



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

7:00 p.m. Monday, August 18, 2014

City Council Chambers

City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Action Requested</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>	Motion
7:03 PM	A. Motion to Excuse Council Member Fitzsimmons	Motion
7:04 PM	IV. <u>Public Comment</u>	
7:09 PM	V. <u>City Manager Report</u>	
7:15 PM	VI. <u>Presentations</u>	
7:30 PM	A. Paul Galdes of Fleis & VandenBrink Engineering	
7:30 PM	1. Cutler Road Improvement Project	
7:30 PM	2. Knox, Barley, Storz Improvement Project	
7:30 PM	3. ADM Demolition	
7:30 PM	B. Main Street Manager Shelley Perry re: Downtown Report	
7:35 PM	VII. <u>Public Hearing(s)</u> - None	
7:35 PM	VIII. <u>Old Business</u>	
7:35 PM	IX. <u>New Business</u>	
7:35 PM	A. Proposed Resolution 14-70 Appointing an Officer Delegate to Represent the City at the 2014 MERS Conference	Motion
7:37 PM	B. Proposed Resolution 14-71 Approving, Authorizing, and Directing the Mayor and Clerk to Sign MDOT Contract No. 14-5475 to Provide \$375,000 in Federal Surface Transportation Funds for the Cutler Road Improvement Project	Motion
7:40 PM	C. Proposed Resolution 14-72 Approving Fleis & VandenBrink's Proposal to Provide Construction Engineering Services for the Cutler Road Improvement Project	Motion
7:43 PM	D. Proposed Resolution 14-73 Approving Hydro Designs Proposal to Provide a Cross Connection Control Program for the City of Portland	Motion
7:45 PM	E. Proposed Resolution 14-74 Approving an Environmental Site Assessment Proposal from Fleis and VandenBrink Engineering	Motion
7:48 PM	F. Proposed Resolution 14-75 Approving Michigan CAT's Proposal for Repairs to the Front-End Loader	Motion
7:51 PM	G. Proposed Resolution 14-76 Approving the Purchase of a New John Deere 5100M Utility Tractor for the Department of Public Works	Motion
7:55 PM	H. Proposed Resolution 14-77 Approving the Purchase of a ¾ Ton GMC Truck	Motion

Estimated Time		Action Requested
8:00 PM	I. Proposed Resolution 14-78 Approving Capital City International Truck's Quote for Transmission Repairs on the International Snow Plow	Motion
8:05 PM	J. Proposed Resolution 14-79 Approving Frederickson Supply, LLC's Quote for a Debris Tank Door Assembly for the Vac-Con Vactor Truck	Motion
8:08 PM	K. Proposed Resolution 14-80 To Amend the Budget for Fiscal Year 2014-2015	Motion
8:10 PM	L. Proposed Resolution 14-81 Approving Pay Request No. 3 to CL Trucking, Inc. for Work Done on the Knox, Barley, and Storz Improvement Project	Motion

MEMO



To: Mr. Tutt Gorman, Manager
City of Portland

From: Paul Gales, PE
Fleis & VandenBrink

Date: August 14, 2014

Re: ADM Demolition Meeting

In a follow up to our meeting on August 13, 2014 with representatives of ADM Alliance Nutrition, we have prepared a summary of concerns and issues that should be considered by the City.

We understand that ADM is proposing to remove the existing silos and buildings on their property at the northwest quadrant of Divine Highway and Grand River Avenue. They intend to remove the structures down to existing ground elevation. They do not intend to remove any of the other concrete retaining wall structures adjacent to the Looking Glass River. They expect the removal to take 2-3 weeks and want to close Divine Highway for most of that timeframe. They did say it may be possible to open Divine Highway on weekends. They understand that they will be responsible for installing and maintaining the detour route signage. The removal will be done such that debris should for the most part be kept out of the river and roadway, but for safety purposes they feel the road will need to be closed. They will provide the means necessary to keep debris out of the water as will be required by the MDEQ.

Once the demolition is complete ADM proposes to donate their property at the northwest quadrant of Divine Highway and Grand River Avenue to the City.

Following is a list of items of concern that should be considered by the City:

Traffic:

Closing Divine Highway will require a significant detour for a significant amount of traffic. The shortest detour would use Grand River Avenue, Cutler Rd., Looking Glass and Clinton Roads. These are mostly unpaved and will require County approval. This detour would be approximately 7.5 miles. The alternate is the use of Grand River Avenue, Keefer Highway and David Highway. These are all paved and would also require county approval. This detour would be approximately 14.5 miles.

Either of these detours would be a significant burden for a lot of traffic, including school busses. The school should be informed of this possibility if a detour is considered. We would recommend that ADM look at ways to minimize disruption. This may be closing only 1 lane of Divine Highway during working hours and alternating traffic in each direction in the other lane with either a flagging operation or signal. The closed lane may be able to be reopened while demolition is not accurately taking place.

MEMO



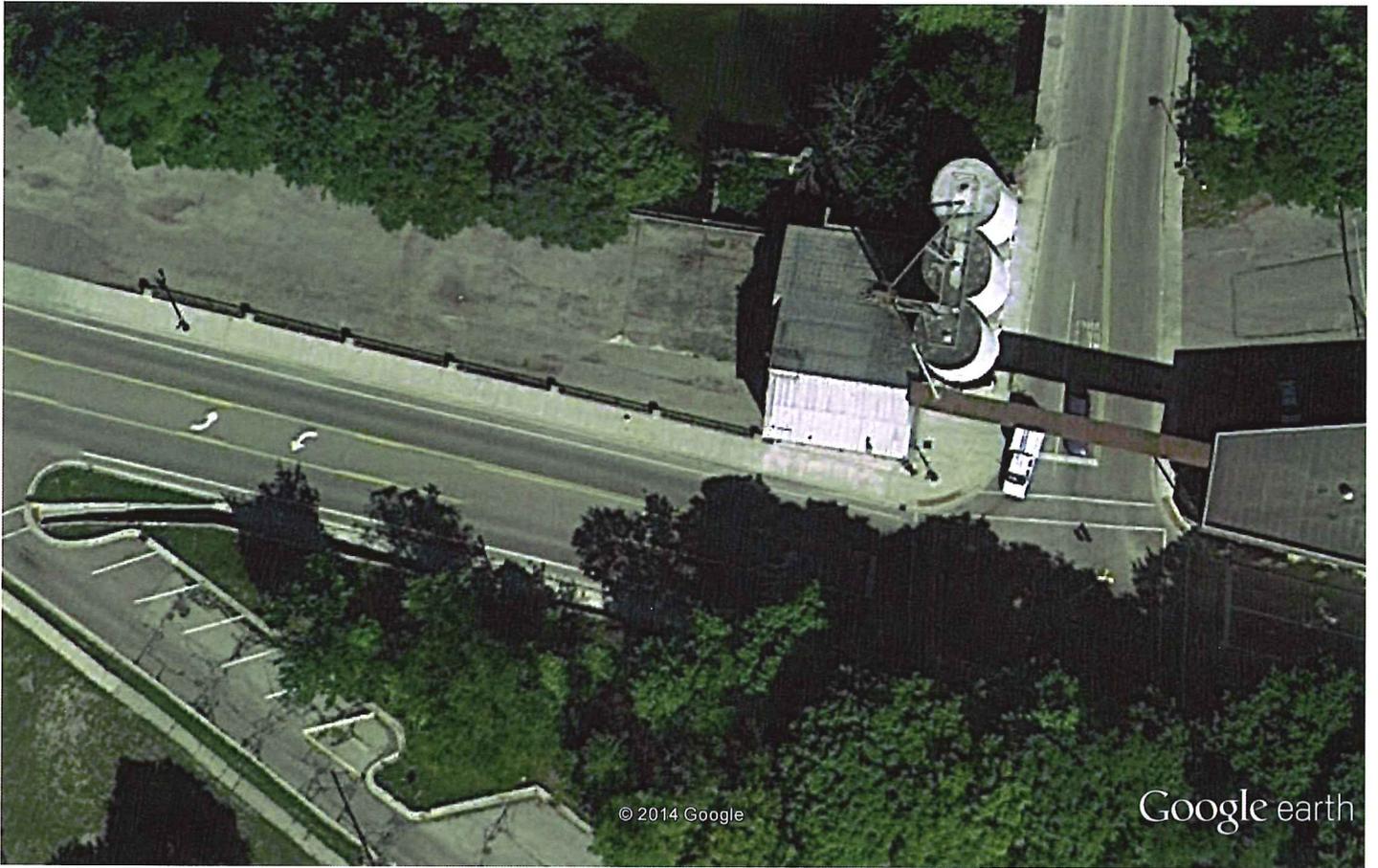
Property Ownership:

Although the prospect of the City owning this property opens up some great opportunity for the City including parking, waterfront access and options for the Divine Highway Bridge when it is reconstructed, there are some concerns. Environmental liability is a concern with acquisition of any property. Although, based on the known use of the property it does not seem there should be any significant contaminants, an environmental Phase 1 assessment should be completed at a minimum. Based on the outcome of that, additional assessments may be necessary.

There is also liability with respect to the river. City staff has noted that there have been issues with children jumping from the existing concrete structures adjacent to the river in the past. These structures would still be in place after acquisition by the City.

We also have some concern with the existing retaining wall along the river. Although it does not appear to be in imminent danger, it will eventually require some work to maintain its integrity as this wall supports the parking area behind it.

There may be some opportunity to deal with some of this when the Divine Highway bridge is reconstructed but there is still a cost to that and the timeframe is still several years out.



Google earth

feet
meters









PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 14-70

**A RESOLUTION APPOINTING AN OFFICER DELEGATE TO REPRESENT
THE CITY AT THE 2014 MERS CONFERENCE**

WHEREAS, each participating municipality may send an employee delegate and officer delegate to the annual Michigan Employee Retirement System (MERS) conference; and

WHEREAS, the employee delegate is selected by ballots cast by employees and the officer delegate is appointed by the governing body; and

WHEREAS, the City Manager recommends that the Council appoint the Parks, Recreation, and Cemetery Director Mary Scheurer as the City's Officer Delegate for the MERS conference, September 24-26, 2014, at the Renaissance Center in Detroit, Michigan.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the City Manager's recommendation and appoints the Parks, Recreation, and Cemetery Director Mary Scheurer as the City's officer delegate for the 2014 Michigan Employee Retirement System (MERS) conference.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 2014

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 14-71

A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO SIGN MDOT CONTRACT No. 14-5475 TO PROVIDE \$375,000 IN FEDERAL SURFACE TRANSPORTATION FUNDS FOR THE CUTLER ROAD IMPROVEMENT PROJECT

WHEREAS, the City of Portland was awarded \$375,000 in Federal Surface Transportation funds to make road improvements on Cutler Road, between Grand River Avenue and Charlotte Highway (the Project); and

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

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

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes and directs the Mayor, James E. Barnes, and the Clerk, Monique I. Miller to sign MDOT Contract No. 14-5475 to provide \$375,000 in Federal Surface Transportation Funds for the Cutler Road Improvement Project, between Grand River Avenue and Charlotte Highway.
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: August 18, 2014

Monique I. Miller, City Clerk

CERTIFICATION

STATE OF MICHIGAN)

) ss.

COUNTY OF IONIA)

I, Monique I. Miller, the duly qualified and acting Clerk of the City of Portland, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on August 18, 2014, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this _____ day of _____, 2014.

Monique I. Miller, City Clerk

STP

DA

Control Section	STU1 34067
Job Number	124536A
Project	STP 1434(017)
Federal Item No.	III 9578
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	14-5475

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PORTLAND, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Portland, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 22, 2014, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Reconstruction work along Cutler Road from Charlotte Highway to Grand River Avenue; including hot mix asphalt paving, storm sewer, concrete curb and gutter, concrete sidewalk, and pavement marking work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Watermain, sanitary sewer, and proposed driveway work along Cutler Road from Charlotte Highway to Grand River Avenue; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM



WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

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

PART A

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

PART B

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

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

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

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

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

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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

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

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

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

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

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PORTLAND

MICHIGAN DEPARTMENT
OF TRANSPORTATION

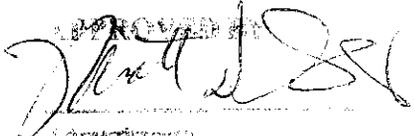
By _____
Title:

By _____
Department Director MDOT

By _____
Title:

FOR APPROVED
8/31/2014
A.L.P.
ASSISTANT
ATTORNEY

REVIEWED
EUP
7/13/14

APPROVED BY

Michael Klutznick
8/11/14
Date

July 22, 2014

EXHIBIT I

CONTROL SECTION STUL 34067
JOB NUMBER 124536A
PROJECT STP 1434(017)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$628,700	\$60,900	\$689,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$628,700	\$60,900	\$689,600
Less Federal Funds*	<u>\$375,000</u>	<u>\$ -0-</u>	<u>\$375,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$253,700	\$60,900	\$314,600

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 14-72

**A RESOLUTION APPROVING FLEIS & VANDENBRINK'S PROPOSAL TO
PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE CUTLER
ROAD IMPROVEMENT PROJECT**

WHEREAS, Fleis and VandenBrink have proposed to provide construction engineering services for the Cutler Road Improvement Project (the Project) as outlined in the attached Exhibit A; and

WHEREAS, the City budget for fiscal year 2014-2015 includes sufficient funds to cover the engineering proposal for design services for the Project.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves Fleis and VandenBrink's Proposal to provide construction engineering services for the Grand River Avenue Reconstruction Project for an amount not to exceed \$91,000 as outlined in the attached Exhibit A
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 2014

Monique I. Miller, City Clerk



July 31, 2014

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

RE: Construction Engineering Services for Cutler Road Improvements

Dear Tutt:

We have prepared a budget and work plan to complete the construction engineering for the Cutler Road Improvements, an MDOT Local Agency funded project. Our proposed work plan and budget is attached. We have based our budget on a 14 week construction time with utility construction in October/November 2014 and storm drainage/roadway reconstruction in April/May 2015 consistent with MDOT progress clause in the bidding documents.

We look forward to assisting the City on the construction phase of this project. If there are any questions, please call.

Sincerely,

FLEIS & VANDENBRINK

A handwritten signature in black ink, appearing to read "P. R. Galdes", is written over the company name.

Paul R. Galdes, P. E.
Project Manager

Enclosure(s)



**CITY OF PORTLAND
Construction Engineering Services - Cutler Road Improvements
(Roadway, Water & Sewer Reconstruction)**

PROPOSED WORK PLAN

1. Schedule and attend pre-construction meeting with the Contractor, City, MDOT and utility companies.
2. Perform construction staking for the contractor.
3. Provide project administration and engineering consultation throughout the construction period, including:
 - Schedule and attend periodic progress meetings with the Contractor and City Staff. Prepare and distribute meeting minutes.
 - Review shop drawings.
 - Prepare contractor pay estimates and submit to MDOT for payment.
 - Prepare contract change orders, if necessary, and submit recommendation to MDOT and City for authorization.
 - Maintain project files on behalf of the City utilizing Field Manager software.
 - Prepare and sign all required documents as Project Engineer.
4. Provide full-time on-site observation during utility construction and other critical project construction activities. Pursuant to MDOT Progress Clause construction is expected to be broken into two segments. Water main and sanitary sewer between October 6 and November 15, 2014 (6 weeks). Storm sewer and Roadway between April 3 (estimated) and May 29, 2015 (8 weeks) with a winter shut down in between. We have estimated a total of 12 weeks of on-site observation at 45 hours/week on average for a total of 540 inspection hours. The inspector's duties shall also include:
 - Provide daily record keeping of construction activities.
 - Address complaints filed with the City on a daily basis.
 - Provide on-site density testing of trench backfill, sand subbase and gravel base, density testing of bituminous paving and on-site testing of concrete.
 - Coordinate off-site materials testing required.
5. Provide MDOT certified Field Manager duties, as required for all MDOT projects.
6. Provide off-site materials testing in accordance with MDOT requirements. Services to be sub-contracted to an independent testing consultant.
7. Conduct a final review meeting on-site with the Contractor, MDOT and City Staff to review the completed work. Prepare a final punch list of remaining work items. Provide follow-up inspection to ensure that the punch list items have been completed.
8. Prepare record drawings showing as-constructed dimensions and details. Provide 3 hard copy sets and PDF files on CD.
9. Assist with MDOT audit of final project records.

CITY OF PORTLAND
Construction Engineering Services - Cutler Road Improvements
(Roadway, Water & Sewer Reconstruction)

We propose the following budget for the engineering services outlined in the proposed work plan based on our understanding of the project. Our estimated fees are as follows:

Construction Engineering

Construction Staking	\$6,400
On-Site Construction Observation and Testing	\$56,500
Off-Site Laboratory Testing (sub-contracted services)	\$1,300
Contract Administration	\$25,000
As Constructed Drawings	\$1,800
TOTAL PROPOSED CONSTRUCTION ENGINEERING BUDGET	\$91,000

We propose to complete the work on an hourly rate basis at our standard hourly billing rates. Our budgets for construction observation and contract administration are based on an estimated 12-week construction period. The project will include the construction of water main and sanitary sewer in 2014 and storm sewer and paving in spring of 2015 consistent with the MDOT progress clause. We have included 540 hours of on-site full time observation (12 weeks at 45 hours per week on average) during utility construction and other critical construction activities in our proposed budget. If the actual construction period differs, we agree to adjust our budget for construction observation and contract administration proportionately, higher or lower.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 14-73

**A RESOLUTION APPROVING HYDRO DESIGNS PROPOSAL TO PROVIDE A
CROSS CONNECTION CONTROL PROGRAM FOR THE CITY OF PORTLAND**

WHEREAS, Hydro Designs, Inc was retained by the City to implement a municipal cross connection control program; and

WHEREAS, Hydro Designs, Inc has administered the City's cross connection control program for the past nine years; and

WHEREAS, Hydro Designs has submitted a new three year proposal, a copy of which is attached as Exhibit A, to continue to provide a cross connection control program for the City of Portland at a three-year cost of \$13,680.00, which is \$3,060.00 less than the current three year agreement; and

WHEREAS, subparagraph b. of Section 12.404 E. of the City's Purchasing Ordinance provides an exception to the competitive bidding requirements in the employment of professional services for engineering; and

WHEREAS, the City Manager has reviewed the proposed work plan and budget and recommends that the City Council approve the Hydro Designs' proposal to continue to provide a cross connection control program for the City.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves Hydro Designs' proposal, a copy of which is attached as Exhibit A, to provide cross connection control program services for the City of Portland for three years at a cost of \$13,680.00.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 2014

Monique I. Miller, City Clerk

10000 E. 15th Ave.
Suite 1000
Denver, CO 80231

www.hydrodesigns.com

July 29, 2014

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

Dear Mr. Gorman,

Based on your current program we have prepared a proposal that will meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

- ◆ Background
- ◆ Executive Summary
- ◆ Professional Services Agreement
- ◆ Appendix

This proposal is based upon completing a total of 40 initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis.

This proposal is based on a period of 36 months. High hazard facilities will be re-inspected on an annual basis with all the remaining low hazard facilities being inspected on a three to five-year re-inspection frequency. HDI will assess the degree of hazard of each facility and determined the re-inspection frequency.

If you have any questions please feel free to contact me at 616.826.8069 or via email at mkneibel@hydrodesignsinc.com. We look forward to working with you and the City of Portland again on this project.

Sincerely,

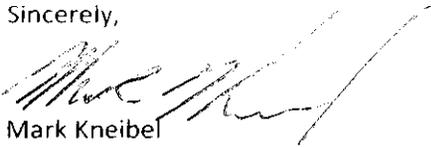

Mark Kneibel
Regional Manager

Exhibit
A

Proposed

July 29, 2014

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

Hydro Designs, Inc. Background

Executive Summary	1
Professional Service Agreement	2 – 8
Appendix	9 - 16



We Keep Drinking Water Safe.....”

Hydro Designs, Inc. (HDI) is a professional service firm that has developed a unique niche in the maintenance of drinking water quality and protection from backflow which is the core of our business.

Over the past 28 years our employees have established highly efficient procedures for inspecting, reporting, and maintaining water and other distribution systems.

Our corporate mission is:

“We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to water and other distribution systems. Our goal is cost effective compliance.”



Program Recommendations

Based on your current program, HDI will provide the following services to the City of Portland. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Portland with the necessary data and information to maintain compliance with the Michigan Department of Environmental Quality (DEQ) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HDI, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of 47 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 380.00

Annual Amount: \$ 4,560.00

Contract Total: \$ 13,680.00

Contract Amount is based upon a 36-month period. HDI will invoice in 36 equal amounts of \$ 380.00



This agreement, made and entered into this _____ by and between the City of Portland, organized and existing under the laws of the State of Michigan, referred to as "Utility", and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners, and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW. HDI will review for the Utility Cross Connection Control Program. Items for review include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures



- 2.2 **INSPECTIONS.** HDI will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality-- Water Bureau Cross Connection Control Rules.
- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
 - *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
 - *Re-Inspection* – Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).
- 2.3 **INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 **PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:
- Prioritizing and scheduling of inspections
 - Notify users of inspections, backflow device installation and testing requirements
 - Monitor inspection and testing compliance
 - Maintenance of program to comply with all DEQ regulations
- 2.5 **MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:
- Report format to include electronic updates and/or hard copy
 - Electronic reports will be available in a downloadable format
 - Number of facilities inspected/surveyed
 - Number of facilities compliant/non-compliant
 - Backflow prevention assembly testing notices sent and compliance status
- 2.6 **REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:
- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
 - Re-inspection frequency for all facilities.
 - Backflow prevention assembly testing requirements.
- 2.7 **VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.



2.9 **SUPPORT.** HDI will provide ongoing support via phone, fax, text, internet or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users

Complex Facilities. The primary responsibility of the water utility through the State of Michigan Cross-Connection Rules is to protect the public water supply distribution against the entrance of contaminants and/or pollutants. When the water utility is faced with a facility, (i.e., complex piping or potentially hazardous systems) whose internal piping system is difficult or too complex to follow or is subject to frequent unauthorized changes, service line protection or "containment" of the premises should be required. It is the responsibility of the owner of the property to provide adequate protection of the internal plumbing system from cross connections.

2.11 **INSPECTION TERMS.** HDI will perform **120** total inspections over a three (3) year contract period. The total inspections include all initial inspections, compliance and re-inspections.

2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY & MICHIGAN ADMINISTRATIVE CODE.** HDI will assist in compliance with DEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.

2.13 **POLICY MANUAL.** HDI will review and/or develop the comprehensive cross connection control policy manual/plan.

2.14 **INVENTORY.** HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.

2.15 **DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.

2.16 **ANNUAL YEAR END REVIEW.** HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 **CROSS CONNECTION CONTROL BROCHURES.** HDI will provide cross-connection control educational brochures for download at www.hydrodesignsinc.com

2.18 **INSURANCE.** HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Utility and HDI Terms of Agreement

- 3.1 **UTILITY'S AUTHORIZED REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 **COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 **NOTICE OF LITIGATION.** In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 **FACILITY LISTING.** The Utility must provide HDI a complete updated list of facilities to be inspected. Information to include facility name, address, contact person, and phone number, (if available). *Items shall be provided in Microsoft Excel spreadsheet format and shall be submitted to HDI in accordance with the terms of the contract and shall be subject to review and approval by HDI. Items shall be updated as they are added or removed.*
- 3.5 **LETTERHEAD/LOGO.** The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

ARTICLE IV. Term

- 4.1 **TERM AND TERMINATION TERM.** Services by HDI under this Agreement shall commence on 12/1/2011 and end three (3) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
- 4.2 **RENEWAL.** Upon the expiration of this Agreement, HDI will continue to provide services as specified in this Agreement and the Agreement will automatically continue on a month-to-month basis at the same monthly contract dollar amount unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.
- 4.3 **TERMINATION.** The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
- 4.4 **BASE COMPENSATION.** ~~For the term of this Agreement~~ the Utility shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of ~~\$380.00~~ \$380.00 per month, \$4,560.00 annually for a three (3) year contract period totaling \$13,680.00.
- 4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.



- 4.6 **CONFIDENTIALITY OF SERVICES.** In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.
- 4.7 **CLIENT CONFIDENTIALITY.** All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act.
- 4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 **CONFINED SPACES** – HDI personnel will not enter into confined spaces.

ARTICLE V. Risk Management

- 5.1 **INFORMATION.** Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.
- 5.2 **INDEMNIFICATION.** HDI agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. The Utility agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HDI and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HDI's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HDI shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

- 5.3 **HDI INSURANCE.** HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general



liability policy during the term of this Agreement

- 5.4 **UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.
- 5.5 **RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.
- 5.8 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 **REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.
- 5.11 **FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.12 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.13 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Oakland County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.



5.14 **COPIES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.15 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005
(248) 789-1788 fax

If to Utility:

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

5.16 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Portland

By:
Its:

Hydro-Designs, Inc.

By: John Hudak
Its: President/COO



Appendix

Specific Qualifications & Experience

Hydro Designs, Inc. is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HDI conducts over 20,000 Cross Connection Control Inspections *annually*.
- HDI tracks and manages over 30,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HDI recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HDI currently serves over 160 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HDI staff and company are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HDI is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HDI to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Professional Associations & Organizations

At Hydro Designs, we are citizens of our industry. HDI Associates are active members of the following professional organizations:

- American Backflow Prevention Association (ABPA)
www.abpa.org
- American Public Works Association (APWA)
www.apwa.org
- American Society of Sanitary Engineers (ASSE)
www.asse-club.com
- American Water Works Association (AWWA)
www.awwa.org
- International Association of Plumbing & Mechanical Officials (IAPMO)
www.iapmo.org
- Michigan Section of American Water Works (MI-AWWA)
www.miawwa.org
- Michigan Rural Water Association (MRWA)
www.mrwa.org (Associate Member)
- National Rural Water Association (NRWA)
www.nrwa.org (Corporate Member)
- University of Southern California Center for Cross Connection Control & Hydraulic Research (USCCFCCC&HR)
www.usc.edu/cent/fcc&hr



Chris Adams
Vice President - Industrial Operations

Mr. Adams has been with HDI for over ten years and is responsible for all field operations. He is conversant in Federal, State and industry drinking water regulations/guidelines as they apply to water quality control practices. Mr. Adams holds a B.S. in Biochemistry and a Master's of Science in Environmental Science from the University of Michigan – Dearborn. He has performed various water quality analysis projects related to process water and potable water systems and has performed and managed industrial and state cross-connection control projects for over seven years.

In addition to his field experience, Mr. Adams has the following certifications/training:

Michigan Department of Environmental Quality (MDEQ) Water Bureau

- Soil Erosion & Sedimentation Control Certification, Part 91 – Feb. 2005

Michigan Department of Environmental Quality (MDEQ) Water Bureau

- Certified Construction Site Storm Water Operator Certification – 2005

Michigan Department of Environmental Quality (MDEQ) Water Bureau

- Certified Industrial Site Storm Water Operator Certification – 2005

University of Wisconsin Madison – College of Engineering

- Cross-Connection Control and Backflow Prevention Assembly Testing Certificate, 2007
- Cross-Connection Control and Backflow Prevention Surveyor Certificate, 2009

American Society of Sanitary Engineering (ASSE)

- Series 5000, 5150 Backflow Prevention Program Administrator Certification, January 2010
- Certified Backflow Prevention Assembly Tester, August 2011



Project Staff (continued)

Frank Patterson
Vice President – Municipal Operations

Mr. Patterson has been with HDI since 2004 and is responsible for overseeing operations of Cross Connection Control Programs in Delaware, Florida, Maryland, Michigan and Virginia. He also conducts training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environmental Quality, Michigan Rural Water Association and Delaware Rural Water Association. Prior to HDI, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at a stateside installation and was involved in numerous construction projects worldwide. Mr. Patterson has over 18 years' experience in plumbing, water distribution, cross connection control and backflow prevention. In addition to his extensive experience Mr. Patterson has also held the following certifications through his career:

State of Nevada

- Water Distribution Operator
- Journeyman Plumbers License – Clark County
- CAL/NV AWWA Backflow Prevention Assembly Tester

University of Florida – TREEO Center

- Cross-connection Control Program Manager
- Cross-connection Control Ordinance & Organization
- Cross-connection Control Survey & Inspection
- Cross-connection Control Backflow Prevention Testing

American Society of Sanitary Engineering

- Cross-Connection Control Backflow Prevention Assembly Testing
- Cross-Connection Control Backflow Prevention Assembly Repair
- Backflow Prevention Program Administrator
- Instructor/Proctor – Backflow Prevention Assembly Tester Course
- Instructor/Proctor – Cross Connection Control Surveyor Course
- Instructor/Proctor – Backflow Prevention Program Administrator Course

State of Virginia

- Commercial Plumbing Inspector
- Backflow Prevention Device Worker

International Code Council

- Commercial Plumbing Inspector



Project Staff (continued)

Mark Kneibel

Regional Manager Municipal Division/Inspector

Mr. Kneibel joined HDI in July 2011 after working with the City of Wyoming, MI for over 25 years. He holds many licenses and certifications in the water industry and is very active in the Plumbing and Backflow Prevention association communities. He is responsible for managing Cross Connection Control Programs in Delaware, Maryland, Michigan and Virginia. He also conducts training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environmental Quality, Michigan AWWA, Michigan Rural Water Association and Delaware Rural Water Association. He has inspected over ninety community water systems across Michigan, Maryland, Delaware and Virginia.

State of Michigan Industry Certifications

- S-1 Waterworks System Operator, I.D. #5344,
- Journeyman Plumber, License #8214718
- Plumbing Inspector, Registration #004035
- Backflow Prevention Assembly Tester, Certification #95-221
- D - Wastewater License #13281
- ASSE Certified Backflow Preventer Tester license #24223
- ASSE Certified Backflow Preventer Assembly Repairer License #24223
- ASSE Approved Proctor

Professional Experience

- Journey Men Plumber for 32 years
- Utility Wastewater Maintenance 7years.
- Cross Connection Inspector 20 years
- Certified Backflow Preventer Tester 22 years
- Meter Shop Foreman, 10 years
- Distribution Operator/Water Quality Investigator 18 year

Active Member of following Organizations

- American Water Works Association (AWWA) - M 14 Manual Committee
- American Water Works Association (AWWA) - Education Committee
- American Society of Sanitation Engineering (ASSE)
- Michigan Rural Water Association (MRWA)
- Michigan Plumbing Inspectors Forum (MPIF)
- (IAPMO)

Honors

- Past President, Michigan Plumbing Inspectors Forum

Technical Writings

- State of Michigan Cross Connection Control Rules Manual, Fourth Edition, October 2008
- AWWA M14 Cross Connection Manual, Current



Jerry Ayers
Project Manager, Field Inspector

Mr. Ayers has been employed with Hydro Designs, Inc. for over 5 years. Jerry has performed numerous cross-connection control surveys and inspections at large, complex, high hazard industrial facilities. He recently was promoted to Regional Manager for the Michigan Municipal Division. He holds the following industry certifications:

University of Florida – TREEO Center, June 2008

- Cross-Connection Control Program Manager Certificate
- Cross-Connection Control Ordinance & Organization Certificate
- Cross-Connection Control Survey & Inspection Certificate

University of Wisconsin – Madison, November 2006

- Cross-Connection Control and Backflow Prevention Certification

American Society of Sanitary Engineering (ASSE)

- Series 5000, 5150 Backflow Prevention Program Administrator Certification, January 2010
- Certified Backflow Prevention Assembly Tester, August 2011



Organizational Chart

Hydro Designs, Inc.

Larry J. La Bute
Founder/CEO

Mark L. Martin
CPA/Principal

John Hudak
President/COO

Glenn Adamus
Vice President

Gary McLaren
General Mgr. - WI

Paul Patterson
Vice President

Steve Fox
Sales/Training

Edward Auferoth
IT/Technical Services

MICHIGAN TEAM

- *Mark Kneibel – Operations Manager
- *John Crable – Operations Manager
- *Karen Hanson – Administrative Manager
- *John Moe – Field Inspection Services
- *Mark Shalawic – Field Inspection Services
- *Jerry Ayers – Field Inspection Services
- *Gary Bendes – Field Inspection Services
- *Steve Drieskiewicz – Field Inspection Services
- *Bill Aittama – Field Inspection Services
- *Dany Kizy – Field Services/CAD
- *Dan Weinman – Field Services/CAD
- *Ryan Hensley – Administration
- *Bethany Patterson – Administration
- *Tracy Matas – Administration
- *Sam Smithson – Administration
- *Sharon McMahon - Accounting

WISCONSIN TEAM

- *Tony Averbeck – Client Services Manager
- *Al Roller – Field Inspection Services
- *Jerry Rugg – Field Inspection Services
- *D.J. Schneider – Operations Manager
- *Dan Derozier – Field Inspection Services
- *Rick Kinney – Operations Manager
- *Scott Mitchell – Field Inspection Services
- *Scott Lange – Operations Manger
- *Kelly Sterken – Administrative Manager
- *Anne Eckdahl – Administration
- *Nancy Essers - Administration

FLORIDA/MID-ATLANTIC TEAM

- *Greg Hooper = FL Operations
- *Scott Price – Mid-Atlantic Operations
- *Amy La Bute - Administration

Hydro Designs, Inc.
Corporate Office
5700 Crooks Rd., Ste. 100
Troy, MI 48098
800.690.6651
hydrodesignsinc.com
info@hydrodesignsinc.com

Hydro Designs, Inc.
Wisconsin Office
2665 S. Moorland Rd., Ste. 209
New Berlin, WI 53151
800.315.4305

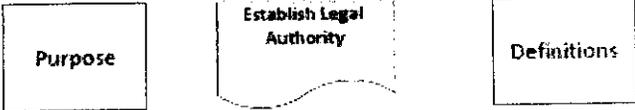
Hydro Designs, Inc.
Mid-Atlantic Office
210 Vickers Dr.
Milford, DE 19963
800.690.6651 ext 5003

Hydro Designs, Inc.
Florida Office
3563 Lake Breeze Dr.
Orlando, FL 32808
800.690.6651 ext. 5001

"Protecting Drinking Water from the Hazards of Backflow since 1983"



Cross Connection Control Program
Sample PLAN Components



COMPLIANCE = P+S+T+D
 PLAN
 SURVEYS
 TESTING
 DOCUMENTATION

Coordination With
 Local Authorities
 (Plumbing/Building/
 Fire/Health)

Public Relations

Training & Certification
 Requirements (Surveys
 & Testing)

Cross Connection
 Control Plan
 Water Utility
 Approved

Approved Backflow
 Prevention Methods
 State & Local

Backflow Prevention
 Assembly &
 Costs

Determine "Degree of
 Hazard" and Re-Inspection
 Frequency

Site Inspections /

Inventory / Assessment
 / Selection of
 Appropriate Backflow
 Prevention Devices

Determine Frequency of
 Testing

Spreadsheets
 Word Processing
 Notice Generation
 Telephone Inquiries
 Backflow Prevention
 SOFTWARE

Data Administration &
 Compliance Reporting

Customer Service
 Quality Assurance

New Construction Plan
 Review or Change in
 Occupancy

Backflow Incident
 Response Procedures

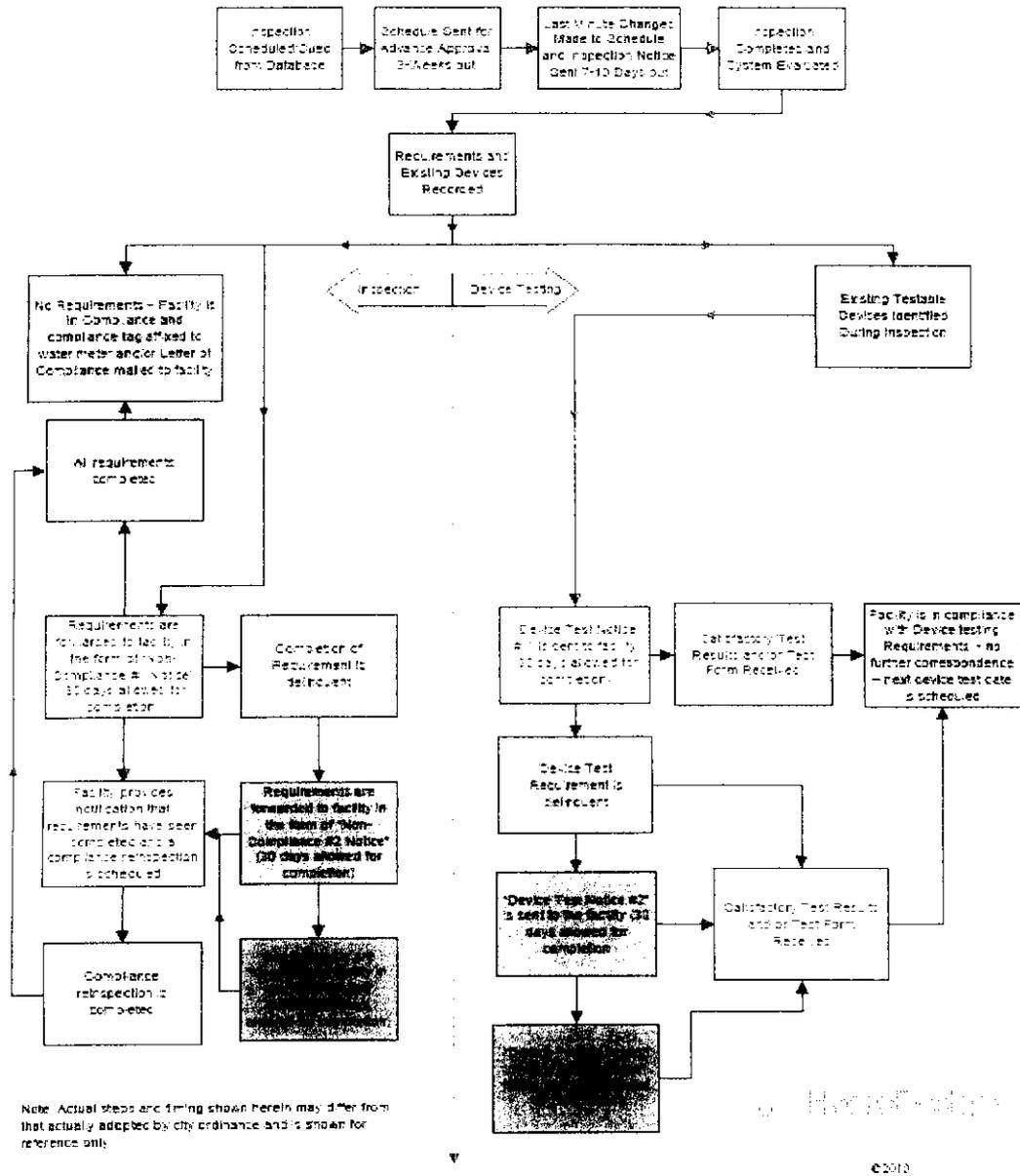
Enforcement
 Action(s)

Budget / S
 Funding for
 Program

In-House Resources & Costs
 Outsource Program Costs
 Combination of Above



Cross Connection Control Program Completion Process



Cross-Connection Control Inspection & Backflow Prevention Assembly Testing Components – Process Flow Chart



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 14-74

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

WHEREAS, Archer Daniels Midland (ADM) has proposed to remove existing structures from the west side of their property, located at 401 East Grand River Avenue and donate this land (a map of this property is attached as Exhibit A) to the City of Portland; and

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

WHEREAS, Fleis and Vandenbrink has proposed to perform a Phase One Environmental Site Assessment on this property for the sum of \$2,000.00, a copy of this proposal is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the proposal from Fleis and Vandenbrink Engineering (attached as Exhibit B) to perform an Environmental Site Assessment on a portion of the property located at 401 East Grand River Avenue for the sum of \$2,000.00.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 2014

Monique I. Miller, City Clerk



Exhibit
A



August 14, 2014

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

**RE: Scope of Services and Fee
Phase I Environmental Site Assessment (ESA)
ADM Property, City of Portland, Ionia County, Michigan**

Dear Tutt:

Fleis & VandenBrink Engineering, Inc. (F&V) appreciates the opportunity to submit this Scope of Services and Fee estimate to you for conducting the above referenced work. Based on our conversation with you, the following outlines our understanding of the project, Scope of Services and budget.

STATEMENT OF UNDERSTANDING

It is our understanding that you are requesting F&V complete this work as part of a buyer's environmental due-diligence with respect to past use of the Property. Current and past land use of the Property is described as feed mill related.

SCOPE OF SERVICES

Phase I ESA

F&V conducts Phase I ESAs in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard Practice E 1527-13. The ASTM standard for ESAs does not include business environmental risks that may have a material environmental or environmentally driven impact on the business associated with the current or planned use of the Property. These risks include asbestos-containing materials, radon, lead-based paint, endangered species, lead in drinking water or wetlands. You have not requested that we review non-ASTM standard ESA items. If vapor risks are identified, we will also conduct a Vapor Encroachment Screening to identify potential Vapor Encroachment Conditions, if any.

The environmental due diligence process is inherently limited and can reduce, but not eliminate, uncertainty about environmental conditions. The purpose of this proposal is neither to eliminate all uncertainty associated with the environmental conditions and risks posed by those conditions, nor to conduct an exhaustive inquiry of the property. Rather, the purpose of this work is to conduct a methodical investigation pursuant to recognized standards in a limited, timely and cost-efficient manner. If recognized environmental conditions (RECs) associated with the property are identified in the Phase I ESA, additional due diligence activities, such as a Phase II ESA, may be required to provide the desired protection.



2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.tveng.com

F&V will complete a Phase I ESA for the subject property and provide a written report summarizing the work performed, findings, opinions and conclusions. Reports will be subject to a quality control review by a qualified senior-level staff member.

SCHEDULE

We will initiate work within 24 hours of your authorization to proceed. You have requested that this report is to be completed within two (2) weeks of your authorization to proceed.

FEE

F&V proposes to complete the work on a lump sum basis for \$2,000. The following assumptions have been made in deriving the above fees:

- F&V will conduct one site visit.
- Required representatives will be readily accessible and available for interviews
- Agency and company files will be readily available and accessible

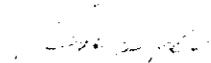
During the completion of an assessment, unknown conditions may occasionally arise that require additional effort over and above the defined scope of services in order to comply with the ASTM Standard. F&V will notify you if a change in the scope of services is required to complete the project. Additional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

If you concur with our Scope of Services and budget, we will provide you with a Professional Services Agreement to authorize the work. This proposal is valid for 90 days.

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

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



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

cc: D. Turley, F&V

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 14-75

A RESOLUTION APPROVING MICHIGAN CAT'S PROPOSAL FOR REPAIRS TO THE FRONT-END LOADER

WHEREAS, the City's Department of Public Works (DPW) has owned and performed routine maintenance on a CAT Front-End Loader for nineteen years; and

WHEREAS, this piece of equipment is used for a multitude of tasks, including snow removal throughout the City; and

WHEREAS, DPW staff has recommended that certain repairs be made to this piece of equipment, including repair to the loader frame and coupler and the replacement of bearings and seals on loader bucket, a memo from Director of Public Services Mike Hyland is attached as Exhibit A; and

WHEREAS, Mr. Hyland and DPW Foreman Ken Gensterblum have sought quotes for the aforementioned work and recommend that the City Council approve the quote from Michigan CAT for \$10,960.54, which is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves staff's recommendation to accept the quote from Michigan CAT for repairs to the front-end loader for \$10,960.54.
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: August 18, 2014

Monique I. Miller, City Clerk

August 14th, 2014

The City Manager

Her Equipment issues

Tim,

Attached is the paperwork you ask for, with an explanation that, hopefully will help.

- * Item #1-Two quotes to repair loader bucket. Additional repairs may need to be made in the future. To get us by for now, we propose to do these and wait on tires/rims.

AIS equipment--\$13,800.00

Michigan CAT---\$10,900.54

Transportation back and forth should be less that \$1000.

Third company chose not to quote

Item #2-Ford tractor that broke. Repair cost estimate:

\$6000.00

\$1800.00 additional cost may be needed depending on damage.

When the repairs are made the tractor will be worth \$8000. to \$6000.

Our recommendation is to replace the tractor with heavier duty one. The heavy duty tractor can fill for the loader if needed. It is used to pull loaf sucker machine, broom, snow removal etc. The tractor cost with the necessary attachments is \$66,162.98. This price has already been bid out through MIDEAL. This is a 5100M series, which should last us for 20-30 yrs. This would be through Rader & Sons.

Item #3-Budgeted 3/4 ton pickup, with plow for the pickup to follow. This also was bid out through MIDEAL and would come from Red Holman Buick GMC in Westland, Mich. for a \$25,696.80

Item #4-Repair transmission in dump truck/snowplow from Capital City International (dealer). Does not work presently.

\$6465.44

If existing core is ok, would be \$5000. less

Exhibit

A



Quotation#: 81087
Repair Estimate

Bill to:
City of Portland

Ship to:
City of Portland

Portland, Michigan 48875

Portland, Michigan 48875

General information

Contact name: Ken
Unit number:
Model: IT28G
Effective date: 2014-07-14
Meter:

Phone number: (517) 647-2948
Manufacturer: CATERPILLAR
Serial number: 08CR02553
Expiration date: 2014-08-14

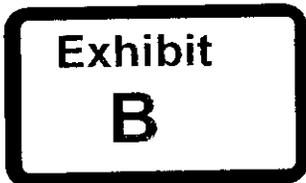
Description	Unit Price	Quantity	Ext Price
Parts to repair loader frame and replace coupler			\$6,176.54
Labor to r&i bearings and seats needed	\$624.00	1	\$624.00
Weld and bore loader frame (upper and lower)	\$2,080.00	1	\$2,080.00
Weld and bor bucket bores	\$2,080.00	1	\$2,080.00
		Sub-total	\$10,960.54
		Total	\$10,960.54

*NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.

Submitted by: Steven F Almas
Phone: 517-699-4800 ext 1514
Fax: 1-866-895-4067
Cell: 616-262-4183
Email: Steve.Almas@michigancat.com

Customer Signature: _____

Date: _____



PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 14-76

A RESOLUTION APPROVING THE PURCHASE OF A NEW JOHN DEERE 5100M UTILITY TRACTOR FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City has owned and maintained a 1991 Ford Model 3130 tractor, used for mowing, leaf pickup, and other essential City services; and

WHEREAS, in July 2014, this tractor experienced a failure of its power take off system (PTO), which has rendered this tractor inoperable during basic functions; and

WHEREAS, Due to the age of this tractor, Director of Public Services Mike Hyland recommends that Council approve replacing this tractor with a John Deere 5100M Utility Tractor utilizing the MiDeal program for the price of \$86,162.98. A memo from Hyland is attached as Exhibit A and a quote from Bader and Sons is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves purchasing a John Deere 5100M Utility Tractor from Bader and Sons, utilizing the MiDeal program, for the price of \$86,162.98.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 2014

Monique I. Miller, City Clerk

August 14th, 2014

To: City Manager

Re: Equipment issues

Tull,

Attached is the paperwork you ask for, with an explanation that, hopefully will help.

Item #1-Two quotes to repair loader bucket. Additional repairs may need to be made in the future. To get us by for now, we propose to do these and wait on tires/rims.

ALS equipment--\$13,869.75
Michigan CAT---\$10,960.54

Transportation back and forth should be less that \$1000.

Third company chose not to quote

* Item #2-Ford tractor that broke. Repair cost estimate: 7

\$6000.00

\$1600.00 additional cost may be needed depending on damage.

When the repairs are made the tractor will be worth \$5000. to \$6000.

L Our recommendation is to replace the tractor with heavier duty one. The heavy duty tractor can fill for the loader if needed. It is used to pull leaf sucker machine, broom, snow removal etc. The tractor cost with the necessary attachments is \$86,162.98. This price has already been bid out through MIDEAL. This is a 5100M series, which should last us for 20-30 yrs. This would be through Bader & Sons. J

Item #3-Budgeted 3/4 ton pickup, with plow for the pickup to follow. This also was bid out through MIDEAL and would come from Fed Holman Buick GMC in Westland, Mich. for a \$25,696.80

Item #4-Repair transmission in dump truck/snowplow from Capital City International (dealer). Does not work presently.

\$6465.44

if existing core is ok, would be \$3000. less

Exhibit

A



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Bader & Sons Co.
 6018 E. Grand River Ave.
 Portland, MI 48875
 517-647-4164
 POACCOUNTING@BADERSJDDEALER.COM

Quote Summary

Prepared For:
 City Of Portland
 259 Kent St
 Portland, MI 48875

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

Quote ID: 10025745
 Created On: 17 July 2014
 Last Modified On: 29 July 2014
 Expiration Date: 18 August 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100M Utility Tractor (85 PTO hp) Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: September 6, 2013	\$ 76,021.50	\$ 57,860.34 X	1 =	\$ 57,860.34
JOHN DEERE H310 Standard Loader Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: August 22, 2013	\$ 7,789.00	\$ 5,919.64 X	1 =	\$ 5,919.64
JOHN DEERE MX7 Lift-Type Rotary Cutter - 540 RPM PTO Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: August 22, 2013	\$ 4,158.00	\$ 3,160.08 X	1 =	\$ 3,160.08
Frontier RB2308 - 8 Ft. Heavy Duty Rear Blade Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: August 19, 2013	\$ 4,085.00	\$ 3,349.70 X	1 =	\$ 3,349.70
Frontier AP13G Floating Pallet Fork for Current Loaders with Global Carrier Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: August 1, 2013	\$ 1,327.00	\$ 1,088.14 X	1 =	\$ 1,088.14

Salesperson : X _____

Accepted By : X _____



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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
 6018 E. Grand River Ave.
 Portland, MI 48875
 517-647-4164
 POACCOUNTING@BADERSJDDEALER.COM

Frontier AF11G - 7 Ft. Boom Mounted Front Blade with Hydraulic Angle for Current Loaders with Global Carrier	\$ 5,018.00	\$ 4,213.76	X	1	=	\$ 4,213.76
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Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment
Price Effective Date: August 1, 2013

Frontier LP1208 - 8 Ft. Heavy Duty 3-Point Land Plane	\$ 2,966.00	\$ 2,432.12	X	1	=	\$ 2,432.12
--	-------------	-------------	---	---	---	-------------

Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment
Price Effective Date: August 19, 2013

SWEEPSTER MH-7	\$ 9,834.00	\$ 8,139.20	X	1	=	\$ 8,139.20
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Contract:
Price Effective Date:

Equipment Total						\$ 86,162.98
------------------------	--	--	--	--	--	---------------------

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 86,162.98
Trade In	
SubTotal	\$ 86,162.98
Total	\$ 86,162.98
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 86,162.98

Salesperson : X _____

Accepted By : X _____

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 14-77

A RESOLUTION APPROVING THE PURCHASE OF A ¾ TON GMC PICKUP TRUCK

WHEREAS, the City has owned and maintained a 1994 Ford Ranger, used for multiple purposes providing City services. This vehicle has outlived its expected life and purpose.

WHEREAS, the 1994 Ford Ranger was being used in the DPW and Parks Departments until it could no longer be driven safely and was budgeted to be replaced in the 2014-2015 fiscal year. Director of Public Services, Mike Hyland recommends that Council approve replacing the vehicle in a memo attached as Exhibit A; and

WHEREAS, DPW Foreman, Ken Gensterblum and Hyland have sought quotes for a replacement truck to be used for snow plowing, material and equipment hauling and other city services as needed and is recommending the purchase of a replacement vehicle; and

WHEREAS, City staff obtained quotes through the MiDEAL program from Red Holman Buick GMC for the purchase of a 2015 GMC Sierra ¾ ton pickup truck for the price of \$25,696.80, a copy of the quote is attached as Exhibit B;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the purchase a 2015 GMC Sierra ¾ ton pickup truck for the purchase price of \$25,696.80 from Red Holman GMC, a copy of the of the quote 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: August 18, 2014

Monique I. Miller, City Clerk

August 14th, 2014

To: City Manager

Re: Equipment Issues

Dear,

Attached is the paperwork you ask for, with an explanation that, hopefully will help.

Item #1-Two quotes to repair loader bucket. Additional repairs may need to be made in the future. To get us by for now, we propose to do these and wait on tires/trim.

ALS equipment--\$13,860.25
Michigan CAT---\$16,960.54

Transportation back and forth should be less than \$1000.

Third company chose not to quote

Item #2-Ford tractor that broke. Repair cost estimate:

\$6000.00
\$1800.00 additional cost may be needed depending on damage.

When the repairs are made the tractor will be worth \$5000. to \$6000.

Our recommendation is to replace the tractor with heavier duty one. The heavy duty tractor can fill for the loader if needed. It is used to pull leaf sucker machine, broom, snow removal etc. The tractor cost with the necessary attachments is \$86,162.98. This price has already been bid out through MIDEAL. This is a 5100M series, which should last us for 20-30 yrs. This would be through Bader & Sons.

Item #3-Budgeted 3/4 ton pickup, with plow for the pickup to follow. This also was bid out through MIDEAL and would come from Red Holman Buick GMC in Westland, Mich. for a \$25,696.80

Item #4-Repair transmission in dump truck/snowplow from Capital City International (dealer). Does not work presently.

\$4455.44

If existing core is ok, would be \$3000. less

Exhibit

A

RED HOLMAN BUICK GMC

35100 FORD RD
WESTLAND, MI 48185

ALBERT LI

Fleet / Municipal Sales

Ph (734) 721-1144 x 405 Fax (734) 721-1780

State of Michigan MiDeal Contract # 071B1300007
MiDeal Spec # 3958-0092

City of Portland Pricing

(MiDeal Pricing)

2015 GMC Sierra 2500HD Reg Cab 4x4 8' Bed

9500# GVWR Gas / Auto Trans Reg Cab w/ Long Box

SPEC 92 - 2012 GMC Sierra 2500HD Reg Cab 4wd	\$ 19,374.00
Upgrade to 2015 All-New GMC Sierra 2500HD Reg Cab	\$ 4,760.60
QXT - LT265/70R17E All-Terrain Tires	\$ 176.00
H2R - Cloth Seat Trim	\$ 75.00
VYU - Snow Plow Prep Package	\$ 396.00
G80 - Locking Rear Differential	\$ 347.60
K4B - Auxiliary 730 CCA Battery	\$ 118.80
Z82 - HD Trailering Package w/ Trailer Brake Controller	\$ 448.80
Total	\$ 25,696.80

Options:

Upgrade to Sierra 3500HD @ 10700# GVWR	+ \$ 920.00
PCR - Power Windows/Htd Mirrors/Keyless Entry	+ \$ 536.80
UVC - Rear Back Up Camera (In-Dash Display)	+ \$ 250.00
SBL - Spray-On Bedliner (Under the Rail)	+ \$ 529.00

Prices Quoted are for a MiDeal Factory Order.

FOB Westland, MI

Delivery Option: \$1.00 per mile (Round Trip based on Mapquest)

**Exhibit
B**

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 14-78

A RESOLUTION APPROVING CAPITAL CITY INTERNATIONAL TRUCK'S QUOTE FOR TRANSMISSION REPAIRS ON THE INTERNATIONAL SNOW PLOW

WHEREAS, the City of Portland currently owns and maintains three snowplows for the removal of snow throughout the city; and

WHEREAS, inspection of one of the International Snow Plows has found that a new transmission is needed to keep the plow truck in operating condition for the upcoming winter; and

WHEREAS, Staff has solicited quotes for the aforementioned work and is recommending that the City Council approve the quote of \$6,465.44, which was submitted by Capital City International Trucks, Inc, and is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves staff's recommendation to accept the quote for a new transmission for the International snow plow truck of \$6,465.44, which was submitted by Capital City International Trucks, Inc.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

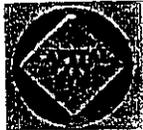
Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 2014

Monique I. Miller, City Clerk



CAPITAL CITY INTERNATIONAL TRUCKS, INC.
 dba/CAPITAL CITY BUS SALES
 1700 NORTH GRAND RIVER AVENUE
 LANSING, MICHIGAN 48906
 PHONE (517) 487-5908 FAX (517) 487-1025
 WATTS (800) 577-5908

INTERNATIONAL TRUCKS-IC BUSES
 DIESEL SERVICE-PARTS AND SERVICE
 HOURS: 7 AM TO 30 PM - MONDAY thru FRIDAY
 7 AM TO 3:30 PM - SATURDAY
 Email: CapitalCityInternational@icm.com
 www.CapitalCityIntlTrucks.com
 REGISTRATION NO. FEDERAL TAX ID NO.
 6103021 5E-2057156

Invoice #	0
Date	
Time	12:17

PO#	
Terms	NET 10TH
Due Date	8/10/2014

RO#	8823	
RO Date	7/17/2014	
Odometer	In 0.0	Out 0.0
Hours	In 0.0	Out 0.0
Service Writer	ALAN MATHER	
Stock#	(24048) 1HTSCAAROSH656693	
Serial#	1HTSCAAROSH656693	
W Make Model	INT OTR#	
Description	4700	
License	219X66	
Fleet#	952	
In Service Date	12/7/1994	

CITY OF PORTLAND (64921)
 ELECTRIC DEPT.
 723 E. GRAND RIVER
 PORTLAND
 Contact: STEVE 517-647-6125

Repair Estimate
 Customer

Memo

Customer Service Issue

Com: A: COMPLAINT OF TRANSMISSION DEFECTIVE.

Cause:

Fix: THIS ESTIMATE IS FOR REPLACEMENT OF TRANSMISSION, FLUSHING TRANS COOLER, INSTALLING NEW FLUID, & REPLACEMENT OF EXTERNAL TRANS FILTER IF APPLICABLE.

Note:

Mech	Type	Description			Total	
27	Labor	T-1	R & I TRANS, FLUSH COOLER	11.2000	102.00	\$1,142.40
	Misc.	ATF - GOV'T	ATF, FOR FLUSHING COOLER, & TO FILL	48.0000	4.00	\$192.00
	Item	25937650-224	REMAN TRANS			
			TRANS-650	1.0000	1987.50	\$1,987.50
	Core Chrg.	25937650-224	TRANS-650 (Core Charge)	1.0000	3000.00	\$3,000.00
	Misc.	MISC. OTHR SHOP	EXTERNAL FILTER, HARDWARE, ZIP TIES	1.0000	75.00	\$75.00
	Misc.	MSC	Misc Supplies/Environmental charges/cleaners	1.0000	68.54	\$68.54
					Subtotal	\$6,465.44

Customer Service Issue

Com: B: REAR MAIN ENGINE SEAL DEFECTIVE.

Cause:

Fix: THIS ESTIMATE IS FOR REMOVAL OF FLEX PLATE, REPLACING REAR MAIN SEAL, REINSTALLING FLEX PLATE, TOPPING OF ENGINE OIL AS NEEDED.

Note:

Mech	Type	Description			Total	
27	Labor	T-2	R & I FLEX PLATE, REAR MAIN SEAL	1.2000	102.00	\$122.40
	Item	1812329C94-100-NAVISTR	KT SEAL	1.0000	111.84	\$111.84
	Misc.	CI4 OIL BULK - GOV'T	15W40 ENGINE OIL	4.0000	4.25	\$17.00
	Misc.	MSC	Misc Supplies/Environmental charges/cleaners	1.0000	7.34	\$7.34
					Subtotal	\$258.58

Important Service Issue

Com: THIS IS A ESTIMATE NOT A QUOTE ANY HIDDEN OR UNFORSEEN DAMAGE IS NOT INCLUDED MISC CHARGES MAY BE APPLIED ESTIMATE SUBJECT TO CHANGE

Exhibit
A

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 14-79

**A RESOLUTION APPROVING FREDERICKSON SUPPLY, LLC'S QUOTE
FOR A DEBRIS TANK DOOR ASSEMBLY FOR THE VAC-CON VACTOR
TRUCK**

WHEREAS, the City owns and maintains a Vac-Con Vactor truck, which is used to clean sanitary and storm sewer lines, hydro-excavating, and during routine wastewater plant maintenance.; and

WHEREAS, City staff has found that the debris tank door assembly, leading to the fluid holding tank, is failing and needs to be repaired (a memo from Director of Public Service Mike Hyland is attached as Exhibit A); and

WHEREAS, DPW staff has further recommended that they will be able to replace this assembly and repaint, if necessary; and

WHEREAS, City staff has solicited quotes for the aforementioned parts and is recommending that the City Council approve the quote of \$5,789.03, which was submitted by Frederickson Supply, LLC and is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves staff's recommendation to accept the quote of \$5,789.03, which was submitted by Frederickson Supply, LLC and 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: August 18, 2014

Monique I. Miller, City Clerk

August 14th, 2014

To: City Manager

Re: Equipment Issues

Gent,

Attached is the paperwork you ask for, with an explanation that, hopefully will help.

Item #1-Two quotes to repair loader bucket. Additional repairs may need to be made in the future. To get us by for now, we propose to do these and wait on tires/rims.

AIS equipment--\$13,860.25

Michican CAT---\$10,960.54

Transportation back and forth should be less than \$1000.

Third company chose not to quote

Item #2-Ford tractor that broke. Repair cost estimate:

\$6000.00

\$1800.00 additional cost may be needed depending on damage.

When the repairs are made the tractor will be worth \$5000. to \$6000.

Our recommendation is to replace the tractor with heavier duty one. The heavy duty tractor can fill for the loader if needed. It is used to pull leaf sucker machine, broom, snow removal etc. The tractor cost with the necessary attachments is \$86,162.98. This price has already been bid out through MIDEAL. This is a 5100M series, which should last us for 20-30 yrs. This would be through Bader & Sons.

Item #3-Budgeted 3/4 ton pickup, with plow for the pickup to follow. This also was bid out through MIDEAL and would come from Red Helman Buick GMC in Westland, Mich. for a \$25,696.80

Item #4-Repair transmission in dump truck/snowplow from Capital City International (dealer). Does not work presently.

\$6465.44

If existing core is ok, would be \$3000. less

Exhibit

A

FREDRICKSON SUPPLY, LLC
3705 LINDEN AVENUE S.E.
WYOMING, MI 49548



QUOTE

DATE QUOTE #

8/15/2014 1833

CUSTOMER:

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

SHIP TO:

CITY OF PORTLAND
451 MORSE DRIVE
PORTLAND, MI 48875

P.O. No.

Terms

Rep

NET 30

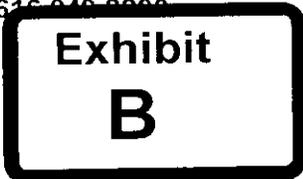
JG

ITEM	DESCRIPTION	QTY.	PRICE	QUOTE TOT...
711-0022	DEBRIS TANK DOOR ASSEMBLY	1	5,389.03	5,389.03
FREIGHT	SHIPPING & HANDLING	1	400.00	400.00
FREIGHT	SHIPPING & HANDLING		0.00	0.00
	Sales Tax		0.00%	0.00

Phone: 616.949.2385
Fax: 616.949.8888

QUOTE TOTAL

\$5,789.03



PORTLAND CITY COUNCIL

Ionia County, Michigan

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

**RESOLUTION NO. 14-80
A RESOLUTION TO AMEND THE BUDGET
FOR FISCAL YEAR 2014-2015**

WHEREAS, State law prohibits local units of government from ending any fiscal year with a negative fund balance in any fund; and

WHEREAS, the Finance Director has reviewed current fund balances and expenditures for FY 2014-2015 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the 2014-2015 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated:

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 14-81

A RESOLUTION APPROVING PAY REQUEST NO. 3 TO CL TRUCKING, INC. FOR WORK DONE ON THE KNOX, BARLEY, AND STORZ IMPROVEMENT PROJECT

WHEREAS, the City awarded a contract in the amount of \$695,729.85 to CL Trucking, Inc. to make certain improvements to Barley, Knox, and Storz Streets (the Contract); and

WHEREAS, the City previously approved Change Order No. 1, to place insulation over new water service lines at a cost of \$2.00 per linear foot, and Change Order No. 2, to remove a tree and relocate a fire hydrant and valve with cut in tee and sleeve on Knox Avenue; Change Order No. 3, removing two trees on Barley Avenue; Change Order No. 4, to replace outdated storm sewer on Barley Street; Change Order No. 5, a milling and resurfacing of the remaining asphalt on Storz Avenue; and Change Order No. 6, the milling and resurfacing of a section of East Bridge Street; Change Order No. 7, the installation of a block retaining wall measuring 96 square feet (32' x 3') on Storz Avenue, thus increasing the total contract price to \$726,829.50; and

WHEREAS, CL Trucking, Inc. has submitted Pay Request No. 3 requesting a progress payment for work completed through August 1, 2014, a copy of which is attached as Exhibit A; and

WHEREAS, the City Engineer on this Project has reviewed Pay Request No. 3 and is recommending that the City Council approve payment in the amount of \$337,531.56.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Engineer's recommendation to approve Pay Request No. 3 and authorizes payment in the amount of \$337,531.56 to CL Trucking, Inc. for work completed through August 1, 2014.
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: August 18, 2014

APPLICATION FOR PAYMENT NO 3

To: City of Portland (OWNER)
 From: CL Trucking & Excavating, LLC (CONTRACTOR)
 Contract: _____
 Project: 2014 Street & Utility Improvements - Knox, Barly & Storz (Reconstruct) / Elm & Smith (Resurface)

OWNER's Contract No. _____ ENGINEER's Project No. 815400
 For Work accomplished through the date of: August 1, 2014

1. Original Contract Price:	\$	<u>695,729.85</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$	<u>31,099.65</u>
3. Current Contract Price (1 plus 2):	\$	<u>726,829.50</u>
4. Total completed and stored to date:	\$	<u>752,268.00</u>
5. Retainage (per Agreement):		
_____ % of completed Work:	\$	_____
<u>5</u> % of Contract Price:	\$	<u>37,613.40</u>
_____ % of stored material:	\$	_____
Total Retainage:	\$	<u>37,613.40</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$	<u>714,654.60</u>
7. Less previous Application for Payments:	\$	<u>377,123.04</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	<u>337,531.56</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that to the best of its knowledge (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: August 11, 2014

CL Trucking & Excavating, LLC
 CONTRACTOR

By: Chad Listerman
 Authorized Signature

Chad Listerman
 Printed or Typed Name

ENGINEER's Recommendation:
 Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8/14/2014

STEVEN R. VANDER BANK
 ENGINEER

By: Steven R. Vander Bank
 Authorized Signature

Steven R. Vander Bank
 Printed or Typed Name



PURCHASE ORDER

CITY OF PORTLAND

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

TO CL Trucking & Excavating

SHIP TO

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
8/14/2014					
QUANTITY	DESCRIPTION			PRICE	AMOUNT
	Pay Request 3				\$337,531.56
	203.452.804003	Local Sts	Cont Svc	\$275,042.24	
	591.441.804003	Water	Cont Svc	\$ 19,155.81	
	590.441.804003	Waste Wtr	Cont Svc	\$ 43,333.51	

NOT FOR RESALE FOR RESALE

TAX NUMBER _____

AUTHORIZED SIGNATURE

ORIGINAL

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

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, August 4, 2014

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, and Sunstrum; City Manager Gorman; Interim Assistant City Manager and DDA Director Reagan; City Clerk Miller; Police Chief Knobelsdorf

Absent: Council Member Smith

Guests: Patrice Weber; Kathy Parsons; Tom Thelen of the Review & Observer

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

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

Yeas: Fitzsimmons, VanSlambrouck, Sunstrum, Barnes

Nays: None

Absent: Smith

Adopted

Motion by Sunstrum, supported by VanSlambrouck, to excuse the absence of Council Member Smith.

Yeas: Sunstrum, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Absent: Smith

Adopted

Under the City Manager Report, City Manager Gorman gave an update on the Old School Manor property. The WODA Group was seeking funding from MSHDA but lost points on a couple of critical issues, including the lack of local transportation and not having 36 units in the building.

City Manager Gorman advised he spoke with Mr. Patterson of The WODA Group to get an update on where they stand with the potential project. They do have concerns with the building itself, but not with the community which is in fact why they continue to consider the project. They are currently moving forward with the architects to see if they can increase the number of units to 36. They should know by November if the project is viable. The City will work on trying to address the public transportation issue and consider other possibilities, including demolition of the building.

City Manager Gorman stated the phones at City Hall have been out of service since Monday, July 28th. The most recent update from the Portland Public Schools, as the City is on the School's phone service, is that phone service should be restored by Wednesday. In the meantime, staff has

connected an analog phone with an answering machine to one of the fax lines. All phone lines are currently being forwarded to that phone.

City Manager Gorman further stated that the phone partnership with the schools has been successful to this point. They are giving priority to the City's phone lines as they work toward getting the software upgraded.

Under Old Business, City Manager Gorman stated that he spoke with Mr. Frewen of Frewen Realty late last week. Patrice Weber was able to close on the financing for her project to convert the old Portland Federal Credit Union property at 223 Charlotte Hwy. into an assisted living center and they would like to move forward with the rezoning.

Ms. Weber addressed the Council and stated she currently has five individuals on a waiting list and she will begin advertising soon. The facility will house 19 residents with assisted living including those with Alzheimer's and dementia. Ms. Weber further stated she is very excited to be in the community. She plans to have the facility open by January 15th.

Motion by VanSlambrouck, supported by Sunstrum, to remove the consideration of Ordinance 175HH, to rezone the property at 223 Charlotte Hwy. from C-2 to R-2, from the table.

Yeas: VanSlambrouck, Sunstrum, Fitzsimmons, Barnes

Nays: None

Absent: Smith

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Ordinance 175HH to amend the City Zoning Map.

Yeas: VanSlambrouck, Fitzsimmons, Sunstrum, Barnes

Nays: None

Absent: Smith

Adopted

Under New Business, the Council considered Resolution 14-66 to approve Change Order No. 7, in the amount of \$3,854.40 to construct a 96 square foot block retaining wall on Storz Avenue, to the contract with CL Trucking, Inc. for the Barley, Knox, and Storz Improvements Project. City Manager Gorman presented photos of the project and outlined the need for the retaining wall. The City Engineer has prepared and is recommending this change order.

City Manager Gorman advised the street improvement project is near completion with some punch list items remaining. The final walk-through with engineers will be held soon.

Motion by Sunstrum, supported by Fitzsimmons, to approve Resolution 14-66 approving Change Order No. 7 to the contract with CL Trucking, Inc. for the Barley, Knox, and Storz Improvements Project.

Yeas: Sunstrum, Fitzsimmons, VanSlambrouck, Barnes

Nays: None

Absent: Smith

Adopted

The Council considered Resolution 14-67 to confirm the Mayor's appointments of Rush Clement to the Downtown Development Authority with a term expiring June 30, 2018 and Patrick Fitzsimmons to the Economic Development Corporation with a term expiring June 30, 2019.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 14-67 confirming the Mayor's appointments to City Boards and Commissions.

Yeas: VanSlambrouck, Fitzsimmons, Sunstrum, Barnes

Nays: None

Absent: Smith

Adopted

The Council considered Resolution 14-68 to approve the Board of Light and Power's recommendation to purchase six rolls of Kerite wire in the amount of \$51,975.00 from Resco for undergrounding work being done by the Electric Department in the area of Friend Road, Gibbs Road, Maynard Road, Riverest Road and Oak Road which was approved by Council in March. City Manager Gorman advised that Resco is the sole-source supplier of Kerite wire in the State. This purchase was included in the Fiscal Year 2014-2015 Budget.

Motion by Sunstrum, supported by Fitzsimmons, to approve Resolution 14-68 approving the Board of Light and Power's recommendation to purchase six rolls of Kerite wire from Resco.

Yeas: Sunstrum, Fitzsimmons, VanSlambrouck, Barnes

Nays: None

Absent: Smith

Adopted

The Council considered Resolution 14-69 to approve a bid in the amount of \$7,790.00 from Cook Brothers Excavating to install a sanitary manhole on West Bridge Street to repair an offset of 6" line to 8" line in the sanitary sewer lines which has caused clogging issues resulting in multiple sewage backups at 200 West Bridge Street. The Wastewater Treatment Plant staff has determined the installation of this sanitary sewer manhole would alleviate this issue and help prevent future sewage backups and overflows at this location.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 14-69 approving a bid from Cook Brothers Excavating to install a sanitary manhole on West Bridge Street.

Yeas: VanSlambrouck, Fitzsimmons, Sunstrum, Barnes

Nays: None

Absent: Smith

Adopted

Motion by Fitzsimmons, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council held on July 21, 2014, payment of invoices in the amount of \$58,064.77 and payroll in the amount of \$147,865.82 for a total of \$205,930.59. Also included were purchase orders to the United States Geological Survey in the

amount of \$7,850.00 for operation of the Streamgaging station on the Grand River in Portland and to Resco in the amount of \$51,975.00 for six rolls of Kerite wire.

Yeas: Fitzsimmons, VanSlambrouck, Sunstrum, Barnes

Nays: None

Absent: Smith

Adopted

Under City Manager Comments, City Manager Gorman stated that to-date Relay for Life in Portland has raised \$62,900. This year's event is not over yet, donations can be made through August 31st.

Portland Main Street's "Wine the Walk" will be held on the Boardwalk on Saturday, August 16th from 4:00 to 11:00 P.M. The will include Michigan made craft beer and wine tasting.

The Primary Election will be held tomorrow, Tuesday, August 5th. Registered voters in the City of Portland will vote on the 2nd floor of City Hall. Polls will be open from 7:00 A.M. to 8:00 P.M.

The Chamber of Commerce will hold its Legislative Luncheon on Monday, August 11th at the China Buffet and its Annual Golf Outing on Thursday, August 21st at Willow Wood Golf Course.

Under Council Comments, Mayor Pro-Tem VanSlambrouck stated he has received some complaints about the quality of the mill and fill placed on the cemetery roads. There are large chunks of asphalt that make walking on the roads difficult.

City Manager Gorman stated he will talk to the DPW and Cemetery Director Scheurer to see if this can be repaired somehow.

Mayor Pro-Tem VanSlambrouck also stated that although the City may have an opportunity to see The WODA Group redevelop the Old School Manor property we still need to consider other possibilities. He further stated he would like to see the City stay on track for funding if razing of the building is required.

Mayor Barnes commented that it was very rewarding to be a part of the Relay for Life event held over the weekend. He would love to see a cure for cancer just like they were able to cure polio. Individuals need to communicate with their congressional representatives regarding the need for funding for more research.

Mayor Barnes noted the Relay for Life sign that is meant to be posted at the entrance of the City designating Portland as a Relay for Life community.

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

Yeas: Fitzsimmons, VanSlambrouck, Sunstrum, Barnes

Nays: None

Absent: Smith

Adopted

City of Portland
Synopsis of the Minutes of the August 4, 2014 City Council Meeting

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

Present – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, and Sunstrum; City Manager Gorman; Interim Assistant City Manager and DDA Director Reagan; City Clerk Miller; Police Chief Knobelsdorf

Absent – Council Member Smith

Second Reading and Consideration of Proposed Ordinance 175HH to amend the City of Portland's Zoning Map, to rezone the property at 223 Charlotte Hwy. from C-2 to R-2.

All in favor. Approved.

Approval of Resolution 14-66 approving Change Order No. 7 to the contract with CL Trucking, Inc. for the Barley, Knox, and Storz Improvements Project.

All in favor. Approved.

Approval of Resolution 14-67 confirming the Mayor's appointments to City Boards and Commissions.

All in favor. Approved.

Approval of Resolution 14-68 approving the Board of Light and Power's recommendation to purchase six rolls of Kerite wire from Resco.

All in favor. Approved.

Approval of Resolution 14-69 approving a bid from Cook Brothers Excavating to install a sanitary manhole on West Bridge Street.

All in favor. Approved.

Approval of the Consent Agenda.

All in favor. Approved.

Adjournment at 7:30 P.M.

All in favor. Approved.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
BUSINESS CARD	02075	CONFERENCE, CAP TOP FOR PATROL VEHICLE-CEM, AS	1,764.87
UNITED STATES POSTAL SERVICE	00463	POSTAGE- ELC, WTR, WASTEWATER, GENERAL	920.46
STATE OF MICHIGAN	00428	SALES TAX - ELECTRIC	11,398.91
AECOM TECHNICAL SERVICES	01810	PORTLAND DAM/FERC MONITORING - ELECTRIC	265.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET - PARKS	160.00
THE BANK OF NEW YORK MELLON, N.A.	01541	PRINCIPAL & INTEREST PAYMENT - WATER	75,248.40
B&W AUTO SUPPLY, INC.	00030	PARTS, SUPPLIES - CEM, PARKS, MTR POOL	959.49
CHEEKY MONKEYS	01782	COFFEE/ROLLS - ELECTION	50.00
CHROUCH COMMUNICATION, INC.	00082	MAINT CONTRACTS - ELECTRIC	78.50
CINTAS-725	00083	UNIFORM & RUG CLEANING - VARIOUS DEPTS	1,106.67
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	418.35
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	18.59
DORR INDUSTRIES	02290	3 STATE PICNIC TABLES - PARKS	489.70
FAMILY FARM & HOME	01972	WEED KILLER - MAJ STS	44.28
GANNETT MICHIGAN NEWSPAPERS	00236	JULY LEGAL NOTICES - GENERAL	207.00
GRAND HOTEL	MISC	HOTEL STAY FOR MI ASSOC OF PLANNING CONFERENCE	1,002.24
GRANGER CONTAINER SERVICE	00175	REFUSE - POLICE, COMM PROMO, ELECTRIC	148.40
GRANGER CONTAINER SERVICE	00175	RECYCLING - REFUSE	1,434.65
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - WASTE WTR	151.52
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - REFUSE	7,337.10
GREAT LAKES COATINGS	00178	RUBBERIZED CRACK SEALANT - MAJ STS, LOC STS	2,592.00
GREAT LAKES COATINGS	00178	VALL VALVE BRONZE/SQEEGEE - MTR POOL	148.00
GREGORY LEFKE	00241	LABOR & MATERIAL TO REPLACE SIDEWALK - LOC STS	240.00
HASSELBRING-CLARK	02073	MAINTENANCE COST - GENERAL	126.21
HYDRO DESIGNS, INC.	01308	INSPECTION & REPORTING SERVICES - WATER	465.00
HYDRO DYNAMICS	02203	REPAIR KIT, PUMP PICK UP - WASTE WTR	1,904.87
IONIA COUNTY ROAD COMMISSION	00208	EQUIPMENT RENTAL - MAJ STS, LOCAL STS	458.40
JEFF TROOPER	MISC	PALS PROVIDER COURSE INSTRUCTOR - AMBULANCE	350.00
KERR PUMP	01877	SEAL FAIL RELAY - WASTE WTR	120.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KERR PUMP	01877	CAP START - WASTE WATER	115.60
LYONS TOWNSHIP	00247	REIMBURSEMENT FOR PAYMENTS - AMBULANCE	50.00
MICHIGAN ASSOCIATION OF PLANNING	02291	MEMBERSHIP/CONFERENCE FEE - CITY MANAGER	500.00
MPC CASHWAY LUMBER	00317	GRAVEL MIX - MAJOR STS	17.00
MUZZALL GRAPHICS	00326	CONFIDENTIAL WINDOW ENVELOPES - INCOME TAX	109.19
NORTHEAST WISCONSIN TECH COLLEGE	MISC	TASER TRAINING INSTRUCTOR -POLICE	175.00
STATE OF MICHIGAN	00428	BACTI SAMPLES - WATER	216.00
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMBULANCE	59.95
R.D.J. SPECIALTIES INC	00382	MEDIC TAKE NOTE POUCH FOR PUBLIC - AMBULANCE	525.96
RESCO	00392	FLAG HOLDERS - ELECTRIC	744.67
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	54.24
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	54.24
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	54.24
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	39.12
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	91.12
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	49.20
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	55.92
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	50.24
TOM'S FOOD CENTER	00452	SUPPLIES, BUG SPRAY, FOOD, BATTERIES-VARIOUS D	737.47
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA FACTOR - ELECTRIC	225.00
VERIZON WIRELESS	00470	PHONE SERVICE - CTY MGR, PARKS, CEM, AMB, ELEC	361.45
VILLAGE LAUNDRY	01490	DRY CLEANING - POLICE	66.00
VILLAGE LAUNDRY	01490	DRY CLEANING - POLICE	99.00
WOW! INTERNET-CABLE PHONE	02132	CABLE SERVICE - ELECTRIC	32.97
MARY BECKHOLD	01113	WAGES - ELECTIONS	124.78
JAYNE HUHN	00501	WAGES - ELECTIONS	16.10
GENEVIEVE LEHMAN	00502	WAGES - ELECTIONS	124.78
NOREEN LOGEL	01105	WAGES - ELECTIONS	154.69
YVONNE M. MILLER	00037	WAGES - ELECTIONS	154.69

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ROSEMARY NELLER	00505	WAGES - ELECTIONS	20.13
DOROTHY PLATTE	01111	WAGES - ELECTIONS	124.78
RICHARD POHL	00508	WAGES - ELECTIONS	20.13
LORETTA SCHRAUBEN	01420	WAGES - ELECTIONS	116.73
KATHLEEN POHL	01819	WAGES - ELECTIONS	124.78
KAY PARKHOUSE	01965	WAGES - ELECTIONS	124.78
CAROL MCLANE	01966	WAGES - ELECTIONS	20.13
RYAN POWERS	02292	WAGES - ELECTIONS	136.85
GREG GEIGER	02293	WAGES - ELECTIONS	136.85
KELLY POWERS	01200	WAGES - ELECTIONS	144.90
DORA GILLMER	02294	WAGES - ELECTIONS	124.78
KEITH ZIMMER	MISC	ENERGY OPTZ - ELECTRIC	165.00
GREG BARNES	00036	PREMIUM REBATE - GENERAL	7.80
ROBERT BAUER	01656	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	6.27
BARBARA BROWN	MISC	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
NEIL BROWN	01796	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	2.90
SCOTT CASSEL	00071	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
NOLAN CHAPMAN	00079	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
TOM DEMPSEY	00398	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
TIM GROENHOF	01919	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
THOMAS HEALD	02251	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	11.15
JON M. HYLAND	00196	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	6.27
MICHAEL KAPCIA	00223	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
JAMES KNOBELSDORF	02255	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	8.95
NIKKI MILLER	00733	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
YVONNE M. MILLER	00037	2013 HEALTH INSURANCE PREMIUM REBATE- GENERAL	6.97
MIKE OWEN	01809	2013 HEALTH INSURANCE PREMIUM REBATES - GENERAL	6.27
STEPHEN PULLING	00378	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
MARY SCHEURER	00408	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	2.80

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
SHANE SCHEURER	01575	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
BRENDA SCHRAUBEN	00410	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
DOUGLAS SHERMAN	00414	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
TOM TEITSMA	00655	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
ROYAL THOMASON	00449	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
MINDY TOLAN	01228	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.80
DAVE WILLSON	00484	2013 HEALTH INSURANCE PREMIUM REBATE - GENERAL	7.89
CENTURYLINK	01567	TELEPHONE SVC - VARIOUS DEPTS	18.55
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	1,859.50
CONSUMERS ENERGY	00095	GAS SERVICES - VARIOUS DEPTS	507.72
KENDALL ELECTRIC	00225	ELBOWS, ADAPTERS & PULLING LUBE - ELECTRIC	75.00
KENDALL ELECTRIC	00225	ADAPTER, PULLING LUBE - ELECTRIC	872.78
RESCO	00392	CONNECTORS - ELECTRIC	852.00
RESCO	00392	GROUND RODS - ELECTRIC	331.90
RESCO	00392	PADMOUNT TRANSFORMER/ST LIGHT - ELECTRIC, COMM	1,428.80
MODEL FIRST AID SAFETY/TRAINING	00313	1ST AID SUPPLIES - ELECTRIC	109.74
RESCO	00392	METER SOCKETS W PLATES - ELECTRIC	396.00
RESCO	00392	METER SOCKETS WITH PLATES - ELECTRIC	1,344.00
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE-CEMETERY, PARKS, MOTOR POOL	364.00
STATE OF MICHIGAN	00428	FEE FOR LICENSE RENEWAL FOR SERVICE & TRUCKS-A	175.00
MICHIGAN LOCAL GOVT MGMT ASSN	00279	MEMBERSHIP DUES - CITY MANAGER	55.00
PAMA	01370	CONCRETE DRIVE & MISC EXP, CITY'S PORTION- COM	8,042.24
BASIC	01983	QUARTERLY FEE FOR HRA ADMINISTRATION - GENERAL	256.50
MARK SPOHN	02110	MOWING SERVICE - COMM PPGM	230.00
MENARDS	00260	LUMBER - ELECTRIC	202.72
NATHAN RUDDY	02295	TENNIS INSTRUCTORS - RECREATION	225.70
PAYTON LOWERY	02296	TENNIS INSTRUCTORS - RECREATION	273.90
JARED GUY	02208	TENNIS INSTRUCTORS - RECREATION	778.05
ALEX HOLDREN	01043	TENNIS INSTRUCTORS - RECREATION	717.60

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ASHER DORSHIMER	02209	TENNIS INSTRUCTORS - RECREATION	487.20
ELYSE ELDRIDGE	02210	TENNIS INSTRUCTORS - RECREATION	268.80
MHR BILLING	01780	MONTHLY BILLING - AMBULANCE	1,116.00
ERIK LITTS	01797	CONFERENCE REIMB - ASSESSOR	75.60
FLEIS & VANDENBRINK	00153	DATA EVALUATION AND MONITOR WELL SAMPLING - EL	1,164.85
BS&A SOFTWARE	00029	SOFTWARE ANNUAL SUPPORT & SERVICE -GENERAL	4,195.00
KIESLER'S POLICE SUPPLY INC.	02297	AMMO - POLICE	1,950.79
MCKENNA ASSOCIATES	02263	PROFESSIONAL SERVICES FOR MASTER PLAN - CODE	2,649.47
SPRINT	00859	CELL PHONE - POLICE	120.72
CHROUCH COMMUNICATION, INC.	00082	MAINT CONTRACTS -POLICE	115.30
P.A.T.A.	02211	SUMMER TENNIS INSTRUCTION - RECREATION	2,201.85
MICHIGAN TASER DISTRIBUTING	01775	EXTENDED DIGITAL POWER MAGAZINE - POLICE	89.00
USA BLUEBOOK	01850	GLOVES, FLOAT SWITCH - WASTE WTR	224.84
USA BLUEBOOK	01850	FLOAT SWITCH - WASTE WTR	124.40
MODEL FIRST AID SAFETY/TRAINING	00313	RESTOCKED 1ST AID SUPPLIES - WASTE WTR	55.02
MI MUNICIPAL LIAB & PROF POOL	00288	INSURANCE - VARIOUS DEPTS	78,911.00
WEX BANK	02181	MOTOR FUEL & OIL - ELECTRIC, MTR POOL	3,818.45
CITY OF PORTLAND-PETTY CASH	00701	MILEAGE REIMB, POSTAGE - ELECTIONS, GENERAL, A	285.88
STAPLES BUSINESS ADVANTAGE	00426	PAPER, SUPPLIES - ELECTIONS, POLICE, GENERAL	307.39
CL TRUCKING & EXCAVATING, LLC	00066	2014 ST IMPROVEMENTS, KNOX, BARLEY, STORZ - LOC	337,531.56
Total:			5571,557.99

**BI-WEEKLY
WAGE REPORT
August 15, 2014**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	11,014.64	39,430.72	813.56	17,890.74	57,321.46
ASSESSOR	1,166.40	4,569.66	89.23	1,708.83	6,278.49
CEMETERY	5,580.83	17,955.94	426.01	6,418.75	24,374.69
POLICE	16,421.34	58,746.82	1,540.76	19,132.89	77,879.71
CODE ENFORCEMENT	581.21	2,313.65	44.45	886.18	3,199.83
PARKS	4,651.79	13,371.10	355.45	2,987.53	16,358.63
INCOME TAX	1,657.81	5,987.43	110.94	4,037.97	10,025.40
MAJOR STREETS	3,205.38	12,489.00	226.68	8,830.42	21,319.42
LOCAL STREETS	1,201.47	8,010.73	84.69	6,097.11	14,107.84
RECREATION	2,079.98	7,426.81	155.33	3,761.49	11,188.30
AMBULANCE	12,619.86	39,920.67	1,149.30	9,072.88	48,993.55
DDA	-	-	-	-	-
ELECTRIC	14,418.20	59,149.98	1,082.00	34,255.82	93,405.80
WASTEWATER	8,449.93	33,198.79	634.61	19,128.51	52,327.30
WATER	5,634.51	20,975.76	425.47	10,632.66	31,608.42
MOTOR POOL	1,404.27	4,530.67	100.65	3,256.87	7,787.54
TOTALS:	90,087.62	328,077.73	7,239.13	148,098.65	476,176.38

**BI-WEEKLY CASH BALANCE ANALYSIS
8/18/2014**

FUND	BEGINNING BALANCE	RECEIPTS	EXPENSES	JOURNAL ENTRY RECEIPTS	JOURNAL ENTRY EXPENSES	CASH BALANCE	TIME CERTIFICATES	ENDING BALANCE
GENERAL	261,972.00	42,550.39	120,504.61		5,245.00	178,772.78	235,000.00	413,772.78
INCOME TAX	23,508.74		2,367.60	470,150.00	470,150.00	21,141.14	10,000.00	31,141.14
MAJOR STREETS	123,297.43	18,912.68	5,744.56		3,615.00	132,850.55	-	132,850.55
LOCAL STREETS	75,247.40	8,981.05	277,434.23	222,000.00	3,246.00	25,548.22	-	25,548.22
RECREATION	6,644.38	5,250.00	8,037.44			3,856.94	-	3,856.94
AMBULANCE	164,605.04	17,072.80	29,341.86		4,167.00	148,168.98	-	148,168.98
CAPITAL IMPR-RED MILL IMPROVEMENTS	15,000.00					15,000.00		15,000.00
CAPITAL IMPR-WELLHEAD GRANT	3,729.95					3,729.95		3,729.95
CAPITAL IMPROVEMENT-STREETS	1,022,823.00				290,000.00	732,823.00		732,823.00
REFUSE COLLECTION	28,742.51	3,213.67	8,932.74			23,023.44	-	23,023.44
ELECTRIC	179,665.06	103,655.52	191,413.25		383.00	91,524.33	520,000.00	611,524.33
WASTEWATER	(59,045.88)	24,717.79	61,494.01	68,000.00	2,942.00	(30,764.10)	-	(30,764.10)
WATER	372,422.36	22,779.78	105,424.96		2,584.00	287,193.18	420,000.00	707,193.18
MOTOR POOL	10,616.10		22,617.62	22,182.00		10,180.48	-	10,180.48
DDA	55,981.43	1,002.77	10,795.99		19,215.00	26,973.21	-	26,973.21
TOTALS:	2,285,209.52	248,136.45	844,108.87	782,332.00	801,547.00	1,670,022.10	1,185,000.00	2,855,022.10
								ELECTRIC-RESTRICTED CASH
								410,000.00
								CUSTOMER DEPOSIT CD
								170,000.00
								PERPETUAL CARE CD
								130,000.00
								INCOME TAX SAVINGS
								405,678.11
								ELECTRIC-PRIN & INT ESCROW
								155,036.61
								WASTEWATER -DEBT ESCROW
								181,717.71
								WASTEWATER-REPAIR ESCROW
								69,590.55
								DDA-PRIN/INT ESCROW
								130,364.00
								2,837,386.98
								4,507,409.08

* CASH IN TIME CERTIFICATES
**INVEST IN TIME CERTIFICATES

CITY OF PORTLAND
BOARD AND COMMISSION
APPLICATION

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

Please print your responses

Date: 5/13/14

Name: Michael Culp

Address: 912 E. GRAND RIVER

Telephone No. (517) 647-6265

E-mail address michaelculp@michaelculp.com

Employer State Farm

Telephone No. SAME AS LISTED

How long have you lived in the City of Portland?

Above

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

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

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

Education

Are you a high school graduate? YES

Battle Creek Central, 1984

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

Kennesaw State University
BBA - FINANCE

Professional and work experience

Owner - State Farm Insurance
Portland, Me. (2000 - present)
Senior Fin Analyst - Colgate - Palmolive
(Atlanta, GA) (1996 - 2000)

Community activities, interests, and service

Habitat for Humanity
Catechist - St. Roberts Catholic Church
Relay for Life

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

Principals

Dale J. Abraham, CPA
Michael T. Gaffney, CPA
Steven R. Kirinovic, CPA
Aaron M. Stevens, CPA
Eric J. Gashouwer, CPA
Alan D. Panter, CPA
William I. Tucker IV, CPA



ABRAHAM & GAFFNEY, P.C.
Certified Public Accountants

3511 Coolidge Road
Suite 100
East Lansing, MI 48823
(517) 351-6836
FAX: (517) 351-6837

To the Honorable Mayor and
Members of the City Council
City of Portland, Michigan

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Portland for the year ended June 30, 2014. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated May 14, 2014, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we will consider the internal control of the City of Portland. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the City of Portland's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's discussion and analysis and budgetary comparison information, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the combining and individual nonmajor fund financial statements and miscellaneous statistical data, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our year-end audit procedures in August 2014, and issue our report on or before December 31, 2014.

This information is intended solely for the use of the City Council and management of the City of Portland and is not intended to be, and should not be, used by anyone other than these specified parties.

Abraham & Gaffney, P.C.

ABRAHAM & GAFFNEY, P.C.
Certified Public Accountants

July 17, 2014

Minutes of the Downtown Development Authority Regular Meeting

City of Portland

Held on July 17, 2014

In Council Chambers at City Hall

Members Present: Barnes, Gorman, Dumas, Sunstrum, Smith, Antaya, Tyler, Briggs, Blastic

Absent: Urie

Staff: Interim Assistant City Manager & DDA Director Reagan, Interim Main Street Manager Perry, City Clerk Miller

The meeting was called to order at 3:31 P.M. by Chair Dumas.

Motion by Antaya, supported by Smith, to approve the agenda as presented.
All in favor. Adopted.

Motion by Smith, supported by Sunstrum, to approve the Minutes of the June 19, 2014 Regular Meeting as presented.
All in favor. Adopted.

Motion by Barnes, supported by Briggs, to approve the July 2014 Treasurer's Report as presented
All in favor. Adopted.

Under New Business, the nomination and Election of Officers for the 2014-2015 Fiscal Year was held.

Motion by Barnes, supported by Briggs to keep the same officers as last year.
All in favor. Adopted.

DDA Director Reagan welcomed City Manager Gorman and stated that he has accepted a temporary position as Interim Assistant City Manager for a period of 3 months. He requested that the DDA rescind the termination letter submitted to Interim Main Street Manager Perry in order to retain her services at least through October 14, 2014.

Motion by Briggs, supported by Sunstrum, to rescind the termination letter submitted to Interim Main Street Manager Perry in order to retain her services at least through October 14, 2014.
All in favor. Adopted.

Under the Manager's Report, Main Street Manager Perry stated the National Main Street Accreditation meetings will be held here in Portland on September 25th. She further reported that she had attended the Michigan Museum Association Seminar on June 20th with the Historical Society to learn how to start a historical museum sometime in the future. She also attended Community Reinvestment Act (CRA) Training on July 15th in Lansing which discussed how to tell people about the Main Street program and get them excited about it.

Under Committee Updates. Main Street Manager Perry reported the Promotions & Marketing Committee currently has the Portland Pay Day event underway through Thursday, August 22nd. The raffle drawing will be held at the Band Shell in conjunction with Thursday's on the Grand on August 28th.

The Promotions & Marketing Committee will host the Wine the Walk event on Saturday, August 16th.

The Design Committee is making sure the hanging baskets in the downtown stay watered.

The Economic Revitalization Committee will hold a MI-SBDC workshop event, tentatively scheduled for August 20th. They are also working on a vacant window program, "Showcase Find-a-Place", for home businesses that would like to advertise. This program also makes vacant windows in downtown buildings look more active.

The Organization and Finance Committee will host its Volunteer Recognition Event tonight, in conjunction with Thursday's on the Grand. They will also be celebrating the 20-year extension of the DDA.

Motion by Antaya, supported by Blastic, to adjourn the meeting at 3:40 P.M.
All in favor. Adopted

Respectfully submitted,



Kory Blastic, Secretary



DATE: August 7, 2014

REPORT OF FUNDS IN DDA AS OF:

PRINCIPAL & INTEREST ACCOUNT

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>07/17/14</u>	\$ 111,149.00
INTEREST EARNED:	\$ 4.51
DEPOSITS: Transfer from Regular Account for Bond Principal and Interest Escrow	\$ 19,215.00
CHECKS WRITTEN:	
NEW BALANCE: <u>08/14/14</u>	<u>\$ 130,368.51</u>

REGULAR ACCOUNT

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>07/17/14</u>	\$ 55,981.43
INTEREST EARNED:	\$ 2.77
DEPOSITS: 8/7/2014 2014 WINE THE WALK SPONSORSHIP	\$ 1,000.00

CHECKS WRITTEN:

CK NO.	PAYEE	AMOUNT
1374	PASCHAL SECURITY SYSTEMS-Security for 2014 Wine the Walk	\$ 350.00
1375	NICOLE SUNSTRUM-Startup cash for Wine the Walk and PayDay prizes	\$ 2,200.00
1376	RCP PRINTING-Wine the Walk banner	\$ 59.85
1377	S&K TROPHIES-Volunteer appreciation plaques	\$ 52.50
1378	AMERICAN RENTALS-Tents, tables, chairs, etc for Wine the Walk	\$ 942.85
1379	PATRICIA PERRY-Cake, food and supplies for Volunteer appreciation	\$ 136.28
1380	THE GIG FACTORY-Entertainment for Wine the Walk	\$ 550.00
1381	PORTLAND AREA CHAMBER OF COMMERCE-2014 Membership	\$ 45.00
1382	ALLIANCE BEVERAGE-Beverages for Wine the Walk	\$ 1,827.25
1383	DICKINSON, WRIGHT, PLLC-DDA Legal Services	\$ 1,653.00
1384	PATRICIA PERRY-Contracted Services	\$ 2,500.00
1385	CITY OF PORTLAND-Legal notices, telephone service, postage, safety supp.	\$ 479.26

TRANSFER TO DDA PRINCIPAL AND INTEREST ESCROW ACCOUNT	\$ (19,215.00)
TOTAL EXPENSES:	<u>\$ (10,795.99)</u>
NEW BALANCE: <u>08/14/14</u>	<u>\$ 26,973.21</u>



PASCHAL SECURITY SYSTEMS LLC
2720 ALPHA ACCESS STREET, SUITE C, LANSING, MICHIGAN 48910
Office: 517.267.9629/Cell: 517.214.2972
Email: paschal.paula@gmail.com / www.paschalsecurity.com

QUOTE FOR SECURITY GUARD SERVICES

TO: Shelly- City of Portland
DATE: June 25, 2014
SUBJECT: The purpose of this letter is to provide a quote for the cost of unarmed security guard services.

COMPANY INFO:

Paschal Security Systems is a limited liability company located at 2720 Alpha Access Street, Suite C, in the city of Lansing, Michigan. We are licensed by the State of Michigan, fully bonded and insured.

QUALIFIED PERSONNEL /STAFFING

Paschal Security Systems will provide professionally trained security personnel for your company or organization on an as needed, contractual basis. All of our security guards have passed a security clearance conducted by the Michigan State Police and the Federal Bureau of Investigations.

RATE

\$25 per hour / per guard

Estimated Event Rate (2 unarmed Security Guards) - \$350

This information given is an estimate for hourly rates for unarmed security guard services. The estimate given may be subject to changes depending on the number of hour's security services are needed, days of the week, etc. Our security services can be adjusted to meet the needs of our clients. Please contact our office at 517.267.9629 for further information in regards to this quote.

Sincerely,

Paula Paschal

Portland Main Street Payment Request August 6, 2014

This payment request is for \$500.00 for “start-up cash” for the August 16, 2014 Portland Main Street “Wine the Walk” event. This request should be charged to 248-275-740.006 “Operating Supplies - Promotions and Marketing” and should be made out to Nicole Sunstrum, Promotions and Marketing Committee Chairperson.

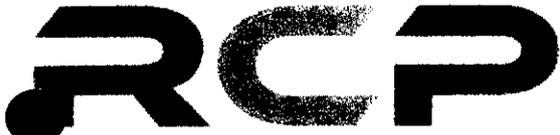


Patrick T. Reagan, Director
City of Portland Downtown Development Authority

**Portland Main Street
Purchase Order Request
Promotions and Marketing Committee
August 7, 2014**

This purchase order request is for the cash prizes for the Portland Day Promotion. This purchase order is for a check for \$1,700.00 to be made out to the Promotions and Marketing Chairperson Nicole Sunstrum for this amount. In turn, Nicole Sunstrum will be responsible for awarding this money at the August 28, 2014 promotion finale.

Shelley Perry, interim Main Street Manager
Portland Main Street



LARGE FORMAT SCANNING

PHOTO RESTORATION

CUSTOM PRINTING

BILL TO:

Shelley Perry
Portland Main Street
259 Kent Street
Portland, ME 48875

DATE: 05/11/2014
TIME: 11:00
Due on receipt 05/11/14

Amount Due \$59.85

DATE	DESCRIPTION	QUANTITY	PRICE	AMOUNT
05/11/14	Bar net	25	2.39	59.85

Total \$59.85

S & K Trophies and Plaques, Inc.
 8310 Sunfield Hwy.
 Portland, MI 48875

Invoice

Date	Invoice #
7/11/2014	10219

Bill To
Portland Main Street

Ship To
Shelley Perry

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			7/11/2014			

Quantity	Item Code	Description	Price Each	Amount
5	2	5"x7" Sim.Black Marble Plaque Black Brass Plate W/Gold Trim Inc. All Eng. Sales Tax	10.50	52.50
			6.00%	0.00

Phone #	Fax #	E-mail
(517)647-7374	(517)647-7374	sktrophy@gmail.com

Total \$52.50



AMERICAN RENTALS
 19496
 536 7391

AMERICAN RENTALS
 536 7391

AMERICAN RENTALS
 536 7391

536881

19496

06/25/2014

PORTLAND MAINSTREET PROGRAM
 ATTN: PATRICK REAGAN
 259 KENT ST.
 PORTLAND MI 48875

DELIVER TO:
 DELIVER TO BOARDWALK ALONG THE
 RIVER NEAR POWERS PARK. CALL
 PATRICK REAGAN WITH 1/2 HOUR
 LEAD TIME.

8/16/14 SAT OneTime 8/16/2014
 8/17/14 SUN 8/16/2014

N/A

CALL BEFORE DELIVERY
 PATRICK 517-647-5027

LAN CGS

QUANTITY	DESCRIPTION	PRICE	TOTAL
1	10X20 TWIN TUBE FRAME TENT ✓	225.00 EA	225.00
22	36" BISTRO TABLES ✓	12.00 EA	264.00
4	36" ROUND COCKTAIL TABLE ✓	12.00 EA	48.00
3	FRAME TENT LIGHTS ✓	15.00 EA	45.00
93	BROWN CONTOUR CHAIRS ✓	.95 EA	88.35
1	SATURDAY DELIVERY CHARGE ✓	100.00 EA	100.00
2	AMERI-CAN PORTABLE TOILET ✓	65.00 EA	130.00
3	8' X 30" TABLES ✓	7.50 EA	22.50
	Mileage charge:		20.00
	TOTAL:		942.85

PLEASE MAKE CHECKS PAYABLE TO AMERICAN RENTALS, INC.
 RATES DO NOT INCLUDE SETUP AND TAKE DOWN (EXCEPT TENTS)
 DELIVERY MEANS DROCK DELIVERY & PICKUP
 PLEASE READ AND UNDERSTAND THE CONDITIONS OF RENTAL LISTED ON
 REVERSE SIDE

Printed on: 6/30/2014 09:15

BAKERY SPECIAL ORDER

1	CUSTOMER INFORMATION	CUSTOMER NAME _____	PHONE _____	ORDER TAKEN BY _____
		PICK UP TIME _____ DAY _____	DATE _____	
		<input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> SUN <input type="checkbox"/> MON <input type="checkbox"/> TUE <input type="checkbox"/> WED <input type="checkbox"/> THU <input type="checkbox"/> FRI <input type="checkbox"/> SAT		
2	CAKE SIZE	<input type="checkbox"/> 1/4 SHEET <input checked="" type="checkbox"/> 1/2 SHEET <input type="checkbox"/> FULL SHEET <input type="checkbox"/> 1/8 SHEET <input type="checkbox"/> 8" SINGLE LAYER <input type="checkbox"/> 8" DOUBLE LAYER <input type="checkbox"/> OTHER _____		
3	CAKE FLAVOR	<input type="checkbox"/> CHOCOLATE <input type="checkbox"/> YELLOW <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> MARBLE		
4	ICING	FLAVOR: <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> CHOCOLATE <input type="checkbox"/> OTHER _____	TYPE: <input type="checkbox"/> BUTTERCREAM <input type="checkbox"/> WHIPPED	
5	FILLINGS (Addit'l Charge)	<input type="checkbox"/> BUTTERCREAM <input checked="" type="checkbox"/> LEMON <input type="checkbox"/> FRENCH CREME <input type="checkbox"/> CHERRY <input type="checkbox"/> RASPBERRY		
6	WRITING (Check Spelling) (Please Print)	_____ _____ _____		
7	NOVELTIES	_____ _____		
8	INSTRUCTION/COLORS	_____ _____		
9	OTHER BAKED GOODS	PRICE _____ FILLING _____ ADDL CHARGE _____ TOTAL _____ KEY 539		

meijer

2770 S. State Rd.
Ionia, MI 48846 - #303
meijer.com



The Meijer Team appreciates your business
07/17/14
Your fast and friendly checkout was
provided by JORDAN

CLUB MANAGER JODI GRUESBECK
(517) 482-9149
07/16/14 17:42 5676 4781 007

923

PORTLAND CIVIC PLAYERS INC

MEIJER SAVINGS
SPECIALS .59
SAVINGS TOTAL .59

GENERAL MERCHANDISE
1117930664 TAPE COVER 3.00 CT

DRUG STORE
7112196281 BOTTLE REPEL 4.19 T

GROCERY
7137388650 MEIJER MUSHARD 1.39 F
7107371386 PLATES 2 @ 2.79 5.58 T
45416001146 CLASSIC RELISH was 1.99 now 1.79 F
42100004524 WRAP MAYO was 2.49 now 2.29 F
71928329055 MEIJER MUSHARD 1 @ 10.00 10.00 F
was 1.29 now 1.00 F

TOTAL MI 6% Sales Tax .77
TOTAL TAX .77
TOTAL 20.01

PAYMENTS VISA Payment TENDER 20.01
XXXXXXXXXXXX9093

NUMBER OF ITEMS 8

See meijer.com or the Service Desk for current return policy.

For additional savings and details visit mPerks.Meijer.com



A0303055JCF4M6S

13:204 Op:2067993 Tm:27 St:903 13:18:13

695077 500CSHEETS 6.46 T
E 872962 POTATO SKINF 9.88 N
E 386438 VARIETY PACF 9.98 N
E 634984 FAYGO VAR F 4.98 N
E 343359 DEPOSIT F 2.40 N
E 634984 FAYGO VAR F 4.98 N
E 343359 DEPOSIT F 2.40 N
E 924071 D COKE 32 CF 9.98 N
E 927461 32PK DEPOSIT 3.20 N
E 924064 COKE 32 CANF 9.98 N
E 927461 32PK DEPOSIT 3.20 N
SUBTOTAL 67.44
TAX 1 6.000 \$ 0.39
TOTAL 67.83
DEBIT TEND 67.83
CHANGE DUE 0.00

EFT DEBIT 67.83 TOTAL PURCHASE
ACCOUNT # **** * 2655 S
NETWORK ID. 0056 APPR CODE 720104
TERMINAL # HX296311

Visit sansclub.com to see your savings

ITEMS SOLD 11

TC# 2027 9031 9459 6811 0600



Please tell us about your shopping experience
<http://www.survey.samsclub.com>

IN RETURN FOR YOUR TIME YOU COULD RECEIVE
ONE OF FIVE \$1,000 SAM'S CLUB SHOPPING CARDS
Must be 18 or older and a legal resident of the 50 US or
DC to enter. No purchase necessary to enter or win. To
enter without purchase and for official rules visit:
www.entry.survey.samsclub.com

Sweepstakes period ends on the date shown in the
official rules. Survey must be taken within
TWO weeks of today.

Esta encuesta también se encuentra en español en la
página de Internet.

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Rate your shopping
experience and you
may win \$1,000
in Meijer gift cards!

Visit us at
www.meijer.com/tellmeijer
or call 1-800-394-7198

20.01
67.83
-.77
-.39

Total \$ 86.68

Walmart

Save money. Live better.

(517) 622 - 1431
MANAGER DAWN NOWLAN
409 N MARKETPLACE BLVD
LANSING MI 48917

ST# 2869 OP#	00000083	TE# 02	TR# 07867
25CT HF RCY	007878775705		5.97 X
STAB WRITE	007278223060		0.97 X
STAB WRITE	007278223060		0.97 X
STAB WRITE	007278223060		0.97 X
STAB WRITE	007278223060		0.97 X
VIEW BINDER	489410210043		1.94 X
VIEW BINDER	489410210043		1.94 X
VIEW BINDER	489410210043		1.94 X
VIEW BINDER	489410210043		1.94 X

SUBTOTAL	17.61
TAX 1 6.000 %	1.06
TOTAL	18.67
DEBIT TEND	18.67
CHANGE DUE	0.00

Total

EFT DEBIT PAY FROM PRIMARY
18.67 TOTAL PURCHASE
ACCOUNT # **** * 8520 S
REF # 421400312547
NETWORK ID. 0056 APPR CODE 540702
TERMINAL # MX951312

08/02/14 15:28:51

ITEMS SOLD 9

TC# 9141 4547 2968 1955 2277



Teacher Appreciation 7/25 - 7/31
Walmart.com/teachers, redeem by 8/15
08/02/14 15:28:52

NEW

eReceipts

Download the free
Walmart app to
get your
eReceipts. Never
lose a receipt again!

Available on the
App Store



August 6, 2014

Portland Wine the Walk

Boardwalk, Kent St.
Portland, MI
517 647 5027

August 16, 2014	Joe Charles - solo	\$250	4:00 - 7:30 pm
August 16, 2014	Alex and Rachel - duo	\$300	7:30 - 11:00 pm

Please recheck this with your calendar dates, sign approved and refax back to (517) 339-3367.

Thanks,
Don Middlebrook
The Gig Factory, "Bringing People Together With Music"
(517) 339-1100

PORTLAND AREA CHAMBER OF COMMERCE

- 2014 Membership Application -

Please complete the following information and mail this application together with your check payable to the Portland Area Chamber of Commerce or PACC to:

Portland Area Chamber of Commerce, P.O. Box 303, Portland MI 48875

Company Name: Portland Main Street

Contact Person: Shelley Perry

Address: 259 Kent St.

City: Portland Phone: 517 647 5027

Email Address: sdmainstreet@portland-michigan.org

Website: www.portlandmainstreet.org

Type of Business: Retail Professional Service
 Manufacturing Government/Education Non-Profit/Religious

Description of Business:

Membership Dues Listed Below

- Number of Years (circle one): 1-YEAR or 2-YEARS
- Type of Membership (circle type listed below):

REGULAR MEMBERSHIP: Any for-profit business or other entity that operates more than 20 hours per week or is open more than 6 months per year

1-5 Employees.....	\$145.00 annual dues
6-15 Employees.....	\$195.00 annual dues
16-50 Employees.....	\$245.00 annual dues
51-100 Employees.....	\$295.00 annual dues
101 + Employees.....	\$345.00 annual dues

ASSOCIATE MEMBERSHIP: A business that operates 20 hrs per week and is open less than 6 months per year. - Deduct 30% from applicable Regular Membership fee to get annual dues

INDIVIDUAL MEMBERSHIP: A person interested in joining the Chamber, but not in business, nor an owner of a business. - \$75.00 annual dues

* **NON-PROFIT MEMBERSHIP:** A Civic, Service, Religious, Government or School Organization. - \$75.00 annual dues \$45.00 pro-rated

(Continued on Page 2)

SPECIAL LICENSE
 SPECIAL LICENSE
 650 36TH ST SE
 WYOMING, MI 49548

Alliance Beverage Distributors

3710 Roger B Chaffee Blvd SE
 Wyoming, MI 49548
 (616) 241-5022

Entered by:
 Miller, Cheryl

Route	Sls	Delivered	Stop	Cust#	Shipped
	199S	08/16/2014	99999	9080	08/16/2014

CASH/CHECK
Invoice#: 619238

Prod#	Loc	Qty	Description	Price	Disc	Dep	Net
5454	7H1	2	GOOD HARBOR:RIESLING '11 750M**	\$138.00	\$18.00		\$240.00
5456	8E7	2	GOOD HARBOR:FISHTOWN WHITE 750M	\$108.00	\$21.00		\$174.00
2009	7C2	2	BORDER CITY PINOT GRIGIO 2013 750M**	\$120.00	\$12.00		\$216.00
5776	7C8	2	LEELANAU:CRANBERRY WINE 750M	\$78.00	\$6.00		\$144.00
3805	6EM	2	LEELANAU:GREAT LAKES RED 750M	\$78.00	\$12.00		\$132.00
2035	7L3	2	ST JULIAN:FOUNDERS RED 750M	\$84.00	\$4.00		\$160.00
			#1 - Portland - Wine the Walk				
			#2 - License #				
247	3WF	3	FOUNDERS PORTER 4/6PK 12OZ	\$29.75		\$2.40	\$96.45
308	4WL	3	BELL'S OARSMAN 4/6PK BTL 12OZ	\$29.00		\$2.40	\$94.20
318	3ET	3	BELL'S MIDWESTERN PALE ALE 4/6 12OZ	\$29.00		\$2.40	\$94.20
56805	5D3	3	GRIFFIN CLAW NORM IPA 6/4PK CN 16OZ	\$36.00		\$2.40	\$115.20
36410	4WS	3	NORTH PEAK SIREN AMBER 6PK BTL 12OZ	\$28.00		\$2.40	\$91.20
13101	9N5	3	UNCLE JOHN'S APPLE CHERRY CIDR 750M	\$90.00			\$270.00

18.00 Beer C's	12.00 Wine C's	.00 NA C's	0.0000 Misc C's	30.00 All C's	
\$725.25 Beer \$	\$1066.00 Wine \$	\$0.00 NA \$	\$0.00 Misc \$	\$1791.25 All \$	Invoice Total
\$36.00 Beer Dep	\$0.00 Wine Dep	\$0.00 NA Dep	\$0.00 Misc Dep	\$36.00 All Dep	\$1827.25

DICKINSON WRIGHT LLC

PORTLAND, CITY OF
CLIENT NUMBER: 057672
INVOICE NO.: 934600

Jun 26, 2014

PAGE 2

MR. THOMAS DEMPSEY, CITY MANAGER
CITY OF PORTLAND
259 KENT STREET
PORTLAND, MI 48875-1495

RE: GENERAL -- MUNICIPAL

CLIENT MATTER ID: 057672-00001
Invoice #. 934600

FOP PROFESSIONAL SERVICES RENDERED THROUGH May 31, 2014

05/02/14	Telephone call, e-mail and voice message from P. Reagan; communications with J. Wood regarding ordinance to approve DDA plan amendment. SGS .20 hours at 190.00 per hour.	38.00
05/02/14	Begin review of correspondence and documents from client relating to DDA Ordinance amendment. JLW .30 hours at 190.00 per hour.	57.00
05/08/14	Review of development and TIF plan amendment for compliance with DDA statutory requirements; begin preparation of ordinance amending plans; review of client correspondence and materials. JLW 1.40 hours at 190.00 per hour.	266.00
05/14/14	Correspondence with client relating to existence or non existence of DDA Citizens Council; prepare explanation regarding dissolution requirements; analysis of other proposed expenditures; prepare ordinance regarding same. JLW 1.80 hours at 190.00 per hour.	342.00
05/15/14	Review proposed DDA plan amendment and ordinance; attorney conference. R S 1.60 hours at 190.00 per hour.	304.00

DICKINSON WRIGHT PLLC

PORTLAND, CITY OF
CLIENT NUMBER: 057672
INVOICE NO.: 934600

Jun 26, 2014

PAGE 3

05/15/14	Review and analysis of proposed amendments; correspondence to client regarding concerns relating to certain proposed expenditures; continue insertion of specific citations to sections of plan being amended; phone calls with client. JLW 2.30 hours at 190.00 per hour.	437.00
05/16/14	Multiple correspondence with client; preparation of ordinance and insertion of citations to Plan sections within proposed amendments. JLW 1.10 hours at 190.00 per hour.	209.00

TOTAL HOURS 8.70

PURCHASE ORDER

CITY OF PORTLAND

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

TO Patricia Perry

SHIP TO _____

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.	
8-7-14					14-1148	
QUANTITY	DESCRIPTION				PRICE	AMOUNT
	Manager Sal.					2500
	Contractal Services					
	LPA					

NOT FOR RESALE FOR RESALE

TAX NUMBER _____

[Signature]
AUTHORIZED SIGNATURE

ACKNOWLEDGEMENT

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

0602			BALANCE FORWARD					183.77
0624			LBX ADV PAYMENT THANK-YOU					183.77-
0608	SPRO	3280	NOTICE-PRO-1141585 <i>Gen</i>	1	5.73	3	17.20	92.73
0608	SPRO	3280	NOTICE-PRO-1141741 <i>DDA</i>	1	21.59	3	64.78	321.60
0615	PKG1		WATER QUALITY REPORT <i>Wtr</i>					900.00
0622	SPRO	3280	NOTICE-PRO-1144061 <i>Gen</i>	1	6.89	3	20.67	109.43

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	TOTAL DUE
1,423.76	.00	.00	.00	.00	1,423.76

SALES PERSON
MONROE

TO ENSURE PROPER CREDIT, PLEASE RETURN TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE For your records:

CUSTOMER NO.	NAME	INVOICE NUMBER	AMOUNT PAID
L09363	CITY OF PORTLAND	2113194116	
GANNETT MICHIGAN NEWSPAPERS ADVERTISING INVOICE/STATEMENT		DUE DATE	

PR111

DATE	INVOICE	DESCRIPTION	AMOUNT
07/20/14	2000231	PHONE SVC - CITY HALL	
	101-170-851.000	TELEPHONE SERVICE	41.34
	101-201-851.000	TELEPHONE SERVICE	165.34
	101-209-851.000	TELEPHONE SERVICE	41.34
	101-770-851.000	TELEPHONE SERVICE	41.34
	101-788-856.000	MISCELLANEOUS EXPENSES	41.34
	101-212-851.000	TELEPHONE SERVICE	41.34
	209-690-851.000	TELEPHONE SERVICE	41.34

Total: 413.34

PRINTING SYSTEMS - TEL# 11 - 800-95-12345

CITY OF PORTLAND - PORTLAND, MICHIGAN 48875

CITY OF PORTLAND
259 MENT STREET
PORTLAND, MICHIGAN 48875

THE HUNTINGTON NATIONAL BANK
GRAND RAPIDS, MICHIGAN
74 977724

035957

Date: 07/21/14

0413.34

four Hundred Thirteen and 35/100 Dollars**

TO THE ORDER OF
CLEAR RATE COMMUNICATIONS
PO BOX 27308
LANSING MI 48909

CITY OF PORTLAND - PAYING ACCOUNT

James Cannon
Monique White

Invoice	Description	Amount
STATEMENT	SUPPLIES, PARTS, MAINTENANCE - VARIOUS DEPT	
101-100-986.000	MISCELLANEOUS EXPENSES	14.81
101-301-754.000	SAFETY SUPPLIES	43.33
101-300-774.000	SAFETY SUPPLIES	10.10
101-200-775.000	M & R SUPPLIES	100.00
101-728-456.000	MISCELLANEOUS EXPENSES	4.33
101-751-75.000	M & R SUPPLIES	37.80
101-751-931.000	M & R BUILDING	11.00
210-300-774.000	SAFETY SUPPLIES	10.10
102-300-774.000	SAFETY SUPPLIES	27.47
082-539-766.000	TOOLS	54.80
101-100-986.000	M & R VEHICLES	90.00
987-179-740.000	OPERATING SUPPLIES	10.00
500-441-775.000	M & R SUPPLIES	8.50
500-548-734.000	SAFETY SUPPLIES	11.80

Safety Meeting Lunch 44.33

Total: 718.90

Printed on Recycled Paper 90% recycled 95% recycled

CITY OF PORTLAND - PORTLAND, MICHIGAN 48875

CITY OF PORTLAND
120 NORTH STREET
PORTLAND, MICHIGAN 48875

THE HUNTINGTON NATIONAL BANK
CHANDLER BLDG, MICHIGAN
1450 1/2 ST

036006
Date: 07/21/14

718.90

Seven Hundred Eighteen and 90/100 Dollars**

TO: TOM'S FOOD CENTER
1462 E. GRAND RIVER AVE.
PORTLAND MI 48875

CITY OF PORTLAND - PAYING ACCOUNT
James Tanner
Monique Miller

⑈036006⑈ ⑆072403473⑆ 01151128209⑈

INVOICE

CITY OF PORTLAND
259 KENT ST.
PORTLAND, MI 48875

Customer ID: 00017
Invoice Number: 0000000875
Service Date: 08/06/2014
Invoice Date: 08/07/2014
Due Date: 09/08/2014

(517) 647-3211

DDA
259 KENT ST.
PORTLAND, MI 48875

Property Address:
259 KENT ST.

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
1	ON THE STREET - AUG 2014	112.00	112.00

Total Invoice:	112.00
Credits Applied:	0.00
Payments Applied:	0.00
Invoice Balance:	112.00

CITY OF PORTLAND
CITY OF PORTLAND
259 KENT ST.
PORTLAND, MI 48875

(517) 647-3211

DDA
259 KENT ST.
PORTLAND, MI 48875

Customer ID: 00017
Invoice Number: 0000000875
Service Date: 08/06/2014
Invoice Date: 08/07/2014
Due Date: 09/08/2014

Property Address:
259 KENT ST.

INVOICE



User: BRENDA
 DB: Portland

PERIOD END: 09/31/2014

GL NUMBER	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 08/31/2014 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2014 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGT USED
Fund 248 - DDA FUND						
Revenues						
Dept 000						
248-000-402.000	REAL PROPERTY TAXES	286,000.00	0.00	0.00	286,000.00	0.00
248-000-551.000	RIVERSIDE FACADE GRANT	0.00	0.00	0.00	0.00	0.00
248-000-577.000	CONTRIBUTION FROM STATE -GRANT	0.00	0.00	0.00	0.00	0.00
248-000-665.000	INTEREST INCOME	0.00	7.28	0.00	(7.28)	100.00
248-000-674.000	CONTRIBUTION-PROPERTY OWNERS	0.00	0.00	0.00	0.00	0.00
248-000-678.005	REIMBURSEMENTS-WORKER'S COMP	0.00	0.00	0.00	0.00	0.00
248-000-678.006	REIMBURSEMENTS-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
248-000-678.010	REIMBURSEMENTS-RIVERFEST	0.00	0.00	0.00	0.00	0.00
248-000-678.011	REIMBURSEMENTS-CITY AND FACD	0.00	0.00	0.00	0.00	0.00
248-000-678.012	REIMBURSEMENTS-MAIN STREET	25,000.00	1,110.00	1,300.00	23,890.00	4.44
248-000-698.000	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
248-000-699.101	TRANSFER FROM GENERAL	0.00	0.00	0.00	0.00	0.00
248-000-699.406	TRANSFER FROM BOARDWALK FUND	0.00	0.00	0.00	0.00	0.00
Total Dept 000		311,000.00	1,117.28	1,300.00	309,882.72	0.36
TOTAL Revenues		311,000.00	1,117.28	1,300.00	309,882.72	0.36
Expenditures						
Dept 275-ADMINISTRATION						
248-275-702.000	S & W FULLTIME	42,500.00	0.00	0.00	42,500.00	0.00
248-275-711.000	S & W HEALTH PREMIUMS	1,200.00	0.00	0.00	1,200.00	0.00
248-275-715.000	S & W SOCIAL SECURITY	3,345.00	0.00	0.00	3,345.00	0.00
248-275-716.004	RETIREE HEALTH CARE SAVINGS PLAN	0.00	0.00	0.00	0.00	0.00
248-275-717.000	LIFE/LTD INSURANCE	890.00	0.00	0.00	890.00	0.00
248-275-718.000	PENSION	9,295.00	0.00	0.00	9,295.00	0.00
248-275-719.000	OTHER FRINGE	200.00	0.00	0.00	200.00	0.00
248-275-720.000	WORKER'S COMPENSATION	750.00	0.00	0.00	750.00	0.00
248-275-723.000	UNEMPLOYMENT	30.00	0.00	0.00	30.00	0.00
248-275-730.000	POSTAGE	0.00	48.96	0.00	(48.96)	100.00
248-275-740.001	OPERATING SUPPLIES-MAIN ST BOARD	5,000.00	363.49	17.61	4,636.51	7.27
248-275-740.003	OPERATING SUPPLIES-DESIGN COMMITTEE	8,700.00	0.00	0.00	8,700.00	0.00
248-275-740.004	OPERATING SUPPLIES-ER COMMITTEE	3,870.00	0.00	0.00	3,870.00	0.00
248-275-740.005	OPERATING SUPPLIES-C&F COMMITTEE	10,195.00	395.17	283.17	9,799.83	7.89
248-275-740.006	OPERATING SUPPLIES-P&M COMMITTEE	18,035.00	6,856.08	5,923.35	11,878.62	38.72
248-275-740.007	OPERATING SUPPLIES-RIVERFEST	0.00	0.00	0.00	0.00	0.00
248-275-801.000	LEGAL SERVICE	100.00	1,553.00	1,553.00	(1,553.00)	1,553.00
248-275-802.000	AUDIT SERVICE	800.00	0.00	0.00	800.00	0.00
248-275-803.000	ENGINEERING SERVICE	0.00	0.00	0.00	0.00	0.00
248-275-804.000	CONTRACTUAL SERVICE	15,000.00	5,000.00	2,500.00	10,000.00	33.33
248-275-804.400	CONTRACT SERVICE-DDA XMAS DECO	6,600.00	0.00	0.00	6,600.00	0.00
248-275-806.000	DATA PROCESSING	300.00	0.00	0.00	300.00	0.00
248-275-851.000	TELEPHONE SERVICE	500.00	82.63	41.33	417.37	16.53
248-275-886.000	FIREWORKS (DDA)	2,500.00	0.00	0.00	2,500.00	0.00
248-275-902.000	ADVERTISING	0.00	321.60	321.60	(321.60)	100.00
248-275-939.000	M & R STREET LIGHTS	0.00	0.00	0.00	0.00	0.00
248-275-956.000	MISCELLANEOUS EXPENSES	2,500.00	4.33	4.33	2,495.67	0.17
248-275-958.000	DUES & SUBSCRIPTIONS	0.00	45.00	45.00	(45.00)	100.00
248-275-967.001	FACADE RESTORATION (DDA)	5,000.00	0.00	0.00	5,000.00	0.00
248-275-980.000	CAPITAL OUTLAY-DDA EXPANSION	0.00	0.00	0.00	0.00	0.00
248-275-992.000	PRINCIPAL PAYMENT	200,000.00	0.00	0.00	200,000.00	0.00
248-275-995.000	INTEREST PAYMENT	9,442.80	0.00	0.00	9,442.80	0.00
248-275-997.000	PAYING AGENT FEES	0.00	0.00	0.00	0.00	0.00

User: BRENDA

IP: Portland

PERIOD END: 08/31/2014

GL NUMBER	DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR		AVAILABLE		BEGT USED
		AMENDED BUDGET	08/31/2014 NORMAL (ABNORMAL)	MONTH 08/31/2014 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 248 - DDA FUND								
Expenditures								
248-275-999.202	TRANSFER TO MAJOR STREETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 275-ADMINISTRATION		347,352.80	14,570.26	10,795.99	332,782.54	4.19		
Dept 999								
248-999-999.990	CURRENT FUND CONTRA CHANGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		347,352.80	14,570.26	10,795.99	332,782.54	4.19		
Fund 248 - DDA FUND:								
TOTAL REVENUES		331,050.00	1,117.26	1,000.00	339,882.72	0.36		
TOTAL EXPENDITURES		347,352.80	14,570.26	10,795.99	332,782.54	4.19		
NET OF REVENUES & EXPENDITURES		(16,302.80)	(13,452.99)	(9,795.99)	(2,899.82)	37.01		

**PRIMARY ELECTION
RESULTS
AUGUST 5, 2014**

RACE	PRECINCT 1	PRECINCT 2	CITY TOTAL	COUNTY	STATE
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REPUBLICAN PARTY PRIMARY

GOVERNOR

Snyder, Rick	97	146	243	4,133	618,027
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U.S. SENATOR

Ferri Lynn Land	99	134	233	3,933	587,570
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REPRESENTATIVE FOR CONGRESS - 3RD DISTRICT

Brian Ellis	52	86	138	2,041	29,386
Amash, Justin	59	83	142	2,590	39,640

STATE SENATOR - 19TH DISTRICT

Mike Nofs	90	130	220	3,712	17,223
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REPRESENTATIVE IN STATE LEGISLATURE - 87TH DISTRICT

Callton, Mike	92	138	230	2,735	8,247
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COUNTY TREASURER - 7TH DISTRICT

Judith A. Clark	88	137	225	3,849	-
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COUNTY COMMISSIONER - 7TH DISTRICT

Calley, Julie	94	141	235	600	-
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DELEGATE TO COUNTY CONVENTION - PCNT 1 ONLY

Greg Geiger	63	-	63	-	-
Tina Volk	64	-	64	-	-

DEMOCRATIC PARTY PRIMARY

GOVERNOR

Mark Schauer	33	75	108	1,464	512,702
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U.S. SENATOR

Gary Peters	32	69	101	1,398	503,580
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REPRESENTATIVE FOR CONGRESS - 3rd DISTRICT

Bob Goodrich	31	71	102	1,369	20,372
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STATE SENATOR - 19TH DISTRICT

Greg Grieves	30	66	96	1,346	7,163
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REPRESENTATIVE IN STATE LEGISLATURE - 87TH DISTRICT

Jordan Brehm	31	65	96	808	2,171
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PROPOSALS

STATE PROPOSAL - STATE USE TAX

Yes	102	187	289	4,413	
No	40	56	96	1,680	

IONIA COUNTY PROPOSAL - ROAD MILLAGE

Yes	80	128	208	3,040	
No	66	117	183	3,096	

	Voters	Registered Voters	% Turnout
Precinct 1	158	1,335	11.84%
Precinct 2	261	1,380	18.91%
Total	419	2,715	15.43%





Executive Summary:

This report summarizes the year to date activity of your EO programs implemented by Franklin Energy. If you have any questions, please do not hesitate to contact Franklin Energy.

Application Count	kWh Goal	kWh Savings	% to Goal	Incentive Budget	Incentive	% to Budget
C&I Custom	73,039.00	32,359.50	44.30%	\$5,410.80	\$2,219.78	41.02%
Realized : 3		32,359.50	44.30%		\$2,219.78	41.02%
C&I Prescriptive	71,782.00	103,097.06	143.63%	\$9,078.08	\$4,942.95	54.45%
Pipeline : 1		28,213.87	39.30%		\$1,524.25	16.79%
Realized : 6		74,883.19	104.32%		\$3,418.70	37.66%
C&I Combined	144,821.00	135,456.56	93.53%	\$14,488.88	\$7,162.73	49.44%
Pipeline : 1		28,213.87	19.48%		\$1,524.25	10.52%
Realized : 9		107,242.69	74.05%		\$5,638.48	38.92%
Residential HVAC	8,158.00	5,687.14	69.71%	\$3,822.00	\$1,376.00	36.00%
Realized : 9		5,687.14	69.71%		\$1,376.00	36.00%

Month Paid	Presc & Custom Apps	Prescriptive kWh	Custom kWh	Total kWh	Prescriptive Incentives	Custom Incentives	Total Incentives
March	1	2,216		2,216	\$120		\$120
April	1	50,569		50,569	\$2,425		\$2,425
June	2	10,439	10,324	20,763	\$110	\$826	\$935
July	1		9,411	9,411		\$384	\$384
August	2	7,599		7,599	\$365		\$365
2014 YTD	7	70,823	19,736	90,558	\$3,019	\$1,210	\$4,229
2014 Goals	-	71,782	73,039	144,821	\$9,078	\$5,411	\$14,489
% to Goal	-	98.66%	27.02%	62.53%	33.25%	22.36%	29.18%

Appliance Recycling Program

Appliance Recycling					kWh Goal: 23,888.00	
Unit	Units	kWh Savings	Incentive	\$/kWh	kWh % to Goal	
Air Conditioners						
Dehumidifiers						
Freezers	3	3,333.0	\$180	\$0.05	13.95%	
Refrigerators	5	6,305.0	\$300	\$0.05	26.39%	
Totals	8	9,638.0	\$480	\$0.05	40.35%	

Lighting Kits					kWh Goal: 108,785.00	
Unit	Units	kWh Savings	Incentive	\$/kWh	kWh % to Goal	
Lighting Kits	220	78,496.0	\$0	\$0.00	72.16%	
Totals	220	78,496.0	\$0	\$0.00	72.16%	

C&I Program Summary:

Customer	Status Date	kWh Savings	Incentive
C&I Custom		32,359.50	\$2,219.78
Paid			
Westside General Store - 751 W. Grand River Ave.	6/2/2014	10,324.20	\$825.00
Portland Rentals - 6935 Industrial Park	7/16/2014	9,411.30	\$383.00
Incentive Authorized			
St Patrick's Catholic Church - 122 N West St	8/6/2014	12,624.00	\$1,009.92
C&I Prescriptive		103,097.06	\$4,942.95
Paid			
City Of Portland - 600 Plant Drive	3/3/2014	2,215.65	\$119.70
Bill's Party Store - 1153 E. Grand River Ave.	4/7/2014	50,569.00	\$2,425.00
American Heritage Inn - 1681 E. Grand River Ave.	6/2/2014	10,439.00	\$109.50
B & W Auto Supply - 828 E. Grand River Ave.	8/4/2014	2,709.30	\$120.00
St Patrick's Catholic Church - 122 N West St	8/4/2014	4,890.00	\$244.50
Incentive Authorized			
Mcdonald's Corporation - 1432 East Grand River	8/4/2014	4,060.25	\$400.00
Application Submitted			
Burger King - 1515 E. Grand River	8/11/2014	28,213.87	\$1,524.25
Customer	Status Date	kWh Savings	Incentive
Residential HVAC		5,687.14	\$1,376.00
Paid			
Sam Miller - 10087 Goodwin Rd	3/3/2014	1,083.65	\$340.00
Edmund Hermelyn - 814 Riverside Dr	7/7/2014	751.72	\$165.00
William Adams - 251 S East	7/7/2014	127.89	\$100.00
William Adams - 251 S East	7/16/2014	751.72	\$165.00
Brenda Leonard - 9105 Barnes Rd	8/4/2014	751.72	\$165.00
Carla Gensterblum - 518 Riverside Dr	8/4/2014	85.00	\$25.00
James Dilley - 557 N West St	8/4/2014	751.72	\$165.00

Component Detail

C&I Custom

Account Number	Component	Total Qty	kWh/Unit	kWh Savings	Incentive/Unit	Incentive
Paid						
08-05900-1	Westside General Store - 751 W Grand River Ave. (2) Total Project Cost: \$ 2,062.57 Install Complete: 4/2/2014					Payment Date : 6/1/2014
	Portland Rentals - 6935 Industrial Park Total Project Cost: \$ 383.92 Install Complete: 4/11/2014					Payment Date : 7/13/2014
Incentive Authorized						
17-03900-1	St Patrick's Catholic Church - 122 N West St (2) Total Project Cost: \$ 3,651.10 Install Complete: 8/5/2014					

C&I Prescriptive

Account Number	Component	Total Qty	kWh/Unit	kWh Savings	Incentive/Unit	Incentive
Paid						
19-00190-1	City Of Portland - 600 Plant Drive Total Project Cost: \$ 294.40 Install Complete: 11/25/2013					Payment Date : 3/2/2014
10-09530-1	Bill'S Party Store -1153 E. Grand River Ave. Total Project Cost: \$ 3,499.98 Install Complete: 2/27/2014					Payment Date : 4/6/2014
10-07200-2	American Heritage Inn - 1681 E. Grand River Ave. Total Project Cost: \$ 144.14 Install Complete: 4/17/2014					Payment Date : 6/1/2014
02-07300-1	B & W Auto Supply - 828 E. Grand River Ave. Total Project Cost: \$ 508.80 Install Complete: 6/23/2014					Payment Date : 8/3/2014
17-03900-1	St Patrick's Catholic Church - 122 N West St Total Project Cost: \$ 1,222.50 Install Complete: 6/25/2014					Payment Date : 8/3/2014
Incentive Authorized						
17-01100-1	Mcdonald's Corporation - 1432 East Grand River Total Project Cost: \$ 35,830.86 Install Complete: 3/31/2014					

Application Submitted

Application Submitted

10-07800-2 Burger King - 1515 E Grand River
 Total Project Cost: \$
 Install Complete:

Residential HVAC/Efficient Appliances

Account Number

Component

Paid

12-06830-1 Sam Miller - 10087 Goodwin Rd
 Install Complete: 11/12/2013
 Payment Date : 3/2/2014

07-02100-1 Edmund Hermelyn - 814 Riverside Dr
 Install Complete: 6/19/2014
 Payment Date : 7/6/2014

04-059001 William Adams - 251 S East (2)
 Install Complete: 6/5/2014
 Payment Date : 7/6/2014

04-059001 William Adams - 251 S East
 Install Complete: 4/24/2014
 Payment Date : 7/13/2014

12-00750-2 Brenda Leonard - 9105 Barnes Rd
 Install Complete: 6/17/2014
 Payment Date : 8/3/2014

07-00300-1 Carla Gensterblum - 518 Riverside Dr
 Install Complete: 7/9/2014
 Payment Date : 8/3/2014

11-13300-1 James Dilley - 557 N West St
 Install Complete: 6/2/2014
 Payment Date : 8/3/2014

Batched

David Antaya - 104 Quarterline St
 Install Complete: 2/22/2014

03-00700-1 Keith Zimmer - 707 Bridge
 Install Complete: 7/24/2014

PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR JULY 2014

NPDES COMPLIANCE

The City WWTP was in compliance with the NPDES permit limitations for the month of July 2014. Complete copies of all discharge Monitoring Reports are on file at the WWTP.

OPERATIONS

The WWTP treated and discharged **10.3 million gallons** for the month of July.

The new push camera was ordered following the approval of City Council. The delivery date is approximately one month following the placement of the order. Training on the new equipment will also be provided.

The pump curse struck again with a seal failure in one of the WWTP Return Activated Sludge (RAS) pumps. The second RAS pump was placed into service and the other was sent out for repair. The pump arrived back at the WWTP repaired on the 25th of June. The pump is once again back in service.

Pleune performed the Annual boiler inspection as required by law and found no problems.

The WWTP began repainting the interior of the Digester building. They have completed the ceilings and the walls of the Digester basement.

The WWTP Certificate of Coverage (COC) issued by the MDEQ under the National Pollutant Discharge Elimination System (NPDES) is due to expire on April 1, 2015. The application for renewal has to be submitted 180 days prior to the expiration of the current COC. I have begun preparing the application and have it 2/3 completed at this time. I should have no problem having the application ready for submittal by the 1st of October.

Maintenance & Capitol Expenses for July 1, 2014 to July 31, 2014

ITEM	COST
Tom's Do It Center – Padlocks, desk fan. Roundup. & misc.	\$ 118.97
NCL – Lab supplies	\$ 220.64
USA Bluebook – Chart Paper	\$ 186.28
Grainger Supply – Gear Oil. Painting supplies	\$ 546.62
Hydro Dynamics – RAS pump repair	\$ 1904.87

Kerr Pump -- Seal Fail Relay

\$ 120.00

Total Expenses
Total Spent YTD

\$ 3097.38
\$ 3097.38

WASTEWATER COLLECTION SYSTEM ACTIVITY

Sewer Trouble Spots sections cleaned	4865 feet
Routine cleaning	4080 feet
Sewer call outs due to building services	0
Sewer call outs due to plugged City main	0
New connections to sewer main	0
Building Services Televised	0
Building Services Inspected	0
City Main Televised	0

SEWER CALLOUTS

None to report

Respectively Submitted,

Doug Sherman
WWTP Superintendent

User: NIKKI
DB: Portland

PERIOD ENDING 07/31/2014

GL NUMBER	DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT USED
		AMENDED BUDGET	07/31/2014 (ABNORMAL)	MONTH 07/31/2014 (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	986,400.00	46,696.72	46,696.72	939,703.28	4.73
101-000-428.000	PILOT-GOLDEN BRIDGE MANOR	1,300.00	0.00	0.00	1,300.00	0.00
101-000-445.000	PENALTY & INTEREST	8,000.00	0.00	0.00	8,000.00	0.00
101-000-445.022	1994A SPEC ASSESS - INTEREST	200.00	0.00	0.00	200.00	0.00
101-000-447.000	TAX COLLECTION FEES	42,120.00	1,267.15	1,267.15	40,852.85	3.01
101-000-448.000	SPECIAL ASSESSMENT FEES	15.00	0.00	0.00	15.00	0.00
101-000-451.000	BUSINESS PERMITS	250.00	75.00	75.00	175.00	30.00
101-000-453.000	CABLE TV FEES	28,000.00	0.00	0.00	28,000.00	0.00
101-000-455.000	TRAILER FEES	500.00	33.00	33.00	467.00	6.60
101-000-476.000	NON-BUSINESS PERMITS	2,000.00	46.00	46.00	1,954.00	2.30
101-000-490.000	PREPAID UTILITY BILLS-EL,WA,WW	0.00	0.00	0.00	0.00	0.00
101-000-501.000	CHRC-FEDERAL STIMULUS GRANT	0.00	0.00	0.00	0.00	0.00
101-000-510.000	COFS-CHRP GRANT	0.00	0.00	0.00	0.00	0.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	1,200.00	0.00	0.00	1,200.00	0.00
101-000-570.000	LIQUOR FEES	3,200.00	0.00	0.00	3,200.00	0.00
101-000-575.000	REVENUE SHARING-CONST SALES	299,879.00	0.00	0.00	299,879.00	0.00
101-000-576.000	REVENUE SHARING-STAT SALES	105,741.00	0.00	0.00	105,741.00	0.00
101-000-577.000	CONTRIBUTION FROM STATE -GRANT	0.00	0.00	0.00	0.00	0.00
101-000-620.000	PBT TESTING FEES	5,000.00	1,270.00	1,270.00	3,730.00	25.40
101-000-622.000	DEVELOPMENT AND REVIEW FEES	0.00	0.00	0.00	0.00	0.00
101-000-623.000	TRANSCRIPT FEES	1,000.00	60.50	60.50	939.50	6.05
101-000-624.000	MISCELLANEOUS FEES	0.00	0.49	0.49	(0.49)	100.00
101-000-628.000	ADMINISTRATIVE CHARGES	318,857.00	26,587.00	26,587.00	292,270.00	8.34
101-000-629.000	TOWNSHIP FIRE FEES	0.00	0.00	0.00	0.00	0.00
101-000-630.000	CEMETERY LOT SALES	3,500.00	450.00	450.00	3,050.00	12.86
101-000-633.000	CEMETERY CARE FEES	2,000.00	1,041.00	1,041.00	959.00	52.05
101-000-634.000	GRAVE OPENING FEES	10,000.00	750.00	750.00	9,250.00	7.50
101-000-656.000	DISTRICT COURT FINES	13,000.00	1,744.17	1,744.17	11,255.83	13.42
101-000-661.000	PARKING FINES	2,400.00	0.00	0.00	2,400.00	0.00
101-000-662.000	DRUG FORFEITURE MONEY	0.00	0.00	0.00	0.00	0.00
101-000-663.000	MISCELLANEOUS FINES	2,500.00	360.00	360.00	2,140.00	14.40
101-000-664.000	SEX OFFENDER REGISTRATION FEES	0.00	0.00	0.00	0.00	0.00
101-000-665.000	INTEREST INCOME	400.00	0.00	0.00	400.00	0.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	200.00	0.00	0.00	200.00	0.00
101-000-665.003	INTEREST INCOME-CURRENT TAX	0.00	0.00	0.00	0.00	0.00
101-000-667.000	RENTAL INCOME	8,300.00	270.00	270.00	8,030.00	3.25
101-000-669.000	PRINCIPAL PAYMENT	0.00	0.00	0.00	0.00	0.00
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
101-000-676.002	DONATION - POLICE EXPLORERS	0.00	0.00	0.00	0.00	0.00
101-000-676.003	DONATIONS-DOG PARK	0.00	0.00	0.00	0.00	0.00
101-000-676.004	DONATION-RED MILL BUILDING	2,000.00	0.00	0.00	2,000.00	0.00
101-000-676.005	DONATION - DARE	0.00	0.00	0.00	0.00	0.00
101-000-676.006	DONATION - PARKS	0.00	0.00	0.00	0.00	0.00
101-000-676.007	DONATION - PORTLAND TWP	0.00	0.00	0.00	0.00	0.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	750.00	246.44	246.44	503.56	32.86
101-000-678.002	REIMBURSEMENTS-AMBULANCE COLL.	0.00	0.00	0.00	0.00	0.00
101-000-678.003	REIMBURSEMENTS-RAILROAD LEASES	0.00	0.00	0.00	0.00	0.00
101-000-678.004	REIMBURSEMENTS-PATROL	0.00	0.00	0.00	0.00	0.00
101-000-678.005	REIMBURSEMENTS-WORKER'S COMP	0.00	0.00	0.00	0.00	0.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	11,000.00	1,690.56	1,690.56	9,309.44	15.37
101-000-678.007	REIMBURSEMENTS-PAMA	1,000.00	0.00	0.00	1,000.00	0.00
101-000-678.008	REIMBURSEMENTS-RETIREE HEALTH	0.00	0.00	0.00	0.00	0.00
101-000-678.009	REIMBURSEMENTS-RETIREE LIFE	0.00	0.00	0.00	0.00	0.00
101-000-683.022	1994A SPEC ASSESS - PRINCIPAL	1,100.00	0.00	0.00	1,100.00	0.00
101-000-694.000	SALE OF LAND	0.00	0.00	0.00	0.00	0.00
101-000-698.000	LCAN PROCEEDS	0.00	0.00	0.00	0.00	0.00

User: NIKKI
DB: Portland

PERIOD ENDING 07/31/2014

GL NUMBER	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 07/31/2014 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2014 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
101-000-698.002	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
101-000-699.001	TRANSFER FROM VOL FIRE DEPT.	0.00	0.00	0.00	0.00	0.00
101-000-699.105	CONTRIBUTION FROM INCOME TAX	0.00	0.00	0.00	0.00	0.00
101-000-699.403	TRANSFER FROM DNR/MDOT GRANT	0.00	0.00	0.00	0.00	0.00
101-000-699.406	TRANSFER FROM BOARDWALK FUND	0.00	0.00	0.00	0.00	0.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	49,792.00	0.00	0.00	49,792.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.812	TRANSFER FROM SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues		1,975,132.00	82,588.03	82,588.03	1,892,543.97	4.18
Expenditures						
100	COUNCIL	97,733.00	0.00	0.00	97,733.00	0.00
101	COMMUNITY PROMOTIONS	276,675.25	56,222.98	56,222.90	220,452.35	20.32
172	CITY MANAGER	134,804.00	6,092.20	6,092.20	128,711.80	4.52
191	ELECTIONS	7,105.00	0.00	0.00	7,105.00	0.00
201	GENERAL ADMINISTRATION	339,512.00	12,599.65	12,599.65	326,912.35	3.71
209	ASSESSING	51,088.00	1,841.51	1,841.51	49,246.49	3.60
265	CITY HALL	58,133.00	3,187.17	3,187.17	54,945.83	5.48
276	CEMETERY	157,205.00	8,687.74	8,687.74	148,517.26	5.53
301	POLICE	680,028.00	33,350.45	33,350.45	646,677.55	4.90
336	FIRE	0.00	0.00	0.00	0.00	0.00
371	CODE ENFORCEMENT	38,304.00	1,495.23	1,495.23	36,808.77	3.90
728	ECONOMIC DEVELOPMENT	8,000.00	77.71	77.71	7,922.29	0.97
751	PARKS	147,490.00	6,929.21	6,929.21	140,560.79	4.70
999		0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		1,996,077.25	130,483.77	130,483.77	1,865,593.48	6.54
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		1,975,132.00	82,588.03	82,588.03	1,892,543.97	4.18
TOTAL EXPENDITURES		1,996,077.25	130,483.77	130,483.77	1,865,593.48	6.54
NET OF REVENUES & EXPENDITURES		(20,945.25)	(47,895.74)	(47,895.74)	26,950.49	228.67
TOTAL REVENUES - FUND 101						
TOTAL REVENUES - FUND 101		1,975,132.00	82,588.03	82,588.03	1,892,543.97	
TOTAL EXPENDITURES - FUND 101		1,996,077.25	130,483.77	130,483.77	1,865,593.48	
NET OF REVENUES & EXPENDITURES		(20,945.25)	(47,895.74)	(47,895.74)	26,950.49	

PERIOD ENDING 07/31/2014

GL NUMBER	DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT USED
		AMENDED BUDGET	07/31/2014 (ABNORMAL)	MONTH 07/31/2014 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	706,400.00	0.00	0.00	706,400.00	0.00
	TOTAL EXPENDITURES	696,687.00	5,846.50	5,846.50	690,840.50	0.84
	NET OF REVENUES & EXPENDITURES	9,713.00	(5,846.50)	(5,846.50)	15,559.50	60.19
Fund 150 - CEMETERY PERPETUAL CARE FUND						
Fund 150 - CEMETERY PERPETUAL CARE FUND:						
	TOTAL REVENUES	2,500.00	300.00	300.00	2,200.00	12.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	2,500.00	300.00	300.00	2,200.00	12.00
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	235,000.00	0.00	0.00	235,000.00	0.00
	TOTAL EXPENDITURES	326,510.95	13,731.86	13,731.86	312,779.09	4.21
	NET OF REVENUES & EXPENDITURES	(91,510.95)	(13,731.86)	(13,731.86)	(77,779.09)	15.01
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	1,266,788.00	3,929.10	3,929.10	1,162,839.90	0.34
	TOTAL EXPENDITURES	1,260,909.00	9,426.56	9,426.56	1,151,482.44	0.81
	NET OF REVENUES & EXPENDITURES	5,879.00	(5,497.46)	(5,497.46)	11,376.46	93.51
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	146,950.00	6,565.70	6,565.70	140,384.30	4.47
	TOTAL EXPENDITURES	135,202.00	5,500.66	5,500.66	129,701.34	4.07
	NET OF REVENUES & EXPENDITURES	11,748.00	1,065.04	1,065.04	10,682.96	9.07
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	536,430.00	113,363.65	113,363.65	423,066.35	21.13
	TOTAL EXPENDITURES	531,273.00	25,416.14	25,416.14	505,856.86	4.78
	NET OF REVENUES & EXPENDITURES	5,157.00	87,947.51	87,947.51	(82,790.51)	1,705.40
Fund 245 - MSHDA LOFT FUND						
Fund 245 - MSHDA LOFT FUND:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	311,000.00	117.28	117.28	310,882.72	0.04
	TOTAL EXPENDITURES	347,352.80	3,774.27	3,774.27	343,578.53	1.09
	NET OF REVENUES & EXPENDITURES	(36,352.80)	(3,656.99)	(3,656.99)	(32,695.81)	10.06
Fund 404 - CAPITAL IMPROVEMENT-RED MILL PAVILION						
Fund 404 - CAPITAL IMPROVEMENT-RED MILL PAVILION:						
	TOTAL REVENUES	0.00	15,000.00	15,000.00	(15,000.00)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	15,000.00	15,000.00	(15,000.00)	100.00

User: NIKKI
DB: Portland

PERIOD ENDING 07/31/2014

GL NUMBER	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 07/31/2014 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2014 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 405 - WELLHEAD IMPROVEMENT FUND						
Fund 405 - WELLHEAD IMPROVEMENT FUND:						
	TOTAL REVENUES	3,000.00	0.00	0.00	3,000.00	0.00
	TOTAL EXPENDITURES	3,000.00	0.00	0.00	3,000.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT						
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	645,000.00	0.00	0.00	645,000.00	0.00
	NET OF REVENUES & EXPENDITURES	(645,000.00)	0.00	0.00	(645,000.00)	0.00
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	191,200.00	8,754.76	8,754.76	92,445.24	8.65
	TOTAL EXPENDITURES	93,600.00	0.00	0.00	93,600.00	0.00
	NET OF REVENUES & EXPENDITURES	7,600.00	8,754.76	8,754.76	(1,154.76)	115.19
Fund 528						
Fund 528:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	3,885,125.00	307,420.72	307,420.72	3,577,704.28	7.91
	TOTAL EXPENDITURES	4,037,247.50	175,514.51	175,514.51	3,861,732.99	4.35
	NET OF REVENUES & EXPENDITURES	(152,122.50)	131,906.21	131,906.21	(284,028.71)	86.71
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	878,000.00	63,362.88	63,362.88	814,637.12	7.22
	TOTAL EXPENDITURES	875,660.00	31,205.96	31,205.96	844,454.04	3.56
	NET OF REVENUES & EXPENDITURES	2,340.00	32,156.92	32,156.92	(29,816.92)	1,374.23
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	586,450.00	54,747.01	54,747.01	531,702.99	9.34
	TOTAL EXPENDITURES	811,482.30	32,567.95	32,567.95	778,914.35	4.01
	NET OF REVENUES & EXPENDITURES	(225,032.30)	22,179.06	22,179.06	(247,211.36)	9.86
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
	TOTAL REVENUES	326,170.00	22,182.00	22,182.00	303,988.00	6.80
	TOTAL EXPENDITURES	411,476.22	7,331.52	7,331.52	404,144.70	1.78
	NET OF REVENUES & EXPENDITURES	(85,306.22)	14,850.48	14,850.48	(100,156.70)	17.41
Fund 662 - INTERNAL SERVICE FUND						
Fund 662 - INTERNAL SERVICE FUND:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 07/31/2014

GL NUMBER	DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	07/31/2014 (ABNORMAL)	MONTH 07/31/2014 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 812 - SPECIAL ASSESSMENT FUND						
Fund 812 - SPECIAL ASSESSMENT FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES - ALL FUNDS		8,885,013.00	595,743.10	595,743.10	8,289,269.90	6.71
TOTAL EXPENDITURES - ALL FUNDS		10,075,400.77	310,315.93	310,315.93	9,765,084.84	3.08
NET OF REVENUES & EXPENDITURES		(1,190,387.77)	285,427.17	285,427.17	(1,475,814.94)	23.98

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 7/3/2014 Run # 14-060

Owner

Address 904 union street
City Portland State MI Zip 48875 Phone #

Occupant

Address 904 Union St
City Portland State MI Zip 48875 Phone #

Township City Section #

Times

Received 8/12/1902 9:55 In service 0:00 On Scene 0:00 Controlled 0
Cleared 0:00 Back In Ser. 10:05

Total Hrs 1 Total Man Hours 11

Description of Response Toned out for a possible structure fire. Police Dept arrived first on scene and disgrugared the fire dept due to it being steam coming off of the roof.

Location of Response 904 Union ST

Units Responding

Mutual Aid Received None

Personnel Responding: (* denotes personnel on scene)

Chief Asst Chief Gensterblum Captain Mosser
Captain 1st Lt Logel Jr 2nd Lt Logel SR
1 Patrick Chapman-AMB 2 Martin 3 Tygesen
4 Waltersdorf 5 Czaika 6 Lay
7 VanHorn 8 9
10 11 12
13 14 15
16 17 18
19 20 21
22 23 24

Reported By Czaika

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 7/26/2014 Run # 14-063

Owner David Campbell
Address 228 East Street
City Portland State MI Zip 48875 Phone # 517-647-6345

Occupant Mary Campbell
Address Same as above
City State Zip Phone #

Township Section #

Times

Received 17:41 In service 17:46 On Scene 17:54 Controlled
Cleared 18:29 Back In Ser. 18:41

Total Hrs 1 Total Man Hours 8

Description of Response Car fire- Light smoke from engine. It was put out before fire got there.
2004 Oldsmobile Alero Plate# 9DS B18 VIN 1G3NL52E04G187540
AAA insurance Policy Number Auto 20694432 EXP 10-8-14

Location of Response Lincon and Hill Street

Units Responding Engine 11

Mutual Aid Received None

Personnel Responding: (* denotes personnel on scene)

Chief Asst Chief Gensterblum* Captain
Captain 1st Lt Logel, Sr* 2nd Lt Logel, Jr
1 Pline 2 Chapman-AMB 3 Martin
4 Tygesen 5 VanHorn* 6 Shaltry
7 8 9
10 11 12
13 14 15
16 17 18
19 20 21
22 23 24

Reported By Martin



August 6, 2014

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Marquette, October 15-17, 2014. The League's "Annual Meeting" is scheduled for 11:15 am on Thursday, October 16 in the Lakes Ballroom at the Northern Michigan University. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).

2. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Susan Vasher at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by September 16, 2014.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 24, 2014.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1675 Green Road
Ann Arbor, MI 48105-2530
734.662.3246 800.653.2483
734.662.8083

208 N Capitol Avenue
1st Floor
Lansing, MI 48933-1354
800.653.2483
517.372.7476

200 Minneapolis Avenue
Gladstone, MI 49837-1931
906.428.0100
906.428.0101

www.mml.org

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is **September 16, 2014**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

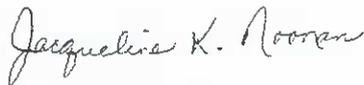
Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, October 15 in the Lakes Ballroom at Northern Michigan University for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Jacqueline Noonan
President
Mayor of Utica



Daniel P. Gilmartin
Executive Director & CEO

IONIA COUNTY BOARD OF COMMISSIONERS
“Collaborating For Safe, Strong and Healthy Communities”

Agenda
August 12, 2014
4:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment**
(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Report/Update on Green View Point Park – D. Jandernoa
 - B. Repair/Replacement of Jail Roof
 - C. FY14 Emergency Management Performance Grant
 - D. Merchant Agreement for Credit Card Services
 - E. Agreement for Website Services
 - F. Secondary Road Patrol & Traffic Accident Prevention Program Application
 - G. Letter of Support for Whites Bridge Historical Society
 - H. Request for Approval of MDOT Grant Agreement
 - I. Appointment to Regional Substance Use Disorder Oversight Policy Board
 - J. Acknowledgement of Application for Appointment – Commission on Aging Board – Vacant seat expiring September 2015
 - K.

IX. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. County Administrator

X. Reports of Special or Ad Hoc Committees

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

XII. Closed Session

XIII. Adjournment

Board and/or Commission Vacancies

- Comprehensive Economic Development Strategy Committee – One one-year term expiring in December 2014 which serves as the Private Sector Representative.
- Commission on Aging Board – One three-year term, expiring September 2015.
- Construction Board of Appeals – One two-year term, expiring October 2015. This position serves as an alternate member.
- Department of Human Services Board – One three-year term expiring October 2016.

Appointments for consideration in the month of September 2014:

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

Appointments for consideration in the month of October 2014:

- *Department of Human Services* – One three-year term.

IONIA COUNTY BOARD OF COMMISSIONERS
"Collaborating For Safe, Strong and Healthy Communities"

Committee-of-the-Whole Agenda

August 19, 2014

4:00 p.m.

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Invocation**
- IV. **Approval of Agenda**
 - A. Consideration of additional items
- V. **Public Comment**
(3 minute time limit per speaker - please state name/organization)
- VI. **Unfinished Business**
 - A.
- VII. **New Business**
 - A. Departmental Reports
 - 1. MSU Extension
 - 2. Health Department
 - 3. Juvenile Court - Child Care Fund
 - 4. Resource Recovery/Soil Conservation
 - B.
 - C.
- VIII. **Reports of Officers, Board and Standing Committees**
 - A. Chairperson
 - B. Commissioners
 - C. County Administrator
- IX. **Reports of Special or Ad Hoc Committees**
- X. **Closed Session**
- XI. **Adjournment**

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

**NOTICE OF HEARING
CONSUMERS ENERGY COMPANY
CASE NO. U-17653**

- Consumers Energy Company requests Michigan Public Service Commission to approve its proposed depreciation accrual rates for accounting and ratemaking purposes for its electric and common utility plant.
- The information below describes how a person may participate in this case.
- You may contact 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: August 27, 2014, 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 Sharon L. Feldman

LOCATION: Constitution Hall
525 West Allegan
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) 241-6160 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) June 27, 2014 application, which seeks Commission approval of its proposed depreciation accrual rates for accounting and ratemaking purposes for its electric and common utility plant. Consumers Energy represents that the impact of its revised electric and common depreciation rates is an annual increase of 7.45% from currently approved annual depreciation rates, or approximately \$28.3 million based on December 31, 2013 year-end plant balances. Consumers Energy is also requesting accounting approval to treat the demolition costs, as described in its filing.

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) 241-6180 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 August 20, 2014. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy, 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: 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 Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

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) 241-6180.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

July 28, 2014