



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

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

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

Estimated Time		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order by Mayor Barnes</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u> (5-minute time limit per speaker)</b>	
7:08 PM	<b>V. <u>City Manager Report</u></b>	
7:15 PM	<b>VI. <u>Presentations</u></b>	
	<b>A. DDA Director ConnerWellman – Downtown Report</b>	
	<b>VII. <u>Public Hearing(s)</u> - None</b>	
	<b>VIII. <u>Old Business</u> - None</b>	
	<b>IX. <u>New Business</u></b>	
7:20 PM	<b>A. Motion to Go into Closed Session to discuss a legal memorandum regarding the 103 E. Grand River Ave. building demolition as permitted under Section 8(h) of the Michigan Open Meeting Act and Section 13(1)(g) of the Freedom of Information Act which exempts from public disclosure information or records subject to attorney-client privilege. (Requires a 2/3 majority by roll call vote.)</b>	Decision
7:35 PM	<b>B. Proposed Resolution 24-92 Approving a Traffic Control Order Restricting Public Parking in the City Hall Parking Lot, Maple Street Parking Lot, and Scout Park Parking Lot</b>	Decision
7:38 PM	<b>C. Proposed Resolution 24-93 Approving the Financing of a 2023 MTech Trailer Mounted Leaf Vac for the Department of Public Works (DPW)</b>	Decision
7:40 PM	<b>D. Proposed Resolution 24-94 Approving the Power Purchase Commitment between the City of Portland and the Michigan Public Power Agency Authorizing Power Purchase from Hart Solar</b>	Decision
7:42 PM	<b>E. Proposed Resolution 24-95 Approving the Proposal from AECOM for Environmental Compliance Obligations Required by Dam FERC License</b>	Decision
7:45 PM	<b>F. Proposed Resolution 24-96 Approving the Proposal from Alpha Omega Utility Services Proposal for Groundman Safety Training</b>	Decision

Estimated Time		<u>Desired Outcome</u>
7:48 PM	G. Proposed Resolution 24-97 Approving Pay Request No. 5 to the State of Michigan for Work Done on the Kent Street Improvement Project	Decision
7:50 PM	H. Proposed Resolution 24-98 Confirming the Mayor’s Appointment to City Boards and Commissions	Decision
7:52 PM	<p><b>X. <u>Consent Agenda</u></b></p> <p>A. Minutes and Synopsis of the Regular City Council Meeting held on October 21, 2024</p> <p>B. Payment of Invoices in the Amount of \$233,321.93 and Payroll in the Amount of \$148,493.92 for a Total of \$381,815.85</p> <p>C. Purchase Orders over \$5,000.00</p> <p>1. Civic Plus in the Amount of \$8,907.14 for the Annual Fee</p> <p>2. Haviland in the Amount of \$11,782.52 for Ferric Chloride</p> <p><b>XI. <u>Communications</u></b></p> <p>A. 2024 Merit Pay</p> <p>B. Boards &amp; Commissions Application – Lee Schneider</p> <p>C. DDA Minutes for September 30, 2024</p> <p>D. Utility Billing Report for September 2024</p> <p>E. Ionia County Board of Commissioners Agenda for October 22, 2024</p>	Decision
7:55 PM	<b>XII. <u>Other Business</u></b> – None	
8:00 PM	<b>XIII. <u>City Manager Comments</u></b>	
8:05 PM	<b>XIV. <u>Council Comments</u></b>	
8:10 PM	<b>XV. <u>Adjournment</u></b>	Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-92**

**A RESOLUTION APPROVING A TRAFFIC CONTROL ORDER  
RESTRICTING PUBLIC PARKING IN THE CITY HALL PARKING LOT,  
MAPLE STREET PARKING LOT, AND SCOUT PARK PARKING LOT**

**WHEREAS**, establishing public parking restrictions will increase the ability to manage long term parking and conduct routine maintenance and snow removal.

**WHEREAS**, the Chief of Police and City Manager are recommending that City Council approve Traffic Control Order 24-03, attached as Exhibit A.

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

1. The Portland City Council approves Traffic Control Order 19-03, 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:** November 4, 2024

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



**TRAFFIC CONTROL ORDER**  
**ESTABLISHING PARKING RESTRICTIONS**  
**IN PUBLIC PARKING LOTS**

Traffic Control Order **24-03**

Pursuant to 1949 PA 300, as amended, we jointly requested an engineering and traffic investigation for the City Hall Parking Lot (Public Portion), the Maple Street Parking Lot (Public Portion), and the Scout Parking Lot (Public Portion) located in the City of Portland, in Ionia County.

After reviewing the investigation results, we have determined that regulating the stopping, standing, or parking in these public parking areas is an effective means of managing long term parking and maintaining the municipal responsibility of general maintenance and snow removal, and we hereby direct the local road authority to erect and maintain appropriate signs, to comply with the Michigan Manual of Uniform Traffic Control Devices, which give notice of the following:

*Restrict public parking in te City Hall parking lot to 24 hours (no long-term parking); and, restrict public parking in the Maple Street parking lot to 24 hours (no long-term parking); and, restrict public parking in Scout Park parking lot with (2) spaces signed for 15-minute limits and the remainder of the public parking spaces as (2) hour time limit parking from 8:00a.m. to 5:00p.m.*

Any Traffic Control Orders previously made with respect to the above are rescinded and superseded.

This order takes effect after it is approved by the ordinance making body, filed with the City Clerk, and the signs giving notice have been erected.

Signed:

Chief of Police: \_\_\_\_\_

City Manager: \_\_\_\_\_



# MEMO

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**To:** Andrew Dymczyk, City Manager & Star Thomas, Police Chief  
City of Portland

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

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**CC:** Ken Gensterblum, Department of Public Works

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**Date:** October 2, 2024

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**Re:** [Parking Restrictions During Kent Street Improvements](#)

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Reconstruction of Kent Street between Academy Street and Grand River Avenue (100 and 200 blocks) is nearly complete, and Kent Street will be fully reopened to traffic soon. During construction, parking restrictions were implemented in adjacent downtown areas as listed in our memo dated March 27, 2024. That memo recommended reverting back to the pre-construction parking restrictions (or lack thereof) following the Kent Street project. The restrictions were found to be an effective means for managing parking in the downtown area, and certain restrictions are recommended to be left in place long term:

- City Hall Parking Lot (public portion): 24-hour limit
  - Maple Street Parking Lot (public portion): 24-hour limit
  - Scout Park Parking Lot (public portion): 2 spaces signed for 15-minute limits and the remainder signed for 2-hour limit, 8:00am to 5:00pm
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**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-93**

**A RESOLUTION APPROVING THE FINANCING OF A 2023 MTECH  
TRAILER MOUNTED LEAF VAC FOR THE  
DEPARTMENT OF PUBLIC WORKS (DPW)**

**WHEREAS**, the DPW operates and maintains several work vehicle attachments in its fleet to perform various city services; and

**WHEREAS**, the City will be financing the purchase of a 2023 MTech Trailer Mounted Leaf Vac through Huntington Public Capital Corporation for a three (3) year term at 4.5% with annual payments of approximately \$36,130.00; and

**WHEREAS**, in order to facilitate the financing, Huntington Public Capital Corporation requires that the attached Resolution and Declaration of Official Intent be approved by the governing body, a copy of which is attached as Exhibit A.

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

1. City Council approves the Resolution and Declaration of Official Intent to finance a 2023 MTech Trailer Mounted Leave Vac (for a three (3) year term at 4.5% with annual payments of approximately \$36,130.00, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** November 4, 2024

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



**RESOLUTION AND DECLARATION OF OFFICIAL INTENT**

Municipality/Purchaser: **City of Portland** (“**Purchaser**”)

Aggregate Purchase Price Expected To Be Financed: **\$100,051.53**

Description Of Property To Be Acquired: **2023 MTech Trailer Mounted Leaf Vac**

Vendor: **MTech Company** (“**Vendor**”)

WHEREAS, the Purchaser is a political subdivision of the State of Michigan (the “**State**”) and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to Act 99, Public Acts of Michigan, 1933, as amended, and other applicable law , the governing body of the Purchaser (“**Governing Body**”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Purchaser.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more installment-purchase agreements (“**Installment Purchase Agreements**”) in the amount not exceeding the Purchase Price amount stated above (“**Principal Amount**”) for the purpose of acquiring the property (“**Property**”) described briefly above and to be described more completely in the Installment Purchase Agreements is appropriate and necessary to the functions and operations of the Purchaser.

WHEREAS, the Vendor, as the seller and supplier of the Property is identified above.

WHEREAS, for the purpose of providing the financing under the Installment Purchase Agreements, **Huntington Public Capital Corporation** and/or an affiliate of said bank (“**Assignee**”) shall act as the financing source under said Installment Purchase Agreements and in connection therewith, the Vendor shall assign all of Vendor’s rights (including, but not limited to, the right to collect the installment payments due and payable under the Installment Purchase Agreements), but none of its obligations, under the Installment Purchase Agreements to Assignee.

WHEREAS, the Purchaser may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Installment Purchase Agreements (“**Purchase Proceeds**”) for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Purchaser shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Purchaser:

**Section 1.** Any one of the Authorized Representatives identified below (each an “**Authorized Representative**”) acting on behalf of the Purchaser is hereby authorized to negotiate, enter into, execute, and deliver one or more Installment Purchase Agreements in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Purchaser. Each Authorized Representative acting on behalf of the Purchaser is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Installment Purchase Agreements (including, but not limited to, property acquisition fund agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Installment Purchase Agreements are hereby authorized.

**Authorized Representatives of Purchaser:**

Andrew Dymczyk, City Manager  
Melinda Tolan, Finance Director



**Section 2.** By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Purchaser to execute and deliver agreements and documents relating to the Installment Purchase Agreements on behalf of the Purchaser.

**Section 3.** The aggregate original principal amount of the Installment Purchase Agreements shall not exceed the Principal Amount and shall bear interest as set forth in the Installment Purchase Agreements and the Installment Purchase Agreements shall contain such options to purchase or prepay by the Purchaser as set forth therein.

**Section 4.** The Purchaser agrees that its obligation to pay all of the installment payments due under the Installment Purchase Agreements to Assignee shall be absolute and unconditional upon the delivery and acceptance of the Property (or the funding of any applicable property acquisition fund agreement associated with the Purchase Agreements) and that it shall levy such taxes as are permitted by applicable State law to pay all of the installment payments due under the Installment Purchase Agreements.

**Section 5.** The Governing Body of Purchaser anticipates that the Purchaser may pay certain capital expenditures in connection with the Property prior to the receipt of the Purchase Proceeds for the Property. The Governing Body of Purchaser hereby declares the Purchaser’s official intent to use the Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Purchaser for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Purchaser to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

**Section 6.** As to each Installment Purchase Agreement, the Purchaser reasonably anticipates that it and entities controlled by it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Installment Purchase Agreement is issued and hereby designates each Installment Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

**Section 7.** This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this November 4, 2024.

CERTIFICATION

The undersigned **Secretary/Clerk** of the above-named Purchaser hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Purchaser, that the foregoing resolutions were duly adopted by said Governing Body of the Purchaser at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

\_\_\_\_\_  
Signature of Secretary/Clerk of Purchaser

Print Name: Monique Miller

Official Title: City Clerk

Date: \_\_\_\_\_

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-94**

**A RESOLUTION APPROVING THE POWER PURCHASE  
COMMITMENT BETWEEN THE CITY OF PORTLAND AND THE  
MICHIGAN PUBLIC POWER AGENCY AUTHORIZING POWER  
PURCHASE FROM HART SOLAR**

**WHEREAS**, the City of Portland, through its Electric Department, is committed to compliance of energy standards; and

**WHEREAS**, the Board of Light and Power recommends the approval of the amended and restated power purchase commitment between the City of Portland and the Michigan Public Power Agency authorizing power purchase from Hart Solar at an estimated annual commitment of \$98,112.00, a copy of the recommendation and agreement are attached as Exhibit A; and

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

1. The City Council approves the recommendation from the Board of Light and Power to approve the amended and restated power purchase commitment between the City of Portland and the Michigan Public Power Agency authorizing power purchase from Hart Solar at an estimated annual commitment of \$98,112.00, a copy of the recommendation and 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:**

**Dated:** November 4, 2024

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**Monique I. Miller, City Clerk**

# Memo



**To:** City of Portland – Board of Light and Power

**From:** Todd Davlin, Electric Superintendent

**Cc:** Andrew Dymczyk, City Manager and Nikki Miller, City Clerk

**Date:** 10-25-2024

**Re:** Action Item 10A - MPPA – Hart Solar Amendment

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The Hart Solar Power Purchase Agreement (“PPA”) is a 50 MW, 20-year agreement for the purchase of solar power supply from the 120 MW Hart Solar Project. MPPA executed the original PPA in May 2021 and a First Amendment in December 2022. The PPA was executed to contribute to decarbonizing Member Participant power supply portfolios and achieving compliance under Michigan’s Clean and Renewable Energy legislation.

The developer of the Hart Solar Project has experienced development challenges and delays driven primarily by the limited availability and increased cost of Engineering, Procurement, and Construction (“EPC”) contractors. The forecasted delays and cost increases have led MPPA to evaluate numerous alternative solutions over the last year, including early terminating the PPA with financial damages.

From the evaluation of alternative solutions, the terms and conditions of the negotiated Second amendment deliver the best outcome. The proposed amendment ensures Member Participants will still receive new, competitively priced, Michigan-based solar power supply. The amendment provides larger financial guarantees (\$9 million from \$3.6 million). The amendment obligates the developer to replace capacity if the commercial operation date of the PPA is delayed and makes available additional capacity supply next year (2025) for Members that need it. The amendment extends the Commercial Operation Date (“COD”) from June 1, 2025, to December 1, 2026. Though there is an increase in the PPA contract price, the new price is approximately 15% lower than similarly sized alternative Solar PPA opportunities.

**Action Item BLP 24-10A** – Recommend that City Council approve the amended and restated power purchase commitment between the City of Portland and the Michigan Public Power Agency authorizing power purchase from Hart Solar. The estimated City of Portland annual commitment, based on an assumed 25% availability factor, is \$98,112.



## **ENERGY SERVICES PROJECT (“ESP”) Second Amended and Restated Power Purchase Commitment Authorization**

This Second Amended and Restated Power Purchase Commitment Authorization (“Second Amended and Restated PPC”) is made and entered into as of \_\_\_\_\_, 2024, by and between Michigan Public Power Agency (“MPPA”), a joint agency of the State of Michigan created pursuant to 1976 PA 448 and the City of Portland (the “Participant”).

WHEREAS, MPPA and Hart Solar Partners, LLC (“Hart Solar Partners”) entered into a First Amended Power Purchase Agreement (“First Amended PPA”) whereby Hart Solar Partners agreed to develop a solar electric generation facility and sell to MPPA (on behalf of its participating members) a certain amount of energy, capacity, environmental attributes, and reactive power service produced by the solar facility (“Renewable Power Supply”);

WHEREAS, MPPA and Participant previously executed an Amended and Restated Power Purchase Commitment (“Amended and Restated PPC”) that entitled Participant to receive and pay for a percentage share of the Renewable Power Supply to be provided pursuant to the First Amended PPA;

WHEREAS, to resolve potential disputes arising from development delays, MPPA and Hart Solar Partners mutually negotiated further amendments to the First Amended PPA (“Second Amended PPA”) which Second Amended PPA effectuates changes to the Solar Project, Commercial Operation Date (“COD”), Contract Rate, Delay Damages, Development Security, Make Whole Provisions, and other commercial terms;

WHEREAS, MPPA staff reviewed the changes to be effected by the Second Amended PPA with the ESP at an August 29, 2024, ESP Committee Meeting;

WHEREAS, the ESP Committee, at the August 29, 2024, ESP Committee Meeting, voted to recommend that the Board of Commissioners (“BOC”) of MPPA approve executing the Second Amended PPA;

WHEREAS, the BOC, at a regularly scheduled meeting on October 9, 2024, passed a resolution approving the Second Amended PPA;

WHEREAS, the Second Amended PPA has an effectiveness clause that conditions the effectiveness of the Second Amended PPA on MPPA obtaining executed power purchase commitments from each of the 14 MPPA Member participants to the Second Amended PPA; and

WHEREAS, this authorization is being executed by the Participant as a Second Amended and Restated PPC between the Participant and MPPA to acknowledge Participant’s responsibility to pay for and receive the benefits of Participant’s percentage share of Renewable Power Supply provided from the Second Amended PPA between MPPA and Hart Solar Partners.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the MPPA and the Participant as follows:

**Section 1. Hart Solar Power Purchase Agreement**

The Second Amended PPA is the agreement between MPPA and Hart Solar Partners.

**Section 2. Delivery Point**

The delivery point for the Renewable Power Supply from the solar electric generation facility will be in accordance with the terms and conditions of the Second Amended PPA.

**Section 3. Term**

The term of this Second Amended and Restated PPC will begin when Hart Solar Partners declares COD in accordance with the terms and conditions of the Second Amended PPA, currently committed by Hart Solar Partners to occur no later December 1, 2026, and shall continue for twenty (20) years thereafter.

**Section 4. Quantity**

The Participant is allocated the following percentage share of Renewable Power Supply provided to MPPA under the Second Amended PPA:

<b>MPPA’s PPA Installed Capacity</b>	<b>Participant’s Allocation Percentage</b>	<b>Participant’s Installed Capacity (approximate)</b>
50 MW	1.4%	.7 MW

“MPPA’s PPA Installed Capacity” shall mean fifty (50) MW, which may be reduced if Commercial Operation is declared with less than fifty (50) MW of Installed Nameplate Capacity (but for avoidance of doubt, no less than forty-five (45) MW). If MPPA’s PPA Installed Capacity is reduced, Participant’s Installed Capacity will be reduced by MPPA’s PPA Installed Capacity total reduction multiplied by Participant’s Allocation Percentage.

**Section 5. Renewable Power Supply**

Energy, Capacity, Environmental Attributes, and Reactive Power Services.

**Section 6. Payment**

The Participant will pay MPPA the Contract Rate for each year of the Term of the Second Amended PPA multiplied by the Quantity allocated to the Participant. The Contract Rate in the Second Amended PPA is attached hereto as Exhibit A.

**Section 7. Energy Services Agreement**

This Second Amended and Restated PPC is subject to the terms and provisions of the Energy Services Agreement (“ESA”) between MPPA and the Participant. In the event the terms of this Second Amended and Restated PPC conflict with the ESA, the ESA shall control.

**Section 8. Evidence**

Authority of the Participant’s Member Authorized Representative (“MAR”) to execute this Second Amended and Restated PPC is evidenced through a Participant resolution passed appropriately by the Participant’s governing body or through the meeting minutes of the Participant’s governing body where approval was granted to the MAR to execute this Second Amended and Restated PPC.

**Section 9. Effectiveness**

This Second Amended and Restated PPC is not effective until MPPA has received executed power purchase commitment authorizations from all other Members of MPPA who have their own respective power purchase commitment with MPPA for their quantity under the Second Amended PPA.

**Section 10. Effect of this Second Amended and Restated PPC**

Except for the ESA, this Second Amended and Restated PPC, together with any Exhibits hereto, supersedes any and all other power purchase commitments (including, but not limited to, the Amended and Restated PPC), either oral or written, between MPPA and Participant with respect to the Solar Project with Hart Solar Partners.

\_\_\_\_\_  
Member Authorized Representative

Its: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A  
CONTRACT RATE**

Contract Year	Contract Rate (\$/MWh)
Year 1	\$64.00
Year 2	\$64.00
Year 3	\$64.00
Year 4	\$64.00
Year 5	\$64.00
Year 6	\$64.00
Year 7	\$64.00
Year 8	\$64.00
Year 9	\$64.00
Year 10	\$64.00
Year 11	\$64.00
Year 12	\$64.00
Year 13	\$64.00
Year 14	\$64.00
Year 15	\$64.00
Year 16	\$64.00
Year 17	\$64.00
Year 18	\$64.00
Year 19	\$64.00
Year 20	\$64.00

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-95**

**A RESOLUTION APPROVING THE PROPOSAL FROM AECOM FOR ENVIRONMENTAL COMPLIANCE OBLIGATIONS REQUIRED BY DAM FERC LICENSE**

**WHEREAS**, the City of Portland, through its Electric Department, is committed to environmental compliance; and

**WHEREAS**, the Board of Light and Power recommends the approval of AECOM's proposal for compliance services to fulfill environmental compliance obligations required by the DAM FERC license for \$36,500.00, a copy of the recommendation and agreement are attached as Exhibit A; and

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

1. The City Council approves the recommendation from the Board of Light and Power to approve a AECOM's proposal for compliance services to fulfill environmental compliance obligations required by the DAM FERC license for \$36,500.00, a copy of the recommendation and 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:**

**Dated:** November 4, 2024

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

# Memo



**To:** City of Portland – Board of Light and Power

**From:** Todd Davlin, Electric Superintendent

**Cc:** Andrew Dymczyk, City Manager and Nikki Miller, City Clerk

**Date:** 10-25-2024

**Re:** Action Item 10C – AECOM FERC Compliance Services

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To maintain compliance with our Federal Energy Regulatory Commission (FERC) permit for operation of the Portland Municipal Dam the City of Portland is obligated to monitor water levels, water quality, fish passage and nuisance plants. AECOM has historically provided these services. In 2025, and every fifth year, additional water quality monitoring and reporting is required. The scope and costs proposed by AECOM originally have been renegotiated to reduce the scope, price and travel time for tasks that can be completed by City of Portland – BLP staff.

**Action Item BLP 24-10C** – Recommend that City Council approve AECOM’s proposal for compliance services to fulfill environmental compliance obligations required by the DAM FERC license. The proposed cost of services for the 2025 calendar year is \$36,500.



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

October 25, 2024

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

**RE: Proposal for 2025 FERC Monitoring & Reporting  
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 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 (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 (2025)***

AECOM will prepare an annual summary report for 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, 2026 for review. AECOM will finalize the report and submit it electronically to FERC with copies to the MDNR and USFWS. Costs for addressing any comments from FERC are not included in this proposal. 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)**

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 the 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 1<sup>st</sup>, if required. Costs for addressing any comments from FERC are not included in this proposal. AECOM assumes the City will provide documentation of daily observations for smolts on or before August 30<sup>th</sup> 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 2025 reports for the MDNR, USFWS, and FERC.

#### ***Task 3a. Visual Inspection (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 (2025)***

AECOM will prepare annual summaries of the 2025 inspections and submit them electronically to the MDNR and USFWS, with a copy to FERC. Costs for addressing any comments from MDNR and USFWS are not included in this proposal. 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 a modified 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 to have the City's previously purchased gauge 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. The refurbished or new unit, whichever the case may be, will be installed in the upstream monitoring location.

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**

The City of Portland will collect the dissolved oxygen (DO) and water temperature profile data in the deepest part of the impoundment every two weeks. The City of Portland staff will be trained by AECOM



staff to complete this task prior to June 1, 2025. These measurements will be taken by the City of Portland with a portable DO/temperature field meter and Secchi disk from a small boat.

This monitoring will be performed every two weeks from June 1 through September 30, 2025 (nine total events). The City of Portland will check installation and calibration of the automated upstream DO and temperature gauge at the same time. The City of Portland will also download data from the automated DO/temperature meter as part of the profile monitoring. AECOM has budgeted for three additional site visits by AECOM technicians to trouble shoot problems and support this task as needed.

#### **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 collected by the City of Portland. 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 that AECOM will submit the final report 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 2026 for the previous years' monitoring.

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

The visual inspections of the project areas will be completed by September 15, 2025. The Nuisance Plant summary reports will be prepared and submitted by December 31, 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 25<sup>th</sup> of 2026 for the 2025 report, 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.
- AECOM can conduct all work wearing level D personal protective equipment.

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 **\$36,500** based on the below annual breakdown.

#### **2025**

Water Quality Monitoring & Reporting (5-year monitoring)	
Downstream Fish Passage Consultation & Reporting (if required)	\$36,500
Nuisance Plant Monitoring & Reporting	
Water Level Monitoring & Reporting	

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 sign below to authorize AECOM to perform the proposed work.

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

Wayne Lawrence, AVP  
Operations Leadership Manage



ACCEPTED BY:

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-96**

**A RESOLUTION APPROVING THE PROPOSAL FROM  
ALPHA OMEGA UTILITY SERVICES PROPOSAL FOR  
GROUNDMAN SAFTEY TRAINING**

**WHEREAS**, the City of Portland, through its Electric Department, is committed to professional development and a safe work environment; and

**WHEREAS**, the Board of Light and Power recommends the approval of Alpha Omega Utility Services proposal for groundman safety training for \$20,750.00, a copy of the recommendation and agreement are attached as Exhibit A; and

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

1. The City Council approves the recommendation from the Board of Light and Power to approve a proposal with of Alpha Omega Utility Services proposal for groundman safety training for \$20,750.00, a copy of the recommendation and 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:**

**Dated:** November 4, 2024

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

# Memo



**To:** City of Portland – Board of Light and Power

**From:** Todd Davlin, Electric Superintendent

**Cc:** Andrew Dymczyk, City Manager and Nikki Miller, City Clerk

**Date:** 10-25-2024

**Re:** Action Item 10B – Alpha and Omega Groundman Training

---

To fulfill our staffing and safety goal of a two-man by three-week on call roster, two people must be trained and qualified as groundman. The city considered three vendors for this work and chose to work with due to their practical experience training at Municipal Utilities, Consumer’s Energy and Great Lakes Energy employees on electrical distribution systems. Alpha and Omega Utilities will provide the following services:

Prepare an onboarding program for Groundman and future employees to establish a “Qualified Designated Assisting Worker status.” Conduct a training event with “qualified workers” and lineman to establish roles, responsibilities, and absolute bright lines.

Training will be conducted in four sessions of 4-6 hours in length. Training will include verification and documentation of proficiency specific to compliance with OSHA guidelines for qualified workers. Topics to be addressed in training include the following:

- Substation Entry
- MAD (Minimum Approach Distance)
- System Operation
- Bucket Truck Rescue
- Manhole/vault rescue
- Arc Flash boundaries
- FR clothing – wear, care, inspection
- Rubber goods & IPE care and use
- Rubber glove care and use
- Differences of Potential – Step and touch
- Pole, Equipment and Voltage

**Action Item BLP 24-10B** - Recommend that the City Council approve Alpha Omega Utility Services proposal for groundman safety training for \$20,750.

*Administrative Office*  
P.O. Box 635  
Boyne City, MI 49712  
517.499.9936



*Headquarters*  
11775 25 ½ Mile Road  
Albion, MI 49224  
517.499.9936

October 24, 2024

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

RE: Quote for Onboarding Program/Training Event

Dear Todd,

We at Alpha Omega Utility Services are pleased to quote the following work – per your request:

1. Onboarding program for Groundman and future employees to establish a “Qualified Designated Assisting Worker status.” Training event with “qualified workers” and lineman to establish roles, responsibilities, and absolute bright lines.

This training to include the following:

- Deliver (4) training sessions in length of 4 to 6 hours at client’s site
- Creation of topic, specific to comply with the OSHA guidelines for a qualified employee to perform certain job duties as a designated assisting worker when working with a journeyman lineman as a two-man crew
- Topics will include a participants guide & evaluation to document proficiency
- Topics will relate to the client’s safety manual
- Topic creation and instruction
  - Duties within a classification
  - Substation Entry
  - MAD (Minimum Approach Distance)
  - System Operation
  - Bucket Truck Rescue
  - Manhole/vault rescue
  - Arc Flash boundaries

*Administrative Office*  
P.O. Box 635  
Boyne City, MI 49712  
517.499.9936



*Headquarters*  
11775 25 ½ Mile Road  
Albion, MI 49224  
517.499.9936

- 
- FR clothing – wear, care, inspection
  - Rubber goods & IPE care and use
  - Rubber glove care and use
  - Differences of Potential – Step and touch
  - Pole, Equipment and Voltages

Price not to exceed: \$20,750.00

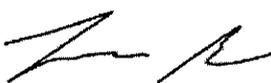
Respectfully,

A handwritten signature in black ink, appearing to read 'Jeremy Adcock', written in a cursive style.

Jeremy Adcock  
Contract Coordinator  
Alpha Omega Utility Services

Thank you for your consideration of this Proposal. If you have any questions concerning this proposal, please contact us at 517-290-6133.

Submitted by Alpha Omega Utility Services on 10/24/2024 by Jeremy Adcock.

Signature:   
Name: Jeremy Adcock  
Title: Contract Coordinator

Acceptance of Proposal by Customer

Accepted by Customer on \_\_\_\_\_, by

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THIS PROPOSAL IS SUBJECT TO ARBITRATION PURSUANT TO MICHIGAN UNIFORM ARBITRATION ACT.**

Enclosure(s): Alpha Omega Utility Services Standard Terms and Conditions



## ALPHA OMEGA UTILITY SERVICES STANDARD TERMS AND CONDITIONS

**Entire Agreement.** The accepted Proposal and these Terms and Conditions (hereinafter referred to collectively as "the Agreement") constitute the full and final agreement between Alpha Omega Utility Services and Customer and supersede any previous oral and/or written agreements between Alpha Omega Utility Services and Customer. This Agreement is not subject to modification or alteration except by writing, signed by the authorized representatives.

**Scope of Work.** Alpha Omega Utility Services will perform the Services expressly described in the Agreement. Customer acknowledges that Alpha Omega Utility Services has not been engaged to perform any other services. Customer shall provide Alpha Omega Utility Services with access and assistance as necessary to complete the Services. Customer understands that the anticipated start-date and timeline of performance for Services may change due to factors outside of Alpha Omega Utility Services' control. In the event that the confirmed start-date or timeline changes based on the needs of the Customer, Customer must provide Alpha Omega Utility Services with written notice at least thirty (30) days before the confirmed start date. Should the Customer need to reschedule fewer than thirty (30) days before the start date, Customer shall (a) provide Alpha Omega Utility Services with written notice, and pay Alpha Omega Utility Services a rescheduling fee up to 50% of the Agreement value. Payment of the rescheduling fee shall not reduce the Client's obligation to pay in full for services rendered if and when the work is later rescheduled and completed. Additionally, Customer agrees to Compensate Alpha Omega Utility Services for all out-of-pocket expenses incurred in connection with the preparation and mobilization for the confirmed start-date in the event of rescheduling. Rescheduling fees will be waived should rescheduling be necessary due to serious illness and/or major disaster, including utility storm work, for either party.

**Payment.** Customer agrees to promptly pay Alpha Omega Utility Services pursuant to the Fee Structure Alpha Omega Utility Services set forth in the Agreement. Accounts not paid in full within thirty (30) days will incur a service charge of 1.5% monthly or 18% annually. Customer agrees to pay all reasonable costs that Alpha Omega Utility Services incurs to collect past due amounts, including, but not limited to, reasonable attorneys' fees and costs. In the event that Customer is in arrears on Alpha Omega Utility Services' invoices by sixty (60) days, Alpha Omega Utility Services may suspend services and/or terminate the Agreement.

**Termination.** Alpha Omega Utility Services and Customer agree that either party may terminate the Agreement with thirty (30) days advance written notice of termination. In the event of termination, Alpha Omega Utility Services shall deliver all work product to Customer and provide Customer with such reasonable further assistance as necessary to transition the Project, and Customer shall pay Alpha Omega Utility Services in full for Services rendered through the date of termination and seventy-five percent (75%) of the remaining financial obligation under the Agreement.

**Mutual Indemnification.** Subject to the Limitation of Liability provision Alpha Omega Utility Services set forth below, Alpha Omega Utility Services and Customer agree to indemnify, defend and hold each other harmless against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damages to property arising out of or relating to the performance of their respective obligations under the Agreement or otherwise. This includes attorney's fees and costs.

**Limitation of Liability.** In no event shall either party be liable to the other for any special, consequential, indirect, incidental, or punitive damages, including, without limitation, lost profits or lost revenues.

**Mediation, then Arbitration.** The parties agree that all claims and disputes arising out of or relating to the Agreement in any way shall be resolved by arbitration pursuant to Federal and State law. The venue for the arbitration shall be Charlevoix County, Michigan. The parties agree that there will be a single arbitrator and that the cost of the arbitration will be divided evenly. Should the parties be unable to agree to an arbitrator, then one of the parties may apply to a Court the appointment of an arbitrator. Prior to the initiation of any arbitration proceedings, however, Alpha Omega Utility Services and Customer agreement to participate in mediation in good faith.

**Non-Waiver; Non-Assignment.** No waiver of any condition or legal right or remedy shall be implied by the failure of either to declare a forfeiture, or for any other reason, and no waiver of any conditions or covenant shall be valid unless it be in writing signed by both parties. The Agreement is not assignable by either party without the express written consent of the other party.

**Covenants of Confidentiality and Non-Solicitation:** Alpha Omega Utility Services and Customer agree that they shall not (1) disclose each other's confidential or proprietary information, unless such disclosure is necessary for the performance of the Agreement, or unless such disclosure is required by a Court Order, (2) solicit each other's agents or employees for any purpose for a period of two years following the termination of or final payment under the Agreement without the prior written consent of the other. Each party agrees that any remedy at law for any actual or threatened breach of these Covenants by the other would be inadequate, and that each party shall be entitled to specific performance, injunctive relief, or both, by temporary remedy, writ or order as may be entered into by a court of competent jurisdiction in addition to any damages that the harmed party may be legally entitled to recover, together with reasonable expenses of litigation, including attorney's fees incurred in connection therewith as may be approved by such court. Each party further agrees to waive any requirement for the securing or posting of any bond in connection with obtaining of any such injunctive or equitable relief.

Customer's Initials \_\_\_\_\_

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-97**

**A RESOLUTION APPROVING PAY REQUEST NO. 5 TO THE  
STATE OF MICHIGAN FOR WORK DONE ON THE  
KENT STREET IMPROVEMENT PROJECT**

**WHEREAS**, the City was awarded a grant by Michigan Department of Transportation to construct certain street improvements to Kent Street Reconstruction Project and is grant administrator; and

**WHEREAS**, Fleis & Vanderbrink has submitted Pay Request No. 5 requesting a progress payment for work completed through October 8, 2024, a copy of Pay Request No. 5 is attached as Exhibit A; and

**WHEREAS**, the City Engineer on this Project has reviewed Pay Request No. 5 and is recommending that the City Council approve payment in the amount of \$26,300.48.

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

1. The City Council approves the Engineer's recommendation to approve Pay Request No. 5 and authorizes payment in the amount of \$26,300.48 to the State of Michigan for work completed through September 4, 2024.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**Dated:** November 4, 2024

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

STATEMENT	Customer Name CITY OF PORTLAND	PAGE 1
Remit to: State of Michigan Attn: Finance Cashier P.O. Box 30648 Lansing MI 48909	Customer Account Number MDOT00282	Statement Closing Date 10-06-24
		Due Date 11-05-24
		Amount Enclosed

Bill to:  
CITY OF PORTLAND  
PORTLAND CITY TREASURER  
259 KENT STREET  
PORTLAND MI 48875

Payment Method: Check  Money Order

Please write Customer Account No. on front of Check or Money Order.  
DO NOT MAIL CASH

Please check if address has changed. Write correct address on back of stub and attach with payment.

Please detach the above stub and return with your remittance payable to Dept. of Transportation

**Transportation**



**ORIGINAL**

Customer Account Number MDOT00282	Statement Closing Date 10-06-24
Customer Name CITY OF PORTLAND	IF YOU HAVE ANY QUESTIONS, PLEASE CALL

**Current Period Charges**

Description	Date	Transaction ID	Charges
Payment - Thank you	09-09-24	CACR591250000000099	\$39,160.09
Payment - Thank you	09-09-24	CACR591250000000099	\$16,760.00
Payment - Thank you	09-09-24	CACR591250000000099	\$37,778.65
Payment - Thank you	09-09-24	CACR591250000000099	\$2,000.00
-	09-30-24	CARE1591REIM24001909	\$2,014.71
-	09-30-24	CARE1591REIM24001909	\$24,285.77

**Important Customer Information**

MDOT  
 Michigan Department of Transportation  
 Statement Date: 10/08/2024

MDOT00282 - CITY OF PORTLAND

Program: 209474CON

Federal Project: 23A0992

Description: Kent St Reconstruct Kent Street from Academy Street to Grand River Avenue in conjunction with streetscape improvements and non-participating water main, sanitary sewer, and city electrical system improvements.

Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description			
A00183	81.85	2023-5474 CITY OF PORTLAND			
			<b>Current Budget</b>	<b>Cash Expenditures</b>	<b>Collected</b>
Federal			415,438.30	415,438.30	
Local			222,095.70	157,303.48	89,277.86
					26,300.48

Phase: 03 Advertising

Funding Profile	Fed Pro Rata	Jrnl Description			
A00183	81.85				
			<b>Current Budget</b>	<b>Cash Expenditures</b>	<b>Collected</b>
Federal			163.70	27.06	
Local			36.30	6.00	6.00
					0.00

Vendor Code	Vendor Legal Name	Vendor Alias/DBA Name
MDOT00282	CITY OF PORTLAND	

Instruction: Instruction: Remit this listing of Balance Due by Program with the payment. Payments will be applied to all programs with a balance due, unless otherwise noted.

Statement Date: 10/08/2024

- Pay in Full (default if neither box is checked)
- Manual allocation specified by Program in Paid Amount below

Remittance information:

State of Michigan  
 Attention: Finance Cashier  
 P.O. Box 30648  
 Lansing, MI 48909

Program	Balance Due
209474CON -	26,300.48



October 19, 2024

Via Email: [citytreasurer@portland-michigan.org](mailto:citytreasurer@portland-michigan.org)

Mindy Tolan, Treasurer  
City of Portland  
259 Kent Street  
Portland, MI 48875

**RE: Kent Street Improvements – Review of MDOT Invoice Dated 10/8/24**

Dear Mindy,

We have reviewed MDOT’s invoice dated October 8, 2024 for the Kent Street Improvements project. The invoicing covers Pay Estimate 10 made to CL Trucking. The breakdown is as follows:

Activity	Total Cost	MDOT Grant Applied	City Share
Road/General	\$35,386.05	\$9,085.57	\$26,300.48
Water	\$0.00	N/A	\$0.00
Sewer	\$0.00	N/A	\$0.00
Advertising (Road)	\$0.00	\$0.00	\$0.00
Streetscape	\$0.00	\$0.00	\$0.00
Advertising (Streetscape)	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$35,386.05</b>	<b>\$9,085.57</b>	<b>\$26,300.48</b>

Based on our review of the invoicing, we recommend payment in the amount of \$26,300.48, as indicated. Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK

Jonathan W. Moxey, P.E.  
Project Manager

Cc: Andrew Dymczyk, City Manager ([citymanager@portland-michigan.org](mailto:citymanager@portland-michigan.org))

2960 Lucerne Drive SE  
Grand Rapids, MI 49546  
P: 616.977.1000  
F: 616.977.1005  
[www.fveng.com](http://www.fveng.com)

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 24-98**

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

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

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

Board of Light & Power

-Mike Fox to a term expiring June 30, 2026

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

1. The Portland City Council confirms the Mayor's appointment as set forth above.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** November 4, 2024

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



# City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, October 21, 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 Dymczyk; City Clerk Miller; Finance Director Tolan; Police Chief Thomas

Guests: Kathy Parsons; Ryan Johnston; Phil Quinn; Bill Fabiano

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

Motion by Fitzsimmons, supported by Johnston, to approve the agenda as presented.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Under Public Comment, Phil Quinn asked questions regarding the suggested detour for the upcoming Divine Hwy. Bridge Project.

There was discussion.

Under City Manager Report, City Manager Dymczyk noted the Divine Hwy. Bridge Project is expected to be pushed to the 2026 construction season due to issues related to the possibility of endangered mussels in the river.

City Manager Dymczyk continues to work through issues related to the demolition of the building at 103 E. Grand River Ave. His goal is to present a clarifying document to the Council for approval at the November 4, 2024, Council meeting.

Trick-or-Treating will be held on Thursday, October 31, 2024, from 6:00 – 8:00 P.M. The sirens will be sounded to both begin and end trick-or-treating.

Plummers Environmental will be conducting work related to the TMF Grant – Lead Line Replacement program soon. Property restoration will take place sometime in November, when the work is complete.

There were no Presentations.

Under New Business, the Council considered Resolution 24-89 to approve the purchase of a 2023 MTEch Trailer Mounted Leaf Vac in the amount of \$100,051.53. The current leaf vac that will be replaced was purchased in 1992 and has become unreliable and difficult to maintain.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 24-89 approving the purchase of a 2023 MTech Trailer Mounted Leaf Vac for the Department of Public Works.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 24-90 to approve payment to CL Trucking & Excavating in the amount of \$182,308.04, for the River Trail Renovation Project through the Michigan Department of Natural Resources Passport Program.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 24-90 approving payment to CL Trucking & Excavating for the River Trail Renovation Project.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 24-91 to approve payment to F&V Construction, in the amount of \$190,344.00 for work performed for the Wastewater Treatment Plant Improvement Project.

Motion by Sheehan, supported by VanSlambrouck, to approve Resolution 24-91 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

Yeas: Sheehan, VanSlambrouck, Fitzsimmons, Johnston, 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 October 7, 2024, payment of invoices in the amount of \$424,815.57, and payroll in the amount of \$158,823.55, for a total of \$583,639.12. Purchase orders to CL Trucking & Excavating in the amount of \$6,049.70 for additional work performed on Kent Street, and to Fleis & VandenBrink in the amount of \$11,449.03 for engineering services related to the Kent Street Improvement Project were included.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

City Manager Dymczyk had no additional comments.

Under Council Member Comments, Mayor Barnes noted the application from Mike Fox in the communications for appointment to the Board of Light Power. The appointment will be recommended to the Council at the November 4, 2024, Council meeting.

Mayor Pro-Tem VanSlambrouck noted the VFW will host a Spaghetti Dinner on Friday, October 25, 2024, from 5:00 – 7:00 P.M.

Mayor Barnes reminded everyone to have a safe Halloween.

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

Yeas: Johnston, VanSlambrouck, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:19 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

---

Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the October 21, 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 Dymczyk; City Clerk Miller; Finance Director Tolan; Police Chief Thomas

**Public Comment** - Phil Quinn asked questions regarding the suggested detour for the upcoming Divine Hwy. Bridge Project.

**Approval of Resolution 24-89** approving the purchase of a 2023 MTech Trailer Mounted Leaf Vac for the Department of Public Works.

All in favor. Adopted.

**Approval of Resolution 24-90** approving payment to CL Trucking & Excavating for the River Trail Renovation Project.

All in favor. Adopted.

**Approval of Resolution 24-91** approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:19 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
PAMA	01370	40% CONT TO PAMA - COM PROMO	612.36
CULLIGAN	02130	WATER X3 CITY HALL - GEN	23.00
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND HALF OF OCT 2024- ASSESS	1,679.75
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	8,258.00
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
DAN SOWLES	02724	CELL PHONE REIMB - AMB	40.00
ANDREW DYM CZYK	02902	PHONE BILL REIM - CITY MANAGER	40.00
TRUGREEN	02830	DAM WEED CONTROL - ELECTRIC	146.84
TRUGREEN	02830	WEED CONTROL - ELECTRIC	161.98
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	30.20
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	30.20
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	367.76
KENDALL ELECTRIC	00225	SUPPLIES - ELECTRIC	482.95
CINTAS	02901	RESTOCK MEDICINE CABINET - PARKS, CEM	100.95
FAMILY FARM & HOME	01972	SUPPLIES - WW	45.14
FAMILY FARM & HOME	01972	SHOP LIGHT - WW	19.99
FAMILY FARM & HOME	01972	BATTERY - PARKS, CEM	49.99
FAMILY FARM & HOME	01972	TOOLS - ELECTRIC	235.44
FAMILY FARM & HOME	01972	RAKE, STENCIL KIT - PARKS, CEM	39.48
FAMILY FARM & HOME	01972	SUPPLIES - WW	199.95
FAMILY FARM & HOME	01972	SUPPLIES - LOC STS	50.85
CINTAS	02901	RESTOCK SAFETY CABINET - MTR POOL	36.11
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB, POLICE	593.42
SIEMENS ENERGY	02908	GRANT ST SUBSTATION VOLTAGE REGULATORS - ELECTF	148,647.00
STATE OF MICHIGAN	00428	PAY REQUEST #5 - MAJ STS APPRV RES 11-4-24	26,300.48
VISION METERING, LLC	02816	MODEM FOR GATEWAY - ELECTRIC	500.00
UM HEALTH SPARROW IONIA OCC. HEALT	02903	DOT PHYSICAL K ENZ - ELECTRIC	100.00
KEITH HEYBOER	MISC	INS OVERPAYMENT REFUND - AMB	250.00
SEDGWICK WORK COMP	MISC	INS OVERPAYMENT REFUND - AMB	105.00
CULLIGAN	02130	WATER X2 - PARKS, CEM	16.00
USA BLUEBOOK	01850	SUPPLIES - WW	456.69

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	1,093.24
CORRIGAN OIL CO, NO. 11	02693	ENGINE FUEL - ELECTRIC	937.87
TODD DAVLIN	02696	MMEA FALL CONFERENCE HOTEL/TRAVEL - ELECTRIC	479.31
VC3 INC.	02745	WIRELESS ACCESS AMB - GEN	644.00
RESCO	00392	TRANSFORMER PAD - ELECTRIC	1,122.06
IONIA LOCK AND KEY	02782	KEYS/DEAD BOLT - WW	45.93
EUROFINS EATON ANALYTICAL LLC	02428	WATER SAMPLES - WATER	770.00
JASON SMITH	02495	ANNUAL MEMBERSHIP GUN CLUB - POLICE	75.00
KEUSCH TIRE & AUTO	00228	OIL CHANGE/TIRES - POLICE	1,615.03
STAR THOMAS	01654	SUPPLIES, DESK, REIM - POLICE	634.44
MUZZALL GRAPHICS	00326	VEHICLE REPAIR SHEETS - MTR POOL	160.75
GRAINGER, INC.	00172	BOLLARD- MAJ STS	123.40
REED & HOPPES, INC.	00390	TOWING 951 TO D&K -- MTR POOL	500.00
DORNBOS SIGN, INC.	00067	SIGNS - MAJ, LOC STS	483.60
DORNBOS SIGN, INC.	00067	SIGNS - MAJ STS, WATER	171.75
DORNBOS SIGN, INC.	00067	SIGNS - MAJ STS	31.50
GRAINGER, INC.	00172	STORAGE CONTAINER - MTR POOL	71.78
HAMMERSMITH EQUIPMENT COMPANY	00183	BLADE - LOC STS	199.00
HYDRO-CHEM SYSTEMS, INC.	02284	DEGREASER - MTR POOL	97.82
CAPITAL ASPHALT LLC	02578	ASPHALT - MAJ STS	228.15
MARTIN WELDING & MACHINING	02762	LEAF MACHINE WELD - MAJ, LOC STS	925.00
D & E ELECTRIC LLC	02640	20 AMP DUPLEX CM OFFICE - CITY HALL	104.50
QUALITY CAR & TRUCK REPAIR	02839	M&R UNIT 44 - AMB	397.18
CINTAS	02901	RESTOCK MEDICINE CABINET - CITY HALL	30.20
CIVIC PLUS LLC	02335	ANNUAL FEES - COM PROMO	8,907.14
WINDEMULLER	02229	UPS BATTERIES FOR MCP - WW	146.76
CULLIGAN	02130	COOLER RENTAL - WW	15.00
CINTAS	02901	RESTOCK MEDICINE CABINET - WW	41.64
USA BLUEBOOK	01850	TNT - WW	491.06
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	270.00
DONALD FOX	02764	RECERT ACLS & PALS - AMB	232.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
BARB BROWN	02683	REFUND HOTEL FEE FOR MERS CONF - GEN	379.32
STEVEN POHL	MISC	ENERGY OPTZ PROGRAM REFUND - ELECTRIC	35.00
GRAINGER, INC.	00172	HAND DRUM PUMP -WW	359.30
GRAINGER, INC.	00172	SUPPLIES - MTR POOL	92.89
MWEA OFFICE	01347	MWEA MI AWWA MAINT SEMINAR - WATER	390.00
APPLIED INNOVATION	02493	PRINTER INVOICE - VARIOUS DEPTS	535.49
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	2,366.74
IONIA LOCK AND KEY	02782	WEATHER PROOF PADLOCK - WW	959.80
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	450.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - CEM	206.60
POSTMASTER	00374	FIRST CLASS PRESORT ANNUAL FEE - GEN	350.00
FP MAILING SOLUTIONS	01758	POSTAGE RESET & MAINTENANCE - GEN	186.00
J H OIL COMPANY	02887	GAS - PARKS, CEM	489.47
MUNICIPAL SUPPLY CO.	00324	BLUE MARKING PAINT - WATER	60.00
KENNEDY INDUSTRIES, INC.	02548	ANNUAL MAINTENANCE - WW	4,000.00
MCMASTER-CARR	02838	DRUM/LID - WW	3,278.53
STAR THOMAS	01654	SUPPLIES, POSTAGE REIM - POLICE	217.50
B&W AUTO SUPPLY, INC.	00030	VAR PURCHASES - VAR DEPTS	2,001.43
BELLA VIRK	02913	TENNIS INSTRUCTOR- REC	114.00
PLEUNE SERVICE COMPANY INC.	00741	QTRLY LABOR PARTS - CITY HALL	1,100.62
STATE OF MICHIGAN	02577	COMMUNITY WATER SUPPLY ANNUAL FEE - WATER	1,293.38
MWEA OFFICE	01347	REGISTRATION K GENSTERBLUM - WATER	195.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	459.12
CORRIGAN OIL CO, NO. 11	02693	DIESEL FUEL - MTR POOL	1,191.01
CHROUCH COMMUNICATION, INC.	00082	AMI GATEWAY INSTALLATION - ELECTRIC	431.00
FABRICATED CUSTOMS	02637	VEHICLE DECALS - ELECTRIC	106.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	139.24
POWER LINE SUPPLY COMPANY	00389	FR CLOTHING K ENZ - ELECTRIC	270.00
GRAINGER, INC.	00172	OIL ABSORBENT ROLLS - ELECTRIC	492.76
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	250.00
CITY OF PORTLAND-PETTY CASH	00701	POSTAGE, MILEAGE, MEALS REFUND - GEN	217.09

Date: 10/31/24

**CITY OF PORTLAND INVOICE REGISTER**

Page: 4

VENDOR NAME

VENDOR

DESCRIPTION

AMOUNT

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Total:

\$233,321.93

**BI-WEEKLY  
WAGE REPORT  
October 28, 2024**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	11,353.95	117,887.81	1,861.08	24,544.82	13,215.03	142,432.63
ASSESSOR	-		-	-		
CEMETERY	5,220.94	51,078.26	482.68	12,743.11	5,703.62	63,821.37
POLICE	20,557.05	187,395.51	5,743.33	57,352.49	26,300.38	244,748.00
CODE ENFORCEMENT	14.83	218.92	1.14	16.76	15.97	235.68
PARKS	3,891.80	41,686.78	381.02	5,635.92	4,272.82	47,322.70
INCOME TAX	2,591.29	29,429.54	711.44	7,898.40	3,302.73	37,327.94
MAJOR STREETS	4,710.06	42,036.49	1,279.75	14,611.62	5,989.81	56,648.11
LOCAL STREETS	4,040.46	35,154.63	1,080.05	13,063.60	5,120.51	48,218.23
RECREATION	1,865.82	15,773.41	261.11	3,468.63	2,126.93	19,242.04
AMBULANCE	25,634.66	225,164.81	3,930.66	38,066.36	29,565.32	263,231.17
DDA	2,967.99	25,090.45	461.40	4,229.66	3,429.39	29,320.11
ELECTRIC	23,331.07	225,362.32	4,696.67	66,229.84	28,027.74	291,592.16
WASTEWATER	9,914.17	89,354.21	1,897.08	20,543.53	11,811.25	109,897.74
WATER	6,467.27	61,014.77	1,733.15	20,053.29	8,200.42	81,068.06
MOTOR POOL	1,144.96	9,534.41	267.04	2,565.53	1,412.00	12,099.94
<b>TOTALS:</b>	<b>123,706.32</b>	<b>1,156,182.32</b>	<b>24,787.60</b>	<b>291,023.56</b>	<b>148,493.92</b>	<b>1,447,205.88</b>







# Invoice

Updated Remittance Address:  
 (FOR PAYMENTS ONLY)  
 CivicPlus LLC  
 PO Box 737311  
 Dallas TX 75373-7311

#312328  
 10/1/2024  
 PO #

**Bill To**  
 S. Tutt Gorman  
 City of Portland MI  
 259 Kent Street  
 Portland Michigan 48875

**TOTAL DUE**  
**\$8,907.14**  
 Due Date: 10/31/2024

Terms	Due Date	PO #	Approving Authority
Net 30	10/31/2024		

Qty	Item	Start Date	End Date
1	SSL Certificate Annual Fee	10/1/2024	9/30/2025
1	Website Annual Fee for Hosting and Support	10/1/2024	9/30/2025
1	Unlimited storage, unlimited users, up to 3 concurrent streams	10/1/2024	9/30/2025
1	48 Month Redesign Ultimate Annual - CivicEngage Central	10/1/2024	9/30/2025

<b>Total</b>	\$8,907.14
<b>Due</b>	<b>\$8,907.14</b>

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to [remittance@civicplus.com](mailto:remittance@civicplus.com). That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at [accounting@civicplus.com](mailto:accounting@civicplus.com).

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



Payment Terms:  
Net 30 Days



421 Ann St. N.W.  
Grand Rapids, MI 49504

Phone: 800 456-1134  
Fax: 616 361-9772  
www.havilandusa.com

DATE  
10/16/2024  
ORDER NO.  
453830

## Order Acknowledgment

S CITY OF PORTLAND CITY HALL  
O 259 KENT ST  
L PORTLAND , MI 48875-  
D USA  
  
T  
O

S PORTLAND, CITY OF WWTP  
H 600 MORSE DRIVE  
I PORTLAND , MI 48875-  
P USA  
  
T  
O

CUST NO.	SALES ID	OPERATOR	REQUISITION NO.	SHIP TO ID	PO NUMBER	ORDER TYPE
1069775	HP023	amandac		10	VERBAL TONY	Direct
DELIVERY DATE	SHIP VIA	FREIGHT TERMS		F.O.B. REMARK		
10/24/2024	Vendor Truck	Delivered		Destination		
QUANTITY ORDERED	PACKAGING	DESCRIPTION	ST	UNITS	PRICE/UNIT	EXTENDED PRICE
45000	1.00 lb Bulk	Ferric Chloride (PIX-311) NSF H000200-1#Bulk Whs: HD-Dir Lot: N/A	*	9.23	1,266.9400/DTon	11,687.52

Transportation Surcharge

95.00

THIS SALE IS SUBJECT TO THE HAVILAND ENTERPRISES, INC. TERMS AND CONDITIONS OF SALE TO CUSTOMERS, AVAILABLE AT [https://havilandusa.nyc3.digitaloceanspaces.com/staging/Haviland\\_Buyer\\_Customer\\_Terms\\_and\\_Conditions\\_2021-09-24-164202\\_mtpb.pdf](https://havilandusa.nyc3.digitaloceanspaces.com/staging/Haviland_Buyer_Customer_Terms_and_Conditions_2021-09-24-164202_mtpb.pdf) WHICH ARE BY THIS REFERENCE HEREBY INCORPORATED HEREIN. A SEPARATE HARD COPY WILL BE PROVIDED UPON REQUEST. EXECUTION OF THE TERMS OF THIS SALE IS A SPECIFIC REPRESENTATION THAT THE CUSTOMER HAS READ, UNDERSTOOD AND AGREED TO THE REFERENCED TERMS.

**TOTAL:**

**11,782.52**

**2024 MERIT AWARD  
DEPARTMENT SUMMARY**

<b>DEPARTMENT</b>	<b>FULLTIME</b>	<b>2024 MERIT AWARD</b>	<b>PARTTIME</b>	<b>2024 MERIT AWARD</b>	<b>TOTAL</b>
<b>COUNCIL</b>			<b>5</b>	<b>750.00</b>	<b>750.00</b>
<b>AMBULANCE</b>	<b>8</b>	<b>2,400.00</b>	<b>10</b>	<b>1,500.00</b>	<b>3,900.00</b>
<b>ASSESSOR</b>		<b>-</b>		<b>-</b>	<b>-</b>
<b>CEMETERY</b>	<b>1</b>	<b>300.00</b>		<b>-</b>	<b>300.00</b>
<b>DDA</b>	<b>1</b>	<b>300.00</b>		<b>-</b>	<b>300.00</b>
<b>ELECTRIC</b>	<b>6</b>	<b>1,800.00</b>	<b>1</b>	<b>150.00</b>	<b>1,950.00</b>
<b>GENERAL</b>	<b>4</b>	<b>1,200.00</b>		<b>-</b>	<b>1,200.00</b>
<b>PARKS</b>	<b>1</b>	<b>300.00</b>		<b>-</b>	<b>300.00</b>
<b>CITY MANAGER</b>	<b>0</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>INCOME TAX</b>	<b>1</b>	<b>300.00</b>		<b>-</b>	<b>300.00</b>
<b>MAJOR STS</b>	<b>1</b>	<b>300.00</b>		<b>-</b>	<b>300.00</b>
<b>LOCAL STS</b>	<b>1</b>	<b>300.00</b>		<b>-</b>	<b>300.00</b>
<b>MOTOR POOL</b>	<b>2</b>	<b>600.00</b>		<b>-</b>	<b>600.00</b>
<b>POLICE</b>	<b>6</b>	<b>1,800.00</b>	<b>1</b>	<b>150.00</b>	<b>1,950.00</b>
<b>RECREATION</b>	<b>1</b>	<b>300.00</b>		<b>-</b>	<b>300.00</b>
<b>WASTEWATER</b>	<b>3</b>	<b>900.00</b>		<b>-</b>	<b>900.00</b>
<b>WATER</b>	<b>1</b>	<b>300.00</b>		<b>-</b>	<b>300.00</b>
<b>TOTALS:</b>	<b>37</b>	<b>11,100.00</b>	<b>17</b>	<b>2,550.00</b>	<b>13,650.00</b>

**2024 MERIT AWARD  
PARTTIME EMPLOYEE BREAKDOWN**

<b>EMPLOYEE NAME</b>	<b>DEPARTMENT</b>	<b>MERIT AWARD</b>
BARNES, JAMES	COUNCIL	\$150.00
VANSLAMBROUCK, JOEL	COUNCIL	\$150.00
SHEEHAN, ERICA	COUNCIL	\$150.00
FITZSIMMONS, PATRICK	COUNCIL	\$150.00
JOHNSTON, AMANDA	COUNCIL	\$150.00
WINSTANLEY, COLIN	AMBULANCE	\$150.00
FOX, ANDREW	AMBULANCE	\$150.00
UFOLLA, AURORA	AMBULANCE	\$150.00
SMITH, BRAD	AMBULANCE	\$150.00
BROWN, DAYNAN	AMBULANCE	\$150.00
FELDPAUSCH, COLLIN	AMBULANCE	\$150.00
BARRON, TIFFANY	AMBULANCE	\$150.00
SCHAFFER, JAKE	AMBULANCE	\$150.00
ZAMZAM, LOGAN	AMBULANCE	\$150.00
RIVARD, ANDREW	AMBULANCE	\$150.00
SCHNEIDER, GERRY	ELECTRIC	\$150.00
GROENHOF, TIM	POLICE	\$150.00
<b>TOTAL:</b>		<b>\$2,550.00</b>

FULLTIME EMPLOYEE BREAKDOWN

EMPLOYEE NAME	DEPARTMENT	2024 MERIT AWARD
SMITH, SYDNEY	AMBULANCE	\$300.00
CASSEL, BRENDAN	AMBULANCE	\$300.00
DAKE, BENJAMIN	AMBULANCE	\$300.00
MILLER, THOMAS	AMBULANCE	\$300.00
FOX, DONALD	AMBULANCE	\$300.00
CASSEL, MADISON	AMBULANCE	\$300.00
MUNGER, ERIC	AMBULANCE	\$300.00
SOWLES, DAN	AMBULANCE	\$300.00
HONSOWITZ, RYAN	CEMETERY	\$300.00
DYMCZYK, ANDREW	CITY MANAGER	\$0.00
CONNER-WELLMAN, TINA	DDA	\$300.00
DAVLIN, TODD	ELECTRIC	\$300.00
HONSOWITZ, SCOTT	ELECTRIC	\$300.00
KRIZOV, TIM	ELECTRIC	\$300.00
SCHEURER, SHANE	ELECTRIC	\$300.00
TEACHOUT, CHRISTOPHER	ELECTRIC	\$300.00
WERNET, PAUL	ELECTRIC	\$300.00
BROWN, BARB	GENERAL	\$300.00
MEYERS, TAMMY	GENERAL	\$300.00
MILLER, NIKKI	GENERAL	\$300.00
TOLAN, MELINDA	GENERAL	\$300.00
BROWN, APRIL	INCOME TAX	\$300.00
BARNES, GREG	LOCAL STREETS	\$300.00
ENZ, KYLE	MOTOR POOL	\$300.00
GENSTERBLUM, KEN	MOTOR POOL	\$300.00
HUMPHREYS, TONY	MAJOR STREETS	\$300.00
KAUFMANN, JEREMY	POLICE	\$300.00
LISTERMAN, BRENT	POLICE	\$300.00
MCCRORY, MAX	POLICE	\$300.00
SMITH, JASON	POLICE	\$300.00
THOMAS, STAR	POLICE	\$300.00
WALKER, CHRISTOPHER	POLICE	\$300.00
BROWN, NEIL	PARKS & CEMETERY	\$300.00
JUNGE, ERIN	RECREATION	\$300.00
AVERY, AUSTIN	WASTEWATER	\$300.00
PUNG, AIDEN	WASTEWATER	\$300.00
SMITH, ANTHONY	WASTEWATER	\$300.00
SMITH, ROD	WATER	\$300.00
<b>TOTAL:</b>		<b>\$11,100.00</b>

## Nikki Miller

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**From:** noreply@civicplus.com  
**Sent:** Thursday, October 17, 2024 12:37 PM  
**To:** Nikki Miller  
**Subject:** Online Form Submittal: Board & Commission Application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

### Board & Commission Application

Name	Lee Schneider
Date	10/17/2024
Address	7380 Lyons Road Portland, MI 48875
Phone	[REDACTED]
Email	lee_schn@hotmail.com
Employer	THK Rhythm Automotive
Employer Phone	[REDACTED]
How long have you lived in the City of Portland?	12 years just outside city limits
Please mark your choice(s).	Downtown Development Authority
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	Downtown property and business owner, including landlord.
Are you a high school graduate?	Yes
Are you a college graduate?	Yes
List name of the college or university you	Kettering University, Mechanical Engineering Bachelors Degree

attended and the level of degree earned.

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List your professional and work experience.	18 years as an engineer. 6 years as commercial property and business owner.
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List your community activities, interests and service.	Epic Community Church Partner, Portland High School Robotics Mentor, Junior Raiders Football Coach
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References (optional)	<i>Field not completed.</i>
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File Attachment	<i>Field not completed.</i>
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Email not displaying correctly? [View it in your browser.](#)

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

Held on Tuesday, September 30, 2024  
In the Council Chambers at City Hall

Members Present: Madarang, Sandborn, Barnes, Vogl, Ward, Williamson, Briggs, City Manager Dymczyk

Members Absent: None

Staff: Director ConnerWellman, City Clerk Miller

Guests: Jon Moxey of Fleis & VandenBrink; Mike Judd

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

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

Director ConnerWellman presented the Summer Digest – Bi-Annual Update.

There was no Public Comment.

Motion by Barnes, supported by Williamson, to approve the minutes of the August 26, 2024, regular meeting.  
All in favor. Adopted.

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

Under Team Reports, Director ConnerWellman noted the Work Session meeting entailed discussion of the 2025 Work Plan and pride in all the work accomplished in 2024.

Under Old Business, Jon Moxey of Fleis & VandenBrink provided an update related to the Looking Glass Plaza project. Due to issues with the Grand River Crossing Project the building at 103 E. Grand River needs to be taken down to dig out a drill head that is stuck. A change order for this work will be presented to the City Council for approval. Once approved and the building is demolished then new pricing will be obtained for the remainder of the work required for the Plaza Project.

Director ConnerWellman presented concerns from Bill Fabiano, owner of the property at 104 E. Grand River Ave. Mr. Fabiano does not want the wall of his building unfinished over the winter when the building at 103 E. Grand River Ave. is taken down, he has concerns it will be bad for his business. Per the donation agreement between Mr. Fabiano and the City of Portland for the property at 103 E. Grand River Ave. the City agreed to place a dumpster for his business. The dumpster enclosure that will be placed at the new plaza is bid at approximately \$35,000.00. Per review of the donation agreement by the City's attorney there is no obligation to contribute to the façade. The DDA was prepared to pay approximately \$20,000.00 towards repairing Mr.

Fabiano's building to ensure it is structurally sound and weatherproof after the demolition of the adjacent building. This does not include aesthetics of matching and completing his façade. The cost of the dumpster enclosure and the building repairs put the public investment into Mr. Fabiano's property over \$50,000.00, which was the amount he was offered from other interested parties for the property at 103 E. Grand River Ave. With these costs there is essentially no donation to the City. Mr. Fabiano has also stated he does not want the building to come down unless there is a plan to restore his building façade, this is holding up progress on the Grand River Crossing work.

Mayor Barnes suggested the City attorney respond to Mr. Fabiano.

There was discussion.

Motion by Ward, supported by Williamson, to have the City attorney respond to the request by Mr. Fabiano.

All in favor. Adopted.

Under New Business, Mr. Moxey noted the first block of Kent Street had the topcoat paving done this morning and is getting close to reopening. A Grand Opening Celebration will be held Wednesday, October 16, 2024, from 4:00 – 7:00 P.M.

Director ConnerWellman provided a review of the Fiscal Year 2023/2024 Budget and requested \$20,000.00 for the Looking Glass Plaza Project and \$9,000.00 for the Kent Street Project be moved from the fund balance to the Fiscal Year 2024/2025 Budget.

Motion by Williamson, supported by Vogl, to move \$29,000.00 from the Fiscal Year 2023/2024 fund balance to the Fiscal Year 2024/2025 Budget.

All in favor. Adopted.

Mr. Moxey provided information on the upcoming Divine Hwy. Bridge Replacement Project scheduled to take place in 2025.

Director ConnerWellman provided the Director's Report.

Under Board Member comments, Director ConnerWellman thanked Chair Madarang for his contributions to the DDA.

Motion by Williamson, supported by Barnes, to adjourn the meeting at 7:52 P.M.

All in favor. Adopted

Respectfully submitted,

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Margery Briggs, Secretary

**CITY OF PORTLAND**

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

October 22, 2024  
September 1-30, 2024

<b>Kwh Consumed</b>	3,010,704
<b>DIESEL PRODUCTION</b>	7,003
<b>HYDRO GENERATION</b>	57,434

<b>Total Kwh Purchased</b>	<b>2,946,267</b>	<b>Total Dollars Paid</b>	<b>\$ 203,396.53</b>
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**Kwh Billed**

Residential	1,617,122
Commercial	873,573
Large General	734,300
City St. Lites Metered	9,427
St. Lites Unmetered	
Rental Lights	
Demand	1,741

**Dollars Billed**

PCA Billed	\$ 26,230.47
Residential	\$ 250,974.95
Residential EO Charge	\$ 2,962.54
Geothermal Discount	\$ -
AMI Opt Out	\$ 60.00
Commercial	\$ 131,187.34
Commercial/LG EO Charge	\$ 2,475.19
Large General	\$ 78,068.25
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 951.16
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 14,758.92
Tax	\$ 19,336.74

**Total Kwh Billed** **3,236,163**

Arrears after billing	\$ 14,534.77
Penalties Added	\$ 2,061.22
Arrears end of month	\$ 37,862.10
Fuel Cost Billed	\$ 3,903.67
Amount Collected	\$ 468,939.59
Total Adjustments	\$ 3,199.79

**Total Dollars Billed** **\$ 528,801.35**

Power Cost Adj.	.00813
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Residential Customers	2,233
Commercial Customers	334
Large General	15
<b>Total Customers</b>	<b>2,582</b>

10/03/24



**CITY OF PORTLAND**  
**September-24**

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**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Sep-24	<b>PERIOD COVERED</b>	September 1-30, 2024
Customers Billed		Penalties Added	\$ 369.75
City	1,865	Dollars Collected	\$ 87,573.53
Rural	25	Arrears at end of Month	\$ 6,730.58
Total Customers	1,890	Adjustments	\$ 413.97
		Gallons Pumped	13,413,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	10,464,897		\$ 76,668.27
Rural	175,499		\$ 2,473.23
Total	<u>10,640,396</u>		<u>\$ 79,141.50</u>

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**SEWER DEPARTMENT REPORT**

Customers Billed	1,806	Dollars Billed	\$161,843.68
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 161,843.68
Penalties Added	\$ 772.78		
Dollars Collected	\$ 155,889.23		
Arrears at end of Month	\$ 14,744.42		
Adjustments	\$ 3,664.62		
Gallons Treated per Million	7.396		



**IONIA COUNTY BOARD OF COMMISSIONERS  
BOARD OF COMMISSIONERS MEETING  
OCTOBER 22, 2024 – 3:00 P.M.  
101 WEST MAIN STREET  
IONIA, MICHIGAN**

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

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
  - B. Approve per diem and mileage
  - C. Approve payments of Common Cash and General Fund Payroll for the month of September 2024- \$1,952,319.83
  - D. Approve payments of Health Department payroll and accounts payable for the month of September 2024-\$ 197,355.71
  - E. Approve payments of Road Department payroll and accounts payable for the month of September 2024-\$ 1,203,484.74
  - F. Approval of payments from Trust and Agency for the month of September 2024-\$2,343,283.05
- VII. Unfinished Business**
- VIII. New Business**
  - A. 2025 Budget Hearing
  - B. Adopt the 2025 Budget Resolution
  - C. Adopt the 2025 Road Department Budget Resolution
  - D. Request approval and to adopt Ionia County Pension Plan-Jack Kasko
  - E. Request for Foster Swift to represent the County of Ionia in appeal PA233-Patrick Jordan
  - F. Request approval of Solid Waste Plan Amendment-Melissa Eldridge
  - G. Request As Needed Engineering Services at Road Department-Linda Pigue
  - H. Request Approval to Repair Bridges 4031, 4054, and 4064-Linda Pigue

- I. Request for a Fire Monitoring Alarm System-Linda Pigue
- IX. Department Reports**
  - A. Building Department
  - B. Drain Department
- 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**

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

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