



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

7:00 P.M. Monday, February 6, 2017
City Council Chambers
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	V. <u>City Manager Report</u>	
	VI. <u>Presentations</u>	
7:10 PM	A. Proclamation Honoring Thomas R. Teitsma	
7:15 PM	B. Portland District Librarian Grimminck – Annual Report	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> – None	
	IX. <u>New Business</u>	
7:20 PM	A. Proposed Resolution 17-05 Approving, Authorizing, and Directing The Mayor to Sign a Contract with AT&T for Telephone Service	Decision
7:23 PM	B. Proposed Resolution 17-06 Approving a Contractual Rate Increase For Residential Trash Pick Up	Decision
7:25 PM	C. Proposed Resolution 17-07 Approving Bill No. 7 to the Michigan Department of Transportation for Work Performed on the Kent Street Improvement Project	Decision
7:27 PM	D. Proposed Resolution 17-08 Approving, Authorizing, and Directing The Mayor to Sign a Contract with WOW Business for the Police and Ambulance Department	Decision
7:30 PM	E. Proposed Resolution 17-09 Approving, Authorizing, and Directing The Mayor to Sign an Agreement with Core Technology for the Police Department	Decision
7:33 PM	F. Proposed Resolution 17-10 Approving the Michigan Main Street Program Community Requirements and Expectations Agreement	Decision
7:35 PM	X. <u>Consent Agenda</u>–	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting held on January 16, 2017 and City Council Goal Session held on January 30, 2017	

**Estimated
Time**

**Desired
Outcome**

- B. Payment of Invoices in the Amount of \$142,114.18 and Payroll in the Amount of \$110,795.35 for a Total of \$252,909.53
- C. Purchase Orders over \$5,000.00 - None

XI. Communications–

- A. Laura Virk – Boards and Commissions Application
- B. Grand River Water Trail Meeting – Thank You Note
- C. DDA Minutes for December 15, 2016
- D. DDA Treasurer’s Report for January 19, 2017
- E. Utility Billing Report for December 2016
- F. Water Department Report for January 2017
- G. On the Street Newsletter – February 2017
- H. Ionia County Board of Commissioners Agenda for January 17, 2017
- I. MPSC Notice of Hearing for Consumers Energy

7:37 PM

XII. Other Business - None

7:40 PM

XIII. City Manager Comments

7:45 PM

XIV. Council Comments

7:50 PM

XV. Adjournment

Decision



PROCLAMATION HONORING OFFICER THOMAS R. TEITSMAS, SR.

WHEREAS, Officer Thomas R. Teitsma Sr. is being honored on the occasion of his retirement from the Portland Police Department after 27 years of service to the City of Portland; and

WHEREAS, the City of Portland wishes to recognize Officer Teitsma for his distinguished career with the Portland Police Department which began on February 15, 1990; and

WHEREAS, during his time with the Portland Police Department, Officer Teitsma also served as Sergeant from 1999 through 2008 and the DARE/School Resource Officer from 1999 until 2017; and

WHEREAS, Officer Teitsma has been extremely valuable to the Portland Police Department working any and all shifts assigned including numerous holidays and weekends to protect the health, safety and welfare of his community; and

WHEREAS, Officer Teitsma's commitment and dedication to the City of Two Rivers demonstrates the true meaning of public service and is a testament for others to follow; and

WHEREAS, the Mayor and City Council are honored to have this opportunity to recognize the personal commitment and public service of Officer Thomas R. Teitsma, Sr.; and

NOW THEREFORE BE IT PROCLAIMED BY THE MAYOR AND PORTLAND CITY COUNCIL THAT Officer Thomas R. Teitsma, Sr. is commended for his outstanding public contributions and exemplary dedication to the residents of Portland.

FURTHER, he is wished much happiness and success in his future endeavors.

BY ORDER OF THE CITY COUNCIL

James E. Barnes, Mayor

Joel VanSlambrouck
Mayor Pro-Tem

Patrick Fitzsimmons

Robert Baldyga

Amanda Johnston

Monique I. Miller, City Clerk

February 6, 2017

SEAL

Portland District Library

334 Kent Street

Portland, MI 48875

2015-2016

Annual Report



Today's public libraries support

- Lifelong learning · Early childhood education ·
- Local business and enterprise ·
- Access to technology and information for all citizens ·

Cory Grimminck, Library Director

2015-2016

Annual Report

July 1, 2015 – June 30, 2016

*THIS LIBRARY IS A MEMBER OF THE WOODLANDS LIBRARY COOPERATIVE HEADQUARTERED
IN ALBION, MICHIGAN.*

Library Board Members:		
President:	Nancy Marks (City of Portland)	'18
Vice President:	John Tannery (Danby Township)	'16
Secretary	Maureen Wallace (Portland Township)	'20
Treasurer:	Mary Leik (Danby Township)	'18
Trustee:	Mary Sue Barley (City of Portland)	'17
Trustee:	Colleen Mauren (Portland Township)	'18

The legal area of the Portland District Library is comprised of the City of Portland, Portland Township, and Danby Township. Each of these governmental units is represented by two residents who are appointed by their respective council or board to be on the Board of the Portland District Library.

The Portland District Library Board is an appointed board with four year terms; however, board members may be reappointed for additional terms if approved by their council or board. The Board meets ten times per year, at 9:30 a.m. in the library. The schedule will be decided at the beginning of the calendar year and posted. Changes to the schedule will be made at the discretion of the board.

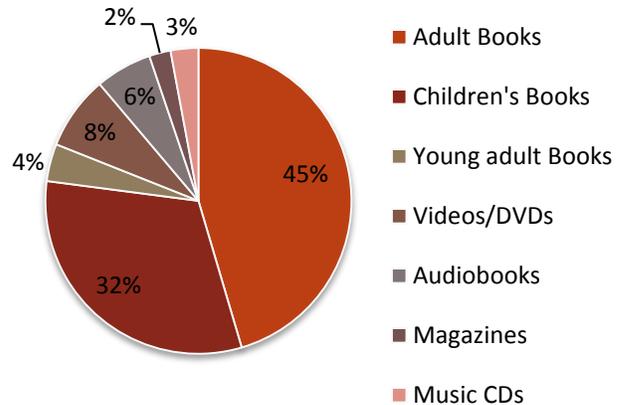
Library Hours:

Library Hours are from 9:00 a.m. to 8:00 p.m. Monday through Thursday; 9:00 a.m. to 5:00 p.m. Friday; and 9:00 a.m. to 2:00 p.m. on Saturdays. The library is closed on Sundays.

Library Staff:	
Library Director	Cory Grimminck
Administrative Assistant	Laura Hager
Youth Librarian	Kristina Reynolds
Library Clerk	Jana Slisher
Library Clerk	Beckie Pline
Library Clerk	Julie Miles
Library Clerk	Brian Davis
Library Clerk	Chelsea Boucha
Library Clerk	Keeghan Ball
Library Clerk	Wendy Charles
Library Clerk	Sierra James

LIBRARY COLLECTION	2014-2015	2015-2016
Adult fiction – hardcover	9,294	9386
Adult non-fiction and reference	7,806	7,340
Adult paperbacks	1,218	1,233
Young adult books	1,874	1,564
Juvenile fiction	4,448	4,324
Juvenile non-fiction	3,039	3,126
Juvenile picture books \ easy readers	4,684	4,878
Parenting books	169	174
Videos-adult	22	19
DVDs - adult	1,957	2,155
DVDs - juvenile	954	909
Adult audiobooks	1,597	1,627
Juvenile audiobooks	715	736
Magazines	961	896
Music CDs	1018	1,157
TOTAL COLLECTION	39,756	39,524

**Library Collection
2012-2013**



The Collection:

The library collection is comprised of books, magazines, and audiovisual materials for all ages.

The book collection consists of board books, picture books, and junior easy readers for infants to early elementary aged children. There are general fiction and nonfiction sections for older elementary children, young adults, and adults. Individual collections include reference, parenting, and large print.

The Library participates in a shared downloadable library through the Woodlands Cooperative. In addition, this fiscal year we added a small collection of downloadable ebooks and audiobooks that are available for checkout only to our patrons. This makes the wait time for popular books much shorter, and allows us to shape the collection to better suit the interests of our patrons.

Audiovisuals include books on CD or Playaway (MP3 player pre-loaded with one book) for children and adults, educational and non-educational DVDs for children and adults, and music CDs for both children and adults. We have almost completely phased out our VHS, with the few titles left being items that have gone missing or need to be replaced.

The library subscribes to 74 different magazines, 19 of which are for the children’s or teen rooms. We subscribe to the *Lansing State Journal*, and *Ionia Sentinel-Standard* on a daily basis. We also receive the *Portland Review and Observer* and have this newspaper on microfilm dating back to 1868.

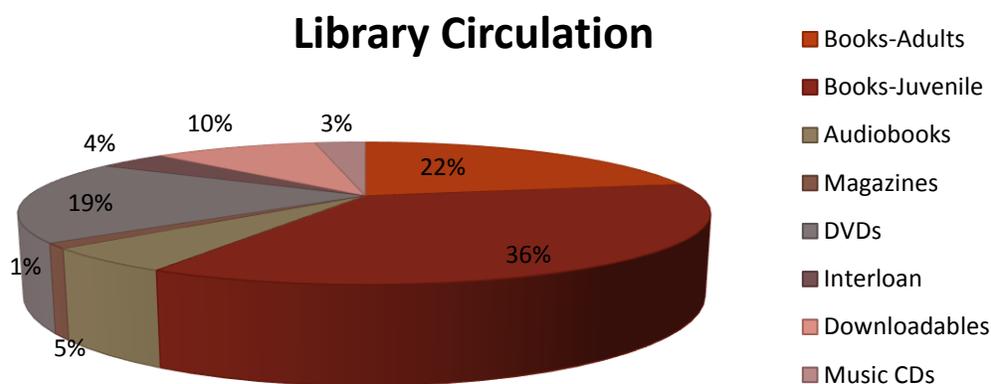
Housed in our History/Genealogy room are numerous historical materials. Included are county histories and plat maps, rural county directories, donated scrapbooks, high school yearbooks, pictures, flyers and pamphlets about the Portland area. Holdings of the Portland Historical Society are also available there.

The library houses a business resource center for anyone interested in starting a new business or improving an existing one. The center features books and an online database.

CIRCULATION STATISTICS	July 1,2014-June 30,2015	July 1,2015-June 30, 2016
Books-Adult	20,071	18,515
Books – Juvenile	32,624	29,987
BOOKS – TOTAL	52,695	48,502
Juvenile Audiobooks	1,287	889
Adult Audiobooks	3,864	3,644
Magazines	865	968
DVDs	11,911	11,300
Juvenile DVDs	4,421	4,253
Music CDs	2,485	2,209
Overdrive downloadable books	6,579	7,745
Overdrive Advantage books	N/A	313
Interloan requests filled	3,910	3,394
TOTAL CIRCULATION	88,017 items	83,217 items

Circulation Statistics

Looking at the statistics, the majority of categories showed a decrease in circulation. In speaking with other libraries throughout our cooperative, this seems to be both common and unexplained. Overdrive usage continued to climb, particularly as we added the Advantage collection of books that are available only to Portland patrons. There was also a slight increase in magazine circulation, mainly because we fixed the cataloging error that affected their circulation numbers. The highest circulation months were July and August of 2015 and June of 2016. Our lowest circulation month was May of 2016.



Name of Service Area (Census 2010)	Percentage Served	Legal Area Population	Contractual Area Population
City of Portland	100%	3,883	
Portland Township	100%	3,404	
Danby Township	100%	2,988	
		Total: 10,275	
Orange Township	50%		497
Sebewa Township	33.33%		390
Eagle Township	51.07%		1,301
Westphalia Township	61.73%		1,449
			Total: 3,637

Total In Service Area: 13,912 persons

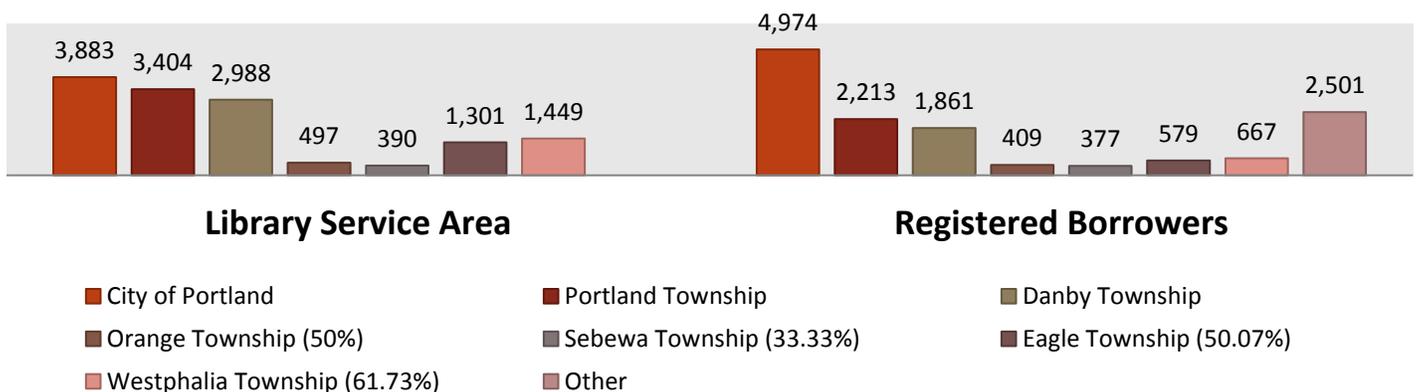
Population of the Service Area

The library service area is comprised of both legal and contractual populations. Our legal service population is comprised of the City of Portland, Portland Township, and Danby Township. The library receives state aid, penal fine monies, and voted millage income based on the population of these areas.

We also have contracts with Orange and Sebewa Townships in Ionia County and receive a percentage of the state aid, penal fine monies, and millage income based on the population of these areas. In addition, we have contracts with Westphalia and Eagle Townships in Clinton County, and the Portland Library receives a percentage of the state aid and penal fine monies available due to our percentage of the population as reported by the Township Boards.

Westphalia Township’s population is split between Portland and St. Johns libraries, with a small portion going to Grand Ledge. Eagle Township is split between Portland and Grand Ledge libraries. Orange Township is split between Portland and Ionia libraries. Sebewa Township is split between Portland, Lake Odessa, and Sunfield Libraries. Library contracts deciding these percentages and any other financial allocations to the library are agreed upon by the Township Board and the Library Board, and then sent on to the Library of Michigan for approval.

Population of Library Service Area



Registered Borrowers (2015-2016)	
Portland City	4,974
Portland Township	2,213
Danby Township	1,861
Eagle Township	579
Orange Township	409
Sebewa Township	377
Westphalia Township	667
Other	2,601
TOTAL	13,681

Registered Borrowers

515 persons registered for their first library card from July 2015- June 2016. Of these, 176 reside in the City of Portland, 94 in Portland Township, 63 in Danby Township, 27 in Eagle Township, 20 in Westphalia Township, 25 in Lyons Township, 17 in Orange Township, and 18 in Sebewa. We also had 49 register from “other” areas.

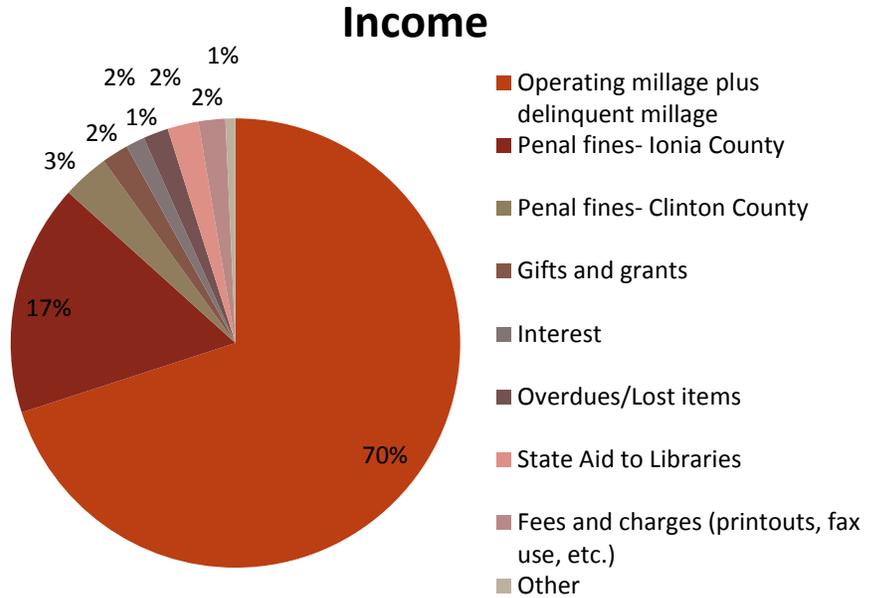
Borrowers from areas designated as “other” reside in Ionia, Grand Ledge, Sunfield, Fowler, and other surrounding cities and villages or in surrounding townships such as Dallas, Berlin, Odessa, and Roxand.

Children must be six years old to be eligible for their own library card. Youth under 16 years must have the signature of a parent or legal guardian on the application form. Every applicant must provide proof of address when applying for a library card. Patrons are given their first card without charge when they join the library; however, if this card is lost they need to pay a \$2.00 replacement fee to receive a new one. A library card is required for checking out books and for using the internet computer stations.

The very existence of libraries affords the best evidence that we may yet have hope for the future of man.

-T.S. Eliot

INCOME	
Operating millage plus delinquent millage	\$315,121
Penal fines- Ionia County	\$75,121
Penal fines- Clinton County	\$15,138
Gifts/grant/memorials	\$8,639
Interest	\$6,105
Overdue/Lost items	\$8,136
State Aid to Libraries	\$10,054
Fees and charges (printouts, fax use, etc.)	\$8,659
Other	\$3,218
TOTAL:	\$450,191

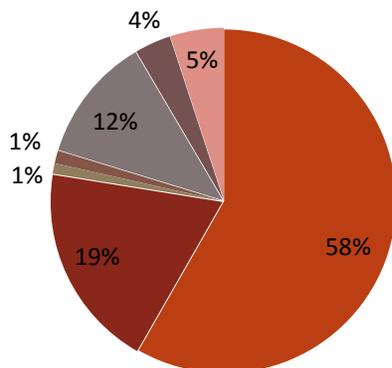


Income

Due to rising property values in our area, the Portland District Library had an increase in income from the previous year. In 2014-15, our income was \$429,057. This year the income was \$21,134 higher. For the most part, this was due to an increase in the millage, which offset a rather significant decrease in penal fines from Ionia County.

Expenses

- Salaries/Staff expenses
- Repairs/utilities/maintenance
- Programming/ Publicity
- Supplies/postage/ bank charges
- Library materials
- Professional fees
- Technology



EXPENSES:	
Salaries/Staff expenses	\$250,073
Repairs/maintenance/utilities/equipment	\$82,695
Library materials (books, periodicals, AV)	\$50,735
Professional fees (accounting, insurance, audit)	\$14,616
Technology (Hardware, software, tech support)	\$21,671
Programming/ Publicity	\$4,147
Supplies/postage/bank charges	\$5,229
TOTAL:	\$429,166

Programs and Classes-Children:

Summer 2015:



Our summer reading program this year was themed “**Every Hero Has a Story.**” We held one large program each week, which either highlighted a speaker or a craft.

The Monday Movie series, where we show feature-length films for kids, continues to be a community favorite, along with the **Young Writers Club**. **Get Your Game on**, a weekly video game program continued on this year. This was the year of the tornado and we had a special visit by Maranda to provide some relief for the kids. She brought t-shirts, snacks (including ice cream), and more for the kids, and more than 400 people came out to see her.

Fall 2015:

Busy Bees, a weekly program for toddlers, continued in September. We celebrated the **Angelina Ballerina** with a tea party.



In October, we held a weekly movie series of Not-So-Scary Halloween movies, made Halloween decorations, and held the Chiller Book Club for kids ages 7-12. For Halloween, the library was once again turned into a **Spooktacular** event that included a haunted house.

In early November, we went to the schools to promote our very successful **Battle of the Books** program, which is offered to 3rd through 5th graders. The kids form teams and become experts on four books. They practice book trivia for three months and compete against other kids in the county. In addition, we held a release party for the 10th “Diary of a Wimpy Kid Book,” and for younger kids, **The Good Dinosaur** visited us.



Winter 2015/2016:

The weather was perfect for the **Family Holiday Fun** event, featuring a visit from Rooftop Reindeer. This event is always one of our most popular, and is co-hosted by the Friends of the Library and the Library Board. Later, **Santa** visited, which is always fun for the kids. During Christmas Break, we showed several festive kid’s movies.



In January we held several Spirit Nights and practice battles for the **Battle of the Books** program. Jake from “Jake and the Neverland Pirates” came during our Pirate Party.



Spring 2016:



Spring brought many programs, from an essential oil class for adults, to hosting illustrator Francis Vallejo. The **Easter Egg Hunt** was popular again this year.



Spring Break was all about travel. We created picture frames and scrapbooks for our memories, and built forts to pretend we were visiting faraway places. To finish the theme, we held a **Once upon an Ever After** party where kids could go wherever their imagination took them.

School tours started in late May and ran into early June. Most of the teachers from the elementary schools brought their students to the library to see what was new, and to help promote the Summer Reading Program.

Our summer reading theme this year was fitness, so we kicked off with an Olympic themed program.



Conclusion:



Over the course of the year, we held 183 programs and tours for the children of Portland, with an attendance of approximately 5138. Story Time and Busy Bees were offered throughout the year, as well as a mix of special programs and theme-based parties. By inviting children to the library for a variety of events and programs, we hope to foster an enduring love for the public library.

Programs and Classes for Teens:

Summer 2015:

This was the year to revamp the teen summer reading program. They read books of different genres and completed bingo cards. They turned the cards in for a chance to win prizes. And we held our first annual NerdCon for all things nerdy! It was a great event.

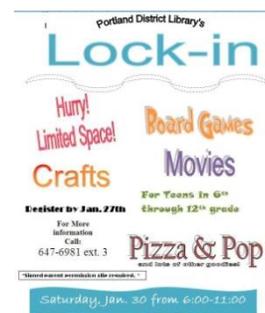
Fall 2015:



We started an after-school club that met once a month on Thursdays. We did a variety of crafts and projects.

Winter 2015/2016:

We had a crochet class in December, and in January we celebrated the Norse Gods with a Rick Riordan party. To break up the winter blues, we hosted a lock-in as well.



Spring 2015:

We decorated eggs, introduced various board games during board game night, and enjoyed Tacos for Cinco de Mayo.



Conclusion:

Over the course of the year, we held 53 programs for the teens of Portland, with an attendance of around 689.

Adult Events and Programs:

Summer 2015:

The adult writers club, decided to meet bi-weekly, but otherwise continued throughout the entire year. The members of this group come from all over the county, and we're happy to provide them with a regular space to meet. We continued our one-on-one computer help three times a week.

In July, we had our second "Art After Dark" program, with five people creating altered book art.

August brought another installment of "Art After Dark," which brought 12 people into the library for mosaics. In addition, we had a visit from the Overdrive Digital Bookmobile—32 people toured the bookmobile while it was here, learning more about downloadable books.

Fall 2015:

September's "Art After Dark" program involved making clay pots, which 10 people joined us for.

11 people came to the library in October to paint, as part of our "Art After Dark" series.

November brought Kathleen Hengesbach, educating six people on estate planning. Everyone in attendance got a lot out of the session. We also had another installment of a craft program to help patrons get a head start on their holidays. Six people showed up to make holiday ornaments, decorations, and a cookie-mix-in-a-jar. And finally, five people showed up for November's printmaking "Art After Dark."

Winter 2015/2016:

The holiday season kicked off with the Friends of the Library decorating the building in festive finery. The library was an official drop spot for *Toys for Tots* again this year. The Library Board and the Friends of PDL partnered with the library to host a holiday open house complete with crafts, prize drawings, delicious food, and live reindeer. 430 people attended this incredible event.

For the second year, PDL served as a satellite site for the Calvin College January series. This means that we are able to live stream one-hour lectures by renowned authors for our patrons. Attendance at this series more than doubled, I think in part due to our increased promotions and the snacks we served. January's Art After Dark, String Art, had 11 attendees.

February kicked off another year of the Ionia County Library Association's "On the Same Page" program. This program tries to get everyone in the county reading and discussing the same book, which this year was **The Rosie Project** by Graeme Simsion. Once again, we gave away 30 copies of the book to patrons in exchange for the donation of a canned good.

Spring 2016

"On the Same Page" continued in March, with a "Friends of the Library" book discussion, and a finale event for all the libraries at an Ionia pub. In March, we also had our first annual "Portland Creates" all-ages art contest. There were 131 entries, 940 votes, and over 200 people attended the closing reception.

In May, the glass vessels installment of "Art After Dark" drew five people.



Swinaina Girl by Mckavln Zigler

Other Services:

The library provides a fax machine, laminating machine, and a copier for a nominal fee for public use. There are several areas that provide patrons an opportunity to put up local flyers on community boards. Tax forms are available in the spring, making us one of the only places in Portland to pick up hard copies of the forms. We also participate in the Michigan Adventure Pass program—which provides free or reduced admission to a variety of cultural venues and state parks throughout the state.

Computers:

We have eight adult Internet computers with access to both a black and white and a color printer. In addition to internet access, Microsoft Office (which includes word, excel, and publisher) is available for patron use on these computers. We offer Ancestry.com, a genealogy database, for use on the library computers. Patrons were allowed 60 minutes, with an opportunity to extend their time by 30 minutes, on seven of the eight computers. Patrons were allowed to extend their time twice, as long as there was no waiting list. They have been permitted to use the computers twice a day with a two hour wait period between sessions. The eighth computer is an "Express" station- fifteen minutes of computer time only. This is for people who simply want to stop in to check email or look up quick information. There are eight computers available in the children's room for those under 14 years of age. Five are for school age children and have filtered Internet access. The other three are AWE early literacy computers. These have touch screens and contain a huge variety of educational games and activities. They have proven to be very popular with our younger patrons.

Along with the service of high speed Internet access, the library is a free wireless access point, which many patrons take advantage of by bringing their own laptops in to use.

Meeting Room and Display Case:

The Community Meeting Room, located at the bottom of the stairs, has been used several times each month by local groups or committees. Groups who would like to use this room need to register in advance. The room is free to non-profit organizations—otherwise there is a nominal fee.

One of the goals of the library is to involve the community in decorating the display case found in the lower level lobby with a different exhibit each month. This year we had several interesting and unique collections on show for the public. Some of those collections were a holiday display, a historical society display of local women, a collection of antique auto repair tools, and the Portland Garden Club geranium sale.

Website

The site currently has links to Mel.org (interlibrary loan and databases), Overdrive



Media site, where one can go to download books, Pronunciator, our language learning site, and the PDL blog. Also, for their convenience, patrons can view the catalog on the website, place holds on PDL books, and renew their books.

There is a reference and genealogy page for people looking for information and quick links to local and national sites. A review page holds information on new book arrivals. The children's, teen, adult, and *Friend of the Library* pages are good pages to look at when you need to

find information about their events and activities.

Visit the website at www.pdl.michlibrary.org.

Director's Report

This year was all about the community partnering with the library to create and support several initiatives. The Library board and staff have spent the past five years focusing on improving the library experience for patrons, and it is extremely gratifying to witness the generosity and hard work of the public

While the millage renewal vote technically fell in fiscal year 2016/17, most of the hard work fell in this fiscal year. A county-wide committee of concerned citizens was formed to spread the word on the campaign, and they were dedicated and inspiring. There was plenty of work to be done on the library level—library staff, the board, and the Friends of the Portland District Library were kept busy! It's always difficult to ask for support, especially of the financial sort, but this community could not have been more supportive. The number of people who visited our booth at local events, attended our programs, and pledged their support was overwhelming. This millage renewal would not have passed without the support of this community.

For the first time this year, we held our “Portland Creates” event, an all-ages art contest that allowed us to work with some groups that we don’t always have as much contact with. We were able to get a grant from the Michigan Council for Arts and Cultural Affairs and Lowell Arts!, without which none of this would have been possible. Several local groups were involved, including local art teachers, Portland Federal Credit Union, and the Portland Community Arts Council. Participation exceeded our expectations, and the excitement that was evident from both the artists and the public was the best reward.

A long-time dream of library staff came true with the creation of the Children’s Storytime garden, which celebrates the life of beloved local teacher, Diane Wdzenczny. The entire community was so generous—with their time, enthusiasm, plants, and monetary donations—that the garden turned out better than we ever could have imagined. Losing someone is a terrible thing, but I’m happy that the library could play a small part in helping the community heal.

All in all, it was a wonderful year, and I look forward to more of the same. There are some exciting projects brewing on the back burner, including the digitization of the local history collection, help for local entrepreneurs, and some ideas to make the library more attractive to those who don’t usually use it. Together, we can make all this happen . . . and more.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-05

A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR TO SIGN A CONTRACT WITH AT&T FOR TELEPHONE SERVICE

WHEREAS, the City had various phone lines under a State of Michigan MiDEAL contract with AT&T, however, AT&T has recently been removed from the MiDEAL program; and

WHEREAS, City staff is researching other options, but recommend that the City enter into a limited one year contract with AT&T in order to fully explore other viable long-term options; and

WHEREAS, City staff recommends that City Council approve the one year contract from AT&T for approximately \$13,000.00 per year, a copy of the contract is attached as Exhibit A; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes, and directs the Mayor to sign the proposed contract for local telephone service with AT&T, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2017

Monique I. Miller, City Clerk



AT&T BUSINESS LOCAL CALLING
ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
City of Portland Street Address: 259 KENT ST City: Portlans State/Province: MI Zip Code: 48875-1458 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Mindy Tolan Title: Deputy Treasurer Street Address: 259 KENT ST City: City of Portland State/Province: MI Zip Code: Country: Telephone: (517) 647-2941 Fax: Email: mindy@portland-michigan.org Customer Account Number or Master Account Number: 517-647-7531 355	Name: Jack Tylus Street Address: 502 Beach St City: Flint State/Province: MI Zip Code: 48502 Country: USA Telephone: 810-513-3747 Fax: Email: JT5824@att.com Sales/Branch Manager: Miless Olson SCVP Name: Dino Perone Sales Strata: LGEM Sales Region: NE <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

Customer agrees to purchase the Service identified below in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. "Service Publication" means a Tariff, Guidebook or Service Guide. The Service is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication in any way. In the event a Service Publication term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The applicable AT&T Service Publication(s) for each state are identified in Attachment A.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

AT&T BUSINESS LOCAL CALLING
ILEC Confirmation of Service Order

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

Business Package ("Service")	Service Providing Affiliate(s) and Service Publication(s), as applicable
AT&T Business Local Calling ("BLC")	Listed in Attachment A

1.2 Service Description - Available Line Option Package(s); Service Components

Identified for the Service in applicable Service Publication(s)

1.3 Eligible Billing Telephone Numbers (BTNs)

See Attachment B

2. TERM and EFFECTIVE DATES

Term	12 Months
Term Start Date	The next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Per Billing Telephone Number ("BTN"), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems
Rates Following End of Term	Applicable Service Publication rates then in effect

3. RATES and INITIAL ORDER

- Monthly Recurring Charge (MRC)
- Non-Recurring Charge (NRC)

3.1. Monthly Rates - Rates in this section 3.1 are stabilized until the end of the Term.

Line Option Packages	MRC Per BLC Line
Unlimited A (Option A)	\$60.00
Unlimited B (Option B)	\$55.00*
*BLC Unlimited B Package pricing does not include Standalone Vertical Features as identified in the applicable Service Publication	

3.2. BLC Unlimited A and B (Standalone Vertical Features) - MRC

Each Standalone Vertical Feature* (as identified in the applicable Service Publication)	MRC
Per BLC line	As per applicable Service Publication
* If vertical feature is not part of Line Option Package	

3.3 BLC Unlimited A and B NRC Waivers

Each Standalone Vertical Feature (as identified in the applicable Service Publication)	NRC
Per BLC line	All NRCs are waived, except any NRCs associated with Standalone Vertical Features added after the initial access line order, as per applicable Service Publication

**AT&T BUSINESS LOCAL CALLING
ILEC Confirmation of Service Order**

3.4 Quantity Commitment

Number of BLC access lines subscribed to on the initial order associated with BTNs listed in Attachment B ("Quantity Commitment"):	17
--	----

4. EARLY TERMINATION CHARGE

If Customer terminates the CSO before the expiration of the Term, Customer will pay the Early Termination Charge below, subject to the exceptions described herein.

Service Components	State(s)	Applicable Rate Applied for Calculation of Early Termination Charges
BLC access lines subject to Quantity Commitment	AR, CA, IN, KS, MO, NV, OH, OK, TX, WI, AL, FL, GA, KY, LA, MS, NC, SC, TN	\$15.00
	Illinois	\$6.50
	Michigan	\$9.50
<p align="center">Early Termination Charge = (Rate for Early Termination Charges) x (Initial Quantity Commitment) x (number of months remaining in Term)</p>		

The termination charges above may not apply if:

- (i) Customer concurrently converts to another AT&T access and local usage plan with a term equal to or greater than the time left on the Business Local Calling Plan.
- (ii) Customer concurrently converts to an upgraded technology with AT&T and commits to a term equal to or greater than the time remaining on the Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause.
- (iii) Customer terminates this agreement and executes a new Business Local Calling agreement with a term period greater than the time remaining on the existing Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement.

5. GENERAL PROVISIONS

- Additional BLC access lines under a BLC account may be ordered during the Term.
- BLC access lines subscribed to under a Line Option Package may not be placed on Customer-initiated temporary suspension.

Attachments A and B follow

AT&T BUSINESS LOCAL CALLING
ILEC Confirmation of Service Order

ATTACHMENT A

AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE

Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
AT&T Alabama	AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/al/product_line.htm
AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/ar/index.html
AT&T California	AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8	http://cpr.att.com/guidebook/ca/index.html http://cpr.att.com/guidebook/cf/index.html#section1
AT&T Florida	AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/fl/product_line.htm
AT&T Georgia	AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ga/product_line.htm
AT&T Illinois	AT&T Illinois Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/il/index.html
AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ks/index.html
AT&T Kentucky	AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ky/product_line.htm
AT&T Louisiana	AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/la/product_line.htm
AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
AT&T Mississippi	AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ms/product_line.htm
AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.htm
AT&T Nevada	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	http://cpr.att.com/guidebook/nv/index.html#section1
AT&T North Carolina	AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/nc/product_line.htm
AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
AT&T South Carolina	AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/sc/product_line.htm
AT&T Tennessee	AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/tn/product_line.htm
AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

AT&T BUSINESS LOCAL CALLING
ILEC Confirmation of Service Order

ATTACHMENT B
BILLING TELEPHONE NUMBER (BTN) LIST

(All Lines under each BTN must be subscribed to a Line Option Package.)

Customer: Enter Customer's Legal Name as it appears on the Confirmation of Service Order / Pricing Schedule

check this box if BTNs are listed on an excel form and this page is blank.
The Attachment B excel form must be submitted with the contract.

*Required Fields

*Main BTN, with area code and customer code:	517 647 7531 355	*State of Main BTN: (ex: IL)	MI
---	------------------	-------------------------------------	----

Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555-1234 xxx, or 3122551234xxx)	BTN State (ex: FL)	Check For Winback
517 647 7531 355	MI	<input checked="" type="checkbox"/>
517 647-6510 319	MI	<input checked="" type="checkbox"/>
517 647 6926 131	MI	<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: FL)	Check For Winback
		<input checked="" type="checkbox"/>

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-06

**A RESOLUTION APPROVING A CONTRACTUAL RATE INCREASE FOR
RESIDENTIAL TRASH PICK UP**

WHEREAS, the City entered a contract for residential trash pick up with Granger Container Service that allows the contract to be increased based upon the Consumers Price Index (CPI) capped at 3% for the service years February 1, 2014 through January 31, 2017; and

WHEREAS, residential trash pick up rates were increased 1.2% in 2011 and 3% in 2012 (because CPI index was 3.3% and the cap was 3%), and 1.1% in 2013 and 1.6% in 2014, and no increase in 2015; and

WHEREAS, Granger has requested a CPI adjustment for the coming year at 2.1% based upon the Consumer Price Index from the U.S. Bureau of Labor Statistics. Please see email from Granger Representative, Sean McHugh attached hereto, as Exhibit A; and

WHEREAS, a 2.1% increase would change residential trash hauling rates to the following:

<u>Service type</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Large Cart Service	\$7.03/mo	\$7.18/mo
Small Cart Service	\$6.53/mo	\$6.67/mo
Bag tags	\$1.46/tag	\$1.49/tag

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves a 2.1% rate increase for residential trash pick-up beginning in February 2017 with the bills mailed out in March 2017.
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: February 6, 2017

Monique I. Miller, City Clerk

S. Tutt Gorman

From: Sean McHugh <SMcHugh@grangernet.com>
Sent: Wednesday, January 18, 2017 9:29 AM
To: S. Tutt Gorman
Subject: 2017 Trash Agreement Extension Pricing

Flag Status: Flagged

Tutt,

Good morning. I am late getting you these figures. The Fed just released 2016 CPI numbers (see below).

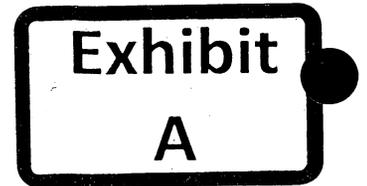
Can you create the extension for the 2017 year with 2.1% as the increase, please?

If you have questions, please let me know.

Thanks,

Sean

	Feb 2016 - Jan 2017	Feb 2017 - Jan 2018
SERVICE TYPE	PRICE (MONTHLY)	PRICE (MONTHLY)
TWO (2) LARGE CARTS - REGULAR	\$14.06	\$14.36
TWO (2) LARGE CARTS- SENIOR	\$14.06	\$14.36
LARGE CART- REGULAR	\$7.03	\$7.18
LARGE CART- SENIOR	\$7.03	\$7.18
REGULAR CART - REGULAR	\$6.53	\$6.67
REGULAR CART- SENIOR	\$6.53	\$6.67
BAG TAGS	\$1.46/Tag	\$1.49/Tag



				Feb 2016 - Jan 2017	Feb 2017 - Jan 2018
LOCATION	SERVICE TYPE	QUANTITY	FREQUENCY	PRICE (MONTHLY)	PRICE (MONTHLY)
600 MORSE DRIVE	2 YARD FEL	1	1X/WEEK	\$152.58	\$155.79
600 MORSE DRIVE	2 YARD FEL (SWITCHER)	1	1X/WEEK	\$0.00	\$0.00
451 MORSE DRIVE	6 YARD FEL	1	3X/WEEK	\$374.26	\$382.12
723 E. GRAND RIVER	2 YARD FEL	1	1X/WEEK	\$152.58	\$155.79

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-07

**A RESOLUTION APPROVING BILL NO. 7 TO THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR WORK PERFORMED ON THE KENT STREET
IMPROVEMENT PROJECT**

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

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

WHEREAS, MDOT has submitted Bill No. 7 requesting a progress payment in the amount of \$85,704.94 for work performed, a copy of Bill No. 7 is attached as Exhibit A; and

WHEREAS, the City Engineer on this Project has reviewed Bill No. 7 and is recommending the City Council approve payment in the amount of \$85,704.94, a copy of the engineer's letter is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the City Engineer's recommendation to approve Bill No. 7 and authorizes payment in the amount of \$85,704.94 to the Michigan Department of Transportation, a copy of the engineer's letter is attached as Exhibit B.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2017

Monique I. Miller, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
Financial Operations
LOCAL PROGRESS BILLINGS
INVOICE

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

Invoice Number:	591-8138484
Customer Id:	70111
Invoice Date:	January 13, 2017
Total Due:	\$85,704.94

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

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

PO Number
126247A

Invoice Item	Qty	Unit Cost	Sales Tax	Total Cost
JOB# 126247A ITEM# HK0575	1.00	\$85,704.94	\$0.00	\$85,704.94

PAYMENT DUE AS SPECIFIED IN THE SIGNED AGREEMENT

Total Invoice: **\$85,704.94**

Payment Due: February 12, 2017

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

LANSING, MI 48909

(Please note or make any address corrections below.)

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

INVOICE NUMBER 591-8138484 FIN AP

PO Number
126247A

Exhibit
A

Total Due: \$85,704.94

Page 1 of 1

FEDERAL ITEM HK0575
 JOB NUMBER 126247A
 AGREEMENT NO. 155478
 NAME / ADDRESS 010111
 RECEIPT CODE 899-14-00
 899-92-203

Bill NUMBER 7

LOCALITY CITY OF PORTLAND 15-2510

DESCRIPTION CITY OF PORTLAND, PART A: HOT MIX ASPHALT COLD MILLING AN
 RESURFACING WORK ALONG KENT ST FROM THE SOUTH LIMITS OF
 THE CITY OF PORTLAND NORTHEASTERLY TO ACADEMY ST
 PART B: WATERMAIN AND SANITARY SEWER WORK IN THE LIMITS AS
 DESCRIBED IN PART A

CONTRACT AWARD 807,755.45

OTHER COST 500.00

TOTAL ESTIMATED PROJECT COST 808,255.45

ESTIMATED FEDERAL PARTICIPATION 375,000.00

ESTIMATED STATE PARTICIPATION 0.00

ESTIMATED LOCAL PARTICIPATION 433,255.45

ADVANCE BY LOCAL 0.00

ESTIMATED BILLABLE TO LOCAL 433,255.45

LOCAL CONTRACT COST TO DATE 487,094.32

LOCAL OTHER COST TO DATE 27.07

TOTAL LOCAL COST TO DATE 487,121.39

PREVIOUS BILLED 401,416.45

BALANCE OF ADVANCE BY LOCAL 0.00

LOCAL CURRENT MONTH CONTRACTOR COSTS 85,704.94

LOCAL CURRENT MONTH OTHER COSTS 0.00

TOTAL LOCAL BILL AMOUNT 85,704.94



FLEIS & VANDENBRINK

DESIGN. BUILD. OPERATE.

January 26, 2017

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

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

Dear Mr. Gorman:

Attached is a copy of MDOT's Description Report from MDOT. The invoice includes \$59,451.29 of road/general work, \$11,205.15 of water main work, \$13,302.65 of sanitary sewer work and \$1,745.85 of electrical related work.

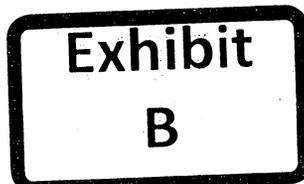
Based on our knowledge of the work completed on the project, and the methods used by MDOT to calculate the bill amount, we recommend that the City pay MDOT's Bill #7 in the amount of \$85,704.94.

If there are any questions, please call.

Sincerely,

FLEIS & VANDENBRINK

Jonathan W. Moxey, P.E.
Project Manager



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-08

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR TO SIGN A CONTRACT WITH WOW BUSINESS FOR THE POLICE
AND AMBULANCE DEPARTMENT**

WHEREAS, the City had various phone lines under a State of Michigan MiDEAL contract with AT&T, however, AT&T has recently been removed from the MiDEAL program; and

WHEREAS, City Council, through Resolution 17-05, approved the contract with AT&T for various City phone lines, excluding the Police and Ambulance Departments; and

WHEREAS, the Police and Ambulance Departments, in concert with the Fire Authority, has an opportunity to upgrade phone equipment and other services by entering into a three year contract with WOW Business; and

WHEREAS, City staff recommends that City Council approve the three year contract from WOW Business for the Police and Ambulance Department, a copy of the contract is attached as Exhibit A; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes, and directs the Mayor to sign the proposed contract with WOW Business for the Police and Ambulance Department, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2017

Monique I. Miller, City Clerk

BUSINESS SERVICE ORDER

**PENDING
PRICE
APPROVAL**

BUSINESS: Portland Emergency Services
CONTACT: David Kirk

Phone: (517) 647-2934
Fed Tax ID:

Date: 2/3/2017
Quote #: OPP-391286

PHYSICAL ADDRESS
773 E GRAND RIVER AVE
PORTLAND MI 48875-1478

BILLING ADDRESS
773 E GRAND RIVER AVE
PORTLAND MI 48875-1478

CONTRACT TERM
36 month(s)

SALES REP
Autumn Anderson
(517) 202-3250
autumn.anderson@wowinc.com

Data						
Performance High Speed Internet 120/15	High Speed Internet 120mbps/15mbps	New	1	\$79.99	\$0.00	\$79.99
HSI Modem Rental	Modem Rental Fee	New	1	\$7.00	\$0.00	\$7.00
Total:					\$ 0.00	\$ 86.99
Voice						
Hosted VoIP VVX300 IP Phone - 6 Line Handset	Polycom VVX300 IP Phone - 6 Line Handset	New	3	\$4.50	\$0.00	\$13.50
Hosted VoIP Premium Auto Attendant	Premium Auto Attendant for options based call routing	New	1	\$15.00	\$0.00	\$15.00
Hosted VoIP Professional Phone	Hosted VoIP Professional Phone line with features	New	7	\$39.99	\$0.00	\$279.93
Multi-Line Hunt Group Pilot Number	Multi-Line Hunt Group Pilot Number	New	2	\$0.00	\$0.00	\$0.00
Business Phone Complete COAX (1 - 4 Lines)	Analog phone line with advanced business features (1 to 4 lines) (VM, Unlimited LD Included)	New	1	\$20.99	\$0.00	\$20.99
Hosted VoIP 24 Port PoE LAN Switch	24 Port Ethernet LAN Switch for Hosted VoIP	New	1	\$24.99	\$0.00	\$24.99
Hosted VoIP Analog Telephone Adapter	Cisco SPA112 ATA Phone Adapter with Router. For use with FAX machines and traditional analog phones.	New	1	\$2.95	\$0.00	\$2.95
Hosted VoIP Basic Phone (analog)	Analog phone line for use with Hosted VoIP. Long Distance at \$.05 per minute unless other LD option is chosen.	New	1	\$16.99	\$0.00	\$16.99
Hosted VoIP Installation - Per Connected Site	Initial Installation Charges for Hosted VoIP - Per Connected Site	New	1	\$199.00	\$199.00	\$0.00
Hosted VoIP Management Fee	Per Seat Management Fee for Management & Support	New	9	\$0.00	\$0.00	\$0.00
Hosted VoIP Multi Line Hunt Group Line	Additional Line for Existing IP Phone	New	4	\$0.00	\$0.00	\$0.00
Hosted VoIP Router	Adtran 3140 Router - Service Includes 1 Per Connected Site for Hosted VoIP Service	New	1	\$0.00	\$0.00	\$0.00
Hosted VoIP VVX400 IP Phone - 12 Line Handset with Color Screen	Polycom VVX400 IP Phone - 12 Line Handset with Color Screen	New	4	\$6.00	\$0.00	\$24.00
Total:					\$ 199.00	\$ 398.35
Cable TV						
Basic Cable (ICOMS)	News, Weather, Sports Channels	Renewal	1	\$0.00	\$0.00	\$0.00
Sports Surcharge	Offsets some cost WOWI must pay to sports programmers	Renewal	1	\$2.00	\$0.00	\$2.00
Digital Adapter	Digital Adapter	Renewal	4	\$2.00	\$0.00	\$8.00
Digital Basic	Digital Basic	Renewal	1	\$0.00	\$0.00	\$0.00
Broadcast TV Fee	Offsets some retransmission cost WOWI must pay to broadcast stations	Renewal	1	\$10.00	\$0.00	\$10.00
Total:					\$ 0.00	\$ 20.00
Total:					\$ 199.00	\$ 505.34

Special Instructions:

Installation fee for hosted services 1/2 off. \$199.00.
 Free franchised TV approved. Fees will be billed.
 30-60 day installation timeframe.
 Merging wow fire account. Static IP is not Needed.

Directory Listing: PORTLAND EMERGENCY SERVICES	Listing: Listed
Directory Address: 773 E GRAND RIVER AVE PORTLAND MI 48875	Phone: (517) 647-4111
YP Heading: PORTLAND EMERGENCY SERVICES	SIC Code:

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply.

_____ (Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

1. Subscription to Services. By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <http://www.wowforbusiness.com/policies-and-terms> (the "General Terms"), which may be modified by WOW! from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <http://www.wowforbusiness.com/policies-and-terms> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by WOW! from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable WOW! Tariffs, which are available for review at <http://www.wowforbusiness.com/policies-and-terms>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version.

Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to increase at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

6. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

7. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new

umber on stationery or cards until after the install is complete.

. **Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" sting) is limited to the amounts paid by you to WOW! for the listing service.

9. **Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form for all months remaining in the applicable Service Order Term. Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of the downgrade; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges, all previously waived non-recurring charges for the Services and/or costs associated with implementing the downgrade; plus (c) 75% of the difference between the monthly recurring charges at the rates stated in the original Service Order form and the monthly recurring charges at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Unless otherwise agreed to by Customer, non-bulk video services are not subject to early termination fees. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

10. **Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

11. **Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

12. **Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

13. **Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Date: _____

Print Name: _____

Print Name: Autumn Anderson

Title: _____

Title: BAE 1

Date: _____

Service Address: 773 E GRAND RIVER AVE PORTLAND MI 48875-1478

Phone: (517) 647-2934

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

Dated: Jan-26-2017

Expiration Date: Feb-28-2017

Core Technology Corporation

Sarah Lee
7435 Westshire Dr., Lansing, MI 48917
Phone: (800) 338-2117
Fax: (517) 627-8944
smlee@coretechcorp.com

Customer

Chief David Kirk
Portland Police Department
773 E. Grand River
Portland, MI 48875

QTY	SERVICES	UNIT PRICE	LINE TOTAL
1	Data Conversion from New World system located at Ionia County.	\$7,500.00	\$7,500.00
Subtotal			\$7,500.00
Net Total (USD)			\$7,500.00

Notes

- * We would need remote access to the New World server AND the New World database from our server here at the Core Service Bureau (CSB) and permissions to query that database so we can do the conversion. We can do the remote access via a remote access software tool that you are comfortable with or we have our own tool as well.
- * New World is a pretty standard conversion for us but we may need a "site expert" to answer questions if something about your specific database comes up.

Payment Terms

Software license fees are invoiced and due upon receipt of the order. Annual Support fees are invoiced and due after software implementation. First year software subscription fees are due upon receipt of order, and at each anniversary thereafter. Service fees are invoiced 50% upon receipt of order and 50% at completion of services. This price quote does not include tax.

Terms & Conditions

This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

Order Authorization

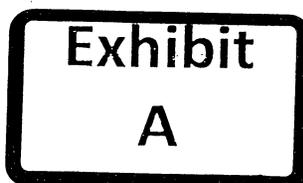
Completion of this section indicates full acceptance of the items above. All Customer purchase orders for products and services are subject to Core Technology Corporation's End User License Agreement, Terms and Conditions. Please attach a purchase order to this quote and fax it to: (517) 627-8944.

Authorized Signature

Date

Printed Name

Title



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 17-10

**A RESOLUTION APPROVING THE MICHIGAN MAIN STREET PROGRAM
COMMUNITY REQUIREMENTS AND EXPECTATIONS AGREEMENT**

WHEREAS, the Michigan Main Street Program has a contract with the National Trust for Historic Preservation, National Main Street Center, in Washington D.C. to provide technical expertise, training, and services to designated Michigan communities; and

WHEREAS, the City of Portland Main Street Program is a designated community that has successfully completed all of the requirements and expectations at the Selected Level and has been accredited, by the Michigan Main Street Program; and

WHEREAS, the Michigan Main Street Program requires an agreement with accredited communities for the purpose of setting forth the requirements and expectations for the Local Main Street Program pursuant to its designation as a Master Michigan Main Street Community and pursuant to the contractual arrangement between the Michigan Main Street Program and the National Trust for Historic Preservation, National Main Street Center, in Washington D.C, a copy of which is attached as Exhibit A; and

WHEREAS, the City of Portland desires to continue its Michigan Main Street Program in the community.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes, and directs the City Manager to sign the Michigan Main Street Program Community Requirements and Expectations Agreement Master Level, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: February 6, 2017

Monique I. Miller, City Clerk

Michigan Main Street Program Community Requirements and Expectations Agreement

Master Level

THIS AGREEMENT is entered into and executed by the Michigan Economic Development Corporation (“MEDC”), whose address is 300 N. Washington Square, Lansing, MI 48913, and the Community of Portland, County of _____, State of Michigan (the “Community”) whose address (City, State, Zip Code) is _____, and its Local Program (“Local Program”) whose address (City, State, Zip Code) is _____, each of such parties being a “Party” to this Agreement, for the purpose of implementing the MEDC Michigan Main Street Program (“MEDC/MMS Program”) in the community.

WHEREAS, MEDC has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Chicago (the “NTHP NMSC”), to provide technical expertise, training and services to designated Michigan communities;

WHEREAS, the Community and Local Program have successfully completed all requirements and expectations of the Selected Level (which is the initial level of participation in the MEDC/MMS Program) and have been accredited based on the Ten Standards of Performance by the NTHP NMSC as outlined in Attachment 1;

WHEREAS, this Agreement is for the purpose of setting forth the MEDC/MMS Program requirements and expectations for the Community’s Local Program, pursuant to its designation as a Master Michigan Main Street Community and pursuant to contractual arrangements between the NTHP NMSC and MEDC, so as to assist in the revitalization of the designated Local Program area of Portland, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Community and its Local Program agree to these Minimum Participation Standards:

1. Employ a full-time (no less than forty (40) hours per week) program director for Local Program who will be responsible for the day-to-day administration of the Main Street program in the Community, and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, Local Program must make all efforts to hire a new director within a reasonable amount of time. Generally, an interim director should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.

2. Maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach, to actively lead Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.
3. Fund Local Program for the term of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled the MEDC/MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of Local Program. If the Community is temporarily without a program director or the program director is unable to attend, then a representative from the Community is required to attend in their place.
 - B. Absenteeism: An unexcused absence by the Local Program director, or a representative from the Community, will result in the suspension of all services. Once services are suspended, a written warning to the chair of the board and the program director will be issued requesting an explanation on why training sessions have not been attended. Services will be reinstalled once training issues are resolved.
 - C. Full-time equivalent (FTE): At minimum, one (1) individual from the community must be present for the entirety of the provided service. It is acceptable for two (2) individuals to divide the time between them, as long as the community is represented for the entirety of the provided service.
 - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC Quarterly Training.
 - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC Quarterly Training.
5. Submit complete and accurate monthly reports by the 10th of each month on the form provided by the MEDC/MMS Program.
6. Submit complete and accurate annual reports by the first Friday in f August each year on the form provided by the MEDC/MMS Program. (All such monthly and annual reports being hereinafter referred to as “**Reports.**”)
7. Maintain a current membership in the National Main Street Center Network.
8. Continue to meet the Ten Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Community must meet these standards at the end of each two-year period or this Agreement will be terminated and the Community will no longer be a MEDC/MMS certified community. All

rights associated with the Community's participation in the MEDC/MMS Program will be revoked including the right to use the MEDC/MMS Program name and logo.

9. Utilize the MEDC/MMS Program name and logo with the MEDC/MMS Program pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MEDC/MMS Program name and logo are trademark protected. Any MMS road signs given to the Community by the MEDC/MMS Program are property of the MEDC/MMS Program and shall be returned if the Community is no longer a MEDC Community. See Section III, Number 3, of this Agreement.
10. Maintain Local Program's boundaries and organization structure approved upon the Community's designation as a MEDC/MMS community. Changes to either of these require MEDC/MMS Program approval as it could affect the services provided to the Community.
11. Understand all requirements of this Agreement must be met regardless of changes within the Local Program, such as temporary displacement of program director. If requirements of this Agreement are not met, MEDC/MMS Program services will be suspended, and a written warning to the Chairperson of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met, MEDC/MMS Program services will be reinstated. If requirements continue to not be met, this Agreement will be terminated and Community will no longer be a MEDC/MMS community. All rights associated with the Community's participation in the MEDC/MMS Program will be revoked, including the right to use the MEDC/MMS Program name and logo.
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of its rights and responsibilities under this Agreement. The Community and the Local Program further acknowledge that the MEDC/MMS Program is not responsible to the Community and the Local Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MEDC/MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as a MEDC/MMS Community.

SECTION II. The MEDC/MMS Program agrees to provide these services:

1. Provide customized program training and technical assistance to each MEDC Community. Training and technical assistance are anticipated as follows, but may be modified by the MEDC/MMS Program, in its sole discretion, to meet programmatic needs:

Program Services provided to Master MEDC/MMS Communities:

- Manager Selection Assistance (C)*
 - Board Training (C)*
 - Manager Training (C)*
 - Work Plan Training (C)*
 - Committee Training (C)*
 - Main Street Building Basic (C)*
 - Design Services – remainder of services to the Community from Selected Level
 - MEDC/MMS Quarterly Trainings
 - Branding Service (C)*
 - Retail Merchandising (C)*
 - Biennial Program Evaluations (C)*
 - Accreditation w/ the National Main Street Center
 - MEDC/MMS Listserv Opportunities
 - Mentoring Opportunities
 - Eligible for seat on MEDC/MMS Advisory Committee
-

* (C) = Services provided within community

2. Conduct MEDC/MMS Quarterly Forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MEDC/MMS Communities.
3. Conduct a Biennial Program Evaluation for each Master Level Local Program. In order to receive this service, the Community and Local Program must be in compliance with the above Minimum Participation Standards (Section II.1 above)
4. Conduct a Check-in Visit for each Master Level Local Program, to occur in alternating years with the above Biennial Program Evaluation (II.3). The year following acceptance of Local Program into the Master Level, the Check-in Visit will be performed in order to informally assess and advise Local Program. The next year, the Biennial Program Evaluation will occur, and the schedule will continue to alternate as such for the term of this Agreement.
5. Provide advice, information, and additional on-site assistance to the Community, Local Program, its staff, and its Board of Directors upon request by Local Program and subject to the MEDC/MMS Program schedule, program constraints, staff availability, and costs associated with the request. MEDC may request the assistance of other State or Federal agencies.
6. Provide one (1) Design 101 Training workshop and the remainder of Design Services not utilized during the Community's participation in the Selected Level. The Design Services may be scheduled according to the Community's needs with a maximum of three (3) services provided per year as long as Local Program is in compliance with this Agreement.

7. Invite all Master MEDC communities to attend training and technical assistance opportunities in the other Selected or Master MEDC Communities.
8. Accredite, on behalf of the NTHP NMSC, all eligible MEDC communities that meet the above Minimum Participation Standards (Section II.1) and the NTHP NMSC Ten Standards of Performance outlined in Attachment 1.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** This Agreement, beginning January 1, 2017 shall remain in effect until the earlier of December 31, 2018, or such time as the “**Termination or Cancellation**” provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III.17.
2. **CONFIDENTIAL INFORMATION.** Except for information provided to MEDC at its request or as part of this Agreement, the Community, Local Program, and their employees, agents, and representatives shall not disclose, other than to the extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community and/or Local Program by MEDC (“**Confidential Information**”) without the written consent of MEDC. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Program from a third party with authorization to make such disclosures or is released with MEDC’s prior written consent.
3. **LICENSING OF CERTAIN MARKS.** MEDC grants to Local Program a license to utilize the MEDC/MMS Program trade names, trademarks, logo, and/or service marks (“**MEDC Marks**”) for the express purpose of publicizing the Community’s selection and involvement as a the MEDC/MMS Program Community. Local Program’s use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** Local Program acknowledges that it is being granted a limited license during the term of this Agreement by MEDC hereunder to use the MEDC Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to the MEDC Marks. Local Program acknowledges that MEDC owns all rights, title and interest in and to the MEDC Marks and that it will do nothing inconsistent with MEDC’s ownership of the Marks.
5. **INDEMNIFICATION AND LIABILITY INSURANCE.** The Community and its Local Program shall indemnify, defend, and hold harmless MEDC and its

subsidiaries, agents, employees and contractors from any damages, liability, costs or expenses that it may sustain through the negligence or willful acts of the Community and/or its Local Program pertaining to the performance of this Agreement. The Community and its Local Program shall maintain such insurance as shall be necessary to protect MEDC from claims that may arise out of or as a result of the Community's and/or Local Program's operations pursuant to this Agreement. The Community and/or Local Program will provide and maintain its own property damage insurance (written at not less than full replacement cost), workers compensation insurance (written for not less than any limits of liability required by law), and liability insurance (maintained at not less than \$1 million per occurrence, and \$5 million in the aggregate). MEDC shall be listed as an additional named insured on all such insurance policies. The Community and Local Program shall provide to MEDC periodic certificates of insurance to evidence the compliance with such insurance requirements, and, in any event, shall deliver such certificates to MEDC within 10 days after request by MEDC.

6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, the Community and its Local Program shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MEDC. Any future successors of the Community and/or Local Program will be bound by the provisions of this Agreement unless MEDC otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and Local Program shall comply with all applicable laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority (collectively, "laws"). The Community and/or Local Program is not, and will not during the term of this Agreement, be in violation of any laws to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not operate as a waiver unless otherwise stated in this Agreement, and will not excuse subsequent failures or delays, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right, and will not be construed as an automatic exercise of subsequent rights.

10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be reasonably identified by notifying Party. MEDC, the Community and Local Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
11. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community and its Local Program shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community and its Local Program shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a sub-contract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of law after the beginning date of this Agreement may result in its termination.
12. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this paragraph shall survive the termination of the cancellation of this Agreement.
14. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MEDC/MMS is limited to furnishing its technical services to the Community and its Local Program and thus nothing contained herein shall create any

employer-employee relationship. Further, this Agreement does not create a partnership relationship.

15. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.

16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

17. **TERMINATION OR CANCELLATION.**

A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community and its Local Program (“**Notice of Default and Intent to Terminate**”) upon the occurrence of any of the following events or conditions (“**Event of Default**”):

(i) any representation or covenant made by the Community and/or its Local Program is determined by MEDC, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;

(ii) the Community’s and/or its Local Program’s failure to comply with any of the requirements of this Agreement;

(iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.

B. Notwithstanding the foregoing, the Community and its Local Program acknowledges that MEDC’s performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects MEDC’s ability to fund and administer the MEDC/MMS Program, then MEDC may cancel this Agreement by providing notice to the Community and its Local Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community or its Local Program, or with such other time period as MEDC, in its sole discretion, deems reasonable.

- C. In addition to the above, either party may terminate its obligations under this Agreement, without cause, by giving the other party a 30-calendar day written notice of such termination.
- D. In the event that this Agreement is terminated, neither MEDC nor the Community or its Local Program shall have any further obligation to perform under this Agreement. The Community and/or Local Program shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement.
- E. In the event of termination or cancellation of this Agreement by the Local Program, the Local Program shall be obligated to reimburse MEDC for the cost of all third party services provided by MEDC to the Local Program pursuant to the terms of this Agreement. Such cost shall be determined solely by MEDC. The Local Program and the Community shall be jointly and severally liable for the payment of such reimbursement. Such reimbursement shall be made within thirty (30) days after delivery of an invoice therefor by MEDC.
18. **RESERVATIONS**. MEDC reserves the right to modify services provided to the Community and/or its Local Program as necessary.
19. **AUTHORITY TO EXECUTE THIS AGREEMENT**. The signatories below warrant that they are authorized to enter into this Agreement.
20. **Failure to sign and submit this agreement to MEDC on or before February 17, 2017 will result in the termination of the Community's participation in the MEDC/MMS Program.**

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

_____ (“COMMUNITY”)

BY: _____ (Date)
(City Manager or Village President)

_____, Michigan
(City or Village)

_____ (“LOCAL PROGRAM”)

BY: _____ (Date)
(Local Main Street Board Chairperson)

(Local Program)

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (“MEDC”)

BY: _____ (Date)
(Vice President of Community Development)

National Trust for Historic Preservation / National Main Street Center

**Ten Standards of Performance
for Accreditation**

1. Has broad-based community support for the commercial district revitalization process, with strong support from both the public and private sectors
2. Has developed vision and mission statements relevant to community conditions and to Local Program's organizational stage
3. Has a comprehensive Main Street work plan with measurable objectives
4. Possesses an historic preservation ethic
5. Has an active board of directors and committees
6. Has an adequate operating budget
7. Has a paid professional program director
8. Conducts a program of on-going training for staff and volunteers
9. Reports key statistics
10. Is a current member of the National Main Street Network

Michigan Main Street Program Community Requirements and Expectations Agreement

Master Level

THIS AGREEMENT is entered into and executed by the Michigan Economic Development Corporation (“MEDC”), whose address is 300 N. Washington Square, Lansing, MI 48913, and the Community of Portland, County of _____, State of Michigan (the “Community”) whose address (City, State, Zip Code) is _____, and its Local Program (“Local Program”) whose address (City, State, Zip Code) is _____, each of such parties being a “Party” to this Agreement, for the purpose of implementing the MEDC Michigan Main Street Program (“MEDC/MMS Program”) in the community.

WHEREAS, MEDC has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Chicago (the “NTHP NMSC”), to provide technical expertise, training and services to designated Michigan communities;

WHEREAS, the Community and Local Program have successfully completed all requirements and expectations of the Selected Level (which is the initial level of participation in the MEDC/MMS Program) and have been accredited based on the Ten Standards of Performance by the NTHP NMSC as outlined in Attachment 1;

WHEREAS, this Agreement is for the purpose of setting forth the MEDC/MMS Program requirements and expectations for the Community’s Local Program, pursuant to its designation as a Master Michigan Main Street Community and pursuant to contractual arrangements between the NTHP NMSC and MEDC, so as to assist in the revitalization of the designated Local Program area of Portland, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Community and its Local Program agree to these Minimum Participation Standards:

1. Employ a full-time (no less than forty (40) hours per week) program director for Local Program who will be responsible for the day-to-day administration of the Main Street program in the Community, and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, Local Program must make all efforts to hire a new director within a reasonable amount of time. Generally, an interim director should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.

2. Maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach, to actively lead Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.
3. Fund Local Program for the term of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled the MEDC/MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of Local Program. If the Community is temporarily without a program director or the program director is unable to attend, then a representative from the Community is required to attend in their place.
 - B. Absenteeism: An unexcused absence by the Local Program director, or a representative from the Community, will result in the suspension of all services. Once services are suspended, a written warning to the chair of the board and the program director will be issued requesting an explanation on why training sessions have not been attended. Services will be reinstated once training issues are resolved.
 - C. Full-time equivalent (FTE): At minimum, one (1) individual from the community must be present for the entirety of the provided service. It is acceptable for two (2) individuals to divide the time between them, as long as the community is represented for the entirety of the provided service.
 - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC Quarterly Training.
 - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC Quarterly Training.
5. Submit complete and accurate monthly reports by the 10th of each month on the form provided by the MEDC/MMS Program.
6. Submit complete and accurate annual reports by the first Friday in f August each year on the form provided by the MEDC/MMS Program. (All such monthly and annual reports being hereinafter referred to as “**Reports.**”)
7. Maintain a current membership in the National Main Street Center Network.
8. Continue to meet the Ten Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Community must meet these standards at the end of each two-year period or this Agreement will be terminated and the Community will no longer be a MEDC/MMS certified community. All

rights associated with the Community's participation in the MEDC/MMS Program will be revoked including the right to use the MEDC/MMS Program name and logo.

9. Utilize the MEDC/MMS Program name and logo with the MEDC/MMS Program pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MEDC/MMS Program name and logo are trademark protected. Any MMS road signs given to the Community by the MEDC/MMS Program are property of the MEDC/MMS Program and shall be returned if the Community is no longer a MEDC Community. See Section III, Number 3, of this Agreement.
10. Maintain Local Program's boundaries and organization structure approved upon the Community's designation as a MEDC/MMS community. Changes to either of these require MEDC/MMS Program approval as it could affect the services provided to the Community.
11. Understand all requirements of this Agreement must be met regardless of changes within the Local Program, such as temporary displacement of program director. If requirements of this Agreement are not met, MEDC/MMS Program services will be suspended, and a written warning to the Chairperson of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met, MEDC/MMS Program services will be reinstated. If requirements continue to not be met, this Agreement will be terminated and Community will no longer be a MEDC/MMS community. All rights associated with the Community's participation in the MEDC/MMS Program will be revoked, including the right to use the MEDC/MMS Program name and logo.
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of its rights and responsibilities under this Agreement. The Community and the Local Program further acknowledge that the MEDC/MMS Program is not responsible to the Community and the Local Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MEDC/MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as a MEDC/MMS Community.

SECTION II. The MEDC/MMS Program agrees to provide these services:

1. Provide customized program training and technical assistance to each MEDC Community. Training and technical assistance are anticipated as follows, but may be modified by the MEDC/MMS Program, in its sole discretion, to meet programmatic needs:

Program Services provided to Master MEDC/MMS Communities:

- Manager Selection Assistance (C)*
 - Board Training (C)*
 - Manager Training (C)*
 - Work Plan Training (C)*
 - Committee Training (C)*
 - Main Street Building Basic (C)*
 - Design Services – remainder of services to the Community from Selected Level
 - MEDC/MMS Quarterly Trainings
 - Branding Service (C)*
 - Retail Merchandising (C)*
 - Biennial Program Evaluations (C)*
 - Accreditation w/ the National Main Street Center
 - MEDC/MMS Listserv Opportunities
 - Mentoring Opportunities
 - Eligible for seat on MEDC/MMS Advisory Committee
-

* (C) = Services provided within community

2. Conduct MEDC/MMS Quarterly Forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MEDC/MMS Communities.
3. Conduct a Biennial Program Evaluation for each Master Level Local Program. In order to receive this service, the Community and Local Program must be in compliance with the above Minimum Participation Standards (Section II.1 above)
4. Conduct a Check-in Visit for each Master Level Local Program, to occur in alternating years with the above Biennial Program Evaluation (II.3). The year following acceptance of Local Program into the Master Level, the Check-in Visit will be performed in order to informally assess and advise Local Program. The next year, the Biennial Program Evaluation will occur, and the schedule will continue to alternate as such for the term of this Agreement.
5. Provide advice, information, and additional on-site assistance to the Community, Local Program, its staff, and its Board of Directors upon request by Local Program and subject to the MEDC/MMS Program schedule, program constraints, staff availability, and costs associated with the request. MEDC may request the assistance of other State or Federal agencies.
6. Provide one (1) Design 101 Training workshop and the remainder of Design Services not utilized during the Community's participation in the Selected Level. The Design Services may be scheduled according to the Community's needs with a maximum of three (3) services provided per year as long as Local Program is in compliance with this Agreement.

7. Invite all Master MEDC communities to attend training and technical assistance opportunities in the other Selected or Master MEDC Communities.
8. Accredite, on behalf of the NTHP NMSC, all eligible MEDC communities that meet the above Minimum Participation Standards (Section II.1) and the NTHP NMSC Ten Standards of Performance outlined in Attachment 1.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** This Agreement, beginning January 1, 2017 shall remain in effect until the earlier of December 31, 2018, or such time as the “**Termination or Cancellation**” provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III.17.
2. **CONFIDENTIAL INFORMATION.** Except for information provided to MEDC at its request or as part of this Agreement, the Community, Local Program, and their employees, agents, and representatives shall not disclose, other than to the extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community and/or Local Program by MEDC (“**Confidential Information**”) without the written consent of MEDC. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Program from a third party with authorization to make such disclosures or is released with MEDC’s prior written consent.
3. **LICENSING OF CERTAIN MARKS.** MEDC grants to Local Program a license to utilize the MEDC/MMS Program trade names, trademarks, logo, and/or service marks (“**MEDC Marks**”) for the express purpose of publicizing the Community’s selection and involvement as a the MEDC/MMS Program Community. Local Program’s use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** Local Program acknowledges that it is being granted a limited license during the term of this Agreement by MEDC hereunder to use the MEDC Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to the MEDC Marks. Local Program acknowledges that MEDC owns all rights, title and interest in and to the MEDC Marks and that it will do nothing inconsistent with MEDC’s ownership of the Marks.
5. **INDEMNIFICATION AND LIABILITY INSURANCE.** The Community and its Local Program shall indemnify, defend, and hold harmless MEDC and its

subsidiaries, agents, employees and contractors from any damages, liability, costs or expenses that it may sustain through the negligence or willful acts of the Community and/or its Local Program pertaining to the performance of this Agreement. The Community and its Local Program shall maintain such insurance as shall be necessary to protect MEDC from claims that may arise out of or as a result of the Community's and/or Local Program's operations pursuant to this Agreement. The Community and/or Local Program will provide and maintain its own property damage insurance (written at not less than full replacement cost), workers compensation insurance (written for not less than any limits of liability required by law), and liability insurance (maintained at not less than \$1 million per occurrence, and \$5 million in the aggregate). MEDC shall be listed as an additional named insured on all such insurance policies. The Community and Local Program shall provide to MEDC periodic certificates of insurance to evidence the compliance with such insurance requirements, and, in any event, shall deliver such certificates to MEDC within 10 days after request by MEDC.

6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, the Community and its Local Program shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MEDC. Any future successors of the Community and/or Local Program will be bound by the provisions of this Agreement unless MEDC otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and Local Program shall comply with all applicable laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority (collectively, "laws"). The Community and/or Local Program is not, and will not during the term of this Agreement, be in violation of any laws to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not operate as a waiver unless otherwise stated in this Agreement, and will not excuse subsequent failures or delays, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right, and will not be construed as an automatic exercise of subsequent rights.

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11. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community and its Local Program shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community and its Local Program shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a sub-contract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of law after the beginning date of this Agreement may result in its termination.
12. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this paragraph shall survive the termination of the cancellation of this Agreement.
14. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MEDC/MMS is limited to furnishing its technical services to the Community and its Local Program and thus nothing contained herein shall create any

employer-employee relationship. Further, this Agreement does not create a partnership relationship.

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A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community and its Local Program ("**Notice of Default and Intent to Terminate**") upon the occurrence of any of the following events or conditions ("**Event of Default**"):

(i) any representation or covenant made by the Community and/or its Local Program is determined by MEDC, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;

(ii) the Community's and/or its Local Program's failure to comply with any of the requirements of this Agreement;

(iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.

B. Notwithstanding the foregoing, the Community and its Local Program acknowledges that MEDC's performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects MEDC's ability to fund and administer the MEDC/MMS Program, then MEDC may cancel this Agreement by providing notice to the Community and its Local Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community or its Local Program, or with such other time period as MEDC, in its sole discretion, deems reasonable.

- C. In addition to the above, either party may terminate its obligations under this Agreement, without cause, by giving the other party a 30-calendar day written notice of such termination.
- D. In the event that this Agreement is terminated, neither MEDC nor the Community or its Local Program shall have any further obligation to perform under this Agreement. The Community and/or Local Program shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement.
- E. In the event of termination or cancellation of this Agreement by the Local Program, the Local Program shall be obligated to reimburse MEDC for the cost of all third party services provided by MEDC to the Local Program pursuant to the terms of this Agreement. Such cost shall be determined solely by MEDC. The Local Program and the Community shall be jointly and severally liable for the payment of such reimbursement. Such reimbursement shall be made within thirty (30) days after delivery of an invoice therefor by MEDC.
18. **RESERVATIONS.** MEDC reserves the right to modify services provided to the Community and/or its Local Program as necessary.
19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.
20. **Failure to sign and submit this agreement to MEDC on or before February 17, 2017 will result in the termination of the Community's participation in the MEDC/MMS Program.**

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

("COMMUNITY")

BY: _____
(City Manager or Village President) (Date)

_____, Michigan
(City or Village)

("LOCAL PROGRAM")

BY: _____
(Local Main Street Board Chairperson) (Date)

(Local Program)

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY ("MEDC")

BY: _____
(Vice President of Community Development) (Date)

National Trust for Historic Preservation / National Main Street Center

**Ten Standards of Performance
for Accreditation**

1. Has broad-based community support for the commercial district revitalization process, with strong support from both the public and private sectors
2. Has developed vision and mission statements relevant to community conditions and to Local Program's organizational stage
3. Has a comprehensive Main Street work plan with measurable objectives
4. Possesses an historic preservation ethic
5. Has an active board of directors and committees
6. Has an adequate operating budget
7. Has a paid professional program director
8. Conducts a program of on-going training for staff and volunteers
9. Reports key statistics
10. Is a current member of the National Main Street Network

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_____ (“COMMUNITY”)

BY: _____ (Date)
(City Manager or Village President)

_____, Michigan
(City or Village)

_____ (“LOCAL PROGRAM”)

BY: _____ (Date)
(Local Main Street Board Chairperson)

(Local Program)

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (“MEDC”)

BY: _____ (Date)
(Vice President of Community Development)

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, January 16, 2017

In Council Chambers at City Hall

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

Absent: Mayor Barnes

Guests: Kathy Parsons; Mike Judd

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

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston

Nays: None

Absent: Barnes

Adopted

Motion by Baldyga, supported by Johnston, to excuse the absence of Mayor Barnes.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons

Nays: None

Absent: Barnes

Adopted

Under City Manager Report, City Manager Gorman stated that he met with the Supervisors of both Danby Twp. and Portland Twp. to discuss several topics but to specifically discuss the Portland Area Municipal Authority (PAMA) related to ensuring that there is not a duplication of services with the Portland Area Fire Authority (PAFA). The jurisdictions are going to move forward with gathering more information on this issue.

The City Council Annual Goal Session will be held Monday, January 30, 2017 at 5:00 P.M. at City Hall.

City Manager Gorman reported that City Staff is exploring the option of privatization of the Wastewater Treatment Plant. A meeting was held this week to look at the “big picture” of taking this action. Further discussion will be postponed for a year or two at which time the current Wastewater Superintendent will retire. This time period will also coincide with the union contract negotiation period. Council will address this issue at its upcoming goal session.

Officer Tom Teitsma will be retiring after 27 years of service to the Portland Police Department. There will be a formal recognition of his service in the near future.

City Manager Gorman noted the very high river levels and noted that the City does monitor the river levels. They peaked last week and have now begun to recede.

In regard to the potential development by Sparrow on the property at Grand River Ave. and Cutler Rd., the purchase document language is in the process of being reviewed and edited.

Under Presentations, DDA/Main Street Transitional Coordination Director Briggs stated that the hiring process for a new DDA/Main Street Director is ongoing, the committee is currently in the process of reviewing the submitted resumes for the position. Representatives of the National Main Street Program will be Portland next week for the Refresh program. They have been invited to attend the Grand River Water Trail Meeting that will be held from 9:00 A.M. – Noon on Thursday, January 26, 2017 as they may be able to incorporate this process into the Main Street program's strategy plan. The DDA will be focusing on implementation of the DDA Development Plan adopted in May of 2014 and planning for the Fiscal Year 2017/2018 Budget.

Under New Business, the Council considered Resolution 17-02 to approve Farabee Mechanical's proposal to perform maintenance and inspection on the diesel generators in the amount of \$16,969.00 contingent on the approval of the Board of Light & Power.

Motion by Baldyga, supported by Johnston, to approve Resolution 17-02 approving Farabee Mechanical's proposal to perform maintenance on the diesel generators contingent upon the approval of the Board of Light & Power.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons

Nays: None

Absent: Barnes

Adopted

The Council considered Resolution 17-03 to approve Farabee Mechanical's proposal to perform improvements on the two diesel generators in the amount of \$22,496.00 contingent on the approval of the Board of Light & Power.

Motion by Fitzsimmons, supported by Baldyga, to approve Resolution 17-03 approving Farabee Mechanical's proposal to perform improvements on the diesel generators contingent upon the approval of the Board of Light & Power.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston

Nays: None

Absent: Barnes

Adopted

The Council considered Resolution 17-04 to approve a Resolution of Local Approval for a Specially Designated Merchant (SDM) License Application for Tom's Fuel Center who currently operates a gas station at 1700 E. Grand River Ave. They now seek to have a SDM License to sell beer and wine at that facility. The Michigan Liquor Control Commission requires a Resolution of Local Approval to be included in all completed license applications prior to review and approval.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 17-04 approving, authorizing, and directing the City Clerk to sign a Resolution of Local Approval for a Specially Designated Merchant (SDM) License Application for Tom's Fuel Center.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Baldyga
Nays: None
Absent: Barnes
Adopted

Motion by Baldyga, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on January 3, 2017, payment of invoices in the amount of \$112,122.25 and payroll in the amount of \$104,015.17 for a total of \$216,137.42. Purchase orders to Michigan Municipal Electric Association in the amount of \$5,946.00 for 2017 membership dues, Keusch Brothers in the amount of \$6,681.50 for the C&I Energy Optimization Program, MPPA in the amount of \$14,754.85 for 2017 membership dues, and the Portland Area Fire Authority in the amount of \$27,494.48 for 3rd Quarter Fire Services were also included.

Yeas: Baldyga, Fitzsimmons, VanSlambrouck, Johnston
Nays: None
Absent: Barnes
Adopted

Under City Manager Comments, City Manager Gorman stated that the Parks & Recreation Department will be hosting the Annual Daddy Daughter Dance in February. Due to capacity issues the event may be split into 2 nights.

There are currently 2 openings on the Board of Review and 1 on the Economic Development Corporation.

The Grand River Water Trail meeting will be held Thursday, January 26, 2017 from 9:00 A.M. to Noon and is open to the public.

City Manager Gorman reminded residents that parking is prohibited on City streets between 2:00 and 6:00 A.M. through April 1st to aid DPW crews in the safe removal of snow. He further reminded residents to remove snow from sidewalks and around fire hydrants.

City Manager Gorman asked residents to break down boxes that are put into the cardboard recycling container at the DPW. He also asked that when the container is full to wait until it is emptied to dispose of cardboard.

Under Council Comments, Council Member Baldyga asked for an update on the progress of construction on the Old School Manor.

City Manager Gorman stated that he will ask the project manager to give an update at the next meeting.

City Manager Gorman also stated that discussions between the affected parties are ongoing for the McDonald's property. He is cautiously optimistic that the redevelopment of McDonald's will move forward.

Mayor Pro-Tem VanSlambrouck stated that the VFW will host a Hamburger Night to raise funds for the Portland Community Fund. They are still working to replenish funds expended after the tornado.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston

Nays: None

Absent: Barnes

Adopted

Meeting adjourned at 7:38 P.M.

Respectfully submitted,

Joel VanSlambrouck, Mayor Pro-Tem

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the February 6, 2017 City Council Meeting

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

Present – Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga, and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Kirk; DDA/Main Street Transitional Coordination Director Briggs

Absent – Mayor Barnes

Presentation - DDA/Main Street Transitional Coordination Director Briggs presented a report on the DDA/Main Street activities.

Approval of Resolution 17-02 approving Farabee Mechanical’s proposal to perform maintenance on the diesel generators contingent upon the approval of the Board of Light & Power.

All in favor. Adopted.

Approval of Resolution 17-03 approving Farabee Mechanical’s proposal to perform improvements on the diesel generators contingent upon the approval of the Board of Light & Power.

All in favor. Adopted.

Approval of Resolution 17-04 approving, authorizing, and directing the City Clerk to sign a Resolution of Local Approval for a Specially Designated Merchant (SDM) License Application for Tom’s Fuel Center.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:38 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

City of Portland

Portland, Michigan

Minutes of the City Council Goal Session

Held on Monday, January 30, 2017

In the Executive Conference Room at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga, and Johnston

Staff: City Manager Gorman, City Finance Officer Kinde and City Clerk Miller

The session was called to order at 5:00 A.M. by Mayor Barnes.

Mayor Barnes provided information and feedback on the City Manager review and its process.

City Manager Gorman presented documents to Council including the goals submitted by the Department Heads, a results summary of the budget questionnaire completed by the Council Members, and the Master Plan Community Vision and Implementation.

There was a review and discussion of the Budget Priority Questionnaire results. The Council specifically discussed the street project priorities and how to finance the projects, the addition of another police officer, the need for a new Police Department building, the need for a new DPW building/complex, Code Enforcement and whether the City should pursue a Rental Maintenance Code, many areas related to Parks and Recreation, curb side recycling, audit and engineering services, and various other topics.

The Council reviewed the goals submitted by the Department Heads for the upcoming Fiscal Year.

There was discussion.

City Manager Gorman reviewed the list of Budget Policy Issues.

The meeting was adjourned at 8:55 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AT&T	00686	PHONE SERVICE - WASTE WTR	337.92
AT&T	00686	PHONE SERVICES - WASTE WTR	107.07
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	3,328.91
WOW! INTERNET-CABLE PHONE	02132	INTERNET SERVICES - COMM PROMO, POLICE, AMB	189.01
AMERICAN WATER WORKS ASSOC.	00018	AWWA DUES - WATER	75.00
AUTOMATED BUSINESS EQUIPMENT	00027	POSTAGE MACHINE RATE CHANGE UPGRADE CARD - GEN	350.00
BUSINESS CARD	02075	MISC EXP - VARIOUS DEPTS	1,113.86
CENTURYLINK	01567	PHONE SERVICE - VARIOUS DEPTS	13.95
CHROUCH COMMUNICATION, INC.	00082	PAGER BATTERIES - AMBULANCE	95.00
CHROUCH COMMUNICATION, INC.	00082	REPAIR PORTABLE RADIO - POLICE	45.00
CHROUCH COMMUNICATION, INC.	00082	REPAIR PORTABLE RADIO - POLICE	112.50
CLARK HILL PLC	01422	LEGAL SERVICES - ECON DEV	288.00
CONSUMERS ENERGY	00095	GAS SERVICES - VARIOUS DEPTS	3,135.71
CULLIGAN	02130	WATER - POLICE, CITY HALL	38.00
FAMILY FARM & HOME	01972	ELBOW - MTR POOL	1.39
FAMILY FARM & HOME	01972	GLV MW GRIP TOUCH WHT-BLUE - ELECTRIC	11.96
FIRE PROS, INC.	00151	BACKFLOW TESTING -CITY HALL	750.00
FLEIS & VANDENBRINK	00153	PASER STUDY UPDTAE - MAJ STS, LOC STS	1,129.10
FLEIS & VANDENBRINK	00153	BREWERY SITE PLAN - SERVICES THROUGH 12/31/16	527.50
FLEIS & VANDENBRINK	00153	KENT STREET CONSTRUCTION ENGINEERING - 11/26/1	1,194.07
FP MAILING SOLUTIONS	01758	POSTAGE RESET - GENERAL	12.00
FREDRICKSON SUPPLY LLC	02104	VACCON #911 CYLINDER - MOTOR POOL	186.77
S. TUTT GORMAN	02311	TELEPHONE SERVICE - JANUARY 2017 - CTY MGR	60.00
GRANGER CONTAINER SERVICE	00175	MORSE ST RECYCLE - JANUARY - REFUSE	2,604.35
GRANGER CONTAINER SERVICE	00175	600 MORSE DR - JANUARY - WASTEWATER	152.58
GRANGER CONTAINER SERVICE	00175	773 E GRAND RIVER - JANUARY - POLICE, COMMUNIT	152.58
HASSELBRING-CLARK	02073	CONTRACT OVERAGE - GENERAL	85.71
HYDROCORP	02340	JANUARY INSPECTION & REPORTING - WATER	380.00
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND TRANSFER - FEBRUARY - E	9,000.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
IIMC	MISC	ANNUAL MEMBERSHIP - INTERNATIONAL INSTITUTE OF	160.00
I.T. RIGHT	02440	REMOTE BACKUP - YEARLY COST - POLICE	1,095.00
JOHN DEERE FINANCIAL	01818	GASKET & ELBOW FITTING - MOTOR POOL	35.92
KATHY'S CLEANING	01684	JANUARY CLEANING - CITY HALL	720.00
KEUSCH SUPER SERVICE	00228	CAR BATTERY - UNIT 304 - MOTOR POOL	178.06
KEUSCH SUPER SERVICE	00228	2 TIRES & LABOR - #302 - MOTOR POOL	290.00
KEUSCH SUPER SERVICE	00228	DIAGNOSIS FOR #409 - ENGINE LEAK - ELECTRIC	132.90
DAVID KIRK	02402	CELL PHONE REIMBURSEMENT - JANUARY 2017 - POLI	60.00
KODIAK EMERGENCY VEHICLES	02224	VEHICLE REPAIRS - AMBULANCE	222.50
LANSING UNIFORM COMPANY	00962	COLLAR BRASS - POLICE	220.00
MICHAEL R. KLUCK & ASSOCIATES	02405	LEGAL SERVICES - JANUARY - GENERAL	82.00
MRE SERVICES, INC.	00318	COMPUTER SERVICES DECEMBER 2016 - GENERAL, POL	990.00
MUNICIPAL INSPECTION SERVICES	00323	NON-BUSINESS PERMITS - GENERAL	1,122.00
MUNICIPAL SUPPLY CO.	00324	SAFETY GLASSES - WATER	51.00
NORTH CENTRAL LABORATORIES	00959	LAB SUPPLIES - WASTEWATER	440.13
NORTH GRAND RIVER COOP, INC.	00335	LINENS - AMBULANCE	189.05
PHYSIO-CONTROL INC.	01743	ADAPTER FOR LIFE NET - AMBULANCE	1,045.00
RESCO	00392	ELECTRIC SUPPLIES - ELECTRIC	608.61
RIVERSIDE INTEGRATED SYSTEMS	01441	ANNUAL FIRE INSPECTION - CITY HALL	240.00
ROCHESTER CREATIONS	02359	SHIRT FOR EMT CLASS - AMBULANCE	160.00
SCMWA	MISC	2017 MEMBERSHIP FEES - WATER	25.00
SPEEDWAY LLC	02395	FUEL CHARGES FOR 12/19/16 - 01/17/17 - ELECTRI	2,726.51
SYNAGRO CENTRAL, LLC	01889	PUMP/TRANSPORT/APPLY BIO SOLIDS - WASTEWATER	5,542.80
TOP QUALITY GLOVES	02227	GLOVES - AMBULANCE	109.00
TRUCK & TRAILER	00461	REMOTE PAUSE BLAST SWITCH - MOTOR POOL	188.81
UPS	MISC	SHIPPING FOR JANUARY - WATER, WASTEWATER	21.55
USA BLUEBOOK	01850	SUPPLIES - WASTEWATER	170.23
UTILITIES INSTRUMENTATION SERVICE	02339	CRUISE SUBSCRIPTION AND CELLULAR FEES - WATER	1,741.00
WILLIAMS FARM MACHINERY, INC.	01075	HOUSING & BLADE KIT - MOTOR POOL	422.95

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
BASIC	01983	HRA MONTHLY FEE - JAN - MARCH 2017 - GENERAL	324.00
JANET OGDEN	MISC	CONTINUING EDUCATION - ASSESSING	257.28
ACE-TEX ENTERPRISES, INC.	MISC	BOXES OF WIPING CLOTH - ELECTRIC	613.00
TRUCK & TRAILER	00461	SKID STEER SUPPLIES - MOTOR POOL	67.60
MORTON SALT INC.	02436	MIDEAL ROAD SALT - LOCAL, MAJOR	2,781.48
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMBULANCE	459.16
FARABEE MECHANICAL, INC.	00148	PRESSURE RELIEF VALVES - ELECTRIC	588.85
STAPLES BUSINESS ADVANTAGE	00426	SUPPLIES - GEN, INC TAX, AMBULANCE	524.11
B&W AUTO SUPPLY, INC.	00030	PARTS, SUPPLIES - PARKS, ELECTRIC, MTR POOL	1,579.96
VERIZON WIRELESS	00470	PHONE & DATA - PARKS,CEM,CODE, AMB, ELC	315.49
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC,WW,WTR,M POOL	181.24
LINDSAY BARKER	02441	OFFICAL - REC	40.00
FRED KRAMER	00564	OFFICIAL - REC	200.00
TIM STOPZYNSKI	02438	OFFICIAL - REC	375.00
MARCO WILLIAMS	02393	OFFICIALS - REC	100.00
DONALD CHUBB	01799	OFFICIALS - REC	300.00
MIKE FULLER	01801	OFFICIAL - REC	300.00
MARCEL MILLER	02245	OFFICIAL - REC	200.00
MAURICE LITTLEJOHN	02442	OFFICIALS - REC	100.00
JODI WOODMAN	02006	OFFICIALS - REC	120.00
MANDY SIMON	02084	OFFICIALS - REC	60.00
BRANDON SCHEURER	02394	SCOREKEEPER - REC	131.00
OWEN RUSSELL	02249	SCOREKEEPERS - REC	105.00
HANNAH DENSMORE	02300	SCOREKEEPERS - REC	105.00
NATHANIEL LEAHY	02424	SCOREKEEPERS - REC	75.00
LAUREN RUSSELL	02134	SCOREKEEPERS - REC	56.00
GRAHAM WOHLSCHEID	02423	SCOREKEEPERS - REC	90.00
AARON MARTIN	02443	SCOREKEEPER - REC	60.00
LITES PLUS	MISC	ENERGY SMART PROGRAM - ELECTRIC	312.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MUZZALL GRAPHICS	00326	PROMOTIONAL NOTEPADS - COMMUNITY PROMOTIONS	271.51
MUZZALL GRAPHICS	00326	PROMOTIONAL PENS - COMMUNITY PROMOTIONS	263.00
RIVERSIDE INTEGRATED SYSTEMS	01441	SERVICING HEATERS - CITY HALL	352.50
MICHIGAN.COM	02336	LEGAL NOTICES - GENERAL	193.10
STATE OF MICHIGAN	00428	KENT STREET PAY #7 - MAJ STRTS, WW, WATER	85,704.94
S&K PRINTING	00400	WINTER TAX BILLS - GEN	440.00
Total:			\$142,114.18

**BI-WEEKLY
WAGE REPORT
January 30, 2017**

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.	8,419.64	138,766.91	1,070.80	49,551.42	9,490.44	188,318.33
ASSESSOR	1,190.51	17,373.16	91.78	1,335.40	1,282.29	18,708.56
CEMETERY	1,056.26	44,505.10	80.93	18,001.22	1,137.19	62,506.32
POLICE	22,404.76	261,301.29	2,012.71	77,153.06	24,417.47	338,454.35
CODE ENFORCEMENT	610.19	11,833.18	47.02	5,082.61	657.21	16,915.79
PARKS	916.42	43,573.62	70.07	11,597.60	986.49	55,171.22
INCOME TAX	2,424.64	31,111.00	180.33	21,627.38	2,604.97	52,738.38
MAJOR STREETS	3,994.33	55,804.77	303.92	36,573.46	4,298.25	92,378.23
LOCAL STREETS	2,468.81	45,663.58	188.01	24,357.93	2,656.82	70,021.51
RECREATION	1,519.39	17,763.78	116.60	7,521.34	1,635.99	25,285.12
AMBULANCE	11,326.65	185,480.90	1,224.01	42,605.13	12,550.66	228,086.03
DDA	712.00	21,601.64	54.89	10,197.31	766.89	31,798.95
ELECTRIC	21,298.80	297,601.11	1,643.84	150,637.28	22,942.64	448,238.39
WASTEWATER	16,417.01	167,288.74	1,275.87	98,119.14	17,692.88	265,407.88
WATER	4,268.62	79,459.06	462.96	38,614.07	4,731.58	118,073.13
MOTOR POOL	2,735.43	40,223.28	208.15	23,855.95	2,943.58	64,079.23
TOTALS:	101,763.46	1,459,351.12	9,031.89	616,830.30	110,795.35	2,076,181.42

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 2/2/17
MEETING DATE 2/6/17

Fund	Description	Beginning Balance 1/11/17	Total Cash in	Total Cash out	Cash Balance 2/2/17	Time Certificates	Ending Balance 2/2/17	
101	GENERAL FUND	2,274,878.46	150,959.86	(306,109.42)	2,119,728.90	235,000.00	2,354,728.90	
105	INCOME TAX FUND	4,786.28	304,793.24	(213,160.24)	96,419.28	10,000.00	106,419.28	
150	CEMETERY PERPETUAL CARE FUND	36,117.20	400.00	-	36,517.20		36,517.20	
202	MAJOR STREETS FUND	176,907.94	64,934.80	(21,454.74)	220,388.00		220,388.00	
203	LOCAL STREETS FUND	143,172.58	12,106.10	(14,329.51)	140,949.17		140,949.17	
208	RECREATION FUND	2,369.06	8,032.57	(9,389.99)	1,011.64		1,011.64	
210	AMBULANCE FUND	114,481.78	38,610.84	(61,603.59)	91,489.03		91,489.03	
245	MSHDA LOFT FUND	-	-	-	-		-	
248	DDA FUND	173,175.97	1,520.00	(13,539.52)	161,156.45		161,156.45	
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25	
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-	
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-	
520	REFUSE SERVICE FUND	21,217.07	8,255.42	(7,967.17)	21,505.32		21,505.32	
582	ELECTRIC FUND	213,205.18	325,405.52	(314,507.92)	224,102.78	530,000.00	754,102.78	
590	WASTEWATER FUND	(81,077.17)	121,099.53	(109,084.60)	(69,062.24)		(69,062.24)	
591	WATER FUND	15,769.69	51,419.71	(34,759.38)	32,430.02	420,000.00	452,430.02	
661	MOTOR POOL FUND	16,530.22	30,669.09	(25,665.08)	21,534.23		21,534.23	
703	CURRENT TAX FUND	57,093.91	113,388.60	(51,773.72)	118,708.79		118,708.79	
TOTAL - ALL FUNDS		3,171,990.42	1,231,595.28	(1,183,344.88)	3,220,240.82	1,195,000.00	4,415,240.82	
						ELECTRIC-RESTRICTED CASH	364,418.00	364,418.00
						CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
						PERPETUAL CARE CD	130,000.00	130,000.00
						INCOME TAX SAVINGS	331,336.38	331,336.38
						ELECTRIC-PRIN & INT ESCROW	182,417.86	182,417.86
						WASTEWATER DEBT ESCROW	187,086.71	187,086.71
						WASTEWATER REPAIR ESCROW	70,441.42	70,441.42
						DDA-PRIN & INT ESCROW	501.73	501.73
								<u>5,851,442.92</u>

*Customer Deposit Breakdown

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

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

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

Please print your responses

Date 2/1/2017

Name Laura Virk

Address 5635 Divine Hwy, Portland, MI 48875

Telephone No. 517-490-9954

Employer Essential Title Agency, LLC

Telephone No. 517-647-7776

How long have you lived in the City of Portland? I live in Portland Township

E-mail : LVRK@essentialtitlellc.com

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

Board of Review

Building Board of Appeals

Downtown Development Authority

Light and Power Board

District Library Board

Parks & Recreation Board

Planning Commission

Portland Area Municipal Authority

Tree Management Commission

Zoning Board of Appeals

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

Education Are you a high school graduate? Yes

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

Associates Degree and title examiner's license

Professional and work experience

I have worked as a title officer and escrow agent for the title companies in Portland since 2003

facilitating real estate transactions.

Community activities, interests, and service

My three children have been involved with quite a few of the City's recreation programs and my husband

and I have enjoyed coaching for those.

Why would you like to serve on a board?

I am interested in helping the residents get a fair chance to voice their concerns about their property taxes.

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

Amanda Johnston 517-290-3428

2-1-17

Tutt,

Thank you so much for hosting our Grand River Water Trail meeting in your City last week.

We are excited to hear that your Mayor thinks of Portland as the "heart of the Watershed".

We don't often hear elected officials speak in those terms, so it was very motivating.

Please thank all those from the City involved in making the meeting such a success. We hope to return soon! Thanks again, Wendy Ogilvie *
* on behalf of the Grand River Partnership

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

Held on Thursday, December 15, 2016
In Council Chambers at City Hall

Members Present: Dumas, Antaya, Barnes, Gorman, VanSlambrouck, Blastic, Grimminck

Members Absent: Urie, Clement

Staff: DDA/Main Street Transitional Coordination Director Briggs, City Clerk Miller, Finance Officer Kinde

Guests: Laura Krizov of the MEDC, Mike Judd

Chair Dumas called the meeting to order at 3:33 P.M.

Motion by Antaya, supported by Blastic, to excuse the absence of Member Grimminck.
All in favor. Adopted.

Motion by Barnes, supported by Antaya, to approve the Agenda with the addition of Item 8A to accept the resignation of Member Tyler.
All in favor. Adopted.

Motion by Antaya, supported by Blastic, to approve the revised minutes of the November 17, 2016 meeting with grammatical corrections.
All in favor. Adopted.

Motion by Barnes, supported by Antaya, to approve the Treasurer's Report as presented.
All in favor. Adopted.

Under Chair's Report, Transition Coordination Director Briggs stated that she would report under New Business.

Under Action Items, Chair Dumas stated what the responsibilities of the DDA/Main Street Transitional Coordination Director will be and that she will be paid at minimum wage.

Chair Dumas further thanked Transition Coordination Director Briggs and Mike Judd for stepping up to help with this transition process.

Motion by Antaya, supported by Blastic, to approve the responsibilities and pay/compensation for the DDA/Main Street Transitional Coordination Director.
All in favor. Adopted.

Chair Dumas noted that Member Tyler provided a letter of resignation from the DDA as he has accepted the position of head wrestling coach at Waverly High School and it will occupy his time.

Member Grimminck arrived at 3:40 P.M.

City Manager Gorman thanked Mr. Tyler for his time and commitment to Portland.

Motion by Barnes, supported by VanSlambrouck, to accept the resignation of Member Tyler.
All in favor. Adopted.

Under Old Business, Transition Coordination Director Briggs played the finished Beerfest Video produced by Quarterline Media. The Organization & Finance Committee recommends the final payment on the video.

City Manager Gorman thanked Quarterline Media for the great video; Portland is showcased very well.

Motion by Gorman, supported by Barnes, to make the final payment on the Beerfest video.
All in favor. Adopted.

Under New Business, Transition Coordination Director Briggs explained that she had sent an email asking if Hometown Decoration and Display, the contractor for the Christmas decorations, would accept a proposal for a one year contract so the DDA could determine what changes it would like to make in the future. The Design Committee will review this project under Streetscapes and make a proposal back to the DDA.

Transition Coordination Director Briggs also mentioned the idea of having loudspeakers placed in the Downtown for events and seasonal use. Many communities have loudspeakers installed so that announcements as well as music can be played. City Manager Gorman received information from some communities on the systems they use. The Design Committee will also review this as a potential Streetscape project and make a proposal to the DDA.

Transition Coordination Director Briggs stated that the National Main Street Program will be using Michigan as a Pilot Site for a new Refresh Program of Main Street Programs. The Michigan Main Street will meet in Portland with DDA/Main Street members on January 25-26, 2017 on the subject of Strategy Development/Alignment/Organizational Structure.

Chair Dumas provided information on the recruitment of a new DDA/Main Street Director and noted that with the help of Laura Krizov of MEDC a job description and job posting have been developed. The committee has met and decided they are looking for someone with a focus on economic development. Other key duties would include maintaining the website and Facebook, public speaking, and contact with businesses.

The Board discussed and edited the desired qualifications.

The interview process and timeline were discussed. The final round of interviews will be held on February 2, 2017 at a Special DDA Meeting.

Motion by Antaya, supported by Blastic, to adopt the employment posting for the DDA/Main Street Executive Director as edited.

All in favor. Adopted.

The Board discussed and edited the job description for the DDA/Main Street Director position. There was also discussion as to whether this position should be under the day to day supervision of the City Manager and what the required work hours will be.

Motion by Blastic, supported by VanSlambrouck, to approve the DDA/Main Street Director job description as edited.

All in favor. Adopted.

Blastic exited the meeting at 4:48 P.M.

Barnes exited the meeting at 4:52 P.M.

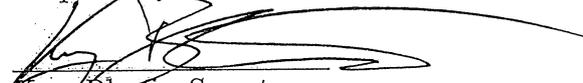
Under the Director's Report, Interim DDA/Main Street Director Briggs stated that Holidayfest was very successful and was a wonderful event.

Interim DDA/Main Street Director Briggs stated that she attended the Michigan Main Street Quarterly Training in Lansing on December 5, 2016 and learned that the DDA is on the right track in terms of time keeping.

Motion by Antaya, supported by VanSlambrouck, to adjourn the meeting at 4:53 P.M.

All in favor. Adopted

Respectfully submitted,



Kory Blastic, Secretary



Date: January 19, 2017
 REPORT OF FUNDS IN DDA AS OF: January 13, 2017

PRINCIPAL & INTEREST ACCOUNT

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>12/12/2016</u>	\$ 486.71
INTEREST EARNED:	\$ 0.02
Refund Prior Month Service Fee	<u>\$ 15.00</u>
NEW BALANCE: <u>1/13/2017</u>	<u>\$ 501.73</u>

REGULAR ACCOUNT

PREVIOUS BALANCE: <u>12/12/2016</u>	\$ 135,880.56
INTEREST EARNED:	\$ 6.25
DEPOSITS:	
Holiday Fest Ad	\$ 300.00
Holiday Fest Sponsorship	\$ 275.00
Michigan Trails Magazine (sold at discount)	\$ 5.00
2015 Winter Tax Capture Payback from Library	\$ 9,706.51
2016 Winter Tax Capture	\$ 27,163.20

CHECKS WRITTEN:

Ck No. Payee:	<u>AMOUNTS</u>
1640 ROCKFORD ADVERTISING - Full Page Ad for Michigan Trails Magazine	\$ 2,588.75
1641 CITY OF PORTLAND - On the Street, Legal Services, Refreshments for Main Street Meeting, Gift Bags for Senator Stabenaw's Visit, Christmas Lights and Decorations, Holiday Fest Signage, Constant Contact, and Telephone	<u>\$ 7,895.75</u>
TOTAL CHECKS	\$ (10,484.50)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 12/19/16 - 12/28/16	<u>\$ (1,945.52)</u>
TOTAL EXPENSES:	<u>\$ (12,430.02)</u>
NEW BALANCE: <u>1/13/2017</u>	<u>\$ 160,906.50</u>

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

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

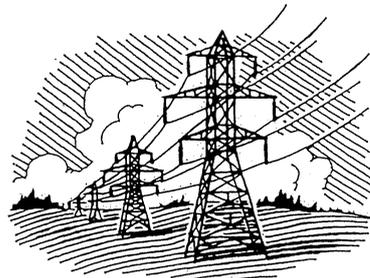
January 1, 2017
December 1-31, 2016

HYDRO GENERATION	214,185		
DIESEL PRODUCTION	0		
Kwh Purchased	3,253,512	Amount Paid	\$ 175,074.56
Total Kwh Purchased	3,467,697	Total Dollars Paid	\$ 175,074.56

Kwh Billed		Dollars Billed	
Residential	1,346,554	PCA Billed	\$ 27,423.10
Commercial	599,182	Residential	\$ 142,408.32
Large General	739,960	Residential EO Charge	\$ 2,442.00
City St. Lites Metered	36,124	Geothermal Discount	\$ (224.89)
St. Lites Unmetered		Commercial	\$ 64,762.59
Rental Lights		Commercial/LG EO Charge	\$ 2,413.92
Demand	2,290	Large General	\$ 51,630.43
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 3,027.30
		St. Lights Unmetered	\$ 1,543.05
Total Kwh Billed	2,724,110	Rental Lights	\$ 253.24
		Demand	\$ 13,460.64
Arrears after billing	\$ 8,998.80	Tax	\$ 11,218.30
Penalties Added	\$ 2,252.68		
Arrears end of month	\$ 29,428.01	Total Dollars Billed	\$ 320,376.40
Fuel Cost Billed	\$ 15,571.10		
Amount Collected	\$ 280,824.71	Power Cost Adj.	.01021
Total Adjustments	\$ 3,956.18		

Residential Customers	2,195
Commercial Customers	319
Large General	16
Total Customers	2,530

01/04/17



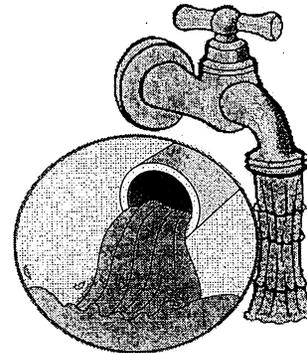
CITY OF PORTLAND
January-17

WATER DEPARTMENT REPORT

MONTH	Dec-16	PERIOD COVERED	December 1-31, 2016
Customers Billed		Penalties Added	\$ 392.09
City	1,831	Dollars Collected	\$ 43,404.14
Rural	24	Arrears at end of Month	\$ 7,045.24
Total Customers	1,855	Adjustments	\$ 466.06
		Gallons Pumped	8,917,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	7,229,993		\$ 42,342.97
Rural	133,619		\$ 1,462.24
Total	<u>7,363,612</u>		<u>\$ 43,805.21</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,792	Dollars Billed	\$67,382.76
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 67,382.76
Penalties Added	\$ 609.79		
Dollars Collected	\$ 67,203.40		
Arrears at end of Month	\$ 10,063.19		
Adjustments	\$ 699.59		
Gallons Treated per Million	8.40		



City Of Portland
Water Department
Monthly Water Report
January 2017

Monthly Water Production

Well #4	9,424,000 Gallons
Well #5	0 Gallons
Well #6	0 Gallons
Well #7	5,000 Gallons

Daily Water Production

Well #4	304,000 Gallons
Well #5	0 Gallons
Well #6	0 Gallons
Well #7	161 Gallons

Daily Average Water Production for All Wells

304,161 Gallons

Total Water Production for the Month

9,429,000 Gallons

Total Water Production for the Previous Month

8,917,000 Gallons

Total Production increased by

512,000 Gallons

Total Production for This Month from the Previous Year

7,122,000 Gallons

Total Production increased by

2,307,000 Gallons

Rodney D. Smith Jr.
Water Technician



MAIN STREET
Portland
Michigan
On the Street

YOUR PORTLAND MI DOWNTOWN CONNECTION

FEBRUARY 2017

PORTLAND'S ANNUAL DOWNTOWN BLOCK PARTY - SATURDAY, MAY 20, 2017

The annual Downtown Block Party traditionally attracts hundreds of people to enjoy the fun and great atmosphere of Portland. This family-friendly event will again feature many favorite activities such as kids amusements, vendors and crafts, music, and more! The event offers new opportunities to walk-about and renew your connection with downtown Portland!



This event occurs through planning and coordination of partnerships and support between businesses , organizations, individuals, and volunteers working with the DDA & Main Street Program and City of Portland. More information to come. Portland DDA/Main Street office at (517) 647-5027 or by email at: ddomain-street@portlandmichigan.org.



**“REFRESH”: Portland MI Main Street Program
Transformative Strategy Process: National Trust for Historic
Preservation - National Main Street Program**

Michigan’s Main Street Programs, thru coordination with the Michigan Department of Economic Development, have been chosen as pilot sites for this updated process. At a special DDA Board meeting on February 1, the Portland DDA Board voted to continue as an accredited Master Level Michigan Main Street Program. On March 22-23, National Main Street will provide training to the DDA on strategies and implementation to benefit and enhance downtown economic revitalization. Existing Portland documents to be used as resources will include Portland’s 2014 DDA Plan as well as Portland’s 2015 Master Plan that included public participation. The Refresh training in March will include opportunities for discussion and participation by business/building owners, organizations, community leaders, etc.

Portland, MI DDA/Main Street Director Employment Posting

Portland’s Downtown Development Authority Board has posted a position for the DDA/Main Street Director. The individual is required to have a bachelor’s degree as well as 3 years of experience as specified in the posting. Master’s degree is preferred. Full descriptions and requirements are listed on City of Portland MI website. The individual is required to adhere to all DDA Board and City policies, procedures, record-keeping, timekeeping, and accounting practices. Individual is required to sign and adhere to the Conflict of Interest policy. Complete emailed application packet must be received by 5:00 P.M., Friday, March 3, 2017.

GRAND RIVER HERITAGE WATER TRAIL PROJECT

On January 26, Portland was the host site for meeting of the Grand River Watershed Partnership, DNR, and other interested parties to discuss opportunity to develop a Michigan water trail designation program. The Grand River, at 262 miles, is the longest river in Michigan. Designating the Grand River as a Michigan Water Trail will provide a plan to support, sustain, and coordinate efforts, and to promote river restoration and recreation. The City of Portland has consistently shown strong support for the project as it is a natural fit for the "City of Two Rivers,"-- the Grand River and its tributary the Looking Glass. The project is in step with Portland's 2015 master plan and waterfront development/public access through the Parks/Recreation Department and the Downtown Development Authority. For more information on this project: www.mgrow.org to download "mgrow middle grand river" app.

Pictured above is the Verlen Kruger Memorial located by Thompson Field near downtown Portland. Verlen is the most traveled canoeist in history, over 100,000 miles in his lifetime, and the holder of 11 Guinness book of World records.

PORTLAND'S GOT SERVICES!

Celebrating Portland's Excellent Services

Throughout Portland and downtown, we have an extensive selection of non-retail businesses that provide residents and visitors with choices and excellent services, as well as employment. These include: Banking and credit union, insurance, realty, taxes, accounting, investments, consultants, mail and deliveries, utilities, communications, cable, internet, pool and spa repair, printing, publishing, photography, legal, manufacturing, contractors, repair and renovation, landscaping, lawn care, snow removal, refuse/recycle, vehicle repair, towing, cleaning, drycleaning and laundry, school and bus staffing, heating, cooling, ventilation, plumbing, electrical, roofing, engraving, awards, sewing, embroidery, alterations, etc.

Other services include personal, health-related, and family oriented including: daycare, medical, hearing, dental, eye care, chiropractor, fitness, dance, gymnastics, meditation and yoga, hair and nail salons, barbers, complexion, massage, physical therapy, wellness, mental health and substance abuse counseling, adult foster care, hospice, preplanning and funeral, lessons for piano, voice, guitar and other instruments, tutoring, veterinary, pet grooming, and boarding, etc. and so much more!

Portland DDA/Main Street
Office
259 Kent St.
Portland, MI 48875
ddamainstreet@portland-michigan.org
www.portlandmainstreet.org
(517) 647 5027

DDA/ MAIN STREET MEETINGS

DDA Board - Thur. Feb. 16,
3:30 p.m. City Hall

- ◆ Design - 2nd Thursday,
2:30 p.m. City Hall
- ◆ Economic Revitalization -
3rd Monday, 12 p.m. City
Hall
- ◆ Organization&Finance -
3rd Wednesday, 7 p.m.
City Hall
- ◆ Promotions&Marketing,
4th Friday, Noon at City
Hall.

DDA/ MAIN STREET BOARD

Chuck Dumas
Board Chairperson

Tom Antaya
Board Vice Chair

Margery Briggs
Design Committee Chair
DDA/Main Street Transition
Coordination Director

Kory Blastic
Board Secretary
Economic Revitalization Co-Chair

Cory Grimminck
Economic Revitalization Co-Chair

Wanda Urie
Promotions & Marketing Chair

Jim Barnes
Organization & Finance Chair

Michelle VanSlambrouck
Board Member

Rush Clement
Board Member

Tutt Gorman
Board Member

The goal of the Portland Main Street program is to actively revitalize Portland's charming and unique downtown into a gathering place—one that uses broad-based community support to (1) provide opportunities to entrepreneurs; (2) sustain a strong economic foundation for the region; and (3) safeguard history, tradition, and a sense of community for residents and visitors. For more information on how you can be part of this mission, visit the Portland Main Street website at: www.portlandmainstreet.org or call the DDA/Portland Main Street offices at (517) 647-5027.

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

January 17, 2017 - 3:00 p.m.
Commissioners' Meeting Room – Courthouse – 3rd 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. Resolution of Appreciation – Roger Vander Molen
 - B. Departmental Reports
 - 1. Central Dispatch
 - 2. Building Codes
 - 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 GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18151**

- Consumers Energy Company requests that the Michigan Public Service Commission approve a Gas Cost Recovery plan and authorize Gas Cost Recovery Factors for the 12-month period April 2017 – March 2018.
- 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, February 2, 2017, at 10:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Suzanne Sonneborn**

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

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

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) December 29, 2016 application, which seeks Commission's approval to: 1) review the GCR Plan described in the Company's prefiled testimony and exhibits and approve that plan; 2) authorize monthly GCR factors for the period April 2017 through March 2018 consisting of the sum of a base factor of \$3.4582 per Mcf, plus, additional amounts contingent upon future events, determined using the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism, as set forth in the Company's filing, or such higher factors as may be lawful and reasonable; 3) review Consumers Energy's plans and projections through March 2022, find that the five-year plan is reasonable and prudent, and indicate that, on the basis of present evidence, there are no cost items which the Commission would be unlikely to permit Consumers Energy to recover from its customers in the future; and 4) grant Consumers Energy such other and further relief as is lawful and appropriate, including approving of higher GCR factors than requested in Consumers Energy's initial filing if circumstances warrant.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by January 26, 2017. (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,] One Energy Plaza, Jackson, Michigan 49201.

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

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

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

[CONSUMERS ENERGY COMPANY HAS REQUESTED THE GAS COST RECOVERY FACTORS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT OR AMEND THE FACTORS AND OTHER PROPOSALS.]