



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

7:00 P.M. Monday, June 6, 2016
City Council Chambers
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:08 PM	V. <u>City Manager Report</u>	
7:15 PM	VI. <u>Presentations</u>	
7:20 PM	A. Portland Public Schools Superintendent Will Heath	
	B. DDA/Main Street Director Perry – Monthly Report	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:25 PM	A. Proposed Resolution 16-42 Approving a Land Acquisition Project Agreement to Acquire Additional Park Property Across from the Band Shell at Two Rivers Park	Decision
7:29 PM	B. Proposed Resolution 16-43 Approving the Michigan Public Power Agency's (MPPA) Recommendation to Approve, Authorize, and Direct the City's Electric Superintendent to Sign an Authorization to Purchase Wind Energy	Decision
7:33 PM	C. Proposed Resolution 16-44 a Resolution of Intent to Vacate and Release a Portion of a Utility Easement for Goodwill Industries Inc.	Decision
7:36 PM	D. Proposed Resolution 16-45 Approving the Purchase of a John Deere 2032R Compact Utility Tractor and Landscape Accessories for the Board of Light and Power	Decision
7:38 PM	E. Proposed Resolution 16-46 Approving Bill No. 1 to the Michigan Department of Transportation for Work Performed on the Kent Street Improvement Project	Decision
7:40 PM	F. Proposed Resolution 16-47 Approving the City of Portland's Defined Benefit Adoption Agreements for Union and Nonunion Employees	Decision
7:43 PM	G. Proposed Resolution 16-48 Approving the Revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB) and Approving, Authorizing, and Directing the City Manager to Sign Same	Decision

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:45 PM	<p>X. <u>Consent Agenda</u>–</p> <ul style="list-style-type: none"> A. Minutes & Synopsis from the Regular City Council Meeting held on May16, 2016 B. Payment of Invoices in the Amount of \$59,272.56 and Payroll in the Amount of \$272,591.40 for a Total of \$331,863.96 C. Purchase Orders over \$5,000 <ul style="list-style-type: none"> 1. MML Worker’s Comp Fund for the Workers Comp Premium for the period of 07/01/16 to 07/01/17 in the amount of \$31,866.00 <p>XI. <u>Communications</u>–</p> <ul style="list-style-type: none"> A. Kathy Parsons Boards and Commissions Application B. Walt Cross Boards and Commissions Application C. Doug Abel Boards and Commissions Application D. Jason Williamson Boards and Commissions Application E. Charles Dumas Boards and Commissions Application F. DDA Minutes from April 21, 2016 G. DDA Treasurer’s Report for May 12, 2016 H. Utility Billing Report for April 2016 I. Water Department Report for May 2016 J. WOW! Communication K. Ionia County Board of Commissioners Agenda for May 24, 2016 L. MPSC Notice of Hearing for Consumers Energy M. MPSC Notice of Hearing for Consumers Energy 	Decision
7:47 PM	<p>XII. <u>Other Business</u> - None</p>	
7:50 PM	<p>XIII. <u>City Manager Comments</u></p>	
7:55 PM	<p>XIV. <u>Council Comments</u></p>	
8:00 PM	<p>XV. <u>Adjournment</u></p>	Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 16-42

**A RESOLUTION APPROVING A LAND ACQUISITION PROJECT
AGREEMENT TO ACQUIRE ADDITIONAL PARK PROPERTY ACROSS
FROM THE BANDSHELL AT TWO RIVERS PARK**

WHEREAS, the City of Portland previously submitted a grant application to the Michigan Department of Natural Resources (MDNR) to purchase property adjacent to Two Rivers Park from the Developers of Rivers Edge Condominiums; and

WHEREAS the total project is estimated to cost \$110,000.00 with the MDNR grant portion being \$82,500.00 and the local matching amount being \$ 27,500.00, assuming that the MDNR certified appraisal (obtained after the grant is approved) values the property at \$100,000.00; and

WHEREAS, the City was notified that its grant application was approved and is required to execute the Land Acquisition Project Agreement, a copy of which is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. City Council and the City of Portland does hereby accept the terms of the Agreement (attached as Exhibit A) as received from the Michigan Department of Natural Resources and that the City of Portland does specifically agree, but not by way of limitation, as follows:
 - a.) To appropriate all funds necessary to complete the project during the project period and to provide \$27,500.00 to match the grant authorized by the Department.
 - b.) To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times in perpetuity.
 - c.) To regulate the use of the property acquitted and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
 - d.) To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.
2. The City Council approves, authorizes and directs the Mayor and Clerk to sign the Land Acquisition Project Agreement to acquire additional park property across from the band shell at Two Rivers Park, a copy of which is attached as Exhibit A.
3. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: June 6, 2016

Monique I. Miller, City Clerk



**MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT**



Project Number: TF15-0173

Project Title: Land acquisition for expansion of Two Rivers Park

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and **City of Portland IN THE COUNTY OF Ionia County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. In PA 61 of 2016, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **06/05/2016**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number **TF15-0173** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion 04/06/2016 through **04/30/2018**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The grant herein provided is for the acquisition by the GRANTEE of **1.68 acres of land in Fee Simple title** free of all liens and encumbrances, situated and being in the city/village/township of **City of Portland**, in the County of **Ionia, STATE OF MICHIGAN** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **city park use, general purpose, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board**. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.

In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the

conveyance as a condition to approving the GRANTEE to close.

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Seventy-Five (75%) percent** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Eighty-Two Thousand Five Hundred (\$82,500.00) dollars**.
- b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy-Five (75%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

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- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
 - ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area.
 - iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
 - iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
 - v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).
- iv. Provide Department and title company an approximate desired timeframe for closing.
- v. Send DEPARTMENT draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to desired closing date.
- vi. Coordinate with title company to schedule exact closing date after DEPARTMENT'S approval of draft closing documents and submit to DEPARTMENT an updated closing statement from the title company at least 10 days before desired closing date.
- vii. Submit local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and provide proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Twenty-Seven Thousand Five Hundred (\$27,500.00) dollars** as local match to this project. This sum represents **Twenty-Five (25%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.

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- b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
 - c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
 - d. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
 - e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
 - f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
 - g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
 - h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area.
 - i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
 - j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
 - k. To complete acquisition of the entire project area before 07/30/2018. Failure to acquire the project area by 07/30/2018 shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
 - l. To provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.
Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be

released upon satisfactory audit review and approval by the DEPARTMENT .

- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
- q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF . The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications .
- r. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- s. To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- t. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the

DEPARTMENT might reasonably require.

- v. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. To maintain the premises in such condition as to comply with all federal, State, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

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- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring same.
- d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
- b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall

usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and the Recreation Passport Grant Program and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Seek specific performance of the Agreement terms. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money

furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.

24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

26. The Agreement may be executed separately by the parties. This Agreement is not effective until:

a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed it.

Required - Please choose one
Acquisition Closing Option Desired:

- This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
- This project will be completed utilizing an escrow closing process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date

Approved by resolution (true copy attached) of the _____
date _____
meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By _____

1) _____

Print Name: _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

38-6007243 _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

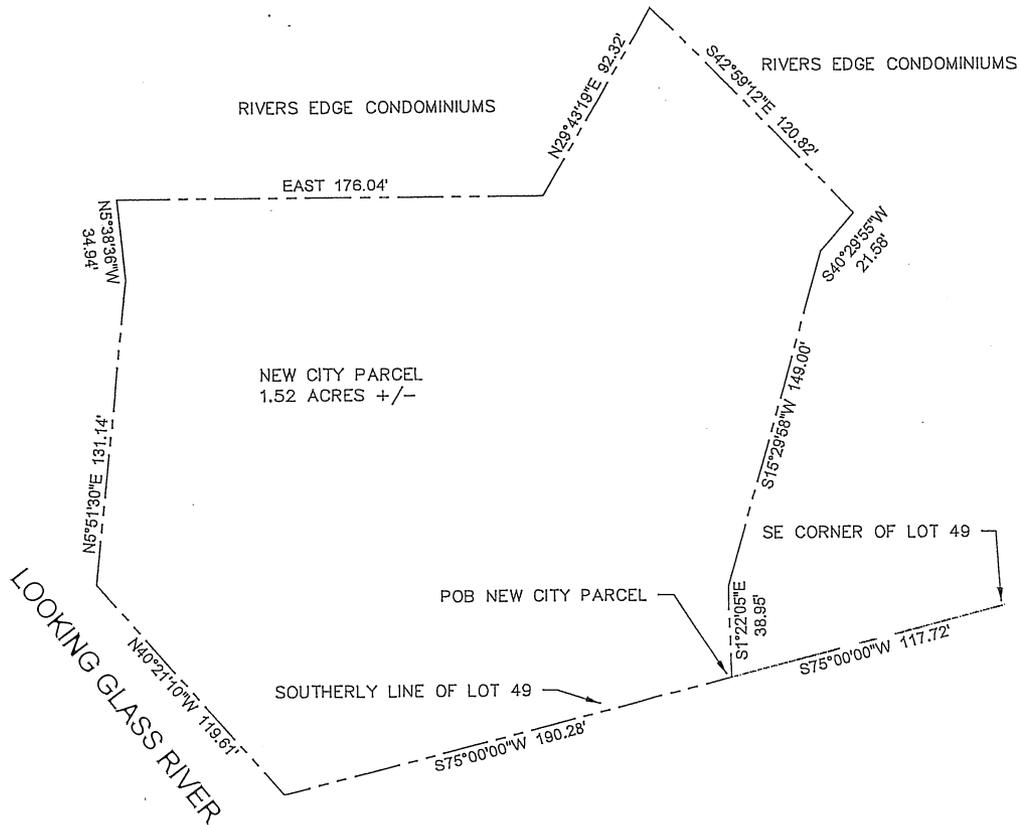
By _____
Steve DeBrabander

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

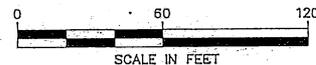


DESCRIPTION OF NEW CITY PARCEL

A parcel of land situated in the Northeast Quarter of Section 33, Town 6 North, Range 5 West, City of Portland, Ionia County, Michigan further described as follows:

Commencing at the Southeast corner of Lot 49, Supervisor Linebaugh's Addition to the Village (now City) of Portland, as recorded in the Plat thereof in Liber 2 of Plats, Page 52, Ionia County Records and running thence South 75° 00' 00" West along the Southerly line of Lot 49 117.72 feet to the Point of Beginning of this description; thence continuing along said line South 75°00'00" West 190.28 feet; thence North 40°21'10" West 119.61 feet; thence North 05°51'30" East 131.14 feet; thence North 05°38'36" west 34.94 feet to the South line of Rivers Edge Condominium, Replat No.1 according to the Condominium Subdivision Plan No.33, Ionia County records; thence East along said line 176.04 feet; thence continuing along said line North 29°43'19" East 92.32 feet; thence continuing along said line South 42°59'12" East 120.82 feet; thence South 40°29'55" West 21.58 feet; thence South 15°29'58" West 149.00 feet; thence South 01°22'05" East 38.95 feet to the Point of Beginning; said parcel containing 1.52 Acres more or less and subject to all easements and restrictions if any.

Above described parcel being the same as the area described as being withdrawn from the Rivers Edge Condominium per RePlat No. 1 of said Condominium.



F&V PROJECT NO.
1110

CITY OF PORTLAND
SECTION 33, T6N, R5W
IONIA CO, MICHIGAN

FLEIS & VANDENBRINK
DESIGN. BUILD. OPERATE.

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005

SKETCH OF DESCRIPTION
NEW CITY PARCEL

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 16-43

A RESOLUTION APPROVING THE MICHIGAN PUBLIC POWER AGENCY'S (MPPA) RECOMMENDATION TO APPROVE, AUTHORIZE, AND DIRECT THE CITY'S ELECTRIC SUPERINTENDENT TO SIGN AN AUTHORIZATION TO PURCHASE WIND ENERGY

WHEREAS, the Michigan Public Power Agency (MPPA) provides a means for Michigan municipalities which are members of MPPA to secure electric power and energy for their present and future needs; and

WHEREAS, the City of Portland, as a member of the MPPA, has an opportunity to enter into a transaction to meet a portion of its future load requirements by purchasing wind energy for a 20-year period to begin no later than 2019, at a levelized price not to exceed \$50.00 per MWh, pursuant to the terms of the Letter of Authorization, attached as Exhibit A. The annual MWh cost is anticipated to range from \$175,000 for the 1st year and up to approximately \$230,000 in the 20th year; and

WHEREAS, at its regularly scheduled meeting held on May 17, 2016, the Board of Light and Power unanimously voted to recommend that City Council approve the 20-year Purchase Power Agreement for 1.93 megawatts of wind energy through the MPPA, a copy of the minutes from the BLP meeting is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council hereby approves the Michigan Public Power Agency's (MPPA) recommendation to approve, authorize, and direct the City's Electric Superintendent to sign the Letter of Authorization, 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: June 6, 2016

Monique I. Miller, City Clerk



May 31, 2016

Subject: Letter of Authorization

The Portland Light and Power Board ("Portland"), through its Member Authorized Representative, hereby authorizes Michigan Public Power Agency to enter into a Purchase Power Commitment ("PPC") with Huron Wind, LLC under the terms and conditions of the Energy Services Agreement currently in effect. The PPC executed by MPPA will be in the form of the Power Purchase Agreement ("Agreement") attached to this letter.

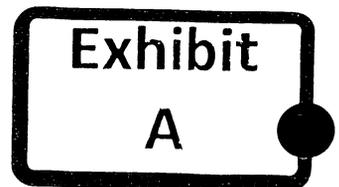
Portland acknowledges that it will be entitled to 1.93% of all energy, capacity, and Environmental Attributes under the Agreement and will be responsible to cover 1.93% of all of MPPA's financial obligations under the PPC.

Member Authorized Representative:

Printed

Signature

Date



MPPA Wind Purchase Power Agreement

Term Sheet

1. **Developer**

A leading renewable energy developer in the world with substantial experience developing wind projects throughout North America.

2. **Purchase Term**

20 years beginning upon the first full calendar year of operation but no later than December 31, 2019.

3. **Contract Price**

Below \$50 per MWh levelized price over the 20-year term that is expected to result in very little impact to overall power supply costs.

4. **Project Location**

In Michigan's thumb region in very close proximity to the 345 kV transmission system.

5. **Buyer Protections**

Default payment in the event that the Project does not meet a Commercial Operation Date on or before December 31, 2019.

Availability guarantee of 85% throughout the 20-year term.

6. **Payment Terms**

PPA costs will be charged on MPPA Member's weekly Energy Services Project bill.

City of Portland
Board of Light & Power
723 E. Gd. River Ave.
Portland, Mi. 48875

May 31, 2016

To: City Council, City Manager

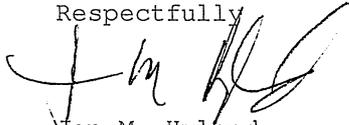
Re: Light & Power Board Recommendations

At the May 17th, Light & Power Board meeting the Light & Power Board passed the following recommendations to the City Council.

1-Recommend to have the "Member Authorized Representative" sign a 20 year Purchase Power Agreement, beginning in 2018, for 1.93 mega watts of wind power through the Michigan Public Power Agency (MPPA).

2-Recommend to purchase a tractor/mower under the MI-DEAL contract through Bader & Sons.

Respectfully



Von M. Hyland

City of Portland, Board of Light & Power

Exhibit
B

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 16-44

A RESOLUTION OF INTENT TO VACATE AND RELEASE A PORTION OF A UTILITY EASEMENT FOR GOODWILL INDUSTRIES INC.

WHEREAS, Goodwill Industries, Inc. has requested that the City vacate and release a portion of an electric utility easement that runs through the newly constructed Goodwill building and a copy of the utility easement to be released and vacated is attached as Exhibit A; and

WHEREAS, City staff has reviewed the request and determined that said portions of the utility easement is not presently used or maintained by the City and the City is satisfied that said portions of the utility easement may be released and vacated without any adverse effects on the public health, safety, and/or welfare; and

WHEREAS, it is in the best interest of the public that said portions of the street be absolutely discontinued and vacated; and

WHEREAS, the City's Department of Public Works has reviewed the request and determined that public and private utilities do not exist within the said portion of utility easement and a copy of the draft Release of Easement is attached as Exhibit B; and

WHEREAS, prior to the City Council's consideration of the request, it is necessary to hold a Public Hearing to allow the adjacent property owners, and any other interested member of the public, the opportunity to comment.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council declares its intent to release and vacate said portions of the utility easement as depicted on the attached Exhibit A and execute the Release of Easement attached as Exhibit B.
2. The City Council shall hold a Public Hearing on June 20, 2016, at 7:00 P.M. at the Portland City Hall, 259 Kent Street, Portland, MI 48875, to receive public comment and to further consider the proposed street and alley vacation.
3. Notice of the hearing, with a copy of this resolution, shall be published in accordance with the Michigan Open Meetings Act (1976 PA 267, as amended) and posted in City Hall.
4. 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: June 6, 2016

Monique I. Miller, City Clerk

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of Portland, Ionia County, Michigan, at a regular meeting held on June 6, 2016.

Date: June 6, 2016

Monique I. Miller, City Clerk

RELEASE OF EASEMENT

The City of Portland, a Michigan municipal corporation, the principal business address of which is 259 Kent Street, Portland, Michigan 48875 (the "City"), releases and discharges all of its rights, title and interests in the public utility easement dated June 9, 1980, and recorded on July 29, 1980, at Liber 5, Page 32, Ionia County Register of Deeds.

The City has executed this Release of Easement as of _____, 2016.

CITY OF PORTLAND

STATE OF MICHIGAN

COUNTY OF _____

By: _____
_____, Mayor

This document was acknowledged before me on _____, 2016, by _____, Mayor, and by _____, Clerk, of the City of _____, who are both personally known to me, on its behalf.

By: _____
_____, Clerk

*
Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 16-45

**A RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE 2032R
COMPACT UTILITY TRACTOR AND LANDSCAPE ACCESSORIES FOR THE
BOARD OF LIGHT AND POWER**

WHEREAS, the Board of Light and Power maintain various City properties, such as the Portland Dam, as well as the newly acquired property on Lyons Road and is in need of purchasing a mower for said properties; and

WHEREAS, the Electric Superintendent, Mike Hyland, utilizing the State of Michigan's MiDeal Program, recommends that City Council approve the purchase of a John Deere 2032R Compact Utility Tractor and accessories for the total estimated price of \$21,584.18, a copy of the quote is attached as Exhibit A; and

WHEREAS, at its regularly scheduled meeting held on May 17, 2016, the Board of Light and Power unanimously voted to recommend that City Council approve the purchase of a John Deere 2032R Compact Utility Tractor and accessories for the total estimated price of \$21,584.18, a copy of the minutes from the BLP meeting is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation of the Board of Light and Power to purchase the John Deere 2032R Compact Utility Tractor and accessories for the total estimated price of \$21,584.18, a copy of the quote is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: June 6, 2016

Monique I. Miller, City Clerk



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
6018 E. Grand River Ave.
Portland, MI 48875
517-647-4164
poaccounting@greentractors.com

Quote Summary

Prepared For:

Portland Electric Distribution
723 E Grand River Ave
Portland, MI 48875
Business: 517-647-6912

Delivering Dealer:

Bader & Sons Co.
Michael Beard
6018 E. Grand River Ave.
Portland, MI 48875
Phone: 517-647-4164
mbeard@badersjddealer.com

Quote ID: 13403130
Created On: 23 May 2016
Last Modified On: 23 May 2016
Expiration Date: 23 June 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 2032R Compact Utility Tractor (24 PTO hp) Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: February 29, 2016	\$ 21,508.60	\$ 17,852.14 X	1 =	\$ 17,852.14
JOHN DEERE 62D In. OnRamp Mid-Mount Side Discharge Mower Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: March 7, 2016	\$ 3,969.50	\$ 3,135.90 X	1 =	\$ 3,135.90
Frontier LR5060 5FTSTD LANDSCAPE RAKE Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: March 21, 2016	\$ 727.00	\$ 596.14 X	1 =	\$ 596.14

Equipment Total **\$ 21,584.18**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 21,584.18
Trade In	
SubTotal	\$ 21,584.18
Total	\$ 21,584.18
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,584.18

Exhibit

A

Salesperson : X _____

Accepted By : X _____

City of Portland
Board of Light & Power
723 E. Gd. River Ave.
Portland, Mi. 48875

May 31, 2016

To: City Council, City Manager

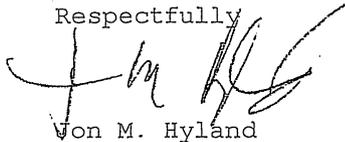
Re: Light & Power Board Recommendations

At the May 17th, Light & Power Board meeting the Light & Power Board passed the following recommendations to the City Council.

1-Recommend to have the "Member Authorized Representative" sign a 20 year Purchase Power Agreement, beginning in 2018, for 1.93 mega watts of wind power through the Michigan Public Power Agency (MPPA).

2-Recommend to purchase a tractor/mower under the MI-DEAL contract through Bader & Sons.

Respectfully



Von M. Hyland

City of Portland, Board of Light & Power

Exhibit
B

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 16-46

A RESOLUTION APPROVING BILL NO. 1 TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR WORK PERFORMED ON THE KENT STREET IMPROVEMENT PROJECT

WHEREAS, the Kent Street Improvement Project is administered through the Michigan Department of Transportation (MDOT) because the project will be partially funded by federal funds; and

WHEREAS, through MDOT's bid letting process, the City awarded a contract in the amount of \$807,755.45 to CL Trucking & Excavating, LLC to make certain improvements to Kent Street; and

WHEREAS, MDOT has submitted Bill No. 1 requesting a progress payment in the amount of \$2,565.31 for work performed, a copy of Bill No. 1 is attached as Exhibit A; and

WHEREAS, the City Engineer on this Project has reviewed Bill No. 1 and is recommending the City Council approve payment in the amount of \$2,565.31, a copy of the engineer's letter is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the City Engineer's recommendation to approve Bill No. 1 and authorizes payment in the amount of \$2,565.31 to the Michigan Department of Transportation, a copy of the engineer's letter is attached as Exhibit B.
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: June 6, 2016

Monique I. Miller, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
Financial Operations
LOCAL PROGRESS BILLINGS
INVOICE

PORTLAND, CITY OF
259 KENT ST
PORTLAND, MI 48875-1495

Invoice Number:	591-477769
Customer Id:	70111
Invoice Date:	May 11, 2016
Total Due:	\$2,565.31

PORTLAND, CITY OF
259 KENT ST
PORTLAND, MI 48875-1495

MIDOT Fed Id: 38-6000134 LOCAL PROGRESS BILLINGS
(517) 373-0416

PO Number
126247A

Invoice Item	Qty	Unit Cost	Sales Tax	Total Cost
JOB NUMBER:126247A	1.00	\$2,565.31	\$0.00	\$2,565.31

PAYMENT DUE AS SPECIFIED IN THE SIGNED AGREEMENT

Total Invoice:	\$2,565.31
Payment Due:	June 10, 2016

REMIT PAYMENT TO: STATE OF MICHIGAN
TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:
ATTENTION: FINANCE CASHIER
PO BOX 30648

LANSING, MI 48909

(Please note or make any address corrections below.)

PORTLAND, CITY OF
KENT ST
PORTLAND, MI 48875-1495

INVOICE NUMBER 591-477769 FIN AP
--

PO Number
126247A

Total Due: \$2,565.31



FLEIS & VANDENBRINK
DESIGN. BUILD. OPERATE.

June 2, 2016

Mr. S. Tutt Gorman, City Manager
City of Portland
259 Kent Street
Portland, MI 48875

Project: Kent Street Improvements – MDOT Local Agency Project No. 126247A

Dear Mr. Gorman:

Attached is a copy of MDOT's Description Report from MDOT. There is no sanitary sewer or water main included in MDOT's Bill #1.

Based on our knowledge of the work completed on the project, and the methods used by MDOT to calculate the bill amount, we recommend that the City pay MDOT's Bill #1 in the amount of \$2,565.31.

If there are any questions, please call.

Sincerely,

FLEIS & VANDENBRINK



Paul R. Galdes, P.E.
Project Manager

Exhibit
B

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 16-47

A RESOLUTION APPROVING THE CITY OF PORTLAND'S DEFINED BENEFIT ADOPTION AGREEMENTS FOR UNION AND NONUNION EMPLOYEES

WHEREAS, City employees hired prior to July 1, 2010 who are covered under the MERS Plan B4 Plan with the F 50/25 waiver must now contribute 1% (one percent) of their gross wages each payroll into the MERS Retirement Plan, beginning July 1, 2016; and

WHEREAS, after successful discussions and negotiations, this requirement applies to union (GELC & POLC) and nonunion City employees; and

WHEREAS, in order for the City to adopt this Plan, the local governing body must approve the attached Defined Benefit Plan Adoption Agreement(s) for each group of employees attached as Exhibit A; and

WHEREAS, the City Manager and City Staff recommend that City Council approve the attached Defined Benefit Plan Adoption Agreement(s) for union (GELC & POLC) and nonunion city employees attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the attached Defined Benefit Plan Adoption Agreement(s) for union (GELC & POLC) and nonunion city employees 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: June 6, 2016

Monique I. Miller, City Clerk

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland **Municipality #:** 3401

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 01), the effective date shall be the first day of July 1, 2016. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D. If this is to **separate employees** from an existing Defined Benefit division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20__.

E. If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20__.

Defined Benefit Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Gnl NonUnion

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

These employees are (check one or both):

In a collective bargaining unit (attach cover page, retirement section, signature page)

Subject to the same personnel policy

To receive one month of service credit (check one):

An employee shall work 10 _____ hour days.

An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

Probationary Periods are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be _____ month(s).

IV. Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

_____ on _____
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I _____
(Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

2. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.
3. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.
4. Benefit Multiplier (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

5. Final Average Compensation (Min 3 yr, increments of 1 yr) _____ years
6. Vesting (5 -10 yrs, increments of 1 yr) _____ years
7. Required employee contribution (Max 10%, increments of 0.01%) _____ 1.00 %
8. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:
 - Longevity pay
 - Overtime pay
 - Shift differentials
 - Pay for periods of absence from work by reason of vacation, holiday, and sickness
 - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
 - A member's pre-tax contributions to a plan established under Section 125 of the IRC
 - Transcript fees paid to a court reporter
 - A taxable car allowance
 - Short term or long term disability payments
 - Payments for achievement of established annual (or similar period) performance goals
 - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
 - Lump sum payments attributable to the member's personal service rendered during the FAC period
 - Other: _____
 - Other 2: _____

Defined Benefit Plan Adoption Agreement

9. Early Normal Retirement with unreduced benefits

- Age 50 with 25 years of service
- Age 50 with 30 years of service
- Age 55 with 15 years of service
- Age 55 with 20 years of service
- Age 55 with 25 years of service
- Age 55 with 30 years of service
- Any age with (20-30 yrs, in 1 yr increments) _____ years of service
- _____

10. Other

- Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the participant's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
 - Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
 - Interest rate for employee contributions as determined by the Retirement Board, or
 - MERS' assumed rate of return as of the date of the distribution.

11. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between _____/01/ and _____/01/_____ <small>(one-time increase only)</small>	<input type="checkbox"/> Future retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Defined Benefit Plan, the provisions of the Plan Document control.

Defined Benefit Plan Adoption Agreement

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the 6th day of June, 2016.
(Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland **Municipality #:** 3401

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 02), the effective date shall be the first day of July 1, 2016. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D. If this is to **separate employees** from an existing Defined Benefit division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20__.

E. If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20__.

Defined Benefit Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Police/Fire

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

These employees are (check one or both):

In a collective bargaining unit (attach cover page, retirement section, signature page)

Subject to the same personnel policy

To receive one month of service credit (check one):

An employee shall work 10 _____ hour days.

An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

Probationary Periods are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be _____ month(s).

IV. Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

_____ on _____
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I _____
(Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

2. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.
3. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.
4. Benefit Multiplier (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only
(Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

5. Final Average Compensation (Min 3 yr, increments of 1 yr) _____ years
6. Vesting (5 -10 yrs, increments of 1 yr) _____ years
7. Required employee contribution (Max 10%, increments of 0.01%) 1.00 %
8. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:
 - Longevity pay
 - Overtime pay
 - Shift differentials
 - Pay for periods of absence from work by reason of vacation, holiday, and sickness
 - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
 - A member's pre-tax contributions to a plan established under Section 125 of the IRC
 - Transcript fees paid to a court reporter
 - A taxable car allowance
 - Short term or long term disability payments
 - Payments for achievement of established annual (or similar period) performance goals
 - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
 - Lump sum payments attributable to the member's personal service rendered during the FAC period
 - Other: _____
 - Other 2: _____

Defined Benefit Plan Adoption Agreement

9. Early Normal Retirement with unreduced benefits

- | | |
|--|--|
| <input type="checkbox"/> Age 50 with 25 years of service | <input type="checkbox"/> Age 50 with 30 years of service |
| <input type="checkbox"/> Age 55 with 15 years of service | <input type="checkbox"/> Age 55 with 20 years of service |
| <input type="checkbox"/> Age 55 with 25 years of service | <input type="checkbox"/> Age 55 with 30 years of service |
| <input type="checkbox"/> Any age with (20-30 yrs, in 1 yr increments) _____ years of service | |
| <input type="checkbox"/> _____ | |

10. Other

- Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the participant's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
 - Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
 - Interest rate for employee contributions as determined by the Retirement Board, or
 - MERS' assumed rate of return as of the date of the distribution.

11. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between _____/01/ and _____/01/_____ <i>(one time increase only)</i>	<input type="checkbox"/> Future retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Defined Benefit Plan, the provisions of the Plan Document control.

Defined Benefit Plan Adoption Agreement

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the 6th day of June, 2016.
(Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland Municipality #: 3401

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 12), the effective date shall be the first day of July 1, 2016. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D. If this is to **separate employees** from an existing Defined Benefit division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20__.

E. If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20__.

Defined Benefit Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Gnl AFSCME

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

These employees are (check one or both):

In a collective bargaining unit (attach cover page, retirement section, signature page)

Subject to the same personnel policy

To receive one month of service credit (check one):

An employee shall work 10 _____ hour days.

An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

Probationary Periods are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be _____ month(s).

IV. Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

_____ on _____
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I _____
(Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

2. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.
3. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.
4. Benefit Multiplier (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

5. Final Average Compensation (Min 3 yr, increments of 1 yr) _____ years
6. Vesting (5 -10 yrs, increments of 1 yr) _____ years
7. Required employee contribution (Max 10%, increments of 0.01%) _____ .1.00 %
8. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

Defined Benefit Plan Adoption Agreement

9. Early Normal Retirement with unreduced benefits

- Age 50 with 25 years of service
- Age 50 with 30 years of service
- Age 55 with 15 years of service
- Age 55 with 20 years of service
- Age 55 with 25 years of service
- Age 55 with 30 years of service
- Any age with (20-30 yrs, in 1 yr increments) _____ years of service
- _____

10. Other

- Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the participant's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
 - Interest rate for employee contributions as determined by the Retirement Board, or
 - MERS' assumed rate of return as of the date of the distribution.

11. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between _____/01/____ and _____/01/____ <small>(one time increase only)</small>	<input type="checkbox"/> Future retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Defined Benefit Plan, the provisions of the Plan Document control.

Defined Benefit Plan Adoption Agreement

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the 6th day of June, 2016. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 16-48

**A RESOLUTION APPROVING THE REVISED MERS HYBRID PLAN
ADOPTION AGREEMENTS (BENEFIT PROGRAM HA/HB) AND
APPROVING, AUTHORIZING, AND DIRECTING THE CITY MANAGER TO
SIGN SAME**

WHEREAS, the City has reformed its pension plan for all employees hired after July 1, 2010 so that new hires will with be placed in a MERS Hybrid Pension with a 1% Defined Benefit (DB) pension multiplier that cannot be increased and a Defined Contribution portion that requires new hires to contribute 3% of their wages to the Defined Contribution (DC) pension portion; and

WHEREAS, the Employer's DB and DC combined pension contribution is capped at 7% and if the DB portion costs less than 7%, then the Employer will contribute the difference to the employees DC portion; and

WHEREAS, MERS requires the approval of the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB) by City Council, a copy of which is attached as Exhibit A, for the DC portion of the pension. A memorandum from Deputy Treasurer, Mindy Tolan is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB), a copy of which is attached as Exhibit A, and approves, authorizes, and directs the City Manager to sign same.
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: June 6, 2015

Monique I. Miller, City Clerk

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersomich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland **Municipality #:** 3401

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

This municipality or division is new to MERS, so vesting-credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 43C. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # _____ and/or current Defined Contribution division # _____

We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

B. If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HA), the effective date shall be the first day of July, 2016. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is to **separate employees** from an existing Hybrid division

(existing division number(s) _____)

into a new Hybrid division, the effective date shall be the first day of _____, 20____.

Exhibit

A

MERS Hybrid Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

POLC after 07/01/10

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
 Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days
 An employee shall work _____ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.
The temporary exclusion period will be _____ month(s).

IV. Provisions

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

MERS Hybrid Plan Adoption Agreement

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to ____% of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

MERS Hybrid Plan Adoption Agreement

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 45A(3), and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

MERS Hybrid Plan Adoption Agreement

8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43B of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43B or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the day of , 20 .
(Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland **Municipality #:** 3401

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- Vesting credit from date of hire
- No vesting credit

This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 43C. Unless otherwise specified, the standard transfer/rehire rules will apply.

- This division is for new hires, rehires, and transfers of current Defined Benefit division # _____ and/or current Defined Contribution division # _____
- We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

B. If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HB), the effective date shall be the first day of July, 2016. *Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.*

C. If this is to **separate employees** from an existing Hybrid division (existing division number(s) _____) into a new Hybrid division, the effective date shall be the first day of _____, 20__.

MERS Hybrid Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Non-Union after 07/01/10

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days
- An employee shall work _____ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.
The temporary exclusion period will be _____ month(s).

IV. Provisions

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: _____, 20 ____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

MERS Hybrid Plan Adoption Agreement

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to ____% of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

MERS Hybrid Plan Adoption Agreement

- 8. Normal Retirement will be age 60 with 6 years of service
- 9. Early Normal Retirement with unreduced benefits
 F55/25

Hybrid - Defined Contribution Component Provisions

1. Vesting (Check one):
- Immediate
 - Cliff Vesting (fully vested after below number years of service)
 1 year 2 years 3 years 4 years 5 years
 - Graded Vesting
 _____ % after 1 year of service
 _____ % after 2 years of service
 _____ % after 3 years of service (min 25%)
 _____ % after 4 years of service (min 50%)
 _____ % after 5 years of service (min 75%)
100 % after 6 years of service

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution will become 100% vested regardless of years of service.

2. Contributions

- a. Will be remitted
 Weekly Bi-Weekly Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	1.69%						

Direct mandatory employee contributions as pre-tax *[7.00% - 4.91%]

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

3. Compensation *includable* wages, up to the 401(a)(17) limits published every year by the IRS are:
- Wages as reported on box 5 of the employees W2. This includes bonuses, sick/vacation time payments, back pay, and compensation that would have been earned while an employee was in qualified military service, and contributions to plans like 457 deferred compensation plans.
 - Any amounts contributed to a 125 cafeteria plan, Health Care Savings Program, simplified employee pension, simple retirement account and a 457 deferred compensation plan.

Note: Items *excluded* from compensation include items such as taxable meal reimbursements; taxable group term life; clothing, food, or gun allowances

MERS Hybrid Plan Adoption Agreement

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 45A(3), and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

MERS Hybrid Plan Adoption Agreement

8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43B of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43B or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the _____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. **Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- Vesting credit from date of hire
- No vesting credit

This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 43C. Unless otherwise specified, the standard transfer/rehire rules will apply.

- This division is for new hires, rehires, and transfers of current Defined Benefit division # _____ and/or current Defined Contribution division # _____
- We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

B. If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HC), the effective date shall be the first day of July, 2016. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is to **separate employees** from an existing Hybrid division (existing division number(s) _____) into a new Hybrid division, the effective date shall be the first day of _____, 20____.

MERS Hybrid Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

AFSCME after 07/01/10

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
 Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days
 An employee shall work _____ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.
The temporary exclusion period will be _____ month(s).

IV. Provisions

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

MERS Hybrid Plan Adoption Agreement

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to ____% of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

MERS Hybrid Plan Adoption Agreement

- 8. Normal Retirement will be age 60 with 6 years of service
- 9. Early Normal Retirement with unreduced benefits
 - F55/25

Hybrid – Defined Contribution Component Provisions

- 1. Vesting (Check one):
 - Immediate
 - Cliff Vesting (fully vested after below number years of service)
 - 1 year 2 years 3 years 4 years 5 years
 - Graded Vesting
 - _____ % after 1 year of service
 - _____ % after 2 years of service
 - _____ % after 3 years of service (min 25%)
 - _____ % after 4 years of service (min 50%)
 - _____ % after 5 years of service (min 75%)
 - 100 % after 6 years of service

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution will become 100% vested regardless of years of service.

- 2. Contributions
 - a. Will be remitted
 - Weekly Bi-Weekly Monthly
 - b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts					
Employee Contribution	3.00%					
Employer Contribution	1.6%					

Direct mandatory employee contributions as pre-tax * [7.00% - 4.91%]

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code
- 3. Compensation *includable* wages, up to the 401(a)(17) limits published every year by the IRS are:
 - Wages as reported on box 5 of the employees W2. This includes bonuses, sick/vacation time payments, back pay, and compensation that would have been earned while an employee was in qualified military service, and contributions to plans like 457 deferred compensation plans.
 - Any amounts contributed to a 125 cafeteria plan, Health Care Savings Program, simplified employee pension, simple retirement account and a 457 deferred compensation plan.

Note: Items excluded from compensation include items such as taxable meal reimbursements; taxable group term life; clothing, food, or gun allowances

MERS Hybrid Plan Adoption Agreement

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 45A(3), and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

MERS Hybrid Plan Adoption Agreement

8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43B of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43B or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
(Name of Approving Employer)
the _____ day of _____, 20____.

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



MEMORANDUM

TO: S. Tutt Gorman, City Manager
FROM: Mindy Tolan, Deputy Treasurer *MT*
DATE: 6/5/2016
RE: Revised Hybrid Adoption Agreement

The City of Portland has adopted a MERS Hybrid Pension where the Employer's DB (Defined Benefit) and DC (Defined contribution) combined pension contribution is capped at 7%. Since the DB costs have changed and will be effective July 1, 2016, for the Police Union, GELC, and the Non Union divisions; the employer DC contribution percent will change.

That said, MERS requires the approval of the revised Hybrid Agreements. The employer rate for the Police (HA), employer portion is changing from 4.31% (DB) and 2.69% (DC), to 4.29% DB and 2.71% DC. The employer rate for the nonunion (HB), employer portion is changing from 4.91% DB and 2.09% DC, to 5.31% DB and 1.69% DC. The G.E.L.C. (HC) division employer portion is changing from 3.63% (DB) and 3.37% (DC), to 5.4% DB and 1.6% DC.

Exhibit

B

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, May 16, 2016

In Council Chambers at City Hall

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

Guests: Georgia Sharp, Candidate for County Commissioner; Joe Russman, Starla Robertson, Brandon Martin and representatives of the Portland Rodeo; Kathy Parsons

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

Mayor Barnes acknowledged the passing of the long-time former City Attorney Bill Davis and former City Council Member Stacy Smith.

A few moments of silence were held in their honor.

Mayor Pro-Tem VanSlambrouck noted that both of them will be missed and shared his memories of them.

City Manager Gorman extended his prayers to the families and shared some of his memories of them.

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

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Adopted

Under Public Comment, Georgia Sharp introduced herself and announced her candidacy for Ionia County Commissioner. She is a retired teacher from Portland Public School where she taught for 39 years. The Primary Election will be held Tuesday, August 2, 2016.

Under City Manager Report, City Manager Gorman stated that it has been determined that load restrictions are necessary on the Divine Hwy. Bridge. Signs stating such have been ordered and will be placed immediately once received.

Discussions with ADM have resumed in regard to their donation of the property at the corner of Grand River Ave. and Divine Hwy. to the City. The goal of the City is that this property will be part of a new Divine Hwy. bridge design.

The City is waiting on the final land description and boundary map for submittal to Council for approval of the DNR Land Acquisition Agreement for the property at Two Rivers Park.

Representatives of the Rindlehaven development has contacted the City and stated their interest in beginning the 2nd phase of that project. The developers and City engineers are working to ensure the road at Rindlehaven meets the City specifications so the City can take over maintenance of it.

The WODA Group is expecting the closing to take place May 26, 2016 on the Old School Manor project. The plan to commence construction the next day.

No bids were received on the property at 628 Canal St. that the City acquired through tax reversion. The City will look at taking bids again or other ways to dispose of the property.

The Michigan Public Power Agency will be considering a 20-year “wind” energy capacity purchase that will be presented to Council at its next meeting.

The City realized savings this year in its software programs that have allowed the reinvestment into a Human Resources module that will be a valuable administrative asset.

Under Presentations, DDA/Main Street Director Perry presented her monthly report. The Portland River Trail is one of the featured trails in this year’s Michigan Trails Magazine, a premier publication in the State of Michigan. The DDA/Main Street is partnering with the Chamber of Commerce to feature Portland on a billboard along I-96. An area wide visitor’s guide is being developed with the assistance of Great Lakes Publishing. The Block Party will be held this Saturday, May 21, 2016 in downtown Portland and will feature over 40 crafters, 10 participants in the Rib Burn contest, food vendors, great bands and more.

Joe Russman of the Portland Rodeo presented information on an event that will be held June 10-11, 2016. This year will mark the 10-year anniversary of this fun-filled, family event.

Under New Business, the Council considered Resolution 16-41 to approve the City Manager’s proposed appointment of Janet K. Ogden as the City Assessor. The current Assessor has retained full-time employment at another municipality but has remained on an interim basis. There will be some overlap between the two to help with the transition. Mrs. Ogden will be a good addition to the City of Portland.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 16-41 approving the City Manager’s proposed appointment of Janet K. Ogden as the City Assessor.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Adopted

Motion by Baldyga, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on May 2, 2016, payment of invoices in the amount of \$66,689.41 and payroll in the amount of \$146,809.32 for a total of \$213,498.73. A purchase order to Synagro Central, LLC in the amount of \$6,369.75 for biosolids pump and transport was also included.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman reminded residents to avoid blowing grass clippings into the road as they mow their lawns. The grass will plug the storm sewers.

Under Council Comments, Council Member Johnston commented that her daughter's second grade class came on a tour of City Hall. She thanked City Manager Gorman and staff as the event was very beneficial to the class.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 7:39 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the May 16, 2016 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, Baldyga, and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Kirk, DDA/Main Street Director Perry; Eric Proctor

Public Comment – Georgia Sharp introduced herself and announced her candidacy for Ionia County Commissioner.

Presentation - DDA/Main Street Director Perry presented her monthly report.

Presentation - Joe Russman of the Portland Rodeo presented information on event that will be held June 10-11, 2016.

Approval of Resolution 16-41 approving the City Manager's proposed appointment of Janet K. Ogden as the City Assessor.

All in favor. Adopted

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:39 P.M.

All in favor. Adopted.

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

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
IONIA COUNTY REGISTER OF DEEDS	00207	VACATION OF PROPERTY - ASSESSOR	20.00
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	1,260.45
AT&T	00686	PHONE SVC - WASTE WTR	94.62
AT&T	00686	PHONE SERVICE - WASTE WTR	29.30
WOW! INTERNET-CABLE PHONE	02132	CABLE INTERNET SERVICES - ELECTRIC, CITY HALL,	103.91
CONSUMERS ENERGY	00095	GAS SERVICE - VARIOUS DEPTS	1,246.15
MENARDS	00260	SHELF KIT - POLICE	119.00
MENARDS	00260	INSTANT POST CEMENT - WASTE WTR	11.96
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	85.00
AMERICAN WATER WORKS ASSOC.	00018	MEMBERSHIP DUES - WATER	75.00
BADER & SONS CO.	00031	LAWN MOWER - ELECTRIC	359.95
JOHN BAKER	01812	EDUCATION CLASS - AMBULANCE	200.00
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMBULANCE	94.99
CAPITAL CITY INT'L TRUCKS	00068	BUCKET TRUCK REPAIRS - ELECTRIC	1,480.36
CLARK HILL PLC	01422	LEGAL SERVICES - GENERAL	152.00
CONSUMERS CONCRETE CORPORATION	00094	CONCRETE FOR TRANSFORMER - ELECTRIC	492.50
CONSUMERS CONCRETE CORPORATION	00094	CONCRETE FOR ST LIGHT BASE - COMMUNITY PROMOTI	394.00
COOK BROS EXCAVATING	00101	CEMENT GRAVEL - CEMETERY	330.00
COOK BROS EXCAVATING	00101	STONE DUST - PARKS	540.00
DAVID L. KEILEN	00107	ELECTRICAL WORK TO SALT BARN - MTR POOL	507.89
CULLIGAN	02130	WATER - POLICE	17.50
ELHORN ENGINEERING	00139	TUBING - WATER	100.00
FLEIS & VANDENBRINK	00153	BRIDGE INSPECTION & LOAD RATING UPDATE - MAJ S	1,000.00
FLEIS & VANDENBRINK	00153	KENT ST CONSTRUCTION ENGINEERING - MAJ, WATER,	897.37
S. TUTT GORMAN	02311	CELL PHONE REIMB - CITY MANAGER	60.00
GRAINGER, INC.	00172	REPAIR CLAMP - WASTE WTR	36.15
GRAINGER, INC.	00172	GARDEN HOSE - WASTE WTR	45.35
GRAINGER, INC.	00172	TOILET SEAT - WASTE WTR	38.50
GRAINGER, INC.	00172	MOBIL OIL - WASTE WTR	339.11

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - WASTE WTR	152.58
GRP ENGINEERING INC.	01994	COORDINATION STUDY - ELECTRIC	3,000.00
HASSELBRING-CLARK	02073	MAINT CONTRACT - POLICE	147.00
HYDRO DESIGNS, INC.	01308	CROSS CONNECTION CONTROL PROGRAM - WATER	380.00
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	9,100.00
IONIA COUNTY TREASURER	00209	NETMOTION LICENSES - POLICE	492.00
SENTINEL-STANDARD, INC.	00212	NEWSPAPER SUBSCRIPTION - GENERAL	150.00
JOHN DEERE FINANCIAL	01818	PARTS, LABOR - VARIOUS DEPTS	1,794.71
KATHY'S CLEANING	01684	CLEANING SERVICE - CITY HALL	720.00
KENDALL ELECTRIC	00225	BUSS FUSE - WATER	350.80
KENDALL ELECTRIC	00225	CONSUIT - ELECTRIC	250.86
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - CEM, PARKS	15.00
KEUSCH SUPER SERVICE	00228	TIRE LABOR - CEM, PARKS	30.95
DAVID KIRK	02402	CELL PHONE REIMB - POLICE	60.00
ERIK LITTS	01797	CONTRACTUAL SERVICES - ASSESSOR	1,550.00
LISA SIPPERLEY	MISC	REFUND PARK RENTAL FEE - GENERAL	35.00
MENARDS	00260	CEMENT & LIGHTBULBS - PARKS, CEMETERY	92.70
MENARDS	00260	EAR PLUGS, CEMENT, SPRAY PAINT - CEM, PARKS	278.61
MICHIGAN PAVING & MATERIALS CO.	02102	BLACKTOP - MAJ STS, LOC STS, WATER	456.96
MICHIGAN PAVING & MATERIALS CO.	02102	TONS OF BLACKTOP- MAJ STS, LOC STS	423.36
MICHIGAN PAVING & MATERIALS CO.	02102	TONS BLACKTOP - MAJ STS, LOC STS	223.44
MICHAEL R. KLUCK & ASSOCIATES	02405	LEGAL SERVICES - GENERAL	392.50
PHIL GENSTERBLUM	00164	MILEAGE REMIB - CODE, AMB	339.93
MCFADDEN LAW OFFICE PLLC	02299	MAY LEGAL SERVICE - POLICE	138.00
MICTA	01536	ANNUAL DUES - GENERAL	100.00
MIDWEST GAS INSTRUMENT SVC	00307	CALIBRATE MICROCLIP - WATER	133.21
MODEL FIRST AID SAFETY/TRAINING	00313	RESTOCK 1ST AID KIT - ELECTRIC	49.75
MRE SERVICES, INC.	00318	COMPUTER SERVICES FOR APRIL - GENERAL	515.74
MSDS ONLINE	MISC	ONLINE ACCOUNT - VARIOUS DEPTS	499.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
STATE OF MICHIGAN	00428	SOR TOKEN FEE JAN - MARCH - POLICE	66.00
MUNICIPAL SUPPLY CO.	00324	REPAIR LID NEW STYLE - WATER	96.20
MUNICIPAL SUPPLY CO.	00324	SADDLE - WASTE WTR	44.00
MUNICIPAL SUPPLY CO.	00324	COMPRESSION - WATER	50.36
NORTH GRAND RIVER COOP, INC.	00335	LINENS - AMBULANCE	264.10
OTIS ELEVATOR	00970	SERVICE CONTRACT - CITY HALL	547.35
MIKE OWEN	01809	MILEAGE REIMB - WASTE WTR	32.40
PLEUNE SERVICE COMPANY INC.	00741	SERVICE HVAC - ELECTRIC	780.00
PLEUNE SERVICE COMPANY INC.	00741	SERVICE HVAC - ELECTRIC	313.00
PLEUNE SERVICE COMPANY INC.	00741	REPLACE BEARING, SHAFT, SENSOR, & PULLEY - CIT	1,215.26
PLEUNE SERVICE COMPANY INC.	00741	SERVICE HVAC EX FAN ROOF - CITY HALL	189.99
PORTLAND AREA FIRE AUTHORITY	02128	MASK FIT TESTS - POLICE	210.00
PORTLAND POURED WALLS, INC.	02191	GENERATOR PAD - WASTE WTR	4,300.00
POWER LINE SUPPLY COMPANY	00389	CABLE FOR BOAT BARRIER AT HYDRO PLANT - ELECTR	289.10
RESCO	00392	COPPER TIE WIRE - ELECTRIC	177.50
RESCO	00392	CONNECTOR SERVICE - ELECTRIC	35.00
RIVERSIDE INTEGRATED SYSTEMS	01441	ANNUAL MONITORING FEE - ELECTRIC	300.00
ROBERT LAMSON PHD	MISC	EVALUATION - POLICE	590.00
SLC METER LLC	02286	BADGER MODEL - WATER	213.79
SLC METER LLC	02286	BADGER MODELS - WATER	804.66
SLC METER LLC	02286	HAND STRAP WITH STYLUS POCKET - WATER	101.44
SPARROW OCCUPATIONAL HEALTH	00340	PHYSICALS - CEMETERY, PARKS	310.50
STEVE'S METER SERVICE	00442	SINGLE PHASE METER - ELECTRIC	130.00
STEVE'S METER SERVICE	00442	METER INSTALLATION FOR GOOD WILL - ELECTRIC	1,100.00
SPEEDWAY LLC	02395	MOTOR FUEL - ELECTRIC, MTR POOL	2,376.00
SPRINT	00859	DATA & CELL SERVICE - POLICE	119.95
STATE OF MICHIGAN	00428	2014 TAX RETURN DATA - INCOME TAX	477.30
SUPPLYGEEKS	02052	TONER - GENERAL	207.45
UPS	MISC	SHIPPING - WASTE WTR	19.63

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
USA BLUEBOOK	01850	SUPPLIES - WASTE WTR	316.76
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC, WW, WTR, M POOL	180.16
VILLAGE LAUNDRY	01490	UNIFORM CLEANING - POLICE	118.25
WEST MI CRIMINAL JUSTICE TRAINING	MISC	LEGAL UPDATE - POLICE	25.00
WOLVERINE POWER SYSTEMS	02122	GENERATOR LOAD BANK TESTING - CITY HALL	748.00
WOLVERINE POWER SYSTEMS	02122	LOAD BANK TEST, OIL CHANGE WELL #7 - WATER	790.00
WOW! INTERNET-CABLE PHONE	02132	CABLE INTERNET SERVICES - ELECTRIC	45.00
AMBER WIEBER	02143	GYMNASTICS - REC	125.00
AMY WIEBER	02142	GYMNASTICS - REC	240.00
AMANDA SIMON	02188	GYMNASTICS - REC	40.00
THERESA KREINER	02276	GYMNASTICS - REC	110.00
EMMA GUNDERMAN	02391	GYMNASTICS - REC	75.00
HEATHER GOODENOUGH	01186	GYMNASTICS - REC	443.00
MINDY TOLAN	01228	OVERPAYMENT FOR SUMMER TENNIS - REC	10.00
BRIAN & NANCY WOHLSCHEID	MISC	ENERGY OPTZ - ELECTRIC	165.00
HASSELBRING-CLARK	02073	CITY HALL COPY MACHINE MAINT- GENERAL	153.21
VERIZON WIRELESS	00470	PHONE SERVICE - VARIOUS DEPTS	316.69
ED FILTER	00540	UMPIRES - REC	48.00
GERALD ACKERSON	02269	UMPIRES - REC	192.00
GREG GARN	02185	UMPIRES - REC	216.00
BRIAN RUSSELL	00593	UMPIRES - REC	240.00
BLAKE HODGE	02406	UMPIRES - REC	155.00
SAM HODGE	02407	UMPIRES - REC	155.00
ALLISON RUSSELL	01954	UMPIRES - REC	195.00
LOGAN COOK	02342	SCOREKEEPERS - REC	21.00
BAILEY VAN HOUTEN	02197	SCOREKEEPERS - REC	77.00
LAUREN RUSSELL	02134	SCOREKEEPERS - REC	49.00
HANNAH DENSMORE	02300	SCOREKEEPERS - REC	21.00
FLEIS & VANDENBRINK	00153	GENERAL CONSULTATION SERVICES - GEN, MAJ STS,	2,500.06

Date: 06/02/16

CITY OF PORTLAND INVOICE REGISTER

Page: 5

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
STATE OF MICHIGAN	00428	PROGRESS PAY #1 - MAJ STS	2,565.31
BUSINESS CARD	02075	MEMBERSHIPS, CARDS, SWINGS - VARIOUS DEPTS	635.54
UNITED STATES POSTAL SERVICE	00463	POSTAGE- ELC, WTR, WASTEWATER, GENERAL	937.44
Total:			\$59,272.56

**BI-WEEKLY
WAGE REPORT
May 23, 2016**

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.	7,927.09	15,854.18	2,021.50	19,897.18	9,948.59	35,751.36
ASSESSOR	-	-	-	-	-	-
CEMETERY	2,182.99	4,365.98	213.80	4,793.58	2,396.79	9,159.56
POLICE	13,364.20	26,728.40	2,843.01	32,414.42	16,207.21	59,142.82
CODE ENFORCEMENT	592.74	1,185.48	45.34	1,276.16	638.08	2,461.64
PARKS	3,587.60	7,175.20	322.18	7,819.56	3,909.78	14,994.76
INCOME TAX	1,833.28	3,666.56	525.00	4,716.56	2,358.28	8,383.12
MAJOR STREETS	3,137.39	6,274.78	934.43	8,143.64	4,071.82	14,418.42
LOCAL STREETS	1,555.91	3,111.82	432.37	3,976.56	1,988.28	7,088.38
RECREATION	738.74	1,477.48	104.60	1,686.68	843.34	3,164.16
AMBULANCE	9,828.87	19,657.74	1,368.01	22,393.76	11,196.88	42,051.50
DDA	1,538.40	3,076.80	777.07	4,630.94	2,315.47	7,707.74
ELECTRIC	15,432.94	30,865.88	3,237.97	37,341.82	18,670.91	68,207.70
WASTEWATER	9,176.34	18,352.68	2,415.04	23,182.76	11,591.38	41,535.44
WATER	4,280.67	8,561.34	1,207.21	10,975.76	5,487.88	19,537.10
MOTOR POOL	1,413.18	2,826.36	397.21	3,620.78	1,810.39	6,447.14
TOTALS:	76,590.34	153,180.68	16,844.74	186,870.16	93,435.08	340,050.84

**BI-WEEKLY
WAGE REPORT
June 6, 2016**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	11,326.40	27,180.58	4,044.61	31,868.88	15,371.01	59,049.46
ASSESSOR	1,155.73	1,155.73	89.11	89.11	1,244.84	1,244.84
CEMETERY	4,116.37	8,482.35	1,950.21	8,926.78	6,066.58	17,409.13
POLICE	28,801.30	55,529.70	6,733.63	52,512.25	35,534.93	108,041.95
CODE ENFORCEMENT	942.87	2,128.35	625.20	2,494.10	1,568.07	4,622.45
PARKS	2,938.43	10,113.63	645.76	12,052.92	3,584.19	22,166.55
INCOME TAX	2,159.16	5,825.72	2,059.75	8,609.59	4,218.91	14,435.31
MAJOR STREETS	3,504.16	9,778.94	3,118.67	14,399.70	6,622.83	24,178.64
LOCAL STREETS	3,205.46	6,317.28	2,457.18	7,989.65	5,662.64	14,306.93
RECREATION	2,329.25	3,806.73	1,232.75	3,658.17	3,562.00	7,464.90
AMBULANCE	12,580.00	32,237.74	4,023.89	36,246.52	16,603.89	68,484.26
DDA	1,538.40	4,615.20	848.89	7,018.23	2,387.29	11,633.43
ELECTRIC	22,494.26	53,360.14	15,503.68	68,278.44	37,997.94	121,638.58
WASTEWATER	15,063.49	33,416.17	9,783.20	42,142.30	24,846.69	75,558.47
WATER	5,261.58	13,822.92	3,228.70	18,485.13	8,490.28	32,308.05
MOTOR POOL	3,170.08	5,996.44	2,224.15	7,258.11	5,394.23	13,254.55
TOTALS:	120,586.94	273,767.62	58,569.38	322,029.88	179,156.32	595,797.50

BI-WEEKLY CASH BALANCE ANALYSIS

AS OF 6/3/16

MEETING DATE 6/6/16

Fund	Description	Beginning Balance 5/13/16	Total Cash in	Total Cash out	Cash Balance 6/3/13	Time Certificates	Ending Balance 6/3/13
101	GENERAL FUND	796,232.55	102,848.15	(184,047.58)	715,033.12	235,000.00	950,033.12
105	INCOME TAX FUND	(3,366.40)	149,145.01	(134,281.36)	11,497.25	10,000.00	21,497.25
150	CEMETERY PERPETUAL CARE FUND	35,842.20	-	-	35,842.20		35,842.20
202	MAJOR STREETS FUND	33,503.65	4,071.82	(8,629.97)	28,945.50		28,945.50
203	LOCAL STREETS FUND	81,571.11	1,988.28	(4,179.07)	79,380.32		79,380.32
208	RECREATION FUND	18,571.58	8,276.51	(2,230.69)	24,617.40		24,617.40
210	AMBULANCE FUND	66,743.64	26,458.92	(24,790.23)	68,412.33		68,412.33
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	9,816.98	15,135.74	(13,145.79)	11,806.93		11,806.93
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	25,371.22	7,524.52	(10,840.42)	22,055.32		22,055.32
582	ELECTRIC FUND	81,693.99	231,262.90	(182,626.56)	130,330.33	530,000.00	660,330.33
590	WASTEWATER FUND	(53,826.01)	122,582.80	(87,104.05)	(18,347.26)		(18,347.26)
591	WATER FUND	80,032.06	38,615.71	(18,279.46)	100,368.31	420,000.00	520,368.31
661	MOTOR POOL FUND	49,170.82	1,810.39	(5,611.43)	45,369.78		45,369.78
703	CURRENT TAX FUND	22,437.91	-	(503.24)	21,934.67		21,934.67
	TOTAL - ALL FUNDS	1,378,884.40	709,720.75	(676,269.85)	1,412,335.30	1,195,000.00	2,607,335.30
					ELECTRIC-RESTRICTED CASH	319,418.00	319,418.00
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	1,052,739.75	1,052,739.75
					ELECTRIC-PRIN & INT ESCROW	127,841.61	127,841.61
					WASTEWATER DEBT ESCROW	174,306.71	174,306.71
					WASTEWATER REPAIR ESCROW	75,255.01	75,255.01
					DDA-PRIN & INT ESCROW	160,523.87	160,523.87
							4,817,420.25

*Customer Deposit Breakdown

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

ELECTRIC-RESTRICTED CASH	319,418.00	319,418.00
CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
PERPETUAL CARE CD	130,000.00	130,000.00
INCOME TAX SAVINGS	1,052,739.75	1,052,739.75
ELECTRIC-PRIN & INT ESCROW	127,841.61	127,841.61
WASTEWATER DEBT ESCROW	174,306.71	174,306.71
WASTEWATER REPAIR ESCROW	75,255.01	75,255.01
DDA-PRIN & INT ESCROW	160,523.87	160,523.87

User: KRISTINA

PERIOD ENDING 05/31/2016

DB: Portland

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
		AMENDED BUDGET	05/31/2016 NORMAL (ABNORMAL)	MONTH 05/31/2016 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	994,798.00	985,309.14	22,731.25	9,488.86	99.05
101-000-428.000	PILOT-GOLDEN BRIDGE MANOR	1,200.00	0.00	0.00	1,200.00	0.00
101-000-445.000	PENALTY & INTEREST	8,000.00	3,071.12	1,408.94	4,928.88	38.39
101-000-445.022	1994A SPEC ASSESS - INTEREST	0.00	56.25	0.00	(56.25)	100.00
101-000-447.000	TAX COLLECTION FEES	42,707.00	44,346.37	991.98	(1,639.37)	103.84
101-000-448.000	SPECIAL ASSESSMENT FEES	0.00	32.67	0.00	(32.67)	100.00
101-000-451.000	BUSINESS PERMITS	1,000.00	195.00	0.00	805.00	19.50
101-000-453.000	CABLE TV FEES	28,000.00	30,425.40	7,812.28	(2,425.40)	108.66
101-000-455.000	TRAILER FEES	1,500.00	336.00	30.00	1,164.00	22.40
101-000-476.000	NON-BUSINESS PERMITS	0.00	54,541.00	53,251.00	(54,541.00)	100.00
101-000-490.000	PREPAID UTILITY BILLS-EL,WA,WW	0.00	0.00	0.00	0.00	0.00
101-000-501.000	CHRC-FEDERAL STIMULUS GRANT	0.00	0.00	0.00	0.00	0.00
101-000-510.000	COPS-CHRP GRANT	0.00	0.00	0.00	0.00	0.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	900.00	1,324.64	603.78	(424.64)	147.18
101-000-570.000	LIQUOR FEES	3,200.00	3,180.10	0.00	19.90	99.38
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	0.00	10,557.00	0.00	(10,557.00)	100.00
101-000-575.000	REVENUE SHARING-CONST SALES	307,811.00	246,293.00	0.00	61,518.00	80.01
101-000-576.000	REVENUE SHARING-STAT SALES	102,666.00	88,555.00	0.00	14,111.00	86.26
101-000-577.000	CONTRIBUTION FROM STATE -GRANT	0.00	0.00	0.00	0.00	0.00
101-000-620.000	PBT TESTING FEES	5,000.00	5,660.20	442.00	(660.20)	113.20
101-000-622.000	DEVELOPMENT AND REVIEW FEES	0.00	0.00	0.00	0.00	0.00
101-000-623.000	TRANSCRIPT FEES	1,000.00	2,158.42	10.00	(1,158.42)	215.84
101-000-624.000	MISCELLANEOUS FEES	165.00	2,173.91	0.75	(2,008.91)	1,317.52
101-000-628.000	ADMINISTRATIVE CHARGES	318,857.00	292,457.00	26,587.00	26,400.00	91.72
101-000-629.000	TOWNSHIP FIRE FEES	0.00	0.00	0.00	0.00	0.00
101-000-630.000	CEMETERY LOT SALES	3,500.00	4,600.00	550.00	(1,100.00)	131.43
101-000-633.000	CEMETERY CARE FEES	3,700.00	6,214.80	1,246.80	(2,514.80)	167.97
101-000-634.000	GRAVE OPENING FEES	10,000.00	10,875.00	450.00	(875.00)	108.75
101-000-656.000	DISTRICT COURT FINES	11,000.00	9,723.67	992.98	1,276.33	88.40
101-000-661.000	PARKING FINES	2,400.00	1,217.00	0.00	1,183.00	50.71
101-000-662.000	DRUG FORFEITURE MONEY	2,000.00	0.00	0.00	2,000.00	0.00
101-000-663.000	MISCELLANEOUS FINES	1,500.00	1,783.00	189.00	(283.00)	118.87
101-000-664.000	SEX OFFENDER REGISTRATION FEES	0.00	200.00	0.00	(200.00)	100.00
101-000-665.000	INTEREST INCOME	420.00	90.69	0.00	329.31	21.59
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	228.00	50.06	0.00	177.94	21.96
101-000-665.003	INTEREST INCOME-CURRENT TAX	0.00	0.00	0.00	0.00	0.00
101-000-667.000	RENTAL INCOME	8,500.00	9,000.00	7,985.00	(500.00)	105.88
101-000-669.000	PRINCIPAL PAYMENT	0.00	0.00	0.00	0.00	0.00
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
101-000-676.002	DONATION - POLICE EXPLORERS	0.00	0.00	0.00	0.00	0.00
101-000-676.003	DONATIONS-DOG PARK	300.00	713.20	0.00	(413.20)	237.73
101-000-676.004	DONATION-RED MILL BUILDING	0.00	0.00	0.00	0.00	0.00
101-000-676.005	DONATION - DARE	0.00	200.00	0.00	(200.00)	100.00
101-000-676.006	DONATION - PARKS	18,302.00	19,813.03	0.00	(1,511.03)	108.26
101-000-676.007	DONATION - PORTLAND TWP	0.00	0.00	0.00	0.00	0.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	750.00	665.46	472.29	84.54	88.73
101-000-678.002	REIMBURSEMENTS-AMBULANCE COLL.	0.00	0.00	0.00	0.00	0.00
101-000-678.003	REIMBURSEMENTS-RAILROAD LEASES	0.00	0.00	0.00	0.00	0.00
101-000-678.004	REIMBURSEMENTS-PATROL	0.00	0.00	0.00	0.00	0.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	6,500.00	7,013.96	0.00	(513.96)	107.91
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	10,000.00	6,080.14	219.62	3,919.86	60.80
101-000-678.007	REIMBURSEMENTS-PAMA	1,250.00	1,252.80	0.00	(2.80)	100.22
101-000-678.008	REIMBURSEMENTS-RETIREE HEALTH	0.00	0.00	0.00	0.00	0.00
101-000-678.009	REIMBURSEMENTS-RETIREE LIFE	0.00	0.00	0.00	0.00	0.00
101-000-683.022	1994A SPEC ASSESS - PRINCIPAL	200.00	1,033.95	0.00	(833.95)	516.98
101-000-694.000	SALE OF LAND	0.00	0.00	0.00	0.00	0.00

User: KRISTINA

PERIOD ENDING 05/31/2016

DB: Portland

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
		AMENDED BUDGET	05/31/2016 (NORMAL (ABNORMAL))	MONTH 05/31/2016 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-697.000	EXTRAORDINARY INCOME	0.00	0.00	0.00	0.00	0.00
101-000-698.000	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00
101-000-698.002	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
101-000-699.001	TRANSFER FROM VOL FIRE DEPT.	0.00	0.00	0.00	0.00	0.00
101-000-699.105	CONTRIBUTION FROM INCOME TAX	0.00	0.00	0.00	0.00	0.00
101-000-699.403	TRANSFER FROM DNR/MDOT GRANT	0.00	0.00	0.00	0.00	0.00
101-000-699.406	TRANSFER FROM BOARDWALK FUND	0.00	0.00	0.00	0.00	0.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	50,037.00	50,037.00	0.00	0.00	100.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	31,764.00	31,764.00	0.00	0.00	100.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	32,009.00	0.00	0.00	100.00
101-000-699.812	TRANSFER FROM SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues		2,011,164.00	1,965,008.98	125,974.67	46,155.02	97.71
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
100	COUNCIL	198,485.00	182,269.60	0.00	16,215.40	91.83
101	COMMUNITY PROMOTIONS	269,316.00	219,779.81	33,168.50	49,536.19	81.61
172	CITY MANAGER	129,394.00	107,144.78	8,786.11	22,249.22	82.81
191	ELECTIONS	6,910.00	4,085.32	18.00	2,824.68	59.12
201	GENERAL ADMINISTRATION	310,628.00	265,530.63	21,275.18	45,097.37	85.48
209	ASSESSING	55,261.00	49,839.35	3,488.65	5,421.65	90.19
265	CITY HALL	50,651.00	47,452.46	3,341.01	3,198.54	93.69
276	CEMETERY	171,697.00	123,975.79	7,373.58	47,721.21	72.21
301	POLICE	691,182.00	553,269.33	43,974.59	137,912.67	80.05
336	FIRE	0.00	0.00	0.00	0.00	0.00
371	CODE ENFORCEMENT	39,198.00	30,341.04	2,176.68	8,856.96	77.40
728	ECONOMIC DEVELOPMENT	3,200.00	11,807.50	250.29	(8,607.50)	368.98
751	PARKS	166,264.00	132,763.92	11,697.78	33,500.08	79.85
999		0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		2,092,186.00	1,728,259.53	135,550.37	363,926.47	82.61
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		2,011,164.00	1,965,008.98	125,974.67	46,155.02	97.71
TOTAL EXPENDITURES		2,092,186.00	1,728,259.53	135,550.37	363,926.47	82.61
NET OF REVENUES & EXPENDITURES		(81,022.00)	236,749.45	(9,575.70)	(317,771.45)	292.20
TOTAL REVENUES - FUND 101						
TOTAL REVENUES - FUND 101		2,011,164.00	1,965,008.98	125,974.67	46,155.02	
TOTAL EXPENDITURES - FUND 101						
TOTAL EXPENDITURES - FUND 101		2,092,186.00	1,728,259.53	135,550.37	363,926.47	
NET OF REVENUES & EXPENDITURES		(81,022.00)	236,749.45	(9,575.70)	(317,771.45)	

User: KRISTINA

DB: Portland

PERIOD ENDING 05/31/2016

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	05/31/2016 NORMAL (ABNORMAL)	MONTH 05/31/2016 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
TOTAL REVENUES		719,886.00	676,082.03	131,786.73	43,803.97	93.92
TOTAL EXPENDITURES		1,236,072.00	661,742.66	10,161.63	574,329.34	53.54
NET OF REVENUES & EXPENDITURES		(516,186.00)	14,339.37	121,625.10	(530,525.37)	2.78
Fund 150 - CEMETERY PERPETUAL CARE FUND						
Fund 150 - CEMETERY PERPETUAL CARE FUND:						
TOTAL REVENUES		2,500.00	2,850.00	300.00	(350.00)	114.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		2,500.00	2,850.00	300.00	(350.00)	114.00
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		1,110,710.00	262,045.17	27,837.65	848,664.83	23.59
TOTAL EXPENDITURES		1,112,216.00	302,034.04	13,851.65	810,181.96	27.16
NET OF REVENUES & EXPENDITURES		(1,506.00)	(39,988.87)	13,986.00	38,482.87	2,655.30
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		394,669.00	302,522.49	13,070.57	92,146.51	76.65
TOTAL EXPENDITURES		400,533.00	374,798.67	13,954.28	25,734.33	93.57
NET OF REVENUES & EXPENDITURES		(5,864.00)	(72,276.18)	(883.71)	66,412.18	1,232.54
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
TOTAL REVENUES		148,250.00	106,465.34	6,379.00	41,784.66	71.81
TOTAL EXPENDITURES		129,769.00	100,239.70	6,469.30	29,529.30	77.24
NET OF REVENUES & EXPENDITURES		18,481.00	6,225.64	(90.30)	12,255.36	33.69
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
TOTAL REVENUES		539,531.00	506,971.90	36,263.37	32,559.10	93.97
TOTAL EXPENDITURES		596,888.00	571,061.42	34,524.37	25,826.58	95.67
NET OF REVENUES & EXPENDITURES		(57,357.00)	(64,089.52)	1,739.00	6,732.52	111.74
Fund 245 - MSHDA LOFT FUND						
Fund 245 - MSHDA LOFT FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
TOTAL REVENUES		344,447.00	320,069.47	11,524.00	24,377.53	92.92
TOTAL EXPENDITURES		369,907.00	327,306.27	12,487.38	42,600.73	88.48
NET OF REVENUES & EXPENDITURES		(25,460.00)	(7,236.80)	(963.38)	(18,223.20)	28.42
Fund 404 - CAPITAL IMPROVEMENT-RED MILL PAVILION						
Fund 404 - CAPITAL IMPROVEMENT-RED MILL PAVILION:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

User: KRISTINA

DB: Portland

PERIOD ENDING 05/31/2016

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	05/31/2016 NORMAL (ABNORMAL)	MONTH 05/31/2016 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 405 - WELLHEAD IMPROVEMENT FUND						
Fund 405 - WELLHEAD IMPROVEMENT FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT						
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		136,088.00	40,968.44	0.00	95,119.56	30.10
NET OF REVENUES & EXPENDITURES		(136,088.00)	(40,968.44)	0.00	(95,119.56)	30.10
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
TOTAL REVENUES		112,150.00	102,178.55	9,852.61	9,971.45	91.11
TOTAL EXPENDITURES		111,000.00	97,055.49	0.00	13,944.51	87.44
NET OF REVENUES & EXPENDITURES		1,150.00	5,123.06	9,852.61	(3,973.06)	445.48
Fund 528						
Fund 528:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
TOTAL REVENUES		3,851,782.00	2,984,272.61	285,279.12	867,509.39	77.48
TOTAL EXPENDITURES		4,284,047.00	3,123,974.48	143,928.60	1,160,072.52	72.92
NET OF REVENUES & EXPENDITURES		(432,265.00)	(139,701.87)	141,350.52	(292,563.13)	32.32
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
TOTAL REVENUES		965,561.00	750,197.22	70,122.82	215,363.78	77.70
TOTAL EXPENDITURES		981,990.00	653,201.96	53,699.28	328,788.04	66.52
NET OF REVENUES & EXPENDITURES		(16,429.00)	96,995.26	16,423.54	(113,424.26)	590.39
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
TOTAL REVENUES		601,020.00	489,292.58	45,444.33	111,727.42	81.41
TOTAL EXPENDITURES		671,408.00	555,313.75	29,018.35	116,094.25	82.71
NET OF REVENUES & EXPENDITURES		(70,388.00)	(66,021.17)	16,425.98	(4,366.83)	93.80
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
TOTAL REVENUES		485,623.00	461,233.13	23,290.00	24,389.87	94.98
TOTAL EXPENDITURES		484,602.00	389,522.26	11,595.60	95,079.74	80.38
NET OF REVENUES & EXPENDITURES		1,021.00	71,710.87	11,694.40	(70,689.87)	7,023.59
Fund 662 - INTERNAL SERVICE FUND						
Fund 662 - INTERNAL SERVICE FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 05/31/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDC USED
			05/31/2016 NORMAL (ABNORMAL)	MONTH 05/31/2016 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 812 - SPECIAL ASSESSMENT FUND						
Fund 812 - SPECIAL ASSESSMENT FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES - ALL FUNDS		9,276,129.00	6,964,180.49	661,150.20	2,311,948.51	68.45
TOTAL EXPENDITURES - ALL FUNDS		10,514,520.00	7,197,219.14	329,690.44	3,317,300.86	68.45
NET OF REVENUES & EXPENDITURES		(1,238,391.00)	(233,038.65)	331,459.76	(1,005,352.35)	18.82

PURCHASE ORDER

CITY OF PORTLAND

259 KENT STREET • PORTLAND, MICHIGAN 48875 • (517) 647-7531

TO

SHIP TO

MMU Workers' Comp Fund
PO Box 972081
Ypsilanti, MI 48197-0835

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
5/6/16					16-	
QUANTITY				DESCRIPTION	PRICE	AMOUNT
				Workers Comp Premium 7/1/16-7/1/17		31,866.00
				See attached for breakout		

NOT FOR RESALE FOR RESALE

TAX NUMBER _____

ORIGINAL

AUTHORIZED SIGNATURE

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES

MICHIGAN MUNICIPAL WC FUND
P. O. BOX 972081
YPSILANTI, MI 48197-0835

2016-2017 ANNUAL PREMIUM

101-100-720	COUNCIL	\$	38
101-172-720	CITY MANAGER	\$	124
101-201-720	GENL ADMIN	\$	484
101-209-720	ASSESSOR	\$	121
101-276-720	CEMETERY	\$	2,304
101-301-720	POLICE	\$	5,417
101-371-720	CODE	\$	89
101-751-720	PARKS	\$	478
105-254-720	INCOME TAX	\$	121
202-463-720	MAJOR STS	\$	3,314
203-463-720	LOCAL STS	\$	3,314
208-690-720	RECREATION	\$	478
210-302-720	AMBULANCE	\$	6,182
248-275-720	DDA	\$	430
582-539-720	ELECTRIC	\$	4,436
590-548-720	WASTEWATER	\$	2,304
591-441-720	WATER	\$	1,625
661-441-720	MOTOR POOL	\$	605
		\$	31,866



michigan municipal league

Workers' Compensation Fund

1675 Green Road Ann Arbor, MI 48105-2530
Phone: (800) 653-2483 Fax: (734) 741-1774

INVOICE

Portland, City Of
City Hall, 259 Kent St.
Portland, MI 48875

Customer #: 5000950-16
Invoice #: 5907204
Installation #: _____
Invoice Date: 05/06/2016
Due Date: 06/15/2016

Payment Amount: \$ _____

Make Payable and mail to: MML Workers' Comp Fund
P.O. Box 972081
Ypsilanti, MI 48197-0835

Please remit top portion with payment

For any questions regarding payment information, please contact Insurance Accounting at (734) 669-6373.
For any questions regarding invoice or policy information, contact Underwriting at (248) 204-8530.

MICHIGAN MUNICIPAL LEAGUE WORKERS' COMPENSATION FUND

Invoice No: 5907204

Invoice Date: 05/06/2016

Due Date: 06/15/2016

POLICY/REF NO.	DESCRIPTION	AMOUNT
5000950-16	Policy Premium 7/1/2016 to 7/1/2017	\$31,866.00
TOTAL DUE		\$31,866.00

From: noreply@civicplus.com
Sent: Wednesday, June 01, 2016 12:02 PM
To: cityclerk@portland-michigan.org
Subject: Online Form Submittal: Board & Commission Application

Board & Commission Application

Name	Kathy Parsons
Date	2/3/1959
Address	310 Kent St Portland MI 48875
Phone	517-647-4177
Email	kparsons@griderportland.com
Employer	Self - Grider-Portland Agency
Employer Phone	517-647-4177
How long have you lived in the City of Portland?	15 years
Please mark your choice(s).	<i>Field not completed.</i>
If more than one please list them in order.	PORTLAND AREA FIRE AUTHORITY
Please tell us your qualifications.	4 years, Portland Area Fire Authority, 4 years, City Council, 15 years serving on various city boards and commissions, 10 years, President of Tri-County Community Advocates (ARC/Greater Lansing).
Are you a high school graduate?	Yes
Are you a college graduate?	No
List name of the college or university you attended and the level of degree earned.	<i>Field not completed.</i>

List your professional and work experience. 1975-1978 Dispatcher/Clerk, Mason Police Department, Mason, MI 1978-1979 Fire Rater, Auto Owners Insurance Company, Lansing, MI 1979, 2001 Insurance Agent, A. A. Smith Insurance Agency, Lansing, MI 2001 - Present: Owner, Grider-Portland Agency, Portland.

List your community activities, interests and service. Volunteer for Volunteers in Police Service, 12 years. Past volunteer for Portland Main Street, 12 years: President of Irish-American Club of Lansing.

References (optional) Mark Ackerson, Chair, Portland Area Fire Authority, 9020 Peake Rd, Portland MI 48875 -517-290-8376 R. Bruce Smith, Owner (Retired), A. A. Smith Insurance Agency, 1515 Riley Ridge Dr, Lansing, MI 48906 517-282-9638 Dan Schlattman, Owner, Freedom Tax Services, 344 S. Jefferson, Mason, MI 48854 517-676-4253

File Attachment *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. This information is also available for public review.

Please print your responses

Date: 5/20/16

Name: WALTER L. CROSS

Address: 1121 MAYNARD RD.

Telephone No. 647-2616

E-mail address NONE

Employer RETIRED

Telephone No. _____

How long have you lived in the City of Portland? 28 yrs

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Education

Are you a high school graduate?

YES

College, University, or other school. State name and degree, certificate, etc., earned.

NO

Professional and work experience

LOTS

Community activities, interests, and service

PLANNING COMM 3YRS
PARKS & REC 15YRS

References (optional) Please provide name, address, and telephone number.

NONE - NO ONE LIKES ME!

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. This information is also available for public review.

Please print your responses

Date: 5-21-16

Name: Doug Abel

Address: 143 N Water

Telephone No. 577 927 3073

E-mail address dougabel7@yahoo.com

Employer Greenstone Farm Credit Services (box 5723/16) Telephone No. 577 332 9542

How long have you lived in the City of Portland?

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

education

Are you a high school graduate?

Yes

College, University, or other school. State name and degree, certificate, etc., earned.

Central Michigan University - Bachelors in Business Administration Corporate Finance

Professional and work experience

See Resume

Community activities, interests, and service

Volunteer in Portland Youth Sports and Community events
Board of Review 2009 - present

References (optional) Please provide name, address, and telephone number.

DOUG ABEL

Portland, MI • C: (517) 927-3073 • dougabel7@yahoo.com

www.linkedin.com/pub/doug-abel/84/974/7b1

AREAS OF EXPERTISE:

Process Improvement • Project Management • Strategic Planning
Asset Management • Talent Development • Compliance Implementation
Training Tools • Risk Mitigation

PROFESSIONAL EXPERIENCE

UNION BANK

2008-Present

Chief Credit Officer/Vice President

- Promoted to develop a risk framework while strengthening the bank's credit processes/systems and implementing an infrastructure for sustainable portfolio growth.
- Created post-close scorecard, providing quarterly overview of lender progress and performance issues to senior leadership and Board of Directors – cited as "go to" tool for commercial lending professionals.
- Revised direct loan tracking and established or improved tracking lists and processes for financial statements, covenants and underwriting exceptions.
- Implemented credit department software solutions, raising efficiencies and accuracy through streamlined processes, seamless data management and centralized credit analysis processes.
- Applied industry-wide best practices to revamp credit underwriting and internal loan approval processes, devising new institutional culture, policies and procedures as change agent.
- Streamlined risk-grading model and loan loss reporting analysis, leading to record-low credit grade change recommendations by external auditors and bank examiners.
- Developed a mortgage department profitability model measuring the profitability of products and the unit as a whole which has continued to be used as the standard for the past three years.

STATE OF MICHIGAN

2004-2008

Bank Examiner

- Worked collaboratively with bank to revamp their existing allowance methodology to align it with regulatory requirements and stave off further penalties/actions.
- Served as examiner team lead, rating safety and soundness of bank operations, demonstrating comprehensive understanding of bank functions.
- Led examination in conjunction with the FDIC and Federal Reserve to evaluate bank's fraud prevention controls; proactive efforts with bank led to rework of the entire department to better ensure the gaps were minimized.

ACCIDENT FUND INSURANCE COMPANY OF AMERICA

2003-2004

Claims Examiner

- Successfully uncovered an overpayment error on an existing file that resulted in an offset to future benefits for a lifetime claimant.
- Addressed litigated claims, demonstrated elevated expertise with escalated cases.

COMERICA BANK

2002-2003

Credit Analyst

- Cross-referenced multiple data points and resources to assess customer/prospect financial position.

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Science, Business Administration – Corporate Finance, Central Michigan University, Mt Pleasant, MI

Asset Quality Ratings: Tools for Managing Portfolio Risk • Community Bankers for Compliance

CSBS Examiner-In-Charge • CSBS Senior Examiner School • CSBS Bank Financial Analysis • Real Estate Fundamentals •

FDIC Introduction to Examinations • FDIC Loan Analysis • Problem Loan Management for Experienced Lenders

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. **This information is also available for public review.**

Please print your responses

Date: 5-19-16

Name: Jason Williamson

Address: 930 Cherrywood Circle

Telephone No. 231 598-9999

E-mail address drjasonw@yahoo.com

Employer Self

Telephone No. _____

How long have you lived in the City of Portland?

Just over 1 year

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Please see resume

Education

930 CHERRYWOOD CIRCLE • PORTLAND, MI 48875
PHONE (231) 598-9999 • E-MAIL DRJASONW@YAHOO.COM

JASON WILLIAMSON DC

One hundred years from now it will not matter what my bank account was,
the sort of house I lived in, or the kind of car I drove, but the world
may be different, because I was important in the life of a child.

~Anonymous~

Purpose

My purpose is to create the best environment, situations,
and attitudes for my family, and by being the best dad,
husband, son, doctor, and man I can be.

Educational Background

May 2004 – August 2008 National Univ of Health Sciences Lombard, IL
Doctor of Chiropractic

- Licensed in Michigan

May 2004 – August 2006 National Univ of Health Sciences Lombard, IL
B.S. Human Biology

2001 – 2003 Central Michigan University Mt. Pleasant, MI

- Classes towards - *M.A. Physical Education – Coaching – Emphasis on Baseball*

1989 – 1993 Western Michigan University Kalamazoo, MI
B.S. Geography major, Group Social Studies minor

- Grades 7 – 12 Teaching Certificate
- Gamma Theta Upsilon (Geography)

Employment Experience

Willemin Chiropractic <i>Chiropractor</i>	Present	Portland, MI
Great Lakes Family Chiropractic <i>Chiropractor</i>	2011 - 2013	Kentwood, MI
HealthZone Chiropractic <i>Chiropractor</i>	2009 – 2010	Wyoming, MI Grand Haven, MI
Discover Health PLC <i>Chiropractor</i>	2008 – 2009	Allendale, MI
Family Chiropractic Health Center PLC <i>Chiropractic Assistant (CA) / Office Manager / Owner</i>	1999 – 2002	Big Rapids, MI

Opened up a one doctor chiropractic office as soon as the doctor graduated from college. Successfully operated and ran it for two years, creating a waiting list practice.

Community Outreach

Community Wellness Day

- Grand Rapids/Kentwood Area Coordinator
- Portland Coordinator
 - Organized all aspects from planning to clean-up
 - Recruited and directed staff of 20+ volunteers
 - Successful event that raised money for charities, while inspiring communities to take responsibility for their families' health, safety, environmental and financial well-being.

Activities and Interests

- My 2 sons athletic events
- Baseball ~ Detroit Tigers ~ West Michigan Whitecaps
- Golf
- Biking, hiking, walking with the family
- Cruising

Volunteer Work

Portland Planning Commission

Portland Main Street O&F Committee

The Leukemia & Lymphoma Society Team in Training (TNT)

- The LaSalle Bank Chicago Distance Classic
- Completed half marathon
- Raised \$1300 for charity

AIDS Walk Chicago

Susan G. Komen Breast Cancer 5K walk/run

Susan G. Komen Breast Cancer 3-Day 60 Mile walk

- Sports Medicine Team

National University of Health Sciences

- Gross Anatomy Dissection Lab
 - Unload / organize new shipment of cadavers
 - Prepare cadavers for dissection
 - Dissect cadavers for presentation
 - Prepare cadavers for cremation
- Teachers Assistant and Tutor
 - Gross Anatomy – Spine Lab & Soft Tissue Lab
- Admissions Department / Anatomy Department
 - High school visitation PowerPoint and cadaver presentations
- Student speaker at DuPage County career fair

Special Olympics Volunteer

- State competition judge for multiple events

Kids Day America International™

- Big Rapids Area Coordinator
 - Organized all aspects from planning to clean-up
 - Recruited and directed staff of 50+ volunteers
 - Achieved yearly growth that exceeded expectations

Young Life Golf Marathon

- 122 holes of golf in 6 hours

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. This information is also available for public review.

Please print your responses

Date: 5-23-16

Name: Charles T. Dumas

Address: 9015 Sylvan Drive

Telephone No. 517 526-0439

E-mail address cdumas51854@gmail.com

Employer Portland Public Schools Telephone No. 647 4161

How long have you lived in the City of Portland? — 25 years, Danby Township

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

- see resume -

Education

- see resume -

Charles V. Dumas II, Ed.S.

9015 Sylvan Drive
Portland, Michigan 48875
cdumas51854@gmail.com



"The performance of any individual is to be judged in terms of his contribution to the aim of the system, not on his individual performance."

Dr. W. Edwards Deming

9015 Sylvan Drive
Portland, MI 49875
Home: (517) 647-2604
Cell: (517) 526-0439
Office: (517) 647-4161

Charles V. Dumas, Ed.S.

cdumas51854@gmail.com

EDUCATION

State of Michigan
Department of Education
State Board of Education

1990 - **School Administrator Certificate**
Central Office Administration, Superintendent

Michigan State University
East Lansing, Michigan 48824

1989 - **Educational Specialist Degree**
Award for Academic Excellence,
Curriculum & Instruction major

Ferris State University
Big Rapids, Michigan 49307

1986 - **Leadership Development Program**
Participant, Advisory Committee Member, Mentor

Western Michigan University
Kalamazoo, Michigan 49001

1979 - **Master of Arts Degree**
Education major

Western Michigan University
Kalamazoo, Michigan 49001

1976 - **Bachelor of Science Degree, Cum Laude,**
General Education Honors Program,
Vocational Industrial Education major

EXPERIENCE

- 1991- Present** **Superintendent** - Portland Public Schools - 2,100 student school district with 220 employees and an 18-million-dollar budget. 7.35 mill debt levy.
- 1986-1991** **Director of Vocational Education** - Huron Intermediate School District
Responsible for county-wide Career and Technical Education programming.
- 1985-1986** **Principal** - Huron Area Skill Center - established curriculum, monitored construction and hired staff for a new technical education center.
- 1980-1985** **Placement Coordinator** - Branch Intermediate School District
Placed students in work experience, co-op and full-time jobs.
- 1976-1980** **Building Trades Instructor** - Branch Area Career Center
- 1979-1985** **Licensed Residential Builder**

RELATIONSHIP WITH THE BOARD

- Worked with 29 different board members.
- Coordinated 300 Board meetings and 225 board work sessions.
- Facilitated the review and revision of policies, twice.
- Received a “Highly Effective” rating on all 25 annual performance evaluations.

RELATIONSHIP WITH STAFF

- Organized administrative staff and functions.
- Directly responsible for the hire of over 50 people. Indirectly responsible for 100’s of others.
- Developed administrator annual evaluation process.
- Negotiated 40 labor contracts.
- Negotiated significant concessionary agreements with all staff, including teachers.
- Met monthly with LEA President.

RELATIONSHIP WITH STUDENTS

- Delivered 25 High School and 25 Adult Education commencement addresses.
- Visited all classrooms on a regular basis.
- Served as the announcer for invitational track meets.
- Led Halloween parades for elementary schools.
- Played Santa Claus for the early elementary students.

COMMUNITY RELATIONS

- Wrote a weekly column for the local newspaper, totaling 950 columns over a 25-year span.
- Portland Area Service Group – Board member.
- Downtown Development Authority Board- Chairperson since 1998.
 - Portland earned a “Main Street USA” designation and awarded “Cool City” status.
- Served as Vice-Chair Portland Main Street Board of Directors
- Instrumental in securing financing for a new city hall.

BUSINESS AND FINANCE

- Built fund equity from 0 to over 2.5 million dollars or almost 15% of budget.
- Privatized food services, custodial/maintenance and transportation programs.
- Successfully led 9 millage proposals.
- Successfully led 28-million-dollar bond campaign which provided:
 - A rearrangement of instructional space and additions to two elementary schools.
 - Additions to the middle and high schools.
 - A new Adult and Community Education building.
 - Enhanced technology throughout the district, including a fiber optic WAN.
- Led district through three significant and numerous continual budget reductions.
 - Loss of over 10% of our staff.
 - Tallied over 5 million dollars in budget cuts and cost avoidance over the last 7 years.

EDUCATIONAL LEADERSHIP

- Orchestrated the realignment of the grade levels in elementary schools.
- Orchestrated the creation of the district’s first Technology Plan.
- Coordinated the alignment of K-12 curriculum with Common Core State Standards.
- Initiated the Portland Virtual School, bringing in 40 new students annually.
- Initiated a Shared Time program with the local parochial school, adding 35 FTEs per year.
- Coordinated a schools of choice program that brought in almost 100 students per year.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Portland Main Street Board of Directors - Vice-Chairperson
Portland Downtown Development Authority - Chairperson
Portland Area Kiwanis Club, International - Past President
Portland Area Chamber of Commerce -Past President
Portland Civic Club, Charter Member, Past President
Portland Area Service Group – Board of Directors
Portland Community Fund - Campaign Chairman
Michigan Association of School Administrators

REFERENCES

Linda Hoxie-Green, Retired
Teacher, Superintendent, Board Member
6877 Mulder Drive
Portland, MI 48875
Phone: Cell (517) 490-4557
Home: (517) 647-6673
Email: lhoxiegreen@sbcglobal.net

Jack Griffin, Agent
Farm Bureau Insurance Group
345 Kent Street
Portland, MI 48875
Phone: (517) 647-6536
Email: jgriffi@fbinsmi.com

James Barnes, Mayor of the City of Portland
Portland City Hall
259 Kent Street
Portland, MI 48875
Phone: Cell (517) 256-3585
Email: barnesj11@michigan.gov

Michael Beckwith, Retired
Fellow Teacher, Superintendent, Friend
51 Candlewood Court
Coldwater, MI 49036
Phone: Cell (517) 617-2359
Email: mvb473@yahoo.com

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

Held on Thursday, April 21, 2016
In Council Chambers at City Hall

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

Absent: Urie, Antaya

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

Guests: None

The meeting was called to order at 3:32 P.M.

Motion by Barnes, supported by Briggs, to approve the Agenda with the addition of item D under New Business.

All in favor. Adopted.

Motion by Tyler, supported by Blastic, to approve the minutes of the March 17, 2016 meeting as presented.

All in favor. Adopted.

Motion by Barnes, supported by Dumas, to approve the Treasurer's Report as presented.

All in favor. Adopted.

Under New Business, Director Perry gave an update on sponsorships and volunteers for the Block Party to be held on Saturday, May 21, 2016. There are currently 9 crafters and 5 teams for the barbecue contest. \$3,150.00 has been raised in sponsorships. Volunteers are still needed.

Director Perry presented the idea of splitting the cost of painting the light poles in the DDA with the Electric Department 50/50.

There was discussion.

Motion by Briggs, supported by VanSlambrouck to approve further exploring the idea of splitting the cost of painting the light poles in the DDA with Electric Department in order to determine what the cost will be.

All in favor. Adopted.

Director Perry presented the Fiscal Year 2016/2017 work plans and budget for approval.

There was discussion.

Motion by Dumas, supported by VanSlambrouck to recommend the Fiscal Year 2016/2017 Budget to the City Council for approval.
All in favor. Adopted.

Director Perry recommended using a picture from the design services that Main Street was previously awarded in cooperation with the Chamber of Commerce for a billboard on I-96. She specifically asked for permission to “tweak” one of the pictures in order to better represent Portland. The Chamber of Commerce will pay for the billboard advertising.

Motion by Barnes, supported by Blastic, to approve the use and editing of a picture provided through the Main Street design services for a billboard on I-96.
All in favor. Adopted.

There was further discussion.

Under the Director’s Report, Director Perry reported that the Main Street National Conference will be held in Milwaukee, WI on May 23rd through the 25th. The theme is economic revitalization. There is still room available if anyone is interested in attending.

Director Perry provided a status report on the downtown buildings. Country Cupboard will be moving to Grand River Ave. and will leave its current building at 268 Kent St. vacant. Future plans for the building are uncertain. The Pizza Shop at 252 Kent St. is considering the installation of awnings on its building. Hiit Fitness at 220 Kent St. is looking to relocate as it has outgrown the facility. A possible sale is pending on Gerdes at 128 Kent St. David Lange has opened an accounting office in his building at 117 E. Grand River Ave., the former location of the Portland Café. The Chocolate Moose at 116 E. Bridge St. has several interested parties in purchasing the business.

Terry Frewen has submitted an application for a DDA Sign Grant by the deadline but they were lacking the final bid information.

The DDA concurred the application should be considered.

Under Committee Reports, Director Perry reported that the Promotions & Marketing Committee is planning for the May 21st Block Party.

Member Briggs reported the Design Committee will not have hanging planters in the downtown this year but will be working with the Garden Club to enhance the current planted areas.

Member Tyler reported the Economic Revitalization Committee is still working on developing brochures. One for developers and one that would include advertisements for distribution in the community. They are also making progress on hosting a seminar sometime during the 2nd Quarter.

Committee Chair Barnes reported for the Organization and Finance Committee. The On the Street Newsletter was mailed with the April utility bills.

The committee has also had discussion in regard to the Beerfest event and scheduled the event to be held August 13, 2016. The event will be similar to last year.

There was discussion.

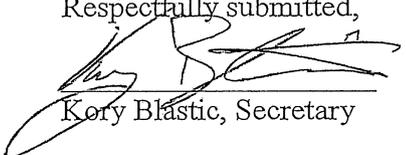
The board concurred that a work plan/contract for the Beerfest event should be developed and signed by Paul Starr of I'm a Beer Hound who will be involved with the event.

Mayor Barnes stated that a date for Wine the Walk is still under consideration.

Director Perry distributed a survey for members to rank the importance of projects in the DDA plan passed in 2014.

Motion by Barnes, supported by Blastic, to adjourn the meeting at 4:32 P.M.
All in favor. Adopted

Respectfully submitted,



Kory Blastic, Secretary



Date: May 19, 2016

REPORT OF FUNDS IN DDA AS OF: May 12, 2016

PRINCIPAL & INTEREST ACCOUNT

PREVIOUS BALANCE:	<u>4/15/2016</u>	AMOUNTS
INTEREST EARNED:		\$ 160,517.63
		<u>\$ 6.24</u>
NEW BALANCE:	<u>5/12/2016</u>	<u>\$ 160,523.87</u>

REGULAR ACCOUNT

PREVIOUS BALANCE:	<u>4/15/2016</u>	\$ 14,518.60
INTEREST EARNED:		\$ 1.13
DEPOSITS:		
Block Party Booth		\$ 640.00
Block Party Banner		\$ 480.00
Michigan Trails Ad		\$ 595.00
Block Party BBQ Entry Fee		\$ 350.00
Block Party Food Vendor		\$ 160.00

CHECKS WRITTEN:

Ck No.	Payee:	AMOUNTS
1547	ADAMS OUTDOOR ADVERTISING - Billboard	\$ 700.00
1548	AMERICAN FENCE ERECTORS, INC. - Scout Park Fence	\$ 495.00
1549	RICKY NALETT - Block Party Band (Life Support)	\$ 600.00
1550	PATRICIA PERRY - Lettering for Block Party Banner, 9 T-Shirts, Billboard Set up and Down Payment, Insurance Block Party, Conference (Building Michigan Communities), Block Party Supplies	\$ 1,159.91
1551	WANDA URIE - BBQ Rib Burn 1st Place Prize	\$ 500.00
1552	WANDA URIE - BBQ Rib Burn 2nd Place Prize	\$ 250.00
1553	WANDA URIE - BBQ Rib Burn 3rd Place Prize	\$ 150.00
1554	WANDA URIE - Portland's Got Talent Adult 1st Place	\$ 75.00
1555	WANDA URIE - Portland's Got Talent Adult 2nd Place	\$ 50.00
1556	WANDA URIE - Portland's Got Talent Youth 1st Place	\$ 75.00

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

557	WANDA URIE - Portland's Got Talent Youth 2nd Place	\$	50.00
1558	WANDA URIE - Block Party Start-Up Cash	\$	500.00
1559	IONIA COUNTY SHERIFF'S POSSE - Block Party Security	\$	150.00
1560	RANDY LOCKWOOD - Block Party Band (Shank)	\$	800.00
1561	ALLIANCE BEVERAGE - Block Party Beverages	\$	1,000.00
1562	HOMETOWN SPORTS, INC. - Block Party T-Shirts	\$	346.00
1564	CITY OF PORTLAND - Postage, On the Street, Constant Contact, and Phone Charges	\$	<u>117.60</u>
	TOTAL CHECKS	\$	(7,018.51)
	TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 4/25/16 - 4/11/16	\$	<u>(4,702.75)</u>
	TOTAL EXPENSES:	\$	<u>(11,721.26)</u>
	NEW BALANCE:		
	<u>5/12/2016</u>	\$	<u><u>5,023.47</u></u>

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

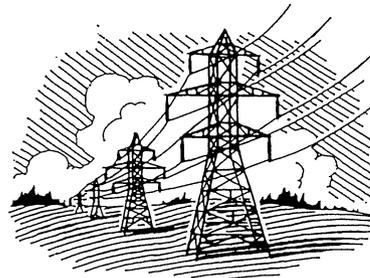
May 1, 2016
April 1-30, 2016

HYDRO GENERATION	190,134		
DIESEL PRODUCTION	0		
Kwh Purchased	2,615,389	Amount Paid	\$ 167,101.27
Total Kwh Purchased	2,615,389	Total Dollars Paid	\$ 167,101.27

Kwh Billed		Dollars Billed	
Residential	1,108,508	PCA Billed	\$ 3,778.48
Commercial	607,921	Residential	\$ 119,823.95
Large General	836,380	Residential EO Charge	\$ 2,037.29
City St. Lites Metered	26,762	Geothermal Discount	\$ -
St. Lites Unmetered		Commercial	\$ 65,482.10
Rental Lights		Commercial/LG EO Charge	\$ 2,428.96
Demand	2,301	Large General	\$ 57,187.08
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 2,251.96
		St. Lights Unmetered	\$ 1,543.05
		Rental Lights	\$ 253.24
		Demand	\$ 13,529.46
		Tax	\$ 9,752.60
Total Kwh Billed	2,581,872	Total Dollars Billed	\$ 278,086.57
Arrears after billing	\$ 11,930.44	Power Cost Adj.	.00148
Penalties Added	\$ 1,731.47		
Arrears end of month	\$ 31,285.29		
Fuel Cost Billed	\$ 3,169.64		
Amount Collected	\$ 181,513.51		
Total Adjustments	\$ 1,217.31		

Residential Customers	2,191
Commercial Customers	316
Large General	16
Total Customers	2,523

05/03/16



CITY OF PORTLAND

May-16

WATER DEPARTMENT REPORT

MONTH	Apr-16	PERIOD COVERED	April 1-30, 2016
Customers Billed		Penalties Added	\$ 360.93
City	1,823	Dollars Collected	\$ 43,896.84
Rural	24	Arrears at end of Month	\$ 6,831.33
Total Customers	1,847	Adjustments	\$ 236.36
		Gallons Pumped	9,383,900
		Hydrant Flusing/Rental (unmetered)	1,000,000 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	7,638,974		\$ 42,664.26
Rural	150,347		\$ 1,522.32
Total	<u>7,789,321</u>		<u>\$ 44,186.58</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,783	Dollars Billed	\$ 68,138.17
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 68,138.17

Penalties Added	\$ 581.14
Dollars Collected	\$ 67,131.77
Arrears at end of Month	\$ 11,015.79
Adjustments	\$ 316.50
Gallons Treated per Million	11.30



City Of Portland
Water Department
Monthly Water Report
May 2016

Monthly Water Production

Well #4	2,646,000 Gallons
Well #5	8,000 Gallons
Well #6	7,265,000 Gallons
Well #7	15,000 Gallons

Daily Water Production

Well #4	85,355 Gallons
Well #5	258 Gallons
Well #6	234,355 Gallons
Well #7	484 Gallons

Daily Average Water Production for All Wells 320,452 Gallons

Total Water Production for the Month 9,934,000 Gallons

Total Water Production for the Previous Month 9,383,900 Gallons

Total Production increased by 551,000 Gallons

Total Production for This Month from the Previous Year 10,037,000 Gallons

Total Production decreased by 103,000 Gallons

Rodney D. Smith Jr.
Water Technician

May 23, 2016



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.

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

Residential Customers

- The majority of our bundled residential customers will experience a monthly increase of:
 - Two-Product Cable Bundle: \$5.00 - \$10.00
 - Three-Product Cable Bundle: \$6.00 - \$11.00
- Customers with cable services a la carte will receive a monthly increase listed below based on the level of service they subscribe to:
 - Small/Limited Cable: \$4.00
 - Medium/Basic Cable: \$8.00
 - Digital TV Basic Cable: \$8.00
 - Large/Signature Cable: \$9.00
 - Digital TV Signature Cable: \$9.00
 - Senior Medium/Basic Cable: \$7.20
- Customers who subscribe to cable will receive a Broadcast TV Fee monthly increase of \$2.00.

Business Customers

- Customers with cable services will receive a monthly increase listed below based on the level of service they subscribe to:
 - Limited Cable: \$4.00
 - Basic Cable: \$8.00
 - Digital Service: \$1.00
- Customers who subscribe to cable will receive a Broadcast TV Fee monthly increase of \$2.00.

Saranac Housing Development Customers

- Saranac Housing Development customers will receive a monthly increase listed below based on the level of service they subscribe to:
 - Medium/Basic Cable: \$10.00
 - Digital TV Basic Cable: \$10.00
- Customers who subscribe to cable will receive a Broadcast TV Fee monthly increase of \$2.00.

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,

A handwritten signature in cursive script that reads "Dominic Silvio".

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

Enclosures

IMPORTANT INFORMATION

About Your WOW! Bill

Dear Valued Customer,

We appreciate the opportunity to serve you. We work hard to ensure you 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 that provide the content you receive as part of your cable channel lineup. The cost for cable and broadcast networks continue to rapidly increase every year.

These new rates are all listed below for your reference. Please note that some services may be listed that are not part of your WOW! subscription, as this message is intended to provide information for all WOW! customers. Your bill next month will reflect only the price adjustments for those services you subscribe to.

CABLE SERVICE	Monthly Price Increase
WOW! Small/Limited Cable	\$4.00
WOW! Medium/Basic Cable	\$8.00
WOW! Digital TV Basic Cable	\$8.00
WOW! Large Cable	\$9.00
WOW! Digital TV Signature Cable	\$9.00
WOW! Broadcast TV Fee	\$2.00

We will continue to negotiate on your behalf for reasonable cable and broadcast network rates, and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

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, you can 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

Pricing for WOW! Services excludes taxes, fees (such as applicable franchise, PEG and right-of-way access fees, the Subscriber Line Charge and Network Line Fee), the Broadcast TV Fee, Sports Surcharge, government program related fees (such as applicable 911 fees, and USF and TRS charges), additional equipment, installation and service call charges, and usage-based charges.
© 2016 WideOpenWest Finance, LLC.

IMPORTANT INFORMATION

About Your WOW! Bill

Dear Valued Customer,

We appreciate the opportunity to serve you. We work hard to ensure you 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 that provide the content you receive as part of your cable channel lineup. The cost for cable and broadcast networks continue to rapidly increase every year.

As a result, the price for your bundled WOW! services including cable will increase. Additionally, the Broadcast TV Fee will also increase. These new rates are listed below for your reference. Please note that some services may be listed that are not part of your WOW! subscription, as this message is intended to provide information for all WOW! customers. Your bill next month will reflect only the price adjustments for those services you subscribe to.

CABLE SERVICE	Monthly Price Increase
WOW! Small/Limited Cable	\$5.00
WOW! Medium/Basic Cable	\$9.00
WOW! Digital TV Basic Cable	\$9.00
WOW! Large Cable	\$10.00
WOW! Digital TV Signature Cable	\$10.00
WOW! Broadcast TV Fee	\$2.00

We will continue to negotiate on your behalf for reasonable cable and broadcast network rates, and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

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, you can 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

IMPORTANT INFORMATION

About Your WOW! Bill

Dear Valued Customer,

We appreciate the opportunity to serve you. We work hard to ensure you 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 that provide the content you receive as part of your cable channel lineup. The cost for cable and broadcast networks continue to rapidly increase every year.

As a result, the price for your bundled WOW! services including cable will increase. Additionally, the Broadcast TV Fee will also increase. These new rates are listed below for your reference. Please note that some services may be listed that are not part of your WOW! subscription, as this message is intended to provide information for all WOW! customers. Your bill next month will reflect only the price adjustments for those services you subscribe to.

CABLE SERVICE	Monthly Price Increase
WOW! Small/Limited Cable	\$6.00
WOW! Medium/Basic Cable	\$10.00
WOW! Digital TV Basic Cable	\$10.00
WOW! Large Cable	\$11.00
WOW! Digital TV Signature Cable	\$11.00
WOW! Broadcast TV Fee	\$2.00

We will continue to negotiate on your behalf for reasonable cable and broadcast network rates, and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

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, you can 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



IMPORTANT INFORMATION ABOUT YOUR WOW! BILL

Dear Valued Business Customer,

We appreciate the opportunity to serve you. We work hard to ensure you 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 that provide the content you receive as part of your cable channel lineup. The cost for cable and broadcast networks continue to rapidly increase every year.

The new rates are all listed below for your reference. Please note that some services may be listed that are not part of your WOW! Business subscription, as this message is intended to provide information for all WOW! Business customers. Your bill next month will reflect only the price adjustments for those services you subscribe to.

CABLE SERVICE	Monthly Price Increase
WOW! Limited Cable	\$4.00
WOW! Basic Cable	\$8.00
WOW! Digital Service	\$1.00
WOW! Broadcast TV Fee	\$2.00

We will continue to negotiate on your behalf for reasonable cable and broadcast network rates and do our best to minimize our price adjustments despite these cost increases. For more information on the cost of cable programming, please visit www.wowway.com/aboutprogramming.

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, you can call us toll-free at 1-877-437-5624. Thank you for choosing WOW!

Sincerely,



Mike Harry

Husband, Father, Sports Fan

Senior Vice President, WOW! Business
WOW! Internet, Cable and Phone

IONIA COUNTY BOARD OF COMMISSIONERS

**May 24, 2016 - 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 April 2016 - \$1,184,478.81
 - D. Approve payment of Health Fund bills - \$84,024.76
 - E.
- VIII. Unfinished Business**
 - A. Appointments
 - 1. Commission on Aging Board – Application to fill one of two vacancies
 - 2. Community Mental Health Services Board- Application to fill vacancy
 - 3. Midwest Michigan Trail Authority – Three three-year appointments.
- IX. New Business**
 - A. Replacement of Condenser and Air Handler Unit at District Court
 - B. Recommendation of Construction Manager
 - C. Building Project Financing Discussion
 - D. Community Corrections - American Interlock LTD Agreement
 - E. Community Corrections Plan & Application FY17
 - F. Community Corrections Cognitive Behavior Class Facilitation Contract
 - G. Community Corrections SmartStart Ignition Interlock Contract
 - H. Register of Deeds Budget Amendment – Remonumentation Fund
 - I. Commission on Aging – FY 2015 AAAWM Nutrition Contract Amendment
 - J. Adoption of 2017 Budget Calendar
 - K.

- 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 – Two three-year terms, both expiring September 2017 .
- Community Mental Health Services Board – One three-year term, expiring March 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.
- West Michigan Regional Planning Commission – One one-year term, expiring December 2016.

Appointments for consideration in the month of June 2016: None

Appointments for consideration in the month of July 2016: None

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18077**

- Consumers Energy Company is requests Michigan Public Service Commission approval to reconcile its natural gas revenue pursuant to the Revenue Decoupling Mechanism (RDM) for the period January 1, 2016 through January 13, 2016.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: **Thursday, June 2, 2016, at 10:30 a.m.**

This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Dennis W. Mack**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) April 14, 2016 application, which seeks Commission approval to reconcile revenue pursuant to the natural gas utility RDM for the period January 1, 2016 through January 13, 2016. Consumers Energy also seeks Commission approval to: 1) apply a one-month per customer surcharge or credit, as described in its filing; 2) collect or refund the RDM revenues by rate schedule, based on the projected number customers for the September 2016 billing month; and 3) apply the proposed remaining residual balance reconciliation methodology to any remaining residual balances that continue to exist after the implementation of the proposed surcharges or credits.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 26, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-17678-R**

- Consumers Energy Company requests Michigan Public Service Commission approval to reconcile its power supply cost recovery costs and revenues for the calendar year 2015.

- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201-2276, (800) 477-5050 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

DATE/TIME: **Monday, June 6, 2016, at 9:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Sharon L. Feldman**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. ~~The hearing site is accessible, including handicapped parking.~~ Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) March 31, 2016 application to reconcile its power supply cost recovery costs and revenues for the 12-month period January 1, 2015 through December 31, 2015. Consumers Energy has calculated that it has a total over-recovery for the 2015 PSCR period of approximately \$9.92 million, which is subject to the roll-in treatment as previously authorized by the Commission. This amount is consistent with the Consumers Energy's supplemental direct testimony filing which was required by the Commission.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 30, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

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