPMENT COMPANY	00183	BLADE - MAJ STS	99.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ADVANCED PAVEMENT MARKING	02377	STREET PAINTING - MAJ STS APP RES 24-30	21,477.42
MCKEARNEY ASPHALT & SEALING INC.	02541	ASPHALT WORK - WATER	3,595.00
BONNELL INDUSTRIES INC	02875	CONTROLLER REPAIR - MP	326.63
MCKEARNEY ASPHALT & SEALING INC.	02541	RIVERTRAIL REPAIR DUE TO WATER MAIN BREAK - WAI	3,500.00
TRUGREEN	02830	FERTILIZER - ELECTRIC	46.80
CINTAS	00083	RESTOCK MEDICAL CABINET - ELECTRIC	148.35
RANGE TELECOMMUNICATIONS	02872	CALL OUT SVCS - ELECTRIC	464.44
MUNICIPAL SUPPLY CO.	00324	UNDERGROUND PIPE PER KENT ST - ELECTRIC	2,707.50
IONIA LOCK AND KEY	02782	FRONT DOOR REPAIR/REPLACE LOCK - ELECTRIC	664.00
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR & PARTS - ELECTRIC	780.00
SELBY LAWN CARE	02736	APRIL MOWING PLANT/DAM - ELECTRIC	840.00
AMERICAN RED CROSS	02820	CLASS COMPLETION CARDS - AMB, POL	562.00
STAPLES	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	37.29
STAPLES	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	185.93
AIDEN PUNG	02805	CLOTHING ALLOWANCE - WW	171.67
FLEIS & VANDENBRINK	00153	ENGINEERING SERVICES KENT ST - MAJ STS, WW, WTF	24,281.01
FLEIS & VANDENBRINK	00153	GEN ENGINEERING SVCS - GEN	591.00
TIM KRIZOV	01897	HOTEL, MILEAGE, MEALS, - ELECTRIC	663.96
MHR BILLING	01780	MONTHLY BILLIG FOR APRIL 2024- AMB	1,525.00
SUPERIOR SERVICES	02876	ROOF REPAIR - CITY HALL	562.00
MCKEARNEY ASPHALT & SEALING INC.	02541	ROAD PATCH SEWER REPAIR RIVERSIDE DR - WW	4,600.00
CAPITAL ASPHALT LLC	02578	3 TONS ASPHALT - MAJ STS	195.00
FAMILY FARM & HOME	01972	SPOT SPRAYER - MAJ STS	69.99
FAMILY FARM & HOME	01972	SUPPLIES - LOC STS	12.45
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	632.00
INSOURCE SOLUTIONS GROUP INC.	01813	E-FILED RETURNS APRIL 2024-INCOME TAX	564.00
COOK BROS EXCAVATING	00101	REST AREA MAIN REPAIR - WATER	2,700.00
COOK BROS EXCAVATING	00101	INSTALL WTR SVC 465 PLEASANT - WATER	2,972.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	280.77
MUNICIPAL SUPPLY CO.	00324	MARKING PAINT - REC	164.00
STATE OF MICHIGAN	02577	BACTI SAMPLES - WATER	208.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GANNETT MICHIGAN LOCALIQ	02738	COUNCIL MTG SYNOPSIS LEGAL NOTICES - GEN	294.40
BLOOM SLUGGETT, PC	02783	LEGAL SERVICES - POLICE	1,448.50
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	20.97
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	678.83
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	45.01
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	170.32
CONSUMERS ENERGY	00095	GAS SERVICE - WW	543.19
CONSUMERS ENERGY	00095	GAS SERVICE - WW	19.75
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	29.28
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	16.32
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	483.41
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	2,840.00
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS - GEN	4,685.00
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,801.80
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	1,042.74
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	55.58
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	439.03
QUALITY CAR & TRUCK REPAIR	02839	REPAIRS #45 - AMB	148.59
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	33.39
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	78.85
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	23.71
DEWOLF & ASSOCIATES	01484	FTO BASIC TRAINING - POLICE	845.00
MUNICIPAL SUPPLY CO.	00324	8X24 FULL SEAL CLAMP - WATER	658.70
LEGAL & LIABILITY RISK MANAGEMENT	MISC	TRAINING - POLICE	250.00
GALL'S LLC	00159	SHIPPING - POLICE (CREDIT MEMO APPLIED)	7.99
GALL'S LLC	00159	SHIPPING - POLICE (CREDIT MEMO APPLIED)	8.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	447.79
GAIL HILL	MISC	REFUND FOUNDATION PURCHASE - CEM	699.60
LAW OFFICE OF CRYSTAL MORGAN PLLC	02555	LEGAL SERVICES - ASSESSING	78.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	199.97
THEKA ASSOCIATES ENGINEERING, INC.	02557	NEW DIST SUB STA PYMT # - ELE RES 22-77	18,030.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
COOK BROS EXCAVATING	00101	STONE FOR LANDSCAPING - ELECTRIC	853.20
POWER SYSTEM ENGINEERING	02761	AMI ENGINEERING SUPPORT - ELECTRIC	1,814.85
PLEUNE SERVICE COMPANY INC.	00741	HVAC SERVICES - ELECTRIC	818.50
POWER LINE SUPPLY COMPANY	00389	DISTRIBUTION SUPPLIES - ELECTRIC	992.00
RESCO	00392	DEC ST LIGHT REPAIR ALONG RIVER - ELECTRIC	1,606.29
DOUBLE K UNDERGROUND	02877	DIRECTIONAL BORE - ELECTRIC	1,040.00
BRIAN RUSSELL	00593	OFFICIAL - REC	90.00
BRYAN SCHEURER	00600	OFFICIAL - REC	90.00
TANNER BROWNELL	02800	OFFICIAL - REC	24.00
ETHAN NICKOLS	02874	OFFICIAL - REC	24.00
Total:			\$151,572.22

**BI-WEEKLY
WAGE REPORT
May 13, 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.	12,803.40	272,477.50	4,238.02	89,862.54	17,041.42	362,340.04
ASSESSOR		-	-	-	-	-
CEMETERY	3,032.46	86,371.15	1,469.40	23,481.27	4,501.86	109,852.42
POLICE	20,730.65	430,396.19	7,609.10	129,185.93	28,339.75	559,582.12
CODE ENFORCEMENT	54.64	1,363.29	4.21	112.58	58.85	1,475.87
PARKS	2,456.15	75,769.88	1,105.76	15,999.96	3,561.91	91,769.84
INCOME TAX	2,887.68	59,723.92	785.96	18,548.58	3,673.64	78,272.50
MAJOR STREETS	3,087.25	91,261.76	1,229.97	37,249.74	4,317.22	128,511.50
LOCAL STREETS	4,283.77	85,277.50	1,977.44	36,945.58	6,261.21	122,223.08
RECREATION	1,593.97	36,987.77	453.74	10,652.60	2,047.71	47,640.37
AMBULANCE	26,521.62	487,145.38	4,544.62	110,173.57	31,066.24	597,318.95
DDA	2,594.77	62,615.72	518.56	11,428.54	3,113.33	74,044.26
ELECTRIC	22,276.31	506,415.69	10,088.32	164,840.55	32,364.63	671,256.24
WASTEWATER	11,190.21	239,395.88	3,070.86	61,585.50	14,261.07	300,981.38
WATER	10,916.67	168,305.67	4,128.62	61,257.49	15,045.29	229,563.16
MOTOR POOL	782.39	19,319.05	245.36	6,705.83	1,027.75	26,024.88
TOTALS:	125,211.94	2,622,826.35	41,469.94	778,030.26	166,681.88	3,400,856.61

User: ABAUM

DB: Portland

PERIOD ENDING 04/30/2024

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDG USED
		AMENDED BUDGET	04/30/2024 NORMAL (ABNORMAL)	MONTH 04/30/2024 INCREASE (DECREASE)	MONTH 04/30/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 101 - GENERAL FUND								
Revenues								
101-000-402.000	REAL PROPERTY TAXES	1,218,862.00	1,269,053.43	24,269.72		(50,191.43)	104.12	
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	0.00		(130.91)	104.09	
101-000-445.000	PENALTY & INTEREST	4,500.00	6,301.03	699.24		(1,801.03)	140.02	
101-000-447.000	TAX COLLECTION FEES	49,000.00	46,567.10	0.00		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	11,605.81	2,497.87		2,394.19	82.90	
101-000-490.000	NON-BUSINESS PERMITS	85,000.00	37,819.60	1,678.00		47,180.40	44.49	
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	347,130.00	64,132.00		67,373.00	83.75	
101-000-574.001	REVENUE SHARING-STAT SALES	121,006.00	103,275.00	20,776.00		17,731.00	85.35	
101-000-574.002	REVENUE SHARING -PUBLIC SAFETY	0.00	1,596.00	399.00		(1,596.00)	100.00	
101-000-609.000	SEX OFFENDER REGISTRATION FEES	100.00	50.00	0.00		50.00	50.00	
101-000-620.000	PBT TESTING FEES	0.00	5.00	5.00		(5.00)	100.00	
101-000-623.000	TRANSCRIPT FEES	400.00	834.61	25.80		(434.61)	208.65	
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	369,159.60	36,915.96		73,832.40	83.33	
101-000-630.000	CEMETERY LOT SALES	10,000.00	10,350.00	650.00		(350.00)	103.50	
101-000-633.000	CEMETERY CARE FEES	6,000.00	5,512.40	694.40		487.60	91.87	
101-000-634.000	GRAVE OPENING FEES	13,000.00	10,625.00	625.00		2,375.00	81.73	
101-000-656.000	DISTRICT COURT FINES	6,800.00	9,005.99	1,095.86		(2,205.99)	132.44	
101-000-661.000	PARKING FINES	1,400.00	270.00	150.00		1,130.00	19.29	
101-000-663.000	MISCELLANEOUS FINES	1,200.00	1,120.00	70.00		80.00	93.33	
101-000-665.000	INTEREST INCOME	5,600.00	8,954.31	499.84		(3,354.31)	159.90	
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	500.00	2,298.64	5.63		(1,798.64)	459.73	
101-000-667.000	RENTAL INCOME	7,000.00	5,510.00	730.00		1,490.00	78.71	
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	2,500.00	2,500.00		7,500.00	25.00	
101-000-678.000	MERS FOREITURE REVENUES	2,500.00	7,670.06	0.00		(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	80,227.90	11,103.12		(55,227.90)	320.91	
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	299.70	30.75		(124.70)	171.26	
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	2,567,654.55	169,553.19		95,724.45	96.41	

Expenditures								
100	COUNCIL	61,490.00	45,603.47	0.00		15,886.53	74.16	
172	CITY MANAGER	217,966.00	166,889.22	20,864.19		51,076.78	76.57	
201	GENERAL ADMINISTRATION	689,761.00	541,096.34	28,349.04		148,664.66	78.45	
257	ASSESSING	59,870.00	50,237.79	4,561.57		9,632.21	83.91	
262	ELECTIONS	15,130.00	10,466.77	0.00		4,663.23	69.18	
265	CITY HALL	109,650.00	86,419.98	6,906.15		23,230.02	78.81	
301	POLICE	1,002,671.00	719,029.87	85,052.86		283,641.13	71.71	
371	CODE ENFORCEMENT	37,670.00	22,769.45	1,240.87		14,900.55	60.44	
567	CEMETERY	221,655.00	143,444.91	11,383.98		78,210.09	64.72	
707	COMMUNITY PROMOTIONS	433,950.00	330,284.90	35,144.27		103,665.10	76.11	
728	ECONOMIC DEVELOPMENT	30,000.00	25,232.71	3,497.08		4,767.29	84.11	

PERIOD ENDING 04/30/2024

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	04/30/2024	MONTH	04/30/2024	NORMAL	(ABNORMAL)	
				INCREASE	(DECREASE)			
Fund 101 - GENERAL FUND								
Expenditures								
751	PARKS	363,422.00	253,440.14		17,461.86		109,981.86	69.74
TOTAL EXPENDITURES		<u>3,243,235.00</u>	<u>2,394,915.55</u>		<u>214,461.87</u>		<u>848,319.45</u>	<u>73.84</u>
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		2,663,379.00	2,567,654.55		169,553.19		95,724.45	96.41
TOTAL EXPENDITURES		<u>3,243,235.00</u>	<u>2,394,915.55</u>		<u>214,461.87</u>		<u>848,319.45</u>	<u>73.84</u>
NET OF REVENUES & EXPENDITURES		(579,856.00)	172,739.00		(44,908.68)		(752,595.00)	29.79

PERIOD ENDING 04/30/2024

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	04/30/2024	MONTH 04/30/2024	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	939,400.00	1,038,304.03	345,503.37	(98,904.03)	110.53
	TOTAL EXPENDITURES	1,579,001.00	248,239.29	85,217.98	1,330,761.71	15.72
	NET OF REVENUES & EXPENDITURES	(639,601.00)	790,064.74	260,285.39	(1,429,665.74)	123.52
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	1,396,122.00	408,209.08	89,430.45	987,912.92	29.24
	TOTAL EXPENDITURES	1,565,204.00	370,598.39	37,524.90	1,194,605.61	23.68
	NET OF REVENUES & EXPENDITURES	(169,082.00)	37,610.69	51,905.55	(206,692.69)	22.24
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	526,497.00	297,218.25	100,966.68	229,278.75	56.45
	TOTAL EXPENDITURES	595,437.00	277,843.91	26,558.11	317,593.09	46.66
	NET OF REVENUES & EXPENDITURES	(68,940.00)	19,374.34	74,408.57	(88,314.34)	28.10
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	114,100.00	101,673.92	9,164.26	12,426.08	89.11
	TOTAL EXPENDITURES	129,325.00	111,772.23	10,745.59	17,552.77	86.43
	NET OF REVENUES & EXPENDITURES	(15,225.00)	(10,098.31)	(1,581.33)	(5,126.69)	66.33
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	865,950.00	785,062.14	52,306.54	80,887.86	90.66
	TOTAL EXPENDITURES	1,047,120.00	845,956.55	93,655.05	201,163.45	80.79
	NET OF REVENUES & EXPENDITURES	(181,170.00)	(60,894.41)	(41,348.51)	(120,275.59)	33.61
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	317,000.00	321,522.69	159.85	(4,522.69)	101.43
	TOTAL EXPENDITURES	233,340.00	172,632.82	12,476.68	60,707.18	73.98
	NET OF REVENUES & EXPENDITURES	83,660.00	148,889.87	(12,316.83)	(65,229.87)	177.97
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	198,600.00	147,309.09	16,936.63	51,290.91	74.17
	TOTAL EXPENDITURES	197,000.00	145,222.99	0.00	51,777.01	73.72
	NET OF REVENUES & EXPENDITURES	1,600.00	2,086.10	16,936.63	(486.10)	130.38
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	5,431,900.00	4,059,282.41	365,899.19	1,372,617.59	74.73
	TOTAL EXPENDITURES	6,492,242.00	3,927,715.96	241,098.94	2,564,526.04	60.50
	NET OF REVENUES & EXPENDITURES	(1,060,342.00)	131,566.45	124,800.25	(1,191,908.45)	12.41
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	3,254,800.00	2,787,711.88	149,996.61	467,088.12	85.65
	TOTAL EXPENDITURES	1,840,201.00	867,936.27	69,934.14	972,264.73	47.17
	NET OF REVENUES & EXPENDITURES	1,414,599.00	1,919,775.61	80,062.47	(505,176.61)	135.71

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 04/30/2024

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	04/30/2024	MONTH	04/30/2024	NORMAL	(ABNORMAL)	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)			
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
TOTAL REVENUES		891,783.00	665,250.97		57,987.13		226,532.03	74.60
TOTAL EXPENDITURES		1,142,043.99	557,988.01		59,876.50		584,055.98	48.86
NET OF REVENUES & EXPENDITURES		(250,260.99)	107,262.96		(1,889.37)		(357,523.95)	42.86
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
TOTAL REVENUES		357,182.00	230,368.85		43,529.04		126,813.15	64.50
TOTAL EXPENDITURES		628,611.00	243,247.02		13,768.26		385,363.98	38.70
NET OF REVENUES & EXPENDITURES		(271,429.00)	(12,878.17)		29,760.78		(258,550.83)	4.74
TOTAL REVENUES - ALL FUNDS		14,293,334.00	10,841,913.31		1,231,879.75		3,451,420.69	75.85
TOTAL EXPENDITURES - ALL FUNDS		15,449,524.99	7,769,153.44		650,856.15		7,680,371.55	50.29
NET OF REVENUES & EXPENDITURES		(1,156,190.99)	3,072,759.87		581,023.60		(4,228,950.86)	265.77



PURCHASE ORDER

City of Portland

P.O. 14350

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

VENDOR NUTRI-GROW Env. Solutions

DATE: 5-13-2024

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
LAND Application - Sludge Haul 420,000 gallons of unthickened Sludge + Fuel Surcharge	590.548.804000		\$47,864. ⁰⁰
DEPARTMENT HEAD (UP TO \$500) <u>ZMS</u>		TOTAL	\$47,864. ⁰⁰

[Signature]
Treasurer Initials

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

NutriGro Environmental Solutions Inc.

Invoice

P.O. Box 84
Charlotte, MI 48813

P. 517-204-4492 F. 517-541-9880
E. jg@nutrigroesi.com

Date	Invoice #
4/30/2024	NG-613

Bill To
CITY OF PORTLAND

P.O. No.	Terms	Due Date
	Net 30	5/30/2024

Quantity	Description	Rate	Amount
84,000	APRIL 23, 2024 HAULING AND LAND APPLICATION OF BIOSOLIDS FIELD#05N04W18-BR01	0.10	8,400.00
	APRIL 23, 2024 FUEL SURCHARGE 10%	840.00	840.00
180,000	MAY 2, 2024 HAULING AND LAND APPLICATION OF BIOSOLIDS FIELD#05N04W18-BR01	0.10	18,000.00
	MAY 2, 2024 FUEL SURCHARGE 9%	1,620.00	1,620.00
156,000	MAY 6, 2024 HAULING AND LAND APPLICATION OF BIOSOLIDS FIELD#05N04W18-BR01	0.10	15,600.00
	MAY 6, 2024 FUEL SURCHARGE 9%	1,404.00	1,404.00
	BIOSOLIDS TESTING	500.00	500.00
2	FECAL COLIFORM	500.00	1,000.00
	PFAS	500.00	500.00
Total			\$47,864.00
Payments/Credits			\$0.00
Balance Due			\$47,864.00

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

Cc: Tutt Gorman, City Manager

Date: 4-26-2024

Re: **Action Item BLP 24-4B – Newkirk Cable Repair**

On the evening of Saturday January 6th, we experienced an underground cable failure from the Frank Jenkins Power Plant to the outdoor switchgear that connects to the main circuits that feed the city. The cable was more than 30 years old and the failure mechanism although unconfirmed was likely age or aggregate wear. Two legs of the three-phase cable from the FM-DLA and Nordberg engines shorted out underground while under minimal load. It is believed that one cable was compromised and when it failed it damaged the second. BLP staff found the problem on Sunday with over the phone support from Newkirk. Newkirk spent the next three days and evenings on site with a crew of several people trouble shooting, installing new cables and testing the replaced and spare cables. The repair required emergency response because without functioning cables the power plant was unable to meet MISO Load Management Resource (LMR) Capacity Function, and imminent sub-zero weather was forecasted. Newkirk worked around the clock, with BLP staff, under inclement weather conditions to replace cables. The following week the BLP was called on by MISO to run our engines as LMRs. The value of the engines as a capacity resource is approximately \$240,000/year based on recent MPPA capacity transactions.

Action Item BLP 24 – 4B – Recommend City Council approve payment of Newkirk invoice 1010914 for emergency repair services to trouble shoot and replace failed underground cables from the City of Portland – Board of Light and Power Frank Jenkins Power Plant to the outdoor switch cabinet that ties to the distribution system. The breakdown of costs is \$35,071.39 in materials and \$14,498.40 in labor. The total invoiced cost of the emergency repair is \$49,569.79.



PURCHASE ORDER

City of Portland

P.O. 14525

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

VENDOR Newark

DATE: 4/30/24

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>underground cable</u>	<u>582.539. 931</u>		<u>49,569.79</u>
<u>repair at</u>			
<u>power plant</u>			
DEPARTMENT HEAD (UP TO \$500) <u>[Signature]</u>		TOTAL	<u>49,569.79</u>

Please
Transfer \$ 25,000 from 582.539.933 and \$ 25,000 from
582.539.977

[Signature]
Treasurer Initials

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

Remit To:
Newkirk Electric Associates, Inc.
1875 Roberts Street
Muskegon, MI 49442

Main: 231.722.1691

Fax: 231.722.1690

www.newkirk-electric.com



City of Portland
259 Kent Street
Portland, MI 48875

Invoice 1010914

DATE: April 9, 2024

CONTRACT ID: 120-0640

PROJECT MANAGER: Mike Donahue

CUSTOMER ID: 13743

PO #:

LOCATION: 723 East Grand River Avenue
Portland, MI 48875

PREPARED BY: Brooke Griffes

TERMS: NET NO CASH DISCOUNT. A Service Charge of 1 1/2% per month which is 18% per annum will be charged on accounts after 30 days.

Replace 5KV Cable

- Labor
- Material

11,607.75
37,962.04

Amount due this Invoice

\$49,569.79

Job Status - Weekly Labor by Cost Code Report - No Rates/Amts
Newkirk Electric Associates Inc.

Week Ending Date: 01/01/24 To: 04/12/24

Job: 120-0640 - City of Portland-Replace 5KV Cable

Employee	Employee Name	Timecard Date	Week Ending Date	Regular Hours	Overtime Hours	Doubletime Hours	Total Hours	Reimb Amount	Section	Activity	Cost Type
Section: 000-											
Cost Code: 000-10000-L											
10374	Andrew Skrzycki	01/09/24	01/14/24	5.00	4.50	0.00	9.50	0.00	000-	10000-	L
10815	Andrew Lafrance	01/08/24	01/14/24	8.00	2.00	0.00	10.00	0.00	000-	10000-	L
10815	Andrew Lafrance	01/09/24	01/14/24	8.00	8.00	0.00	16.00	0.00	000-	10000-	L
10815	Andrew Lafrance	01/10/24	01/14/24	8.00	0.00	0.00	8.00	0.00	000-	10000-	L
11053	Zane Lee	01/08/24	01/14/24	8.00	2.00	0.00	10.00	0.00	000-	10000-	L
11053	Zane Lee	01/09/24	01/14/24	8.00	8.00	0.00	16.00	0.00	000-	10000-	L
11565	Jacob Danicek	01/09/24	01/14/24	8.00	8.00	0.00	16.00	0.00	000-	10000-	L
11901	Laban Pollock	01/10/24	01/14/24	8.00	0.00	0.00	8.00	0.00	000-	10000-	L
11910	Mario Gonzalez	01/09/24	01/14/24	8.00	8.00	0.00	16.00	0.00	000-	10000-	L
7309	Brandon Briggs	01/09/24	01/14/24	8.00	8.00	0.00	16.00	0.00	000-	10000-	L
Week Ending Date: 01/14/24				77.00	48.50	0.00	125.50	0.00			
Cost Code: 000-10000-L				77.00	48.50	0.00	125.50	0.00			
Cost Code: 000-10020-L											
7018	Ryan Caauwe	01/10/24	01/14/24	2.00	0.00	0.00	2.00	0.00	000-	10020-	L
Week Ending Date: 01/14/24				2.00	0.00	0.00	2.00	0.00			
Cost Code: 000-10020-L				2.00	0.00	0.00	2.00	0.00			
Section: 000-				79.00	48.50	0.00	127.50	0.00			
Job: 120-0640 - City of Portland-Replace 5KV Cable				79.00	48.50	0.00	127.50	0.00			
Total				79.00	48.50	0.00	127.50	0.00			

Job Status - Cost Transaction Report
Newkirk Electric Associates Inc.

Fiscal Period: 124 - 01/31/24 To: 424 - 04/30/24

	Cat	Description	Supplier/Source	Source	T/Type	Batch	T/Date	Eff/Date	F/Date	Internal Ref	External Ref	Hours	Amount (USD)	Period	This Year	To Date
Job: 120-0640 - City of Portland-Replace 5KV Cable																
Phase:																
Cost Code: 000-10000-M - Base Gen Material - Base Gen Material																
	M	01/09/24, S113834930.003, 13452, Kendall Electric Inc	Kendall Electric Inc	PL	APPO	32820	01/09/24	01/31/24	01/31/24	240101149	S113834930.003	0.00	31,702.93			
	M	01/09/24, S113834930.001, 13452, Kendall Electric Inc	Kendall Electric Inc	PL	APPO	32820	01/09/24	01/31/24	01/31/24	240101152	S113834930.001	0.00	161.88			
	M	01/10/24, S113834930.005, 13452, Kendall Electric Inc	Kendall Electric Inc	PL	APPO	32878	01/10/24	01/31/24	01/31/24	240101313	S113834930.005	0.00	848.35			
	M	01/10/24, S113834930.007, 13452, Kendall Electric Inc	Kendall Electric Inc	PL	APPO	32878	01/10/24	01/31/24	01/31/24	240101323	S113834930.007	0.00	1,039.60			
	M	01/18/24, S113834930.010, 13452, Kendall Electric Inc	Kendall Electric Inc	PL	APPO	33206	01/18/24	01/31/24	01/31/24	240102193	S113834930.010	0.00	568.63			
	M	01/11/24, S113834930.009, 13452, Kendall Electric Inc	Kendall Electric Inc	PL	APPO	33394	01/11/24	01/31/24	01/31/24	240101528	S113834930.009	0.00	750.00			
												0.00	35,071.39	35,071.39	35,071.39	35,071.39
Cost Code: 000-10000-tml - Base Gen Travel Meals - Base Gen Travel Meals																
	O	01/09/24, 185505392, 000105, PNC PCard	PNC PCard	PL	AADJ	33985	02/13/24	02/29/24	02/29/24	240104111	185505392	0.00	78.65			
												0.00	78.65	78.65	78.65	78.65
Phase:																
Job: 120-0640 - City of Portland-Replace 5KV Cable																
Total																
												0.00	35,150.04			
												0.00	35,150.04			
												0.00	35,150.04			



May 14, 2024

S. Tutt Gorman, City Manager

City of Portland

259 Kent Street

Portland, MI 48775

RE: April 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 April 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 horizontal line.

Tony Smith

City of Portland WWTP Superintendent

- **ADMINISTRATIVE REPORT**

The April 2024 Discharge Monitoring Report (DMR) was submitted to the Michigan Department of Environment, Great Lakes and Energy (EGLE). The average influent flow was 256,000 gallons per day. The daily maximum flow was 310,000GPD. The WWTP discharged a total of 7.92MG (million gallons) of final effluent to the Grand River for the month of April and treated a total of 9.45 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. The Western MBBR has been live and proven treatment for a few months now, we are currently flowing wastewater through the Eastern MBBR during working hours in order to seed the media with raw wastewater. The flow going to the Eastern tank is then pumped back to the Western train to ensure full treatment until the Eastern side has proven the required percent BOD removal (Biochemical Oxygen Demand). 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.
- Construction of the Flocc mixer and Rapid mix tanks have been completed and started up, this will allow operations to have a complete mix at the point of chemical treatment for Ferric Chloride and Polymer. Ferric is a new chemical used to precipitate phosphorus and is very costly compared to Ferrous Chloride, which was previously used in our previous process. Polymer is added to aide in solids separation and settling, which in turn also helps remove phosphorus from the waste stream.
- With the Kent St. project in full swing City staff has been balancing needs from two separate construction projects. Staff has been locating lateral connections where they exit the buildings to aide with the excavating process. City staff has been working with the contractors to help remedy some of the elevation issues we have come across with the sanitary laterals.
- City staff televised and inspected two service laterals on Looking Glass Ave
- City staff continues to help contractors in any way possible to keep the upgrade process moving along safely and smoothly.
- Plant operators continued working towards their certifications in April, Austin Avery received his CDL certification for Class B and Tanker Endorsements and Aiden Pung was able to test for his Waste Water "D" license.
- Sludge hauling took place the end of April, and will continue in May. We are looking to haul 420,000 gallons of sludge this cycle. This is a considerable increase in sludge volume due to the inability to decant clear supernatant due to the upgrade process taking place. Once we have the sludge thickener process fully online, we will regain the capability of separating the water from the solids more efficiently.

- **WASTEWATER MAINTENANCE**

- The WWTP staff completed 157 preventative maintenance work orders from our HIPPO computerized maintenance program (CMMS).
- City staff pulled, cleaned and inspected our UV disinfection racks multiple times in April. The new process has created a cloudier effluent at times and the UV treatment hasn't been as effective. We are confident this will clear up as the Eastern MBBR becomes fully online. 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 and staff is currently seeding the Eastern MBBR with raw waste water. The New Keiser process air blower for the Western and Eastern tanks are online.
- Contractors are nearly finished with all of the underground piping. They are currently bringing completed areas up to grade for seeding. The asphalt base has been completed and will complete the finish when the project is near completion.
- 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.
- The piping that connected both of the Final Clarifiers has been upsized from an 8" pipe to a 12" has been completed. This will allow for more flow during a higher flow event.
- Coring piping holes and concrete reconstruction of the Eastern MBBR are completed. Plumbing and pipe fitting are completed and seeding of Eastern MBBR is underway.
- 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 April. 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 April 2024. The average influent flow during this period was 315,000 gallons per day and the average effluent flow during this period was 264,000 gallons per day. We had (10) days with measurable precipitation which totaled 2.74 inches. The influent flow is higher than the effluent flow due to solids removal and due to recycle flows which are measured twice.



April 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	%	mg/l	mg/l			su	mg/l	COLIFORM	NITROGEN
	7-day		7-day		Rem.	7-day		7-day		Rem.	7-day		7-day		Rem.			cts/100 ml	7-day	mg/l	lbs/day	
	Avg		Avg			Avg		Avg			Avg		Avg					GEO				
1																						
2	9.0		17.8		98	6.0		11.8		99	4	0.550	1.1	92	7.2	7.1		132				
3	9.2		18.9		97	8.4		17.2		97	6.8	0.706	1.4	87	7.3	7.1		30				
4	10.8		22.2		94	9.2		18.9		96	7.6	0.978	2.0	85	7.4	6.8		60				
5																						
6																						
7		9.7		19.6			7.9		16.0											62		
8		9.7		19.6			7.9		16.0											62		
9	10.8	10.3	24.1	21.7	99	13.6	10.4	30.4	22.2	96	7.9	1.500	3.4	85	7.3	6.1		240		76		
10	10.8	10.8	22.9	23.1	89	18.0	13.6	38.1	29.2	91	9.0	1.310	2.8	81	7.1	5.7		120		120		
11	10.8	10.8	23.2	23.4	96	17.0	16.2	36.6	35.0	92	12.0	0.619	1.3	90	6.9	5.0		120		151		
12		10.8		23.4			16.2		35.0											151		
13		10.8		23.4			16.2		35.0											151		
14		10.8		23.4			16.2		35.0											151		
15		10.8		23.4			16.2		35.0											151		
16	13.4	11.7	29.1	25.1	89	30.0	21.7	65.1	46.6	88	21.0	1.130	2.5	86	6.9	6.5		124		121		
17	10.6	11.6	26.0	26.1	89	21.0	22.7	51.5	51.0	90	17.0	0.595	1.5	91	7.0	6.2		120		121		
18	10.9	11.6	25.7	26.9	96	15.0	22.0	35.4	50.6	92	3.5	0.561	1.3	90	7.1	5.7		108		117		
19		11.6		26.9			22.0		50.6											117		
20		11.6		26.9			22.0		50.6											117		
21		11.6		26.9			22.0		50.6											117		
22		11.6		26.9			22.0		50.6											117		
23	11.3	10.9	26.6	26.1	97	28.0	21.3	65.8	50.9	94	17.0	0.860	2.0	92	7.2	6.2		120		116		
24	11.5	11.2	25.4	25.9	97	33.0	25.3	72.9	58.0	89	20.0	0.659	1.5	92	6.5	6.4		114		114		
25	11.8	11.5	25.4	25.8	96	14.0	25.0	30.1	56.3	95	14.0	0.719	1.5	91	6.5	5.9		128		121		
26		11.5		25.8			25.0		56.3											121		
27		11.5		25.8			25.0		56.3											121		
28		11.5		25.8			25.0		56.3											121		
29		11.5		25.8			25.0		56.3											121		
30	9.6	11.0	20.3	23.7	98	12.8	19.9	27.1	43.4	96	9.6	0.614	1.3	89	6.6	6.5		93		111		
31		10.7		22.8			13.4		28.6											109		
M/M																						
TL																						
GA																						
ME	10.8		23.7		95	17.4		38.5		93	11.5	0.83	1.8	88	7	7.0		106.1		####	####	
WGA																						
WA																						
M/M = Maximum/Minium; TL = Total; GA = Geometric Average; ME = Mean Average; WGA = Weighted Geometric Average; WA = Weighed Avg.																						
REMARKS: Plant dumped on, totten smell throughout the plant on 4/9/24, lingered for 2 days, phos and fecal spiked																						

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

City of Portland, MI

April 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 Effluent	7-day Avg	Total Influent	7-day Avg	Peak mgd	Min mgd			mg/l	lbs/day	mg/l	lbs/day		mg/l	lbs/day	
	Code	Inches	mgd	mgd	mgd	mgd	mgd	mgd										
1	34	0.32	0.201		0.270		0.49	0.25										1
2	34	0.29	0.237		0.283		0.49	0.27	12.4	7.9	402.5	949	476	1122	392	7.1	17	2
3	23	0.00	0.246		0.298		0.49	0.28	12.6	7.9	367.5	915	240	597	208	5.3	13	3
4	234	0.02	0.247		0.300		0.51	0.29	12.2	7.9	166.7	417	228	571	192	6.3	16	4
5	2,3	0.00	0.257		0.299		0.48	0.27										5
6	1	0.00	0.265		0.306		0.61	0.27										6
7	1	0.00	0.285	0.248	0.326	0.297	0.64	0.30										7
8	1,2	0.00	0.248	0.221	0.297	0.261	0.57	0.30										8
9	1	0.00	0.268	0.259	0.315	0.306	0.60	0.27	14.7	7.7	760	1997	310	814	242	10.0	26	9
10	1	0.00	0.254	0.261	0.306	0.307	0.52	0.25	13.1	7.1	94.2	240	200	510	180	6.8	17	10
11	3,4	0.83	0.258	0.262	0.307	0.308	0.50	0.30	15.0	7.3	287.5	736	224	574	208	6.5	17	11
12	234	0.00	0.290	0.267	0.328	0.312	0.54	0.22										12
13	12	0.00	0.292	0.271	0.328	0.315	0.65	0.25										13
14	1,2	0.00	0.310	0.274	0.343	0.318	0.60	0.30										14
15	1	0.00	0.268	0.277	0.328	0.322	0.55	0.27										15
16	2,3,4	0.02	0.260	0.276	0.326	0.324	0.54	0.29	13.2	7.3	122.8	334	252	685	224	8.1	22	16
17	2,3,4	0.37	0.294	0.282	0.342	0.329	0.67	0.30	15.5	7.6	100.9	288	200	570	176	6.4	18	17
18	3,4	0.15	0.283	0.285	0.333	0.333	0.65	0.33	15.2	7.7	250	694	184	511	168	5.9	16	18
19	23	0.00	0.282	0.284	0.338	0.334	1.52	0.31										19
20	2	0.00	0.272	0.281	0.314	0.332	0.58	0.35										20
21	2	0.00	0.278	0.277	0.318	0.328	0.61	0.30										21
22	23	0.00	0.256	0.275	0.316	0.327	0.81	0.35										22
23	234	0.34	0.282	0.278	0.324	0.327	0.97	0.20	14.7	7.8	370	1001	460	1245	376	11.1	30	23
24	2,3	0.00	0.265	0.274	0.319	0.323	0.54	0.30	13.4	7.1	335	891	312	830	248	8.2	22	24
25	27	0.00	0.258	0.270	0.323	0.322	0.58	0.25	13.5	6.3	274	739	292	788	260	8.0	22	25
26	2,3	0.00	0.237	0.264	0.306	0.317	0.50	0.32										26
27	3,4	0.15	0.272	0.264	0.301	0.316	0.55	0.30										27
28	34	0.25	0.285	0.265	0.320	0.316	1.55	0.33										28
29	23	0.00	0.223	0.260	0.304	0.314	0.55	0.35										29
30	3	0.00	0.253	0.256	0.325	0.314	0.65	0.28	15.0	7.3	387.5	1052	356	966	308	5.3	14	30
31				0.218		0.269												31
TL		2.74	7.924		9.446		19.51	8.30	180.5	89.8								
MAX																		
ME		0.09	0.264		0.315		0.65	0.29	13.9	7.5	301	767	287	753	245	7.3	19	
REMARKS:																		

City of Portland, MI

April 2024

ACTIVATED SLUDGE

DAY	Aeration Volume	Detent. Time	CRT Days	Organic Loading	MLSS	MLVSS	SETT.	SVI	DO	AIR SUPPLY	RASS	RASVS	WAS	WAS	Air Volume
	KCF	Hours		F/M	mg/l	mg/l	%		mg/l	CuFt./D	g/100 ml	g/100 ml	gal	lbs	
1	24	15.9	#DIV/0!						6.1	1.44			28.50	0	10
2	24	15.2	#DIV/0!						8.0	1.44			0.00	0	10
3	24	14.4	#DIV/0!						8.0	1.44			0.00	0	10
4	24	14.3	#DIV/0!						8.4	1.44			0.00	0	10
5	24	14.4	#DIV/0!						7.4	1.44			0.00	0	10
6	24	14.0	#DIV/0!						6.0	1.44			0.00	0	10
7	24	13.2	#DIV/0!						6.0	1.44			0.00	0	10
8	24	14.5	#DIV/0!						5.5	1.44			33.60	0	10
9	24	13.6	#DIV/0!						7.3	1.44			0.00	0	10
10	24	14.0	#DIV/0!						4.9	1.44			0.00	0	10
11	24	14.0	#DIV/0!						6.9	1.44			0.00	0	10
12	24	13.1	#DIV/0!						7.7	1.44			0.00	0	10
13	24	13.1	#DIV/0!						6.8	1.44			0.00	0	10
14	24	12.5	#DIV/0!						6.3	1.44			0.00	0	10
15	24	13.1	#DIV/0!						3.1	1.44			34.80	0	10
16	24	13.2	#DIV/0!	9128.45	0.0354	0.0245	4	113	6.2	1.44			0.00	0	10
17	24	12.6	#DIV/0!	9496.60	0.027	0.0203	5	185	6.8	1.44			0.00	0	10
18	24	12.9	#DIV/0!						7.1	1.44			0.00	0	10
19	24	12.7	#DIV/0!						6.1	1.44			0.00	0	10
20	24	13.7	#DIV/0!						5.8	1.44			0.00	0	10
21	24	13.5	#DIV/0!						6.4	1.44			0.00	0	10
22	24	13.6	#DIV/0!						5.0	1.44			22.56	0	10
23	24	13.2	#DIV/0!						5.5	1.44			0.00	0	10
24	24	13.5	#DIV/0!						7.2	1.44			0.00	0	10
25	24	13.3	#DIV/0!						7.3	1.44			0.00	0	10
26	24	14.0	#DIV/0!						4.6	1.44			25.92	0	10
27	24	14.3	#DIV/0!						3.3	1.44			0.00	0	10
28	24	13.4	#DIV/0!						5.4	1.44			0.00	0	10
29	24	14.1	#DIV/0!						4.1	1.44			24.36	0	10
30	24	13.2	#DIV/0!						6.1	1.44			0.00	0	10
31	24	#DIV/0!	#DIV/0!							1.44				0	10
TL													169.74	0	
ME	24	#DIV/0!	#DIV/0!	9312.52	0	0	5	149	6.2	1.44	#DIV/0!	#DIV/0!	5.66	0	
REMARKS:															

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

April 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	n	54.0	3500	128				468	0.0
2	y		3700	128	86	10	33	351	0.0
3	y		3800	120				234	0.0
4	y		3800	128	102	10	47	234	0.0
5	y		3100	112				234	0.0
6	n		2700	120				234	0.0
7	n		2100	112				234	0.0
8	n		1200	112	220	19	62	234	0.0
9	y		1100	104				281	0.0
10	y		1000	112				351	0.0
11	y		2600	104	38	15	45	468	0.0
12	n		2400	112				281	0.0
13	n		1500	112				281	0.0
14	n		700	96	35	14	40	281	0.0
15	n		1100	120				281	0.0
16	y	108.0	700	112				351	0.0
17	y		800	104	33	15	37	552	0.0
18	y		1700	120				552	0.0
19	y		2800	112				414	0.0
20	n		3500	120				414	0.0
21	n		3100	96				414	0.0
22	n		600	96				414	0.0
23	y	27.0	1400	112	80	29	37	552	0.0
24	y		3100	120				552	0.0
25	y		2500	144				497	0.0
26	y		900	144				497	0.0
27	n		0	136				497	0.0
28	n		700	136	57	24	131	497	0.0
29	n		500	120				497	0.0
30	y	40.5	900	176	19	10	23	497	0.0
31									
TL		229.5	57500.0	3568	670	146	455	11644	0.0
ME		57.4	1917	119	74	16	51	388	0.0
	REMARKS:								
	Total lbs are figured by multiplying the monthly average by the number of days in the month.								

City of Portland, MI

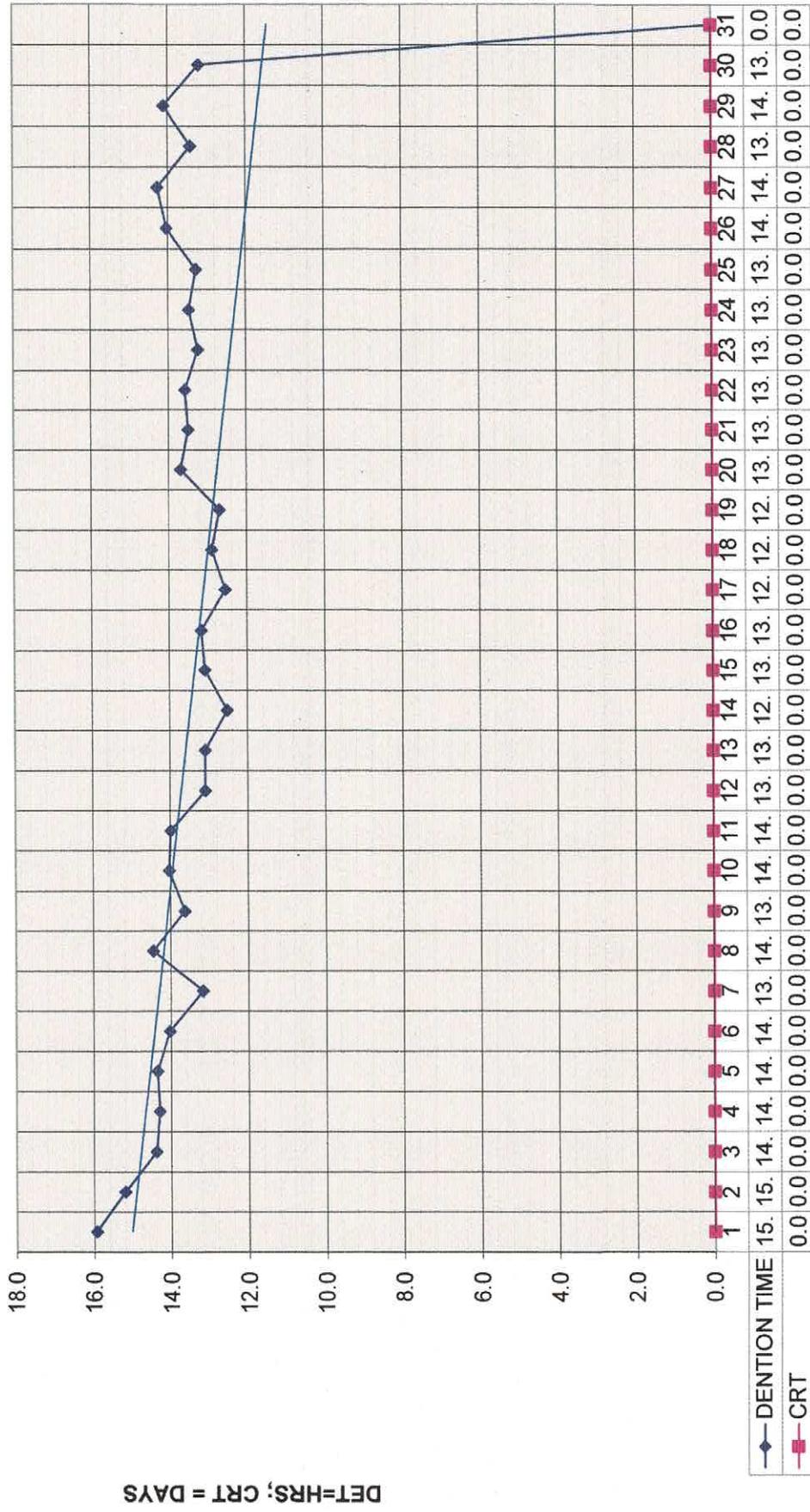
April 2024

SOLIDS DISPOSAL

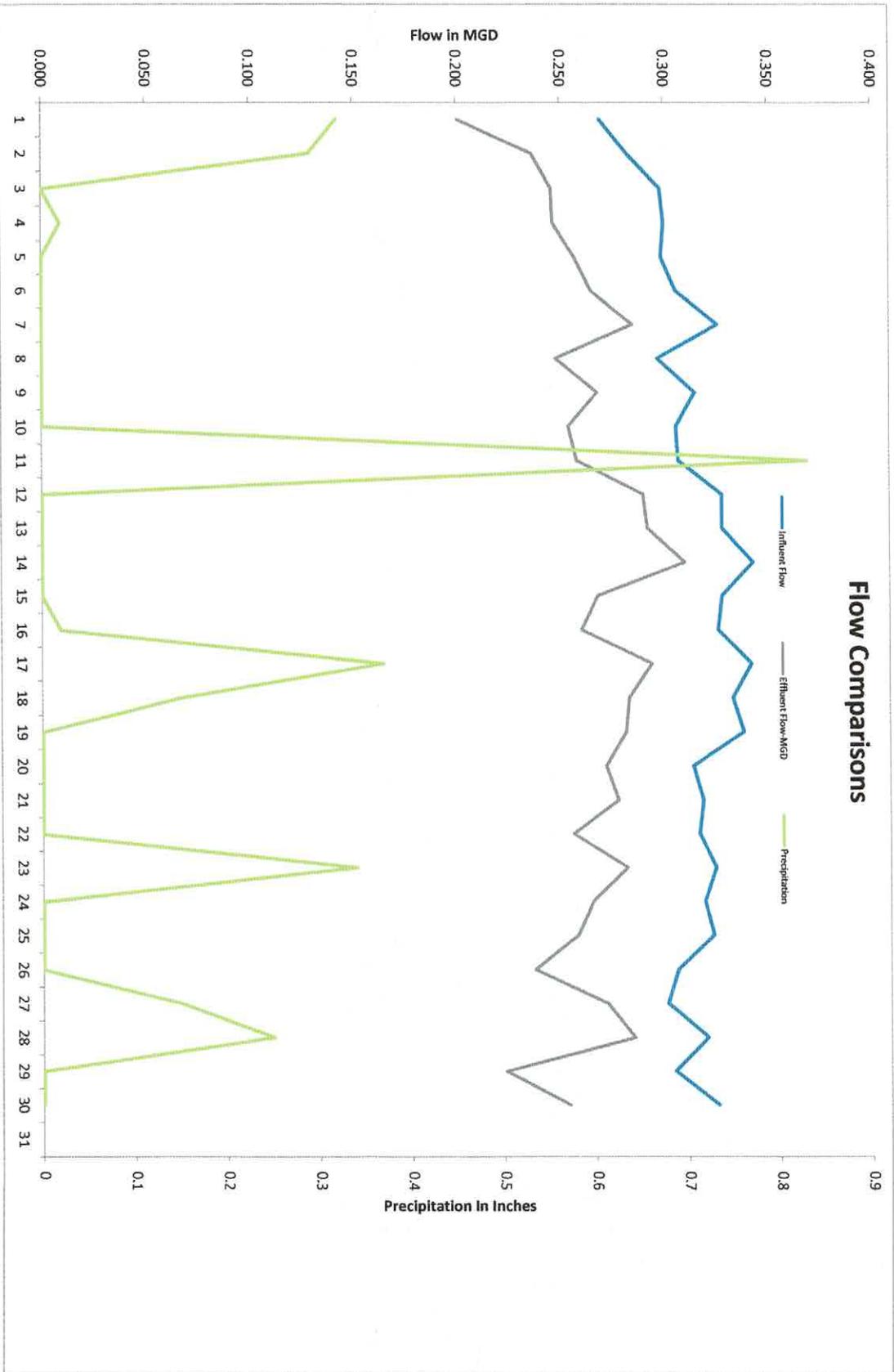
DAY	SUPERNATANT							BIOSOLIDS DISPOSAL					SITE #	DRY TONS APPLIED.
	AMT.	PH	TOTAL	VOL.	SUSP.	Phosp.	PHOSP.	SOLIDS	AMOUNT	TOTAL	VOL.			
			SOLIDS	SOLIDS	SOLIDS			TO BED	HAULED	SOLIDS	SOLIDS			
	gal.		%	%	mg/l	mg/l	lbs	lbs	gal	%	%			
1	0							0.0						
2	0							0.0						
3	0							0.0						
4	0							0.0						
5	0							0.0						
6	5460							0.0						
7	4080							0.0						
8	0							0.0						
9	0							0.0						
10	0							0.0						
11	0							0.0						
12	3720							0.0						
13	6840							0.0						
14	6000							0.0						
15	0							0.0						
16	0							0.0						
17	420							0.0						
18	480							0.0						
19	2580							0.0						
20	2700							0.0						
21	0							0.0						
22	0							0.0						
23	0							0.0						
24	0							0.0						
25	0							0.0						
26	0							0.0						
27	5040							0.0						
28	0							0.0						
29	0							0.0						
30	0							0.0						
31	0							0.0						
TL	37320							0.0	0					
ME														

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

DETENTION & CRT



Flow Comparisons



IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
MAY 14, 2024 – 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve Administrators Travel Voucher
- VII. Unfinished Business**
- VIII. New Business**
 - A. Appointment to the Commission on Aging Board
 - Mary Montgomery-Colvin, 3 year term
 - B. Request Approval of Ionia County Community Corrections FY25 Grant Application-Selina Schmidt
 - C. Resolution to Review and Approve the FY2025 Community Corrections Grant Application-Selina Schmidt
 - D. Request to Appoint New Remonumentation Grant Administrator-Rhonda Lake (Written Presentation Only)
 - E. Request Approval for Environmental Health Software Update-Chad Shaw
 - F. Request Approval to Purchase a new Marine Patrol Boat-Sheriff Noll
 - G. Request to Replace Two of Four Riverside Truck Barn Radiant Tube Heaters-Linda Pigue
 - H. Request to replace the Jordan Lake Floor Drain-Linda Pigue
 - I. Request Approval to Lease Motor-Grader- Linda Pigue
 - J. Request to Establish Road Name for Private Road-Linda Pigue
 - K. Request to Accept Bid for Slag Stone-Linda Pigue
 - L. Request to Accept Bid for Limestone-Linda Pigue

M. Request to Appoint a member of the Board of Commissioners as the Ionia County representative on the Local Development Finance Authority (LDFA)-Patrick Jordan

N. Request to replace eight ceiling stone to Portico repair increasing the project to \$21,500-Rod Steel

IX. Department Reports

- A. Register of Deeds-Written Report Only
- B. Community Mental Health
- C. Clerk's Office
- D. Health Department
- E. Treasurer

X. Reports of Officers, Boards, and Standing Committees

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

XI. Reports of Special or Ad Hoc Committees

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

XIII. Closed Session

- A. Bargaining Group Planning

XIV. Adjournment

Board and/or Commission Vacancies

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

Appointments for consideration in the month of May 2024:

- NONE

Appointments for consideration in the month of June 2024:

- Solid Waste