



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

7:00 P.M. Monday, July 18, 2016  
City Council Chambers  
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u> (5-minute time limit per speaker)</b>	
7:05 PM	<b>V. <u>City Manager Report</u></b>	
	<b>VI. <u>Presentations</u> – None</b>	
	<b>VII. <u>Public Hearing(s)</u> - None</b>	
	<b>VIII. <u>Old Business</u> - None</b>	
	<b>IX. <u>New Business</u></b>	
7:15 PM	<b>A. Proposed Resolution 16-57 Approving a Donation Agreement Between Archer Daniels Midland (ADM) and the City of Portland</b>	Decision
7:18 PM	<b>B. Proposed Resolution 16-58 Approving an Environmental Site Assessment Proposal from Fleis &amp; VandenBrink Engineering</b>	Decision
7:21 PM	<b>C. Proposed Resolution 16-59 Approving the Board of Light and Power’s Recommendation to Terminate the Lease of the Arts Council Building Located at the Dam and Demolish the Building</b>	Decision
7:25 PM	<b>D. Proposed Resolution 16-60 Approving, Authorizing, and Directing The City Manager to Sign a Biosolids Management Services Agreement with Synagro Central, LLC</b>	Decision
7:27 PM	<b>E. Proposed Resolution 16-61 a Resolution of Intent to Sell Surplus Real Property Owned by the City</b>	Decision
7:30 PM	<b>F. Proposed Resolution 16-62 Confirming the Mayor’s Appointments To City Boards and Commissions</b>	Decision
	<b>X. <u>Consent Agenda</u>–</b>	
	<b>A. Minutes &amp; Synopsis from the Regular City Council Meeting held on July 5, 2016</b>	
	<b>B. Payment of Invoices in the Amount of \$82,688.55 and Payroll in the Amount of \$104,685.10 for a Total of \$187,373.65</b>	
	<b>C. Purchase Orders over \$5,000</b>	
	1. Resco in the Amount of \$7,650.00 for Kerite Wire	
	2. Fleis & VandenBrink in the Amount of \$13,976.95 for Engineering Services on the Kent Street Improvement Project	

**Estimated  
Time**

**Desired  
Outcome**

3. Utility Service Co. in the Amount of \$19,888.02 Quarterly Service on the Water Tower Tanks

**XI. Communications**–

- A. Police Department Report for June 2016
- B. Wastewater Treatment Plant Report for June 2016
- C. Water Department Report for June 2016
- D. Ionia County Board of Commissioners Agenda for July 12, 2016
- E. Ionia County Board of Commissioners Agenda for July 19, 2016
- F. MPSC Notice of Hearing for Consumers Energy

7:32 PM

**XII. Other Business** - None

7:35 PM

**XIII. City Manager Comments** - None

7:40 PM

**XIV. Council Comments**

7:45 PM

**XV. Adjournment**

Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-57**

**A RESOLUTION APPROVING A DONATION AGREEMENT BETWEEN  
ARCHER DANIELS MIDLAND (ADM) AND THE CITY OF PORTLAND**

**WHEREAS**, in 2014 Archer Daniels Midland (ADM) demolished the silos that were situated on the west side of their property, located at 401 East Grand River Avenue and now proposes to donate this land (a map of this property is attached as Exhibit A) to the City of Portland; and

**WHEREAS**, City staff has determined that it would be advantageous to the City to accept the property for potential development within the DDA; and

**WHEREAS**, the City Manager and Legal Counsel have reviewed the Donation Agreement, attached as Exhibit B, and recommend that City Council approve the agreement and directs City Manager to sign same.

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

1. The Portland City Council approves the Donation Agreement between ADM and the City of Portland (attached as Exhibit B) 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:** July 18, 2016

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

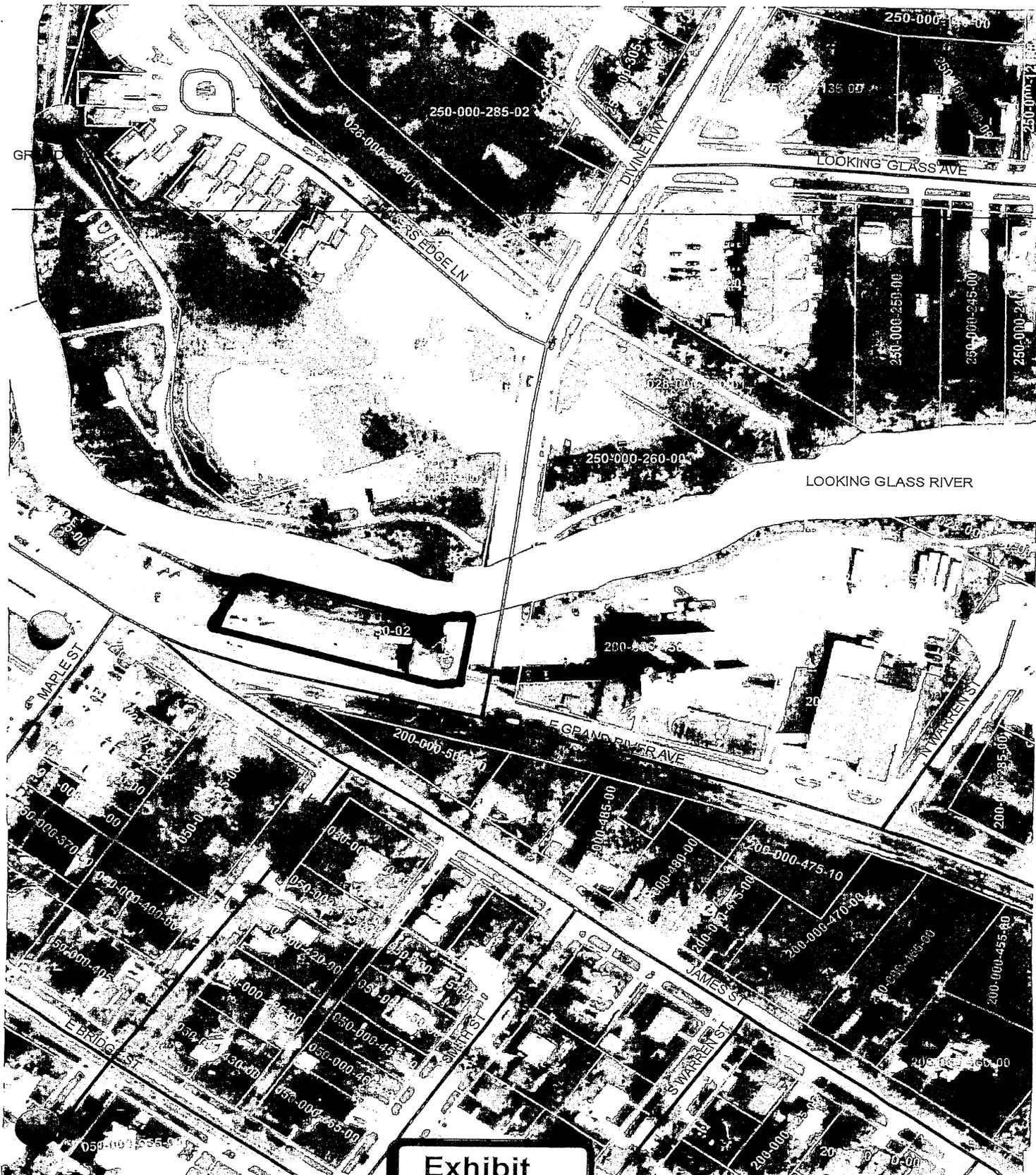


Exhibit  
A

## DONATION AGREEMENT

THIS DONATION AGREEMENT (this "**Agreement**") is made as of the 18<sup>th</sup> day of July, 2016 (the "Effective Date"), by and between the City of Portland, a Michigan municipal corporation ("**Donee**"), and Archer-Daniels-Midland Company, a Delaware corporation ("**Donor**").

### WITNESSETH:

WHEREAS, Donor desires to donate to Donee that certain real estate situated in Portland, Michigan, as further identified by the cross hatched section of the graphic in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"), on the terms and conditions set forth herein; and

WHEREAS, Donee has agreed to accept the conveyance of the Property, as described below:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. In accordance with and subject to the terms and conditions of this Agreement, on the date of Closing (as hereinafter defined in Section 4), Donor agrees to donate to Donee, and Donee agrees to accept the conveyance from Donor of the Property. Donee acknowledges that the Property is part of a larger parcel of property. Donor shall, at its expense, have a survey of the Property conducted in order to obtain an exact legal description of the Property and to divide the Property from the larger parcel. The legal description from the survey shall govern this transaction. Donor, at its expense, shall have the survey recorded with Ionia County, Michigan. Donee shall provide reasonable assistance to Donor in getting the survey recorded and the Property split from the larger parcel.

2. Donor shall not be obligated to pay any costs or expenses whatsoever incurred by Donee or Donee's agents in connection with this donation, including, but not limited to, title insurance, survey fees, transfer taxes, and recording costs. Donor shall be obligated to pay any real estate taxes due and payable through Closing. Except as otherwise expressly provided in this Agreement, Donee and Donor shall pay their own respective costs and expenses incidental to this agreement.

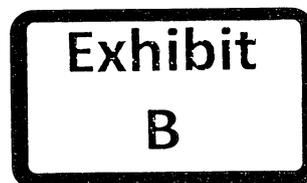
3. Donor shall transfer possession of the Property to Donee on the date of Closing.

4. The closing ("**Closing**") of the transaction contemplated herein shall be on or before the date five (5) business days after the end of the Inspection Period. The Closing shall take place at a location mutually agreed upon by Donee and Donor.

5. (a) Commencing on the Effective Date and continuing until 5:00 p.m. Eastern time on the sixtieth (60<sup>th</sup>) day after the Effective Date (the "**Inspection Period**"), Donee shall have the right during business hours (with reasonable advance notice to Donor) at Donee's sole cost risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Donee shall deem necessary or appropriate; provided, however, that in no event shall Donee conduct any physical testing, drilling, or, sampling on or through the surface of the Property including, without limitation, any invasive testing (collectively, "**Physical Testing**"), without Donor's prior written consent, which consent may not be unreasonably withheld. Donee may request Donor's written consent for an extension of the Inspection Period, which consent may not be unreasonably withheld if related to necessary delays in Donee's receipt of Physical Testing reports, tests or studies relating to the Property.

(b) If Donee desires to conduct any Physical Testing of the Property, then Donee shall submit to Donor, for Donor's approval (which approval may not be unreasonably withheld), a written description of the scope and extent of the proposed Physical Testing. In no event shall Donor be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property, including without limitation any environmental remediation recommended by any Physical Testing.

(c) Prior to Donee or its agents entering the Property for any purpose, Donee directly or by any through its agents, shall obtain and evidence to Donor commercially reasonable insurance coverage including general liability insurance and professional errors and omissions liability insurance.



(d) Donee, its agents and contractors shall: (i) not damage any part of the Property; (ii) not injure or otherwise cause bodily harm to Donor, its agents, contractors or employees; (iii) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (iv) not permit any liens to attach to the Property by reason of the exercise of its rights under this Agreement or otherwise; (v) restore the surface of the Property to the condition in which the same was found before any such inspection or tests were undertaken; and (vi) not reveal or disclose any information obtained during the Inspection Period concerning the Property to anyone outside Donee's organization except as expressly and affirmatively required by law.

(e) Donee shall, at its sole expense, comply with all applicable law in conducting its inspection of the Property.

(f) Donee shall hold the Donor harmless from and against any and all claims, demands losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees and costs) that may arise out of or are in any way connected with Donee's entry into the Property.

(g) The provisions of Paragraph 5 shall survive Closing or the termination of this Agreement.

(h) Donee hereby acknowledges that it has been provided, prior to the expiration of the Inspection Period, a complete and adequate opportunity to make such legal, factual and other determinations, analyses, inquiries and investigations as Donee deems necessary or appropriate in connection with the acquisition of the Property including "all appropriate inquiry" as provided for pursuant to law. Donee is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Donor or of any representative of Donor with respect to accepting donation of the Property.

(i) If Donee is not satisfied with its inspections and tests of the Property solely relating to the geotechnical or environmental conditions of the Property, Donee shall have the right to terminate this Agreement by written notice delivered to Donor at any time prior to the expiration of the Inspection Period, in which event this Agreement shall terminate.

(j) As additional consideration for the transaction contemplated in this Agreement, Donee agrees that it will provide to Donor, within five (5) days after written request, copies of any and all final reports, tests or studies relating to the Property, including but not limited to those involving environmental matters, and produced by or for Donee.

6. (a) On the date of Closing, Donor shall execute and deliver to Donee a warranty deed, transferring and conveying to Donee all of Donor's right, title and interest in the Property, subject to the lien of general real estate taxes which are not yet due and payable, and easements, restrictions, conditions, reservations, encroachments and other matters of fact or record which do not interfere with the existing use of the Property and except any liens or encumbrances which may be removed by the payment of money (which Donor shall remove at its cost on or before the date of Closing), which deed shall be in a recordable form satisfactory to Donor and Donee.

(b) On the date of Closing, Donee and Donor shall execute and deliver to one another any other documents reasonably requested by either Donor or Donee to carry out the transaction contemplated by this Agreement including, but not limited to, commercially reasonable documentation necessary for Donee to obtain title insurance for the Property.

(c) Donor agrees that it shall remain liable for the payment of all real property taxes relating to Donor's ownership of the Property up to and including the date of Closing when such taxes become due and payable. The real property taxes due in relation to the Property for the year in which the Closing occurs includes taxes due for the period after the date of Closing, for which Donor shall pay to Donee, Donor's prorated share of such taxes through the day of Closing.

(d) Donor agrees to maintain the Property between the Effective Date and the Closing Date in a commercially reasonable manner consistent with both its past practice and the commercially reasonable practices of other owners of similar properties.

7. Donor represents and warrants that Donor is a for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and Donor is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

8. Donee represents and warrants that: (a) Donee is a municipal corporation of the State of Michigan; (b) Donee, acting through its duly empowered and authorized officials, has all necessary power and authority to own and use its properties and has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments

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required of Donee herein, and to perform its obligations hereunder (c) Donee shall make "all appropriate inquiry" as described in Paragraph 5 above, and to the extent appropriate, determine if the Property should be evaluated and subject to regulatory closure under the State of Michigan's Baseline Environmental Assessment program; and (d) Donee is duly authorized to execute and deliver, acting through its duly empowered and authorized officers, and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

9. Each of Donor and Donee represents and warrants to the other that it has not dealt with any broker, finder or other person in connection with the donation or negotiation of the donation of the Property in any manner that might give rise to any claim for a commission.

10. The obligations of Donor to consummate the transaction provided for in this Agreement shall be subject to the performance by Donee of all of Donee's covenants, obligations and agreements under this Agreement.

11. "AS-IS" DONATION. EXCEPT AS OTHERWISE PROVIDED HEREIN, DONEE AGREES THAT PRIOR TO CLOSING DONEE WILL HAVE BEEN AFFORDED THE OPPORTUNITY TO FULLY AND COMPLETELY EXAMINE, INSPECT, TEST, INVESTIGATE AND PERFORM "ALL APPROPRIATE INQUIRY" OF THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT DONEE IS ACQUIRING THE PROPERTY "AS IS" AND "WHERE IS", WITH ANY AND ALL FAULTS AND THAT DONOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY OR IMPROVEMENTS THEREON, OR ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY OR THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE), WHICH MIGHT BE PERTINENT IN CONSIDERING THE TRANSFER OF THE PROPERTY, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, DONEE DOES HEREBY ACKNOWLEDGE THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE. DONOR SHALL NOT BE LIABLE FOR ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, PROMISES, STATEMENTS OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY BROKER, OR ANY REAL ESTATE AGENT, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT DONOR.

Donee agrees that:

(a) After the Closing, Donee shall be solely responsible and liable for the Property and compliance with all environmental laws at the Property regardless of when arising.

(b) Donee, to the extent allowed for by law, shall protect, indemnify, defend and hold Donor harmless from and against any and all claims, liabilities, losses, damages, judgments, suits, expenses and costs arising out of or attributable to the Property and any and all environmental conditions, whether known or unknown, associated with the Property.

(c) Donee, for itself and its successors and assigns, expressly waives any and all rights against Donor pertaining to any environmental liability or pursuant to any environmental law.

13. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. Donee may not assign its rights and interests hereunder.

14. This Agreement shall be construed and interpreted according to the laws of the State of Michigan. Time is of the essence with respect to each and every provision of this Agreement.

15. This Agreement, together with all the Exhibits, if any, attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

16. All provisions of this Agreement shall be construed in a manner consistent with Donor claiming a charitable contribution, for tax purposes, with respect to the conveyance of the Property to Donee. Donee agrees, upon request of Donor, to execute and deliver such further documents, instruments and the like as Donor may from time to time reasonably require to further the intent and purpose of this Agreement. These provisions shall survive the Closing of the transactions described in this Agreement.

**PORTLAND CITY COUNCIL**

Ionia County, Michigan

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

**RESOLUTION NO. 16-58**

**A RESOLUTION APPROVING AN ENVIRONMENTAL SITE ASSESSMENT PROPOSAL FROM FLEIS AND VANDENBRINK ENGINEERING**

**WHEREAS**, in 2014 Archer Daniels Midland (ADM) demolished the silos that were situated on the west side of their property, located at 401 East Grand River Avenue and now proposes to donate this land (a map of this property is attached as Exhibit A) to the City of Portland; and

**WHEREAS**, City staff has consulted with City Engineers and determined that prior to further consideration of accepting this property, an environmental study must be conducted to accurately assess the property; and

**WHEREAS**, Fleis and VandenBrink has proposed to perform a new or updated Phase I Environmental Site Assessment (ESA) and a Phase II ESA on this property for the sum of \$9,500.00, a copy of this proposal is attached as Exhibit B.

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

1. The Portland City Council approves the proposal from Fleis and VandenBrink Engineering (attached as Exhibit B) to perform a new or updated Phase I ESA and a Phase II ESA on this property for the sum of \$9,500.00.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** July 18, 2016

**Monique I. Miller, City Clerk**



Exhibit  
A



June 8, 2016

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

**RE: Proposal for Environmental Due Diligence Services  
ADM Property, City of Portland, Ionia County, Michigan**

Dear Tutt:

Fleis & Vandenberg Engineering, Inc. (F&V) appreciates the opportunity to submit a proposal to provide you with environmental due diligence services to for the referenced location (Property). The following outlines our understanding of the project, Scope of Services and budget.

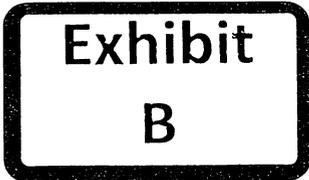
#### **STATEMENT OF UNDERSTANDING**

F&V conducted a Phase I Environmental Site Assessment (ESA) of the referenced Property in October 2014. An ASTM Standard Phase I ESA report has a shelf life of 6-months and it will need to be updated to current site conditions. Findings reported in the 2014 Phase I ESA Report included the following Recognized Environmental Conditions (RECs):

1. Historical crude oil tank and gravity feed line into the grain mill.
2. Historical coal storage on site.
3. Reported historical USTs on SE corner of Maple and East Grand River (former filling station and auto storage).
4. Reported properties with Baseline Environmental Assessments (BEA) that have potential to impact site.
5. Reported properties with historical auto stations that have potential to impact site.

Given the RECs identified in 2014, we understand that you are requesting F&V complete a Phase II assessment to investigate for the presence of contamination at the Property. The intent of the work is to determine what hazardous substance concentrations, if any, in collected samples exceed Michigan Department of Environmental Quality (MDEQ) Part 201 Generic Residential Cleanup Criteria (GRCC). If hazardous substances are present at concentrations above Part 201 GRCC, the Property would be classified as a Facility, or a site of contamination, as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act (NREPA), PA 451, 1994 as amended.

We are not anticipating any significant changes at the Property since 2014, however, if there are additional RECs identified in the 2016 Phase I ESA Update the scope of the proposed Phase II ESA may need to be modified.



2960 Lucerne Drive SE, Suite 100  
Grand Rapids, MI 49546  
P: 616.977.1000  
F: 616.977.1005  
[www.fveng.com](http://www.fveng.com)

## Schedule

We will initiate work upon your authorization to proceed. We estimate that it will take approximately 2 to 4 weeks to schedule the drilling and conduct the Phase II ESA field work. The laboratory will report the findings of their analyses within 10 work days from sample receipt. An electronic copy of the Phase II ESA report will be provided within one week of receiving the laboratory results.

## Fee

F&V proposes to complete the above services for a total estimated fee of \$9,500 as summarized below. Professional fees will be invoiced as a lump sum for the defined work. Actual contractor charges and reimbursable expenses (GeoProbe, sampling equipment, supplies, mileage and laboratory analysis) will be invoiced per the terms of our existing agreement.

\$1,100	Phase I ESA Update Professional Fees (lump sum)
\$3,550	Phase II ESA Professional Fees, including fieldwork and reporting (lump sum)
\$2,200	Geoprobe (subcontracted)
\$2,650	Laboratory Fees, Sampling Supplies and Reimbursable Expenses

The following assumptions have been made in deriving the above Phase II ESA fees:

- Two week turn-around time for receipt of laboratory sample analyses
- One field day for the Geoprobe subsurface investigation

If the property is found to meet the MDEQ criteria of a contaminated site, the City should budget \$2,500 to complete a Baseline Environmental Assessment and a Due Care Plan.

During the completion of an assessment, unknown conditions may occasionally arise that require additional effort over and above the defined scope of services. F&V will notify you if a change in the scope of services is required to complete the project. Additional services will not be performed without prior client approval of any amended scope and fee.

F&V's professional services and subcontractor fees would be invoiced monthly. Work would be completed under the terms and conditions of our existing Professional Services Agreement. We can begin upon your authorizing the work by signing the last page of this letter and returning it to F&V (attention Ms. Lori Erskin) at [lerskin@fveng.com](mailto:lerskin@fveng.com) or via fax 616.977.1005. This proposal is valid for 90 days.

Once again, thank you for this opportunity, and we look forward to working with you on this project. If you need any other information regarding this proposal or any F&V services, please contact me at 800.494.5202 or [brice@fveng.com](mailto:brice@fveng.com).

Sincerely,

FLEIS & VANDENBRINK

  
Brian L. Rice, P.E.  
Manager, Environmental Services Group

cc: K. Beck, F&V

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-59**

**A RESOLUTION APPROVING THE BOARD OF LIGHT AND POWER'S  
RECOMMENDATION TO TERMINATE THE LEASE OF ARTS COUNCIL  
BUILDING LOCATED AT THE DAM AND DEMOLISH THE BUILDING**

**WHEREAS**, the Portland Community Arts Council and the City of Portland entered into a lease agreement in 2004 to allow the Arts Council to utilize the two buildings situated on the municipal dam property, a copy of the lease agreement is attached as Exhibit A; and

**WHEREAS**, the Arts Council performed substantial improvement and repairs to one of the two buildings, however, the other building closest to the road has fallen into disrepair; and

**WHEREAS**, at its regularly scheduled meeting on June 21, 2016, the Board of Light and Power recommended that City Council approve the termination of the lease on hydro-house #1 and add demolition work to Cook Brothers existing work for the amount of \$7,270.00, a copy of a memorandum from the Electric Superintendent is attached as Exhibit B.

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

1. The City Council approves the Board of Light and Power's recommendation to approve the termination of the lease on hydro-house #1 and add demolition work to Cook Brothers existing work for the amount of \$7,270.00, a copy of a memorandum from the Electric Superintendent 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:** July 18, 2016

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

## LEASE AGREEMENT

THIS AGREEMENT made this 16th day of Sept, 2004 by and between the CITY OF PORTLAND, a municipal corporation of Ionia County, Michigan, hereinafter referred to as "LANDLORD", and PORTLAND COMMUNITY ARTS COUNCIL, a Michigan not-for profit corporation, hereinafter referred to as "TENANT".

The parties enter into this Agreement as a cooperative effort to improve Portland's artistic, cultural, and economic opportunities through the arts. With that intent, the parties agree as follows:

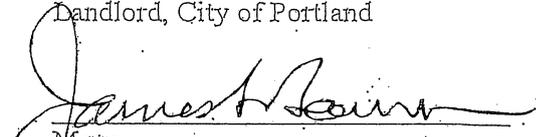
1. **Description of Leased Premises:** The leased premises include two houses and adjacent lawn and parking area at the property commonly known as the Portland Hydroelectric Facility on Lyons Road.
2. **Term of Agreement:** After the Tenant provides to Landlord the proof of the insurance required below, and this agreement is signed by all parties, then this lease shall run for a term of five years.
3. **Renewal:** This lease shall be automatically renewed for a further five years at the end of the first five years, and each five years thereafter unless terminated as provided below.
4. **Early Termination:** Notwithstanding anything in Paragraph 2 or Paragraph 3, either party may terminate this Agreement with 60 days written notice for good cause shown, including, but not limited to a threat to the safety, health, or security of the public. If Tenant feels aggrieved by Landlord's exercise of this early termination provision, Tenant shall have the right to appear in front of the City Council at a regular meeting to present their position.
5. **Lease Rate:** Tenant will pay Landlord the sum of one dollar (\$1.00) per year for the full term of this agreement.
6. **Maintenance:** Landlord will cut the grass as needed. Tenant will rake the leaves as needed. Landlord will maintain and snowplow the driveways to and from the premises and around the premises. Tenant is responsible for keeping the steps and walkways within the leased premises clear of snow and ice.
7. **Insurance:** Throughout the term of the lease, Tenant must maintain, and provide proof to the Landlord of, Commercial General Liability Insurance covering the entire premises it occupies, naming the Landlord as additional insured, for an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Coverage must be in a form and from a company of which the Landlord approves.

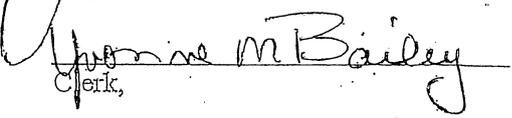
**Exhibit**  
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8. **Indemnification:** Tenant will indemnify and hold Landlord harmless against loss or threatened loss arising out of property damage or bodily injury on the premises or of this Agreement.
9. **Representations or Warranties:** Landlord makes no representations or warranties as to the condition of the premises, and Tenant takes these premises "as is".
10. **City Council Approval for Improvements:** Should Tenant desire to improve the premises to the extent a building permit is required, Tenant shall first obtain approval from the City Council.
11. **Use of Premises:** Tenant will only use the premises for arts council activities and meetings. Landlord must approve other uses in writing.
12. **Utilities:** Tenant will pay all utility charges, including electricity, telephone, and any cable and Internet services.
13. **Cooperation:** Landlord will cooperate fully with Tenant's efforts to obtain grants and other funding and to obtain building and zoning approvals for the improvement, maintenance, and operation of the premises as an arts center.

Dated: 6-11-04

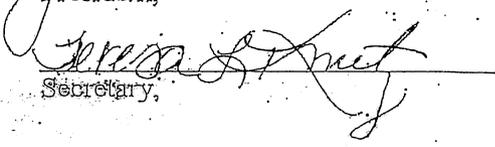
Landlord, City of Portland

  
\_\_\_\_\_  
Mayor,

  
\_\_\_\_\_  
Clerk,

Tenant, Portland Community Arts Council

  
\_\_\_\_\_  
President,

  
\_\_\_\_\_  
Secretary,

Dated: 7/27/04

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-60**

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE CITY  
MANAGER TO SIGN A BIOSOLIDS MANAGEMENT SERVICES AGREEMENT WITH  
SYNAGRO CENTRAL, LLC**

**WHEREAS**, the City previously entered into a biosolids management services agreement for a term of five years with Synagro Central, LLC, on July 1, 2009, with the agreement expiring on July 1, 2014 and entered into 1-year agreements for 2014-15 FY and 2015-16 FY; and

**WHEREAS**, Synagro Central has proposed a 3-year agreement, a copy of which is attached as Exhibit A, that quotes a unit rate of \$0.050 cents per gallon; and

**WHEREAS**, the City Manager and Waste Water Treatment Plant Superintendent Doug Sherman have reviewed the proposed agreement and recommend that the City Council approve the Agreement.

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

1. The City Council approves the proposed biosolids management services agreement from Synagro Central, LLC, a copy of which is attached as Exhibit A, authorizes and directs the City Manager to sign on behalf of the City.
  
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

Dated: July 18, 2016

Monique I. Miller, City Clerk



June 15, 2016

Douglas C. Sherman  
Portland WWTP  
259 Kent ST  
Portland, MI 48875

**Re: Bid for the removal, transportation and land application of Class B Biosolids**

Dear Mr. Sherman,

Synagro Central, LLC is pleased to respond to the City of Portland's Request for Bid for the removal, transportation and land application of Class B Biosolids. We have enclosed for your review our completed bid forms and requested information.

Synagro's philosophy through our years of experience in providing biosolids services to over 600 municipal and industrial customers is building and maintaining strong partnering relationships and providing quality, safe, compliant services at reasonable and competitive prices. We trust that our response to your Request for Bid will evidence our commitment to that philosophy.

What makes Synagro stand out as the leading biosolids firm in the United States is the unrivaled depth of experience and equipment resources available to meet any challenge. Competitors over the years have attempted to provide similar services only to fall short in the execution due to limited financial strength, quantity and quality of equipment and highly trained personnel resources. Synagro is ready now and will be ready in the future to meet the needs of the City of Portland.

Synagro is intimately familiar with the Waste Water Treatment Plant's operations for the City of Portland and believes strongly that we would be the best choice to provide the requested services. **No other proposer can match the overall depth of financial strength, personnel and equipment capabilities of Synagro in Michigan.** In addition to the equipment in Michigan, the company has additional resources throughout its operating area (36 States) that can be mobilized to provide additional service. Synagro can also provide mobile dewatering, hauling and disposal services if needed.

We are additionally aware of the importance of a Company's ability to respond to operational emergencies and natural disasters. Synagro has a demonstrated track record of providing agencies and municipalities with emergency services during operational disruptions and natural disasters assuring uninterrupted services when and if needed.

Synagro's proposed pricing for service as outlined in the Request for Bid :



- Necessary personnel and equipment to process and spread approximately 500,000 gallons of liquid Biosolids three times per year
- The use of a hydraulic pump to remove the Biosolids to tanker trucks
- Transportation to the land application site and sub-surface injected
- Agronomic management of WWTP Biosolids
- The collection of three samples for lab testing for metals and nutrients prior to land application
- Maintain and provide all necessary reports to meet all recordkeeping and reporting requirements under the applicable legal requirements
- Acquiring land application sites (the Portland WWTP currently has an active land application site list).

Price for a one year contract                      \$0.055 per gallon

Price for a three year contract                      \$0.050 per gallon (subject to CPI annually )

Price for Tank / Digester cleaning                      \$550.00 per hour

Please note that a fuel surcharge will apply over \$3.00 per gallon: Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (Midwest)

I have included a sample Materials Management Agreement for the three year term for your review.

We thank the City of Portland for its consideration of Synagro for this important task. We are committed to developing a strong partnering relationship with the City and providing the quality services you expect.

If you have any questions about our submittal or require any additional information, please feel free to contact me at (978) 979-5916 or [adean@synagro.com](mailto:adean@synagro.com). We look forward to hearing from you soon.

Sincerely,

*Anita Dean*

Anita Dean  
Area Sales Manager

AD:jc



# Materials Management Agreement

This Agreement made and entered into as of this \_\_\_ day of June, 2016 by and between Contractor and customer.

<b>C U S T O M E R</b>	Customer Legal Name			
	City of Portland			
	Street Address 259 Kent Street			
	City / Town	County	State MI	Zip Code 48875
<b>C O N T R A C T O R</b>	Synagro Legal Name			
	Synagro Central LLC			
	Street Address 435 Williams Court Suite 100			
	City / Town Baltimore	State MD	Zip Code 21220	
<b>T E R M</b>	Commencement Date July 1 2016		Expiration Date June 30, 2019	
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement may be extended upon the mutual consent of the Parties. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
<b>B I L L I N G</b>	Customer Contact Name City of Portland WWTP		Telephone # 517-647-6926	
	Street Number / P.O. Box 259 Kent Street		Fax #	
	Address		Contact Person Douglas C Sherman	
			E-mail Address wwtp@portland-michgan.org	
	City / State Portland, MI		Zip Code 48875	
<b>S I G N A T U R E S</b>	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Contractor shall provide the necessary supervision, labor and equipment to load liquid, pump able Customer Materials into transport vehicles and to transport the Customer Materials to suitable local farmland in accordance with laws.

Contractor shall haul Customer materials during spring, summer or fall to correlate with available farmland during those times. This is typically between April and December of each year.

Contractor shall provide to the Customer a copy of a load sheet which details the following; date, time loaded, truck number, driver name, gallons loaded on the vehicle, and farm destination. The quantity of material loaded on a vehicle shall be mutually agreed to by Contractor and the Customer, and be used for billing purposes.

Contractor shall provide labor and land application equipment to properly apply the Customer Materials by subsurface injection to local suitable application sites at agronomic rates in accordance with laws.

Contractor shall complete any required federal or state biosolids disposal sheets as required by Customers Residuals Management Plan ("RMP").

Additional ancillary services with respect to materials testing/analysis & confined space tank cleaning/work by the Contractor are included in the proposed work.

Customer Materials.

Customer Materials shall consist of the following:

Customer expects to provide the contractor with approximately 500,000 gallons of high quality, stabilized biosolids suitable for agricultural/ beneficial use under applicable federal, state and local laws & Regulations.

The liquid Biosolids are expected to typically have a dry solids content of 2-10% TS content.

Owner shall abide by and have definition and responsibility as preparer of the biosolids under the requirements of the USEPA 40 CFR part 503.

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:

Contractor shall obtain the Customer Materials from the storage tank by pump provided by the Contractor.

"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:

1. Wastewater treatment plant located in Portland, MI

Contractor right to refuse loads.

If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

**PRICE**

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$0.050	500,000	Gallon	Transport liquid biosolids from Customer Facility to permitted land and land-apply liquid biosolids
\$440.00	1	sample	Standard Metals & Nutrients Sample (three samples per year are included in the per gallon rate.)
\$440.00	1	Set	Fecal Coliform Testing (set of seven replicates)
\$550.00	1	Hour	Confined space work/ Tank Digester Cleaning

**CPI. All Agreement Prices shall be adjusted as follows:**

All Agreement Prices shall be adjusted annually beginning on July 1, 2017 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Midwest Urban with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left( \frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = \_\_\_\_\_.

Base CPI = June 2016

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

## Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration –Midwest) is at, or exceeds, \$3.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – Midwest as published by the U.S. Department of Energy's Energy Information Administration for Midwest and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Base Price = \$3.00 / Gallon

Diesel Price \$/Gallon - Note <sup>1</sup>	Fuel Surcharge Adjustment %
≤ \$3.00 (Base Price)	None
\$3.01 - \$3.099	1.0 %
\$3.10 - \$3.199	2.0 %
\$3.20 - \$3.299	3.0 %

For each \$0.10/gallon increase thereafter add 1.0%

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (Midwest)

## GENERAL TERMS AND CONDITIONS

**Definitions.** As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Contractor Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

3. **Services.** Contractor shall provide Contractor Services to Customer.

4. **Price and Adjustments.**

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming

Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

5. **Ownership of Materials.** Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. **Rejection or Revocation of Acceptance of Materials.**

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. **Change in Conditions Affecting Quality of Materials.**

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. **Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. **Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. **Default Termination.**

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;

- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

#### 11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

#### 14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's

personnel), orders or judgments of any Federal, State or local court administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

21. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

22. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

23. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Delaware.

24. No Third Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

25. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

26. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by

the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

27. **Notice.** Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

435 Williams Court, Suite 100  
 Baltimore, MD 21220  
 Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

28. **Consequential Damages.** In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

29. **Drafting Responsibility.** Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. **Customer Materials.** Customer represents and warrants the following with respect to the quality of Customer Materials:

A. **Biosolids.**

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor.

2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. **Land Application of Biosolids.** If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI

Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. **Disposal of Biosolids into Landfill.** Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. **Industrial Residuals:**

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor.

2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. **Cadmium.** Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.

5. **Disease Vectors.** Customer Materials shall not attract disease vectors that endanger public health.

6. **Disposal of Biosolids Into Landfill.** Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. **Additional Customer Materials (if any):**

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-61**

**A RESOLUTION OF INTENT TO SELL  
SURPLUS REAL PROPERTY OWNED BY THE CITY**

**WHEREAS**, the City has acquired the property listed on the attached Exhibit A from tax reversion; and

**WHEREAS**, Staff has reviewed the parcel listed on the attached Exhibit and determined that it is not essential for the provision of City services and is recommending that it be offered for sale; and

**WHEREAS**, Section 11.3 of the City Charter provide as follows:

**Section 11.3. Limitations on Contractual Power.**

(a) The Council shall only have power to enter into contracts which, by the terms thereof, will be fully executed within a period of thirty (30) years, unless such contracts shall first receive the approval of a majority of the qualified electors voting thereon at a regular or special election. This qualification shall not apply to any contract for service with a public utility or one or more other governmental units, nor to contracts for debt secured by bonds or notes which are permitted to be issued by the City by law.

(b) The City shall not have power to purchase, sell or dispose of any real estate unless:

- (1) In case of sale, there shall be two published notices of intent to sell prior to the adoption of a resolution for sale or disposal;
- (2) Such action is approved by the affirmative vote of at last [least] four members of the Council, and unless;
- (3) In the case of real estate owned by it, the resolution authorizing the sale, lease, or disposal thereof shall be completed in the manner in which it is finally passed and has remained with the Clerk for public inspection for ten days before the final adoption or passage thereof.

(c) Except as provided by ordinance authorized by Section 11.2 of this chapter each contract for construction of public improvements or for the purchase or sale of personal property shall be let after opportunity for competitive bidding. All bids shall be opened in public by the City Manager or his authorized representative at the time designated in the notice of letting and shall be reported by him to the Council at its next meeting. The Council may reject any or all bids, if deemed advisable. If, after ample opportunity for competitive bidding, no bids are received or such bids as were received were not satisfactory to the Council, the Council may either endeavor to obtain new competitive bids or authorize the City Manager or other proper official of the City to negotiate for a contract on the open market.

(d) All contracts shall be in accordance with Sections 5.8 and 4.6(f) of this Charter.<sup>1</sup>; and

---

**WHEREAS**, the City Manager recommends that the City Council approve offering the property on the attached Exhibit A for sale as surplus real estate owned by the City.

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

1. The City Council has determined that the property on the attached Exhibit A is surplus real estate owned by the City that may be offered for sale.
2. The City Council authorizes and directs the City Manager to explore any available sale or development options for the property listed on the attached Exhibit A in order to determine the best option for each property.
3. The City Council authorizes and directs the City Manager to publish a Notice of Intent to sell the surplus property listed on the attached Exhibit A in the manner deemed most appropriate to the City's needs.
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:** July 18, 2016

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

628 CANAL ST

**Description**

Lot Size: 62.5' x 238'

Vacant Lot

.341 Acres

**ESTIMATED VALUE**

\$10,000 - \$15,000

**COMMENT:** Parcel could be split and developed

**LAST TRANSFER:** 4/1977 for \$5,600

**Exhibit**

**A**

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 16-62**

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

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

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

Planning Commission

-John Kmetz to a term expiring June 30, 2019

Tree Management Commission

-Lonny Freed to a term expiring June 30, 2019

-Charlsie Abel to a term expiring June 30, 2019

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

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

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** July 18, 2016

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

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Tuesday, July 5, 2016

In Council Chambers at City Hall

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

Absent: City Manager Gorman

Guests: Kathy Parsons; Noreen Logel of the Friends of the Red Mill

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

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, Noreen Logel, with the Friends of the Red Mill, presented the Portlandopoly game created as a fundraiser for the Red Mill Pavilion Project. She also stated the pavilion's cement floor should be poured soon and the bathrooms are currently under construction.

Mayor Barnes thanked Mrs. Logel for all of her efforts on this project.

Mayor Barnes presented information from the memo provided by City Manager Gorman in lieu of his City Manager Report.

Under Presentations, DDA/Main Street Director Perry presented her report on downtown activities, business news and extended thanks to the Chamber of Commerce for their efforts in organizing the 4<sup>th</sup> of July fireworks and parade. A Business After Hours event will be held Thursday, July 21, 2016 at the Band Shell from 4:30 – 6:30 P.M.

Director Perry and Eric Proctor provided information about Beerfest on the Bridge which will be held Saturday, August 13, 2016.

Mayor Barnes thanked Director Perry and Eric Proctor for their efforts in coordinating this event.

Under New Business, the Council considered Resolution 16-55 for the purchase of a 2016 GMC Sierra 2500HD to carry tools and supplies for service calls as needed to maintain the water distribution system for the City of Portland for an estimate price of \$34,640.30 under the State of Michigan's MiDeal Program.

Motion by Fitzsimmons, supported by Baldyga, to approve Resolution 16-55 approving the purchase of a new water service truck for the Water Department.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 16-56 to confirm the Mayor's appointments to Boards & Commissions.

Mayor Barnes read over the names of those being considered for appointments.

Motion by Baldyga, supported by Johnston, to approve Resolution 16-56 confirming the Mayor's appointments to City Boards and Commissions.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on June 20, 2016, payment of invoices in the amount of \$114,050.21 and payroll in the amount of \$147,769.59 for a total of \$261,819.80. There were no purchase orders over \$5,000.00.

Yeas: VanSlambrouck, Fitzsimmons, Baldyga, Johnston, Barnes

Nays: None

Adopted

Under Council Comments, Council Member Baldyga extended thanks to the Portland Area Fire Authority for their efforts and help with the fireworks display held on July 3, 2016.

Mayor Barnes noted how nice the events held on June 22, 2016 were in commemorating the tornado and its effect on the community. The Goodwill held its ribbon cutting ceremony on June 25, 2016.

On June 30, 2016 the City of Portland hosted representatives from the City of Lowell for Mayor Exchange. He thanked the City staff for their efforts in the successful event and stated his appreciation for everything we have in our community.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 7:22 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

**City of Portland**  
**Synopsis of the Minutes of the July 5, 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 Clerk Miller; DDA/Main Street Director Perry; Eric Proctor

**Absent** – City Manager Gorman

**Public Comment** - Noreen Logel, with the Friends of the Red Mill, presented the Portlandopoly game created as a fundraiser for the Red Mill Pavilion Project.

**Presentation** - DDA/Main Street Director Perry presented her report on downtown activities and business news.

**Approval of Resolution 16-55** approving the purchase of a new water service truck for the Water Department.

All in favor. Adopted

**Approval of Resolution 16-56** confirming the Mayor's appointments to City Boards and Commissions.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:22 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
ABRAHAM & GAFFNEY, P.C.	00002	PRELIMINARY FIELDWORK FOR AUDIT - VARIOUS DEPT	3,500.00
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	1,762.50
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	85.00
BASIC	01983	QUARTERLY HRA FEE - GENERAL	337.50
B&W AUTO SUPPLY, INC.	00030	PARTS & SUPPLIES - VARIOUS DEPTS	313.05
SCOTT CASSEL	00071	UNIFORM ALLOWANCE - ELECTRIC	59.86
CENTURYLINK	01567	PHONE SERVICE - VARIOUS DEPTS	15.92
CHERRY HILL ESTATES	02081	THIRD QUARTER ASSOCIATION FEE - ECON DEV	60.06
CINTAS-725	00083	UNIFORM & RUG CLEANING - VARIOUS DEPTS	930.16
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	421.74
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	21.65
DORNBOS, SIGN & SAFETY, INC.	00067	SIGN FOR MAYOR EXCHANGE - COMM PROMO	58.85
DORNBOS, SIGN & SAFETY, INC.	00067	SNAP LOCK ASSEMBLY, WING BRACKET - MAJ STS	34.35
ELHORN ENGINEERING	00139	LIQUIFIED QUADENE 5-GAL - WATER	476.00
ETNA SUPPLY COMPANY	00146	RESETTER - WATER	482.13
FAMILY FARM & HOME	01972	BAR & CHAIN OIL - CEM, PARKS	64.97
FAMILY FARM & HOME	01972	ANGLE IRON - AMBULANCE	7.99
FAMILY FARM & HOME	01972	SUPPLIES - WATER	18.97
FAMILY FARM & HOME	01972	CLOTHES, APPLICATOR PACK - AMBULANCE	45.95
FLEIS & VANDENBRINK	00153	DATA EVALUATION - ELECTRIC	1,893.90
FLEIS & VANDENBRINK	00153	PASER STUDY UPDATE - LOC STS	713.19
FLEIS & VANDENBRINK	00153	CONSULTING SERVICES - GEN,	1,377.12
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL FOR GENERATORS - ELECTRIC	760.76
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL FOR GENERATORS - ELECTRIC	210.27
FP MAILING SOLUTIONS	01758	MAIL MACHINE RENTAL - GENERAL	359.40
FREDRICKSON SUPPLY LLC	02104	RAKER PLATE WELDMENT, ROD END, GB CYLINDER - M	1,115.42
PHIL GENSTERBLUM	00164	MILEAGE REIMB - CODE, AMBULANCE	212.33
GRANGER CONTAINER SERVICE	00175	STREET SWEEPINGS - LOC STS, MAJ STS	880.00
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - WASTE WTR	152.58

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - POLICE, COMM PROMO, ELECTRIC	152.58
GRANGER CONTAINER SERVICE	00175	RECYCLING - REFUSE	2,049.50
HOMETOWN SPORTS, INC.	01326	CARRY IN BAGS - AMB	24.00
HORROCK'S NURSERY FARMS INC.	01050	ARBOR DAY TREE - PARKS	113.98
KERR PUMP	01877	FREIGHT - WASTE WTR	87.91
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - MTR POOL	20.00
LITE'S PLUS	00243	ST LIGHT BULBS - COMM PROMO	60.00
ERIK LITTS	01797	ASSESSING SERVICES JUNE - ASSESSOR	1,550.00
MARK SPOHN	02110	MOWING AT RED MILL - COMM PROMO	230.00
MCFADDEN LAW OFFICE PLLC	02299	JUNE LEGAL SERVICES -POLICE	92.00
MENARDS	00260	TREATED BOARDS - PARKS	1,438.25
MENARDS	00260	CARRIAGE BOLTS FOR BLEACHERS - PARKS	9.45
MENARDS	00260	DECK SCREWS, GREEN TREAT - ECON DEV, MAJ STS	260.46
MENARDS	00260	SUPPLIES - ELECTRIC	364.05
MHR BILLING	01780	BILLING FOR JUNE - AMBULANCE	1,512.00
MICHIGAN.COM	02336	JUNE LEGAL NOTICES - GENERAL, ELECTRIC	107.64
MICHIGAN COMPANY, INC.	00273	SUPPLIES - CEMETERY	169.24
MICHIGAN COMPANY, INC.	00273	SUPPLIES - CEMETERY	826.97
MRWA	01935	MEMBERSHIP DUES - WATER	650.00
MILLER'S REDI-MIX INC.	02410	CONCRETE BLOCKS - MAJ STS	2,520.00
MUNICODE	02411	CALIFICATION CODE UPDATE - CODE	1,048.16
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS- GENERAL	1,539.00
MUNICIPAL SUPPLY CO.	00324	SUPPLIES - WATER	355.90
MUNICIPAL SUPPLY CO.	00324	RED MARKING PAINT - ELECTRIC	96.00
MUNICIPAL SUPPLY CO.	00324	HEAVY DUTY SILT FENCE - ELECTRIC	37.00
MUNICIPAL SUPPLY CO.	00324	SUPPLIES - WATER	91.61
MUZZALL GRAPHICS	00326	COFFEE MUGS MAYOR EXCHANGE- COMM PROMO	252.30
NORTH CENTRAL LABORATORIES	00959	SUPPLIES - WASTE WTR	83.89
NYE UNIFORM CO.	00338	BADGE - POLICE	111.68

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
PLEUNE SERVICE COMPANY INC.	00741	BOILER INSPECTION - WASTE WTR	218.00
POLYDYNE INC.	02196	CLARIFLOC DRUMS - WASTE WTR	1,741.50
CITY OF PORTLAND-PETTY CASH	00701	POSTAGE, MISC EXP - GENERAL, COMM PROMO, PARKS	732.00
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENTAL - MTR POOL	242.55
PORTLAND TOWNSHIP TREASURER	00371	ANNEXATION AGREEMENT - COMM PROMO	4,224.79
PURITY CYLINDER GASES, INC.	00380	QUARTERLY CYLINDER RENT - AMB	281.68
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	53.54
R.E. RISK & ASSOC.	01315	SERVICE FEES - INCOME TAX	58.40
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	42.20
S&K PRINTING	00400	SUMMER TAX BILLS REPRINT - GENERAL	160.00
SPARROW OCCUPATIONAL HEALTH	00340	PHYSICALS - POLICE, PARKS	207.00
STAPLES BUSINESS ADVANTAGE	00426	SUPPLIES - VARIOUS DEPTS	1,131.24
SUPERIOR ASPHALT INC	02348	PATCH HILL ST BY DANBY ST FROM WTR MAIN BREAK	3,450.00
TOM'S FOOD CENTER	00452	SUPPLIES - VARIOUS DEPTS	902.27
USA BLUEBOOK	01850	STENNER #7 QUICKPRO PUMP - WASTE WTR	124.65
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA FACTOR - ELECTRIC	225.00
VAN BRO'S IRRIGATION INC.	01762	SPRAY HEAD, SPRAY NOZZLE - CITY HALL	165.06
VAN BRO'S IRRIGATION INC.	01762	SERIVCE CHARGE, FITTING, SLIP FIX - CITY HALL	124.33
VERIZON WIRELESS	00470	PHONE & DATA SERVICE - PARKS,CEM,REC,CODE, AMB	316.21
WEST SHORE SERVICES	00478	ANNUAL INSPECTION & PREVENTATIVE MAINT - COMM	1,700.00
WOW! INTERNET-CABLE PHONE	02132	CABLE INTERNET - ELECTRIC	32.97
GREG GARN	02185	UMPIRES - REC	72.00
BRIAN RUSSELL	00593	UMPIRES - REC	48.00
LOGAN COOK	02342	SCOREKEEPERS - REC	21.00
LAUREN RUSSELL	02134	SCOREKEEPERS - REC	14.00
BELIEVERS CHRISTIAN CHURCH	MISC	REFUND FOR PAVILION RENTAL - PARK	50.00
JAMIE CUTLER	MISC	REFUND PAVILION RENTAL FEE - PARKS	35.00
JIM LAKIN	01373	ELECTED OFFICIALS - ELECTRIC	75.00
CHARLES DUMAS	02412	ELECTED OFFICIALS - ELECTRIC	75.00

Date: 07/14/16

CITY OF PORTLAND INVOICE REGISTER

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VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ROGER HABEGGER	01841	ELECTED OFFICIALS - ELECTRIC	75.00
FLEIS & VANDENBRINK	00153	KENT ST CONSTRUCTION ENG - MAJ STS, WASTE WTR,	13,976.95
UTILITY SERVICE CO. INC.	02133	QUARTERLY 400000 PEDISPHERE SOUTH TANK - WTR	11,030.55
UTILITY SERVICE CO. INC.	02133	QUARTERLY 150000 PEDISPHERE TANK - WATER	8,857.47
Total:			\$82,688.55

**BI-WEEKLY  
WAGE REPORT  
July 18, 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.	8,089.41	16,257.78	2,072.99	6,049.83	10,162.40	22,307.61
ASSESSOR	1,052.02	1,974.15	81.11	152.20	1,133.13	2,126.35
CEMETERY	3,341.89	6,593.63	298.83	2,364.17	3,640.72	8,957.80
POLICE	15,665.36	30,697.46	3,171.83	8,604.06	18,837.19	39,301.52
CODE ENFORCEMENT	604.95	1,197.71	46.28	688.27	651.23	1,885.98
PARKS	4,834.36	9,870.94	414.07	2,192.32	5,248.43	12,063.26
INCOME TAX	1,723.19	3,352.77	508.20	2,728.50	2,231.39	6,081.27
MAJOR STREETS	2,950.35	6,642.37	737.84	4,714.02	3,688.19	11,356.39
LOCAL STREETS	3,183.93	6,022.02	764.81	3,477.41	3,948.74	9,499.43
RECREATION	901.85	1,640.59	127.11	974.83	1,028.96	2,615.42
AMBULANCE	10,274.96	21,424.29	1,428.55	5,506.65	11,703.51	26,930.94
DDA	1,538.40	3,076.80	777.06	1,625.95	2,315.46	4,702.75
ELECTRIC	16,690.63	33,134.07	3,145.90	19,487.65	19,836.53	52,621.72
WASTEWATER	9,622.16	18,801.23	2,509.93	12,706.09	12,132.09	31,507.32
WATER	4,631.59	9,376.06	1,202.89	4,422.65	5,834.48	13,798.71
MOTOR POOL	1,875.85	4,072.16	416.80	2,626.06	2,292.65	6,698.22
<b>TOTALS:</b>	<b>86,980.90</b>	<b>174,134.03</b>	<b>17,704.20</b>	<b>78,320.66</b>	<b>104,685.10</b>	<b>252,454.69</b>



User: KRISTINA

PERIOD ENDING 07/31/2016

DB: Portland

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,005,336.00	0.00	0.00	1,005,336.00	0.00
101-000-428.000	PILOT-GOLDEN BRIDGE MANOR	1,200.00	1,625.18	1,625.18	(425.18)	135.43
101-000-445.000	PENALTY & INTEREST	4,500.00	0.00	0.00	4,500.00	0.00
101-000-447.000	TAX COLLECTION FEES	43,000.00	0.00	0.00	43,000.00	0.00
101-000-451.000	BUSINESS PERMITS	200.00	0.00	0.00	200.00	0.00
101-000-453.000	CABLE TV FEES	30,000.00	0.00	0.00	30,000.00	0.00
101-000-455.000	TRAILER FEES	1,500.00	33.00	33.00	1,467.00	2.20
101-000-476.000	NON-BUSINESS PERMITS	0.00	1,606.00	1,606.00	(1,606.00)	100.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	900.00	0.00	0.00	900.00	0.00
101-000-570.000	LIQUOR FEES	3,100.00	0.00	0.00	3,100.00	0.00
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	0.00	15,855.80	15,855.80	(15,855.80)	100.00
101-000-575.000	REVENUE SHARING-CONST SALES	307,996.00	0.00	0.00	307,996.00	0.00
101-000-576.000	REVENUE SHARING-STAT SALES	106,226.00	0.00	0.00	106,226.00	0.00
101-000-620.000	PBT TESTING FEES	5,000.00	242.00	242.00	4,758.00	4.84
101-000-623.000	TRANSCRIPT FEES	1,000.00	0.00	0.00	1,000.00	0.00
101-000-624.000	MISCELLANEOUS FEES	200.00	0.00	0.00	200.00	0.00
101-000-628.000	ADMINISTRATIVE CHARGES	318,857.00	26,587.00	26,587.00	292,270.00	8.34
101-000-630.000	CEMETERY LOT SALES	3,500.00	0.00	0.00	3,500.00	0.00
101-000-633.000	CEMETERY CARE FEES	4,000.00	0.00	0.00	4,000.00	0.00
101-000-634.000	GRAVE OPENING FEES	10,000.00	505.00	505.00	9,495.00	5.05
101-000-656.000	DISTRICT COURT FINES	10,000.00	0.00	0.00	10,000.00	0.00
101-000-661.000	PARKING FINES	2,400.00	0.00	0.00	2,400.00	0.00
101-000-662.000	DRUG FORFEITURE MONEY	1,000.00	273.00	273.00	727.00	27.30
101-000-663.000	MISCELLANEOUS FINES	1,500.00	110.00	110.00	1,390.00	7.33
101-000-665.000	INTEREST INCOME	100.00	0.00	0.00	100.00	0.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	200.00	0.00	0.00	200.00	0.00
101-000-667.000	RENTAL INCOME	1,000.00	140.00	140.00	860.00	14.00
101-000-676.006	DONATION - PARKS	1,500.00	0.00	0.00	1,500.00	0.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	750.00	0.00	0.00	750.00	0.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	6,500.00	0.00	0.00	6,500.00	0.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	10,000.00	419.93	419.93	9,580.07	4.20
101-000-678.007	REIMBURSEMENTS-PAMA	1,250.00	0.00	0.00	1,250.00	0.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	50,037.00	0.00	0.00	50,037.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	0.00	0.00	32,009.00	0.00
TOTAL Revenues		1,996,525.00	47,396.91	47,396.91	1,949,128.09	2.37
Expenditures						
100	COUNCIL	131,237.00	0.00	0.00	131,237.00	0.00
101	COMMUNITY PROMOTIONS	274,344.00	26,156.85	26,156.85	248,187.15	9.53
172	CITY MANAGER	136,529.00	8,643.91	8,643.91	127,885.09	6.33
191	ELECTIONS	9,756.00	0.00	0.00	9,756.00	0.00
201	GENERAL ADMINISTRATION	313,211.00	14,886.41	14,886.41	298,324.59	4.75
209	ASSESSING	42,243.00	2,168.52	2,168.52	40,074.48	5.13
265	CITY HALL	68,340.00	2,378.53	2,378.53	65,961.47	3.48
276	CEMETERY	134,000.00	10,058.34	10,058.34	123,941.66	7.51

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			07/31/2016 NORMAL (ABNORMAL)	MONTH 07/31/2016 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
301	POLICE	688,062.00	44,029.72	44,029.72	644,032.28	6.40
371	CODE ENFORCEMENT	45,374.00	1,911.98	1,911.98	43,462.02	4.21
728	ECONOMIC DEVELOPMENT	6,460.00	102.23	102.23	6,357.77	1.58
751	PARKS	146,969.00	14,055.05	14,055.05	132,913.95	9.56
TOTAL Expenditures		1,996,525.00	124,391.54	124,391.54	1,872,133.46	6.23
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		1,996,525.00	47,396.91	47,396.91	1,949,128.09	2.37
TOTAL EXPENDITURES		1,996,525.00	124,391.54	124,391.54	1,872,133.46	6.23
NET OF REVENUES & EXPENDITURES		0.00	(76,994.63)	(76,994.63)	76,994.63	100.00

## PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDY USED
		AMENDED BUDGET	07/31/2016 NORMAL (ABNORMAL)	MONTH 07/31/2016 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 105 - INCOME TAX FUND								
Fund 105 - INCOME TAX FUND:								
TOTAL REVENUES		692,350.00	0.00	0.00		692,350.00	0.00	
TOTAL EXPENDITURES		1,297,305.00	8,588.45	8,588.45		1,288,716.55	0.66	
NET OF REVENUES & EXPENDITURES		(604,955.00)	(8,588.45)	(8,588.45)		(596,366.55)	1.42	
Fund 150 - CEMETERY PERPETUAL CARE FUND								
Fund 150 - CEMETERY PERPETUAL CARE FUND:								
TOTAL REVENUES		2,500.00	0.00	0.00		2,500.00	0.00	
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00	
NET OF REVENUES & EXPENDITURES		2,500.00	0.00	0.00		2,500.00	0.00	
Fund 202 - MAJOR STREETS FUND								
Fund 202 - MAJOR STREETS FUND:								
TOTAL REVENUES		956,770.00	18,831.39	18,831.39		937,938.61	1.97	
TOTAL EXPENDITURES		1,003,383.00	17,241.25	17,241.25		986,141.75	1.72	
NET OF REVENUES & EXPENDITURES		(46,613.00)	1,590.14	1,590.14		(48,203.14)	3.41	
Fund 203 - LOCAL STREETS FUND								
Fund 203 - LOCAL STREETS FUND:								
TOTAL REVENUES		162,657.00	6,357.91	6,357.91		156,299.09	3.91	
TOTAL EXPENDITURES		243,716.00	13,641.53	13,641.53		230,074.47	5.60	
NET OF REVENUES & EXPENDITURES		(81,059.00)	(7,283.62)	(7,283.62)		(73,775.38)	8.99	
Fund 208 - RECREATION FUND								
Fund 208 - RECREATION FUND:								
TOTAL REVENUES		126,450.00	2,651.50	2,651.50		123,798.50	2.10	
TOTAL EXPENDITURES		87,706.00	3,936.96	3,936.96		83,769.04	4.49	
NET OF REVENUES & EXPENDITURES		38,744.00	(1,285.46)	(1,285.46)		40,029.46	3.32	
Fund 210 - AMBULANCE FUND								
Fund 210 - AMBULANCE FUND:								
TOTAL REVENUES		518,431.00	49,752.27	49,752.27		468,678.73	9.60	
TOTAL EXPENDITURES		515,694.00	34,592.97	34,592.97		481,101.03	6.71	
NET OF REVENUES & EXPENDITURES		2,737.00	15,159.30	15,159.30		(12,422.30)	553.87	
Fund 248 - DDA FUND								
Fund 248 - DDA FUND:								
TOTAL REVENUES		287,115.00	2,587.50	2,587.50		284,527.50	0.90	
TOTAL EXPENDITURES		396,039.00	9,677.95	9,677.95		386,361.05	2.44	
NET OF REVENUES & EXPENDITURES		(108,924.00)	(7,090.45)	(7,090.45)		(101,833.55)	6.51	
Fund 520 - REFUSE SERVICE FUND								
Fund 520 - REFUSE SERVICE FUND:								
TOTAL REVENUES		112,150.00	9,423.87	9,423.87		102,726.13	8.40	
TOTAL EXPENDITURES		111,000.00	0.00	0.00		111,000.00	0.00	
NET OF REVENUES & EXPENDITURES		1,150.00	9,423.87	9,423.87		(8,273.87)	819.47	
Fund 582 - ELECTRIC FUND								

Fund 582 - ELECTRIC FUND

User: KRISTINA

DB: Portland

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% B DGT
		AMENDED BUDGET	07/31/2016	MONTH 07/31/2016	BAJANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USD
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
TOTAL REVENUES		4,014,625.00	329,917.46	329,917.46	3,684,707.54	8.22
TOTAL EXPENDITURES		4,227,411.00	61,543.38	61,543.38	4,165,867.62	1.46
NET OF REVENUES & EXPENDITURES		(212,786.00)	268,374.08	268,374.08	(481,160.08)	126.12
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
TOTAL REVENUES		1,103,505.00	69,440.24	69,440.24	1,034,064.76	6.29
TOTAL EXPENDITURES		1,080,443.00	43,977.71	43,977.71	1,036,465.29	4.07
NET OF REVENUES & EXPENDITURES		23,062.00	25,462.53	25,462.53	(2,400.53)	110.41
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
TOTAL REVENUES		611,078.00	58,585.24	58,585.24	552,492.76	9.59
TOTAL EXPENDITURES		634,230.00	44,503.68	44,503.68	589,726.32	7.02
NET OF REVENUES & EXPENDITURES		(23,152.00)	14,081.56	14,081.56	(37,233.56)	60.82
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
TOTAL REVENUES		348,143.00	23,290.00	23,290.00	324,853.00	6.69
TOTAL EXPENDITURES		348,031.00	10,395.49	10,395.49	337,635.51	2.99
NET OF REVENUES & EXPENDITURES		112.00	12,894.51	12,894.51	(12,782.51)	11,512.9
TOTAL REVENUES - ALL FUNDS		8,935,774.00	570,837.38	570,837.38	8,364,936.62	2.49
TOTAL EXPENDITURES - ALL FUNDS		9,944,958.00	248,099.37	248,099.37	9,696,858.63	2.49
NET OF REVENUES & EXPENDITURES		(1,009,184.00)	322,738.01	322,738.01	(1,331,922.01)	31.98

PURCHASE ORDER

CITY OF PORTLAND

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

TO RESO

SHIP TO Elec

882-539,775

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
<u>7-11-15</u>					

QUANTITY	DESCRIPTION	PRICE	AMOUNT
<u>1</u>	<u>Roll of 1/0 KENITE WIRE EST. 3000 ft.</u>	<u>2.55</u>	<u>\$7650</u>
	<u>SINGLE SOURCE</u>		

*[Handwritten Signature]*

NOT FOR RESALE  FOR RESALE

TAX NUMBER \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

ORIGINAL

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

# PURCHASE ORDER

## CITY OF PORTLAND

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

TO Fleis + Vandenbrink

SHIP TO \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
------	---------------	----------	--------	-------	--------------------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
7-12-16			
	Kent Street Construction Engineering		
	202.452.803009 Maj Sts Eng Svc.	\$ 11,181.56	
	590.441.803009 Waste Wtr " "	\$ 2,096.54	
	591.441.803009 Water " "	\$ 698.85	
		\$ 13,976.95	

NOT FOR RESALE     FOR RESALE    TAX NUMBER \_\_\_\_\_    AUTHORIZED SIGNATURE \_\_\_\_\_

ORIGINAL

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



Invoice

S Tutt Gorman  
 City Manager  
 City of Portland  
 259 Kent Street  
 Portland, MI 48875-1495

July 6, 2016  
 Project No: 821681  
 Invoice No: 43615

Project 821681 City of Portland-Kent Street Construction Engineering  
**Services Included:** Contract administration, on-site observation & testing, construction staking  
For professional services rendered for the period May 28, 2016 to June 24, 2016  
**Professional Services**

	Hours	Billing
<b>Total</b>	116.50	<b>12,150.00</b>
<b>Reimbursable Expenses</b>		
Expenses		1,826.95
<b>Total</b>		<b>1,826.95</b>
<b>Total this Invoice</b>		<b>\$13,976.95</b>

*Thank you for your business, it is sincerely appreciated.  
 If there are any questions regarding this invoice or the services provided, please contact us.*

Terms: Net 15 days

**PURCHASE ORDER**

**CITY OF PORTLAND**

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

TO Utility Service Co., Inc  
P.O. Box 674233  
Dallas TX 75267

SHIP TO INV# 397894  
397896

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
6-27-16	7-1-16				
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	409000 Pedisphere South Tank (Quarterly)			11,030.55	
1	150,000 Pedisphere Hill st Tank (Quarterly)			8,852.47	
	591-441-940				
RS					\$19,888.02

NOT FOR RESALE  FOR RESALE

TAX NUMBER \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

ORIGINAL

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

# INVOICE

Correspondence Only:

UTILITY SERVICE CO., INC.  
P.O. Box 1350  
Perry, Georgia 31069



Mail Payments to:

UTILITY SERVICE CO., INC.  
P. O. Box 674233  
DALLAS, TX 75267-4233  
(478) 987-0303

BILL TO

CITY OF PORTLAND, MI  
259 KENT STREET  
PORTLAND, MI 48875

**PLEASE INCLUDE INVOICE COPY WITH PAYMENT**

Customer Number: 32512

**DUE UPON RECEIPT**

<u>INV. #</u>	<u>INV DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TAX</u>	<u>TOTAL</u>
397894	01-JUL-16	400,000 PEDISPHERE SOUTH TANK-Quarterly	\$11,030.55	\$0.00	\$11,030.55
397896	01-JUL-16	150,000 PEDISPHERE HILL STREET TANK-Quarterly	\$8,857.47	\$0.00	\$8,857.47
<b>TOTAL DUE TO UTILITY SERVICE CO., INC.</b>					<b>\$19,888.02</b>

Thank You For Your Business

A 1.5% PER MONTH FINANCE CHARGE MAY BE CHARGED FOR ALL PAST DUE INVOICES.

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
JUNE 2016**

**Calls for Service**

Dispatched	78
Patrol Originated	22
Assist to PPD	19
Assist to Fire / EMS	6
Assist Other Depts	13
Follow Up Complaints	33

**Arrests**

Misdemeanor Arrests (# of persons)	9
Misdemeanor Charges	11
Juvenile Apprehensions	0
Felony Arrests (# of persons)	4
Felony Charges	6

**Traffic Stops**

Total Stops	73
Traffic Citations	27
Verbal Warnings	76
Parking Citations	1
Admin Citations	3

**Citizen Contacts**

Business Contacts	84
Patrol Contacts	352

**Assists to Other Agencies**

- June 5, 2016*, Assist to MSP in stopping two high speed vehicles on 96 near Cutler Rd.
- June 6, 2016*, Assist to MSP with an intoxicated driver at W Grand River / Kent St.
- June 8, 2016*, Assist to Clinton County Sheriffs Department with a vehicle pursuit ending on 96 near E Grand River (77mm).
- June 10, 2016*, Assist to MSP for a drug investigation on 96 near the weigh station.
- June 14, 2016*, Assist to MSP for a suicidal subject believed to be located in Portland.
- June 15, 2016*, Assist IOSH with a drug investigation on Grand River Ave near Kelsey Hwy.
- June 18, 2016*, Assist IOSH with a domestic assault on Steffes Dr.
- June 18, 2016*, Assist IOSH with complaint of fireworks on Lyons Rd near Industrial Dr. A Deputy was unavailable.
- June 22, 2016*, Assist to Mason Police Department with a complaint of child abuse.
- June 25, 2016*, Assist to Clinton County Sheriffs Department by closing I-96 at E Grand River Ave so a crash could be investigated.
- June 26, 2016*, Assist to MSP in locating a subject believed to missing from the greater Portland area and listed as "endangered"
- June 27, 2016*, Assist to IOSH with scene safety with a crash on I96 near Cutler Rd.

*\* see next page for additional statistics.*

**PORTLAND POLICE DEPARTMENT**  
**STATISTICAL INFORMATION**  
**JUNE 2016**

**Noteworthy:**

Sgt Ludwick observed a vehicle parked in the downtown area of Kent St that contained a subject displaying what she believed to be suspicious behavior. Sgt. Ludwick conducted a preliminary investigation using known information and then contacted the Ionia County Sheriffs Department. Contact was made with the subject resulting in the possession of methamphetamine and prescription misuse. Additional warrants were later located for the State of Minnesota for the subject for failing to appear in court, stalking, terroristic threats, and possession of marijuana.

Officer Groenhof and Sgt Ludwick responded to a complaint of a vehicle at I-96 / Kent St where a driver was passed out behind the wheel of her vehicle; concerned citizens had taken her vehicle out of gear and moved her car out of the roadway. The driver was medically evaluated and then investigated for Operating Under the Influence of Drugs (prescription medications). She was left in care of medical staff and cited to appear at the 64A District Court on a later date.

Officer Groenhof received a call from a local restaurant that a child with special needs had come into the restaurant. The child was generally non-verbal with exception of some sign language and was unable to identify herself or where she lived. Officer Groenhof was able to locate the child's mother and return her home safely. This was a first-time situation for the family. Officer Groenhof suggested ways for the child to be identified if this occurs in the future, and all officers have been made aware of her identity and where she resides.

*\* see next page for additional statistics.*

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
JUNE 2016**

**Non-Arrestable Complaints**

Assist Ambulance	8	Suspicious Situation**	18
Assist Other Police Agencies	12	Traffic crashes	5
Assist Fire Departments	3	Vehicle Unlock	9
Found Property	2	Unfounded Alarm	4
Non-Criminal*	23		

*\* Calls for service that are not criminal in nature. Examples include involving traffic hazards, motorist assists on the roadway, mental health, well-being checks*

*\*\* Calls where complaint deemed suspicious or does not reach level of criminal activity. Examples include 911 hang up calls, suspicious vehicles, unwanted subjects, loud music, etc*

**Arrestable Offenses\*\*\***

Alcohol - misc	1	Larceny(Retail Fraud)	1
Animal Cruelty	1	Ordinance Violations	11
Counterfeit	1	OWI / OUID	4
Criminal Sexual Conduct	1	Parole/Probation/Bond	3
Domestic Assault	2	Traffic Offenses	3
Juvenile	3	VCSA (drugs)	3
Larceny(False Pretense)	1	Warrant	1

*\*\*\*Not indicitive to the number of persons arrested or victims affected.*

# PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR JUNE 2016

## NPDES COMPLIANCE

The City WWTP was in compliance with the NPDES permit limitations for the month of June 2016. Complete copies of all discharge Monitoring Reports are on file at the WWTP.

## OPERATIONS

The WWTP treated and discharged **10.3 million gallons** for the month of June. The treatment continues to be very good. The CBOD averaged 3 ppm, Total Suspended Solids were at 5 ppm, Fecal Coliforms were at 4 ppm, and the Phosphorus was at 0.8 ppm.

The WWTP workers discovered during routine maintenance that the South fume hood vent fan in the lab was no longer working. A new inline vent fan was found and purchased to make the repair. The fume hood is now working.

The generator for the Riverside lift station was delivered and set on the foundation. Consumer's Energy is scheduled to complete the gas service in early July and the generator is scheduled to be completed by July 14.

We performed the annual cleaning and inspection of the final clarifiers and the underwater mechanisms. We systematically removed one clarifier from service to dewater and wash down. The men then performed a confined space entry to inspect the mechanical parts. Once this was completed, the clarifier was restored to service. The second clarifier was then serviced after the first one was back in operation. We did one clarifier a week which did not present any problems with sampling and permit compliance. This also helped avoid any disruption to the treatment process or any operational difficulties such as adding polymer for solids control.

With the end of the Synagro one year contract approaching, six letters were sent out requesting quotations for similar services. We received two responses. One was from Synagro and one was from BioTech Agronomics. They were not even close in price and Synagro appears to be the best deal. I would recommend the three year contract since we have been using Synagro for many years and this would give us the best price which would be \$1800/year savings over their one year contract.

We finally got the Hydromatic pump for the Cutler Rd. lift station back from being repaired. The motor had an internal short which required that the windings be redone and then it had to be U.L recertified for explosion proof. The impellor was also damaged and

could not be repaired or rebalanced. This required replacement as well. As a result the repair bill was considerably higher than normal.

C&L Trucking started work on the Kent St. Project. They started on the South end of the street on the sanitary sewer improvements. These should be completed by mid-July.

The City had the annual picnic and safety training. All of the WWTP personnel were in attendance. This also coincided with the tornado the previous year.

**Maintenance & Capitol Expenses for June 1, 2016 to June 30, 2016**

ITEM	COST
Tom’s Do It Center – Batteries, Distilled Water, Sump Pump & Hose	\$ 242.34
USA Bluebook – Quick Pro peristaltic pump head kit	\$ 120.01
Grainger – In line Vent Fan (for lab fume hood)	\$ 393.25
NCL – Laboratory Supplies	\$ 83.89
Synagro – Spring Biosolids Lab Analysis	\$ 401.71
Kerr Pumps – Cutler Rd Lift Station Pump Repair	\$ 3721.00
B&W Auto – Electrical Wire Nut	\$ 2.49
Family Farm & Home – Cutler Rd. Lift Station Sump Pump	\$ 139.99
Rural Bottle Gas – LP Gas Cutler Rd Standby Generator	\$ 318.74
Municipal Supply – Green Sewer Marking Flags	\$ 18.00
Environmental Parts & Accessories – Tiger Tail for Vac truck	\$ 213.24
<hr/>	
<b>Total Expenses</b>	<b>\$ 5654.66</b>
<b>Total Spent YTD</b>	<b>\$ 57945.72</b>

**WASTEWATER COLLECTION SYSTEM ACTIVITY**

Sewer Trouble Spots sections cleaned	4325feet
Routine cleaning	975 feet
Sewer call outs due to building services	0
Sewer call outs due to plugged City main	0
New connections to sewer main	0
Building Services Televised	0
Building Services Inspected	0
City Main Televised	0 feet

**SEWER CALLOUTS**

Respectively Submitted,

Doug Sherman  
 WWTP Superintendent

City Of Portland  
 Water Department  
 Monthly Water Report  
 June 2016

Monthly Water Production

Daily Water Production

Well #4                    0 Gallons  
 Well #5                    0 Gallons  
 Well #6                 13,556,000 Gallons  
 Well #7                    0 Gallons

Well #4                    Gallons  
 Well #5                    0 Gallons  
 Well #6                    451,867 Gallons  
 Well #7                    0 Gallons

Daily Average Water Production for All Wells                    451,867    Gallons

Total Water Production for the Month                    13,556,000 Gallons

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

Total Production increased by                    3,522,000 Gallons

Total Production for This Month from the Previous Year                    9,748,000 Gallons

Total Production increased by                    3,808,000 Gallons

Rodney D. Smith Jr.  
Water Technician

**IONIA COUNTY BOARD OF COMMISSIONERS**

July 12, 2016 - 4:00 p.m.  
Commissioners' Meeting Room – Courthouse – 3<sup>rd</sup> Floor

**AGENDA**

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

(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
  - A.
- VIII. New Business**
  - A. Area Agency on Aging of Western Michigan Multi-Year Implementation Plan for FY 2017-2019
  - B. Health Department Agreement with Michigan Department of Health and Human Services
  - C. Animal Shelter request for construction of dog exercise area
  - D. Vacation credit for employee
  - E.
- IX. Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. County Administrator
- X. Reports of Special or Ad Hoc Committees**

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

XII. Closed Session

XIII. Adjournment

**Board and/or Commission Vacancies**

- Board of Public Works – One three-year term expiring January 2018.
- 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.
- Park Advisory Board – One two-year term, expiring January 2018.
- Road Commission – One six-year term, expiring December 2020.
- West Michigan Regional Planning Commission – Two one-year terms, expiring December 2016.

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

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

- *Commission on Aging Board* – Two three-year appointments.

**IONIA COUNTY BOARD OF COMMISSIONERS**  
**Committee-of-the-Whole**

July 19, 2016 - 3:00 p.m.  
Commissioners' Meeting Room – Courthouse – 3<sup>rd</sup> Floor

**AGENDA**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Approval of Agenda
  - A. Consideration of additional items
- V. Public Comment  
(3 minute time limit per speaker – please state name/organization)
- VI. Unfinished Business
  - A.
- VII. New Business
  - A. Departmental Reports
    - 1. Prosecuting Attorney
    - 2. Central Dispatch
    - 3. Buildings & Grounds
    - 4. Emergency Management
    - 5. Building Codes
  - B.
  - C.
- VIII. Reports of Officers, Board and Standing Committees
  - A. Chairperson
  - B. Commissioners
  - C. County Administrator
- IX. Reports of Special or Ad Hoc Committees
- X. Closed Session
- XI. Adjournment

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

**NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-18090**

- On May 3, 2016, the Michigan Public Service Commission (Commission) issued an Order requiring Consumers Energy Company (Consumers Energy) to file avoided cost methodologies and avoided costs for Qualifying Facilities (QFs) of 20 megawatts and under in size. Consumers Energy was also directed to file proposed standard rate tariffs, including applicable design capacity. The Commission's Order was issued pursuant to the Public Utility Regulatory Policies Act (PURPA) of 1978, Pub L No. 95-617, 92-Stat 3117, 16 USC 2601 et seq.
- 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, July 21, 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 **Mark E. Cummins**

**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 Commission will hold a public hearing to consider Consumers Energy's application proposing avoided cost calculation methods and avoided costs that meet the requirements set forth in 18 CFR 292.101(b)(6) and 18 CFR 292.304(a). In accordance with the May 3, 2016 Commission Order, Consumers Energy shall file its avoided cost information by Friday, June 17,

2016.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://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](mailto: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](mailto: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 July 14, 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](http://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 Commission has jurisdiction pursuant to 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.; 2008 PA 295, MCL 460.1001 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 1999 AC, R 492.10401 et seq.; and 2015 AC, R 792.10401 et seq.

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

1059-E