



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

7:00 p.m. Monday, January 6, 2014  
City Council Chambers  
City Hall, 259 Kent St., Portland Michigan

<b><u>Estimated Time</u></b>		<b><u>Action Requested</u></b>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	
7:03 PM	<b>IV. <u>City Manager Report</u></b>	
7:15 PM	<b>V. <u>Presentations</u></b> A. Cory Grimminck, Librarian at Portland District Library – Annual Report	Motion
7:20 PM	<b>VI. <u>Public Hearing(s)</u> – None</b>	
7:25 PM	<b>VII. <u>Old Business</u></b>	
7:27 PM	<b>VIII. <u>New Business</u></b>	
7:20 PM	<b>A. Second Reading and Consideration of Ordinance No. 195B to Provide for a Service Charge in Lieu of Taxes for a Proposed Multiple Family Dwelling Project for Persons of Low Income to be Financed or Assisted Pursuant to the Provisions of the State Housing Development Authority Act of 1966, as Amended</b>	Motion
7:25 PM	<b>B. Proposed Resolution 14-01 Approving, Authorizing and Directing the Mayor and Clerk to Sign a Grant Agreement to Update the City’s Wellhead Protection Program Plan</b>	Motion
7:27 PM	<b>C. Proposed Resolution 14-02 Approving, Authorizing, and Directing the Mayor and Clerk to Sign a Water System Maintenance Agreement with Parkview Estates Mobile Home Park</b>	Motion
7:30 PM	<b>D. Proposed Resolution 14-03 Approving AECOM’s Proposal for Annual Water Level, Downstream Fish Passage &amp; Nuisance Plant Monitoring &amp; Reporting for 2014 and 2015 and Water Quality Monitoring Required in 2015 for the Portland Municipal Dam</b>	Motion
7:32 PM	<b>E. Proposed Resolution 14-04 Confirming the Mayor’s Appointment to City Boards and Commissions</b>	Motion
7:33 PM	<b>F. Proposed Resolution 14-05 Approving, Authorizing, and Directing The Mayor and Clerk to Sign a Debt Collection Service Agreement For Ambulance Services</b>	Motion
7:35 PM	<b>G. Proposed Resolution 14-06 Approving a Budget for Fiscal Year 2014-2015 for the Portland Area Fire Authority</b>	Motion
7:37 PM	<b>H. Proposed Resolution 14-07 a Resolution of Support for the Redevelopment of Old School Manor</b>	Motion

**Estimated  
Time**

7:40 PM

**IX. Consent Agenda**

- A. Minutes & Synopsis from the Regular City Council Meeting held on December 16, 2013
- B. Payment of Invoices in the Amount of \$36,616.10 and Payroll in the Amount of \$295,257.82 for a Total of \$331,873.92
- C. Purchase Orders over \$5,000 – None

**X. Communications**

- A. DDA Minutes from November 21, 2013
- B. Police Department Report for December 2013
- C. Code/Zoning Report for November 2013
- D. Code/Zoning Report for December 2013
- E. Ambulance Report for November 2013
- F. Ambulance Report for December 2013
- G. Utility Billing Report for November 2013
- H. Water Department Report for December 2013
- I. Revenue-Expense Report for December 2013
- J. Fire Department Report for December 2013
- K. Portland Area Municipal Authority Minutes for October 8, 2013
- L. WOW! Letter to State of Michigan

7:42 PM

**X. Public Comment (5 minute time limit per speaker)**

7:47 PM

**XI. Other Business**

7:50 PM

**XII. Council Comments**

7:55 PM

**XIII. Adjournment**

**Action  
Requested**

Motion

Motion

CITY COUNCIL  
CITY OF PORTLAND  
Ionia County, Michigan

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

**TAX EXEMPTION ORDINANCE  
ORDINANCE NO. 195B**

An Ordinance to provide for a service charge in lieu of taxes for a proposed multiple family dwelling project for persons of low income to be financed or assisted pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

**CITY OF PORTLAND ORDAINS:**

**SECTION 1: Title**

This Ordinance shall be known and cited as the City of Portland Tax Exemption Ordinance.

**SECTION 2: Preamble**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its elderly citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCLA Section 125.1401 et. Seq., MSA Section 116.114 (1) et. seq). The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any and all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real-estate tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this Ordinance for tax exemptions and the service charge in lieu of taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The City acknowledges that Portland School Limited Dividend Housing Association Limited Partnership (the "Sponsor") has offered, subject to receipt of an allocation of Low Income Housing Tax Credits ("LIHTC") from the Michigan State Housing Development Authority, to rehabilitate, own and operate a housing development identified as Portland School Apartments on certain property located in the City of Portland, County of Ionia, Michigan, which is legally described on Exhibit A to serve persons of low income, and that the Sponsor has offered to the City, on account of the housing development, an annual service charge for public services in lieu of all taxes.

### SECTION 3: Definitions

- A. Authority means the Michigan State Housing Development Authority.
- B. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.
- C. Annual Shelter Rent means the total actual collections during an agreed annual period from all occupants of a housing development representing rents or occupancy charges, which rental amounts shall be exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.
- D. Contract Rents are as defined by the U. S. Department of Housing and Urban Development in regulations promulgated pursuant to the U. S. Housing Act of 1937, as amended.
- E. Housing Development means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines to improve the quality of the development as it relates to housing for persons of low or moderate income. For the purposes of this section, the name of this development shall be The Portland School Apartments.
- F. Class means the Housing Development known as Portland School Apartments for low and moderate income seniors/elderly and families.
- G. Mortgage Loan means a loan to be made by the Authority to the Sponsor for the construction and/or permanent financing of the Housing Development.
- H. Utilities means fuel, water, sanitary sewer service and/or electrical service, which are paid by the Housing Development.
- I. LIHTC means low income housing tax credits
- I. Sponsor means person(s) or entities which have applied to the Authority for a Mortgage Loan or "LIHTC" funds to finance a Housing Development. For the purposes of this section, the Sponsor is the Portland School Limited Dividend Housing Association Limited Partnership.

### SECTION 4: Class of Housing Developments

It is determined that the class of Housing Development to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be for low and moderate income housing for senior/elderly persons or families, which are financed or assisted

pursuant to the Act. It is further determined that Portland School Apartments is of this class.

#### **SECTION 5: Establishment of Annual Service Charge**

A. The Housing Development identified as Portland School Apartments and the property on which it shall be constructed shall be exempt from all property taxes from and after the commencement of construction. The City acknowledging that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and the qualification of the Housing Development for exemption from all property taxes and a payment in lieu of taxes established in the Ordinance, and in consideration of the Sponsor's offer subject to receipt of a Mortgage Loan from the Authority, to construct, own and operate the Housing Development, agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to eight (8%) percent of the Annual Shelter Rents.

B. The Housing Development shall report to the City its Annual Shelter Rents within 45 days of the last day of the applicable calendar year on a unit-by-unit basis.

C. The City shall have the right to inspect the Housing Developments records and the right to audit and recompute any amounts determined to be Annual Shelter Rents. If the sum recomputed exceed five (5%) percent of the reported Annual Shelter Rents which the audit determines should have been reported, the Housing Development shall pay the City's cost of auditing that calendar year. The Housing Development shall retain financial records for a period of four (4) calendar years and will not be responsible beyond that period of time. The Housing Development shall provide the City with reasonable access to its records documenting rents and occupancy charges as defined by this Ordinance. The Housing Development shall comply with all reasonable requests for information in the performance of the audit. The City agrees to appropriate confidentiality in the performance of the audit. The City agrees to appropriate confidentiality protection for access to confidential and proprietary information.

#### **SECTION 6: Limitation on the Payment of Annual Service Charge**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development which is tax exempt and which is occupied by other than low income housing persons or family shall be equal to the full amount of the taxes which would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.

#### **SECTION 7: Contractual Effect of Ordinance**

To the extent permitted by law and notwithstanding the provisions of Section 15(a)(5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of the Ordinance.

#### **SECTION 8: Payment of Service Charge**

The service charge in lieu of taxes as determined under the Ordinance shall be payable in the same manner as general property taxes are payable to the City except that the annual payment shall be paid on or before March 1 of each year for the previous calendar year.

**SECTION 9: Duration**

This Ordinance shall remain in effect and shall not terminate so long as the Mortgage Loan remains outstanding and unpaid or the Authority has any interest in the property or as long as the property is subject to restricted rents in compliance with the Low Income Tax Credits (LIHTC) program but not in any case more than sixteen (16) years, provided that construction of the Housing Development commences within two (2) years from the effective date of this Ordinance.

**SECTION 10: Severability**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declined by any court or competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity or the Ordinance as a whole or any section or provision of the Ordinance other than the section or provision so declared to be unconstitutional or invalid.

**SECTION 11: Publication And Effective Date**

This ordinance must be published and recorded as provided in the City Charter and takes effect on the date of publication, but not less than ten (10) days after its adoption by the City Council.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**ORDINANCE DECLARED ADOPTED.**

Dated: January 21, 2013

\_\_\_\_\_  
James E. Barnes, Mayor

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

Introduced: December 16, 2013  
Adopted: January \_\_, 2014  
Published: January \_\_, 2014  
Effective: January \_\_, 2014

State of Michigan )  
 )SS  
County of Ionia )

I, the undersigned, the duly qualified and acting City Clerk of the City of Portland, Ionia County, Michigan, do hereby certify that the foregoing Ordinance was adopted by City of Portland at a regular City Council Board meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 201\_ ; and that the meeting was held in compliance with notice provisions and all other requirements of Act 267 of the Public Acts of 1976, as amended, I hereby certify that I published the Ordinance in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 201\_.

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

CERTIFICATION

State of Michigan            )  
                                      )SS  
County of Ionia             )

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of the  
City of Portland, Ionia County, Michigan, hereby certify that attached hereto is a true copy of the  
City of Portland Tax Exemption Ordinance No. \_\_\_\_\_ duly adopted by the City of Portland,  
effective as of \_\_\_\_\_, 2013, and that the same remains in effect as of the date of  
this certificate.

Dated:

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

**EXHIBIT A**

**LEGAL DESCRIPTION:**

CITY OF PORTLAND LOTS 9 THROUGH 22 ALMERON & JAMES NEWMAN ADD;  
ALSO ABANDONED ELM ST LYING BETWEEN LOTS 9 & 16 AND BETWEEN HILL &  
BRUSH ST.; ALSO THE ABANDONED ALLEY LYING BETWEEN SD STREETS AND  
LOTS 16 & 23.; ALSO COM 206 FT. ELY FROM E LINE KENT ST & N LINE HILL ST.  
TH: N 32°0'0"E 132.86 FT, TH: S58°0'0"E 190FT. TO NW CORN LOT 13, TH:  
S32°0'0"W 129 FT. MORE OR LESS TO N LINE HILL ST & SW CNR LOT 15, TH:  
N32°0'0"W 190 FT. ALONG N LINE HILL ST TO POB.  
SW 1/4 OF NE 1/4 SEC. 33 T6N R5W.

**PROPERTY ADDRESS:**

306 BRUSH STREET, PORTLAND, MICHIGAN 48875

PORTLAND CITY COUNCIL  
Ionia County, Michigan

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

RESOLUTION NO. 14-01

**A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE  
MAYOR AND CLERK TO SIGN A GRANT AGREEMENT TO UPDATE THE  
CITY'S WELLHEAD PROTECTION PROGRAM PLAN**

**WHEREAS**, the City has a Wellhead Protection Program that includes a delineation for wells PW-4, PW-5, PW-6 and PW-7 that is now more than 5 years old; and

**WHEREAS**, on June 17, 2013, the City Council approved Resolution 13-44 which authorized submitting a grant application to the Michigan Department of Environmental Quality (MDEQ) to update the City's Wellhead Protection Program Plan; and

**WHEREAS**, the Department of Environmental Quality (DEQ) has approved a grant in the amount of \$3,000 to update the City's Wellhead Protection Program a copy of the Grant Agreement is attached as Exhibit A; and

**WHEREAS**, the DEQ Grant Agreement requires that the City provide an equal amount of local match so that the City is required to spend \$3,000 for local match; and

**WHEREAS**, the City Council also approved having Fleis and VandenBrink review of MDEQ files regarding the plans for the Christensen Oil and Gas Well and provide a summary of the findings and potential impact on the City's wellfield in a letter, that will be paid for by the City outside the scope of the wellhead protection grant work.

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

1. The Portland City Council approves, authorizes and directs the Mayor and Clerk to sign the Grant Agreement to update the City's Wellhead Protection Program Plan, a copy of which is attached as 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:** June 17, 2013

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



**Wellhead Protection Program Grant Contract  
Between The  
Michigan Department of Environmental Quality  
And City of Portland**

This Grant Contract (Contract) is made between the Michigan Department of Environmental Quality, (MDEQ), Office of Drinking Water and Municipal Assistance (ODWMA), (State) and City of Portland (Grantee).

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Michigan Safe Drinking Water Act, 1976 PA 399, as amended, Legislative appropriation of Funds for grant assistance is set forth in Public Act 200 of 2012. This Contract is subject to the terms and conditions specified herein.

Project Name: Wellhead Protection Grants

Match from Previous Expenditures: \$ 0.00

Amount of grant: \$3,000.00

% of Grant State 0 / % of Grant Federal 100

Amount of match: \$3,000.00 = 50%

Project Total: \$6,000.00 (grant plus match)  
(includes previous expenditures)

Start Date: October 1, 2013

End Date: September 30, 2014

**GRANTEE CONTACT:**

**STATE CONTACT:**

Thomas Dempsey

Jason Berndt, Environmental Quality Analyst

Name/Title

Name/Title

City of Portland

Community Drinking Water Unit

Organization

Division/Bureau/Office

259 Kent Street

P.O. Box 30241

Address

Address

Portland, Michigan 48875

Lansing, Michigan 48909-7741

Address

Address

(517) 647-2931

517-284-6513

Telephone number

Telephone number

(517) 647-2938

517-241-1328

Fax number

Fax number

citymanager@portland-michigan.org

berndtj1@michigan.gov

E-mail address

E-mail address

38-6007243

Federal ID number

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached appendix, and used only as set forth herein.

\_\_\_\_\_  
Signature of authorized official

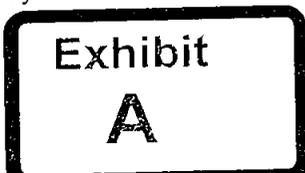
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and title (typed or printed)

AUTHORIZED BY:

\_\_\_\_\_  
Liane J. Shekter Smith, P.E., Chief  
Office of Drinking Water and Municipal Assistance  
Michigan Department of Environmental Quality

\_\_\_\_\_  
Date



## **I. PROJECT SCOPE**

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

## **II. CONTRACT PERIOD**

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page one. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

## **III. CHANGES**

Any changes to this Contract shall be requested by the Grantee in writing and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendix. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Elements and in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting period</b>	<b>Due Date</b>
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 10

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page one. All required supporting documentation (invoices, proof of payment, etc.) for expense must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products with 30 days from the End

Date of the contract.

(C) The Grantee must provide two copies of all products and deliverables in accordance with Appendix A.

#### **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

#### **VI. USE OF MATERIAL**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

#### **VII. ASSIGNABILITY**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies or their families shall benefit financially from any part of this Contract.

### **XIII. ANTI-LOBBYING**

If all or a portion of this contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti Lobbying Act which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

### **XIV. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not, within a three year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.
- (6) Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov).

### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents,

and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

#### **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

#### **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract. Grant funds may not, without advance written approval of the Project Manager, be obligated prior to the effective date or subsequent to the end date of this Agreement. Obligations outstanding as of the end date shall be liquidated within 45 days. Such obligations must be related to goods or services provided and utilized within the Agreement period, except that reasonable costs associated with the Agreement closeout, e.g., final reports, may be incurred within a short time after the end date.

(C) The State will approve payment requests after approval of reports and related documentation as required pursuant to the Program Specific Section.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to zero percent of the grant award, or final payment will be withheld by the State until the project is completed in accordance with Section XIX, Closeout and Appendix A.

(G) The Grantee is committed to the match percentage on page one of the Contract, in accordance with Appendix A. For local match used the Grantee shall expend local match committed to the project by the End Date on page one of the Contract.

#### **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit,

shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

## **XX. CANCELLATION**

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

## **XXI. TERMINATION**

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page one, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(2) Immediately and without further liability to the State if the Grantee; or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

## **XXII. IRAN SANCTIONS ACT**

By signing this Contract the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

## **XXIII. FEDERAL FUNDING REQUIREMENTS**

A maximum of 100 percent of total disbursements is funded with federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is Capitalization Grants for Drinking Water State Revolving Funds and the CFDA number is 66.468. The federal grant number is FS975487-11, and this grant is funded with federal funds from the United States Environmental Protection Agency (USEPA). By accepting this Contract, the Grantee agrees to comply with all applicable federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations." This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality (MDEQ) at the following address:

Michigan Department of Education  
Office of Audits  
P.O. Box 30008  
Lansing, MI 48909

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

(C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

## **XXIV. CONSULTANT CAP**

Payment to consultants, EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2013, the limit is \$601.15 per day and \$75.14 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Sub agreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

#### **XXV. COPYRIGHTED MATERIAL**

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, the EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a federal purpose include but are not limited to:

- (1) Use by the EPA and other Federal employees for official Government purposes;
- (2) Use by Federal contractors performing specific tasks for the Government;
- (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g., software codes) and the work is properly attributed to the recipient through citation or otherwise;
- (4) Reproduction of documents for inclusion in Federal depositories;
- (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the EPA to carry out a national environmental program within their jurisdiction and;
- (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. Termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

#### **XXVI. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 -36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at:

[http://ecfr.gpoaccess.gov/cji/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr36\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cji/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr36_main_02.tpl)

### **Disadvantage Business Enterprise Rule (DBE)**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

### **XXVII. MBE/WBE REQUIREMENTS**

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to:

- (1) Accept the applicable "fair share" goals negotiated with the USEPA by the MDEQ as follows:

MBE 2%      WBE 6%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually to the Project Manager for the period ending September 30. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained from the program manager or on the Internet at [www.epa.gov/ogd/forms/forms.htm](http://www.epa.gov/ogd/forms/forms.htm)

The recipient agrees to comply with the contract administrations provisions of 40 CRF, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

#### **XXVIII. PROCUREMENT OF RECYCLED PRODUCTS**

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

#### **XXIX. RECYCLED PAPER**

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January, 24, 2007,) the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms which are printed on recycled paper and are available through the General Services Administration.

#### **XXX. SMALL BUSINESS IN RURAL AREAS**

By accepting this agreement, the recipient agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Therefore, if the recipient awards a contract under this assistance agreement, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):

- (1) Place SBRAs on solicitation lists;
- (2) Ensuring that SBRAs are solicited whenever they are potential sources;
- (3) Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- (4) Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- (5) Using the services of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce, as appropriate; and
- (6) Requiring the contractor, if it awards subcontracts, to take the affirmative steps in subparagraphs a through e of this condition.

### **XXXI. HOTEL-MOTEL FIRE SAFETY**

Pursuant to 40 CFR 30.18, if applicable and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funding in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

### **XXXII. SUBAWARDS**

(A) The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EOA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

(B) Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf> Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section (a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

(C) The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

## Program Specific Requirements – Appendix A

### Responsibilities – Grantee

The Grantee, in accordance with the general purposes and objectives of this agreement, will:

- A. Provide for oversight of the project.
- B. Meet with the Wellhead Protection (WHP) Team quarterly as a minimum team requirement.
- C. Submit a signed copy of the Quarterly Grant Team Progress Report after each quarterly WHP team meeting. Quarterly reports shall be sent to the MDEQ, Resource Management Division, Drinking Water and Environmental Health Section, Community Drinking Water Unit, P.O. Box 30241, Lansing, MI 48909-7741. If a Financial Status Report form is not submitted, the quarterly report shall include a statement that the request for payment is not being made as part of the Quarterly Grant Team Progress Report.
- D. Utilize all report forms and reporting formats required by the State.
- E. Complete for State approval the items listed in "Table 2: Grant Tabulation 2014."



Project Specific Requirements – Appendix A Continued  
Michigan Department of Environmental Quality  
Office of Drinking Water and Municipal Assistance  
Drinking Water and Environmental Health Section  
Community Drinking Water Unit

WELLHEAD PROTECTION GRANT PROGRAM  
PROGRAM BUDGET – COST DETAIL SCHEDULE

Program	Budget Period	Date Prepared		
Wellhead Protection Grant Assistance	October 1, 2013 to September 30, 2014	10/31/2013		
Local Agency City of Portland				
Description	Grant Assistance	Local Funds	Previous Expenditures	
See attached "Table 2: Grant Tabulation 2014" for City of Portland	<u>\$3,000.00</u>	<u>\$3,000.00</u>	<u>\$ 0.00</u>	

Completion is a Condition of Funding  
Authority: 1976 PA 399



**Project Specific Requirements – Appendix A Continued**  
 Michigan Department of Environmental Quality  
 Office of Drinking Water and Municipal Assistance  
 Drinking Water and Environmental Health Section  
 Community Drinking Water Unit

**WELLHEAD PROTECTION GRANT PROGRAM**  
**PROGRAM BUDGET SUMMARY**

<b>Program</b>		<b>Budget Period</b>			<b>Date Prepared</b>
Wellhead Protection Grant Assistance		October 1, 2013 to September 30, 2014			10/31/2013
Local Agency City of Portland					
<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Federal Identification No.</b>
259 Kent Street		Portland	MI	48875	38-6007243
	SOURCE OF FUNDS			TOTAL BUDGET	
1.	State Agreement			<u>\$3,000.00</u>	
2.	Local Match			<u>\$3,000.00</u>	
3.	Local Previous Expenditures			<u>\$ 0.00</u>	
4.	TOTAL FUNDING			<u>\$6,000.00</u>	

Completion is a Condition of Funding  
Authority: 1976 PA 399

*The Department, under the terms of this agreement, will provide funding not to exceed \$3,000.00.*

Expenditures must be grant eligible in accordance with Rules 325.12812 through 325.12820, Part 28 of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended

**TABLE 2: Grant Assistance Tabulation 2014**

Contract Period October 1, 2013 to September 30, 2014

City of Portland  
Water Supply Name

**DEQ USE ONLY**

Previous Expenditures: \$ 0.00

Previous Expenditures to be used this contract period: \$ 0.00

Remaining Previous Expenditures for use as future local match: \$ 0.00

(A) Grant Eligible Activities	(B) Deliverable	(C) Activity Cost	(D) Requested Grant Assistance	(E) Local Match	
				Local Funds	Previous Expend.
Previous Expenditures To Be Used This Contract Period	DEQ Approved Previous Expenditures	\$ <u>0.00</u>	\$0	\$0	\$ <u>0.00</u>
Wellhead Protection Plan Review, Update	WHPP hard copy -	\$6,000.00	\$3,000.00	\$3,000.00	\$0
					\$0
					\$0
<b>Total</b>		\$6,000.00	\$3,000.00	\$3,000.00	\$0.00

Attention: Amendments to this table must be requested in writing at least 2 months prior to contract expiration and cannot increase the total contract amount.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 14-02**

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR AND CLERK TO SIGN A WATER SYSTEM MAINTENANCE AGREEMENT WITH PARKVIEW ESTATES MOBILE HOME PARK**

**WHEREAS**, the City owns and operates a public water system that provides potable water to its customers; and

**WHEREAS**, the Owners and residents of Parkview Estates are customers of the City's public water system; and

**WHEREAS**, the City water system is regulated by and under the jurisdiction of the Michigan Department of Environmental Quality (MDEQ); and

**WHEREAS**, the MDEQ has informed the City that to comply with the MDEQ's cross connection requirements where the City's provision of potable water to a mobile home park like Parkview Estates has two or more connections to the City public water system, one of three things must occur: (i) double check valves must be installed at each connection with the City water system, (ii) the City must receive easements for the multiple connection of Property Owners' water mains and undertake responsibility to operate, maintain, and repair those water mains, or (iii) the City and the Property Owners must enter into a suitable agreement pertaining to certain aspects of the operation, maintenance, repair, and extension of the multiple connection of the Property Owners' water mains; and

**WHEREAS**, the City advised the Owners of Park View Estates of the cross connection rules and the options available and the Owners desire to elect the third option and enter an agreement pertaining to certain aspects of the operation, maintenance, repair, and extension of the multiple connection of the Property Owners' water mains to the City System, a copy of the proposed agreement is Attached as Exhibit A.

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

1. The City Council approves, authorizes, and directs the Mayor and Clerk to sign a Water System Maintenance Agreement with Parkview Estates, a copy of which is attached as Exhibit A.

**PARKVIEW ESTATES MOBILE HOME PARK  
WATER SYSTEM MAINTENANCE AGREEMENT**

THIS AGREEMENT is made as of 12-1-13 by and between the City of Portland, a Michigan Home Rule City and municipal corporation, whose address is 259 Kent Street Portland, Michigan 48875 (the "City") and Peter J. and Julie K. Foley, whose address is 1616 Cape Coral Parkway, PMB Box 225, Cape Coral FL 33914-6979, own and operate Park View Estates, a mobile home park located in the City (Property Owners).

This Agreement is made with reference to the following facts and circumstances:

- A. The City owns and operates a public water system that provides potable water to its customers.
- B. Property Owners and residents of Park View Estates are customers of the City's public water system.
- C. The City water system is regulated by and under the jurisdiction of the Michigan Department of Environmental Quality.
- D. In connection with the City water system and the provision by the City of potable water to Park View Estates with respect to those water mains which convey water to the mobile home park properties and which have two or more connections to the City public water system, the Michigan Department of Environmental Quality has informed the City that in order for the City to be in compliance with the Michigan Department of Environmental Quality cross connection requirements, one of three things must occur: (i) double check valves must be installed at each connection with the City water system, (ii) the City must receive easements for the multiple connection of Property Owners' water mains and undertake responsibility to operate, maintain, and repair those water mains, or (iii) the City and the Property Owners must enter into a suitable agreement pertaining to certain aspects of the operation, maintenance, repair, and extension of the multiple connection of the Property Owners' water mains.
- E. The parties to this Agreement desire to elect the third alternative described in paragraph D above.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and in consideration of the City making potable water available to the Property Owners and residents of Park View Estates the parties agree as follows:

**Section 1. Definitions.** The following terms and phrases, whenever used in this Agreement, shall have the following meanings, unless the context shall clearly indicate another or a different meaning:



- A. “DEQ” means the Michigan Department of Environmental Quality, Lansing, Michigan, or any similar successor agency having similar jurisdiction over cross connections.
- B. “Flow-Through Water Mains” means underground water distribution piping, excluding Service Connection Piping (as defined below in paragraph D), which conveys potable water from the System (as defined below in paragraph E) to Park View Estate properties and has two or more connections to the System (as defined below in paragraph E), thus creating a water flow-through situation, and also hydrant leads and hydrants connected to that piping.
- C. “Property Owners” means Peter J. and Julie K. Foley, whose address is 1616 Cape Coral Parkway, PMB Box 225, Cape Coral FL 33914-6979.
- D. “Service Connection Piping” means underground water supply piping which conveys potable water to mobile homes and facilities in Property Owners mobile home park from a single connection to a Flow-Through Water Main.
- E. “System” means the City of Portland public water supply system.
- F. “City” means the City of Portland, Ionia County, Michigan.

**Section 2. Hydrant Flushing.** City shall perform hydrant flushing for each and every hydrant located on the Flow-Through Water Mains at least once each calendar year. In addition, City agrees to flush one or more hydrants on the Flow-Through Water Mains more often if required by the DEQ. Also, City agrees to flush one or more hydrants on the Flow-Through Water Mains as necessary to keep the chlorine residual, as determined based on the City testing described in Section 3 below, at a detectible level.

**Section 3. Sampling and Testing.** At no cost or charge to the Property Owners (except as the cost thereof may be part of the City’s regular water rates charged to customers), the City shall perform water sampling and testing from locations that are connected to the Flow-Through Water Mains. This sampling and testing shall be carried out as part of the City’s current DEQ approved water sampling and testing plan and shall take place monthly or, more often, if required by the DEQ. The Property Owners shall approve the sampling sites, such approval not to be withheld unreasonably. Property Owners expressly consents and authorizes City employees and contractors to enter Park View Estates to complete the sampling authorized by this Section.

**Section 4. Valves.** The City shall exercise with a complete closing and then opening each and every valve located on the Flow-Through Water Mains at least once each calendar year. In addition, the City agrees to exercise by complete closing and opening one or more valves on the Flow-Through Water Mains more often if required by the DEQ.

**Section 5. Repairs.** With respect to all repairs of the Flow-Through Water Mains, the Property Owners shall not undertake any repairs without first notifying the City by telephone call to the City’s 24 hour telephone number (517) 647-7521 and with confirmation with a written

notice to be faxed or personally delivered. At least 24 hours advance notice shall be required for all repairs, except, in the case of an emergency, it shall only be necessary to provide the telephone notice prior to the commencement of the repairs.

In connection with all repairs, City employees and contractors shall be granted access to the repair site and be allowed to witness and inspect all repair activities which pertain to the Flow-Through Water Mains.

All repairs to the Flow-Through Water Mains shall meet the following requirements:

- The trench shall be kept dry and clear.
  - All dirt and debris shall be kept out of the water main.
  - After the repair is complete, the repaired water main shall receive a chlorine swabbing.
  - The repaired water main shall receive a post-repair flush.
  - With the joints exposed, the water main shall be placed under pressure and a visual inspection made for leaks.

The Property Owners agree to comply with all of these requirements in connection with any and all repairs to the Flow-Through Water Mains.

**Section 6. New or Replacement Water Mains.** With respect to new or replacement water mains which will be connected or which are a part of the Flow-Through Water Mains, the Property Owners shall not commence construction without first notifying the City with a written notice delivered by facsimile or personal delivery. At least thirty (30) days advance notice shall be required for all new or replacement water main construction projects.

In connection with all new or replacement water main construction projects, the City employees and contractors shall be granted access to the construction site and be allowed to witness and inspect all construction activities which pertain to the new or replacement water mains which are to be connected to the Flow-Through Water Mains.

All of the Property Owners new or replacement water main construction that will be connected to the Flow-Through Water Mains shall be completed following all of the requirements provided above in Section 5 for repairs and, in addition, prior to being placed in service, two satisfactory or "passing" bacteriological tests shall be completed at least 24 hours apart.

**Section 7. Term.** This Agreement shall continue for as long as the Flow-Through Water Mains are connected to the System.

**Section 8. Liability.** The Property Owners assume all risk and liability for injury or damage to persons or property in acquiring and constructing or reconstructing Flow-Through Water Mains and their appurtenances on the Park View Estates premises and in operating, repairing, and maintaining those Flow-Through Water Mains. The Property Owners agree to indemnify the City and its Council members, officers, employees, and agents from and all losses,

damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from injury or damage to persons or property for which the Property Owners have assumed all risk and liability pursuant to the immediately preceding sentence.

The City assumes all risk and liability for injury or damage to persons or property with respect to all parts of the System and its appurtenances outside the Park View Estate premises, and within any public utility easement granted to and accepted by the City within the Park View Estates premises, and in addition, in connection with its sampling, testing, and inspection pursuant to this Agreement. The City agrees to indemnify the Property Owners, their officers, agents, and employees from any and all losses, damages, claims, and expenses including reasonable attorney's fees incurred for defense, resulting from injury or damage to persons or property for which the City has assumed all risk and liability pursuant to the immediately preceding sentence.

**Section 9. Negation of Warranty.** Even though the City will witness and inspect repairs to the Flow-Through Water Mains and also the construction of new and replacement Flow-Through Water Mains, the City does not warrant or provide any guarantee as to such repair and/or construction, it being expressly understood and agreed upon by the parties that Property Owners as the owner of such water mains and the party contracting for and completing such repairs and/or construction, has full authority and responsibility with respect to all such repairs and/or construction.

**Section 10. Miscellaneous.** Neither this Agreement nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Agreement shall insure to the benefit of and are binding upon the parties hereto and their successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated in Section 1 of this Agreement or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated Agreement. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Agreement.

This Agreement is written pursuant to the laws of the State of Michigan. To the extent permitted by law, jurisdiction and venue pertaining to any action arising from or pursuant to this Agreement shall be with the state courts in Ionia County, Michigan. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect. It is contemplated that this Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify the

terms and provisions hereof. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any of the provisions contained herein. Neither party shall be liable nor deemed to be in default for any delay or failure of performance under this Agreement or other interruption of service resulting directly from fires, explosions, earthquakes, floods, vandalism, strikes or other work interruptions or any similar cause beyond the reasonable control of either party. No amendment, modification or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Agreement are cumulative and are in addition to any other legal or equitable rights and remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witnesses:

CITY OF PORTLAND

(1)

By:

Its: Mayor

(2)

By:

Its: Clerk

Dated:

Witnesses:

PROPERTY OWNERS

(1)

By:

Its:

(2)

By:

Its:

Dated:

12-1-13

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 14-03**

**A RESOLUTION APPROVING AECOM'S PROPOSAL FOR ANNUAL WATER LEVEL, DOWNSTREAM FISH PASSAGE & NUISANCE PLANT MONITORING & REPORTING FOR 2014 AND 2015 AND WATER QUALITY MONITORING REQUIRED IN 2015 FOR THE PORTLAND MUNICIPAL DAM**

**WHEREAS**, the City is licensed by the Federal Energy Regulatory Commission (FERC) to operate a municipal dam as part of its hydroelectric plant; and

**WHEREAS**, as part of the licensing process FERC requires annual water level, downstream fish passage, and nuisance plant monitoring and reporting and water quality monitoring every five years; and

**WHEREAS**, the City has previously employed AECOM (formerly known as Earth Tech) in consulting matters pertaining to its FERC license; and

**WHEREAS**, AECOM has submitted a proposal to continue to perform the annual water level, downstream fish passage, and nuisance plant monitoring and reporting for 2014 and 2015, for a not to exceed price of \$23,000, which is an increase of \$2,875 over the price of their 2012-2013 proposal of \$20,125, a copy of the 2014-2015 proposal is attached as Exhibit A;

**WHEREAS**, AECOM has submitted a proposal to continue to perform the Water Quality Monitoring and Reporting required by FERC for a cost not to exceed \$19,500, an increase of \$8,000 over their proposal from 5 years ago (increase is attributable to new health and safety guidelines that require 2 AECOM technicians be in the boat for the bi-weekly dissolved oxygen and water temperature profile monitoring that is done in the deepest part of the impoundment); and

**WHEREAS**, the Board of Light and Power does not meet in December and their next meeting is scheduled for January 28, 2014; and

**WHEREAS**, the Electric Superintendent and City Manager are recommending that the City Council approve AECOM's proposal, a copy of which is attached as Exhibit A, for the annual water level, downstream fish passage, and nuisance plant monitoring and reporting and the required water Quality Monitoring in 2015 for a not to exceed price of \$42,500.

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

1. The Portland City Council approves the Electric Superintendent and City Manager's recommendation to approve AECOM's proposal, a copy of which is attached Exhibit A, in an amount not to exceed \$42,500.
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:** January 6, 2014

Monique I. Miller, City Clerk

December 10, 2013

Mr. Thomas Dempsey, City Manager  
City of Portland  
259 Kent Street  
Portland, MI 48875

**RE: Proposal for 2014 & 2015 Monitoring & Reporting  
Portland Municipal Dam  
Portland, Michigan**

Dear Mr. Dempsey:

AECOM is pleased to provide this proposal for Water Level, Downstream Fish Passage, Nuisance Plant Monitoring and Reporting and Water Quality Monitoring at the Portland Municipal Dam. AECOM has provided services at the Portland Municipal Dam since 2002, and welcomes this opportunity to propose to continue these services.

We developed this proposal based on requirements presented in the Federal Energy Regulatory Commission (FERC) license and recent approval letters. This proposal is for service activities required by your FERC license during 2014 and 2015.

#### **SCOPE OF SERVICES**

##### **Task 1: Annual Water Level Monitoring & Reporting (License Article 405)**

AECOM will complete the Annual Water Level Monitoring and Reporting as required by the license. The tasks will include downloading data from the automatic headwater surface elevation sensor and preparing a summary report for filing with the Michigan Department of Natural Resources (MDNR), U.S. Fish and Wildlife Service (USFWS) and FERC.

##### ***Task 1a. Data Download (2014 and 2015)***

AECOM will conduct quarterly visits to download data from the automated sensor located in the powerhouse forebay. We will contact you for additional authorization if it is necessary to make repairs or improvements to ensure proper sensor operation.

##### ***Task 1b. Preparation of Annual Reports (2014 and 2015)***

AECOM will prepare annual summary reports for 2014 and 2015 based on the Operator's daily log of project operations and the water level data. AECOM will review and compile data in report form, and submit to the MDNR, USFWS and FERC within 30 days of year end.

##### **Task 2: Annual Downstream Fish Passage Consultation & Reporting (License Article 408)**

AECOM will request the MDNR to identify a consecutive 14-day period for stopping project generation to pass downstream migrating salmonid smolts. We will also file the annual summary reports for 2014 and 2015 of downstream passage activities by October 1<sup>st</sup> of each year. We assume the City will provide documentation of daily observations for smolts for the time before and after generation is stopped.

##### **Task 3: Annual Nuisance Plant Monitoring & Reporting (License Article 412)**

AECOM will complete the Annual Nuisance Plant Monitoring and Reporting as required by the license. The tasks will include a visual inspection of the project area and preparation of 2014 and 2015 reports for the MDNR, USFWS and FERC.

**Exhibit**

**A**

***Task 3a. Visual Inspection (2014 and 2015)***

AECOM will identify purple loosestrife and Eurasian water-milfoil in the project waters, via canoe or small boat. We will photograph these species if we observe significant numbers.

***Task 3b. Preparation of Annual Reports (2014 and 2015)***

AECOM will prepare annual summaries of the 2014 and 2015 inspections and submit them to MDNR, USFWS and FERC. These reports will include maps illustrating the locations and relative abundance of each nuisance plant species and photographs for reference.

**Task 4: Water Quality Monitoring and Reporting (License Article 405)**

The license requires water quality monitoring every five years. AECOM will implement the Water Quality Monitoring Plan for 2015 and file the required report with FERC. The subtasks will include the installation of the automated dissolved oxygen and temperature gauge, water profile monitoring and preparation of the summary report due in 2015.

***Task 4a. Automated Dissolved Oxygen and Temperature Gauge***

Article 405 of the FERC license requires the City to install automated dissolved oxygen and temperature gauges upstream and downstream of the project. The gauges will monitor dissolved oxygen and temperature on an hourly basis from June 1 through September 30 during 2015.

AECOM will calibrate and install the previously purchased gauge upstream of the project. It will be located downstream of where the Looking Glass River enters the Grand River. The downstream monitoring point will be in the tailrace of the powerhouse, identical to the Webber Dam's upstream monitoring point. The downstream gage is installed and operated by Consumers Energy, which provides the data to us at no charge.

***Task 4b. Profile Monitoring***

AECOM will collect the dissolved oxygen (DO) and water temperature profile data in the deepest part of the impoundment every two weeks. These measurements will be taken by a technician with a portable DO/temperature field meter and Secchi disk from a small boat.

AECOM's health and safety guidelines require two AECOM technicians in the boat during these monitoring events.

This monitoring will be done every two weeks from June 1 through September 30, 2015, or nine events. We will check installation and calibration of the automated upstream DO and temperature gauge at the same time. We will also download data from the automated DO/temperature meter as part of the profile monitoring.

***Task 4c. Preparation of 2015 Water Quality Report***

AECOM will prepare a summary report based on data retrieved from the automated dissolved oxygen and temperature gauge and from the bi-weekly profile monitoring events. AECOM will review and compile the data in report form and submit to FERC by December 31, 2015.

**SCHEDULE**

We assume the City will provide AECOM with the complete Operator's log of project operations for the Annual Water Level reports within the first week of January of each year. We will file annual reports with the Commission and provide to the resource agencies by January 30 of 2015 and 2016.

The written consultation for the Downstream Fish Passage will be submitted to the MDNR by March 1, 2014 and March 1, 2015. The Downstream Fish Passage Reports must be submitted to FERC by October 1, 2014 and 2015.

The visual inspections of the project areas will be completed by September 15, 2014 and 2015. The summary reports will be submitted to the MDNR and USFWS by December 31, 2014 and 2015.

AECOM will install the dissolved oxygen/temperature gauge in May 2015 and return at the beginning of the monitoring period to verify its operation.

The profile monitoring will begin on or around June 1, 2015 and continue through the end of the monitoring period, September 30, 2015.

AECOM will submit the Water Quality Report based on the automated gauge and profile monitoring data collected for the session. AECOM will review and compile the data in report form and submit to the Michigan Department of Natural Resources (MDNR), U.S. Fish and Wildlife Services (USFWS) and the Commission.

#### FEE-

AECOM will perform the work described in the Scope of Services for a not-to-exceed price of **\$42,500** based on the breakdown below.

Water Level Monitoring & Reporting for 2014 & 2015	\$8,500
Downstream Fish Passage Consultation & Reporting for 2014 & 2015	\$6,000
Nuisance Plant Monitoring & Reporting for 2014 & 2015	\$8,500
Water Quality Monitoring & Reporting for 2015	\$19,500

#### AUTHORIZATION

If you find this proposal to be acceptable according to the terms and conditions of the attached Commercial Terms and General Conditions, please provide written authorization referencing this proposal.

We are pleased to have this opportunity to provide this proposal to the City of Portland. Please feel free to contact us if you have any questions regarding our proposed scope of services.

Very truly yours,

AECOM, Inc.



Dawn Swider, CHMM  
Vice President



Allison Carpenter, PE  
Project Engineer

c: Mr. Jon M. Hyland, Superintendent  
Mr. Todd Colon, AECOM  
Mr. Glenn Hendrix, AECOM

Effective January 1, 2013

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

**BILLING RATES**

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

STAFF CATEGORY	RATE/HOUR
Technician I, Project Administrator I	\$50.00
Data Administrator I, Technician II	\$60.00
Project Controls I, Scientist I, Project Administrator II, Construction Mgmt I	\$70.00
Scientist II, Engineer I, Data Administrator II, Construction Mgmt II, Technician III	\$85.00
Project Controls II, Scientist III, Engineer II, Technician IV, Data Administrator III, Project Administrator III	\$100.00
Project Manager I, Scientist IV, Engineer III, Construction Mgmt III	\$110.00
Scientist V, Engineer IV	\$125.00
Project Director I, Project Manager II, Construction Mgmt IV	\$140.00
Project Director II, Engineer V	\$155.00
Project Director III, Project Director IV	\$175.00

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER – AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a five percent (5%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as five percent (5%) of labor cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

**ESTIMATES OF COSTS AND SCHEDULES** - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

**AGREEMENT** - These Commercial Terms Form 103A (01/13) and the attached General Conditions Form 102 (01/13) govern the performance of the Services and rights and obligations of the parties.

1. **ACCESS.** Client grants or shall obtain for AECOM Technical Services, Inc. ("AECOM") and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense.
2. **CLIENT INFORMATION.** Client understands that AECOM is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.
3. **STANDARD OF SERVICES AND WARRANTY.** AECOM agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, AECOM warrants that, if any of its completed Services fail to conform to the above standard, AECOM will, at its expense and provided AECOM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AECOM for the defective Services. Except as provided in this Section, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.
4. **CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.
5. **WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, AECOM shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold AECOM harmless from any and all such claims or damages.
6. **INSURANCE.** AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.
7. **INDEMNITY.** AECOM shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify, defend and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.
8. **PAYMENT & CHANGES.** Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's original proposal or for additional work requested

by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

**9. REMEDIES.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

**10. ENVIRONMENTAL CONDITIONS.** Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend AECOM from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of AECOM; it being the intention of the Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

**11. INDEPENDENT CONTRACTOR.** AECOM's Services are performed as an Independent contractor.

**12. FORCE MAJEURE.** AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment.

**13. LIMITATIONS OF LIABILITY.** To the greatest extent allowed by law, Client agrees that AECOM's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of \$50,000 or the total amount of compensation received by AECOM hereunder. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, AECOM reserves the right to suspend its Services hereunder and shall so timely notify Company.

**14. OWNERSHIP OF WASTE.** "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, AECOM shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall AECOM take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain property of the Client.

**15. ENTIRE AGREEMENT.** The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 9, 10, 13 & 14 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.

PORTLAND CITY COUNCIL  
Ionia County, Michigan

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

RESOLUTION NO. 14-04

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

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

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

Parks & Recreation Board  
Dennis Cunningham to a term expiring June 30, 2014

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council confirms the Mayor's appointment as set forth above.
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: January 6, 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. 14-05

A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR AND CLERK TO SIGN A DEBT COLLECTION SERVICE AGREEMENT FOR AMBULANCE SERVICES

WHEREAS, the City operates and ambulance service and contracts with MHR Billing Services, LLC (MHR) for ambulance billing services; and

WHEREAS, MHR is not a collection agency and returns uncollected accounts back to the City; and

WHEREAS, the City looked into three collection agencies that specialize in collecting delinquent ambulance accounts, a summary of their proposals is attached as Exhibit A ; and

WHEREAS, staff is recommending that the City Council approve using Mid-Michigan Collection Bureau (MMCB) to collect on delinquent ambulance accounts, a copy of their proposed debt collection services agreement (Agreement) is attached as Exhibit B, contingent on the following changes:

1. MMCB will charge a flat fee of \$5.25 for a pre-collect letter on its letterhead giving the debtor 30 days to pay before the account is sent to collections and subject to the contingent fee arrangement in the Agreement; and
2. Skip tracing, if needed, will not be assessed at 50% but will remain at the regular collection rate of 25%.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves using Mid-Michigan Collection Bureau (MMCB) to collect on delinquent ambulance accounts.
2. MMCB's proposed Agreement, a copy of which is attached as Exhibit A, is approved ,contingent on the following changes:
  - a. MMCB charging a flat fee of \$5.25 for a pre-collect letter on its letterhead giving the debtor 30 days to pay before the account is sent to collections and subject to the contingent fee arrangement in the Agreement; and
  - b. Skip tracing, if needed, will not be assessed at 50% but will remain at the regular collection rate of 25%.
3. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: January 6, 2013

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

Accounts Receivable Solutions, 301 N. Clinton Ave. PO Box 184, St. Johns, MI 48879

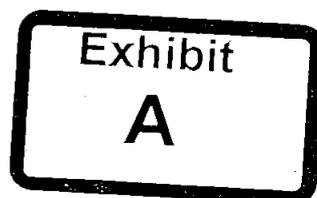
They send a validation letter advising they have been turned over to collections. If no response/payment they are then set into the collections process. Commission is 29% no matter the age of the account, even if they pay when the validation letter is sent out. We are responsible for court costs if it goes that far. They cover the attorney fees as they have a firm on retainer. If it goes to court, they collect 45% commission.

Mid-MI Collection Bureau, PO Box 130, St. Johns, MI 48879

They offer what they call a Pre-Collect Service. They send out a letter advising they have been turned over to collections. If the bill is paid within 30 days we keep all but a \$5.25 charge for the letter. This sounds nice except for there is a \$5.25 charge for each letter they send out. The Rep says they generally get a pretty good response from these. If it goes beyond this letter they collect 25% commission. If it gets to the court process, the fee is 50% but we pay no additional costs. He says Ionia Co and Clinton Co. jails use this Pre-Collect Letter for their inmate charges and generally do well.

Merchants & Medical Credit Corp., 6324 Taylor Dr., Flint, MI 48507-4685

The commission charged by this group is based on the age of the account. They charge 25% if the account is <6 months, 35% for 6-12 months and finally 50% if it is >12 months. Legal fees are fronted by MMCC and taken out of what is collected. Also, these %'s are based on if the account service date is within that time frame listed for commission. Based on that, most of what we have to turn over is already in the 50% range as they are over a year old since date of service.





**MMCB DEBT COLLECTION  
SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") by and between \_\_\_\_\_ ("CLIENT") and Mid-Michigan Collection Bureau, with offices at 117 E. Walker Street, St. Johns, MI 48879 ("MMCB"), (sometimes referred to collectively as the "Parties" or individually as a "Party") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BACKGROUND AND RECITALS**

WHEREAS, MMCB is in the business of providing debt collection services; and

WHEREAS, CLIENT is owed money ("the Debt") for the supply of goods or services to certain persons ("the Debtor") and has provided complete & accurate information, to the best of its knowledge, regarding the Debt and the Debtor to MMCB, for which CLIENT authorizes MMCB's use in an attempt to collect the Debt; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions herein contained, the parties do hereby covenant and agree as follows:

**1. SERVICES TO BE PROVIDED**

- 1.1 MMCB shall make written, telephonic and/or personal demands for payment in attempt to recover the Debt.
- 1.2 MMCB is hereby authorized by CLIENT to report the Debts to the three (3) national credit repositories, Experian, TransUnion, & Equifax. A Debt will remain on a Debtor's credit file for seven years from the date of delinquency.
- 1.3 Forwarding Services. MMCB is hereby authorized by CLIENT to select and forward accounts to an associate office on CLIENT's behalf.
- 1.4 Litigation Services.
  - 1.4.1 MMCB is hereby authorized by CLIENT to forward any account to an attorney that may act on CLIENT's behalf.
  - 1.4.2 MMCB, or its agent(s), shall not initiate litigation without prior written authorization of CLIENT.
  - 1.4.3 MMCB shall advance filing fees, constable fees, garnishment fees, execution costs, costs of discovery subpoenas and reasonable attorney fees on all accounts in which MMCB recommends litigation. Advanced costs will be reimbursed to MMCB out of debtor payments prior to the calculation of the contingency fee per the agreement and remittance of the net to the client. All court costs will be added to the debtor's outstanding account balance where authorized by contract or otherwise allowed by law.

**Exhibit**

**B**

1.4.4 CLIENT and attorney may communicate directly at any time, but such communication is not required.

## 2. COMPENSATION FOR SERVICES <sup>25% fee</sup>

- 2.1 MMCB shall be entitled to a ~~35%~~ <sup>25%</sup> fee based on total Debt collected and contingent upon successful collection, on all accounts placed by CLIENT with MMCB, regardless of age or balance
- 2.2 MMCB shall be entitled to a 50% fee based on total Debt collected on all accounts placed by CLIENT with MMCB that require skip tracing, forwarding, and/or litigation.
  - 2.2.1 Skip tracing is defined as any tactic MMCB utilizes to locate a person's whereabouts including, but not limited to, identifying an accurate address, phone number, and/or place of employment for which such information was not originally provided by CLIENT.
  - 2.2.2 Forwarding is defined as any account that is provided to an associate office for debt collection services to be made on CLIENT's behalf.

## 3. TERM, TERMINATION AND RENEWAL

- 3.1 Initial Term. The initial term of this Agreement shall commence on the date first written above (the "Effective Date") and subject to the termination and renewal provisions provided below, expire on the first (1<sup>st</sup>) anniversary of the Effective Date.
- 3.2 Termination. Either party may terminate this Agreement during the term or any renewal term with written notice of intent to terminate Agreement at least sixty (60) days prior to any monthly expiration date. Such termination shall not affect MMCB's rights with regard to their contingency fees on payments received by MMCB or client, subsequent to the termination, for accounts placed with MMCB prior to the effective date of termination. Neither shall MMCB's discontinuance of collection efforts affect their rights with regard to their contingency fees on payments received subsequent to such discontinuance if said payments are received as a result of MMCB's efforts or their reporting of accounts to local/national credit repositories.
- 3.3 Renewal Option. Upon expiration of the initial term of this Agreement and each renewal term, if any, this Agreement shall automatically renew for successive one year terms unless either party gives written notice of intent to terminate at least sixty (60) days prior to any monthly expiration date.

## 4. INDEMNIFICATION AND LIABILITY

- 4.1 MMCB is properly licensed, fully bonded, and authorized to conduct business in the states of Michigan and Texas.

- 4.2 CLIENT agrees to indemnify and hold MMCB harmless of any loss, damage or expenses associated with the acts or omissions of any attorney in connection with accounts forwarded.
- 4.3 CLIENT agrees to indemnify and hold MMCB harmless of any loss, damage or expenses associated with the acts or omissions by CLIENT, its agent or employees, in connection with accounts forwarded.
- 4.4 Mutual Indemnification. CLIENT and MMCB hereby mutually indemnify and shall defend and hold harmless the Parties and their affiliates, and members and their respective officers, directors, managers, employees, representatives, agents, successors and assigns, entirely harmless against and from any and all claims, demands, causes of actions, fines, penalties, judgments, appeals, settlements, losses, liabilities, or obligations, costs or expenses whatsoever (including, without limitation, expert witness fees and reasonable attorney's fees) which the Parties may suffer, sustain, incur or otherwise become subject to arising from performance of the services listed herein.

## 5. MISCELLANEOUS

- 5.1 Assignment. Neither party may assign any of their respective rights, powers, duties and obligations listed in this Agreement without the prior written consent of the other party.
- 5.2 Confidential Information. During the term of this Agreement, MMCB may have access to confidential information. All information and data related to CLIENT and obtained by MMCB pursuant to its performance of this Agreement will be treated as confidential by MMCB and will not, unless otherwise required by law, be disclosed to any third party by MMCB without prior written consent of CLIENT. MMCB agrees not to use or disclose such information other than for the purposes outlined in this Agreement and to abide by CLIENT's confidentiality policies with respect to all information disclosed to MMCB in connection with this Agreement.
- 5.3 Endorsements. MMCB shall have the right to endorse for deposit and collection, in the name of and on behalf of CLIENT, checks, drafts, money orders and other negotiable instruments received on accounts placed with MMCB for collection.
- 5.4 Remittance. MMCB shall provide CLIENT by the 15<sup>th</sup> of each month, a monthly remittance statement listing all payments received during the preceding month including columns for Debtors' names, account number, amount collected, commission due MMCB and outstanding balance. A separate report may also be provided listing any accounts that have been closed and/or returned to CLIENT.
- 5.5 Reporting of Direct Payments. It is expressly understood by CLIENT that MMCB shall maintain an irrevocable vested interest in and to all accounts tendered it for collection, and to all monies collected upon each and every account for which services have commenced, whether or not legal action has been taken, and whether monies collected upon said accounts should be collected by MMCB or by any other agent, employee or representative.

- CLIENT agrees to use best efforts to notify MNCB immediately upon receipt of all monies paid directly or indirectly to CLIENT, agent or representative, or to any other person or entity. MNCB shall be entitled to the fee listed in this Agreement for all direct or indirect payments made to CLIENT for accounts that are currently listed with MNCB and to which an effort to collect the Debt has been made.
- 5.6 Notices Received by CLIENT. Client shall notify MNCB when CLIENT receives notices or other communication that Debtor has filed for bankruptcy, the Debtor is represented by an attorney or if CLIENT has received a "Cease and Desist" letter from an attorney.
- 5.7 Withdrawal of Accounts. CLIENT shall give reasonable opportunity for MNCB to collect every assigned account. All accounts chosen by CLIENT to withdraw shall be reviewed and approved by MNCB prior to completion of withdrawal and may be subject to a \$5 processing fee. Any account in legal process or in which payment arrangements have been made between consumer and MNCB are excluded from withdrawal.
- 5.8 Settlements. MNCB shall not settle any balance due CLIENT without prior approval.
- 5.9 Independent Contractor. At all times in the performance of the services pursuant to this Agreement, MNCB and CLIENT shall be acting as independent contractors. Except as expressly set forth herein, neither party is, in any manner, authorized to make any contract, agreement, warranty, or representation on behalf of the other party, or to create any obligations, expressed or implied, on behalf of the other party. MNCB shall not be deemed to be a servant, employee, legal representative, joint venture or partner of CLIENT.
- 5.10 Severability. If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting the remaining portions of this Agreement.
- 5.11 Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and may not be altered, modified or amended unless specified in writing & signed by both parties.
- 5.12 Non-Exclusivity. Nothing in this Agreement shall limit the rights of either party to contract with any other facility or entity for the same or similar services.
- 5.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 5.14 Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Michigan, without reference to its conflicts of laws rules.
- 5.15 Specific Performance. The parties will be irreparably damaged in the event that this Agreement should not be specifically enforced. If any dispute arises under the terms of this Agreement, an injunction may be issued restraining such transfer pending the determination of the controversy, without any bond or other security being required. Any such remedy shall be cumulative and shall be in addition to any other remedy that the parties may have.

- 5.16 CLIENT shall defend, indemnify, and hold MMCB harmless to the maximum extent permissible by law for any claims or liability imposed by any governmental entity resulting from the performance of requested services in conformance with this Agreement.
- 5.17 MMCB shall fully comply, in good faith, with the Federal Fair Debt Collection Practices Act, 15. U.S.C., Section 162 et. and other State & Federal laws and regulations when pursuing Debt.
- 5.18 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, shall be binding on either party hereto and neither of the parties has relied on such prior representations, warranties, undertakings, or promises in executing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated above.

CLIENT – \_\_\_\_\_

MMCB

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

By: Tom Torres

Signed: \_\_\_\_\_

Signed: [Signature]

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

Title: President

[This space intentionally left blank]

**CLIENT DETAILS FOR MMCB FILE**

Legal Business Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Agreed Settlement Amount (% of 100%): \_\_\_\_\_

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 14-06**

**A RESOLUTION APPROVING AN AMENDED BUDGET FOR FISCAL YEAR 2014-2015 FOR THE PORTLAND AREA FIRE AUTHORITY**

**WHEREAS**, the City of Portland, Portland Township, and Danby Township have approved a Joint Fire and Emergency Services Agreement (Agreement) to create the Portland Area Fire Authority (Authority); and

**WHEREAS**, Portland Area Fire and Emergency Services Board (Board) met on December 3, 2013 and approved a budget for FY 2014-2015 that is \$47,463 higher than the current budget; and

**WHEREAS**, the proposed increase in the budget will fund a 2.5% wage increase for all personnel, a \$6,900 increase in the budget for replacing turnout gear, \$13,000 increase in the capital outlay budget to replace air tanks, and a \$25,000 increase in the vehicle replacement fund; and

**WHEREAS**, the proposed budget will increase the City's contribution to the Authority by \$18,140.36 so that the City's annual contribution will increase from \$83,627.27 to \$101,767.62; and

**WHEREAS**, the Authority has forwarded copies of their approved recommended budget for FY 2014-2015 to the City Council and Township Boards for approval pursuant to Section 2.2(a) of the Agreement, a copy of the Authority's Budget Committee Minutes, the FY 2014-2015 Recommended Budget, and draft Minutes from the Authority Board meeting are attached as Exhibit A .

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

1. The City Council approves the Authority's proposed budget for 2014-2015, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

**RESOLUTION DECLARED ADOPTED.**

Dated: January 6, 2014

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

Minutes of the Budget Committee Meeting, Portland Area Fire Authority

Tuesday, December 03, 2013, Danby Township Hall

Present: Mark Ackerson, Kathy Parsons, Bill Stegenga,

Guests: Chief John Baker, Patti Jo Schafer, Joel VanSlambrouck, Chris Jensen, Julius Platte, Steve Fabiano

Meeting called to order at 6:10 pm.

Chief Baker explained the proposed increases in expenses for line items, such as a payroll increase of 2.5%, continued planned purchases of turn-out gear, which will not need to be done for a couple of years after this budget except for new hires and to reflect past two years' experience. Pay rates had not increased for quite a few years. A couple of items were combined for clarity. With these increases, some of which are for two or three years' budgets, will substantially bring outdated equipment up to standards, replacing worn out or depleted equipment.

Figures were adjusted and corrected based on discussions.

Mr. Ackerson discussed proposals for budgeting including a long-range plan to purchase new trucks to replace aging units. Several financing scenarios were discussed. Mr. Stegenga preferred a larger down-payment and smaller finance costs, Ms. Parsons preferred options to keep more cash on hand for contingencies with the option to pay off early if stars align. Mr. Ackerson said he was middle of the road. Mr. Stegenga reminded the committee that the increases proposed are added to the other items requested to be increased as well.

Ms. Parsons moved to recommend the proposed budget including adding \$25,000 this year for vehicle purchase going forward. Mr. Ackerson supported. Mr. VanSlambrouck asked if this total budget increase for trucks may stay the same, but within a couple of years other line items are scheduled to be decreased when those purchases are completed according to plan. Spirited discussion was had on whether we could get to our goal without a cash infusion using operating funds to borrow from as contingency.

Motion carried.

Meeting adjourned at 7:15 pm.

Respectfully submitted:



Kathy Parsons, Secretary



## Portland Area Fire Authority Profit & Loss Budget Overview

	Proposed	
	Jul '12 - Jun 13	Jul'14 -Jun'15
<b>Income</b>		
400 · Contributions/Grants		
405 · City of Portland - 38.5%	84,239.93	<b>102,513.18</b>
410 · Danby Township - 23.28%	50,937.80	<b>61,987.20</b>
415 · Portland Twp - 38.22%	83,627.27	<b>101,767.62</b>
<b>Total 400 · Contributions/Grants</b>	<b>218,805.00</b>	<b>266,268.00</b>
440 · Interest	0.00	0.00
450 · Rebates/Refunds	0.00	0.00
<b>Total Income</b>	<b>218,805.00</b>	<b>266,268.00</b>
<b>Expense</b>		
700 · Salaries		
701 · Board Member Salaries	0.00	0.00
703 · Chief Salary	6,500.00	<b>6,663.00</b>
704 · Assistant Chief	1,700.00	<b>1,743.00</b>
705 · Officers	4,800.00	<b>4,920.00</b>
706 · Fire Marshalls	3,700.00	<b>3,793.00</b>
707 · FireFighters	32,000.00	<b>32,800.00</b>
708 · Apparatus Maintenance Wages	2,400.00	<b>2,460.00</b>
<b>Total 700 · Salaries</b>	<b>51,100.00</b>	<b>52,379.00</b>
710 · Fringe Benefits		
711 · Workers Comp	2,116.00	2,500.00
712 · FICA	3,350.00	4,010.00
713 · Unemployment Payments	0.00	0.00
<b>Total 710 · Fringe Benefits</b>	<b>5,466.00</b>	<b>6,510.00</b>
720 Office Supplies	550.00	<b>800.00</b>
728 · Dues & Subscriptions	300.00	300.00
730 · Operating Expenses		
731 · General Repair	1,000.00	<b>2,000.00</b>
732 · Engine 11-1991 Pumper	900.00	900.00
733 · Engine 1-1999 Rescue Pumper	4,300.00	4,300.00
734 · Engine 7-1976 Pumper	2,100.00	2,100.00
735 · Tanker 9- 1990	2,750.00	2,750.00
736 · Brush 6- 1994 Grass Rig	400.00	400.00
737 · Brush 8- 1994 Grass Rig	400.00	400.00
738 · Brush 12- 1996 DNR Grass Rig	400.00	400.00
739 · L/A 2 - 1979 Light & Air Truck	400.00	400.00
740 · Car 4 - Excursion- Support	300.00	300.00
741 · Truck 10- Support Vehicle	300.00	300.00
742 · Quad 51 - 2002 Honda Quad	50.00	50.00
743 · Marine 1- Zodiace Boat w/ motor	50.00	<b>200.00</b>
744 · Old Engine 1- 1942 Pumper	500.00	500.00
<b>Total 730 · Operating Expenses</b>	<b>13,850.00</b>	<b>15,000.00</b>
746 · Turnout Gear	14,100.00	<b>20,000.00</b>
747 · Uniforms	752.00	752.00

## Portland Area Fire Authority Profit & Loss Budget Overview

	Proposed	
	Jul '12 - Jun 13	Jul'14 -Jun'15
748 · Gas & Fuel	3,000.00	4,000.00
750 · Employee Program		
751 · Infectious Control Program	400.00	400.00
752 · Respiratory Program	250.00	250.00
753 · Health Testing	500.00	500.00
<b>Total 750 · Employee Program</b>	<b>1,150.00</b>	<b>1,150.00</b>
770 · Equipment Maintenance	1,000.00	1,000.00
780 · Maintenance Agreements	4,200.00	4,500.00
790 · Building Maintenance	2,000.00	2,000.00
800 · Professional Services		
801 · Accounting Services	4,800.00	4,800.00
802 · Bank Charges	0.00	0.00
803 · Computer Consulting	0.00	0.00
804 · Legal Services	500.00	500.00
<b>Total 800 · Professional Services</b>	<b>5,300.00</b>	<b>5,300.00</b>
810 · Advertising	500.00	500.00
815 · Audit Services	3,900.00	2,440.00
820 · Trash Removal/Sanitation	300.00	300.00
824 · Training	3,000.00	3,150.00
840 · Insurance Expenses		
841 · Vehicle Insurance	8,740.00	8,740.00
842 · Building Insurance	212.00	212.00
843 · Liability Insurance	3,980.00	3,980.00
<b>Total 840 · Insurance Expenses</b>	<b>12,932.00</b>	<b>12,932.00</b>
850 · Communication Expenses		
851 · Internet Expense	0.00	0.00
852 · Radios/Pagers	4,500.00	4,500.00
853 · Telephone/Cell Phones	1,500.00	1,500.00
<b>Total 850 · Communication Expenses</b>	<b>6,000.00</b>	<b>6,000.00</b>
880 · Inner Department Expenses		
881 · Fire Safety & Prevention	750.00	750.00
882 · S.C.B.A Program	3,500.00	3,500.00
883 · HazMat Program	150.00	0.00
<b>Total 880 · Inner Department Expenses</b>	<b>4,400.00</b>	<b>4,250.00</b>
920 · Utilities Expense		
922 · Gas & Electric	10,000.00	10,000.00
923 · Water & Sewer	850.00	850.00
924 · Water - Fires and Training	150.00	150.00
<b>Total 920 · Utilities Expense</b>	<b>11,000.00</b>	<b>11,000.00</b>
955 · Board Supplies	2,000.00	2,000.00
957 · Board Travel/Education	0.00	0.00

# Portland Area Fire Authority Profit & Loss Budget Overview

	Proposed	
	Jul '12 - Jun 13	Jul'14 -Jun'15
970 - Capital Outlay		
976 - Equipment Purchase	15,000.00	28,000.00
977 - Officer Equipment	2,500.00	2,500.00
978 - Vehicle Purchase	0.00	0.00
979 - Vehicle Replacement Fund	54,505.00	79,505.00
Total 970 - Capital Outlay	72,005.00	110,005.00
Total Expense	218,805.00	266,268.00
Net Income	0.00	0.00

Correspondence- none

#### Chief Report

15 runs for November, broken down on the written report. Total runs to date are 88, compared to 65 last year. Majority of November's runs were due to the storm at beginning of the month.

Engine 11 has completed repairs and is back in service.

Chief Baker brought the board up to speed on the status of other major apparatus, including condition, age and state of repair.

#### Committee Reports: Appoint New Members

- Insurance - Ms. Parsons-Chair, Mr. Pohl, Mr. Stegenga. No report.
- Policy & Procedure – Mr. Pohl-Chair, Mr. Jensen, Ms. Parsons – No report.
- Budget – Mr. Jensen – Chair, Mr. Ackerson, Mr. VanSlambrouck. Recommendations presented to the Board
- Personnel - , Mr. Ackerson-Chair, Mr. VanSlambrouck, and Mr. Stegenga - None

#### Old Business:

None

#### New Business:

- 2014- 2015 Budget  
The budget committee has made a recommendation to the Board based on extensive discussion. The budget requested increases of approximately \$58,000 this year. The largest increase is to build up a purchase account for new vehicle; some new equipment is currently being purchased to replace outdated and expired equipment on a two year schedule. When that schedule is completed, figures will change again for a planned decrease for equipment purchase lines. Discussion centered on the planned reduction of equipment line items in the next two years, and that the vehicle purchase line will be carefully monitored for viability each year in future. We do have several vehicles that are at or near their end of life that need close

Mr. VanSlambrouck moved to accept the recommended budget and present to the entities for ratification. Mr. Ackerson supported. **Motion carried.**

- Authorization for the Mr. Ackerson to sign the audit. – After discussion with the Accountant, Not necessary for action, any board member may sign.

#### Board Comments and Public Comment

Mr. Stegenga attended the Portland Township Board meeting. He was requested to ask if the roof still leaks on the Fire Station. Chief Baker said yes.

#### Adjournment

Mr. VanSlambrouck moved to adjourn. Mr. Stegenga supported. **Motion carried.**

Next Meeting: Monday, January 7, 2013 at 7:00 pm Danby Township Hall.

Respectfully submitted:



Kathy Parsons, Secretary



**Portland Area Fire Authority**  
773 E Grand River Ave  
Portland MI 48875  
517-647-2935

[Draft 12/4/2013] Minutes of the Regular Board Meeting  
Tuesday, December 3, 2013 – 7:00 pm – Danby Township Hall

### **Call to Order – Pledge of Allegiance**

Meeting called to order at 7:15 pm. The Pledge of Allegiance was observed.

### **Roll Call**

Present: Dick Pohl, Chris Jensen, Joel VanSlambrouck, Mark Ackerson, Bill Stegenga, Kathy Parsons, Chief John Baker

Guests: Patti Jo Schafer, Julius Platte, Steve Fabiano

### **Public Comment –**

Portland Fire Authority Audit was completed about a week ago, and there were just a couple of questions for the auditor, which will be addressed. Also for the future contract negotiation there should be developed a more responsive formula mechanism.

### **Welcome New Members**

Mr. Pohl introduced and welcomed Chris Jensen, new Board representative from Portland Township, and Joel VanSlambrouck, new Board Representative from the City of Portland.

### **Election of Officers**

Mr. Pohl opened elections with Chair. Mr. Stegenga moved to appoint Mr. Ackerson as Chair. Mr. Jensen supported. **Motion Carried.**

Vice Chair: Mr. Ackerson nominated Mr. Stegenga. Ms. Parsons supported. **Motion carried.**

Treasurer: Mr. VanSlambrouck nominated Mr. Jensen as Treasurer. Mr. Ackerson supported. **Motion carried.**

Secretary: Mr. VanSlambrouck nominated Ms. Parsons. Mr. Ackerson supported. **Motion carried.**

### **Agenda Approval**

Mr. Ackerson moved to approve the agenda as amended. Mr. VanSlambrouck supported. **Motion carried.**

### **Approval of Minutes**

Mr. Ackerson suggested a typo correction. Mr. Pohl moved to approve the agenda as amended. Mr. Stegenga supported. **Motion carried.**

### **Approval of Bill Payment / Financial Report**

Mr. Ackerson presented \$4188.42 for regular bills, and \$12,317.41 for payroll. Mr. VanSlambrouck moved to pay the bills as presented. Mr. Jensen supported. **Motion carried.**

Mr. Ackerson explained the updated financial report. Mr. Pohl moved to accept the Treasurer's report. Mr. VanSlambrouck supported. **Motion carried.**

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 14-07**

**A RESOLUTION OF SUPPORT FOR THE REDEVELOPMENT OF OLD SCHOOL MANOR**

**WHEREAS**, the City Manager has been working with the WODA Group and the Ionia County Land Bank on the redevelopment of the Old School Manor Property at 306 Brush Street for affordable senior housing; and

**WHEREAS**, the WODA Group and the Ionia County Land Bank have approved a Letter of Intent to Purchase the Old School Manor Property for \$15,000 with the City receiving all proceeds after the Land Bank's costs to secure and maintain the property have been repaid (estimated to be approximately \$9,500); and

**WHEREAS**, the WODA Group commissioned a market study that concluded that there is not enough demand to support 29 senior housing units in the City of Portland and surrounding region; and

**WHEREAS**, the WODA Group is still interested in pursuing assistance from the Michigan State Housing Development Authority (MSHDA) for the redevelopment of the Old School Manor Property for affordable family housing; and

**WHEREAS**, MSHDA's scoring criteria allow 10 points for municipal support for the project if the project is located where a community revitalization plan is in place or in rural areas a Resolution of Community Support is adopted by the municipality; and

**WHEREAS**, to receive points the Resolution of Community Support must state and identify the following items demonstrating significant local support and the projects contribution to a concerted local revitalization strategy:

- A. Local government financing commitments for the referenced project and/or for other projects/investments in the planned area;
- B. Evidence of major investment (public/private investment that has taken place or is anticipated to take place as part of the planned development).

**WHEREAS**, the City's Planning Commission, Downtown Development Authority, Economic Development Corporation have all recommended that the City Council designate the Old School Manor Property as a zone within the City that is targeted for revitalization.

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

1. The City Council approves this Resolution of Support for the Redevelopment of the Old School Manor Property for affordable housing for families and seniors.
2. The City Council approves using a PILOT Ordinance for 8% of the Shelter Rents for a term not to exceed 16 years.
3. The City Council approves targeting infrastructure improvement in the area of Old School Manor, including but not limited to resurfacing portions of Elm and Smith Streets, and upsizing the water main on Hill Street and possibly Smith Street, subject WODA receiving tax credit for the project from MSHDA, and the Project being built.
4. This Resolution of Support is also conditioned on approval of a site plan by the City's Planning Commission
5. 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: January 6, 2014

Monique I. Miller, City Clerk

# City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, December 16, 2013

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Krause, Fitzsimmons and Sunstrum; City Manager Dempsey; City Clerk Miller; Police Chief Knobelsdorf, DDA/Main Street Director Reagan

Guests: Jim Smith; Kathy Parsons; Craig Patterson of The WODA Group; Jim Valentine, Director of Ionia Central Dispatch; Aaron Cross, Rosemary Neller, and Noreen Logel, Friends of the Red Mill, 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 led by DDA/Main Street Director Reagan.

Motion by VanSlambrouck, supported by Sunstrum, to approve the Agenda with the addition of D under presentations for Craig Patterson of The WODA Group.

Yeas: VanSlambrouck, Sunstrum, Krause, Fitzsimmons, Barnes

Nays: None

Adopted

Under the City Manager Report, City Manager Dempsey presented information on the action items for consideration on the Agenda.

City Manager Dempsey noted Holiday hours for City Hall and wished everyone best wishes for a Happy Holiday and Happy New Year.

Under Presentations, Jim Valentine, Director of Ionia County Central Dispatch, presented information on Smart 911. Smart 911 is a free service that allows citizens of Ionia County to create a safety profile for their household to include any information they want 9-1-1 to have in the event of an emergency. This allows emergency personnel to be armed with potentially lifesaving knowledge from a profile of the home or other important medical information.

Aaron Cross with Friends of the Red Mill presented information on proposed improvements to the property to include the addition of a pavilion that could be used for multiple purposes.

Mayor Barnes extended his appreciation to the Leik Brothers, Rosemary Neller, Madeline Frank, and all those involved in the efforts of creating and holding the Farmers Market and stated the City is available to offer assistance where needed.

Mayor Pro-Tem VanSlambrouck echoed the Mayor's sentiments.

DDA/Main Street Director Reagan gave a report on activities in Downtown Portland. HolidayFest on the Grand, held November 22<sup>nd</sup> and 23<sup>rd</sup> was once again a fun and successful event. Activities included horse carriage rides, a snowball drop, a window decorating contest, and the annual “Light Parade”. This year, Portland Main Street held a pancake brunch with the Portland Area Service Group with donations being split between the two programs. Director Reagan thanked all of the sponsors and volunteers that helped make the event a success.

Director Reagan also presented Portland Main Street’s “Decade Report”, published as this was Portland’s tenth year as a Michigan Main Street Community.

Craig Patterson of The WODA Group gave an update on the design of their proposed redevelopment of Old School Manor, at a cost of approximately \$6.3 million. The lower level is planned to include a community room, bathrooms, and office space. The building would include 6, 1-bedroom units, 18, 2-bedroom units, and 5, 3-bedroom units with rents ranging from \$325 to \$761. There would be no change to the footprint of the building. The plan complies with local Ordinances and will be presented to the Planning Commission in January for a request to approve the site plan.

Mayor Barnes noted the experience of The WODA Group as they manage over 7,000 units with 175 properties over multiple states.

Under New Business, the Council held the First Reading of Ordinance 195B to provide for a service charge in lieu of taxes for a proposed multiple family dwelling project for persons of low income to be financed or assisted pursuant to the provision of the State Housing Development Authority Act of 1966, as amended. This type of ordinance is often referred to as a PILOT (Payment in Lieu of Taxes). This ordinance is being considered to provide an inducement to the redevelopment of the property at 306 Brush St, commonly referred to as Old School Manor. The developer, Portland School Limited Dividend Housing Association Limited Partnership, is making an application to the Michigan State Housing Development Authority (MSHDA) requesting allocation of low income tax credits to rehabilitate, own and operate a housing development known as Portland School Apartments (Old School Manor) to serve persons of low income. The developer is offering payment of an annual service charge in lieu of all taxes equal to 8% of the annual shelter rents, which are the total of actual rent or occupancy charges paid over an annual period less charges for gas, electricity, heat, or other utilities furnished to the occupants.

Jim Smith, resident at 232 Hill St. located across from Old School Manor, addressed the Council and stated he would like to see the property improved but would like to see other options considered rather than have the property rehabilitated for low income housing. He urged the Council to consider comments of other property owners in the area in terms of the effect on their property values. He stated that his research seems to show that The WODA Group appears to be successful and tremendous company he is concerned that the property manager would be adequate. He stated his main concern is value of his property.

Mayor Barnes commented that he would have similar concerns if he was a neighbor of this property. He further stated there are different degrees of low income properties. There is a difference here in the dedication of our law enforcement, codes, and the quality of the property manager.

City Manager Dempsey gave an update on the property at 306 Brush St. The City has worked with Ionia County since before it was condemned in 2008; when the property owner and the bank walked away from the property. While the property has been owned by Ionia County and the Ionia County Land Bank the City has been actively pursuing alternative uses for the building and property and has shown it to multiple parties. The City approached The WODA Group based on their prior successes, although their original plan was for senior housing. A feasibility study showed they would not be able to reach the needed saturation levels and would not be able to secure funding for the intended use. The property is now being considered for low income use. Most rents will be nearly market rate and will provide quality housing for every market of the community. There have been no other parties interested in investing even \$1 million, let alone \$6.3 million. The PILOT would be for a 16-year term, and then property would be returned to the tax roll. The clock continues to tick on the property; at best the building has 3 years before it is beyond salvageable.

The alternative to this proposed development is to seek a grant for blight elimination which would require a 25% city match. The demolition costs would be dependent on asbestos abatement, but has been estimated at a cost of over \$400,000. If the PILOT is not approved, the City could be facing this alternative as well as the loss of historical character.

Mr. Smith stated he wants to see the best use of the property. He further stated he is not necessarily against this development but wants to ensure that all avenues have been considered. He inquired if the City had considered how property values would be affected if the building were to be demolished. His desire is that something successful be done with the property.

Mayor Barnes ensured Mr. Smith that due diligence has been done on the part of the City and the Ionia County Land Bank in regard to the Old School Manor property. There have been many people involved in trying to ensure the best use for the property. Many different scenarios have been considered, this was not the first.

Council Member Sunstrum stated the Planning Commission has also looked into and discussed this issue. City Manager has information regarding potential property values if the building were to be demolished.

Council considered Resolution 13-105 to appoint Police Chief Knobelsdorf as the City of Portland representative to the Ionia County Central Dispatch Board of Directors. In July the Council approved appointing Chief Knobelsdorf as the City of Portland representative on the Ionia County Central Dispatch Board of Directors to fill the remainder of Chief Bauer's term after he retired. That term expires at the end of this year. This resolution would appoint Chief Knobelsdorf to a full two-year term which would expire at the end of December in 2015.

Motion by Krause, supported by Sunstrum, to approve Resolution 13-105 appointing Police Chief Knobelsdorf as the City of Portland representative on the Ionia County Central Dispatch Board of Directors.

Yeas: Krause, Sunstrum, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 13-106 to confirm the Mayor's appointments to City Boards and Commissions.

Motion by VanSlambrouck, supported by Krause, to approve Resolution 13-106 confirming the Mayor's appointments to City Boards and Commissions.

Yeas: VanSlambrouck, Krause, Fitzsimmons, Sunstrum, Barnes

Nays: None

Adopted

The Council considered Resolution 13-107 to approve 2014 City Council meeting dates.

Motion by Krause, supported by Fitzsimmons, to approve Resolution 13-107 approving 2014 City Council meeting dates.

Yeas: Krause, Fitzsimmons, VanSlambrouck, Sunstrum, Barnes

Nays: None

Adopted

The Council considered Resolution 13-108 to authorize Ambulance Director Gensterblum to sign a Mutual Aid Agreement between the Portland Area Ambulance Service and the Clinton Area Ambulance Service Authority as requested by the Clinton Area Ambulance Authority to document the willingness of each organization to mutually assist one another during periods of heavy demand and clarify the terms under which such assistance will be provided. Both services agree to provide mutual aid so long as it does not jeopardize a service's ability to provide emergency services in its own coverage area. It also provided that each service is responsible for its own liability for accidents or damages received to its personnel or equipment and will bill patients for services provided.

Motion by Krause, supported by VanSlambrouck, to approve Resolution 13-108 approving, authorizing, and directing the Ambulance Director to sign a Mutual Aid Agreement between the Portland Area Ambulance Service and the Clinton Area Ambulance Service Authority.

Yeas: Krause, VanSlambrouck, Fitzsimmons, Sunstrum, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Krause, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council meeting held on December 2, 2013, payment of invoices in the amount of \$87,139.93 and payroll in the amount of \$123,718.23 for a total of \$210,858.16. Included is a purchase order to the Portland Area Fire Authority in the amount of \$21,059.98 for third quarter fire services.

Yeas: VanSlambrouck, Krause, Fitzsimmons, Sunstrum, Barnes

Nays: None

Adopted

Under Council Comments, Council Member Sunstrum thanked the Lt. Governor Calley, the Ionia County Sheriff Department and Michigan State Police for participating in the "Light Parade" during HolidayFest.

Mayor Pro-Tem VanSlambrouck commented the Portland Area Fire Authority is currently working through its budget process. It should be completed soon for presentation to the member jurisdictions.

Council Member Krause thanked Charles and Ed Leik for their contributions to the community and the efforts of all those involved in the upcoming project at the Red Mill.

Motion by Krause, supported by Sunstrum, to adjourn the regular meeting.

Yeas: Krause, Sunstrum, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Meeting adjourned at 8:21 P.M.

Respectfully submitted,

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James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the December 16, 2013 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 Krause, Fitzsimmons and Sunstrum; City Manager Dempsey; City Clerk Miller; Police Chief Knobelsdorf, DDA/Main Street Director Reagan

**Presentation** - Jim Valentine, Director of Ionia County Central Dispatch, presented information on Smart 911.

**Presentation** - Aaron Cross with Friends of the Red Mill presented information on proposed improvements to the property to include the addition of a pavilion that could be used for multiple purposes.

**Presentation** - DDA/Main Street Director gave a report on activities in Downtown Portland.

**Presentation** - Craig Patterson of The WODA Group gave an update on the design of their proposed redevelopment of Old School Manor.

**First Reading of Ordinance 195B** to provide for a service charge in lieu of taxes for a proposed multiple family dwelling project for persons of low income to be financed or assisted pursuant to the provision of the State Housing Development Authority Act of 1966, as amended.

**Approval of Resolution 13-105** appointing Police Chief Knobelsdorf as the City of Portland representative on the Ionia County Central Dispatch Board of Directors.

All in favor. Approved.

**Approval of Resolution 13-106** confirming the Mayor's appointments to City Boards and Commissions.

All in favor. Approved.

**Approval of Resolution 13-107** approving 2014 City Council meeting dates.

All in favor. Approved.

**Approval of Resolution 13-108** approving, authorizing, and directing the Ambulance Director to sign a Mutual Aid Agreement between the Portland Area Ambulance Service and the Clinton Area Ambulance Service Authority.

All in favor. Approved.

**Approval of the Consent Agenda.**

All in favor. Approved.

**Adjournment at 8:21 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
STATE OF MICHIGAN	00428	RENEWAL ASSESSOR CERTIFICATION- ASSESSOR	175.00
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	2,932.09
AT&T	00686	TELEPHONE SVC - WASTE WTR	188.38
AT&T	00686	TELEPHONE SVC - WASTE WTR	59.05
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMBULANCE	89.50
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMBULANCE	403.68
CENTURYLINK	01567	PHONE SVC - VARIOUS DEPTS	22.60
CONSUMERS ENERGY	00095	GAS SERVICE - VARIOUS DEPTS	2,029.89
ETNA SUPPLY COMPANY	00146	BASEMENT RESETER - WATER	50.40
ETNA SUPPLY COMPANY	00146	BASEMENT RESETER - WATER	252.00
HOPPE BUILDERS INC.	01781	STEEL ROOF SYSTEM ON PAVILION TICHVON PRK-PARK	1,371.00
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	5,000.00
JANET FEDEWA	MISC	REIMBURSEMENT FOR PMT - AMBULANCE	300.00
MBA DISTRIBUTING INC.	02243	AMERICAN AVK SERIES 41 CHECK VALVE-WATER	662.50
MENARDS	00260	STEP LADDER - ELECTRIC	164.97
POLYDYNE INC.	02196	55 GAL SRUMS OF CE POLYMER - WASTE WTR	1,741.50
NOLAN CHAPMAN	00079	UNIFORM ALLOWANCE - MAJ STS	195.56
POWER LINE SUPPLY COMPANY	00389	DEADEND CONNECTORS - ELECTRIC	342.90
RESCO	00392	TRANSFORMER SEALS - ELECTRIC	77.00
RESCO	00392	METER SOCKETS - ELECTRIC	448.00
RESCO	00392	METER SOCKETS - ELECTRIC	448.00
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	60.80
SANDBORN CONSTRUCTION, INC.	00880	RED MULCH - CEMETERY	80.00
S&K TROPHIES AND PLAQUES	00401	WALNUT PLAQUE RED BRASS PLATE/GOLD TRIM-WASTE	11.00
UPS	MISC	POSTAGE - ELEC, WATER	82.84
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC, WW, WTR, M POOL	129.66
WOW! INTERNET-CABLE PHONE	02132	CABLE SERVICES - ELEC, WW, MP	102.25
JIM LAKIN	01373	ELECTED OFFICIALS - ELECTRIC	75.00
ROBERT TORP-SMITH	01369	ELECTED OFFICIALS - ELECTRIC	75.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ROGER HABEGGER	01841	ELECTED OFFICIALS - ELECTRIC	75.00
ELHORN ENGINEERING	00139	EL-CHLOR CARBOY- WATER	381.20
STATE OF MICHIGAN	00428	WORKSHOP FEE- WASTE WTR	75.00
MUZZALL GRAPHICS	00326	PURCHASE ORDERS - VARIOUS DEPTS	605.95
FLEIS & VANDENBRINK	00153	2014 ST IMPROVEMENTS - LOC ST, WW, WTR	7,291.06
FIRE PROS, INC.	00151	FIRE EXTINGUISHER INSPECTION- AMBULANCE	167.00
FIRE PROS, INC.	00151	FIRE EXTINGUISHER INSPECTIONS- CITY HALL	66.50
FIRE PROS, INC.	00151	FIRE EXTINGUISHER INSPECTIONS- POLICE	45.00
KATHY'S CLEANING	01684	CLEANING SERVICES -CITY HALL	720.00
STATE OF MICHIGAN	00428	BIOSOLIDS LAND APPLICATION FEE - WASTE WTR	830.56
SLICK SHIRTS SCREEN PRINTING	02003	YOUTH BASKETBALL SHIRTS-ELECTRIC	1,396.95
PORTLAND AREA CHAMBER OF COMMERCE	00358	2014 MEMBERSHIP DUES- ECON DEV	75.00
DICKINSON WRIGHT PLLC	02244	LEGAL SERVICES - GENERAL	133.00
TELNET WORLDWIDE INC.	02066	FINAL SETTLEMENT PHONE SVC- CITY HALL	2,000.00
WOW! INTERNET-CABLE PHONE	02132	CABLE SERVICE - ELECTRIC	40.50
FREDRICKSON SUPPLY LLC	02104	PARTS TO REPAIR SWEEPER - MTR POOL	69.20
JOHN DEERE FINANCIAL	01818	PARTS & SUPPLIES - CE, PRKS, ELEC, MP	190.33
KEUSCH SUPER SERVICE	00228	TIRES - MOTOR POOL	178.00
MICHIGAN COMPANY, INC.	00273	BATH TISSUES/TOWELS-CEMETERY	484.85
MUNICIPAL SUPPLY CO.	00324	VERTICAL RESETTER NO LEAD - WATER	342.64
MUNICIPAL SUPPLY CO.	00324	GLOVE, CURB BOX - WATER	349.93
STATE SPRING ALIGNMENT & BRAKE	01303	REAR SPRINGS, BOLTS, NUTS - MOTOR POOL	434.38
SPARROW OCCUPATIONAL HEALTH	00340	PHYSICAL - MOTOR POOL	48.00
ORANGE ENERGIZING SOLUTIONS	MISC	ENERGY OPTIMIZATION PROGRAM - ELECTRIC	2,700.75
CITY OF PORTLAND-PETTY CASH	00701	POSTAGE, MILEAGE REIMB, AIRHORNS-VAR DEPTS	194.73
EMILY MASON	MISC	ADULT VOLLEYBALL REFUND - RECREATION	150.00
Total:			\$36,616.10

**BI-WEEKLY  
WAGE REPORT  
January 06, 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.	11,644.14	130,846.37	13,535.93	70,145.97	200,992.34
ASSESSOR	1,167.18	17,232.78	345.29	5,225.12	22,457.90
CEMETERY	2,151.00	46,273.59	1,431.59	15,785.98	62,059.57
POLICE	14,225.54	191,849.64	16,916.49	70,159.55	262,009.19
CODE ENFORCEMENT	1,130.83	9,072.65	350.32	2,878.68	11,951.33
PARKS	1,121.61	34,968.39	1,040.12	8,915.48	43,883.87
INCOME TAX	1,418.41	20,793.04	3,275.69	14,741.45	35,534.49
MAJOR STREETS	5,396.10	43,842.79	8,231.24	31,326.80	75,169.59
LOCAL STREETS	3,169.88	29,849.84	5,315.82	21,137.51	50,987.35
RECREATION	1,964.79	29,274.96	2,694.20	14,430.49	43,705.45
AMBULANCE	11,087.84	145,266.45	2,811.79	29,246.21	174,512.66
DDA	1,614.95	22,831.95	550.70	7,365.81	30,197.76
ELECTRIC	17,470.50	243,284.77	20,747.31	128,684.48	371,969.25
WASTEWATER	8,210.04	120,557.30	12,291.06	67,371.30	187,928.60
WATER	4,468.75	73,736.96	4,756.12	36,605.29	110,342.25
MOTOR POOL	1,707.08	33,355.19	3,724.55	22,359.88	55,715.07
TOTALS:	87,948.64	1,193,036.67	98,018.22	546,380.00	1,739,416.67

**BI-WEEKLY  
WAGE REPORT  
December 23, 2013**

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.	8,480.82	119,202.23	2,699.86	56,610.04	175,812.27
ASSESSOR	1,143.36	16,065.60	362.46	4,879.83	20,945.43
CEMETERY	1,550.11	44,122.59	505.89	14,354.39	58,476.98
POLICE	12,663.30	177,624.10	1,770.15	53,243.06	230,867.16
CODE ENFORCEMENT	570.03	7,941.82	180.70	2,528.36	10,470.18
PARKS	1,209.03	33,846.78	388.37	7,875.36	41,722.14
INCOME TAX	1,418.39	19,374.63	444.13	11,465.76	30,840.39
MAJOR STREETS	4,301.03	38,446.69	1,636.76	23,095.56	61,542.25
LOCAL STREETS	3,221.48	26,679.96	1,224.35	15,821.69	42,501.65
RECREATION	2,666.79	27,310.17	842.24	11,736.29	39,046.46
AMBULANCE	13,325.45	134,178.61	2,176.45	26,434.42	160,613.03
DDA	1,614.95	21,217.00	511.95	6,815.11	28,032.11
ELECTRIC	15,268.62	225,814.27	5,438.76	107,937.17	333,751.44
WASTEWATER	10,924.26	112,347.26	3,702.97	55,080.24	167,427.50
WATER	4,424.28	69,268.21	1,563.92	31,849.17	101,117.38
MOTOR POOL	2,220.54	31,648.11	839.56	18,635.33	50,283.44
TOTALS:	85,002.44	1,105,088.03	24,288.52	448,361.78	1,553,449.81

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

Held on November 21, 2013  
In Council Chambers at City Hall

Members Present: Barnes, Dempsey, Sunstrum, Blastic, Urie, Dumas, Clement, Smith

Absent: Briggs, Antaya

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

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

Motion by Clement, supported by Smith, to excuse Members Briggs and Antaya.  
All in favor. Adopted.

Motion by Dempsey, supported by Dumas, to approve the proposed Revised Agenda with the addition of the nomination and election of a Treasurer.  
All in favor. Adopted.

Motion by Urie, supported by Blastic, to approve the Minutes of the October 17, 2013 Regular Meeting as presented.  
All in favor. Adopted.

Motion by Sunstrum, supported by Smith, to approve the Minutes of the October 17, 2013 Special Meeting minutes.  
All in favor. Adopted.

Motion by Barnes, supported by Sunstrum, to approve the November 2013 Treasurer's Reports with a revision to add check #1324 to Quarterline Media for a \$300 deposit for a "Webisode" Video Creation Project.  
All in favor. Adopted.

Under New Business, Director Reagan introduced information on a proposed amendment of the City of Portland's DDA's Development and Tax Increment Financing Plan. With the development that has occurred in the DDA over the years the population in the DDA is now over 100. This population growth creates the need for a Development Area Citizen's Council for the extension of the life of the DDA; due to expire in 2018. There are currently 211 residents and 88 properties in the DDA.

Director Reagan further explained the three options the DDA has. Option 1 is to let the DDA expire in 2018. Option 2 is to remove certain properties from the DDA in order to reduce the population to less than 100. Director Reagan presented a spreadsheet proposing that those on the top half be removed from the DDA at a cost of just over \$6,000. This option would not require the creation of a Citizen's Council. Option 3 is to move forward with the current DDA structure

and create the Citizen's Council. These could be somewhat difficult as it is sometimes difficult to fill board seats, meet quorums for meetings, etc.

Director Reagan stated his need for guidance and direction from the DDA.

There was discussion.

Chair Dumas stated that it makes practical sense to remove the proposed properties from the DDA; it seems to be the simplest solution.

Member Sunstrum concurred.

City Manager Dempsey stated the properties affected would not be adversely affected by being removed from the DDA as they would still see improvements in their areas. This could also be seen favorable by other jurisdictions in reestablishing the DDA.

Motion by Barnes, supported by Sunstrum, to pursue the proposed plan to remove the noted properties from the DDA and pursue how the plan would be put in affect, in terms of boundaries and financing.

Member Urie stated she would like to see both 239 and 247 Maple Street stay in the DDA.

Member Clement stated he wasn't sure it would matter either way; if 239 and 247 Maple Street were in the DDA. The numbers would be very close by not eliminating those properties; why not eliminate them.

City Manager Dempsey stated the DDA will take input from the public. If someone has concerns about the proposed properties the DDA will take note.

The vote for the motion on the floor was held.  
All in favor. Adopted.

Director Reagan presented Resolution 12-110 and an email from Craig Patterson of The Woda Group, Inc. requesting the City of Portland designate Old School Manor as a targeted property revitalization area. The WODA Group, out of Ohio, has been developing a plan and working to secure funding to rehabilitate the property. They have previously completed a similar project in Durand called "The Sycamore House" targeted as senior housing. Their original plan for Old School Manor was intended for senior housing but it did not meet the requirements to secure funding. They are now looking at an affordable housing mixed residency use. In an effort to have the project looked upon favorably for funding, the WODA Group is asking the City to designate the property as a targeted revitalization area. The Planning Commission approved this recommendation to the City Council at its meeting on November 13<sup>th</sup>. This project would bring additional residents to Downtown Portland.

City Manager Dempsey stated he has been working with The WODA Group in their effort to redevelop the Old School Manor property into affordable housing. Their original plan was for

senior housing but they were unable to secure funding. They are now looking at affording housing for families. They feel that if the property is designated as a Targeted Property Revitalization Area the project will be looked upon more favorably for funding.

City Manager Dempsey further stated the property is nearly beyond repair. The cost to demolish the building is approximately \$350,000 to \$400,000.

Motion by Smith, supported by Dumas, recommended to the City Council to designate Old School Manor as a Targeted Property Revitalization Area.  
All in favor. Adopted.

Motion by Urie, supported by Clement, to nominate Member Smith as the DDA Treasurer.  
All in favor. Adopted.

Under the Director's Report, Director Reagan thanked former Member VanSlambrouck for his time serving the DDA. He will not be serving on the Portland Area Fire Authority. In the recent Portland City Council Election, Member Sunstrum was elected to the City Council which created a quorum of the Council present at DDA meetings. Member VanSlambrouck stepped down from his position.

Director Reagan further stated that he will be attending the Michigan Main Street Quarterly Training in Howell on December 9<sup>th</sup> and 10<sup>th</sup>. He also noted the 2014 National Main Street Conference will be held in Detroit on May 18<sup>th</sup> – 20<sup>th</sup>.

Under Committee Updates, Director Reagan reported the Design Committee has spent time putting up additional decoration in Scout Park for the Holidays.

The Promotions & Marketing Committee will host Holidayfest on November 22<sup>nd</sup> & 23<sup>rd</sup> with many of the same activities held previously, including the Holidayfest Parade, the snowball drop, and carriage rides. This year include the addition of a pancake breakfast hosted by the Portland Area Service Group. The Portland Community Arts Council will also be hosting a juried art show, a wreath making workshop, the annual "Luminary Lane", a "Small Works of Art Sale", and a graham cracker house building workshop.

The Organization and Finance Committee held the 2013 "Big Beer 5K Run" on Saturday, October 19<sup>th</sup> and made approximately \$1,300 with 52 runners participating. A raffle for \$4,000 in travel vouchers from Stiffler Travel and Tours in Mulliken is being held this year in place of Oktoberfest. This is a unique raffle in that only 100 tickets will be sold at a cost of \$100 each. Three prizes will be awarded for this raffle; the first prize is the travel vouchers worth \$4,000, the second prize is \$200 and the third place prize is \$100. Main Street board members will be selling the raffle tickets. The drawing will be held in conjunction with the annual Holidayfest on Saturday, November 23<sup>rd</sup> immediately following the annual Holidayfest parade, in Scout Park.

Under Board Member Comments, Member Sunstrum noted that a Pet Costume Parade Contest will also be held during Holidayfest and there will be guest commentators from Fox 17 for the Holidayfest Parade.

Member Urie congratulated all those involved with award the Box Culvert Award the City received on the Rivertrail Project.

City Manager Dempsey noted the box culvert under I-96 for the River Trail is the longest, lighted tunnel in the State of Michigan.

Member Blastic stated that Director Reagan did a good job hanging the holiday lights on the Boardwalk.

Mayor Barnes thanked Electric Superintendent Hyland and the Electric Department for their help getting power to the Boardwalk for the lights to be strung.

Motion by Barnes, supported by Sunstrum, to adjourn the meeting at 4:15 P.M.  
All in favor. Adopted

Respectfully submitted,

  
Kory Blastic, Secretary

# PORTLAND POLICE DEPARTMENT

## STATISTICAL REPORT

December 1<sup>st</sup> – December 31st, 2013

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### COMPLAINTS:

• DISPATCHED :	79 COMPTS	60 HRS 30 MINS
• PATROL ORGINATED:	14 COMPTS	24 HRS 00MINS
• FOLLOW-UP:	31 COMPTS	16 HRS 15 MINS
• ASSISTING	39 COMPTS	27 HRS 00 MINS

### TRAFFIC:

• STOPS:	74
• CITATIONS:	36
• VERBAL WARNINGS:	54
• STATIONARY RADAR:	20 HRS 30 MINS
• PARKING:	50

### ARREST:

• MISDEMEANOR:	33
• FELONY:	1
• ORDINANCE VIOLATIONS:	0
• JUVENILES	0

### CONTACTS:

• PATROL CONTACTS:	275
• BUSINESS CONTACTS:	75
• SUBPOENA SERVICE	2

# PORTLAND POLICE DEPARTMENT

## REPORT SUMMARY

December 1<sup>st</sup> – December 31st, 2013

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### ASSISTS TO OTHER DEPARTMENTS:

December 1st, 2013 Assist to Clinton County with locating suicidal subject.  
December 2nd, 2013 Assist to IOSH @ Sunset Ridge with hit & run crash involving an intoxicated driver.  
December 2nd, 2013 Assist to IOSH @ 7000 Block of E. Grand River Ave with domestic disturbance.  
December 4th, 2013 Assist to DNR @ Market Ave / I 96 with the dumping of multiple deer carcasses.  
December 6th, 2013 Assist to IOSH @ Sunset Ridge for domestic disturbance.  
December 12th, 2013 Assist to MSP @ Barnes Rd attempting to locate suicidal subject.  
December 16th, 2013 Assist to MSP @ Sunset Ridge for Bond Conditional Release Violation.  
December 30<sup>th</sup>, 2013 Assist to IOSH @ I 96 / Sunfield for an unknown crash.  
December 30<sup>th</sup>, 2013 Assist to IOSP @ Lincoln St attempting to locate a suicidal subject.

### CASE SUMMARY:

On December 9th, 2013 Officer Tom Heald conducted a traffic stop on a vehicle with expired registration. Upon making contact with the driver Officer Heald found that he did not have a valid license and had six outstanding warrants. The vehicle was also found to be unregistered and without proof of insurance. The subject was arrested for DWLS 4<sup>th</sup> offense and his warrants. The subject was also cited for multiple vehicle infractions and the vehicle was impounded.

On December 11th, 2013 Officer Tim Groenhof was dispatched to Bill's Party Store for a report of an armed robbery that had just occurred. Our department received the assistance of both the Ionia County Sheriff's Department and the Michigan State Police in attempting to locate the suspect. A large sum of money was reported to have been taken. This incident is still under investigation.

On December 23rd, 2013 Officer Star Thomas received information regarding a vehicle occupied by a subject with outstanding warrants. Officer Thomas was able to locate the vehicle. Before coming to a complete stop the subject with the warrant fled on foot however Officer Thomas was able to apprehend him quickly. This subject was placed under arrest for his outstanding warrants. The female driver was found to not have a valid license. The vehicle was also unregistered and without insurance. The female was cited and released and the vehicle impounded.

On December 24<sup>th</sup>, 2013 Officer Star Thomas was dispatched to a residence on Academy St for a report of a B & E. The home appeared to be "ransacked" and electronic equipment had been stolen. The MSP K -9 unit assisted but the track was lost after a short distance. There are no suspects or leads in this investigation.

PORTLAND POLICE DEPARTMENT

INDIVIDUAL STATISTICS

December 1<sup>st</sup> – December 31st, 2013

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CHIEF JIM KNOBELSDORF:

Dispatch Compts:	17	10 Hrs 15 Mins	Traffic Stops:	20
Self-Initiated Compts:	2	2 Hrs 15 Mins	Citations:	10
Follow-up:	6	4 Hrs 00 Mins	Warnings:	15
Assisting	7	2 Hrs 45 Mins	Arrests:	3

SGT. REBECCA LUDWICK - ADMINISTRATIVE

Dispatch Compts:	3	3 Hrs 45 Mins	Traffic Stops:	0
Self-Initiated Compts:	0	0 Hrs 00 Mins	Citations:	0
Follow-up:	13	6 Hrs 45 Mins	Warnings:	0
Assisting	5	2 Hrs 00 Mins	Arrests:	0

OFC. TOM TEITSMA:

Dispatch Compts:	13	5 Hrs 00 Mins	Traffic Stops:	4
Self-Initiated Compts:	1	10 Mins	Citations:	3
Follow-up:	3	40 Mins	Warnings:	3
Assisting	3	50 Mins	Arrests:	0

'C. STAR THOMAS:

Dispatch Compts:	21	20 Hrs 45 Mins	Traffic Stops:	10
Self-Initiated Compts:	2	3 Hrs 00 Mins	Citations:	6
Follow-up:	4	1 Hr 45Mins	Warnings:	8
Assisting	8	5 Hrs 00 Mins	Arrests:	12

OFC. TIM GROENHOF:

Dispatch Compts:	12	8 Hrs 30Mins	Traffic Stops:	11
Self-Initiated Compts:	3	5 Hrs 15 Mins	Citations:	9
Follow-up:	1	15 Mins	Warnings:	8
Assisting	3	2Hrs 45 Mins	Arrests:	6

OFC. TOM HEALD:

Dispatch Compts:	9	10 Hrs 00 Mins	Traffic Stops:	27
Self-Initiated Compts:	5	13 Hrs 00 Mins	Citations:	7
Follow-up:	2	1 Hr 00 Mins	Warnings:	19
Assisting	11	11 Hrs 45Mins	Arrests:	13

OFC. KEVIN VENTON:

Dispatch Compts:	4	2 Hrs 15 Mins	Traffic Stops:	2
Self-Initiated Compts:	1	10 Mins	Citations:	1
Follow-up:	2	1 Hr 50 Mins	Warnings:	1
Assisting	2	2 Hrs 00 Mins	Arrests:	0



## Code Enforcement and Zoning Department

773 E. Grand River Ave. Portland, MI 48875

(517)647-2935 Fax (517)647-2940

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# Code/Zoning Report for November 2013

Grass mowing season has come to a halt so the month of November was not very busy in that respect. Occupancy permits were granted for the 2 new(er) trailers placed at 926 Hill St. They have made good progress up there but there is still some to be made. There was a complaint about brush placed around a fire hydrant, a fence issue on Elm St that received a notice and a mechanical inspection requirement on Park St. that was not completed prior to installation of a wood burning furnace. The brush was removed as requested and the inspection was completed. The fence issue on Elm St. remains a problem that is on-going and is being dealt with.

*Phil Gensterblum*

Deputy Zoning Administrator/Code Enforcement Officer



## Code Enforcement and Zoning Department

773 E. Grand River Ave. Portland, MI 48875

(517)647-2935 Fax (517)647-2940

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# Code/Zoning Monthly Report for December 2013

The month of December has been filled with sidewalks not being cleared in a timely fashion. Seems every time the snow ended and people should've had their walks cleared we got another 3-4" of snow or ice as in one instance. As of this writing I have 2 individuals out canvassing the town looking for sidewalk violators and notices will be sent for them. I anticipate a good number of these will be sent as my brief drive around town saw many covered walks. After this ice storm I think this may be a problem for many not to mention the arctic air we are receiving.

I sent out a notice for an improperly parked car for sale on Quarterline and it was moved. Also as I mentioned for the Nov report, the Elm St fence is being persistent. The homeowner was sent a notice with a 48 hour window to remove the fence being no permit has yet been obtained and it has not been moved to a proper location as his initial notice mentioned. Mostly this stems from a neighbor dispute involving one trying to sell his house. His "must comply" date is the end of business today.

*Phil Gensterblum*

Deputy Zoning Administrator/Code Enforcement Officer



# Portland Area Ambulance

773 E. Grand River Ave. Portland, MI 48875

(517)647-2935 Fax (517)647-2940

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## Monthly Ambulance Report

The month of November was a bit slow compared to the last few months. We ran 62 calls during this time frame. As expected, with the cooler weather approaching we saw an increase in our difficulty breathing patients with pneumonia being the culprit. Due to a couple slippery mornings we did run a few falls as well due to the weather change.

As I advised last month flyers for our Basic EMT program were sent out. Tom Thelen from the R & O put a small article in the paper about the upcoming EMT class and from that article we've had 3 additional people show interest in the class. Two are local people. This brings a total so far to 10 people interested, my expectation was 8-10 so we're good there.

One of our recent hired EMT's, Matthew Nutt, has passed both the written and practical portions of his State testing and is now a paramedic. Kevin Zimmerman who has been employed with us for a few years now is 1 step away from obtaining his paramedic licensure.

The AED/CPR program information was sent out and so far I've received 5 requests back, 3 wishing for AED's and training with 2 requesting CPR training only. Of those 2, one organization has an AED already and is just wishing we take over their training. I do anticipate several additional requests for AED's. I plan on attending a council meeting after the first of the year to update you on requests at that point.

As always, thank you for your continued support!

Respectfully submitted,

*Phil Gensterblum*

Ambulance Director

City of Portland Ambulance



# Portland Area Ambulance

773 E. Grand River Ave. Portland, MI 48875

(517)647-2935 Fax (517)647-2940

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## Monthly Ambulance Report

The month of December showed us ending with 815 calls for the year; our highest number ever. The previous best was 797 in 2004. The month of December itself we handled 65 calls. Of those 65 calls we can certainly tell yet for another month that winter is upon us. We responded to several slip & falls again. Auto accidents were at a minimum really for the amount of horrible weather we've had so far. This month we also had 3 of our volunteers obtain their paramedic license. The fourth employee we had in paramedic school is scheduled to test this month. So far from what I've been hearing from the crews is that he should have no problem.

The AED/CPR program is now up to 6 businesses wishing to obtain an AED and CPR training. This is still a bit below what I'm expecting, hopefully since the holidays are behind us businesses will get on board. The first round of AED's are on order and we should begin training the middle of January.

The first of our classes has been completed. The EMR class graduated 12/21/13 with a 100% pass rate. Our next class, EMT-Basic is set to begin on January 9<sup>th</sup>. We initially had 17 students interested but ended up with 11 actually remaining active for the class. This will run until the last week of May 2014.

I will keep this month's report brief as I'm readying for the annual report. As always, thank you for your continued support of our service.

Respectfully submitted,

*Phil Gensterblum*

Ambulance Director

City of Portland Ambulance

CITY OF PORTLAND

REPORT DATE  
PERIOD COVERED

December 1, 2013  
Nov 1-30, 2013

HYDRO GENERATION	226,800		
DIESEL PRODUCTION	0		
Kwh Purchased	2,693,820	Amount Paid	\$ 189,790.49
<b>Total Kwh Purchased</b>	<b>2,693,820</b>	<b>Total Dollars Paid</b>	<b>\$ 189,790.49</b>

**Kwh Billed**

Residential	1,248,369
Commercial	606,107
Large General	800,980
City St. Lites Metered	36,024
St. Lites Unmetered	
Rental Lights	
Demand	2,385

**Dollars Billed**

PCA Billed	\$ 8,657.48
Residential	\$ 132,878.25
Residential EO Charge	\$ 2,283.26
Geothermal Discount	\$ (188.82)
Commercial	\$ 65,211.28
Commercial/LG EO Charge	\$ 2,527.07
Large General	\$ 55,715.83
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 3,019.21
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 268.48
Demand	\$ 14,022.18
Tax	\$ 10,648.01

**Total Kwh Billed 2,693,865**

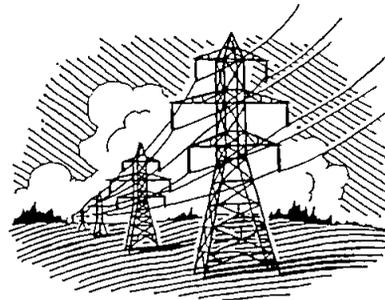
Arrears after billing	\$ 11,385.31
Penalties Added	\$ 2,346.26
Arrears end of month	\$ 41,469.68
Fuel Cost Billed	\$ 7,520.68
Amount Collected	\$ 284,581.31
Total Adjustments	\$1,489.39

**Total Dollars Billed \$ 296,603.68**

Power Cost Adj. .00326

Residential Customers	2,154
Commercial Customers	314
Large General	17
<b>Total Customers</b>	<b>2,485</b>

12/04/13



**CITY OF PORTLAND**  
December-13

**WATER DEPARTMENT REPORT**

MONTH	Nov-13	PERIOD COVERED	Nov 1-30, 2013
Customers Billed		Penalties Added	\$ 453.30
City	1,814	Dollars Collected	\$ 44,988.48
Rural	26	Arrears at end of Month	\$ 8,382.99
Total Customers	1,840	Adjustments	\$ 249.08
		Gallons Pumped	7,600,900
		Hydrant Flusing/Rental (unmetered)	0 (water leak)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	8,113,877		\$ 43,158.37
Rural	147,920		\$ 1,521.05
Total	<u>8,261,797</u>		<u>\$ 44,679.42</u>

**SEWER DEPARTMENT REPORT**

Customers Billed	1,776	Dollars Billed	\$ 65,984.45
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 65,984.45

Penalties Added	\$ 681.34
Dollars Collected	\$ 64,753.72
Arrears at end of Month	\$ 12,923.55
Adjustments	\$ 239.46
Gallons Treated per Million	9.10



City Of Portland  
 Water Department  
 Monthly Water Report  
 December 2013

Monthly Water Production

Daily Water Production

Well #4            7,701,000 Gallons  
 Well #5            0 Gallons  
 Well #6            6,000 Gallons  
 Well #7            0 Gallons

Well #4            248,419 Gallons  
 Well #5            0 Gallons  
 Well #6            194 Gallons  
 Well #7            0 Gallons

Daily Average Water Production For All Wells

248,613 Gallons

Total Water Production For The Month

7,707,000 Gallons

Total Water Production For The Previous Month

7,600,900 Gallons

Total Production Increased By

106,100 Gallons

Total Production For This Month From The Previous Year

8,434,000 Gallons

Total Production Decreased By

727,000 Gallons

Kenneth L Gensterblum  
Water Technician

User: NIKKI  
DB: Portland

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDY USED
		AMENDED BUDGET	12/31/2013 (ABNORMAL)	MONTH 12/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000		986,000.00	940,034.71	3,365.79	45,965.29	95.34
101-000-428.000		1,600.00	0.00	0.00	1,600.00	0.00
101-000-445.000		8,000.00	5,717.65	412.72	2,282.35	71.47
101-000-445.022		300.00	185.19	0.00	114.81	61.73
101-000-447.000		42,400.00	32,957.66	924.48	9,442.34	77.73
101-000-448.000		15.00	13.92	0.00	1.08	92.80
101-000-451.000		100.00	683.40	0.00	(583.40)	683.40
101-000-453.000		28,000.00	15,016.32	0.00	12,983.68	53.63
101-000-455.000		975.00	1,635.00	33.00	(660.00)	167.69
101-000-476.000		1,500.00	2,442.00	3,022.00	(942.00)	162.80
101-000-490.000		0.00	5.79	0.00	(5.79)	100.00
101-000-501.000		0.00	0.00	0.00	0.00	0.00
101-000-510.000		0.00	0.00	0.00	0.00	0.00
101-000-543.000		1,200.00	492.65	0.00	707.35	41.05
101-000-570.000		3,000.00	3,157.55	0.00	(157.55)	105.25
101-000-575.000		290,915.00	99,712.00	0.00	191,203.00	34.28
101-000-576.000		98,376.00	33,582.00	0.00	64,794.00	34.14
101-000-577.000		0.00	0.00	0.00	0.00	0.00
101-000-620.000		4,500.00	2,576.00	478.00	1,924.00	57.24
101-000-622.000		0.00	0.00	0.00	0.00	0.00
101-000-623.000		400.00	2,171.82	318.75	(1,771.82)	542.96
101-000-624.000		0.00	(5.78)	0.46	5.78	100.00
101-000-628.000		318,857.00	159,420.00	26,570.00	159,437.00	50.00
101-000-629.000		0.00	0.00	0.00	0.00	0.00
101-000-630.000		2,500.00	3,900.00	425.00	(1,400.00)	156.00
101-000-633.000		0.00	3,319.40	0.00	(3,319.40)	100.00
101-000-634.000		8,000.00	8,310.00	1,300.00	(310.00)	103.88
101-000-656.000		15,000.00	6,499.32	904.86	8,500.68	43.33
101-000-661.000		3,200.00	815.00	545.00	2,385.00	25.47
101-000-662.000		0.00	400.00	0.00	(400.00)	100.00
101-000-663.000		2,500.00	1,539.11	205.00	960.89	61.56
101-000-664.000		0.00	0.00	0.00	0.00	0.00
101-000-665.000		400.00	177.58	34.76	222.42	44.40
101-000-665.002		500.00	98.12	19.24	401.88	19.62
101-000-665.003		0.00	0.00	0.00	0.00	0.00
101-000-667.000		7,875.00	265.00	0.00	7,610.00	3.37
101-000-669.000		0.00	0.00	0.00	0.00	0.00
101-000-676.001		0.00	0.77	0.00	(0.77)	100.00
101-000-676.002		0.00	0.00	0.00	0.00	0.00
101-000-676.004		2,000.00	5,000.00	0.00	(3,000.00)	250.00
101-000-676.005		0.00	0.00	0.00	0.00	0.00
101-000-676.006		0.00	330.00	0.00	(330.00)	100.00
101-000-676.007		0.00	0.00	0.00	0.00	0.00
101-000-677.000		750.00	1,154.70	0.00	(404.70)	153.96
101-000-678.002		0.00	0.00	0.00	0.00	0.00
101-000-678.003		0.00	0.00	0.00	0.00	0.00
101-000-678.004		0.00	0.00	0.00	0.00	0.00
101-000-678.005		0.00	2,873.40	0.00	(2,873.40)	100.00
101-000-678.006		15,000.00	5,922.22	142.36	9,077.78	39.48
101-000-678.007		0.00	592.80	0.00	(592.80)	100.00
101-000-678.008		0.00	0.00	0.00	0.00	0.00
101-000-678.009		0.00	0.00	0.00	0.00	0.00
101-000-683.022		1,200.00	1,033.99	0.00	166.01	86.17
101-000-694.000		0.00	0.00	0.00	0.00	0.00
101-000-698.000		0.00	0.00	0.00	0.00	0.00
101-000-698.002		0.00	0.00	0.00	0.00	0.00

User: NIKKI  
DB: Portland

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2013 (ABNORMAL)	MONTH 12/31/2013 INCREASE (DECREASE)	DECREASE	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
101-000-699.001		0.00	0.00	0.00		0.00	0.00
101-000-699.105		0.00	0.00	0.00		0.00	0.00
101-000-699.403		0.00	0.00	0.00		0.00	0.00
101-000-699.406		0.00	0.00	0.00		0.00	0.00
101-000-699.582		49,792.00	0.00	0.00		49,792.00	0.00
101-000-699.590		31,764.00	0.00	0.00		31,764.00	0.00
101-000-699.591		31,764.00	0.00	0.00		31,764.00	0.00
101-000-699.812		0.00	0.00	0.00		0.00	0.00
TOTAL Revenues		1,958,383.00	1,342,029.29	38,701.42		616,353.71	68.53
Expenditures							
100		81,707.00	66,345.37	403.70		15,361.63	81.20
101		259,322.50	80,285.19	8,395.04		179,037.31	30.96
172		183,829.35	90,243.41	30,783.03		93,585.94	49.09
191		11,365.00	3,057.21	26.42		8,307.79	26.90
201		360,277.35	181,368.26	41,676.31		178,909.09	50.34
209		56,957.00	30,171.34	10,196.66		26,785.66	52.97
265		68,613.50	20,728.94	3,128.60		47,884.56	30.21
276		179,625.00	81,477.96	21,145.22		98,147.04	45.36
301		696,160.00	297,709.07	65,871.08		398,450.93	42.76
336		0.00	63,179.94	0.00		(63,179.94)	100.00
371		61,028.00	18,514.97	8,285.44		42,513.03	30.34
728		11,000.00	4,484.08	275.00		6,515.92	40.76
751		148,105.00	65,054.02	13,631.63		83,050.98	43.92
999		0.00	0.00	0.00		0.00	0.00
TOTAL Expenditures		2,117,989.70	1,002,619.76	203,818.13		1,115,369.94	47.34
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		1,958,383.00	1,342,029.29	38,701.42		616,353.71	68.53
TOTAL EXPENDITURES		2,117,989.70	1,002,619.76	203,818.13		1,115,369.94	47.34
NET OF REVENUES & EXPENDITURES		(159,606.70)	339,409.53	(165,116.71)		(499,016.23)	212.65

User: NIKKI

DB: Portland

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	12/31/2013 (ABNORMAL)	MONTH 12/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	668,759.00	153,651.68	0.00	515,107.32	22.98
	TOTAL EXPENDITURES	239,914.45	82,515.14	15,858.88	157,399.31	34.39
	NET OF REVENUES & EXPENDITURES	428,844.55	71,136.54	(15,858.88)	357,708.01	16.59
Fund 150 - CEMETERY PERPETUAL CARE FUND						
Fund 150 - CEMETERY PERPETUAL CARE FUND:						
	TOTAL REVENUES	2,500.00	2,250.00	0.00	250.00	90.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	2,500.00	2,250.00	0.00	250.00	90.00
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	232,300.00	96,820.70	17,087.88	135,479.30	41.68
	TOTAL EXPENDITURES	335,116.00	125,804.89	39,958.27	209,311.11	37.54
	NET OF REVENUES & EXPENDITURES	(102,816.00)	(28,984.19)	(22,870.39)	(73,831.81)	28.19
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	906,584.00	100,881.10	6,025.13	805,702.90	11.13
	TOTAL EXPENDITURES	915,660.00	100,878.68	29,220.56	814,781.32	11.02
	NET OF REVENUES & EXPENDITURES	(9,076.00)	2.42	(23,195.43)	(9,078.42)	0.03
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	133,450.00	63,666.69	5,840.00	69,783.31	47.71
	TOTAL EXPENDITURES	128,735.00	70,716.22	20,083.66	58,018.78	54.93
	NET OF REVENUES & EXPENDITURES	4,715.00	(7,049.53)	(14,243.66)	11,764.53	149.51
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	472,556.00	309,942.10	17,627.47	162,613.90	65.59
	TOTAL EXPENDITURES	546,716.36	302,363.03	60,651.02	244,353.33	55.31
	NET OF REVENUES & EXPENDITURES	(74,160.36)	7,579.07	(43,023.55)	(81,739.43)	10.22
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	335,599.00	212,051.91	470.00	123,547.09	63.19
	TOTAL EXPENDITURES	333,214.08	247,621.37	21,884.57	85,592.71	74.31
	NET OF REVENUES & EXPENDITURES	2,384.92	(35,569.46)	(21,414.57)	37,954.38	1,491.43
Fund 405 - WELLHEAD IMPROVEMENT FUND						
Fund 405 - WELLHEAD IMPROVEMENT FUND:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00

User: NIKKI

DB: Portland

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013		AVAILABLE BALANCE		% BDGT USED
		AMENDED BUDGET	NORMAL		INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT									
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT:									
TOTAL REVENUES		1,400,000.00		1,400,000.00		0.00		0.00	100.00
TOTAL EXPENDITURES		890,950.00		16,177.00		0.00		874,773.00	1.82
NET OF REVENUES & EXPENDITURES		509,050.00		1,383,823.00		0.00		(874,773.00)	271.84
Fund 520 - REFUSE SERVICE FUND									
Fund 520 - REFUSE SERVICE FUND:									
TOTAL REVENUES		97,100.00		50,251.01		8,349.38		46,848.99	51.75
TOTAL EXPENDITURES		90,600.00		40,486.36		0.00		50,113.64	44.69
NET OF REVENUES & EXPENDITURES		6,500.00		9,764.65		8,349.38		(3,264.65)	150.23
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		3,507,622.00		1,600,268.22		287,115.14		1,907,353.78	45.62
TOTAL EXPENDITURES		4,163,011.50		1,930,226.77		351,280.77		2,232,784.73	46.37
NET OF REVENUES & EXPENDITURES		(655,389.50)		(329,958.55)		(64,165.63)		(325,430.95)	50.35
Fund 590 - WASTEWATER FUND									
Fund 590 - WASTEWATER FUND:									
TOTAL REVENUES		961,100.00		342,231.77		66,530.38		618,868.23	35.61
TOTAL EXPENDITURES		1,081,354.00		415,308.51		201,356.77		666,045.49	38.41
NET OF REVENUES & EXPENDITURES		(120,254.00)		(73,076.74)		(134,826.39)		(47,177.26)	60.77
Fund 591 - WATER FUND									
Fund 591 - WATER FUND:									
TOTAL REVENUES		625,070.00		262,009.29		45,131.12		363,060.71	41.92
TOTAL EXPENDITURES		832,333.30		342,802.18		58,675.64		489,531.12	41.19
NET OF REVENUES & EXPENDITURES		(207,263.30)		(80,792.89)		(13,544.52)		(126,470.41)	38.98
Fund 661 - MOTOR POOL FUND									
Fund 661 - MOTOR POOL FUND:									
TOTAL REVENUES		375,469.00		234,541.97		22,202.00		140,927.03	62.47
TOTAL EXPENDITURES		517,971.68		283,877.19		28,020.17		234,094.49	54.81
NET OF REVENUES & EXPENDITURES		(142,502.68)		(49,335.22)		(5,818.17)		(93,167.46)	34.62
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
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

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDC USED
		AMENDED BUDGET	NORMAL	12/31/2013 (ABNORMAL)	MONTH 12/31/2013 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
TOTAL REVENUES - ALL FUNDS		9,718,109.00		4,828,566.44	476,378.50		4,889,542.56	49.69
TOTAL EXPENDITURES - ALL FUNDS		10,075,576.37		3,958,777.34	826,990.31		6,116,799.03	39.29
NET OF REVENUES & EXPENDITURES		(357,467.37)		869,789.10	(350,611.81)		(1,227,256.47)	243.32

Portland Fire Department Monthly Alarms Report (Serving with Pride and Excellence)						Month of December 2013			
Type of Call	Danby Twp	Danby Twp	Portland Twp	Portland Twp	City Portland	City Portland	Apparatus Response		
	Alarms	Manhours	Alarms	Manhours	Alarms	Manhours	Truck	Amount	
Ambulance/Police Assits			1	4			Engine # 1	1	
Dwelling	1	12					Engine # 7		
Vehicle Fire							Engine # 11	4	
Industrial/Commercial Fire							Tanker # 9	2	
Wildland/Grass Fire							Brush # 6	1	
Garage/Storage Building Fire			1	64			Brush # 8	4	
Barn Fire							Brush # 12	2	
Tree Down							Light/Air # 2	1	
Power Line/transformer	4	43	2	19	2	16	Command 10		
Rescue/Extrication/Water			1	14			Car # 4	5	
Smoke Alarm							Quad # 51		
Natural Gas/CO2 Leak					1	7	Marine # 3		
Tornado Warning									
<b>Total for Month</b>	<b>5</b>	<b>55</b>	<b>5</b>	<b>101</b>	<b>3</b>	<b>30</b>	<b>Year</b>		
<b>Total for Year</b>	<b>22</b>	<b>251</b>	<b>28</b>	<b>450</b>	<b>33</b>	<b>327</b>	Engine # 1	6	
Mutual Aid Given	Alarms	Manhours			Mutual Aid Received		Alarms	Engine # 7	
Grand Ledge					Grand Ledge		Engine # 11	34	
Westphalia					Westphalia	1	Tanker # 9	13	
Berlin/Orange					Berlin/Orange		Brush # 6	10	
Roxand Township					Roxand Twp.		Brush # 8	29	
Lyons/Muir					Lyons/Muir	1	Brush #12	8	
Pewamo					Pewamo		Light/Air # 2	5	
Sunfield	1	11			Sunfield	1	Command 10		
Delta Fire	1	22			Delta Fire		Car # 4	34	
Other					Other		Quad # 51		
<b>Totals for Month</b>	<b>2</b>	<b>33</b>			<b>Totals for Month</b>		<b>3</b>	Marine # 3	
<b>Totals for Year</b>	<b>16</b>	<b>394</b>			<b>Totals for Year</b>		<b>8</b>	Total	
	Alarms	Manhours							
<b>Total for Month</b>	<b>15</b>	<b>219</b>							
<b>Total for Year</b>	<b>103</b>	<b>1000</b>							
<b>Training for December 2013</b>	Manhours		<b>Training for Year</b>			Manhours		Reported By	
	32					850		Nick Martin, Fire Marshal	

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 12/7/2013 Run # 13-091

Owner Sandy Jones

Address

City State Zip Phone #

Occupant Jessica Watson

Address 117 Water Street

City Portland State MI Zip 48875 Phone #

Township Section #

Times

Received 18:15 In service 18:20 On Scene 18:21 Controlled

Cleared 18:31 Back In Ser. 19:15

Total Hrs 1 Total Man Hours 7

Description of Response Toned to a gas ordor at the residence  
801 Stayed until Consumers arrived

Location of Response 117 Water Street

Units Responding Eng 11 Car 4

Mutual Aid Received None

Personnel Responding: ( \* denotes personnel on scene)

Chief	Baker*	Asst Chief	Logel, Sr*	Captain	Krizov
Captain		1st Lt		2nd Lt	
	1 Van Horn*		2 Pline*		3 Chapman-AMB
	4 Lay*		5 Schafer, G*		6
	7		8		9
	10		11		12
	13		14		15
	16		17		18
	19		20		21
	22		23		24

Reported By Martin

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 12/22/2013 Run # 13-097

Owner

Address Rowe Avenue at Rindlehave
City Portland State MI Zip 48875 Phone #

Occupant

Address
City State Zip Phone #

Township City Section #

Times

Received 5:40 In service 5:40 On Scene 5:42 Controlled 6:20
Cleared 6:30 Back In Ser. 6:40

Total Hrs 1 Total Man Hours 11

Description of Response

Arrived on scene to find a hot power line across Rowe Avenue. The pole was broken. Provided blocking.

Location of Response Rowe Avenue at Rindlehaven

Units Responding Brush #8

Mutual Aid Received

Personnel Responding: ( \* denotes personnel on scene)

Chief Asst Chief Logel Sr. Captain Krizov
Captain 1st Lt Gensterblum 2nd Lt
1 VanHorn\* 2 Martin\* 3 Tygesen
4 Donbrock 5 Wheeler 6 Schafer, J
7 Schafer, G 8 Lay 9
10 11 12
13 14 15
16 17 18
19 20 21
22 23 24

Reported By 855

PORTLAND FIRE DEPARTMENT RUN SHEET

DATE 12/30/2013 Run # 13-103

Owner ATT

Address

City State Zip Phone #

Occupant

Address

City State Zip Phone #

Township

Section #

Times

Received 19:06 In service 19:06 On Scene 19:10 Controlled

Cleared 19:11 Back In Ser. 20:06

Total Hrs 1

Total Man Hours 5

Description of Response

Toned to lines down in a yard. Arrived to find phone line down

No cause for alarm

Location of Response

Center Street at Quarterline

Units Responding

POV

Mutual Aid Received

None

Personnel Responding: ( \* denotes personnel on scene)

Chief

Baker\*

Asst Chief

Logel, Sr

Captain

Captain

1st Lt

2nd Lt

1 Chapman-AMB

2 Martin

3 Schafer, G

4

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Reported By

Martin

# *Portland Area Municipal Authority*

## GOVERNMENTAL UNITS

City of Portland

Portland Township

Danby Township

### MINUTES

October 8, 2013

**P.A.M.A. BOARD MEMBERS PRESENT:** K. Cook, G. Krausz, D. Logel, R. Foote  
**VISITORS:** None

Meeting was called to order at 7:30 p.m.

#### **SECRETARY'S REPORT:**

- o Motion to approve secretary's report as submitted by R. Foote supported by G. Krausz.

#### **TREASURER'S REPORT:**

- o Account no longer charged \$5.00 monthly service charge
- o Account balance as of 8-30-13 \$1398.33
- o 8-10-13 Deposit Portland Township \$280.00
- o 8-10-13 Deposit City of Portland \$280.00
- o 8-10-13 Deposit Danby Township \$140.00
- o 8-20-13 CK #546 Paid Larry Tiejema \$700.00

#### Bills to Pay

- o City of Portland \$592.80

#### Bills to Send

- o Portland Township \$395.20 40% share
- o Danby Township \$197.60 20% share
- o Motion to approve treasurers report as submitted by G. Krausz supported by R. Foote

#### **OLD BUSINESS:**

- o Wait to discuss concrete repairs at January meeting
- o Motion to bill Portland Township \$395.20, Danby Township \$197.60, and pay City of Portland \$592.80 by R. Foote and supported by K. Cook

#### **NEW BUSINESS:**

- o Motion to remove and replace overhead door at police garage by Mike Ward Construction per quote of \$925.00 by R. Foote supported by G. Krausz
- o Motion to have Eagle Enterprise to do preventive maintenance and service work to overhead doors for \$42.00 per door by K. Cook supported by G. Krausz

Motion made by D. Logel supported by G. Krausz to adjourn the meeting at 8:40 p.m.

Respectfully submitted,

K. Cook, Secretary

**NEXT MEETING: January 7, 2014 7:30 p.m.**



It's that kind of experience.

December 12, 2013

Christina Forist  
State of Michigan  
Department of Energy, Labor, and Economic Growth  
6545 Mercantile Way  
PO Box 30221  
Lansing, MI 48909

Dear Ms. Forist,

In response to your e-mail dated December 5, 2013, WideOpenWest Mid-Michigan, LLC d.b.a. WOW! Internet, Cable, and Phone (WOW!) affirms that we are in compliance with Public Act 480 of 2006 (Section 9) and do not deny access to any group of potential customers because of race or income. A copy of this letter is also being mailed to each of our franchise communities.

WOW! began offering services in its franchise areas on January 13, 2012 when we acquired the system from Broadstripe.

If you have any questions or require additional information, please feel free to contact me directly using the contact information below.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Shoup", with a long horizontal line extending to the right.

Scott Shoup  
Regional Business Director  
Office: 614-396-6985  
E-mail: [sshoup@wideopenwest.com](mailto:sshoup@wideopenwest.com)