



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

7:00 P.M. Monday, December 7, 2015  
City Council Chambers  
City Hall, 259 Kent St., Portland Michigan

<b>Estimated Time</b>		<b>Action Requested</b>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	
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>	
	<b>VI. <u>Presentations</u> – None</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>	
7:15 PM	<b>A. Proposed Resolution 15-88 Approving, Authorizing, and Directing The Mayor and Clerk to Sign MDOT Contract No. 15-5478 to Provide \$375,000 in Federal Surface Transportation Funds for the Kent Street Improvement Project</b>	Motion
7:18 PM	<b>B. Proposed Resolution 15-89 Approving the Board of Light and Power’s Recommendation to Authorize the Michigan Public Power Agency (MPPA) to Facilitate a Contract with Consumer’s Energy for The City of Portland</b>	Motion
7:20 PM	<b>C. Proposed Resolution 15-90 Approving 2016 City Council Meeting Dates</b>	Motion
7:22 PM	<b>D. Motion to Go Into Closed Session to Discuss the Vacant Council Member Seat (Requires a 2/3 Majority by Roll Call Vote)</b>	Motion
7:40 PM	<b>X. <u>Consent Agenda</u>–</b>	Motion
	<b>A. Minutes &amp; Synopsis from the Regular City Council Meeting held on November 16, 2015</b>	
	<b>B. Payment of Invoices in the Amount of \$200,833.58 and Payroll in the Amount of \$144,941.85 for a Total of \$345,775.43</b>	
	<b>C. Purchase Orders over \$5,000 – None</b>	
	<b>XI. <u>Communications</u>–</b>	
	<b>A. DDA Minutes from October 15, 2015</b>	
	<b>B. DDA Treasurer’s Report for November 19, 2015</b>	
	<b>C. Utility Billing Report for October 2015</b>	

**Estimated  
Time**

**Action  
Requested**

- D. Police Department Report for November 2015
- E. Wastewater Treatment Plant Report for November 2015
- F. Water Department Report for November 2015
- G. Fire Department Report for October 2015
- H. Liquor License Transfer Information from the MI Liquor Control Commission
- I. WOW! Correspondence
- J. Ionia County Board of Commissioners Agenda for November 24, 2015
- K. Ionia County Board of Commissioners Agenda for December 8, 2015

7:42 PM

**XII. Other Business - None**

7:45 PM

**XIII. City Manager Comments**

7:50 PM

**XIV. Council Comments**

7:55 PM

**XV. Adjournment**

Motion

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 15-88**

**A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO SIGN MDOT CONTRACT No. 15-5478 TO PROVIDE \$375,000 IN FEDERAL SURFACE TRANSPORTATION FUNDS FOR THE KENT STREET IMPROVEMENT PROJECT**

**WHEREAS**, the City of Portland was awarded \$375,000 in Federal Surface Transportation funds to make road improvements on Kent Street, between Academy Street and the south limits of the City (the Project); and

**WHEREAS**, the Michigan Department of Transportation (MDOT) administers Federal Surface Transportation Funds on behalf of the Federal Highway Administration (FHWA) for projects located in Michigan; and

**WHEREAS**, MDOT requires that the parties enter a written agreement for the purpose of fixing the rights and obligations of the parties with respect to the Project, a copy of which is attached as Exhibit A; and

**WHEREAS**, City Engineers have reviewed the proposed agreement, a copy of which is attached as Exhibit A, and advised that it is a standard MDOT Agreement and that there is no reason not to sign it.

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

1. The City Council approves, authorizes and directs the Mayor, James E. Barnes, and the Clerk, Monique I. Miller to sign MDOT Contract No. 15-5478 to provide \$375,000 in Federal Surface Transportation Funds for the Kent Street Improvement Project, between Academy Street and the south limits of the City.
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:** December 7, 2015

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

**CERTIFICATION**

STATE OF MICHIGAN) ) ss.  
COUNTY OF IONIA ) )

I, Monique I. Miller, the duly qualified and acting Clerk of the City of Portland, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on December 7, 2015, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 7<sup>th</sup> day of December, 2015.

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

STP

DA

Control Section	STUL 34470
Job Number	126247A
Project	STP 1534(007)
Federal Item No.	HK 0575
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	15-5478

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PORTLAND, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Portland, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 8, 2015, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing work along Kent Street from the south limits of the City of Portland northeasterly to Academy Street; including concrete curb and gutter, modular block retaining wall, concrete sidewalks, sidewalk ramps, permanent signing and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Water main and sanitary sewer work in the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM



5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PART A portion of the PROJECT is calculated by using the federal funding for the PART A portion of the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PART A portion of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PART A portion of the PROJECT is determined by the current funding authorization for the PART A portion of the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation

with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF PORTLAND

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
Department Director MDOT

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

FORM APPROVED  
11/12/15  
ASSISTANT  
ATTORNEY  
GENERAL

RDS  
11/3/15

APPROVED BY:

*[Signature]*

FOR: Administrator  
Real Estate

11/9/15

Date

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
    - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
    - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
  - 3. Modification Or Construction Of Railroad Facilities
    - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
    - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
  
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B  
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE  
AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make  
(Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 15-89**

**A RESOLUTION APPROVING THE BOARD OF LIGHT AND POWER'S  
RECOMMENDATION TO AUTHORIZE THE MICHIGAN PUBLIC POWER  
AGENCY (MPPA) TO FACILITATE A CONTRACT WITH CONSUMER'S  
ENERGY FOR THE CITY OF PORTLAND**

**WHEREAS**, along with eight (8) other communities, the City entered into an agreement in 2001 with Consumer's Energy to utilize its transmission lines to service the City; and

**WHEREAS**, Consumer's Energy recently discovered that the contractual rate increases were not implemented in accordance to the agreement. The City pays approximately \$1,300.00 per month for this service and the new agreement would increase this amount to approximately \$4,000.00 per month over a 4-5 year period which would be in step with the original agreement; and

**WHEREAS**, Consumer's is not seeking retroactive reimbursement for their error and the new increases will likely not result in any rate increases to City residents; and

**WHEREAS**, at its regularly scheduled meeting on Tuesday, October 27<sup>th</sup>, 2015, the Board of Light and Power voted unanimously to recommend to City Council to authorize the MPPA to facilitate the new agreement with Consumer's Energy on behalf of the City of Portland and other MPPA members, a copy of the minutes are attached as Exhibit A.

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

1. The City Council approves the Board of Light and Power's recommendation to authorize the MPPA to facilitate the new agreement with Consumer's Energy on behalf of the City of Portland and other MPPA members, a copy of the minutes are attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** December 7, 2015

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 15-90**

**A RESOLUTION APPROVING 2016 CITY COUNCIL MEETING DATES**

**WHEREAS**, the Open Meetings Act requires public bodies to post a list of dates of all of the regular meetings within ten days of the first meeting in each calendar or fiscal year; and

**WHEREAS**, Section 2-19 of the Code of the City of Portland, Michigan provides:

**2-19 Time and place.**

Sec. 1. The Portland City Council shall conduct regular meetings on the first and third Monday of the month in the Council Chambers at City Hall commencing at 7:00 p.m. unless rescheduled to a date not less than seven (7) days after adoption of a resolution passed by the City Council which reschedules the regular meeting. Whenever a meeting date falls on a City holiday, the meeting shall be conducted on the next business day; and

**WHEREAS**, the City Clerk has prepared the attached listing of the 2016 regular meeting dates for the City Council, Planning Commission, ZBA, DDA, Board of Light & Power, Park and Recreation Board, and EDC, a copy of which is attached as Exhibit A.

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

1. The Portland City Council approves the list of proposed dates for the meeting of City Council for the year 2016 as set forth on the attached 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:** December 7, 2015

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

# PUBLIC NOTICE

In compliance with the Open Meetings Act and the Portland City Charter, following are the dates for the regular meetings, unless otherwise noted, for Boards & Commissions of the City of Portland for 2016. Individuals with disabilities requiring auxiliary aids or services for any meeting may obtain a Request for Accommodations form at City Hall, or call the City Clerk at 517-647-3211 to have a form mailed to you.



CITY COUNCIL	
All meetings are held at 7:00 P.M., the first and third Monday of each month, in the Council Chambers at City Hall, 259 Kent St.	
Monday	January 4th
Monday	January 18th
Monday	February 1st
Tuesday	February 16th
Monday	March 7th
Monday	March 21st
Monday	April 4th
Monday	April 18th
Monday	May 2nd
Monday	May 16th
Monday	June 6th
Monday	June 20th
Tuesday	July 5th
Monday	July 18th
Monday	August 1st
Monday	August 15th
Tuesday	September 6th
Monday	September 19th
Monday	October 3rd
Monday	October 17th
Monday	November 7th
Monday	November 21st
Monday	December 5th
Monday	December 19th

DDA	
All meetings are held at 4:00 P.M., the third Thursday of each month, in the Council Chambers at City Hall, 259 Kent St., Portland, MI.	
Thursday	January 21st
Thursday	February 18th
Thursday	March 17th
Thursday	April 21st
Thursday	May 19th
Thursday	June 16th
Thursday	July 21st
Thursday	August 18th
Thursday	September 15th
Thursday	October 20th
Thursday	November 17th
Thursday	December 15th

PLANNING COMMISSION	
All meetings are held at 7:00 P.M., the second Wednesday of each month, in the Council Chambers at City Hall, 259 Kent St., Portland, MI.	
Wednesday	January 13th
Wednesday	February 10th
Wednesday	March 9th
Wednesday	April 13th
Wednesday	May 11th
Wednesday	June 8th
Wednesday	July 13th
Wednesday	August 10th
Wednesday	September 14th
Wednesday	October 12th
Thursday	November 9th
Wednesday	December 14th

ZONING BOARD OF APPEALS	
All meetings are held at 7:00 P.M., the second Monday of each month, in the Council Chambers at City Hall, 259 Kent St., Portland, MI.	
Monday	January 11th
Monday	February 8th
Monday	March 14th
Monday	April 11th
Monday	May 9th
Monday	June 13th
Monday	July 11th
Monday	August 8th
Monday	September 12th
Monday	October 10th
Monday	November 14th
Monday	December 12th

BOARD OF LIGHT & POWER	
All meetings are held at 4:00 P.M., the last Tuesday of each month, at the Diesel Plant, 723 E. Grand River Ave., Portland, MI.	
Tuesday	January 26th
Tuesday	February 23rd
Tuesday	March 29th
Tuesday	April 26th
Tuesday	May 31st
Tuesday	June 28th
Tuesday	July 26th
Tuesday	August 30th
Tuesday	September 27th
Tuesday	October 25th
Tuesday	November 29th
* No Meeting *	

PARKS & REC BOARD	
All meetings are held at 5:30 P.M., the third Thursday of each month, in the Executive Board Room at City Hall, 259 Kent St., Portland, MI.	
Thursday	January 21st
Thursday	February 18th
Thursday	March 17th
Thursday	April 21st
Thursday	May 19th
* No Meeting *	
Thursday	July 21st
Thursday	August 18th
Thursday	September 15th
Thursday	October 20th
Thursday	November 17th
* No Meeting *	

EDC	
All meetings are held at 7:00 P.M., the fourth Monday of each month, in the Executive Board Room at City Hall, 259 Kent St., Portland, MI.	
Monday	January 25th
Monday	February 22nd
Monday	March 28th
Monday	April 25th
Tuesday	May 23rd
Monday	June 27th
Monday	July 25th
Monday	August 22nd
Monday	September 26th
Monday	October 24th
Monday	November 28th
* No Meeting *	

Exhibit A

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, November 16, 2015

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons and Baldyga; City Manager Gorman; City Clerk Miller; DDA/Main Street Director Perry; Police Chief Knobelsdorf

Guests: Kathy Parsons; Denise Barnes; Bill Roeser, President and CEO of Sparrow Ionia Hospital; Jamie Goodman, Ronda Goodman, Julie McNaughton, Laurie Reeves, Katrice Sweet, Lisa Quick, Chad Goodman, and Tyler Tichvon of Portland Relay for Life

The meeting was called to order at 7:00 P.M. by City Clerk Miller with the Pledge of Allegiance.

City Clerk Miller held the swearing in ceremony for newly elected Council Members Barnes, VanSlambrouck and Baldyga.

City Clerk Miller opened the floor for nominations for Mayor.

Motion by Fitzsimmons, supported by Baldyga, to nominate Barnes as Mayor.

There were no other nominations.

Council Member VanSlambrouck commented that the Mayor is an important official and he is pleased that Portland's Mayor has his finger on the pulse of the community and an advocate for Portland residents in creating a better place to work, live, go to school and play. He further stated it has been a pleasure to serve with him and he looks forward to continuing to do so as there are many exciting things happening in Portland.

City Clerk closed nominations for Mayor and held the vote for the election of Barnes as Mayor.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Barnes

Nays: None

Adopted

Mayor Barnes thanked Council Member VanSlambrouck for the kind words and echoed his sentiments regarding the excitement over all of the activity taking place in Portland.

Mayor Barnes opened the floor for nomination for Mayor Pro-Tem.

Motion by Barnes, supported by Fitzsimmons, to nominate VanSlambrouck as Mayor Pro-Tem.

There were no other nominations.

Nominations were closed and City Clerk Miller held the vote for VanSlambrouck as Mayor Pro-Tem.

Yeas: Barnes, Fitzsimmons, VanSlambrouck, Baldyga

Nays: None  
Adopted

Mayor Barnes noted the City Council is short one member as there were only three individuals that were on the ballot for four open seats. Per the City Charter, the vacancy must be filled with 30 days. Resumes with a cover letter will be accepted through Thursday, December 3, 2015 at 5:00 P.M. The Council will review the resumes submitted and make an appointment at its next meeting on Monday, December 7, 2015.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve the Proposed Agenda as presented.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

Under Public Comment, Jamie Goodman of Portland Relay for Life provided a handout and presented information about the organization and their event scheduled for Saturday, August 6, 2016. She clarified that fundraising in Portland directly affects the Portland area.

Julie McNaughton talked about her personal experience and the help provided by the organization during her battle with cancer.

Under the City Manager Report, City Manager Gorman reported he has been working with the Economic Development Corporation (EDC) on the potential development of the 53 acres at Grand River Ave. and Cutler Rd. owned by the City of Portland. The City is in preliminary discussions with Sparrow Hospital for a development on this property as they have a need for a larger facility.

Mr. Roeser, President and CEO of Sparrow Ionia Hospital, stated their organization has seen a lot of progress in Ionia County. The current clinic in Portland has been in operation for quite some time but is undersized so this particular project has been moved up the priority list. He stated they will meet with the City on Friday to discuss further plans, they are excited about getting the process going.

Mayor Barnes noted that he is excited about the potential development.

City Manager Gorman further reported that Goodwill will be breaking ground soon on the construction of their new building. He and City staff will meet with Goodwill representatives this week to discuss preconstruction issues. A ground breaking ceremony will be planned.

The City has received the contract for the Kent Street Improvement Project which will be presented to Council for approval at its next meeting.

Resumes and cover letters for the vacant Council seat will be accepted through Thursday, December 3, 2015.

Under Presentations, DDA/Main Street Director Perry presented the Downtown Report. Portland Main Street and the Portland Area Historical Society held their 5<sup>th</sup> Annual History Walk on Sunday, October 25, 2015. Participants were greeted by past Portland business people at their former places of business. Portland Main Street also held its 12<sup>th</sup> Annual Volunteer Recognition event on Monday, October 26, 2015 at The Gallery Brewery with approximately fifty people in attendance. Portland Civic Players had near

sell out audiences on its opening weekend of “Oliver”. The cast of fifty individuals will also perform in shows this upcoming weekend. Holidayfest will be held Saturday, December 12, 2015 with the theme “Old Tyme Christmas” with many family fun activities. Ameri-Pro will begin repairs to the roof of the Opera House this week. They will also remove decaying interior aspects of the property. Several parking spaces in front of the building will be blocked off for placement of dumpsters. A new business is coming into the Peake building; this will leave only one viable vacancy in the downtown for a business opportunity.

Mayor Barnes opened the Public Hearing on the vacating of property at 7:30 P.M.

City Manager Gorman explained the Public Hearing is to take comments on the request to vacate that portion of an abandoned public street known as Elm Street lying between Lots 9 and 16 of the Almeron and James Newman Addition (the “Addition”) to the City of Portland and between Hill and Brush Streets and that portion of an abandoned public alley lying between said Hill and Brush Streets and Lots 16 and 23. The property description is for the portion of Elm Street that went under the current building at 306 Brush Street known as Old School Manor and for an alley that would right next to the building.

The Public Hearing is the second step in the process of the City vacating this property. The Public Hearing was noticed and no comments have been received.

Mayor Barnes closed the Public Hearing at 7:32 P.M.

Under New Business, the Council considered Resolution 15-84; a Resolution of Intent to vacate a portion of Elm Street and the portion of an alley that were formerly on the property at 306 Brush St. for the Old School Manor redevelopment project.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 15-84 to approve the vacation of the portion of Elm Street lying between Lots 9 and 16 and between Hill and Brush Streets and the portion of a public alley lying between Hill and Brush Streets and Lots 16 and 23.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

The Council considered Resolution 15-85 to sign an Interim Chief of Police agreement with Robert A. Bauer effective December 1, 2015. City Manager Gorman stated that current Police Chief James Knobelsdorf has resigned his position as of November 30, 2015. He further stated his appreciation for Chief Knobelsdorf’s service and commitment to the community.

Mayor Barnes thanked Chief Knobelsdorf for his service and time spent in Portland.

Motion by Baldyga, supported by VanSlambrouck, to approve Resolution 15-85 approving, authorizing and directing the City Manager and City Clerk to sign an Interim Chief of Police Agreement with Robert A. Bauer.

Yeas: Baldyga, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 15-86 to approve an energy purchase through the Michigan Public Power Agency (MPPA) contingent on the approval of the Board of Light and Power at its regularly scheduled meeting on November 24, 2015. As a member of the MPPA's Energy Services Project Committee, the City of Portland has an opportunity to enter into a transaction to meet a portion of its future load requirements for the 2016 calendar year by purchasing energy not to exceed \$123,939.00.

Motion by Baldyga, supported by Fitzsimmons, to approve Resolution 15-86 approving an energy purchase through the Michigan Public Power Agency contingent upon the approval of the Board of Light and Power.

Yeas: Baldyga, Fitzsimmons, VanSlambrouck, Barnes

Nays: None

Adopted

The Council considered Resolution 15-87 to confirm the appointment of Chris Tyler to the DDA with a term expiring June 30, 2018.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 15-87 confirming the Mayor's appointment to City Boards and Commissions.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by Baldyga, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on November 2, 2015, payment of invoices in the amount of \$130,169.68 and payroll in the amount of \$143,193.12 for a total of \$273,362.80. There were no purchase orders over \$5,000.00.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman stated that the contractors working on the Opera House have obtained the appropriate permits to allow the closure of the sidewalk and some parking spaces to safely provide for a chute from the roof to the dumpsters.

The flags have been lowered to half-staff by proclamation from the Governor of Michigan in honor of the victims of the November 13, 2015 terrorist attacks in Paris, France through Thursday, November 19, 2015.

City Hall will be closed for the Thanksgiving Holiday on Thursday and Friday; November 26-27, 2015.

Under Council Comments, Mayor Pro-Tem VanSlambrouck informed everyone that the VFW will provide a free, home cooked Thanksgiving meal to the public on Thanksgiving, Thursday, November 26, 2015.

Council Member Baldyga thanked the residents of Portland for their vote of approval to elect him to the City Council. He stated it is a privilege. He also thanked Police Chief Knobelsdorf for his service to the community. He stated that his thoughts and prayers are with those affected by the terrorist attacks.

Mayor Barnes also thanked the residents that came out to vote and submitted ballots in the recent City Council election. He further stated he will do his best to represent the people of the City of Portland.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Barnes

Nays: None

Adopted

Meeting adjourned at 7:43 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the November 16, 2015 City Council Meeting**

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 and Baldyga; City Manager Gorman; City Clerk Miller; DDA/Main Street Director Perry; Police Chief Knobelsdorf

**Public Comment** - Jamie Goodman of Portland Relay for Life provided a handout and presented information about the organization and their event scheduled for Saturday, August 6, 2016.

**Presentation** - DDA/Main Street Director Perry presented the Downtown Report.

**Public Hearing** on the request to vacate that portion of an abandoned public street known as Elm Street lying between Lots 9 and 16 of the Almeron and James Newman Addition (the “Addition”) to the City of Portland and between Hill and Brush Streets and that portion of an abandoned public alley lying between said Hill and Brush Streets and Lots 16 and 23.

**Approval of Resolution 15-84** to approve the vacation of the portion of Elm Street lying between Lots 9 and 16 and between Hill and Brush Streets and the portion of a public alley lying between Hill and Brush Streets and Lots 16 and 23.

All in favor. Approved.

**Approval of Resolution 15-85** approving, authorizing and directing the City Manager and City Clerk to sign an Interim Chief of Police Agreement with Robert A. Bauer.

All in favor. Approved.

**Approval of Resolution 15-86** approving an energy purchase through the Michigan Public Power Agency contingent upon the approval of the Board of Light and Power.

All in favor. Approved.

**Approval of Resolution 15-87** to confirm the appointment of Chris Tyler to the DDA with a term expiring June 30, 2018.

All in favor. Approved.

**Approval of the Consent Agenda.**

All in favor. Approved.

**Adjournment at 7:43 P.M.**

All in favor. Approved.

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
AT&T	00686	PHONE SERVICE - WASTE WTR	86.17
AT&T	00686	PHONE SERVICE - WASTE WTR	26.63
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	1,181.25
ABRAHAM & GAFFNEY, P.C.	00002	FINAL BILLING FOR AUDIT FIELDWORK & DELIVERY O	250.00
ADVANCE CONTROLS	MISC	SUPPLIES - WASTE WATER	27.87
AECOM TECHNICAL SERVICES	01810	DAM MANAGEMENT FERC MONITORING - ELECTRIC	2,049.11
ALLIED 100	MISC	AED BATTERY & PADS - POLICE	258.22
AUTOMATED BUSINESS EQUIPMENT	00027	SERVICE CONTRACT ON ULTIMAIL - GENERAL	420.00
BASIC	01983	ANNUAL RENEWAL FEE FOR HRA - GENERAL	250.00
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMBULANCE	499.36
BOUND TREE MEDICAL LLC.	01543	PULLOVERS - AMBULANCE	259.20
BOUND TREE MEDICAL LLC.	01543	SUPPLIES FOR IV TRAINING - AMBULANCE	374.99
BUSINESS CARD	02075	MISC EXP - VARIOUS DEPTS	1,551.36
DORNBOS, SIGN & SAFETY, INC.	00067	SIGNS FOR TRAIL - PARKS	82.58
FAMILY FARM & HOME	01972	SNOWBROOM, RECEPTACLE - MTR POOL	31.98
FAMILY FARM & HOME	01972	HOLE SAW - MTR POOL	16.99
FLAGS UNLIMITED LTD	00988	FLAGS - COMM PROMO	214.20
FLEIS & VANDENBRINK	00153	OCTOBER ENGINEERING SERVICES - GENERAL, WASTE	3,624.47
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - MTR POOL	469.70
GOOSE CREEK TREE FARM INC.	00170	RED MAPLE TREE FOR DOREEN DRIVE - ELECTRIC	425.00
S. TUTT GORMAN	02311	CELL PHONE REIMB - CITY MANAGER	60.00
GRP ENGINEERING INC.	01994	COORDINATION STUDY - ELECTRIC	2,000.00
HASSELBRING-CLARK	02073	QTRLY MA COPY MACH-POL, FIRE, CODE, AMB	140.00
HASSELBRING-CLARK	02073	CITY HALL COPY MACHINE MAINT- GENERAL	97.28
HYDROCORP	02340	INSPECTION & REPORTING SERVICES - WATER	380.00
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	9,100.00
JEROME J. GALLAGHER, PH.D., LLC	MISC	EVALUATION - POLICE	425.00
JOHN DEERE FINANCIAL	01818	PARTS - MAJ STS, MTR POOL	192.88
KATHY'S CLEANING	01684	CITY HALL CLEANING SERVICES - GENERAL	720.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KEUSCH SUPER SERVICE	00228	REPAIRS MADE TO AMB #44 - MTR POOL	2,188.72
KEUSCH SUPER SERVICE	00228	TIRES & LABOR - MTR POOL	908.36
KEUSCH SUPER SERVICE	00228	TIRES & LABOR - MTR POOL	502.96
KEUSCH SUPER SERVICE	00228	TIRE LEAF MACHINE & TIRE DISPOSAL - MTR POOL	108.99
KEUSCH SUPER SERVICE	00228	TIRES & LABOR - MTR POOL	215.00
KODIAK EMERGENCY VEHICLES	02224	RE-MOUNT/RE-FURB AMB (NEW AMBULANCE) - MTR POO	109,915.00
LITE'S PLUS	00243	LIGHT BULBS - COMM PROMO	160.20
MAGNUM ELECTRONICS INC	MISC	BATTERIES - POLICE	278.66
MCFADDEN LAW OFFICE PLLC	02299	LEGAL SERVICES - POLICE	195.50
MENARDS	00260	PARTS FOR BATHROOM AT STATION - AMBULANCE	46.52
MICHIGAN ASSN OF CHIEFS POLICE	00266	MEMBERSHIP DUES - POLICE	100.00
MICHIGAN COMPANY, INC.	00273	BLUE MELT/ CALCIUM CHLORIDE - GEN,CEM, CITY HA	1,669.22
MI ASSOC OF MUNICIPAL CLERKS	00264	MEMBERSHIP - GENERAL	60.00
MICHIGAN PAVING & MATERIALS CO.	02102	BLACKTOP - MAJ STS, LOC STS	174.16
MRWA	01935	MEMBERSHIP DUES - WATER	361.66
MISS DIG SYSTEM	00312	MISS DIG MEMBERSHIP FEE 2016 - ELEC,WATER, WW	1,074.54
MRE SERVICES, INC.	00318	OCTOBER COMPUTER SERVICES - GENERAL, INCOME TA	550.00
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	36,868.00
MUNICIPAL SUPPLY CO.	00324	PARTS - WATER	385.32
MUNICIPAL SUPPLY CO.	00324	WINTER GLOVES, BLUE FLAGS W/ METAL STAFF - WAT	52.99
MUZZALL GRAPHICS	00326	LETTER HEAD PAPER - VARIOUS DEPTS	841.56
NYE UNIFORM CO.	00338	UNIFORMS - POLICE	47.50
OTIS ELEVATOR	00970	ELEVATOR SERVICE CONTRACT - CITY HALL	535.83
PLEUNE SERVICE COMPANY INC.	00741	GRAVITY HOOD REPLACEMENT - GENERAL	2,562.00
CITY OF PORTLAND-PETTY CASH	00701	POSTAGE, MILEAGE REIMB - ELECTIONS, GENERAL, A	766.44
RESCO	00392	CONNECTORS - ELECTRIC	124.50
RESCO	00392	SWITCHES - ELECTRIC	480.00
RESCO	00392	SUPPLIES - ELECTRIC	1,319.85
RESCO	00392	SUPPLIES - ELECTRIC	1,319.85

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RESCO	00392	TRANS PAD - ELECTRIC	2,952.00
RESCO	00392	LUG COMPRESSION - ELECTRIC	160.00
ROCHESTER CREATIONS	02359	SWEATSHIRT WITH LOGO - AMBULANCE	54.00
UNITED STATES POSTAL SERVICE	00463	POSTAGE- ELC, WTR, WASTEWATER, GENERAL	970.26
S&K PRINTING	00400	WINTER PROPERTY TAX BILLS - GENERAL	290.00
SPRINT	00859	DATA & PHONE - POLICE	119.36
STAR TRUCK RENTALS	02325	REPAIRS & MAINT TO SNOWPLOW/DUMP - MTR POOL	837.01
STATE OF MICHIGAN	00428	BACTI SAMPLES - WATER	80.00
STATE OF MICHIGAN	00428	RENEWAL OF MEDICAL WASTE PRODUCING FACILITY -	75.00
STEVE'S METER SERVICE	00442	REWIRE PADMOUNT TRANSFORMER - ELECTRIC	55.00
THOMPSON INFORMATION SERVICES	MISC	FAIR LABOR STANDARDS HANDBOOK - GENERAL	462.99
TOP QUALITY GLOVES	02227	GLOVES FOR EMS - AMBULANCE	163.50
USA BLUEBOOK	01850	GLOVES & SUPPLIE S- WASTE WTR	267.61
USA BLUEBOOK	01850	ANTI-SLIP PAINT - WASTE WTR	94.95
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC, WW, WTR, M POOL	184.09
VILLAGE LAUNDRY	01490	UNIFORM CLEANING - POLICE	147.50
VISCO	00793	STREET LIGHT BALLASTS - COMM PROMO	4,380.00
WOW! INTERNET-CABLE PHONE	02132	INTERNET - ELECTRIC, CITY HALL, WW,	148.91
GERALD HUHN	MISC	ENERGY OPTIZ - ELECTRIC	44.00
AMANDA PUNG	MISC	ENERGY OPTZ - ELECTRIC	165.00
SUE VANLENTE	MISC	ENERGY OPTZ - ELECTRIC	154.83
Total:			\$200,833.58

**BI-WEEKLY  
WAGE REPORT  
November 23, 2015**

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.	10,179.37	94,554.54	1,197.64	31,556.86	11,377.01	126,111.40
ASSESSOR	2,061.36	14,775.60	157.69	4,906.07	2,219.05	19,681.67
CEMETERY	4,359.27	42,506.77	331.53	15,247.78	4,690.80	57,754.55
POLICE	24,691.41	160,321.85	2,204.44	46,380.17	26,895.85	206,702.02
CODE ENFORCEMENT	882.77	7,381.01	67.54	2,478.13	950.31	9,859.14
PARKS	2,079.17	28,030.45	157.14	8,170.37	2,236.31	36,200.82
INCOME TAX	2,717.05	19,749.45	191.26	10,617.25	2,908.31	30,366.70
MAJOR STREETS	5,287.81	35,563.08	394.36	20,141.95	5,682.17	55,705.03
LOCAL STREETS	4,572.50	27,026.50	338.56	14,322.83	4,911.06	41,349.33
RECREATION	3,025.19	21,635.29	226.77	9,952.95	3,251.96	31,588.24
AMBULANCE	16,608.09	126,310.55	1,595.59	30,650.56	18,203.68	156,961.11
DDA	1,788.40	5,326.72	133.78	557.62	1,922.18	5,884.34
ELECTRIC	29,247.31	208,436.35	2,214.48	87,824.07	31,461.79	296,260.42
WASTEWATER	14,487.21	106,668.65	1,104.76	48,780.59	15,591.97	155,449.24
WATER	8,813.98	53,419.15	884.63	20,806.17	9,698.61	74,225.32
MOTOR POOL	2,731.79	18,823.00	209.00	6,096.98	2,940.79	24,919.98
<b>TOTALS:</b>	<b>133,532.68</b>	<b>970,528.96</b>	<b>11,409.17</b>	<b>358,490.35</b>	<b>144,941.85</b>	<b>1,329,019.31</b>

**BI-WEEKLY  
WAGE REPORT  
December 7, 2015**

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.	8,366.27	102,920.81	5,379.98	36,936.84	13,746.25	139,857.65
ASSESSOR	1,273.92	16,049.52	904.46	5,810.53	2,178.38	21,860.05
CEMETERY	3,058.51	45,565.28	1,685.50	16,933.28	4,744.01	62,498.56
POLICE	22,810.78	183,132.63	8,541.97	54,922.14	31,352.75	238,054.77
CODE ENFORCEMENT	957.45	8,338.46	492.62	2,970.75	1,450.07	11,309.21
PARKS	2,853.30	30,883.75	1,548.70	9,719.07	4,402.00	40,602.82
INCOME TAX	2,036.92	21,786.37	2,170.42	12,787.67	4,207.34	34,574.04
MAJOR STREETS	3,451.04	39,014.12	3,851.96	23,993.91	7,303.00	63,008.03
LOCAL STREETS	2,915.56	29,942.06	3,083.40	17,406.23	5,998.96	47,348.29
RECREATION	2,121.92	23,757.21	1,944.96	11,897.91	4,066.88	35,655.12
AMBULANCE	12,838.90	139,149.45	4,987.17	35,637.73	17,826.07	174,787.18
DDA	1,538.40	6,865.12	186.91	744.53	1,725.31	7,609.65
ELECTRIC	14,980.71	223,417.06	15,533.11	103,357.18	30,513.82	326,774.24
WASTEWATER	9,480.04	116,148.69	9,714.70	58,495.29	19,194.74	174,643.98
WATER	4,295.66	57,714.81	4,049.67	24,855.84	8,345.33	82,570.65
MOTOR POOL	1,155.61	19,978.61	1,109.74	7,206.72	2,265.35	27,185.33
<b>TOTALS:</b>	<b>94,134.99</b>	<b>1,064,663.95</b>	<b>65,185.27</b>	<b>423,675.62</b>	<b>159,320.26</b>	<b>1,488,339.57</b>

**BI-WEEKLY CASH BALANCE ANALYSIS**  
**AS OF 12/2/15**  
**MEETING DATE 12/7/15**

Fund	Description	Beginning Balance 11/11/15	Total Cash in	Total Cash out	Cash Balance 12/2/15	Time Certificates	Ending Balance 12/2/15
101	GENERAL FUND	1,192,108.14	125,152.33	(203,619.28)	1,113,641.19	235,000.00	1,348,641.19
105	INCOME TAX FUND	17,658.27	59,751.53	(68,747.69)	8,662.11	10,000.00	18,662.11
150	CEMETERY PERPETUAL CARE FUND	34,642.20	-	-	34,642.20		34,642.20
202	MAJOR STREETS FUND	94,636.79	5,771.48	(20,327.79)	80,080.48		80,080.48
203	LOCAL STREETS FUND	147,721.56	5,466.34	(15,961.83)	137,226.07		137,226.07
208	RECREATION FUND	(2,323.11)	19,799.29	(7,609.64)	9,866.54		9,866.54
210	AMBULANCE FUND	164,136.37	39,244.19	(46,768.14)	156,612.42		156,612.42
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	161,149.61	21,384.18	(49,888.93)	132,644.86		132,644.86
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	131,726.85	-	-	131,726.85		131,726.85
520	REFUSE SERVICE FUND	27,772.35	7,990.61	(11,924.78)	23,838.18		23,838.18
582	ELECTRIC FUND	35,608.23	269,320.78	(261,269.21)	43,659.80	530,000.00	573,659.80
590	WASTEWATER FUND	29,986.80	186,386.91	(174,924.29)	41,449.42		41,449.42
591	WATER FUND	116,806.44	49,838.19	(39,270.32)	127,374.31	420,000.00	547,374.31
661	MOTOR POOL FUND	(6,193.37)	26,779.49	(31,639.61)	(11,053.49)		(11,053.49)
703	CURRENT TAX FUND	24,359.32	19,837.67	(17,277.63)	26,919.36		26,919.36
<b>TOTAL - ALL FUNDS</b>		<b>2,173,158.70</b>	<b>836,722.99</b>	<b>(949,229.14)</b>	<b>2,060,652.55</b>	<b>1,195,000.00</b>	<b>3,255,652.55</b>
					ELECTRIC-RESTRICTED CASH	400,000.00	400,000.00
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	671,137.69	671,137.69
					ELECTRIC-PRIN & INT ESCROW	155,795.36	155,795.36
					WASTEWATER DEBT ESCROW	134,226.71	134,226.71
					WASTEWATER REPAIR ESCROW	62,116.50	62,116.50
					DDA-PRIN & INT ESCROW	66,252.61	66,252.61
							<u>5,045,181.42</u>

\*Customer Deposit Breakdown

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

ELECTRIC-RESTRICTED CASH	400,000.00	400,000.00
CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
PERPETUAL CARE CD	130,000.00	130,000.00
INCOME TAX SAVINGS	671,137.69	671,137.69
ELECTRIC-PRIN & INT ESCROW	155,795.36	155,795.36
WASTEWATER DEBT ESCROW	134,226.71	134,226.71
WASTEWATER REPAIR ESCROW	62,116.50	62,116.50
DDA-PRIN & INT ESCROW	66,252.61	66,252.61

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

Held on Thursday, October 15, 2015  
In Council Chambers at City Hall

Members Present: Dumas, Barnes, Blastic, Briggs, Gorman, VanSlambrouck, Grimminck, Urie and Clement

Absent: Antaya

Staff: DDA/Main Street Director Perry, City Clerk Miller

Guests: None

The meeting was called to order at 3:35 P.M.

Motion by Gorman, supported by Urie, to approve the Agenda as presented.  
All in favor. Adopted.

Motion by Barnes, supported by Briggs, to approve the minutes of the September 17, 2015 meeting as presented.  
All in favor. Adopted.

Motion by Barnes, supported by Clement to approve the Treasurer's Report as revised to reflect a bookkeeping change that affects the DDA capture amount.  
All in favor. Adopted.

Under New Business, Director Perry presented the 3<sup>rd</sup> quarter budget review and stated the need to decide what to do with \$11,000 difference budgeted for pension between eligible amounts for Director Reagan and Director Perry.

Chair Dumas suggested moving funds to contractual services for a "wash" and add the remaining amount to the fund equity.

Motion by Barnes, supported by Dumas, to move the unneeded funds that were budgeted for pension expenses to the contractual services and add the remaining funds to the fund equity.  
All in favor. Adopted.

Director Perry presented information on the Façade Grant Application submitted by Terry Piggott. The Design Committee is still in the process of reviewing the application.

There was discussion.

Member Blastic arrived at 3:45 P.M.

Motion by Dumas, supported by VanSlambrouck, to approve the Façade Grant Application submitted by Terry Piggott for his property at 226 Kent St. contingent on the recommendation to the DDA for approval by the Design Committee.  
All in favor. Adopted.

Director Perry stated that a 3-year contract for Christmas decorations was previously approved by the DDA. The contract does not include decorations for Scout Park and the decorations that have been used there are in poor condition. At this time plans are to decorate the park as has been done in prior years.

Member VanSlambrouck suggested all entrances to the City should have decorations; not just the DDA.

There was discussion.

Director Perry asked is more lights that are compatible with what was done last year should be purchased with funds left in the budget.

Motion by Clement, supported by Blastic, to use the funds left in the budget for Christmas decorations to purchase more lights compatible with what was done last year for Scout Park.  
All in favor. Adopted.

Under the Director's Report, Director Perry stated that the roof is complete at Fabiano's River House Grill for which they were awarded a façade grant and will be paid with today's approval of the Treasurer's Report.

The Downtown History Walk sponsored with the Portland Area Historical Society will be held Sunday, October 25, 2015.

The Portland Main Street's Organization & Finance Committee in partnership with Dr. Jason Williamson of Willemin Chiropractic and St. Patrick's Fall Fest Committee combined efforts to bring a great weekend of events on October 10-11, 2015. The Healthy Portland & the Rockin' River Color Run had 72 runners on the river trail.

Under Committee Reports, Director Perry reported that the Promotions & Marketing Committee will hold Holidayfest on Saturday, December 12, 2015 this year and will feature many changes. The theme is "Old Time Christmas". Events will include an eggnog contest, horse and wagon group tours, crafts, music and a light parade.

Director Perry reported on the activities of the Economic Revitalization Committee. Emily Pantera from the Michigan Main Street Center will address the group on October 19, 2015 for training. The Business After Hours event, hosted in conjunction with the Portland Area Chamber of Commerce, was held on October 1, 2015 at the Wagon Wheel and was well attended. A survey of the businesses on Kent St. is being conducted.

Committee Chair Barnes reported that the Organization and Finance Committee will host the Volunteer Recognition Event on Monday, October 26, 2015. The Rockin' River Color Run was a good event with 72 runners. The Facebook page is now at almost 2,015 likes and is growing consistently. An internal group page titled "Portland Main Street Volunteers" has been created for internal communication.

Under Member Comments, Mayor Barnes thanked everyone for taking time to attend the meeting and serve on the DDA.

Member VanSlambrouck asked if there is a way to have a community event page and Director Perry stated that she is working on developing something.

There was discussion.

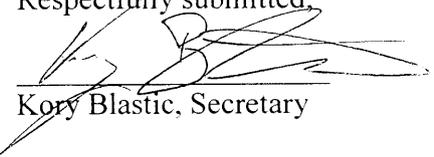
Motion by Barnes, supported by Clement, to excuse the absence of Vice Chair Antaya. All in favor. Adopted.

City Manager Gorman suggested ideas for the Design Committee to consider including lighting the bridge and having the theatre show movies. He stated that he would like to at least have the conversation to consider the ideas.

There was discussion.

Motion by Barnes, supported by Clement, to adjourn the meeting at 4:18 P.M. All in favor. Adopted

Respectfully submitted,

  
Kory Blastic, Secretary



Date: November 19, 2015

**REPORT OF FUNDS IN DDA AS OF: November 13, 2015**

**PRINCIPAL & INTEREST ACCOUNT**

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>10/9/2015</u>	\$ 27,821.01
INTEREST EARNED:	\$ 1.60
DEPOSITS:	
Transfer from Regular Account for Bond Principal and Interest Escrow	<u>\$ 19,215.00</u>
<b>NEW BALANCE: <u>11/13/2015</u></b>	<b><u>\$ 47,037.61</u></b>

**REGULAR ACCOUNT**

PREVIOUS BALANCE: <u>10/9/2015</u>	\$ 186,943.27
INTEREST EARNED:	\$ 5.45
DEPOSITS:	
Color Run	\$ 877.00
Beerfest	\$ 100.00

**CHECKS WRITTEN:**

Ck No. Payee:	<u>AMOUNTS</u>
1510 CITY OF PORTLAND - 2014 Property Tax Adjustment	\$ 1,937.61
1511 HEATHER WILBORN - Window Decorating Contest Prize	\$ 150.00
1512 PATRICIA M. PERRY - Facebook Ads, Door Prizes - Volunteer Recognition, Snowball Drop Prizes	\$ 525.31
1513 S&K TROPHIES AND PLAQUES - Trophies for Volunteer Recognition	\$ 144.50
1514 SHIRLEY TEACHOUT - Quarterly Training - Mileage	\$ 136.62
1515 MIKE JUDD - Quarterly Training - Mileage	\$ 136.62
1516 HOMETOWN DECORATION AND DISPLAY - Christmas Decoration	\$ 6,156.00
1517 SPARROW OCCUPATIONAL HEALTH - Health Physical for Patricia Perry	\$ 132.00
1518 CITY OF PORTLAND - On the Street, Postage, Email Marketing, Telephone, and Color Run Supplies	<u>\$ 231.92</u>

**TOTAL CHECKS** \$ (9,550.58)

TRANSFER TO DDA PRINCIPAL AND INTEREST \$ (19,215.00)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 10/1/15 - 11/2/15 \$ (3,962.16)

TOTAL EXPENSES: \$ (23,177.16)

**NEW BALANCE: 11/13/2015** **\$ 155,197.98**

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

CITY OF PORTLAND

REPORT DATE  
PERIOD COVERED

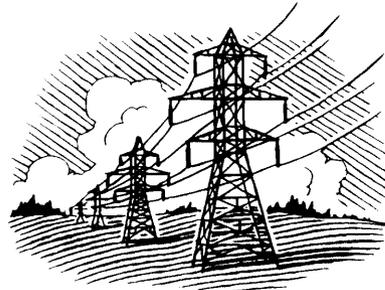
November 1, 2015  
October 1-31, 2015

HYDRO GENERATION	83,400		
DIESEL PRODUCTION	0		
Kwh Purchased	2,756,412	Amount Paid	\$ 197,179.38
<b>Total Kwh Purchased</b>	<b>2,756,412</b>	<b>Total Dollars Paid</b>	<b>\$ 197,179.38</b>

<b>Kwh Billed</b>		<b>Dollars Billed</b>	
Residential	1,154,159	PCA Billed	\$ 3,772.17
Commercial	589,916	Residential	\$ 123,868.83
Large General	803,640	Residential EO Charge	\$ 2,134.67
City St. Lites Metered	29,875	Geothermal Discount	\$ -
St. Lites Unmetered		Commercial	\$ 63,391.14
Rental Lights		Commercial/LG EO Charge	\$ 2,430.17
Demand	2,470	Large General	\$ 55,987.50
		Large EO Charge	\$ 18.40
		City St. Lites Metered	\$ 2,536.02
		St. Lites Unmetered	\$ 1,543.05
<b>Total Kwh Billed</b>	<b>2,580,060</b>	Rental Lights	\$ 253.24
Arrears after billing	\$ 14,565.17	Demand	\$ 14,518.77
Penalties Added	\$ 2,378.01	Tax	\$ 10,000.19
Arrears end of month	\$ 42,194.05	<b>Total Dollars Billed</b>	<b>\$ 280,454.15</b>
Fuel Cost Billed	\$ 3,550.25	Power Cost Adj.	.00148
Amount Collected	\$ 327,469.95		
Total Adjustments	\$ 1,518.92		

Residential Customers	2,176
Commercial Customers	313
Large General	16
<b>Total Customers</b>	<b>2,505</b>

11/02/15



**CITY OF PORTLAND**  
**November-15**

**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Oct-15	<b>PERIOD COVERED</b>	October 1-31, 2015
Customers Billed		Penalties Added	\$ 369.94
City	1,832	Dollars Collected	\$ 52,291.37
Rural	23	Arrears at end of Month	\$ 6,546.63
Total Customers	1,855	Adjustments	\$ 469.53
		Gallons Pumped	9,261,400
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	8,786,816		\$ 46,464.26
Rural	179,504		\$ 1,666.71
Total	<u>8,966,320</u>		<u>\$ 48,130.97</u>

**SEWER DEPARTMENT REPORT**

Customers Billed	1,788	Dollars Billed	\$ 72,211.39
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 72,211.39

Penalties Added	\$ 605.57
Dollars Collected	\$ 73,991.79
Arrears at end of Month	\$ 10,007.87
Adjustments	\$ 671.46
Gallons Treated per Million	9.80



**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
NOVEMBER 2015**

<u>Calls for Service</u>		<u>Traffic Stops</u>	
Dispatched	83	Total Stops	56
Patrol Originated	11	Traffic Citations	30
Assist to PPD	5	Verbal Warnings	39
Assist to Fire / EMS	4	Parking Citations	0
Assist to Other Depts	10		
<u>Arrests</u>		<u>Citizen Contacts</u>	
Misdemeanor Arrest (# of persons)	10	Business Contacts	100
Misdemeanor Charges	10	Patrol Contacts	390
Juveniles Apprehensions	0		
Felony Arrests (# of persons)	2		
Felony Charges	1		

**Noteworthy:**

During the month of November there have been three apprehensions of subjects wanted for various felony offenses within the city limits.

Officer Fandel stopped a vehicle for speeding. During this contact he learned the driver had an outstanding felony warrant for a sex offender reporting violation. The subject was taken into custody and transported to the station where bond was posted.

Officer Groenhof arrested a subject on an outstanding felony warrant who resides within the city after developing information of his location. The Lakeview MSP Post was the originator of the felony warrant for Home Invasion. The subject was arrest and transferred into the custody of the Michigan State Police.

Officer Fandel as mentioned below assisted IOSH with identifying a subject after they reported suspicious activity / behavior at a residence. This subject was a wanted parole absconder that our department had been attempting to locate for the past several weeks. This subject was taken into custody by IOSH and lodged at the county jail.

On November 14<sup>th</sup>, 2015 while traveling on the highway Officer Thomas encountered an intoxicated driver when the subject almost struck her patrol car after veering into her lane of travel. A traffic stop was made and after contact was made with the driver Officer Thomas conducted to OWI investigation. The subject was arrested for Operating While Intoxicated with a High BAC and lodged at the Ionia County Jail.

**Assists to Other Police Agencies:**

**November 3, 2015:** Assist to MSP on I 96 near Kent St with two subjects involved in domestic dispute.

**November 3, 2015:** Assist to IOSH on Kent St near Airport Rd for object in roadway causing hazard.

**November 3, 2015:** Assist to MSP on I 96 near Cutler Rd with a traffic crash.

**November 8, 2015:** Assist IOSH with execution of search warrant at residence on Kent St.

**November 13, 2015:** Assist to Montcalm County with the return of stolen property discovered on the River Trail.

**November 15, 2015:** Assist to MSP with poaching complaint on Okemos Rd near Towner Rd.

**November 19, 2015:** Assist to IOSH on E. Grand River Ave near Cutler Rd for a one vehicle crash where the vehicle struck a tree. Medical assistance was provided for the driver who sustained serious injury. Traffic control was provided at the scene for AeroMed.

**November 24, 2015:** Assist to IOSH on Walnut Grove Rd in Portland Township for a disorderly person with an outstanding warrant.

**November 24, 2015:** Assist to Lansing Police Department with child abuse complaint that occurred in their jurisdiction. Portland Officer also filed complaint with Child Protective Services and assured safe location for child until complaint could be investigated by appropriate agencies.

**November 24, 2015:** Assist to IOSH with identifying and locating wanted parole absconder on Coleta Ave.

**November 26<sup>th</sup>, 2015:** Assist to IOSH with reckless driving involving two vehicles which lead to property damage along eastbound I 96 near the Lake Odessa exit. The drivers and vehicles were stopped and identified. The information was then passed onto IOSH for further investigation.

PORTLAND POLICE DEPARTMENT  
 STATISTICAL INFORMATION  
 NOVEMBER 2015

Chief Knobelsdorf			
<b><u>Total Calls Responded To:</u></b>	<b>8</b>	<b><u>Traffic Stops</u></b>	
Dispatched	8	Total Stops	0
Patrol Originated	0	Traffic Citations	1
Assist to PPD	0	Verbal Warnings	0
Assist to Fire / EMS	0	Parking Citations	0
Assist to Other Depts	0		
<b><u>Arrests</u></b>		<b><u>Citizen Contacts</u></b>	
Misdemeanor Arrests (# of persons)	0	Business Contacts	6
Misdemeanor Charges	0	Patrol Contacts	20
Juvenile Apprehensions	0	<b><u>Minutes</u></b>	
Felony Arrests (# of persons)	0	Time Assigned	1875
Felony Charges	0	Preventative Patrol	585

Sgt Ludwick			
<b><u>Total Calls Responded To:</u></b>	<b>11</b>	<b><u>Traffic Stops</u></b>	
Dispatched	9	Total Stops	6
Patrol Originated	0	Traffic Citations	3
Assist to PPD	1	Verbal Warnings	4
Assist to Fire / EMS	0	Parking Citations	0
Assist to Other Depts	1		
<b><u>Arrests</u></b>		<b><u>Citizen Contacts</u></b>	
Misdemeanor Arrests (# of persons)	1	Business Contacts	4
Misdemeanor Charges	1	Patrol Contacts	29
Juvenile Apprehensions	0	<b><u>Minutes</u></b>	
Felony Arrests (# of persons)	0	Time Assigned	4200
Felony Charges	0	Preventative Patrol	410

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
NOVEMBER 2015**

<b>Officer Teitsma</b>
------------------------

<b><u>Total Calls Responded To:</u></b>	<b>19</b>			
Dispatched	14		<b><u>Traffic Stops</u></b>	
Patrol Originated	1	Total Stops		5
Assist to PPD	0	Traffic Citations		1
Assist to Fire / EMS	1	Verbal Warnings		8
Assist to Other Depts	3	Parking Citations		0
<b><u>Arrests</u></b>				
Misdemeanor Arrests (# of persons)	1		<b><u>Citizen Contacts</u></b>	
Misdemeanor Charges	1	Business Contacts		19
Juvenile Apprehensions	0	Patrol Contacts		113
Felony Arrests (# of persons)	0		<b><u>Minutes</u></b>	
Felony Charges	0	Time Assigned		5430
		Preventative Patrol		4500

<b>Officer Thomas</b>
-----------------------

<b><u>Total Calls Responded To:</u></b>	<b>24</b>			
Dispatched	17		<b><u>Traffic Stops</u></b>	
Patrol Originated	2	Total Stops		3
Assist to PPD	2	Traffic Citations		1
Assist to Fire / EMS	0	Verbal Warnings		2
Assist to Other Depts	3	Parking Citations		0
<b><u>Arrests</u></b>				
Misdemeanor Arrests (# of persons)	2		<b><u>Citizen Contacts</u></b>	
Misdemeanor Charges	2	Business Contacts		9
Juvenile Apprehensions	0	Patrol Contacts		48
Felony Arrests (# of persons)	0		<b><u>Minutes</u></b>	
Felony Charges	0	Time Assigned		5880
		Preventative Patrol		1980

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
NOVEMBER 2015**

<b>Officer Groenhof</b>
-------------------------

<b><u>Total Calls Responded To:</u></b>	<b>15</b>		
Dispatched	8	<b><u>Traffic Stops</u></b>	
Patrol Originated	4	Total Stops	18
Assist to PPD	2	Traffic Citations	14
Assist to Fire / EMS	1	Verbal Warnings	15
Assist to Other Depts	0	Parking Citations	0
<b><u>Arrests</u></b>		<b><u>Citizen Contacts</u></b>	
Misdemeanor Arrests	4	Business Contacts	47
(# of persons)		Patrol Contacts	65
Misdemeanor Charges	4		
Juvenile Apprehensions	0	<b><u>Minutes</u></b>	
Felony Arrests	1	Time Assigned	4130
(# of persons)		Preventative Patrol	3070
Felony Charges	1		

<b>Officer Fandel</b>
-----------------------

<b><u>Total Calls Responded To:</u></b>	<b>22</b>		
Dispatched	15	<b><u>Traffic Stops</u></b>	
Patrol Originated	4	Total Stops	19
Assist to PPD	0	Traffic Citations	9
Assist to Fire / EMS	1	Verbal Warnings	13
Assist to Other Depts	2	Parking Citations	0
<b><u>Arrests</u></b>		<b><u>Citizen Contacts</u></b>	
Misdemeanor Arrests	1	Business Contacts	8
(# of persons)		Patrol Contacts	80
Misdemeanor Charges	1		
Juvenile Apprehensions	0	<b><u>Minutes</u></b>	
Felony Arrests	1	Time Assigned	6945
(# of persons)		Preventative Patrol	4315
Felony Charges	0		

PORTLAND POLICE DEPARTMENT  
 STATISTICAL INFORMATION  
 NOVEMBER 2015

Officer Venton (part-time)			
<b><u>Total Calls Responded To:</u></b>	<b>11</b>	<b><u>Traffic Stops</u></b>	
Dispatched	9	Total Stops	1
Patrol Originated	0	Traffic Citations	0
Assist to PPD	0	Verbal Warnings	1
Assist to Fire / EMS	1	Parking Citations	0
Assist to Other Depts	1		
<b><u>Arrests</u></b>		<b><u>Citizen Contacts</u></b>	
Misdemeanor Arrests (# of persons)	0	Business Contacts	3
Misdemeanor Charges	0	Patrol Contacts	20
Juvenile Apprehensions	0	<b><u>Minutes</u></b>	
Felony Arrests (# of persons)	0	Time Assigned	1015
Felony Charges	0	Preventative Patrol	1205

Officer Burkhardt (part- time)			
<b><u>Total Calls Responded To:</u></b>	<b>3</b>	<b><u>Traffic Stops</u></b>	
Dispatched	3	Total Stops	4
Patrol Originated	0	Traffic Citations	1
Assist to PPD	0	Verbal Warnings	6
Assist to Fire / EMS	0	Parking Citations	0
Assist to Other Depts	0		
<b><u>Arrests</u></b>		<b><u>Citizen Contacts</u></b>	
Misdemeanor Arrests (# of persons)	1	Business Contacts	4
Misdemeanor Charges	1	Patrol Contacts	15
Juvenile Apprehensions	0	<b><u>Minutes</u></b>	
Felony Arrests (# of persons)	0	Time Assigned	1495
Felony Charges	0	Preventative Patrol	1085

# **PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR NOVEMBER 2015**

## **NPDES COMPLIANCE**

The City WWTP was in compliance with the NPDES permit limitations for the month of November 2015. Complete copies of all discharge Monitoring Reports are on file at the WWTP.

## **OPERATIONS**

The WWTP treated and discharged **9.5 million gallons** for the month of November. The treatment was very good this month with the CBOD at 4 ppm, Total Suspended Solids were at 6 ppm, Fecal Coliforms were at 5 ppm, and the Phosphorus was at 0.9 ppm.

November was a relatively quiet month. Plans were finalized with Pinnacle for the construction of the new Goodwill building. The preconstruction meeting took place just prior to the Thanksgiving holiday with work scheduled to begin by the first of December.

Three local foundation companies were contacted to request quotes to construct the foundation and pad for the Riverside lift station. These were provided to the WWTP. They range in price from \$3550 to \$4750. We are now waiting to hear back from the MDEQ for the Part 41 construction permit to proceed with the generator installation.

Synagro has been contacted and the last Biosolids haul has been scheduled for the second week in December. This will have us ready for sludge storage over the winter months.

Kemira has been contacted and scheduled for a bulk delivery of Ferrous Chloride for phosphorus removal in mid-December.

We were contacted by Conflux Brewery who is making plans to brew craft beer in Portland. An Industrial Discharge Survey was sent to them and was returned completed. Because of the high CBOD and Total Suspended Solid (TSS) loads that would be received at the WWTP, Rich Grant was contacted at Fleis & Vanden Brink for advice on what the impact would be to the WWTP and the City. He has been in conversation with Conflux Brewery and we are working out the details on how to control their anticipated discharge to lessen the negative impacts. We also have to be careful to comply with the City Ordinances concerning such a discharge. This will also help us to establish a clear policy for craft breweries should others decide to locate in Portland. Conflux currently plans to be able to begin brewing by the end of 2016.

**Maintenance & Capitol Expenses for November 1, 2015 to November 30, 2015**

ITEM	COST
Tom's Do It Center – Distilled water, Hex Key set, WD-40, Electrical Tape	\$ 62.09
Advance Control – Emergency stop knobs for the Thickener –Safety item	\$ 87.34
USA Bluebook – Gloves and non-slip safety yellow paint	\$ 362.56
<hr/>	
<b>Total Expenses</b>	<b>\$ 511.99</b>
<b>Total Spent YTD</b>	<b>\$ 17115.82</b>

**WASTEWATER COLLECTION SYSTEM ACTIVITY**

Sewer Trouble Spots sections cleaned	2325feet
Routine cleaning	0 feet
Sewer call outs due to building services	1
Sewer call outs due to plugged City main	0
New connections to sewer main	1
Building Services Televised	2
Building Services Inspected	1
City Main Televised	0 feet

**SEWER CALLOUTS**

November 16, 2015

A call was received was received at the WWTP from the DPW letting us know that there was a sewage backup at a residence on Crescent Drive. Upon arrival the WWTP worker inspected the flow in the city sewer main and found it to be normal. The worker let the homeowner know that the problem was in the house lateral and that she should have a plumber clean the lateral. After the line was clean the homeowner called and had the WWTP televise the lateral to see if the cause of the backup could be determined. Roots were the culprit. The homeowner has since replaced the lateral with new PVC pipe with exterior cleanouts.

Respectively Submitted,

Doug Sherman  
WWTP Superintendent

Portland Fire Department Monthly Alarms Report (Serving with Pride and Excellence)						Month of October 2015		
Type of Call	Danby Twp Alarms	Danby Twp Manhours	Portland Twp Alarms	Portland Twp Manhours	City Portland Alarms	City Portland Manhours	Apparatus Truck	Response Amount
Ambulance/Police Assits							Engine # 1	3
Dwelling							Engine # 7	
Vehicle Fire							Engine # 11	1
Industrial/Commercial Fire							Tanker # 9	4
Wildland/Grass Fire					1	6	Brush # 6	1
Garage/Storage Building Fire							Brush # 8	1
Barn Fire							Brush # 12	
Tree Down							Light/Air # 2	
Power Line/transformer							Command 10	
Accidents	1	10			2	34		
Rescue/Extrication/Water							Car # 4	3
Smoke Alarm							Quad # 51	
Natural Gas/CO2 Leak							Marine # 3	
Tornado Warning								
<b>Total for Month</b>	<b>1</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>40</b>	<b>Year</b>	
<b>Total for Year</b>	<b>11</b>	<b>212</b>	<b>10</b>	<b>210</b>	<b>35</b>	<b>573</b>	Engine # 1	22
Mutual Aid Given	Alarms	Manhours			Mutual Aid Received	Alarms	Engine # 7	
Grand Ledge					Grand Ledge		Engine # 11	24
Westphalia					Westphalia		Tanker # 9	22
Berlin/Orange					Berlin/Orange		Brush # 6	9
Roxand Township					Roxand Twp.		Brush # 8	8
Lyons/Muir					Lyons/Muir		Brush #12	3
Pewamo					Pewamo		Light/Air # 2	2
Sunfield					Sunfield		Command 10	2
Delta Fire	5	70			Delta Fire		Car # 4	26
Other					Other		Quad # 51	1
<b>Totals for Month</b>	<b>5</b>	<b>70</b>			<b>Totals for Month</b>		Marine # 3	2
<b>Totals for Year</b>	<b>11</b>	<b>337</b>			<b>Totals for Year</b>	<b>3</b>	Total	121
	Alarms	Manhours						
<b>Total for Month</b>	<b>9</b>	<b>120</b>						
<b>Total for Year</b>	<b>70</b>	<b>1332</b>						
<b>Training for September 2015</b>	Manhours	<b>84</b>	<b>Training for Year</b>	Manhours	<b>547</b>	Reported By Nick Martin, Fire Marshal		

PORTLAND FIRE DEPARTMENT RUN SHEET

**DATE** 10/11/2015 **Run #** 15-063

**Owner** Richard Joseph Rankin Jr.  
**Address** 2454 Highridge Lane  
**City** Grand Rapids **State** MI **Zip** 49546 **Phone #**

**Occupant** Same as above  
**Address**  
**City** **State** **Zip** **Phone #**

**Township** City **Section #**

**Times**  
Received 12:58 In service 13:03 On Scene 13:06 Controlled  
Cleared 13:46 Back In Ser. 14:58

Total Hrs 2 Total Man Hours 20

**Description of Response**  
Toned to a PI with car on fire

**Location of Response** WB 96 @ Cutler Road

**Units Responding** Rescue 1 Tanker 9

**Mutual Aid Received** None

**Personnel Responding: ( \* denotes personnel on scene)**

Chief	Asst Chief	Captain	Krizov*
Captain	1st Lt	2nd Lt	
1 Chapman*-AMB	2 Martin*		3 Tygesen*
4 Donbrock*	5 Platte		6 Lay*
7 Schafer,G*	8 Skeide		9 VanHorn
10 Weiler*	11		12
13	14		15
16	17		18
19	20		21
22	23		24

**Reported By** Martin





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRPERSON

MIKE ZIMMER  
DIRECTOR

November 20, 2015

City Clerk  
Portland City  
[cityclerk@portland-michigan.org](mailto:cityclerk@portland-michigan.org)

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID#: 814940**

**Transfer ownership of 2015 Class C & SDM License**

**Name of applicant(s): Fabiano's River House Bar & Grill, LLC**

**Business address and phone: 104 W. Grand River, Portland, MI 48875**

**Home address and phone number of partner(s)/subordinates:**

1. William Fabiano: 13609 Grace Dr. C-(517) 749-6788 email: [wfabiano55@gmail.com](mailto:wfabiano55@gmail.com)

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011



380 Wright Industrial Parkway  
Pottersville, Michigan 48876

November 12, 2015

Tutt Gorman, City Manager  
City of Portland  
259 Kent St.  
Portland, MI 48875

Effective November 10, 2015 the following programming is being added on the WOW! Limited Basic Grand Rapids and Northeast Lansing lineups:

- Comet TV (WWMT) on channel 158 on the Grand Rapids lineup
- Comet TV (WSMH) on channel 158 on the Northeast Lansing lineup

Customers using digital tuner TVs will need to rescan their televisions to access the new channels.

Regards,

A handwritten signature in black ink that reads "Dominick Silvio".

Dominick Silvio  
System Manager  
[dsilvio@wideopenwest.com](mailto:dsilvio@wideopenwest.com)  
[Phone \(517\) 319-3150](tel:5173193150)



It's that kind of experience.

November 20, 2015

Tutt Gorman  
City of Portland  
259 Kent St.  
Portland, MI 48875

Dear Tutt Gorman,

At WOW!, we work hard to ensure that our customers receive reliable Internet, cable and phone services at a fair and competitive price by carefully managing our business costs.

Unfortunately, we are limited in our ability to directly control some of our costs, most notably the license fees we pay to the cable and broadcast networks. The cost for cable and broadcast networks continue to rapidly increase every year. Additionally, we are facing increased costs in providing our Internet and phone services.

To help keep pace with these costs, our rates will be adjusted with the January 1, 2016 billing cycle.

Residential Customers

- Bundled customers with a bundle rate guarantee expiring on January 1, 2016 will experience a bundle rate increase of:
  - Two-Product Cable Bundle: \$14.00
  - Three-Product Cable Bundle: \$15.00
  - Internet + Phone Bundle: \$3.00
- Cable bundled rate guarantee customers will be assessed the \$2.00 monthly Sports Surcharge. Customers that signed up for a 2016 Rate Guarantee bundle prior to 1/1/2015 have been exempt from the fee until January 1, 2016.

All customers will receive a notice based on their current level of service. Samples of the letters are enclosed.

Thank you for your continued support and cooperation. If you have any questions, please contact me at 517-319-3150.

Sincerely,

Dominic Silvio  
**JumpMaster, Dog Lover, Family Man**  
General Manager of WOW! Mid-Michigan  
WOW! Internet, Cable and Phone

Enclosures

# IMPORTANT INFORMATION

# ABOUT YOUR WOW! BILL

Dear Valued Customer,

When you originally signed up for your WOW! bundle, you received a long-term price guarantee until 2016. This letter is to inform you that the price guarantee is set to expire on January 1, 2016. As a result, the price for your bundled WOW! services will increase \$3.00 per month effective with your next billing statement.

We are very grateful to be your Internet and phone provider, and we'll keep working to earn the privilege of serving you. If you have questions about our services or this notice, please call us toll-free 1-800-491-1419. Thank you for choosing WOW!.

Sincerely,



Steven Cochran

**Family Guy, Sports Fan, Person of Faith**

CEO/President

WOW! Internet, Cable and Phone



It's that kind of experience.

wowway.com

# IMPORTANT INFORMATION

# ABOUT YOUR WOW! BILL

Dear Valued Customer,

When you originally signed up for your WOW! bundle, you received a long-term price guarantee until 2016. This letter is to inform you that the price guarantee is set to expire on January 1, 2016. As a result, the price for your bundled WOW! services will increase \$14.00 per month effective with your next billing statement.

We generally pass through to our customers a separate Sports Surcharge of \$2.00 per month. The combined cost of national and regional sports networks alone represents about 25 cents of every dollar you pay for cable service. Last year, sports channel prices on WOW! Cable went up by more than seven times the rate of inflation, and they keep going up. The network owners require that we keep these channels in their current level of cable service. For those customers on a rate guarantee that expires January 2016, you will be assessed the \$2.00 monthly Sports Surcharge beginning January 2016. Customers already paying the Sports Surcharge will not be assessed an additional charge for Sports Surcharge above the current \$2.00 per month rate.

We are very grateful to be your Internet, cable and phone provider, and we'll keep working to earn the privilege of serving you. If you have questions about our services or this notice, please call us toll-free at 1-800-491-1419. Thank you for choosing WOW!.

Sincerely,



Steven Cochran

**Family Guy, Sports Fan, Person of Faith**

CEO/President

WOW! Internet, Cable and Phone



It's that kind of experience.

wowway.com

# **IONIA COUNTY BOARD OF COMMISSIONERS**

**November 24, 2015 - 7:00 p.m.  
Conference Room – Central Dispatch Building**

## **AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment**

(3 minute time limit per speaker – please state name/organization)
- VI. Did You Know?**
- VII. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
  - B. Approve per diem and mileage
  - C. Approve payment of General Fund payroll and accounts payable for the month of October 2015 - \$1,221,393.93
  - D. Approve payment of Health Fund bills - \$83,533.14
  - E.
- VIII. Unfinished Business**
  - A.
- IX. New Business**
  - A. Soldiers & Sailors Relief Commission Update – Denny Craycraft
  - B. MSUE Annual Work Plan FY 2016
  - C. Request for Experience Credit – Circuit Court Recorder
  - D. Request to fill Physical Plant Director position
  - E. Discussion/Action – December Commissioner Meeting Schedule
  - F. Facilities Discussion
  - G.
- X. Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. County Administrator
- XI. Reports of Special or Ad Hoc Committees**

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

**XIII. Closed Session**

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- Board of Public Works – One three-year term expiring January 2018.
- Commission on Aging Board – One three-year term, expiring September 2017.
- Construction Board of Appeals – Two two-year terms, expiring October 2017. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term, expiring April 2018.
- Green View Point Park Advisory Board – One position, which is a Member-at-Large.
- Substance Abuse Initiative – One two-year term, expiring December 2015. Must be a resident of Commissioner District Seven.
- West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee – One one-year term expiring in December 2015 which serves as the Private Sector Representative.

**Appointments for consideration in the month of December 2015:**

- *Central Dispatch Board of Directors* – Two two-year terms.
- *Substance Abuse Initiative* – Four two-year terms, one from each of the following Commissioner Districts: District 1, District 2, District 6 and District 7.
- *West Michigan Regional Planning Commission* – One one-year term, and is a Private Sector Representative.
- *West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee* – Two two-year terms, one which serves as a Public Sector Representative and one which serves as a Private Sector Representative.

**Appointments for consideration in the month of January 2016:**

- *Area Agency on Aging of Western Michigan Board of Directors* – One two-year term.
- *Board of Public Works* – Two three-year terms.
- *Park Advisory Board* – Two two-year terms.
- *Tax Allocation Board* – One one-year term.

# **IONIA COUNTY BOARD OF COMMISSIONERS**

**December 8, 2015 - 4:00 p.m.  
Commissioners' Meeting Room – Courthouse – 3<sup>rd</sup> Floor**

## **AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment**

(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
  - A.
- VIII. New Business**
  - A. Grant Agreement with Michigan Department of Health and Human Services – Amendment #1
  - B. Commission on Aging Contract Amendment
  - C. Request to purchase Intercom/Security System for Jail
  - D. Request to purchase and install 800 MHz radios for patrol cars and deputies
  - E. Request to purchase patrol computers and docking stations
  - F. Request to add and fill Uniform Services Sergeant position
  - G. Request to fill vacant deputy positions
  - H. Request to fill vacant corrections officer position
  - I. Acknowledgement of Applications for Appointment
    - a. Central Dispatch Board of Directors – Two two-year terms
    - b. Substance Abuse Initiative – Four two-year terms
    - c. West Michigan Regional Planning Commission – Three one-year terms
    - d. West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee – Two one-year terms
    - e. Green View Point Park Advisory Board –vacancy of Member-at-Large position
  - J.

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

- A. Chairperson
- B. County Administrator

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

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

**XII. Closed Session**

**XIII. Adjournment**

**Board and/or Commission Vacancies**

- Board of Public Works – One three-year term expiring January 2018.
- Commission on Aging Board – One three-year term, expiring September 2017.
- Construction Board of Appeals – Two two-year terms, expiring October 2017. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term, expiring April 2018.
- Green View Point Park Advisory Board – One position, which is a Member-at-Large.
- Substance Abuse Initiative – One two-year term, expiring December 2015. Must be a resident of Commissioner District Seven.
- West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee – One one-year term expiring in December 2015 which serves as the Private Sector Representative.

**Appointments for consideration in the month of January 2016:**

- *Area Agency on Aging of Western Michigan Board of Directors* – One two-year term.
- *Board of Public Works* – Two three-year terms.
- *Park Advisory Board* – Two two-year terms.
- *Tax Allocation Board* – One one-year term.

**Appointments for consideration in the month of February 2016:** None