



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

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

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order by Mayor Barnes</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	V. <u>Interim City Manager Report</u>	
	VI. <u>Presentations</u> - None	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:10 PM	A. Proposed Resolution 24-48 (A) Approving and Authorizing Execution of Two Easement Agreements with Tri-County Electric Cooperative	Decision
7:12 PM	B. Proposed Resolution 24-57 Approving River Trail Renovation and Awarding the Project to CL Trucking & Excavating, LLC	Decision
7:15 PM	C. Proposed Resolution 24-58 Approving Payment to F&V Construction for Work Performed for the Wastewater Treatment Plant Project	Decision
7:18 PM	D. Proposed Resolution 24-59 Approving the Lease/Purchase of a New Power Cot, Power Loads, and a Lucas for the Ambulance Department	Decision
7:20 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes and Synopsis of the Regular City Council Meeting held on July 1, 2024	
	B. Payment of Invoices in the Amount of \$146,504.85 and Payroll in the Amount of \$178,106.05 for a Total of \$324,610.90	
	C. Purchase Orders over \$5,000.00	
	1. Portland Police Department in the Amount of \$6,500.00 for the Purchase of a 2017 Ford Explorer for the Electric Department	
	2. Portland Area Fire Authority in the Amount of \$36,013.31 for 1 st Quarter Fire Services	
	XI. <u>Communications</u>	
	A. Fleis & VandenBrink Status Report – July 11, 2024	
	B. Water Department Report for June 2024	

Estimated Time
7:22 PM
7:25 PM
7:30 PM
7:35 PM

- C. Ionia County Board of Commissioners Agenda for July 9, 2024
- D. MPSC Notice of Hearing for Consumers Energy

- XII. **Other Business** – None
- XIII. **Interim City Manager Comments**
- XIV. **Council Comments**
- XV. **Adjournment**

Desired Outcome
Decision

**CITY COUNCIL
CITY OF PORTLAND**

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

RESOLUTION NO. 24-48 (A)

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

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

WHEREAS, it is necessary for the completion of the Improvements that the Grantee obtain limited right-of-way easements affecting portions of 163 Kent Street, Portland, MI 48875, commonly known as Scout Park, (Parcels #34-300-050-000-310-00 and #34-300-050-000-320-00), which are all owned by the City (collectively, the “Properties”); and

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

WHEREAS, the City’s Electric Department has reviewed the proposed construction pathway and location of the easements and recommended approval of the Agreements, attached hereto as Exhibits A and B.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 15, 2024

Monique I. Miller, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Portland, Michigan (the “City”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City at a regular meeting held on July 15, 2024, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

DATED: July 15, 2024

Monique I. Miller, City Clerk

Permanent Easement for Right of Way

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

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

This easement is exempt from real estate transfer taxes pursuant to MCL 207.505 (h) and MCL 207.526 (h)(i)

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

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

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons

_____.

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons (attached as Exhibit B).

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

Witnessed by

Grantor(s)

Sign here _____

Print or type _____

STATE OF MICHIGAN

County of _____ SS

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

Notary Public

Print or Type Notary Name

Notary Public, State of Michigan, County of _____

My Commission expires: _____

Acting in the county of: _____

Corporations

STATE OF MICHIGAN

County of _____ SS

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

Notary Public

Print or Type Notary Name

Notary Public, State of Michigan, County of _____

My Commission expires: _____

Drafted by and when recorded return to:

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

EXHIBIT "A"
PROPERTY AND EASEMENT AREA

Parcel # 34-300-050-000-310-00
Situating in the Township of Portland, County of Ionia, State of
Michigan, recorded in Liber _____ and Page _____, more particularly described as follows:

CITY OF PORTLAND: THE S 22 FT OF LOT 68 and PART OF LOT 69 DESC. AS COM AT THE NW CRN LOT 69. TH: SLY ALG E LI
KENT ST 22 FT. TH: SE AT R/ANGLE 64 FT. TH: NELY AT R/A 12 FT. TH: SELY 10 FT AT R/A PARL TO N LOT LINE. TH: SWLY 33.17
FT PARL WITH KENT ST. TH: SELY 8 FT AT R/A. TH: NELY 33.17 FT AT R/A TH: SELY 58 FT AT R/A PARL TO N LOT LINE TO W
LINE MAPLE ST. TH: NELY 10 FT ALG W LI MAPLE ST. TH: NWLY 140 FT AT R/A TO ST. TO POB. .126569 AC. ORIGINAL PLAT
T6N R52

HomeWorks Office Use: **F**

Service Loc # _____

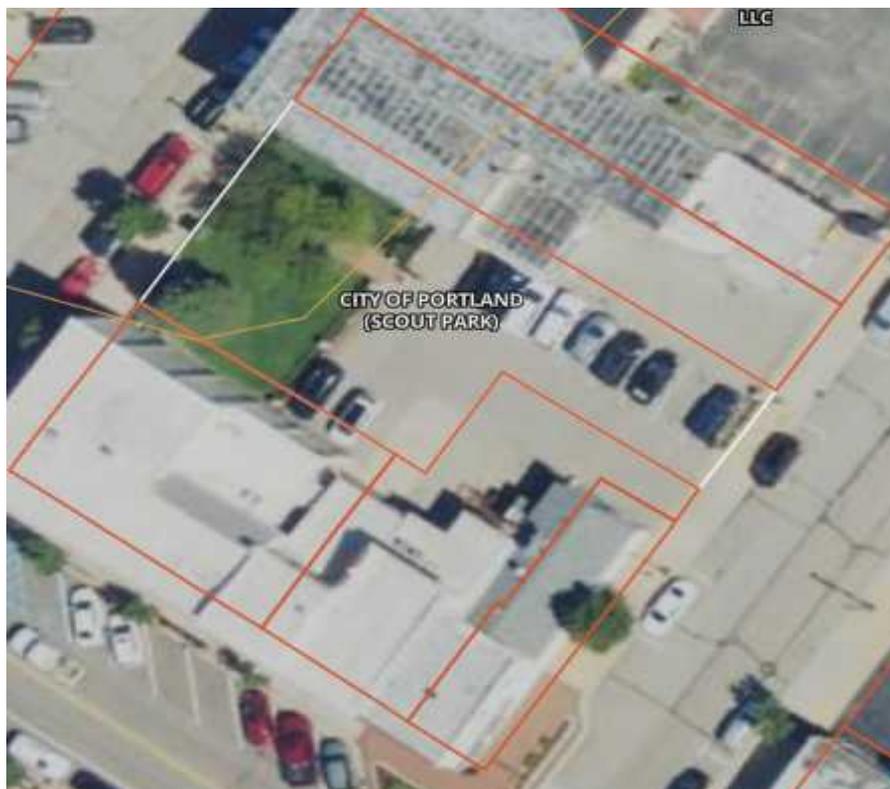
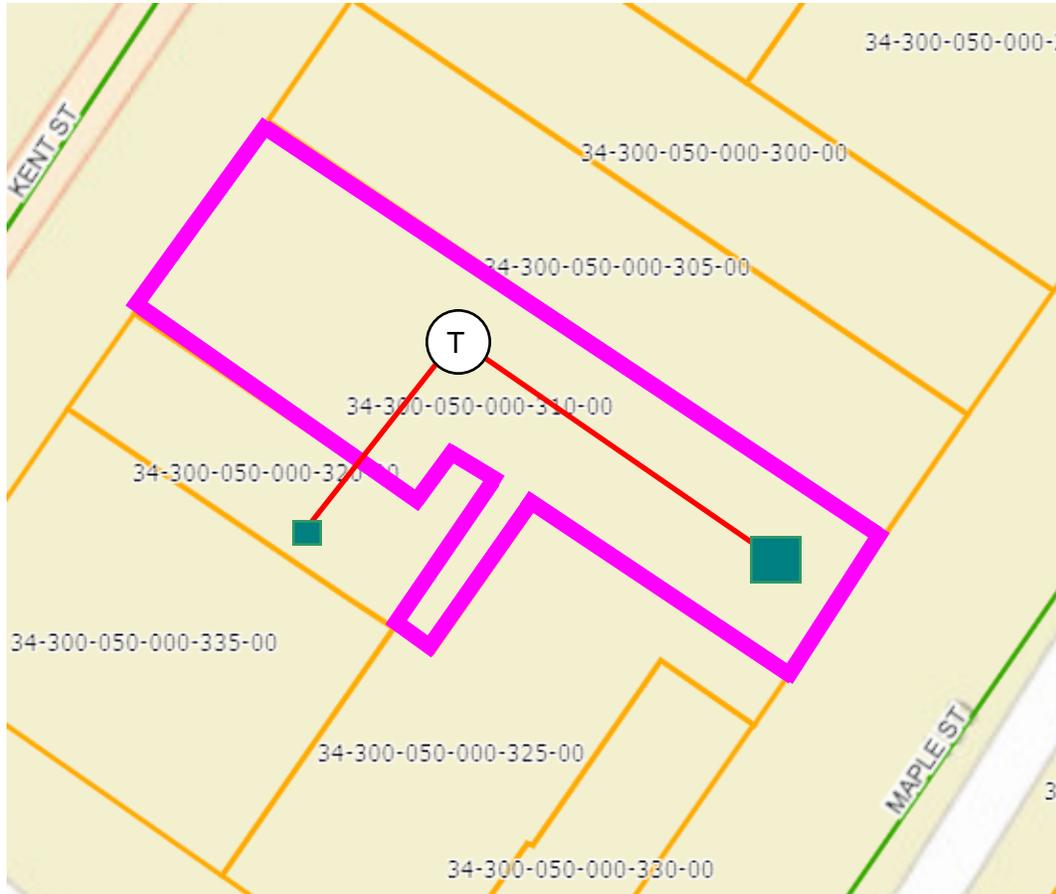
Account _____

County _____ Quad _____

Twp/Sec _____ / _____

Pole#: _____

EXHIBIT "B"



Parcel 34-300-050-000-310-00 as well as approximate location of proposed construction. Satellite image shown for parcel reference

Permanent Easement for Right of Way

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

This easement is exempt from real estate transfer taxes pursuant to MCL 207.505 (h) and MCL 207.526 (h)(i).

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

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

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons

_____.

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons (attached as Exhibit B).

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

Witnessed by

Grantor(s)

Sign
here _____

Print or
type _____

STATE OF MICHIGAN

County of _____ SS

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

Notary Public

Print or Type Notary Name

Notary Public, State of Michigan, County of

My Commission expires:

Acting in the county of:

Corporations

STATE OF MICHIGAN

County of _____ SS

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

Notary Public

Print or Type Notary Name

Notary Public, State of Michigan, County of

My Commission expires:

Drafted by and when recorded return to:

Missy Robson

HomeWorks Tri-County Electric

7973 E. Grand River Ave.

Portland MI 48875

Phone: 1-800-848-9333.

Fax to: 517-647-4856 or e-mail: tricoenergy@homeworks.org

EXHIBIT "A"
PROPERTY AND EASEMENT AREA

Parcel # 34-300-050-000-320-00
Situating in the Township of Portland, County of Ionia, State of
Michigan, recorded in Liber _____ and Page _____, more particularly described as follows:

CITY OF PORTLAND PART OF LOT 69 COM ON E SIDE KENT ST. 22FT S FROM NW COR OF LOT 69 TH ELY 64FT NLY 12FT ELY
10FT SLY 38FT WLY 74FT TO KENT ST. TH NLY TO BEG. ORIGINAL PLAT

HomeWorks Office Use: **F**

Service Loc # _____

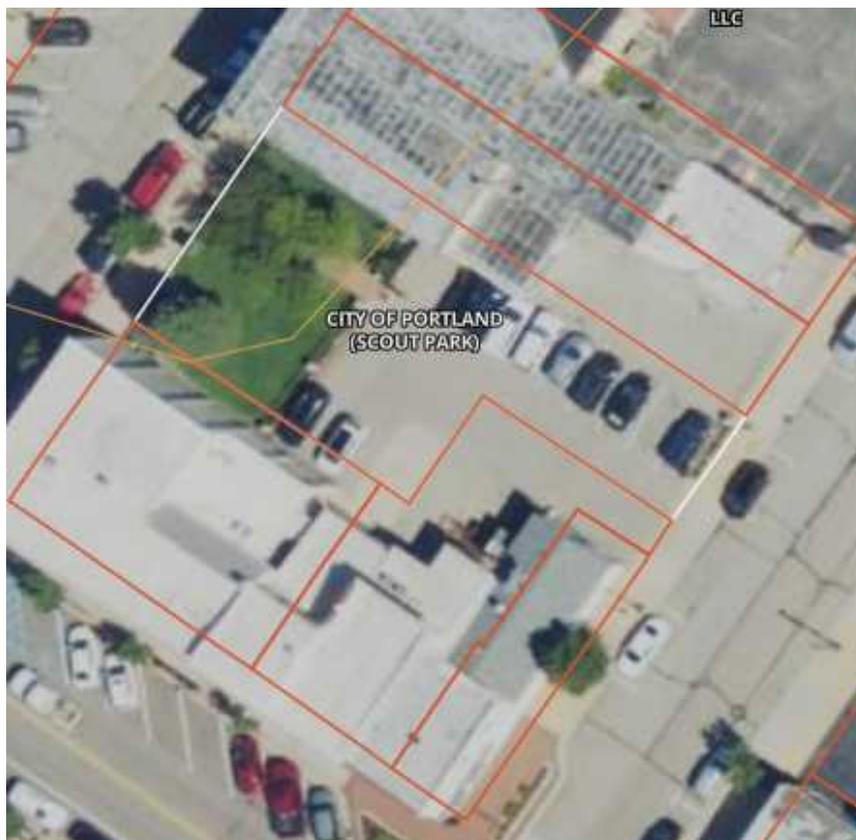
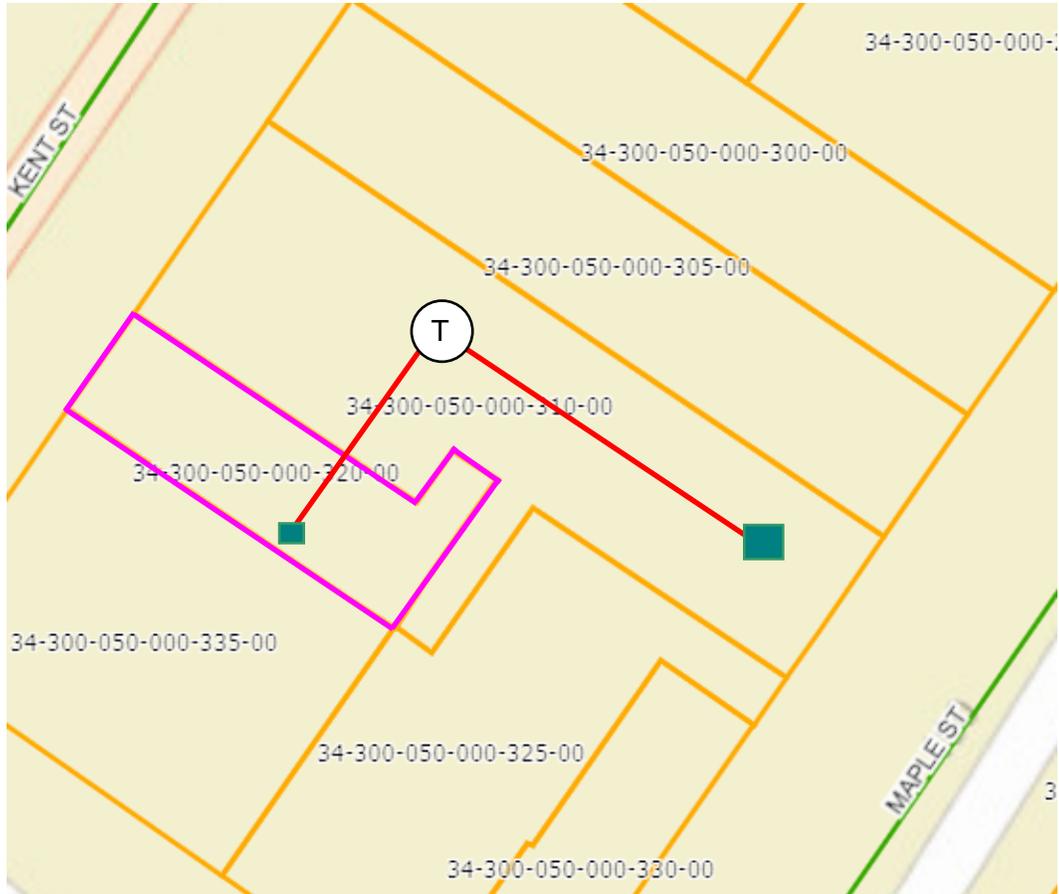
Account _____

County _____ Quad _____

Twp/Sec _____ / _____

Pole#: _____

EXHIBIT "B"



Parcel 34-300-050-000-320-00 as well as approximate location of proposed construction. Satellite image shown for parcel reference

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-57

**A RESOLUTION APPROVING RIVER TRAIL RENOVATION AND
AWARDING THE PROJECT TO CL TRUCKING & EXCAVATING, LLC**

WHEREAS, the River Trail between Kent Street, along I-96, Market Street, and Canal Street to Bridge Street is in need of repaving; and

WHEREAS, the City of Portland was awarded funding for this project from the Michigan Department of Natural Resources (DNR) Passport Program; and

WHEREAS, Fleis & VandenBrink conducted bid letting services and recommends that the City award the project to CL Trucking & Excavating, LLC, a copy of the recommendation and bid tabulation is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the recommendation from Fleis & VandenBrink to award the project to CL Trucking & Excavating, LLC, a copy of the recommendation and bid tabulation is attached as Exhibit A, contingent on approval by the Michigan Department of Natural Resources (DNR).
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: July 15, 2024

Monique I. Miller, City Clerk

RECOMMENDATION OF AWARD

July 11, 2024

Via Email: nbrown@portland-michigan.org

Neil Brown, Director of Parks, Recreation & Cemetery
City of Portland
259 Kent Street
Portland, MI 48875

RE: City of Portland - River Trail Renovation

Dear Neil,

As you are aware, we received bids for the River Trail Renovation project on July 9, 2024. A total of four bids were received, and a tabulation is attached. The low bid is from CL Trucking & Excavating, LLC in the amount of \$217,880.00. We have worked with CL Trucking & Excavating, LLC on previous projects, including a number of them for the City, and are confident that can successfully complete the project.

The bids were all above our Engineer's Estimate for the project, and the primary difference is the cost of the asphalt paving. Asphalt pricing can be volatile, as it is directly related to the price of oil, however, we had been seeing it stabilize in recent months. We have identified two areas for potential savings on the project:

1. The bid includes restoration of grass shoulders along the new paving, approximately 2 feet on each side of the trail. Based on a conversation with CL and similar projects in the City, we feel that item can be eliminated from the project – if any shoulder restoration work is needed, it can be done by City staff. That change would result in a savings of \$13,920.00, bringing the net total down to \$203,960.00.
2. CL is working with their paving subcontractor to determine whether changing to a different asphalt mix that still meets the project requirements would produce any additional savings. Those conversations are still in process and will continue. If the savings warrant a change in mix, we will prepare a Change Order to realize the additional savings.

Based on the above, we recommend an award to CL Trucking & Excavating, LLC in the amount of \$217,880.00. The contract will be written at the as-bid amount along with a Change Order that will remove the shoulder restoration, bringing the cost down to \$203,960.00.

Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P.E.
Project Manager

Enclosure

Cc: Nikki Miller, City Clerk
Doug Terry, Interim City Manager

City of Portland
River Trail Renovation



Project No.: 865390
By: JWM
Date: 7/10/2024

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	Engineer's Estimate		CL Trucking & Excavating, LLC		Michigan Paving & Materials Co.		McKearney Asphalt & Sealing, Inc		Leavitt & Starck Inc.	
				ESTIMATED UNIT PRICE	ESTIMATED AMOUNT	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	General Conditions, Bonds and Insurance, Max 5%	LSum	1	\$ 6,800.00	\$ 6,800.00	\$ 10,850.00	\$ 10,850.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,954.00	\$ 12,954.00
2	Temporary Traffic Control	LSum	1	\$ 2,500.00	\$ 2,500.00	\$ 16,910.00	\$ 16,910.00	\$ 28,500.00	\$ 28,500.00	\$ 3,500.00	\$ 3,500.00	\$ 7,875.00	\$ 7,875.00
3	HMA Base Crushing and Shaping	Syd	8,000	\$ 2.50	\$ 20,000.00	\$ 2.90	\$ 23,200.00	\$ 3.75	\$ 30,000.00	\$ 4.00	\$ 32,000.00	\$ 3.91	\$ 31,280.00
4	HMA, 36A (or equal)	Ton	1,000	\$ 125.00	\$ 125,000.00	\$ 153.00	\$ 153,000.00	\$ 145.00	\$ 145,000.00	\$ 155.00	\$ 155,000.00	\$ 169.05	\$ 169,050.00
5	Turf Establishment	Syd	3,200	\$ 4.00	\$ 12,800.00	\$ 4.35	\$ 13,920.00	\$ 4.35	\$ 13,920.00	\$ 11.00	\$ 35,200.00	\$ 15.90	\$ 50,880.00
				Total:	\$ 167,100.00		\$ 217,880.00		\$ 225,920.00		\$ 235,700.00		\$ 272,039.00

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-58

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

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

WHEREAS, F&V Construction has performed work in accordance with the design-build agreement and has submitted a request for payment in the amount of \$754,321.16, a copy of which is attached as Exhibit A.

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the pay request from F&V Construction for work performed for the wastewater treatment plant project in the amount of \$754,321.16, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 15, 2024

Monique I. Miller, City Clerk

To (Owner):	City of Portland 259 Kent Street Portland, MI 48875	Project:	Wastewater System Improvements CWSRF No. 5758-01	Invoice No.:	2273
				Application No.:	29
				Application Date:	June 30, 2024
DESIGN-BUILDER:	F&V Construction 2960 Lucerne Drive SE Grand Rapids, MI 49546			Period to:	June 30, 2024
				FVC Proj No.:	1221
				Contract Date:	December 23, 2021

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY

Change Orders Approved	ADDITIONS	DELETIONS
Change Order No. 1	\$ 28,649.69	\$ -
Change Order No. 2	\$ 14,723.00	\$ -
Change Order No. 3	\$ 6,836.00	\$ -
Change Order No. 4	\$ 21,544.00	\$ -
Change Order No. 5	\$ 1,887,894.00	\$ -
Change Order No. 6	\$ -	\$ (32,116.76)
TOTALS	\$ 1,959,646.69	\$ (32,116.76)
Approved this Month		
TOTALS	\$ -	\$ -
Net Change by Change Orders	\$ 1,959,646.69	\$ (32,116.76)

1. ORIGINAL CONTRACT SUM	\$ 12,750,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 1,927,529.93
3. ADJUSTED CONTRACT SUM TO DATE	\$ 14,677,529.93
(Line 1 + Line 2)	
4. TOTAL COMPLETED & STORED TO DATE	\$ 12,381,035.24
5. RETAINAGE	\$ 100,000.00
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 12,281,035.24
7. LESS PREVIOUS PAYMENTS	\$ 11,526,714.08
8. CURRENT PAYMENT DUE	\$ 754,321.16
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 2,396,494.69
(Line 3 - Line 4 + Line 5)	

AMOUNT CERTIFIED

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

\$ 754,321.16

DESIGN-BUILDER:

Cory Turner

By: _____ Date: June 30, 2024

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

APPROVALS:

By: _____ Date: _____
CITY OF PORTLAND

CERTIFICATE FOR PAYMENT

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

Payment Application No. 29

City of Portland | Wastewater System Improvements, CWSRF No. 5758-01

Contract No.	Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previously Invoiced	Work Completed this Period	Total Completed to Date	Balance to Finish	Percent Complete
C1	Site Work & Excavation	\$ 1,557,040.00	\$ 1,540,156.00	\$ 3,097,196.00	\$ 1,511,991.25	\$ 54,854.75	\$ 1,566,846.00	\$ 1,530,350.00	51%
C2	Concrete	\$ 684,595.00	\$ 21,172.00	\$ 705,767.00	\$ 687,500.00	\$ 10,000.00	\$ 697,500.00	\$ 8,267.00	99%
C3	General Trades	\$ 656,125.00	\$ 53,373.65	\$ 709,498.65	\$ 709,498.65	\$ -	\$ 709,498.65	\$ -	100%
C4	Painting	\$ 210,568.00	\$ 56,605.00	\$ 267,173.00	\$ 192,229.00	\$ 34,500.00	\$ 226,729.00	\$ 40,444.00	85%
C5	Mechanical	\$ 4,527,209.20	\$ 59,166.39	\$ 4,586,375.59	\$ 4,497,512.36	\$ 80,083.23	\$ 4,577,595.59	\$ 8,780.00	100%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ 60,228.00	\$ 1,132,965.00	\$ 1,095,000.00	\$ 37,965.00	\$ 1,132,965.00	\$ -	100%
C7	Biosolids Storage Tank	\$ 488,780.00	\$ -	\$ 488,780.00	\$ 488,780.00	\$ -	\$ 488,780.00	\$ -	100%
C8	Sanitary Sewer Improvements (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C9	Cured-in-Place Pipe (Not Used)	\$ -	\$ 149,837.00	\$ 149,837.00	\$ -	\$ -	\$ -	\$ 149,837.00	0%
C10	River Crossing (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C11	Masonry	\$ 225,000.00	\$ -	\$ 225,000.00	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	100%
C12	Concrete Demo (Included in C1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C13	Owner's System Integrator WWTP	\$ 49,900.00	\$ 5,750.00	\$ 55,650.00	\$ 46,900.00	\$ 3,000.00	\$ 49,900.00	\$ 5,750.00	90%
	Owner's System Integrator Lift Stations	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	100%
	General Conditions	\$ 313,700.00	\$ 44,000.00	\$ 357,700.00	\$ 315,000.82	\$ 4,299.18	\$ 319,300.00	\$ 38,400.00	89%
	Design-Builder's Fee	\$ 831,800.00	\$ 158,600.00	\$ 990,400.00	\$ 824,492.00	\$ 12,929.00	\$ 837,421.00	\$ 152,979.00	85%
	Basic Services - Design, VE & Pre-Con	\$ 740,000.00	\$ -	\$ 740,000.00	\$ 740,000.00	\$ -	\$ 740,000.00	\$ -	100%
	Basic Services - PM, Admin, SS	\$ 789,800.00	\$ 118,900.00	\$ 908,700.00	\$ 793,400.00	\$ 12,600.00	\$ 806,000.00	\$ 102,700.00	89%
	Design-Builder's Contingency	\$ 602,745.80	\$ (343,758.11)	\$ 258,987.69	\$ -	\$ -	\$ -	\$ 258,987.69	0%
	Contract Total	\$ 12,750,000.00	\$ 1,927,529.93	\$ 14,677,529.93	\$ 12,130,804.08	\$ 250,231.16	\$ 12,381,035.24	\$ 2,296,494.69	84%

Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previously Invoiced	Work Completed this Period	Total Completed to Date	Balance to Finish	Percent Complete
CWSRF No. 5758-01	\$ 12,750,000.00	\$ 39,635.93	\$ 12,789,635.93	\$ 12,130,804.08	\$ 250,231.16	\$ 12,381,035.24	\$ 408,600.69	97%
Other Funds	\$ -	\$ 1,887,894.00	\$ 1,887,894.00	\$ -	\$ -	\$ -	\$ 1,887,894.00	0%

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 24-59

**A RESOLUTION APPROVING THE LEASE/PURCHASE OF A
NEW POWER COT, POWER LOADS, AND A LUCAS FOR THE
AMBULANCE DEPARTMENT**

WHEREAS, the Portland Ambulance Department has purchased a new ambulance that is need of equipping;

WHEREAS, the Portland Ambulance Director recommends the purchase of a new power cot, power loads, and a Lucas to equip the new ambulance, a copy of the quote and sales agreement are attached as Exhibit A; and

WHEREAS, City staff has arranged to structure the purchase as a lease/purchase over 6 years at 7.25% interest; and

WHEREAS, the annual lease/purchase payment will include two payments of \$20,000.00 and four payments of \$25,692.70.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the lease/purchase of a new power cot, power loads, and a Lucas to equip the new ambulance, a copy of the quote and sales agreement 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.

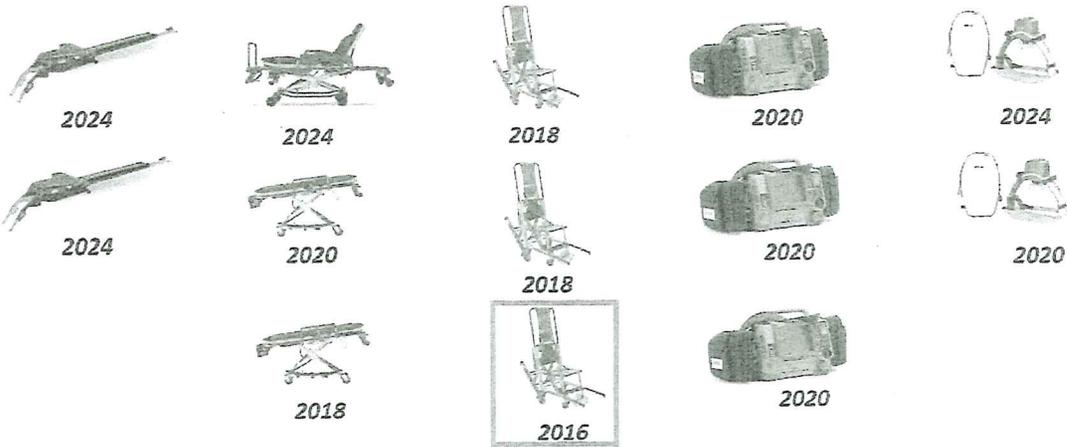
Dated: July 15, 2024

Monique I. Miller, City Clerk

Quote:

Portland Ambulance option 3

 Covered on Service
 Beyond Service Life
 Not Compliant



Equipment	QTY
Power Load	2
Power Pro 2	1
Xpedition	0
Lucas	1
ProCare	

Current Agreement
 2024 – 2025 annual payment = \$19,893.58

New agreement
 2024 – 2029 annual payment = \$25,183.55

Cash purchase price = \$114,838.48

Total annual cost
 + 2024 - \$45,077.13
 + 2025 - \$45,077.13
 + 2026 - \$25,183.55
 + 2027 - \$25,183.55
 + 2028 - \$25,183.55
 + 2029 - \$25,183.55

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332



Date: July 09, 2024

RE: Reference no:0110212300

CITY OF PORTLAND, IONIA COUNTY, MICHIGAN
773 E GRAND RIV AVE
PORTLAND, Michigan 48875

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Conditional Sale Agreement
Exhibit A - Detail of Equipment
State and Local Government Rider

**Conditions of Approval: State and Local Government Rider, Valid Tax Exemption Certificate

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	<u>38-6007243</u>	AP address:	<u>259 Kent St, Portland MI 48875</u>
Purchase order number:	_____	Contact name:	<u>Mindy Tolan</u>
Upfront Payment Check No: (if applicable)	_____	Email address:	<u>citytreasurer@portland-michigan.org</u>
Phone number:	<u>(517) 647-2933</u>		

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

The proposal evidenced by these documents is valid through the last business day of July, 2024.

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Agreement No.: 0110212300

Short Form Conditional Sale Agreement No.0110212300

Owner ("we" or "us"):
 Flex Financial, a division of Stryker Sales, LLC
 1901 Romence Road Parkway
 Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF PORTLAND, IONIA COUNTY, MICHIGAN 773 E GRAND RIV AVE PORTLAND, Michigan 48875	Equipment Location: 773 E GRAND RIV AVE PORTLAND, Michigan 48875 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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Payment information

Number of payments	Payment frequency	Payment amount
2	Annual	\$20,000.00 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below) followed by:
4	Annual	\$25,692.70 (plus applicable sales/use taxes - see "Taxes" section below)

Terms and conditions:

1. Purchase agreement/ acceptance/ payments: You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

2. Ownership/security interest/laws/use/maintenance: Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

3. Taxes: You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

4. Assignment: You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

6. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name: <i>Douglas Terry</i>	
Title: <i>City Manager</i>	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Exhibit A to Short Form Conditional Sale Agreement Number 0110212300

Description of equipment

Customer name: CITY OF PORTLAND, IONIA COUNTY, MICHIGAN

Delivery Location: 773 E GRAND RIV AVE, PORTLAND, Michigan , 48875

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
639005550001	MTS POWER LOAD	2
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	1
11576-000080	BATTERY,LUCAS,DARK GRAY	1
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	1
650705550001	6507 POWER PRO 2, HIGH CONFIG	1
650700450102	ASSEMBLY, POWER CORD, NORTH AM	1
650707000002	KIT, ALVARIUM BATTERY, SERVICE	1
650700450301	ASSEMBLY, BATTERY CHARGER	1

Total equipment: \$115,546.98

Total Amount: \$115,546.98

Customer signature	
Signature:	Date:
Print name: Douglas Terry	
Title: City Manager	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 0110212300 (the "Agreement")** between Flex Financial, a division of Stryker Sales, LLC ("Owner") and CITY OF PORTLAND, IONIA COUNTY, MICHIGAN ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name: <i>Douglas Terry</i>	
Title: <i>City Manager</i>	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, July 1, 2024

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Gorman; Interim City Manager Terry; City Clerk Miller; Police Chief Thomas; Electric Superintendent Davlin; DDA Director ConnerWellman

Guests: Mike Judd; Kathy Parsons

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

Mayor Barnes wished everyone a Happy New Year as the Fiscal Year 2024/2025 begins today.

Motion by Fitzsimmons, supported by Johnston, to approve the proposed Revised Agenda.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

There was no Public Comment.

Under Interim City Manager Report, City Manager Gorman introduced Interim City Manager Terry.

Interim City Manager Terry thanked City Manager Gorman for his many years of service.

Interim City Manager Terry reported the base course of asphalt was put on Kent Street on Friday. The final course will likely be put down in August. The street light bases will be put in place by the Electric Department so work can continue on the sidewalks.

Work has begun on the punch list items for completion of the Wastewater Treatment Plant Improvement Project.

Under Presentations, DDA Director ConnerWellman presented her report on downtown activities.

Under New Business, the Council considered Resolution 24-53 for an Electric Meter Opt-Out Policy for customers with concerns that the Automated Meter Infrastructure (AMI) system being installed poses health risks.

Electric Superintendent Davlin further explained the concerns raised by residents and the reasoning for the proposed policy.

City Manager Gorman provided information related to the public discussion on this issue at the Board of Light & Power meeting held on Tuesday, June 25, 2024.

Motion by Johnston, supported by Sheehan, to approve Resolution 24-53 approving a City Electric Meter Opt-Out Policy.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 24-54 to approve Pay Request No. 1 to the State of Michigan in the amount of \$506,015.23, for work completed through May 31, 2024, on the Kent Street Improvement Project.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 24-54 approving Pay Request No. 1 to the State of Michigan for work done on the Kent Street Improvement Project.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 24-55 to approve a proposal from VC3, in the amount of \$26,628.00 for replacement and installation of a network server at City Hall.

Motion by Sheehan, supported by Johnston, to approve Resolution 24-55 approving a proposal from VC3 to install a new server at City Hall.

Yeas: Sheehan, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 24-56 to confirm the Mayor's appointment to the Downtown Development Authority.

Motion by Johnston, supported by VanSlambrouck, to confirm the Mayor's appointment to City Boards and Commission.

Yeas: Johnston, VanSlambrouck, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on June 17, 2024, payment of invoices in the amount of \$917,864.38, and payroll in the amount of \$149,490.90, for a total of \$1,067,355.28. Purchase orders to Kodiak Emergency Services in the amount of \$17,359.99 to outfit Patrol Car No. 2, and Fleis & VandenBrink in the amount of \$38,999.51 for engineering services related to the Kent Street Improvement Project were also included.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Under Interim City Manager Comments, Interim City Manager Terry noted the transfer of knowledge from City Manager Gorman has gone very well. He further thanked everyone for the welcome to Portland and stated the community is blessed with a great staff.

City Council Minutes – July 1, 2024

Under Council Member Comments, Council Member Sheehan provided information related to the 4th of July Parade to be held on July 4, 2024, at 10:00 A.M. The parade will follow the Homecoming parade route.

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:32 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the July 1, 2024, City Council Meeting
In the City Council Chambers at City Hall
259 Kent St., Portland, MI 48875

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

Present - Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Gorman; Interim City Manager Terry; City Clerk Miller; Police Chief Thomas; Electric Superintendent Davlin; DDA Director ConnerWellman

Presentation - DDA Director ConnerWellman presented her report on downtown activities.

Approval of Resolution 24-53 approving a City Electric Meter Opt-Out Policy.

All in favor. Adopted.

Approval of Resolution 24-54 approving Pay Request No. 1 to the State of Michigan for work done on the Kent Street Improvement Project.

All in favor. Adopted.

Approval of Resolution 24-55 approving a proposal from VC3 to install a new server at City Hall.

All in favor. Adopted.

Approval of Resolution 24-56 to confirm the Mayor's appointment to City Boards and Commission.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:32 P.M.

All in favor. Adopted.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KYLE ENZ	02651	CLOTHING ALLOWANCE - MTR POOL	80.59
TONY HUMPHREYS	02748	CLOTHING ALLOWANCE - MAJ STS	300.00
SHANE SCHEURER	01575	CLOTHING ALLOWANCE - ELECTRIC	300.00
KARA DOUGHERTY	02767	ASSESSING SERVICES 1ST HALF OF JULY 2024- ASSES	1,630.83
AUSTIN AVERY	02834	CLOTHING ALLOWANCE - WW	63.64
CHRIS TEACHOUT	02604	CLOTHING ALLOW - ELECTRIC	300.00
RYAN HONSOWITZ	00191	CLOTHING ALLOW - CEM, MTR POOL	156.32
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	115.00
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - MTR POOL	268.77
CORRIGAN OIL CO, NO. 11	02693	GAS - MTR POOL	151.35
CORRIGAN OIL CO, NO. 11	02693	DIESEL - MTR POOL	1,342.46
BLUNDY,HOPPES,TIRE & AUTO CLINIC	01952	TIRES 501 - MTR POOL	695.00
BLUNDY,HOPPES,TIRE & AUTO CLINIC	01952	TIRES 906- MTR POOL	515.60
FAMILY FARM & HOME	01972	STRAIGHT BIBB - WW	17.80
FAMILY FARM & HOME	01972	BODY TRAP SETTER - WW	19.97
LITE'S PLUS INC	00243	KENT ST LIGHTS - ELECTRIC	3,377.40
CULLIGAN	02130	WATER X2 CITY HALL - GEN	16.00
FAMILY FARM & HOME	01972	AMOUNT STILL OWED ON INVOICE - PARKS, CEM	9.00
STAR THOMAS	01654	SUPPLIES, POSTAGE REIM - POLICE	405.87
BERTMAN TOOLS LLC	02430	NOZZLE - MTR POOL	109.00
CAPITAL ASPHALT LLC	02578	ASPHALT - MAJ STS	204.74
UPS	02587	SHIP TO PREMIER SAFETY - ELECTRIC	13.17
PORTLAND AREA FIRE AUTHORITY	02128	11ST QTR SVCS JULY-SEPT 2024 - COM PROMO	36,013.31
FAMILY FARM & HOME	01972	HARWARE - ELECTRIC	5.49
BADGER METER INC.	02247	ORION CELLULAR LTE SVC - WATER	873.60
BOBCAT OF LANSING	02439	TRACKS - MTR POOL	2,450.00
CINTAS	00083	MEDICAL CABINET REFILL - ELECTRIC	42.15
CINTAS	00083	MEDICAL CABINET REFILL - ELECTRIC	52.38
CINTAS	00083	MEDICAL CABINET REFILL - CEM	93.06
CINTAS	00083	MED CABINET REFILL - CITY HALL	45.42
CINTAS	00083	MED CABINET REFILL - MTR POOL	43.65

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CINTAS	00083	MEDICAL CABINET REFILL - WW	70.07
D & E ELECTRIC LLC	02640	FAN REPAIR, DAM - ELECTRIC	665.00
VC3 INC.	02745	CONT DEPTS WITH FIBER, LABOR - VAR DEPTS APP CC	4,800.00
DIGICOM GLOBAL 911 INC	02661	MOBILE RADIO FOR NEW AMBULANCE - AMB	3,442.80
DORNBOS SIGN, INC.	00067	ST SIGN, STOP, CEM ENTRANCE - CEM	103.70
DORNBOS SIGN, INC.	00067	SIGNS/SUPPLIES - MAJ, LOC STS	1,086.30
DORNBOS SIGN, INC.	00067	DACALS - MTR POOL	15.00
DORNBOS SIGN, INC.	00067	U CHANNEL POST - LOC STS	439.20
GRAINGER, INC.	00172	FILTERS, TRAFFIC SIGNS - MAJ STS	62.40
GRANGER	00175	STREET SWEEPING - MAJ STS	718.68
GRANGER	00175	REFUSE - POL, COM PROMO	97.65
GRANGER	00175	REFUSE - ELECTRIC	97.65
LAW OFFICE OF CRYSTAL MORGAN PLLC	02555	LEGAL SERVICES - ASSESSOR	303.54
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	658.29
BURNHAM & FLOWER INSURANCE GROUP	02776	HRA ADMIN FEE APRIL - JUNE 2024 - GEN	385.95
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	632.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	66.82
BRYAN SCHEURER	00600	OFFICIAL - REC	135.00
JERRYD SCHEURER	02785	OFFICIAL - REC	36.00
INTERSTATE BILLING SVC	00202	SUPPLIES PM 945 - MTR POOL	469.86
IONIA LOCK AND KEY	02782	LOCK WORK - ELECTRIC	139.00
KEUSCH TIRE & AUTO	00228	OIL CHANGE - POLICE	54.17
KEUSCH TIRE & AUTO	00228	OIL CHANGE - POLICE	61.44
LANSING SANITARY SUPPLY	02485	SUPPLIES - PARKS	669.17
POLLY PRODUCTS LLC	01137	BENCH THOMPSON FIELD- PARKS	540.00
POLLY PRODUCTS LLC	01137	PICNIC TABLES/TRASH BINS REPLACEMENT - PARKS	3,491.00
POWER LINE SUPPLY COMPANY	00389	SUPPLIES - ELECTRIC	222.00
POWER LINE SUPPLY COMPANY	00389	SUPPLIES - ELECTRIC	3,665.00
PREMIER SAFETY	02465	METER CALIBRATION - 229.95	229.95
PURITY CYLINDER GASES, INC.	00380	QRTLY CYLINDER RENTAL - AMB	356.04
RECDESK LLC	02842	RECDESK ANNUAL SUBSCRIPTION - REC, PARKS	4,800.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ROCHESTER CREATIONS	02359	EMS UNIFORMS - AMB	581.00
MUNICIPAL SUPPLY CO.	00324	SUPPLIES - LOC STS	74.95
RESCO	00392	ST LIGHT INVENTORY - ELECTRIC	4,069.08
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	625.00
CMP DISTRIBUTORS INC.	01745	BALLISTIC VEST - POLICE	869.00
SELBY LAWN CARE	02736	LAWN SERVICE - ELECTRIC	1,120.00
SOUND OFF SIGNAL	02556	SAFETY LIGHTS - MTR POOL	394.62
GRANGER	00175	REFUSE - WW	172.20
GRANGER	00175	REFUSE-MP, PARKS, CEM	327.60
MUNICIPAL SUPPLY CO.	00324	SUPPLIES - WATER	721.92
MHR BILLING	01780	JUNE 2024 BILLINGS -AMB	2,200.00
UTILITY SERVICE CO. INC.	02133	SOUTH TANK QRTLY - WATER	6,445.19
UTILITY SERVICE CO. INC.	02133	HILL ST TANK QRTLY- WTR	5,404.08
SPECTRUM PRINTERS, INC.	02648	BLANK BALLOTS - ELECTIONS	39.00
SPECTRUM PRINTERS, INC.	02648	PRECINT AVCB KITS - ELECTIONS	99.73
STATE OF MICHIGAN	02577	TRAINING - WATER	45.00
TRUCK & TRAILER	00461	BUCKET FENDERS/PWR UNIT - MTR POOL	792.99
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
PAMA	01370	40% CONT TO PAMA - COM PROMO	244.00
WEST MICHIGAN POWDER COATING	02889	POWDER COATING WHEELS - MTR POOL	510.00
WEST SHORE SERVICES	00478	UPGRADE WARNING SIRENS - COM PROMO APP RES 24-2	31,390.00
YOURMEMBERSHIP.COM	MISC	CLASS ADD FOR IT CLERK - INCOME TAX	150.00
UM HEALTH-SPARROW OCCUPATIONAL HLT	00340	PRE EMPLOY PHYSICAL C WINSTANLEY - AMB	273.00
MARK OWEN PLUMBING LLC	02754	MOVE WATER METER - WATER	563.50
VC3 INC.	02745	CABLE CM COMPUTER - CITY MANAGER	35.00
VC3 INC.	02745	MICROSOFT MONTHLY BILLING JULY 2024- GEN	371.50
STAPLES	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	95.18
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	1,052.81
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,750.82
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	2,521.55
COOK BROS EXCAVATING	00101	SERVICE LINE REPLACEMENT - WATER	1,420.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
COOK BROS EXCAVATING	00101	SERVICE LINE REPLACEMENT - WATER	3,155.00
FAMILY FARM & HOME	01972	ZIP TIES - WATER	17.98
CITY OF PORTLAND - PETTY CASH	00701	VAR REIMBURSEMENTS - VAR DEPTS	382.90
CULLIGAN	02130	WATER X4 - PARKS, CEM	30.00
LARRY CUSHION TROPHIES & ENGRAVING	02726	TROHPY MENS SOFTBALL CHAMP - REC	50.00
JOHN FRYOVER	MISC	AMB SUBSCRIPTION REFUND PAID TWICE - AMB	60.00
Total:			\$146,504.85

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

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	15,161.16	15,161.16	4,553.23	4,553.23	19,714.39	19,714.39
ASSESSOR	-		-	-		
CEMETERY	7,154.50	7,154.50	2,760.12	2,760.12	9,914.62	9,914.62
POLICE	25,147.08	25,147.08	8,702.54	8,702.54	33,849.62	33,849.62
CODE ENFORCEMENT	54.69	54.69	4.18	4.18	58.87	58.87
PARKS	5,677.14	5,677.14	950.75	950.75	6,627.89	6,627.89
INCOME TAX	2,811.90	2,811.90	767.89	767.89	3,579.79	3,579.79
MAJOR STREETS	5,510.25	5,510.25	2,578.81	2,578.81	8,089.06	8,089.06
LOCAL STREETS	3,651.16	3,651.16	1,658.98	1,658.98	5,310.14	5,310.14
RECREATION	1,682.01	1,682.01	496.49	496.49	2,178.50	2,178.50
AMBULANCE	20,743.92	20,743.92	3,811.17	3,811.17	24,555.09	24,555.09
DDA	2,685.49	2,685.49	509.45	509.45	3,194.94	3,194.94
ELECTRIC	26,399.06	26,399.06	10,927.80	10,927.80	37,326.86	37,326.86
WASTEWATER	9,918.10	9,918.10	3,020.18	3,020.18	12,938.28	12,938.28
WATER	6,445.78	6,445.78	2,998.48	2,998.48	9,444.26	9,444.26
MOTOR POOL	998.67	998.67	325.07	325.07	1,323.74	1,323.74
TOTALS:	134,040.91	134,040.91	44,065.14	44,065.14	178,106.05	178,106.05

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 07/10/2024
MEETING DATE 07/15/2024

Fund	Description	Beginning Balance 06/27/2024	Total Cash in	Total Cash out	Cash Balance 07/10/2024	Time Certificates	Ending Balance 7/10/2024
101	GENERAL FUND	1,839,843.89	239,014.56	(293,921.62)	1,784,936.83	218,908.00	2,003,844.83
105	INCOME TAX FUND	252,731.00	71,963.68	(13,795.20)	310,899.48	10,000.00	320,899.48
150	CEMETERY PERPETUAL CARE FUND	67,532.51	30.28	(30.28)	67,532.51		67,532.51
202	MAJOR STREETS FUND	883,508.34	49,028.00	(536,802.71)	395,733.63		395,733.63
203	LOCAL STREETS FUND	244,086.44	18,999.70	(188,166.48)	74,919.66		74,919.66
208	RECREATION FUND	39,757.68	3,890.85	(7,394.09)	36,254.44		36,254.44
210	AMBULANCE FUND	(16,396.72)	114,898.43	(101,119.28)	(2,617.57)		(2,617.57)
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	629,686.74	3,819.34	(6,464.88)	627,041.20		627,041.20
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-
520	REFUSE SERVICE FUND	17,799.13	3,787.89	(260.65)	21,326.37		21,326.37
582	ELECTRIC FUND	5,529,258.80	148,866.41	(203,711.74)	5,474,413.47	468,768.00	5,943,181.47
590	WASTEWATER FUND	1,425,519.97	40,515.83	(96,424.19)	1,369,611.61		1,369,611.61
591	WATER FUND	511,041.04	24,602.75	(85,130.99)	450,512.80	407,700.00	779,496.68
661	MOTOR POOL FUND	179,293.99	23,316.61	(17,839.09)	184,771.51		184,771.51
703	CURRENT TAX FUND	4,412.59	163,448.30	0.00	167,860.89		167,860.89
	TOTAL - ALL FUNDS	11,611,437.65	906,182.63	(1,551,061.20)	10,966,559.08	1,105,376.00	11,993,218.96
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
	*Customer Deposit Breakdown				PERPETUAL CARE CD	130,000.00	130,000.00
	Electric	128,000.00			INCOME TAX SAVINGS	2,346,301.69	2,346,301.69
	Wastewater	21,000.00			ELECTRIC-PRIN & INT ESCROW	43,440.21	43,440.21
					ELECTRIC- GOLT BOND RESERVE 23	88,040.20	88,040.20
	Water	21,000.00			WASTEWATER DEBT ESCROW	305,231.26	305,231.26
		<u>170,000.00</u>			WASTEWATER REPAIR ESCROW	375,550.31	375,550.31
					WASTEWATER 2022 BOND RESERVE	225,365.49	225,365.49
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	78,747.22	78,747.22
							<u>16,379,859.56</u>



Memo

To: City of Portland – Board of Light and Power
From: Todd Davlin, Electric Superintendent
Cc: Tutt Gorman, City Manager, Nikki Miller
Date: 6-20-2024
Re: Action Item BLP 24-6B: Vehicle Purchase

In July, the Electric Department will be interviewing for a Groundman. With the addition of staff, the department needs an additional vehicle. The Police Department is retiring a well maintained 2017 Ford Explorer with approximately 128,000 miles. With some exterior clean up the vehicle is a cost-effective value that addresses an immediate need. The Kelly Blue Book fair market private party sale minimum is \$8,584.

Action Item BLP 24-5B – Recommend City Council approve the purchase of a 2017 Ford Explorer with approximately 128,000 miles from the Portland Police Department, to use for the staff addition, for a cost of \$6,500.

Star Thomas
Star Thomas, 7/9/24
Police Chief

Todd Davlin
TODD DAVLIN 7/9/24
SUPERINTENDENT BLP

Portland Area Fire Authority773 E Grand River Ave
Portland, MI 48875**Invoice**

Invoice #: 31442

Invoice Date: 7/5/2024

Due Date: 7/31/2024

Project:

P.O. Number: 1st Qtr

Bill To:City of Portland
259 Kent St.
Portland, MI 48875

Date	Description	Amount
7/5/2024	<p>1st Quarter Fire Services - July - September 2024 Note the invoice is based on the existing fire budget as per the Fire Authority Agreement. The following is a breakdown based on the existing annual budget of \$352,985.</p> <p>City of Portland - 40.81% = \$144,053.18 divided by 4 = (3 pmts-\$36,013.29/ 1 pmt \$36,013.31)</p> <p>Portland Twp. - 36.64% = \$129,333.70 divided by 4 = (3 pmts - \$32,333.42/1 pmt \$32,333.44)</p> <p>Danby Twp. - 22.55% = \$79,598.12 divided by 4 = (4 pmts of \$19,899.53)</p>	36,013.31

We appreciate your prompt payment.

Total	\$36,013.31
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Payments/Credits	\$0.00
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Balance Due	\$36,013.31
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City of Portland
Status Report of Engineering Activities
July 11, 2024

General Consultation (F&V No. 01110G)

- Primary City Point of Contact: City Manager
- F&V Project Manager: Jon Moxey
- No current activities of significance. This is typically used for site plan reviews, smaller engineering questions and assignments, project planning and budgeting and other general activities.

Bridge Inspection and Funding (F&V No. 028771)

- Primary City Point of Contact: Ken Gensterblum
- F&V Project Manager: Jon Moxey
- The Bridge Street Bridge application was submitted in late April. The Grand Region Bridge Council will be meeting October 7 to select projects.
- Bridge inspections are due in August. We will be inspecting the boardwalk at the same time. Inspection of the Bridge Street Bridge will be more complicated than prior inspection cycles due to new procedural requirements from MDOT. **A proposal for the inspection work is pending approval. We anticipate it being on the August 5 agenda.**

Wellhead Protection Work (F&V No. 03332G)

- Primary City Points of Contact: Ken Gensterblum, Rod Smith
- F&V Project Manager: Katie Strohauer
- F&V prepared and maintains the City's Wellhead Protection Plan, using EGLE grant funding (typically covers 50% of costs).
- F&V assisted the City with an application in the recent grant cycle for continuing efforts to identify and evaluate a new well site (submitted on June 11). There are no current issues – this is a proactive effort, for if/when a new site is needed.

Board of Light and Power Cleanup Management (F&V No. 802050/P20398)

- Primary City Point of Contact: Todd Davlin
- F&V Project Managers: Eric Walters & Stephen Dehring
- F&V has been assisting the Board of Light and Power with sampling, reporting and related work stemming from a 2009 release of a petroleum diesel product.
- Periodically, we evaluate options to speed up the cleanup so that the site can be closed with EGLE. However, up to this point, the costs associated with that have outweighed the ongoing costs of managing the cleanup.
- A proposal for annual groundwater and system sampling in 2024-2025 and preliminary vapor intrusion investigation has been prepared.
- A proposal for updating the BLP's Spill Prevention, Control and Countermeasure (SPCC) plan was prepared in February 2024.

Divine Highway Bridge Replacement (F&V No. 840730)

- Primary City Point of Contact: Ken Gensterblum
- F&V Project Manager: Jon Moxey
- The City received funding from the MDOT Local Bridge Program to replace the bridge. Design is underway, targeting construction in 2025.
- The bridge is planned to be replaced part width, to maintain one lane of traffic, primarily for emergency services. A feasibility study was completed in 2020-2021.
- River crossing design for the water main is ongoing. Detailed bridge design will follow.
- **We will be reaching out to MDOT to discuss options for returning to the original idea of realigning the road to keep the bridge open as much as possible during construction.**

Water Reliability Study Update (F&V No. 844520)

- Primary City Points of Contact: Ken Gensterblum and Rod Smith
- F&V Project Manager: Jon Moxey
- The most recent update was completed in 2021. A draft was submitted to EGLE, but comments were never received.
- The next update is anticipated to be completed in 2026 (typically every 5 years).

Wastewater System Improvements (F&V No. 848392/FVC No. 1221)

- Primary City Points of Contact: Ken Gensterblum, Tony Smith
- F&V Project Manager: Corey Turner
- Wastewater Treatment Plant:
 - Improvements at the plant have been funded through EGLE's Clean Water State Revolving Fund program. A larger project that included lift station and collection system work had to be scaled back – bidding occurred during the height of construction inflation. The project is being delivered as Progressive Design Build through F&V Construction.
 - The work at the plant is substantially complete. We are waiting on City signature of the Certificate of Substantial Completion.
 - Currently working through punch list items. Approximately half of the punch list is complete.
- Sanitary Sewer River Crossings:
 - The City received a \$3M State of Michigan budget appropriation to help add back some of the project scope that was removed, including replacement of two of the City's sanitary sewer river crossings. The crossings are constructed as an inverted siphon that utilizes pressure flow under the river and are installed by directional drilling. The alignments are being modified to eliminate a manhole located on "the point" between the Grand and Looking Glass Rivers (at Fabiano's), as that caused significant constructability challenges.
 - F&V Construction personnel and trade contractors (Roemer Utility Services and Georgetown Construction) will be attending the Kent Street progress meeting on July 2 to help coordinate the work at the north end of Kent Street.
 - Work is anticipated to start in late July or early August and last a few weeks.
- Other:
 - The City is utilizing the remainder of the \$3M (after the river crossings and purchasing a new vacor truck, which totals approximately \$2.4M) for completing additional items that were removed from the CWSRF project. Once the river crossing work is complete, the City will finalize what other items will be completed with the remaining funds.
 - Owner Change Order No. 6 was executed to incorporate some of the removed items back into the WWTP project, including lining of several sewer segments in the collection system.

Kent Street Improvements (F&V No. 853960)

- Primary City Points of Contact: Ken Gensterblum, Todd Davlin, Tina CW
- F&V Project Manager: Jon Moxey
- **Base course asphalt paving is complete. Concrete foundation and planter curb work is nearing completion and sidewalk work is beginning. We are working through some workmanship concerns on the planter curbs with the contractor and subcontractor.**
- Van Bros is scheduled to install the irrigation system for Bridge Street planter areas in late July. They will also be making repairs to the City Hall irrigation system at that time.
- The majority of construction is anticipated to be complete by end of August.
- **Trees will be planted this fall and perennials will be planted in spring 2025 to give them a chance to establish before being exposed to salt.**

Electric Substation Site Plan (F&V No. 863780)

- Primary City Point of Contact: Todd Davlin
- F&V Project Manager: Nate Torrey
- F&V is a sub-consultant to Theka Engineering for site/civil design on the new substation at the Board of Light and Power site.
- The project was advertised for bids on June 3, 2024. A pre-bid meeting was held on June 17, 2024. The bid opening is scheduled for July 3, 2024.
- The construction schedule will be defined in the bids received. Lead times for some of the electrical equipment is a year or more, so construction might not begin until spring 2025.

103 E. Grand River Avenue Plaza (F&V No. 863880)

- Primary City Points of Contact: Ken Gensterblum, Tina CW
- F&V Project Manager: Jon Moxey
- The project involves demolition of the existing building at 103 E. Grand River Avenue and developing a public plaza area at the site using a MEDC Revitalization and Placemaking grant that was secured as part of a larger application through The Right Place.
- **Design is complete and we are wrapping up internal QAQC review. We anticipate advertising the project in the next week and opening bids in time for the August 19 council meeting, which would allow construction to begin in September. The completion date has been set for May 2025 to encourage more bidders, but we have an alternate to see what pricing looks like for December 2024 completion.**

River Trail Park Renovation (F&V No. 865390)

- Primary City Point of Contact: Neil Brown
- F&V Project Manager: Jon Moxey
- Neil obtained a grant from MDNR to crush, shape and resurface the asphalt river trail between Kent Street (just north of I-96) along I-96, Market Street, Canal Street and Thompson Field to Bridge Street (just east of Water Street).
- **Bids were opened Tuesday, July 9, 2024 at 2:00pm. A Recommendation of Award was prepared for the July 15 council meeting.**
- Construction is planned to be completed within 21 calendar days in late summer or early fall – the Substantial Completion date is October 25, 2024.

EGLE Technical, Managerial and Financial (TMF) Project (F&V No. 866480)

- Primary City Points of Contact: Ken Gensterblum and Rod Smith
- F&V Project Manager: Jon Moxey
- The City received a grant for \$256,500 for investigating water services for lead/galvanized pipe to meet the October deadline for its final Distribution System Materials Inventory (DSMI), stemming from EGLE's recent Lead and Copper Rules.
- **The potholing work is out for bids with a bid opening on July 30 at 2:30pm.**
- Potholing work is anticipated to be completed in late summer through early fall.

Wastewater Operations Assistance (F&V No. 712021)

- Primary City Point of Contact: Tony Smith
- F&V Project Manager: Brian Ross
- F&V Operations provided a licensed operator and other operations assistance on an interim basis for several years following a retirement. Since Tony achieved his license, FVOP has been providing expertise and assistance on an as-needed basis.

Dam Site Improvements (F&V No. P20525)

- Primary City Point of Contact: Todd Davlin
- F&V Project Manager: Jon Moxey
- Visited the site in fall 2023 with Todd Davlin and prepared a proposal in March 2024 for topographic survey, conceptual design and grant application assistance.

City Of Portland
Water Department
Monthly Water Report
June 2024

Monthly Water Production

Well #4	2,930,000 Gallons
Well #5	0 Gallons
Well #6	9,520,000 Gallons
Well #7	17,000 Gallons

Daily Water Production

Well #4	97,667 Gallons
Well #5	0 Gallons
Well #6	317,333 Gallons
Well #7	557 Gallons

Daily Average Water Production for All Wells 415,557 Gallons

Total Water Production for the Month 12,467,000 Gallons

Total Water Production for the Previous Month 10,565,000 Gallons

Total Production increased by 1,902,000 Gallons

Total Production for This Month from the Previous Year 16,121,000 Gallons

Total Production decreased by 3,654,000 Gallons

Rodney D. Smith Jr.
Water Technician

IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
JULY 9, 2024 – 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
- VIII. New Business**
 - A. Request Approval of Agreement with Michigan Department of Health and Human Services Emerging Threats Grant-Amendment #3-Chad Shaw
 - B. Request to sign contract with Karpel-Kyle Butler
 - C. Request to sign purchase order for one truck load of Mastic material- Linda Pigue
 - D. Accept quote for repair of roofs-Linda Pigue
 - E. Request to Accept Quote for Repair of Riverside Garage Floor and Drain-Linda Pigue
 - F. Request to Approve Purchase of State Trunkline Cable Barrier Parts-Linda Pigue
 - G. Award Contract(s) for Asphalt Mixtures-Linda Pigue
 - H. Award Contract for Signs-Linda Pigue
 - I. Request to Award Opioid Grant Settlement funds-Patrick Jordan
 - J. Request Approval to Purchase a New Ice Machine for Nutrition Department-Carol Hanulcik
- IX. Department Reports**
 - A.
- X. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. Board of Commissioners

C. County Administrator

XI. Reports of Special or Ad Hoc Committees

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

XIII. Closed Session-NONE

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 July 2024:

- NONE

Appointments for consideration in the month of August 2024:

- Substance Use Disorder Oversight Policy Board

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21647**

- Consumers Energy Company requests Michigan Public Service’s approval for reconciliation of its 2023 demand response program costs.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 800-477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission’s website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, July 11, 2024 at 9:30 AM

BEFORE: Administrative Law Judge Katherine E. Talbot

LOCATION: Video/Teleconference

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company’s (Consumers Energy) May 21, 2024 application requesting the Commission to: 1) approve the reconciliation of Consumers Energy’s 2023 Demand Response (DR) program costs; 2) approve the refund of the \$2,237,028 over-recovered DR revenue requirement through a 12-month surcharge to be implemented beginning with the January 2025 billing cycle; 3) approve Consumers Energy’s financial incentive of \$6,784,446 for 2023, and approve recovery of the financial incentive through a surcharge to be implemented beginning with the January 2025 billing cycle for a period of 12 months; 4) approve Consumers Energy’s proposed revisions to the financial incentive mechanism to apply beginning in the 2024 DR Program year; and 5) grant Consumers Energy other and further relief as is just and reasonable.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 4, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21647. Statements may be emailed to: mpscdockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.