



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

7:00 p.m. Monday, September 15, 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>	Motion
7:03 PM	<b>IV. <u>Public Comment</u> (5 minute time limit per speaker)</b>	
7:04 PM	<b>V. <u>City Manager Report</u></b>	
	<b>VI. <u>Presentations</u></b>	
	<b>VII. <u>Public Hearing(s)</u> - None</b>	
	<b>VIII. <u>Old Business</u></b>	
	<b>IX. <u>New Business</u></b>	
7:15 PM	<b>A. Proposed Resolution 14-85 Approving, Authorizing, and Directing the Mayor to Sign a Website Design Services Agreement with CivicPlus</b>	Motion
7:18 PM	<b>B. Proposed Resolution 14-86 Amending the Title VI Policy for the City of Portland</b>	Motion
7:20 PM	<b>C. Motion to Go Into Closed Session to Discuss the Vacant Council Member Seat (Requires a 2/3 Majority by Roll Call Vote)</b>	Motion
7:21 PM	<b>X. <u>Consent Agenda</u>–</b>	Motion
	<b>A. Minutes &amp; Synopsis from the Regular City Council Meeting held on September 2, 2014</b>	
	<b>B. Payment of Invoices in the Amount of \$123,127.76 and Payroll in the Amount of \$94,022.34 for a Total of \$217,150.10</b>	
	<b>C. Purchase Orders over \$5,000 - None</b>	
	<b>X. <u>Communications</u>–</b>	
	<b>A. Revenue-Expense Report for September 2014</b>	
	<b>B. DDA Treasurer’s Report for September 12, 2014</b>	
	<b>C. Farmland and Open Space Application</b>	
	<b>D. MMEA Article – Portland Board of Light &amp; Power</b>	
	<b>E. Police Department Report for August 2014</b>	
	<b>F. Water Department Report for August 2014</b>	
	<b>G. Wastewater Treatment Plant Report for August 2014</b>	
	<b>H. Fleis &amp; VandenBrink Memo re: 2014 Bridge Inspection Services</b>	
	<b>I. Portland Fire Department Run Sheets for August 2014</b>	
	<b>J. Ionia County Board of Commissioners Agenda for September 9<sup>th</sup></b>	

**Estimated  
Time**

**Action  
Requested**

**K. MPSC Notice of Hearing for Consumers Energy**

**XI. Other Business**

**XII. City Manager Comments**

**XIII. Council Comments**

**XIV. Adjournment**

7:23 PM

7:28 PM

7:40 PM

Motion

**PORTLAND CITY COUNCIL**

Ionia County, Michigan

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

**RESOLUTION NO. 14-85**

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR TO  
SIGN A WEBSITE DESIGN SERVICES AGREEMENT WITH CIVICPLUS**

**WHEREAS**, the City Council approved up to \$10,000.00 for a new City website in the 2014/ 2015 fiscal year budget; and

**WHEREAS**, the City Council authorized the interim City Manager to draft and send out a Request for Proposals in order to obtain qualified designers for a new website; and

**WHEREAS**, the City received seven proposals back, with four being chosen for interviews with the selection committee; and

**WHEREAS**, the selection committee interviewed the selected businesses and recommends the firm CivicPlus, located in Manhattan, Kansas, whose bid and agreement for the creation of a new City website is \$9,620.00, a copy of which is attached as Exhibit A.

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

1. The City Council approves the proposed website design agreement from CivicPlus, a copy of which is attached as Exhibit A, and authorizes and directs the Mayor to sign on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

Dated: September 15, 2014

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



**Project Development**

Organization	City of Portland, MI			URL	www.portland-michigan.org
Street Address	259 Kent Street				
Address 2					
City	Portland	State	Michigan	Postal Code	48875
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	S. Tutt Gorman		(859) 221-0924		
Emergency Contact & Mobile Phone	Patrick Reagan		(517) 526-0311		
Emergency Contact & Mobile Phone	Nikki Miller		(517) 285-5046		
Billing Contact	S. Tutt Gorman			E-Mail	citymanager@portland-michigan.org
Phone	(517) 647-2931	Ext.		Fax	(517) 647-2938
Billing Address	259 Kent Street				
Address 2					
City	Portland	ST	Michigan	Postal Code	48875
Tax ID #	38-600-7243			Sales Tax Exempt #	38-600-7243
Billing Terms	XX			Account Rep	Dan Schultz
Info Required on Invoice (PO or Job #)	XX				
Contract Contact	James E. Barnes			Email	BarnesJ11@michigan.gov
Phone	(517) 647-2931	Ext.	XX	Fax	(517) 647-2938
Project Contact	XX			Email	XX
Phone	XX	Ext.	XX	Fax	XX

**Terms & Conditions**

**Client Deliverable**

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Portland, MI ("Client") that includes all functionality and hosting as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

**Additional Services**

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), additional Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client at the completion of the service and prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.





3. Client may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A and CivicPlus will invoice Client for additional Annual Services upon completion of the service and prior to project Go-Live. Product Suites or modules that incur additional usage fees may be purchased and activated at any time.
4. Client may contract with CivicPlus for the migration of Agendas & Minutes beyond the included Agenda & Minutes migration for an additional fee. Client may also contract with CivicPlus for the conversion of Agendas & Minutes to Microsoft Word or PDF for a conversion fee of \$4,500.

#### **Billing & Payment Terms**

5. As detailed in Exhibit A.1 – Project Development Scope of Work, one half of the total First Year Fee will be billed upon completion of Phase 2: Website Layout. The remainder of the total First Year Fee and any additional Project Development services will be invoiced after Phase 4: Customized Website Training has been completed. Acceptance of the timeline established with the CivicPlus project manager indicates the acceptance of the billing milestones.
6. The Client shall acknowledge project completion and acceptance notification prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
7. Total First Year invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
8. Invoicing for Year 2 Annual Services begins one (1) year from contract signing.
9. Annual Services invoices may be prorated in order to correlate with the Client's budget year, and are invoiced prior to the year of service.
10. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
11. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
12. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
13. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content.
14. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.

#### **Agreement Renewal**

15. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign at no additional cost.
16. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
17. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility and full payment of the remainder of the contract is due within 15 days of termination.
18. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs will be applied.



## Support

19. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
20. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. CivicPlus support does not include support of 3<sup>rd</sup> party applications. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
21. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
22. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

## Marketing

23. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
24. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
25. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
26. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

## Intellectual Property, Ownership & Content Responsibility

27. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content.
28. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
29. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
30. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

## Indemnification

31. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.



**Liabilities**

- 32. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
- 33. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

**Force Majeure**

- 34. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**Taxes**

- 35. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

**Sign and e-mail or Fax this Copy**

Attn: Contract Manager

Email: SalesCoordinators@CivicPlus.com

Fax: 785-587-8951

**And – Mail Two (2) Signed Originals**

CivicPlus Contract Manager

317 Houston St., Suite E

Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from September 11, 2014.

**Project Development and Deployment**

*Initial GCMS® upgrades, maintenance, support and hosting – no additional cost* **\$11,317**

*Server Storage not to exceed 15 GB*

**-\$1,697**

**CivicPlus Special Discount (15%)**

**Total Fees Year 1 \$9,620**

**Annual Services (Continuing GCMS® System Enhancements , Maintenance, Support and Hosting)**

*Billed 12 months from contract signing; Years 2 and 3 Annual Services will be locked at this rate with annual 5% increase year 4 and beyond*

**\$1,527**

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Exhibit A.1 Project Development Scope of Work

<b>Kick-Off Meeting</b>	
<u>Deliverable:</u> Project Timeline, training jump start and worksheets	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• assign a project manager to this project</li> <li>• conduct a Project kickoff to review awarded contract</li> <li>• establish communication plan for the duration of the project effort</li> <li>• work with Portland to identify all key internal and external project stakeholders</li> <li>• develop project plan and timeline</li> <li>• provide Project Management and Support</li> </ul>	<p>Portland will:</p> <ul style="list-style-type: none"> <li>• review and approve of project plan within 5 business days</li> <li>• if modifications are required after the review of the initial project plan, Portland has 10 business days to address the modifications and come to a consensus.</li> <li>• approve the project plan (limited to two reviews) prior to proceeding with the project.</li> <li>• complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form</li> <li>• update the current primary live website content and delete any pages from the website that are no longer wanted or needed.</li> </ul>
<b>Phase 1: Website Optimization</b>	
<u>Deliverable:</u> Needs assessment, best practices and worksheets	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• provide communication support to Portland, key stakeholders and personnel via weekly status reports and via phone when required</li> <li>• review the goals and expectations submitted on the forms Portland completed to ensure Portland's needs are clearly understood</li> <li>• conduct a presentation of findings and recommendations to key project stakeholders</li> </ul>	<p>Portland will:</p> <ul style="list-style-type: none"> <li>• gather statistics from the current website from the past 12 months and provide to CivicPlus</li> <li>• collect pictures to be used in the overall design of the new website and provide to CivicPlus</li> <li>• provide a MS Word document template that features your branding/logo and provide to CivicPlus.</li> <li>• compile a list of all divisions and/or departments within the organization and provide to CivicPlus</li> <li>• submit a list of third-party and in-house developed applications presently being utilized on the current website and provide to CivicPlus</li> <li>• pull a site map or outline of the current website's navigational structure and provide to CivicPlus</li> <li>• a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements</li> </ul>
<b>Phase 2: Website Layout</b>	
<u>Deliverable:</u> Website layout and mood board will be presented for your approval	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• present one custom layout and one mood board based on the goals determined in the previous phase. The presented layout will show the placement of the navigation and functionality. The mood board will reflect the color and imagery that will represent the tone of the design</li> <li>• begin development of the website design</li> </ul>	<p>Portland will:</p> <ul style="list-style-type: none"> <li>• approve one layout and the mood board</li> <li>• review marketing packet material and guidelines</li> <li>• will provide CivicPlus will all the necessary DNS items identified for the website</li> <li>• 1<sup>st</sup> billing milestone approved</li> </ul>



**Phase 3: Website Reveal**

Deliverable: Completed website design and navigation structure will be presented. You will be able to propose changes at this time.

**CivicPlus will:**

- present a fully functional website
- present the up to fifty pages of website content Portland contracted for
- After Portland approves the design, content and functionality CivicPlus will conduct a review of the website to ensure the statement of work is met
- work with Portland to prepare for training
- migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format

**Portland will:**

- evaluate the website design and content and provide CivicPlus with feedback
- collaborate with CivicPlus on proposed changes
- revise the design as many times as deemed necessary, up to the deadline set by Portland and CivicPlus during the Kick-off meeting
- If design changes are requested after the set date, the project's go live will be adjusted

**Phase 4: 40 Hours Customized Interactive Webinar Training** for up to 6 employees

Deliverable: Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.

**CivicPlus will:**

- provided training to Portland before the website goes live
- train up to XX Portland staff members based on internal daily task and workflow
- train staff members on how to use the GCMS®, update content pages and modules
- provide access to training online training manuals and videos for the Portland staff

**Portland will:**

- provide a location for training in Portland with internet access
- provide computers for staff to be trained on
- 2<sup>nd</sup> billing milestone approved

**Phase 5: Go Live**

Deliverable: Custom website launched to the public.

**CivicPlus will:**

- fix system issues and bugs that Portland finds
- CivicPlus' Quality Control team will complete a final spelling and links check
- redirect the domain name to the newly developed website when Portland signs off on the project

**Portland will:**

- have about three weeks to test and update the final site
- notify CivicPlus on any system issues or bugs that CivicPlus needs to fix

**Additional Functionality**

Google Translation Tool

**Included**

Portland, MI Logo Development

**Included**



## Project Development and Deployment Includes the Following:

### Essential Suite Includes:

- Archive Center
- Calendar
- Document Center
- My Dashboard
- News Flash
- Photo Gallery
- Forms Center & ePay
- Staff Directory

### Notification Suite Includes:

- NotifyMe® Activation (for all applicable modules)
- Subscription Management

### Functionality

- Action Items Queue
- Audit Trail / History Log
- Automated PDF Converter
- Automatic Content Archiving
- Content Library (Content Templates)
- Dynamic Breadcrumbs
- Dynamic Sitemap
- Expiring Items Library
- Graphic Link Administration
- Links Redirect and Broken Links Finder
- Menu Management
- Mouse-over Menu Structure
- MuniMobile™ /Responsive Design Support
- Online Editor for Editing and Page Creation (WYSIWYG)
- Online Web Statistics
- Printer Friendly/Email Page
- Rotating Content
- Search Engine Registration
- Site Layout Options
- Site Search & Entry Log
- Slideshow
- User & Group Administration Rights
- Web Page Upload Utility
- Website Administrative Log

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 14-86**

**A RESOLUTION UPDATING THE TITLE VI POLICY FOR THE CITY OF PORTLAND**

**WHEREAS**, the City of Portland adopted a Title VI Policy in 2013 that named then City Manager, Thomas Dempsey, as the Title VI Coordinator for the City; and

**WHEREAS**, Thomas Dempsey resigned in March 2014; and

**WHEREAS**, the Michigan Department of Transportation (MDOT) is requiring the City of Portland to have a current Title VI Policy on file prior to the City receiving any federal funds in the future; and

**WHEREAS**, the City Manager recommends that the Title VI Policy be updated by naming Mindy Tolan as Title VI Coordinator for the City of Portland, a copy of this amended policy is attached as Exhibit A.

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

1. The City Council approves updating the Title VI Policy, a copy of which is attached as Exhibit A, naming Mindy Tolan as the Title VI Coordinator for the City of Portland.
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:** September 15, 2014

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

**CITY OF PORTLAND**

**TITLE VI**

**NON-DISCRIMINATION PLAN**

**259 Kent Street**  
**Portland, MI 48875**  
**Phone: 517-647-7531**  
**Fax: 517-647-2938**  
**Website: [www.portland-michigan.org](http://www.portland-michigan.org)**

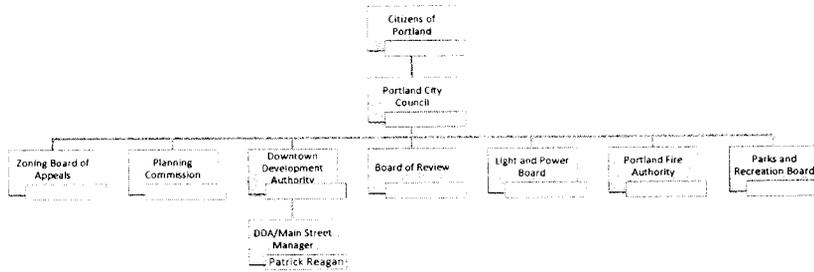
**Title VI Coordinator:**  
**Mindy Tolan, Deputy Treasurer**  
**Phone: 517-647-2941**  
**Fax: 517-647-2938**  
**Email: [mtolan@portland-michigan.org](mailto:mtolan@portland-michigan.org)**

Updated: 9/15/2014

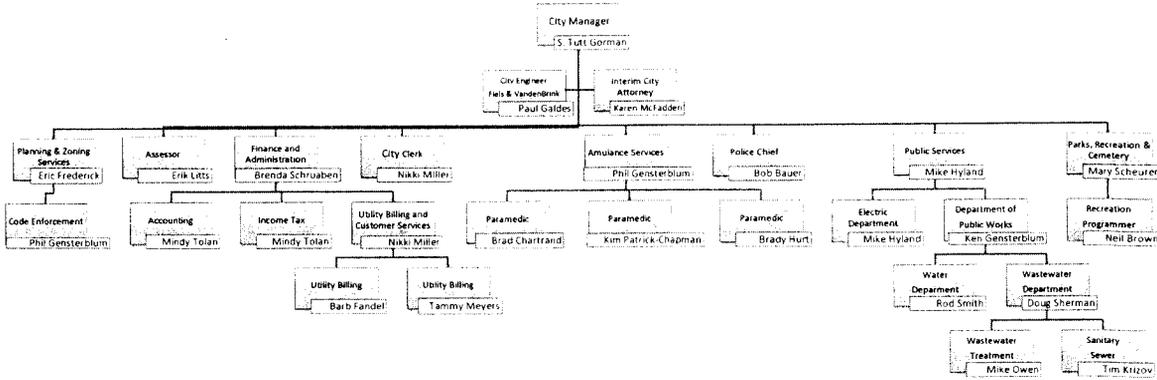


# CITY OF PORTLAND ORGANIZATIONAL CHART

## Elected Officials and Citizen Advisory Boards



## City Administration



## INTRODUCTION

The City of Portland is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants, and to ensuring that the residents of our City are afforded access to our programs and services. The City of Portland serves all people, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the City. The City of Portland recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Portland must provide access to individuals with limited ability to speak, write, or understand the English language. The City will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color

or national origin. Therefore, the primary goals and objectives of the City of Portland's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the City of Portland's programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City's services, programs or activities.

As a sub-recipient of federal transportation funds, the City of Portland must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Portland shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Portland, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

## **Discrimination under Title VI**

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Portland’s efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Portland has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

**City of Portland**  
**NON-DISCRIMINATION POLICY STATEMENT**

The City of Portland reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual with any service, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual’s receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Portland will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Portland designates Mindy Tolan, Deputy Treasurer as the Title VI Coordinator. The Deputy Treasurer will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Portland complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Portland and Title VI may be directed to the Deputy Treasurer, 259 Kent Street, Portland, MI 48875; Phone: 517-647-2941; Fax: 517-647-2938; Email: [mtolan@portland-michigan.org](mailto:mtolan@portland-michigan.org).

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James E. Barnes  
Mayor

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Mindy Tolan  
Deputy Treasurer / Title VI Coordinator

## CITY OF PORTLAND TITLE VI ASSURANCES

The City of Portland (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

“The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

City of Portland

\_\_\_\_\_  
Mindy Tolan, Deputy Treasurer

\_\_\_\_\_  
Date

## AUTHORITIES

**Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);**

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

**Federal Aid Highway Act of 1973, 23 USC 324:** No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

**Age Discrimination Act of 1975, 42 USC 6101:** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**Americans With Disabilities Act of 1990 PL 101-336:** No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

**Section 504 of the Rehabilitation Act of 1973:** No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

**USDOT Order 1050.2:** Standard Title VI Assurances

**EO12250:** Department of Justice Leadership and coordination of Non-discrimination Laws.

**EO12898:** Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

**28 CFR 50.3:** Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

**EO13166:** Improving Access to Services for Persons with Limited English Proficiency.

## DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see <http://aspe.hhs.gov/poverty/>).

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or

- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

## ADMINISTRATION – GENERAL

The City of Portland designates Deputy Treasurer, Mindy Tolan, as the Title VI Coordinator (hereinafter referred to as the “Title VI Coordinator”). Mrs. Tolan shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients’ adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5<sup>th</sup>.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City of Portland will disseminate Title VI Program information to the City of Portland employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include

inclusions of Title VI language in contracts and publishing the City's Title VI Plan within 90 days of approval on the main page of the City of Portland's internet website, at [www.portland-michigan.org](http://www.portland-michigan.org).

Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

## LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency<sup>i</sup>, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter<sup>ii</sup>. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Portland receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14<sup>th</sup>, 2005 Federal Register.<sup>iii</sup>

The Guidance implies that the City of Portland is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations.

This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

### **Elements of an Effective LEP Policy**

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

### **Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy**

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Portland and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice’s guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

**The Four-Factor Analysis**

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Portland services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

**Factor 1: The Proportion, Numbers and Distribution of LEP Persons**

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: ‘very well,’ ‘well,’ ‘not well,’ and ‘not at all.’ For our planning purposes, we are considering people that speak English less than ‘very well’ as Limited English Proficient persons.

As seen in Table #1, the Census 2012 Data for the City of Portland shows a small number of the population that speak English less than ‘very well.’

**TABLE #1**

LANGUAGE SPOKEN AT HOME	# of Individuals	Percentage
Population 5 years and over	3,748	3,748
English only	3,653	97.5%
Language other than English	95	2.5%
Speak English less than "very well"	24	0.6%
Spanish	56	1.5%
Speak English less than "very well"	24	0.6%
Other Indo-European languages	30	0.8%
Speak English less than "very well"	0	0.0%
Asian and Pacific Islander languages	0	0.0%
Speak English less than "very well"	0	0.0%
Other languages	9	0.2%
Speak English less than "very well"	0	0.0%

## **Factor 2: Frequency of Contact with LEP Individuals**

The City has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals. We also have staff that work in the field that could encounter LEP individuals. Additionally, regular City Council meetings are held twice per month which would potentially bring LEP individuals to these meetings. Given the number of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter an LEP individual is low.

## **Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP**

The City of Portland serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to residents and other individuals, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Given the number of LEP individuals in the City, we will ensure accessibility to all of our programs, services, and activities.

## **Factor 4: The Resources Available to the City of Portland and Overall Cost**

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

*"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."*

The City of Portland serves very few LEP persons and has very limited resources. However, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order and to ensure access and reasonable accommodations for LEP persons who may be unknown at this time.

## **Safe Harbor Stipulation**

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain

circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Portland's budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Portland to proceed with oral interpretation options for compliance with LEP regulations.

### **Providing Notice to LEP Persons**

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage, in languages that an LEP individual would understand that free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.

3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that those requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Portland.

## **Options and Proposed Actions**

### **Options:**

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.<sup>iv</sup>

The City of Portland is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.<sup>v</sup>

Considering the relatively small size of the City of Portland, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

### **What the City of Portland will do. What actions will the City of Portland take?**

- Notify the public that interpreter services are available upon request, with seven day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau "I-speak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual's language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.

- Publications of the City's complaint form will be made available online and upon request.
- In the event that a Cityemployee encounters a LEP individual, they will follow the procedure listed below:

#### OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken by the LEP individual.
2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from MDOT's *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

#### ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI Coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken by the individual.
2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from MDOT's *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

#### IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

#### OVER THE PHONE

1. If someone calls into our office speaking another language, every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line, and if possible, determine the language spoken by the caller.

2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

### **The City of Portland's Staff Training**

The City of Portland's staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

### **ENVIRONMENTAL JUSTICE (EJ)**

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, follow mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.
- The project's impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer a potential disproportionate effects test.

The following steps will be taken to assess the impact of projects on minorities and/or low income population groups:

**STEP ONE:** Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.

**STEP TWO:** Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

**STEP THREE:** Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

**STEP FOUR:** If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

**STEP FIVE:** Include all findings, determinations or demonstrations in the environmental document prepared for the project.

## FILING A TITLE VI COMPLAINT

### I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities, and services, as required by statute.

### II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

### III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

### IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period,

he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

## **V. Investigation**

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Portland, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Portland, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

### Investigation Reporting Process:

- Complaints made against a City of Portland sub-recipient should be investigated by the City following the internal complaint process.
- Within 60 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of the Deputy Treasurer for review.
- The Title VI Coordinator reviews the file and investigative report. Subsequent to the review, the Title VI Coordinator makes a determination of “probable cause” or “no probable cause” and prepares the decision letter.

### Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Mindy Tolan, Deputy Treasurer  
City of Portland  
259 Kent Street  
Portland, MI 48875  
Phone: 517-647-2941  
Fax: 517-647-2938  
Email: [mtolan@portland-michigan.org](mailto:mtolan@portland-michigan.org)

### **Reporting Requirements to an External Agency**

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

### **Records**

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

## APPENDIX A - [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

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

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

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

## APPENDIX B - TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

### (HABENDUM CLAUSE)\*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)\*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and

## APPENDIX C - PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D - TITLE VI COMPLAINT FORM

CITY OF PORTLAND  
TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the City of Portland based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

*If you need assistance completing this form, please contact Mindy Tolan by phone at 517-647-2941 or via e-mail at mtolan@portland-michigan.org.*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ (home) \_\_\_\_\_ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ (home) \_\_\_\_\_ (work)

Please explain your relationship with the individual(s) indicated above: \_\_\_\_\_

Name of agency and department or program that discriminated:

Agency or department name: \_\_\_\_\_

Name of individual (if known): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date(s) of alleged discrimination:

Date discrimination began \_\_\_\_\_ Last or most recent date \_\_\_\_\_

**ALLEGED DISCRIMINATION:**

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

\_\_\_\_ Race \_\_\_\_\_ Income

\_\_\_\_ Color \_\_\_\_\_ National Origin

\_\_\_\_ Age \_\_\_\_\_ Sex

\_\_\_\_ Disability \_\_\_\_\_ Religion

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return completed form to:** Mindy Tolan, Deputy Treasurer, 259 Kent Street, Portland, MI 48875; Email: [mtolan@portland-michigan.org](mailto:mtolan@portland-michigan.org); Phone: 517-647-2941; or Fax: 517-647-2938.

**Note:** *The City of Portland prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

## APPENDIX E - DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

“Significant” requires considerations of both context and intensity:

- (a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
  - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this has no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the Deputy Treasurer.

## APPENDIX F - PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Portland's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees. All City of Portland employees will be trained or made aware of the Title VI and LEP policies and complaint procedures.
2. The City of Portland's Title VI Plan will be published on the main page of the City's website [www.portland-michigan.org](http://www.portland-michigan.org), within 90 days of approval.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Portland's Title VI Assurances will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
7. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
  - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
  - b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
  - c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
  - d. **LEP Needs:** The number of requests for language assistance that were requested or required; the outcome of these requests.
  - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
  - f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
  - g. **Right of Way/Eminent Domain:** The number of such actions and diversity of individual(s) affected.
  - h. **Program Participants:** Racial data of program participants where possible.

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<sup>1</sup> The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>.

<sup>2</sup> Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

<sup>3</sup> The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/asp/lep.asp>.

<sup>4</sup> <http://www.dotcr.ost.dot.gov/asp/lep/asp>

<sup>5</sup> Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Tuesday, September 2, 2014

In Council Chambers at City Hall

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

Guests: Tom Thelen of the Review & Observer

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

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

Yeas: VanSlambrouck, Fitzsimmons, Smith, Sunstrum, Barnes

Nays: None

Adopted

Under the City Manager Report, City Manager Gorman reported that discussions are proceeding with ADM Alliance Nutrition in regard to the demolition of the building and silos at the corner of Grand River Ave. and Divine Hwy. and donation of property to the City. The City is waiting for legal documents and then will move forward with the Phase I Environmental Site Assessment; the costs of which will be split with ADM Alliance Nutrition. Once this has been completed options will be further explored.

The RFP's for a new website have been reviewed by the appointed Committee. Four proposals have been chosen for further review. Interviews with the prospective companies have been scheduled for Thursday, September 11<sup>th</sup>. A decision will likely be reached soon after.

The scheduled power outage for Consumers Energy to make repairs to its substation will take place Sunday, September 7<sup>th</sup> from Midnight to 4:00 A.M. If it is necessary to delay the repairs due to weather the power outage will be held the following week, on Sunday, September 14<sup>th</sup> from Midnight to 4:00 A.M. The Board of Light & Power will also take this opportunity to do maintenance on its system.

Burger King is in the process of renovations; they are reducing the footprint of the building by removing the playground area. The drive thru remains open for business.

City Manager Gorman presented photos of a retaining wall constructed as part of the Barley, Knox, and Storz Improvement Project. The project has turned out very well and is near completion with punch list items being completed. The large millings that were placed on the cemetery roads will be addressed during this process.

Under New Business, the Council considered Resolution 14-82 to approve the purchase of a Boss 8' poly straight blade snow plow for the ¾ ton GMC pickup truck recently approved for purchase for the DPW to be used as a work truck. This truck will be used for plowing snow in City owned parking lots.

Motion by Smith, supported by Sunstrum, to approve Resolution 14-82 approving the purchase of a Boss 8' poly straight blade snow plow apparatus for the ¾ ton GMC pickup truck.

Yeas: Smith, Sunstrum, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 14-83 to approve the Board of Light & Power's recommendation to approve, authorize, and direct the City's Electric Superintendent to sign an Energy Services Project Transaction Authorization to purchase energy in 2016, 2017, and 2018. The Michigan Public Power Agency (MPPA) provides a means for Michigan municipalities that are members to secure electric power for their present and future needs. As a member of MPPA's Energy Services Project Committee the City of Portland has an opportunity to enter into a transaction to meet a portion of its future load requirements.

City Manager Gorman stated that these purchases are a hedging situation and is standard procedure for the Board of Light and Power. These purchases will be a cost savings to residents over time. The MPPA negotiates the best price for all 13 of its participating agencies.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 14-83 approving the Board of Light and Power's recommendation to approve, authorize, and direct the City's Electric Superintendent to sign an Energy Services Project Transaction Authorization to purchase energy in 2016, 2017, and 2018.

Yeas: VanSlambrouck, Fitzsimmons, Smith, Sunstrum, Barnes

Nays: None

Adopted

The Council considered Resolution 14-84 to confirm the Mayor's appointment of Michael Culp to a term on the Planning Commission with a term expiring June 30, 2017.

Motion by VanSlambrouck, supported by Fitzsimmons, to confirm the Mayor's appointment to City Boards and Commissions.

Yeas: VanSlambrouck, Fitzsimmons, Smith, Sunstrum, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Smith, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council held on August 18, 2014, payment of invoices in the amount of \$92,089.19 and payroll in the amount of \$149,233.95 for a total of \$241,323.14. There were no purchase orders over \$5,000.00.

Yeas: VanSlambrouck, Smith, Fitzsimmons, Sunstrum, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman stated the Chamber of Commerce will host a Free Movie Night at Powers Park on Saturday, September 6<sup>th</sup>. They will show the Lego Movie. They will also hold their legislative luncheon on Monday, September 8<sup>th</sup> at the China Buffet.

City Manager Gorman reminded residents, with school back in session to watch their speed and to look out for children walking to and from school.

Under Council Comments, Mayor Pro-Tem VanSlambrouck stated that the VFW held a benefit for the Wounded Warrior Project and was able to present a check for \$1,000 at their annual golf outing. The Wounded Warrior Project benefits soldiers and their families in rehabilitation and reintegration into society.

Mayor Pro-Tem VanSlambrouck also extended his congratulations to the Main Street programs, Promotions and Marketing Committee for another successful Portland Pay Day program. This program keeps money in the Portland community.

Mayor Barnes commented that Council Member Sunstrum submitted her letter of resignation tonight from the City Council, the DDA, the Main Street Board, and as the Promotions and Marketing Committee Chairperson in order to pursue a career at the University of Michigan in Social Media. She and her family will be moving to the Ann Arbor area. Mayor Barnes further extended his appreciation for the time Council Member Sunstrum has given in serving on the City Council, the DDA, and the Main Street program; she has made irreplaceable contributions.

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

Yeas: VanSlambrouck, Sunstrum, Smith, Fitzsimmons, Barnes

Nays: None

Adopted

Meeting adjourned at 7:16 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 September 2, 2014 City Council Meeting**

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

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

**Approval of Resolution 14-82** approving the purchase of a Boss 8' poly straight blade snow plow apparatus for the ¾ ton GMC pickup truck.

All in favor. Approved.

**Approval of Resolution 14-83** approving the Board of Light and Power's recommendation to approve, authorize, and direct the City's Electric Superintendent to sign an Energy Services Project Transaction Authorization to purchase energy in 2016, 2017, and 2018.

All in favor. Approved.

**Approval of Resolution 14-84** to confirm the Mayor's appointment of Michael Culp to a term on the Planning Commission with a term expiring June 30, 2017.

All in favor. Approved.

**Approval of the Consent Agenda.**

All in favor. Approved.

**Adjournment at 7:16 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
PORTLAND PUBLIC SCHOOLS	00370	PAYMENT FOR TENNIS INSTRUCTION - RECREATION	2,201.85
BOUND TREE MEDICAL LLC.	01543	FACE SHIELDS FOR CPR - AMBULANCE	29.38
CHROUCH COMMUNICATION, INC.	00082	PAGERS WITH WARRANTY - AMBULANCE	2,150.00
DUANE CROSS	00642	ANGLE GRINDER - WATER, MTR POOL	277.50
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - PARKS, CEMETERY	425.90
FOSTER BLUE WATER OIL, LLC	02301	GALLONS DIESEL FUEL - MTR POOL	357.63
FP MAILING SOLUTIONS	01758	POSTAGE RESET - GENERAL	12.00
FREDRICKSON SUPPLY LLC	02104	DEBRIS TANK DOOR ASSEBLY UNIT FOR VACTOR TRUCK	5,726.38
GRAINGER, INC.	00172	Y-STRAINER, ADAPTER, BALL VALVE- WASTE WATER	245.11
GRAINGER, INC.	00172	SCREEN - WASTE WTR	19.97
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE -POLICE, COMM PROMO, ELECTRIC	148.40
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - WASTE WTR	151.52
GRANGER CONTAINER SERVICE	00175	RECYCLING SERVICE - REFUSE	1,434.65
HASSELBRING-CLARK	02073	CITY HALL COPY MACHINE MAINT- GENERAL	112.04
JACK DOHENY SUPPLIES, INC.	00126	PACP/MACP/LACP CERT TRAINING - WASTE WTR	900.00
KEUSCH SUPER SERVICE	00228	PROPANE - MTR POOL	377.36
LITE'S PLUS	00243	BALLASTS - COMM PROMO	25.00
MICHIGAN ASSN OF CHIEFS POLICE	00266	MEMBERSHIP FEE- POLICE	115.00
MED-TECH RESOURCE, INC.	00257	EMS SUPPLIES - AMBULANCE	454.73
MED-TECH RESOURCE, INC.	00257	EMS SUPPLIES - AMBULANCE	460.72
MED-1 BRETON	01662	EMS SUPPLIES - AMBULANCE	300.19
MINE SAFETY APPLIANCE CO, LLC	02302	CALIBRATOR - WASTE WTR	634.64
OLD DOMINION BRUSH	00341	GUTTER BROOMS - MTR POOL	471.41
PROFORMA	02157	EMS SUPPLIES - AMBULANCE	76.55
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMBULANCE	59.95
R.D.J. SPECIALTIES INC	00382	EMS SUPPLIES - AMBULANCE	525.96
SOS OFFICE SUPPLY	02052	PAPER COPY - GENERAL	339.50
VAN BRO'S IRRIGATION INC.	01762	REPAIR IRRIGATION- CITY HALL	195.26
VERIZON WIRELESS	00470	PHONE SERVICE - CITY HALL, CEM, PARKS, ELEC, AMB	374.75

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	413.35
MUNICIPAL SUPPLY CO.	00324	METAL PIPE - ELECTRIC	285.00
MICHIGAN AMATEUR SOFTBALL ASSO	00248	2014 FALL TEAM REGISTRATIONS - RECREATION	231.00
STEVE'S METER SERVICE	00442	REPAIR/REPLACE METER AT MCDONALDS - ELECTRIC	265.00
GRAINGER, INC.	00172	RELAY - WASTE WATER	24.97
STATE OF MICHIGAN-MDEQ	00428	APPLICATION FEE D-4 EXAM - WATER	70.00
VAN BRO'S IRRIGATION INC.	01762	REPAIR SENSOR AND WATER LEAKING IN MAIN LINE-C	186.88
SENTINEL-STANDARD, INC.	00212	LEGAL NOTICE FOR POWER OUTAGE - ELECTRIC	245.25
KEUSCH BROTHERS	MISC	ENERGY OPTIMZ - ELECTRIC	98.35
ST. PATRICK CHURCH	00755	ENERGY OPTZ - ELECTRIC	747.38
JULIE THELEN	MISC	ENERGY OPTZ - ELECTRIC	165.00
STATE OF MICHIGAN	00428	SALES TAX - ELECTRIC	13,236.42
CINTAS-725	00083	UNIFORM & RUG CLEANING - VARIOUS DEPTS	871.86
GRANGER CONTAINER SERVICE	00175	REFUSE SERVICE - REFUSE	7,444.54
MICHIGAN MUNICIPAL ELECTRIC AS	00283	REGISTRATION FOR MMEA CONFERENCE - ELECTRIC	1,000.00
FLEIS & VANDENBRINK	00153	2013 WATER RELIABILITY STUDY - WATER	500.01
HASSELBRING-CLARK	02073	QTRLY MA COPY MACH-POL, FIRE, CODE, AMB	133.00
MHR BILLING	01780	AUGUST BILL SERVICE - AMBULANCE	1,080.00
MICHIGAN COMPANY, INC.	00273	BATH TISSUES/PAPER TOWEL - CEMETERY	531.29
NATIONAL SAFETY COMPLIANCE	01958	MI LABOR LAW POSTERS - VARIOUS DEPTS	74.70
FOSTER BLUE WATER OIL, LLC	02301	GALLONS OF GAS - CEMETERY, PARKS	537.48
DIVERSIFIED FARMS, LLC	02285	LABOR TO ASSEMBLE/INSTALL VATOR DOOR - MTR POO	450.00
REED & HOPPES, INC.	00390	TOWING INTERNATIONAL DUMP TRUCK TO LANSING-MTR	150.00
OLD DOMINION BRUSH	00341	HOSE BAND, HOSE COLLAR, BLOWER ADAPTOR -MTR POOL	1,288.26
GREAT LAKES COATINGS	00178	PALLETS - HOT RUBBERIZED CRACK SEALANT - LOC S	2,776.00
HYDRO DESIGNS, INC.	01308	INSPECTION & REPORTING - WATER	465.00
CHROUCH COMMUNICATION, INC.	00082	MAINT CONTRACTS - ELECTRIC	78.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET - PARKS	160.00
WEX BANK	02181	MOTOR FUEL - ELECTRIC, MOTOR POOL	8,389.55

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	2,142.50
B&W AUTO SUPPLY, INC.	00030	SUPPLIES, PARTS - ELECTRIC, MTR POOL	1,653.24
SLICK SHIRTS SCREEN PRINTING	02003	ROLLER HOCKEY SHIRTS- RECREATION	60.00
SLICK SHIRTS SCREEN PRINTING	02003	RIVER TRAIL RUN TSHIRTS- RECREATION	273.75
SLICK SHIRTS SCREEN PRINTING	02003	SOCCER SHIRTS - RECREATION	857.00
SLICK SHIRTS SCREEN PRINTING	02003	FLAG FOOTBALL SHIRTS - RECREATION	329.00
TOM'S FOOD CENTER	00452	SUPPLIES - VARIOUS DEPTS	706.19
CITY OF PORTLAND-PETTY CASH	00701	POSTAGE, MILEAGE REIMB - GEN, INCOME TAX,ELEC,	948.57
MICHIGAN ASSN OF CHIEFS POLICE	00266	2014 CHIEF SCHOOL - SCHOOL	995.00
STAPLES BUSINESS ADVANTAGE	00426	PAPER, INK, SUPPLIES - VARIOUS DEPTS	426.35
UTILITY CONSULTING GROUP, LLC	00465	CALCULATE PCA FACTOR - ELECTRIC	225.00
ED FILTER	00540	UMPIRES - REC	138.00
BRIAN RUSSELL	00593	UMPIRES - REC	207.00
TAYLOR WILCOX	02159	SCOREKEEPERS - REC	32.50
LAUREN RUSSELL	02134	SCOREKEEPERS - REC	58.50
OWEN RUSSELL	02249	SCOREKEEPERS - REC	13.00
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	6,185.50
MUNICIPAL ADVISORY COUNCIL OF MI	02067	OVERLAPPING DEBT INFO FOR THE YEAR END 12/2014	100.00
TRITECH FORENSICS	MISC	DISPOSABLE FARA MULTIPAK WITH LABELS- POLICE	65.59
GANNETT MICHIGAN NEWSPAPERS	00236	AUGUST LEGAL NOTICES - GEN, CODE, ELECTRIC	537.49
MCFADDEN LAW OFFICE PLLC	02299	LEGAL SERVICE - POLICE	195.50
ABRAHAM & GAFFNEY, P.C.	00002	PROGRESS BILLING FOR AUDIT YEAR ENDED 6/30/14-	12,000.00
FLEIS & VANDENBRINK	00153	FEMA FLOOD PLAIN ASSIST & WWTP ASSIST RAW SEWA	594.93
FLEIS & VANDENBRINK	00153	2014 ST IMPROVEMENTS/CONSTRUCTION ENGINEERING-	33,881.51
Total:			\$123,127.76

**B WEEKLY  
WAGE REPORT  
September 15, 2014**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	12,582.07	63,854.10	932.25	27,812.48	91,666.58
ASSESSOR	1,147.95	6,942.09	87.82	2,567.69	9,509.78
CEMETERY	3,281.67	25,549.82	249.56	9,392.74	34,942.56
POLICE	14,596.86	87,518.97	1,380.59	28,427.26	115,946.23
CODE ENFORCEMENT	1,153.21	4,048.07	88.20	1,372.32	5,420.39
PARKS	2,293.42	18,894.53	174.35	4,389.55	23,284.08
INCOME TAX	1,559.63	9,848.45	103.40	6,124.18	15,972.63
MAJOR STREETS	4,022.48	19,129.06	289.71	13,066.90	32,195.96
LOCAL STREETS	1,587.90	11,314.96	115.13	8,870.48	20,185.44
RECREATION	1,794.01	11,014.83	133.44	5,629.14	16,643.97
AMBULANCE	9,523.06	56,521.20	928.79	13,312.36	69,833.56
DDA	-	-	-	-	-
ELECTRIC	18,689.64	94,434.03	1,408.57	51,061.56	145,495.59
WASTEWATER	9,016.47	50,358.16	685.39	28,543.09	78,901.25
WATER	4,104.33	30,708.10	435.79	16,036.27	46,744.37
MOTOR POOL	1,542.94	7,344.14	113.71	5,346.14	12,690.28
<b>TOTALS:</b>	<b>86,895.64</b>	<b>497,480.51</b>	<b>7,126.70</b>	<b>221,952.16</b>	<b>719,432.67</b>



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PERIOD ENDING 09/30/2014

GL NUMBER	DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	09/30/2014 (ABNORMAL)	MONTH 09/30/2014 (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	986,400.00	204,506.24	0.00	781,893.76	20.73
101-000-428.000	PILOT-GOLDEN BRIDGE MANOR	1,300.00	0.00	0.00	1,300.00	0.00
101-000-445.000	PENALTY & INTEREST	8,000.00	19.73	0.00	7,980.27	0.25
101-000-445.022	1994A SPEC ASSESS - INTEREST	200.00	112.49	112.49	87.51	56.25
101-000-447.000	TAX COLLECTION FEES	42,120.00	5,782.46	0.00	36,337.54	13.73
101-000-448.000	SPECIAL ASSESSMENT FEES	15.00	9.12	9.12	5.88	60.80
101-000-451.000	BUSINESS PERMITS	250.00	75.00	0.00	175.00	30.00
101-000-453.000	CABLE TV FEES	28,000.00	7,482.24	0.00	20,517.76	26.72
101-000-455.000	TRAILER FEES	500.00	300.00	33.00	200.00	60.00
101-000-476.000	NON-BUSINESS PERMITS	2,000.00	(54.00)	(4,447.00)	2,054.00	(2.70)
101-000-490.000	PREPAID UTILITY BILLS-EL,WA,WW	0.00	0.00	0.00	0.00	0.00
101-000-501.000	CHRC-FEDERAL STIMULUS GRANT	0.00	0.00	0.00	0.00	0.00
101-000-510.000	COPS-CHRP GRANT	0.00	0.00	0.00	0.00	0.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	1,200.00	0.00	0.00	1,200.00	0.00
101-000-570.000	LIQUOR FEES	3,200.00	0.00	0.00	3,200.00	0.00
101-000-575.000	REVENUE SHARING-CONST SALES	299,879.00	0.00	0.00	299,879.00	0.00
101-000-576.000	REVENUE SHARING-STAT SALES	105,741.00	0.00	0.00	105,741.00	0.00
101-000-577.000	CONTRIBUTION FROM STATE -GRANT	0.00	0.00	0.00	0.00	0.00
101-000-620.000	PBT TESTING FEES	5,000.00	1,270.00	0.00	3,730.00	25.40
101-000-622.000	DEVELOPMENT AND REVIEW FEES	0.00	0.00	0.00	0.00	0.00
101-000-623.000	TRANSCRIPT FEES	1,000.00	60.50	0.00	939.50	6.05
101-000-624.000	MISCELLANEOUS FEES	0.00	0.49	0.00	(0.49)	100.00
101-000-628.000	ADMINISTRATIVE CHARGES	318,857.00	53,174.00	0.00	265,683.00	16.68
101-000-629.000	TOWNSHIP FIRE FEES	0.00	0.00	0.00	0.00	0.00
101-000-630.000	CEMETERY LOT SALES	3,500.00	1,300.00	550.00	2,200.00	37.14
101-000-633.000	CEMETERY CARE FEES	2,000.00	2,077.40	0.00	(77.40)	103.87
101-000-634.000	GRAVE OPENING FEES	10,000.00	1,650.00	0.00	8,350.00	16.50
101-000-656.000	DISTRICT COURT FINES	13,000.00	3,217.66	0.00	9,782.34	24.75
101-000-661.000	PARKING FINES	2,400.00	60.00	0.00	2,340.00	2.50
101-000-662.000	DRUG FORFEITURE MONEY	0.00	1,272.00	0.00	(1,272.00)	100.00
101-000-663.000	MISCELLANEOUS FINES	2,500.00	850.00	90.00	1,650.00	34.00
101-000-664.000	SEX OFFENDER REGISTRATION FEES	0.00	0.00	0.00	0.00	0.00
101-000-665.000	INTEREST INCOME	400.00	35.92	0.00	364.08	8.98
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	200.00	19.88	0.00	180.12	9.94
101-000-665.003	INTEREST INCOME-CURRENT TAX	0.00	0.00	0.00	0.00	0.00
101-000-667.000	RENTAL INCOME	8,300.00	305.00	0.00	7,995.00	3.67
101-000-669.000	PRINCIPAL PAYMENT	0.00	0.00	0.00	0.00	0.00
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
101-000-676.002	DONATION - POLICE EXPLORERS	0.00	0.00	0.00	0.00	0.00
101-000-676.003	DONATIONS-DOG PARK	0.00	0.00	0.00	0.00	0.00
101-000-676.004	DONATION-RED MILL BUILDING	2,000.00	0.00	0.00	2,000.00	0.00
101-000-676.005	DONATION - DARE	0.00	0.00	0.00	0.00	0.00
101-000-676.006	DONATION - PARKS	0.00	0.00	0.00	0.00	0.00
101-000-676.007	DONATION - PORTLAND TWP	0.00	0.00	0.00	0.00	0.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	750.00	576.90	0.00	173.10	76.92
101-000-678.002	REIMBURSEMENTS-AMBULANCE COLL.	0.00	0.00	0.00	0.00	0.00
101-000-678.003	REIMBURSEMENTS-RAILROAD LEASES	0.00	0.00	0.00	0.00	0.00
101-000-678.004	REIMBURSEMENTS-PATROL	0.00	0.00	0.00	0.00	0.00
101-000-678.005	REIMBURSEMENTS-WORKER'S COMP	0.00	0.00	0.00	0.00	0.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	11,000.00	3,502.75	70.04	7,497.25	31.84
101-000-678.007	REIMBURSEMENTS-PAMA	1,000.00	0.00	0.00	1,000.00	0.00
101-000-678.008	REIMBURSEMENTS-RETIREE HEALTH	0.00	0.00	0.00	0.00	0.00
101-000-678.009	REIMBURSEMENTS-RETIREE LIFE	0.00	0.00	0.00	0.00	0.00
101-000-683.022	1994A SPEC ASSESS - PRINCIPAL	1,100.00	800.12	800.12	299.88	72.74
101-000-694.000	SALE OF LAND	0.00	0.00	0.00	0.00	0.00
101-000-698.000	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00

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PERIOD ENDING 09/30/2014

GL NUMBER	DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2014 (ABNORMAL)	MONTH 09/30/2014 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-698.002	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
101-000-699.001	TRANSFER FROM VOL FIRE DEPT.	0.00	0.00	0.00	0.00	0.00
101-000-699.105	CONTRIBUTION FROM INCOME TAX	0.00	0.00	0.00	0.00	0.00
101-000-699.403	TRANSFER FROM DNR/MDOT GRANT	0.00	0.00	0.00	0.00	0.00
101-000-699.406	TRANSFER FROM BOARDWALK FUND	0.00	0.00	0.00	0.00	0.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	49,792.00	0.00	0.00	49,792.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.812	TRANSFER FROM SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues		1,975,132.00	288,405.90	(2,782.23)	1,686,726.10	14.60
Expenditures						
100	COUNCIL	97,733.00	60,000.00	0.00	37,733.00	61.39
101	COMMUNITY PROMOTIONS	293,475.25	61,745.13	2,067.30	231,730.12	21.04
172	CITY MANAGER	134,804.00	38,930.77	15,449.87	95,873.23	28.88
191	ELECTIONS	7,105.00	1,833.65	0.00	5,271.35	25.81
201	GENERAL ADMINISTRATION	339,512.00	90,589.59	20,512.84	248,922.41	26.68
209	ASSESSING	51,088.00	8,696.53	3,231.29	42,391.47	17.02
265	CITY HALL	58,133.00	7,023.68	757.17	51,109.32	12.08
276	CEMETERY	157,205.00	34,475.54	10,567.87	122,729.46	21.93
301	POLICE	680,028.00	127,035.00	38,247.11	552,993.00	18.68
336	FIRE	0.00	0.00	0.00	0.00	0.00
371	CODE ENFORCEMENT	38,304.00	9,319.76	2,220.56	28,984.24	24.33
728	ECONOMIC DEVELOPMENT	8,000.00	1,193.08	700.00	6,806.92	14.91
751	PARKS	147,490.00	25,191.26	7,085.45	122,298.74	17.08
999		0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		2,012,877.25	466,033.99	100,839.46	1,546,843.26	23.15
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		1,975,132.00	288,405.90	(2,782.23)	1,686,726.10	14.60
TOTAL EXPENDITURES		2,012,877.25	466,033.99	100,839.46	1,546,843.26	23.15
NET OF REVENUES & EXPENDITURES		(37,745.25)	(177,628.09)	(103,621.69)	139,882.84	470.60
TOTAL REVENUES - FUND 101						
TOTAL REVENUES - FUND 101		1,975,132.00	288,405.90	(2,782.23)	1,686,726.10	
TOTAL EXPENDITURES - FUND 101		2,012,877.25	466,033.99	100,839.46	1,546,843.26	
NET OF REVENUES & EXPENDITURES		(37,745.25)	(177,628.09)	(103,621.69)	139,882.84	

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PERIOD ENDING 09/30/2014

GL NUMBER	DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	09/30/2014 NORMAL (ABNORMAL)	MONTH 09/30/2014 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	706,400.00	0.00	0.00	706,400.00	0.00
	TOTAL EXPENDITURES	696,687.00	512,436.48	26,986.05	184,250.52	73.55
	NET OF REVENUES & EXPENDITURES	9,713.00	(512,436.48)	(26,986.05)	522,149.48	5,275.78
Fund 150 - CEMETERY PERPETUAL CARE FUND						
Fund 150 - CEMETERY PERPETUAL CARE FUND:						
	TOTAL REVENUES	2,500.00	800.00	300.00	1,700.00	32.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	2,500.00	800.00	300.00	1,700.00	32.00
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	235,000.00	0.00	0.00	235,000.00	0.00
	TOTAL EXPENDITURES	326,510.95	45,744.71	13,520.54	280,766.24	14.01
	NET OF REVENUES & EXPENDITURES	(91,510.95)	(45,744.71)	(13,520.54)	(45,766.24)	49.99
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	1,166,788.00	318,067.36	79,670.70	848,720.64	27.26
	TOTAL EXPENDITURES	1,160,909.00	338,409.21	7,425.60	822,499.79	29.15
	NET OF REVENUES & EXPENDITURES	5,879.00	(20,341.85)	72,245.10	26,220.85	346.01
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	146,950.00	16,520.45	383.50	130,429.55	11.24
	TOTAL EXPENDITURES	135,202.00	25,685.97	8,837.52	109,516.03	19.00
	NET OF REVENUES & EXPENDITURES	11,748.00	(9,165.52)	(8,454.02)	20,913.52	78.02
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	536,430.00	124,927.53	100.00	411,502.47	23.29
	TOTAL EXPENDITURES	531,273.00	87,166.31	21,540.01	444,106.69	16.41
	NET OF REVENUES & EXPENDITURES	5,157.00	37,761.22	(21,440.01)	(32,604.22)	732.23
Fund 245 - MSHDA LOFT FUND						
Fund 245 - MSHDA LOFT FUND:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	311,000.00	5,025.28	0.00	305,974.72	1.62
	TOTAL EXPENDITURES	347,352.80	14,570.26	0.00	332,782.54	4.19
	NET OF REVENUES & EXPENDITURES	(36,352.80)	(9,544.98)	0.00	(26,807.82)	26.26
Fund 404 - CAPITAL IMPROVEMENT-RED MILL PAVILION						
Fund 404 - CAPITAL IMPROVEMENT-RED MILL PAVILION:						
	TOTAL REVENUES	0.00	15,000.00	0.00	(15,000.00)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	15,000.00	0.00	(15,000.00)	100.00

User: NIKKI  
DB: Portland

PERIOD ENDING 09/30/2014

GL NUMBER	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 09/30/2014 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2014 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 405 - WELLHEAD IMPROVEMENT FUND						
Fund 405 - WELLHEAD IMPROVEMENT FUND:						
TOTAL REVENUES		3,000.00	0.00	0.00	3,000.00	0.00
TOTAL EXPENDITURES		3,000.00	0.00	0.00	3,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT						
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		645,000.00	363,796.98	73,796.98	281,203.02	56.40
NET OF REVENUES & EXPENDITURES		(645,000.00)	(363,796.98)	(73,796.98)	(281,203.02)	56.40
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
TOTAL REVENUES		101,200.00	26,349.81	8,728.60	74,850.19	26.04
TOTAL EXPENDITURES		93,600.00	16,816.29	600.00	76,783.71	17.97
NET OF REVENUES & EXPENDITURES		7,600.00	9,533.52	8,128.60	(1,933.52)	125.44
Fund 528						
Fund 528:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
TOTAL REVENUES		3,885,125.00	661,055.71	327,758.06	3,224,069.29	17.02
TOTAL EXPENDITURES		4,037,247.50	678,395.96	144,841.50	3,358,851.54	16.80
NET OF REVENUES & EXPENDITURES		(152,122.50)	(17,340.25)	182,916.56	(134,782.25)	11.40
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
TOTAL REVENUES		878,000.00	194,496.75	59,284.70	683,503.25	22.15
TOTAL EXPENDITURES		875,660.00	137,614.23	27,805.68	738,045.77	15.72
NET OF REVENUES & EXPENDITURES		2,340.00	56,882.52	31,479.02	(54,542.52)	2,430.88
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
TOTAL REVENUES		586,450.00	107,927.58	50,445.70	478,522.42	18.40
TOTAL EXPENDITURES		901,482.30	258,770.04	16,437.68	642,712.26	28.70
NET OF REVENUES & EXPENDITURES		(315,032.30)	(150,842.46)	34,008.02	(164,189.84)	47.88
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
TOTAL REVENUES		416,170.00	194,364.00	0.00	221,806.00	46.70
TOTAL EXPENDITURES		411,476.22	50,559.01	7,425.00	360,917.21	12.29
NET OF REVENUES & EXPENDITURES		4,693.78	143,804.99	(7,425.00)	(139,111.21)	3,063.74
Fund 662 - INTERNAL SERVICE FUND						
Fund 662 - INTERNAL SERVICE FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 09/30/2014

GL NUMBER	DESCRIPTION	2014-15		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	09/30/2014 (ABNORMAL)	MONTH 09/30/2014 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 812 -	SPECIAL ASSESSMENT FUND								
Fund 812 -	SPECIAL ASSESSMENT FUND:								
	TOTAL REVENUES	0.00		0.00		0.00		0.00	0.00
	TOTAL EXPENDITURES	0.00		0.00		0.00		0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00		0.00		0.00		0.00	0.00
	TOTAL REVENUES - ALL FUNDS	8,975,013.00		1,664,534.47		526,671.26		7,310,478.53	18.55
	TOTAL EXPENDITURES - ALL FUNDS	10,165,400.77		2,529,965.45		349,216.56		7,635,435.32	24.89
	NET OF REVENUES & EXPENDITURES	(1,190,387.77)		(865,430.98)		177,454.70		(324,956.79)	72.70



DATE: September 12, 2014

REPORT OF FUNDS IN DDA AS OF:

PRINCIPAL & INTEREST ACCOUNT

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>08/14/14</u>	\$ 130,368.51
INTEREST EARNED:	\$ 5.19
DEPOSITS:	\$ 80,000.00
Transfer from Regular Account for Bond Principal and Interest Escrow	
CHECKS WRITTEN:	\$ (205,595.74)
CK# 225 PNC BANK, N.A.-Bond principal and interest payment	
NEW BALANCE: <u>09/18/14</u>	<u>\$ 4,777.96</u>

REGULAR ACCOUNT

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>08/14/14</u>	\$ 26,973.21
INTEREST EARNED:	\$ 1.83
DEPOSITS:	
8/25/2014 PROCEEDS FROM 2014 WINE THE WALK	\$ 3,908.00
9/12/2014 2014 WINE THE WALK SPONSORSHIP	\$ 100.00
9/12/2014 REIMB. FROM ALLIANCE BEVERAGE FOR BOTTLE RETURNS FROM WINE THE WALK	\$ 328.07
9/16/2014 PARTIAL TRANSFER #1 FROM DDA TAX CAPTURE	\$ 100,000.00

CHECKS WRITTEN:

CK NO.	PAYEE	AMOUNT
1386	CONSTANT CONTACT-Email marketing	\$ 186.00
1387	PERFORATED PAPER.COM-Ticket stock for Portland Pay Day	\$ 216.93
1388	ALLGRAPHICS CORPORATION-T-shirts for Wine the Walk	\$ 231.00
1389	EQUINE PROFESSIONALS, LLC-Carriage rides for Holidayfest	\$ 450.00
1390	PATRICIA PERRY-Portland Pay Day supplies, conference registration, misc. supp.	\$ 223.70
1391	PATRICIA PERRY-Manager salary for month	\$ 2,500.00
1392	CITY OF PORTLAND-Postage, On The Street, supplies for Wine the Walk, Volun. Recog.	\$ 375.17

TRANSFER TO DDA PRINCIPAL AND INTEREST ESCROW ACCOUNT	\$ (80,000.00)
TOTAL EXPENSES:	\$ (4,182.80)
NEW BALANCE: <u>09/18/14</u>	<u>\$ 47,128.31</u>

# Commercial Loan Statement

Direct any questions regarding your statement to the above address.

CITY OF PORTLAND  
 259 KENT STREET  
 PORTLAND MI 48875

Portfolio	Obligation	Obligor	Interest Paid Year to Date
010	605305547	34276904	5,506.62
Maturity Date	Billed Date	Due Date	Total Amount Due
10/01/16	09/05/14	10/01/14	205,595.74

Payment must be made in the amount indicated in the "Total Amount Due" section above to avoid additional interest and/or delinquency charges.

## Loan Summary

Previous Interest Due	Interest Debits and Credits	Current Interest Due	Total Interest Due	Total Fees Due
5,506.62	5,506.62	5,595.74	5,595.74	0.00
Previous Principal Due	Principal Debits and Credits	Current Principal Due	Total Principal Due	Total Late Charges Due
175,000.00	0.00	200,000.00	200,000.00	0.00

## Activity Detail

Date	Tran Description	Interest Rate	Fee Amount	Principal Amount	Principal Balance	Days	Interest
04/01/14	Balance Forward	1.720000			640,000.00		5,506.62
09/04/14	Interest Paymt	1.720000			640,000.00		5,506.62
10/01/14	Int. Accrual	1.720000			640,000.00	183	5,595.73

**Shelley Perry**

**From:** Constant Contact Billing [billing@constantcontact.com]  
**Sent:** Friday, September 05, 2014 12:35 PM  
**To:** ddainstreet@portland-michigan.org  
**Subject:** Constant Contact Billing Activity



**Billing Statement**

Portland Main Street  
Attn.: City of Portland  
259 Kent Street  
Portland, MI 48875  
US  
5176475027

**Today's Date:** 09/05/2014  
**User Name:** portlandmainstreet

Below is a list of invoices and payment receipts issued for your account.  
Your Account Balance can be viewed at any time on the My Account screen.

Date	Description	Charge Amount	Credit Amount
09/05/2014	Invoice #1409934806837 Email Marketing 0 - 500 Contacts, Prepay for 30% Off Maximum Number of Contacts This Billing Period: 219	\$10.50 USD	

*\$10.50 per month / 6 months*

**Billing questions?** Please call Customer Support at (855) 229-5506  
Constant Contact - 1601 Trapelo Road, Suite 329 - Waltham, MA 02451

*+ 115.50 past due*  
*+ tx*  
*\$186.00 on card*

**INVOICE**

Please pay from this invoice. No statement will be sent.

**Elk River Systems, Inc.**  
**Payment Coupon**  
**Shelly Perry**  
City of Portland  
259 Kent Street  
Portland, MI 48875  
United States

**Balance Due:** \$216.93  
**Due Date:** 9/10/2014  
**Bill Date:** 8/11/2014  
**Purchase Order Number:** 20140811-  
verbal  
**Order Number:** 9657815

Please make checks payable to:

Elk River Systems, Inc.  
PO Box 6934  
Harlowton MT, 59036

-----  
Please detach and return the top portion with your payment

**INVOICE**

**Customer ID:** 135986  
**Order Number:** 9657815  
**Order Date:** 8/11/2014

**PURCHASE ORDER:** 20140811-verbal  
**PAYMENT TERM:** Net 30 Days

**Billing Information**

**Purchase Order:** 20140811-verbal  
**Shelly Perry**  
City of Portland  
259 Kent Street  
Portland, MI 48875  
United States  
Phone Number: 517-647-2933  
ddamainstreet@portland-michigan.org

**Shipping Information**

Shelly Perry  
City of Portland  
259 Kent Street  
Portland, MI 48875  
United States  
Phone Number: 616-558-5863  
ddamainstreet@portland-michigan.org

Model	Product Name	Quantity	Price
PP_4x2_8.5x11	<b>4 cols x 2 rows 8.5"x11"</b> <b>Size:</b> 8.5"x11" <b>Paper/Media:</b> Vellum Bristol - 67 lb - White <b>Layout:</b> 4 Columns x 2 Rows <b>Even Perfs:</b> 3 Verticals x 1 Horizontals <b>Stub:</b> Yes	1500	\$128.83

**Subtotal:** **\$128.83**

Additional Fees and Discounts

**Additional Shipping Fee** \$61.38  
*Upgrade to 2nd day air*

**Shipping Method**

**UPS 2nd Day Air** \$26.72  
259 Kent Street  
Portland, MI 48875

**Total: \$216.93**

**Thank you for your business, we hope that you choose Elk River Systems again in the future!**

[www.elkriversystems.com](http://www.elkriversystems.com) | [www.ticketprinting.com](http://www.ticketprinting.com) | [www.perforatedpaper.com](http://www.perforatedpaper.com)

ALLGRAPHICS CORPORATION  
 28960 E. KING WILLIAM DRIVE  
 FARMINGTON HILLS, MI 48331

Phone # 248-352-7575

Fax # 248-994-0264

Date	Invoice #
8/12/2014	1131

E-mail-aligraphicscorp1@aol.com

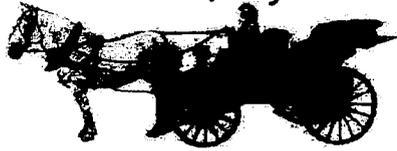
Bill To
PORTLAND DOWNTOWN DEVELOPMENT AUTHORITY 259 KENT STREET PORTLAND, MICHIGAN 48875 att.SHELLEY

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		8/12/2014	UPS		

Quantity	Item Code	Description	Price Each	Amount
60	0	ALL SHIRTS PRINTED FOR WINE WALK 2014 #5000 BLACK HEATHER T-SHIRTS PRINTED BLACK 10M, 25L, 25XL-	3.85	231.00
WE THANK YOU FOR ALLOWING US TO SERVE YOU. 1 1/2% INTEREST ON OVERDUE ACCOUNTS OVER 30 DAYS.				
			<b>Total</b>	\$231.00

Crystal Falls  
Horse and Carriage  
Company



\$ 2150.00  
~~2100.00~~  
down payment

**Contract for Horse-Drawn Carriage Services**

This contract is subject to the terms and conditions printed here. Please read carefully!

**Service Provided by:**

Crystal Falls Horse and Carriage Co.  
A division of Equine Professionals, LLC  
12734 S. Godfrey Road  
Morrice, MI 48857

Service Provided For: Portland Main Street - HOLIDAY FEST - Fri + Sat. Nov 21 + 22  
 Print Home Address: 259 KENT ST PORTLAND MI 48875  
 Phone(s): 517 647 5027 616 558 5863 Email Address: ddmainstreet@portland-michigan.org  
 Quoted Price: \$900.00 Down Payment Paid: \$100.00 2150.00 Date Paid: \_\_\_\_\_  
 Balanced Due: \_\_\_\_\_ Date of Event: Nov 21, 22 Time of Pickup: \_\_\_\_\_  
 Place of Pickup: \* 1 horse + carriage, giving rides on both days PLUS the parade on  
 Destination: Nov 22 at 6:00. Service fee total includes mileage.  
 Special Request: \* (Nov 21 6 - 9:00 PM, Nov 22 2 - 5:00 PM + 6:00 PARADE)  
 Type of Carriage: \_\_\_\_\_  
 Number of Carriages Needed: 1 Number of Adults: \_\_\_\_\_ Number of Children: \_\_\_\_\_

A 50% deposit of the purchase price is required to secure your date. If purchaser cancels this contract, for the Crystal Falls Horse and Carriage Co. service less than 30 days prior to the date of service, the purchaser shall be responsible for the entire purchase price quoted for the event. **Make checks payable to: Equine Professionals LLC.**

Balance due on the date, and time of service. Payment must be made to Equine Professionals, LLC. If any payment is not made when due, interest shall accrue at the rate of 18% APR (1.5% monthly) on the outstanding balance.

In the event that payment is not made when due, the purchaser (undersigned) shall be in default and shall be responsible for all cost of collection incurred by the Crystal Falls Horse and Carriage Co., including but not limited to: any collection agency fees, attorney fees, and court costs.

Gratuities are not included but are most appreciated by our drivers and attendants.

The Crystal Falls Horse and Carriage Co. acknowledges the amount received of \$ \_\_\_\_\_ upon the date of \_\_\_\_\_. The person(s) acting through the undersigned represent(s) and warrant(s) that he/she is duly authorized to execute this agreement and hereby agrees to payments affirmed above.

The undersigned further acknowledged that he/she has received a copy of the contract for the Crystal Falls Horse and Carriage Co. and agrees to the terms and conditions there on. The agreement cannot be cancelled except as stated in such terms and conditions.

**Please sign and date here:**

Signature: Patricia M. Perry Date: 9-5-2014

Thank you for your business  
God Bless -  
Jenny Kurz - Owner/Operator: \_\_\_\_\_ Date: \_\_\_\_\_



AUTO PARTS

E & W AUTOMOTIVE  
828 E GRAND RIVER AVE  
PORTLAND MI 48875  
517-647-4171

PAGE 1 OF 1  
REF# 281957

HOW ARE WE DOING?  
CALL CARQUEST VOICE OF THE CUSTOMER  
877-735-2233



21201406270496800002222770000281957692

ANY PRODUCT RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS RECEIPT.

SEE CARQUEST STORE FOR DETAILS OF THE COAST TO COAST GUARANTEE.

CARQUEST PREFERRED CUSTOMER  
THE RIGHT PARTS  
AT THE RIGHT PRICE

CARQUEST PREFERRED CUSTOMER  
THE RIGHT PARTS  
AT THE RIGHT PRICE

SRV. ACH. NO.	CUSTOMER NO.	DATE	CUST. P.O. NO.			SALES ID	TEAMMATE ID	FORM OF PYMT.	
4868-222277	110001	06/27/14					RB 302	VISA	
MFG. PART NUMBER			ORDERED	SHIPPED	LIST PRICE	NET	NET CORE	EXT. AMOUNT	TAX
1 MMM 38808 3M SPRAY ADHESIVE			1	1	29.97	17.98	0.00	17.98	Y/Y
WARRANTY DISCLAIMER: The manufacturer's warranty, if any, constitutes the only warranty with respect to the sale of all goods. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller does not authorize any person to grant any warranty or assume any liability by Seller.									
SHIP VIA	DELV. TIME	DELV. ID	FREIGHT	TAXABLE AMT.	SALES TAX	TOTAL CORE		PREV. DEPOSIT	
				17.98	1.08				

02:18 PM

RECEIVED BY X

19.06

CUSTOMER COPY

PAY THIS AMOUNT

19.06

\*\*\*\*\*9993  
 SALE BATCH: 008390  
 DATE: Jun 27, 14  
 SEQ: 0016  
 INVOICE 324113876  
 TIME: 14:18  
 AUTH: 05611B  
 TOTAL \$19.06  
 PATRICIA PERRY  
 CUSTOMER COPY

TERMINAL ID : 04659007  
 MERCHANT #: 215167390990  
 VISA

MAYNES B & W AUTO SUP  
 828 E GRAND RIVER AVE  
 PORTLAND, MI 48875

PURCHASE ORDER

CITY OF PORTLAND

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

TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

QUANTITY	DESCRIPTION	PRICE	AMOUNT

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

ACKNOWLEDGEMENT

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



# Marketplace

Lansing/Saginaw Hwy  
5912 W. Saginaw  
Lansing, MI 48917  
(517) 886-5565  
www.gfsmarketplace.com

Popcorn Bag 1.5oz	6.49	T
3587601		
Popcorn All In One	28.49	
7611600		
Chddr Popcorn Seas	5.99	
2273711		
TAX	0.39	
**** BALANCE	41.36	
*****2655		
APPROVED JvGS01580802179	\$5	
Debit	41.36	
CHANGE	0.00	
TOTAL NUMBER OF ITEMS SOLD =	3	
08/28/14 09:57am 158 2 235 58455		



80015800202351408280957

Store 158 Lane 2  
Transaction 235 Operator 58455

41.36

- TX 39

\* \$ 40.97 \*

You could win \$500  
in FREE groceries!

Please visit  
[www.gfsmarketplace.com/survey](http://www.gfsmarketplace.com/survey)  
and tell us how we are doing

Survey must be completed  
within 72 hours.

### No Purchase Necessary.

Open to all legal residents of MI, WI,  
IL, IN, OH, PA, KY, TN, MO and FL who  
have the age of majority in his or her  
state of residence at the time of  
entry. See website for Official Rules.

Buy Fundraising Candy Online  
[www.GFSfundraisings.com](http://www.GFSfundraisings.com)



# REGISTRATION AND RECEIPT

Issued by authority of Part 5 of Act 451, PA 1994 as amended

STATE RAM CONF CENTER  
104 CONSERVATION DR  
ROSCOMMON, MI. 48063-9575  
989-821-6200

Merchant ID: 8006975984  
Term ID: 0075420008006975984001

## Sale

XXXXXXXXXXXX9093  
VISA Entry Method: Swiped  
Total: \$ 166.95  
09/07/14 16:30:46  
Inv #: 000005 Appr Code: 014008  
Apprvd: Online Batch#: 000362

Customer Copy  
THANK YOU!

7.69  
166.95  

---

174.64  
- TX .44  

---

174.20  
- TX 9.45

**\* TOTAL \$164.75 \***

Conference Dates 9/9-9/14	Cashier Initials SW	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit Card
Registrant Name Perry			
Organization Name MHSDA			

### A 71515

DISTRIBUTION: Original - Customer, Copy - RAM

PR3161 (Rev. 08/07/2006)



STATE RAN CONF CENTE  
 104 CONSERVATION DR  
 ROSCOMMON, MI, 48653-9575  
 989-821-6200

Merchant ID: 8006975984  
 Term ID: 0075420008006975984001

**Sale**

XXXXXXXXXXXX9093  
 VISA Entry Method: Swiped  
 Total: \$ 7.69  
 09/09/14 14:50:33  
 Inv #: 000002 Appr Code: 010388  
 Apprvd: Online Batch#: 000364

Customer COPY  
 THANK YOU!

Conference Dates 9/7-9/9/14	Cashier Initials je	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit Card
Registrant Name Perry		<input type="checkbox"/> Check	
Organization Name NASH			

**A 71476**

DISTRIBUTION: Original - Customer, Copy - RAM

PR3161 (Rev 08/07/2006)

PURCHASE ORDER

CITY OF PORTLAND

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

TO

SHIP TO

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

QUANTITY	DESCRIPTION	PRICE	AMOUNT

NOT FOR RESALE  FOR RESALE

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

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

ACKNOWLEDGEMENT

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

Date	Invoice	Description/Detail	Amount
08-27/2014	STATEMENT	CONFERENCE, COMPUTER MEMORY - CITY MGR, ASSES	
	101-172-727.000	OFFICE SUPPLIES	75.51
	101-299-960.000	EDUCATION & TRAINING	439.90
	101-728-956.000	MISCELLANEOUS EXPENSES	183.78

^  
 #29.97 = www.land1.com  
 + 153.81 = Pady City  
 #183.78

Total: 698.19

PRINTING SYSTEMS • Grand Rapids, MI • 1-800-95-12345

CITY OF PORTLAND • PORTLAND, MICHIGAN 48875

FOR THE CITY OF PORTLAND, MICHIGAN, I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF THE ACCOUNTS OF THE CITY OF PORTLAND, MICHIGAN, FOR THE MONTH OF SEPTEMBER, 2014.

CITY OF PORTLAND  
 255 KENT STREET  
 PORTLAND, MICHIGAN 48875

THE HUNTINGTON NATIONAL BANK  
 GRAND RAPIDS, MICHIGAN  
 74-347 / 724

036209

Date: 09/01/14

AMOUNT  
 \$698.19

\*\*\*Six Hundred Ninety-Eight and 19/100 Dollars\*\*\*\*\*

THE  
 REAR  
 OF  
 BUSINESS CARD  
 P. O. BOX 15796  
 WILMINGTON

DE 19886-5796

CITY OF PORTLAND - PAYING ACCOUNT

James Hansen  
 Monique Miller

AMMOP  
 AT  
 CLERK

FOR THE CITY OF PORTLAND, MICHIGAN, I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF THE ACCOUNTS OF THE CITY OF PORTLAND, MICHIGAN, FOR THE MONTH OF SEPTEMBER, 2014.

⑈036209⑈ ⑆072403473⑆ 01151128209⑈







Date	Invoice	Description/Detail	Amount
08/04/2014	2930720	PHONE SVC - CITY HALL	413.35
	101-172-851.000	TELEPHONE SERVICE	41.34
	101-201-851.000	TELEPHONE SERVICE	165.34
	101-209-851.000	TELEPHONE SERVICE	41.33
	101-251-851.000	TELEPHONE SERVICE	41.34
	101-728-956.000	MISCELLANEOUS EXPENSES	41.33
	105-254-851.000	TELEPHONE SERVICE	41.34
	208-690-851.000	TELEPHONE SERVICE	41.33

Total: 413.35

PRINTING SYSTEMS • Tel: 1-800-95-12345

CITY OF PORTLAND • PORTLAND, MICHIGAN 48875

CITY OF PORTLAND  
259 KENT STREET  
PORTLAND, MICHIGAN 48875

THE HUNTINGTON NATIONAL BANK  
GRAND RAPIDS, MICHIGAN  
14-3471724

036109

Date: 08/18/14

AMOUNT  
\$413.35

\*\*\*Four Hundred Thirteen and 35/100 Dollars\*\*\*\*\*

CLEAR RATE COMMUNICATIONS  
PO BOX 27308

LANSING MI 48909

CITY OF PORTLAND - PAYING ACCOUNT

*James Hanner*  
*Monique Miller*

MAYOR

CLERK

# INVOICE

CITY OF PORTLAND  
259 KENT ST.  
PORTLAND, MI 48675

(517) 647-3211

DDA  
259 KENT ST.  
PORTLAND, MI 48875

Customer ID: 00017  
Invoice Number: 0000000882  
Service Date: 09/04/2014  
Invoice Date: 09/10/2014  
Due Date: 10/10/2014

Property Address:  
259 KENT ST.

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
1	ON THE STREET - SEPT 14	59.00	59.00
1	POSTAGE	11.04	11.04

Total Invoice:	70.04
Credits Applied:	0.00
Payments Applied:	0.00
Invoice Balance:	70.04

# INVOICE

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

(517) 647-3211

DDA  
259 KENT ST.  
PORTLAND, MI 48875

Customer ID: 00017  
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Service Date: 09/04/2014  
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Due Date: 10/10/2014

Property Address:  
259 KENT ST.



# INVOICE

CITY OF PORTLAND  
259 KENT ST.  
PORTLAND, MI 48875

(517) 647-3211

EDA  
259 KENT ST.  
PORTLAND, MI 48875

Customer ID: 00017  
Invoice Number: 0000000878  
Service Date: 08/18/2014  
Invoice Date: 08/20/2014  
Due Date: 09/22/2014

Property Address:  
259 KENT ST.

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
1	ELECTRIC - WINE THE WALK	12.09	12.09

Total Invoice:	12.09
Credits Applied:	0.00
Payments Applied:	0.00
Invoice Balance:	12.09

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

(517) 647-3211

EDA  
259 KENT ST.  
PORTLAND, MI 48875

# INVOICE

Customer ID: 00017  
Invoice Number: 0000000878  
Service Date: 08/18/2014  
Invoice Date: 08/20/2014  
Due Date: 09/22/2014

Property Address:  
259 KENT ST.



## REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD END 09/30/2014

GL NUMBER	DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR		AVAILABLE	EDGT USED
		AMENDED BUDGET	09/30/2014 NORMAL (ABNORMAL)	MONTH 09/30/2014 INCREASE (DECREASE)		BALANCE NORMAL (ABNORMAL)	
Fund 248 - DDA FUND							
Revenues							
Dept 000							
248-000-402.000	REAL PROPERTY TAXES						
248-000-551.000	RIVERSIDE FACADE GRANT	286,000.00	100,000.00	100,000.00		186,000.00	34.97
248-000-577.000	CONTRIBUTION FROM STATE -GRANT	0.00	0.00	0.00		0.00	0.00
248-000-665.000	INTEREST INCOME	0.00	0.00	0.00		0.00	0.00
248-000-674.000	CONTRIBUTION-PROPERTY OWNERS	0.00	14.30	0.00		0.00	0.00
248-000-678.005	REIMBURSEMENTS-WORKER'S COMP	0.00	0.00	0.00		(14.30)	100.00
248-000-678.006	REIMBURSEMENTS-MISCELLANEOUS	0.00	0.00	0.00		0.00	0.00
248-000-678.010	REIMBURSEMENTS-RIVERFEST	0.00	0.00	0.00		0.00	0.00
248-000-678.011	REIMBURSEMENTS-CITY AND PACC	0.00	0.00	0.00		0.00	0.00
248-000-678.012	REIMBURSEMENTS-MAIN STREET	0.00	0.00	0.00		0.00	0.00
248-000-698.000	BOND PROCEEDS	25,000.00	5,446.07	428.07		0.00	0.00
248-000-699.101	TRANSFER FROM GENERAL	0.00	0.00	0.00		19,553.93	21.78
248-000-699.406	TRANSFER FROM BOARDWALK FUND	0.00	0.00	0.00		0.00	0.00
		0.00	0.00	0.00		0.00	0.00
Total Dept 000			105,460.37	100,428.07		205,539.63	33.91
TOTAL Revenues		311,000.00	105,460.37	100,428.07		205,539.63	33.91
Expenditures							
Dept 275-ADMINISTRATION							
248-275-702.000	S & W FULLTIME	42,500.00	0.00	0.00		42,500.00	0.00
248-275-711.000	S & W HEALTH PREMIUMS	1,200.00	0.00	0.00		1,200.00	0.00
248-275-715.000	S & W SOCIAL SECURITY	3,345.00	0.00	0.00		3,345.00	0.00
248-275-716.004	RETIREE HEALTH CARE SAVINGS PLAN	0.00	0.00	0.00		0.00	0.00
248-275-717.000	LIFE/LTD INSURANCE	890.00	0.00	0.00		890.00	0.00
248-275-718.000	PENSION	9,295.00	0.00	0.00		9,295.00	0.00
248-275-719.000	OTHER FRINGE	200.00	0.00	0.00		200.00	0.00
248-275-720.000	WORKER'S COMPENSATION	750.00	0.00	0.00		750.00	0.00
248-275-723.000	UNEMPLOYMENT	30.00	0.00	0.00		30.00	0.00
248-275-730.000	POSTAGE	0.00	60.00	11.04		(60.00)	100.00
248-275-740.001	OPERATING SUPPLIES-MAIN ST BOARD	5,000.00	535.20	171.71		4,464.80	10.70
248-275-740.003	OPERATING SUPPLIES-DESIGN COMMITTEE	8,700.00	0.00	0.00		8,700.00	0.00
248-275-740.004	OPERATING SUPPLIES-ER COMMITTEE	3,870.00	17.98	17.98		3,852.02	0.46
248-275-740.005	OPERATING SUPPLIES-O&F COMMITTEE	10,195.00	731.11	335.94		9,463.89	7.17
248-275-740.006	OPERATING SUPPLIES-P&M COMMITTEE	18,635.00	7,760.88	1,104.80		10,874.12	41.65
248-275-740.007	OPERATING SUPPLIES-RIVERFEST	0.00	0.00	0.00		0.00	0.00
248-275-801.000	LEGAL SERVICE	100.00	1,653.00	0.00		(1,553.00)	1,653.00
248-275-802.000	AUDIT SERVICE	800.00	0.00	0.00		800.00	0.00
248-275-803.000	ENGINEERING SERVICE	0.00	0.00	0.00		0.00	0.00
248-275-804.000	CONTRACTUAL SERVICE	15,000.00	7,500.00	2,500.00		7,500.00	50.00
248-275-804.400	CONTRACT SERVICE-DDA XMAS DECO	6,600.00	0.00	0.00		6,600.00	0.00
248-275-806.000	DATA PROCESSING	300.00	0.00	0.00		300.00	0.00
248-275-851.000	TELEPHONE SERVICE	500.00	123.96	41.33		376.04	24.79
248-275-886.000	FIREWORKS (DDA)	2,500.00	0.00	0.00		2,500.00	0.00
248-275-902.000	ADVERTISING	0.00	321.60	0.00		(321.60)	100.00
248-275-938.000	M & R STREET LIGHTS	0.00	0.00	0.00		0.00	0.00
248-275-956.000	MISCELLANEOUS EXPENSES	2,500.00	4.33	0.00		2,495.67	0.17
248-275-958.000	DUES & SUBSCRIPTIONS	0.00	45.00	0.00		(45.00)	100.00
248-275-967.001	FACADE RESTORATION (DDA)	5,000.00	0.00	0.00		5,000.00	0.00
248-275-982.000	CAPITAL OUTLAY-DDA EXPANSION	0.00	0.00	0.00		0.00	0.00
248-275-992.000	PRINCIPAL PAYMENT	200,000.00	200,000.00	200,000.00		0.00	0.00
248-275-995.000	INTEREST PAYMENT	9,442.80	5,595.74	5,595.74		0.00	100.00
248-275-997.000	PAYING AGENT FEES	0.00	0.00	0.00		0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD END 09/30/2014

GL NUMBER	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 09/30/2014 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2014 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DDA FUND						
Expenditures						
248-275-999.202	TRANSFER TO MAJOR STREETS	0.00	0.00	0.00	0.00	0.00
Total Dept 275-ADMINISTRATION		<u>347,352.80</u>	<u>224,348.80</u>	<u>209,778.54</u>	<u>123,004.00</u>	<u>64.59</u>
Dept 999						
248-999-999.990	CURRENT FUND CONTRA CHANGE	0.00	0.00	0.00	0.00	0.00
Total Dept 999		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Expenditures		<u>347,352.80</u>	<u>224,348.80</u>	<u>209,778.54</u>	<u>123,004.00</u>	<u>64.59</u>
Fund 248 - DDA FUND:						
TOTAL REVENUES		311,000.00	105,460.37	100,428.07	205,539.63	33.91
TOTAL EXPENDITURES		347,352.80	224,348.80	209,778.54	123,004.00	64.59
NET OF REVENUES & EXPENDITURES		(36,352.80)	(118,888.43)	(109,350.47)	82,535.63	327.04

# Farmland and Open Space Act

## PA 116

The act enables a farm owner to enter into a Development Rights Agreement with the state. The agreement ensures that the land remains in agricultural use for a minimum of 10 years, and is not developed for any non-agricultural use. In return for maintaining the land in agricultural use, the landowner may be entitled to certain income tax benefits, and ***the land is not subject to special assessments for sanitary sewer, water, lights or non-farm drain projects.***

The parcel in question meets the requirements of the act by being a roughly 30 acre parcel that generates roughly \$350/acre in agricultural sales per year. (200/acre is the minimum) The agreement will last 10 years and may be extended at the end of the 10 years for a minimum of 7 more years. ***Should the City of Portland create a special assessment district that includes the property, the special assessment will become payable at the end of the agreement, or if at any time the property owner elects to use the improvement paid for with the special assessment.***



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY
Local Governing Body:
Date Received: 9-10-14
Application No: 14-PA116-01
State:
Date Received:
Application No:
Approved: Rejected:

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: HOPPES BRENT J.
Last First Initial

(If more than two see #15) HOPPES MANDIE M.
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

[X] Married [ ] Single

2. Mailing Address: 11666 BARNES ROAD PORTLAND MI 48895
Street City State Zip Code

3. Telephone Number: (Area Code) (517) 712 4827

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ( )

5. E-mail address:

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: IONIA 7. Township (City or Village): PORTLAND

8. Section No. 27 Town No. T6N Range No. R5W

III. Legal Information:

- 9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.
11. Is there a tax lien against the land described above? [ ] Yes [X] No
If "Yes", please explain circumstances:

12. Does the applicant own the mineral rights? [X] Yes [ ] No
If owned by the applicant, are the mineral rights leased? [ ] Yes [X] No
Indicate who owns or is leasing rights if other than the applicant:
Name the types of mineral(s) involved:

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: [ ] Yes [X] No If "Yes", indicate to whom, for what purpose and the number of acres involved:

14. Is land being purchased under land contract [ ] Yes [X] No: If "Yes", indicate vendor (sellers):
Name:
Address: Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following - please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation                                       Limited Liability Company                                       Partnership
- Estate     Trust     Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: BRAD L. HOPPES Title: \_\_\_\_\_

Name: KIMBERLY A. HOPPES Title: \_\_\_\_\_

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

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

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)  
This application is for:

- a. 40 acres or more —————> complete only Section 16 (a thru g);
- b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
- c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

- b. Total number of acres on this farm: 29.35
- c. Total number of acres being applied for (if different than above): 29.35
- d. Acreage in cultivation: 29.35
- e. Acreage in cleared, fenced, improved pasture, or harvested grassland: \_\_\_\_\_
- f. All other acres (swamp, woods, etc.) \_\_\_\_\_
- g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings \_\_\_\_\_ Residence: \_\_\_\_\_ Barn: 1 Tool Shed: \_\_\_\_\_  
 Silo: \_\_\_\_\_ Grain Storage Facility: \_\_\_\_\_ Grain Drying Facility: \_\_\_\_\_  
 Poultry House: \_\_\_\_\_ Milking Parlor: \_\_\_\_\_ Milk House: \_\_\_\_\_  
 Other: (Indicate) \_\_\_\_\_

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products** (not from rental income):

\$ 10,500 : 230 = \$ 350 (per acre)  
 total income                                      total acres of tillable land                                      42 per phone call

18. To qualify as a specialty farm, the land must be designated by the Michigan Department of Agriculture, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ \_\_\_\_\_

Please note: specialty farm designation may require an on-the-farm site visit by an MDA staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Brent J Hoppe

Brad L Hoppe

BRENT J HOPPE  
Mandie M Hoppe  
MANDIE M. HOPPE

BRAD L HOPPE  
Kimberly A Hoppe  
KIMBERLY A. HOPPE

(Date)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

**RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II**

I. Date Application Received: 9-10-14 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: City of Portland  
 County  Township  City  Village

This application is  approved,  rejected Date of approval or rejection: \_\_\_\_\_

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: \_\_\_\_\_

Property Appraisal: \$ 146,500 is the current fair market value of the real property in this application.

II. Please verify the following:

\_\_\_\_ Upon filing an application, clerk issues receipt to the landowner indicating date received.

\_\_\_\_ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

Note: Review Agencies have 30 days in which to respond before local governing body can proceed.

\_\_\_\_ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

\_\_\_\_ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

**MDA-Farmland and Open Space Program, PO Box 30449, Lansing 48909**

**\*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

**COPY SENT TO:**

- \_\_\_\_ County or Regional Planning Commission
- \_\_\_\_ Conservation District
- \_\_\_\_ Township (if county has zoning authority)
- City (if land is within 3 miles of city boundary)
- \_\_\_\_ Village (if land is within 1 mile of village boundary)

**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**

- Copy of Deed or Land Contract (most recent showing current ownership)
- \_\_\_\_ Copy of most recent Tax Bill (must include tax description of property)
- Map of Farm
- \_\_\_\_ Copy of most recent appraisal record
- \_\_\_\_ Copy of letters from review agencies (if available)
- \_\_\_\_ Any other applicable documents

**Questions? Please call Farmland Preservation at (517) 373-3328**

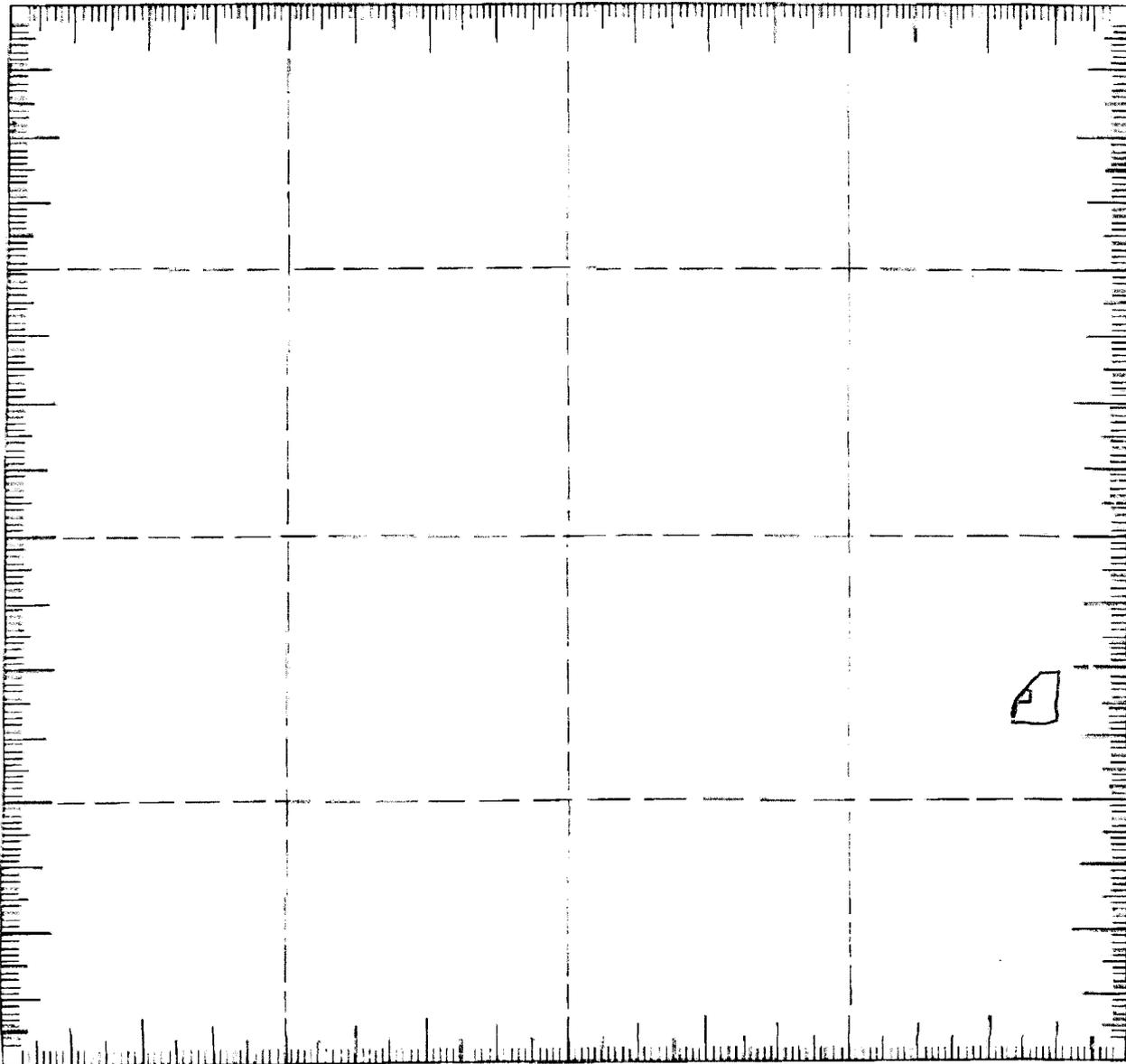
**Map of Farm with Structures and Natural Features:**

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft<sup>2</sup> (1 mile<sup>2</sup>) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

**Note:** Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County IONIA  
Township CITY OF PORTLAND  
T 6N R 5W Section 27

↑ North





COUNTY TREASURER'S CERTIFICATE

I hereby certify that there are no tax liens or titles held by the State or individuals on the lands described, and that all taxes which by law are required to be returned to this office have been fully paid for the preceding five years, as shown by the records in this office. This certificate does not apply to current taxes not yet returned.

3/27/13 Judith A. Clark  
Date Ionia County Treasurer



LIBER 0628

PAGE 9950 1 of 3



IONIA COUNTY  
MARCH 27, 2013  
RECEIPT # 13009626

STATE OF MICHIGAN  
REAL ESTATE  
TRANSFER TAX

\$165.00 - CO  
\$1,125.00 - ST  
Stamp # 16401

300-027-000-205-00

WARRANTY DEED

THE GRANTOR(S)

The Michael R. Grant Trust dated October 7, 1997 by Michael R. Grant, of 2541 Pebblebrook SE, Grand Rapids, MI 49546,

CONVEY(S) AND WARRANT(S) TO THE GRANTEE(S)

Brent Hoppes and Mandie Hoppes, husband and wife and Brad Hoppes and Kimberly Hoppes, husband and wife, of 11666 Barnes Road, Portland, MI 48875

the real estate situated in the City of Portland, Ionia County, Michigan, more fully described on **Exhibit A** attached to this Deed, together with all improvements, fixtures, easements, hereditaments, and appurtenances associated with the real estate ("**Property**"), subject to easements, restrictions, interests, reservations of record, and taxes and assessments not yet due and payable.

The Grantor grants to the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This deed is given in consideration of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

\*\*\*

Sun

3 - (2)

78601

This deed is dated: March 22, 2013.

GRANTOR(S)

*Michael R. Grant*

The Michael R. Grant Trust dated October 7, 1997 by Michael R. Grant, as Trustee

STATE OF MICHIGAN )  
 )ss:  
COUNTY OF )

Acknowledged before me in Kent County, Michigan on March 22, 2013, by The Michael R. Grant Trust dated October 7, 1997 by Michael R. Grant, as Trustee.

*[Handwritten Signature]*

Notary Name: \_\_\_\_\_  
Notary public, State of Michigan, County of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Acting in the County of Ionia

PREPARED AT THE DIRECTION OF THE GRANTOR BY (AND RETURN TO):

Stacy Labadie  
Sun Title Agency of Michigan LLC  
1410 Plainfield Ave., N.E.  
Grand Rapids, Michigan 49505  
(616)458-9100  
P78621

**LAWRENCE ROSS DUTHLER**  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires: November 22, 2018  
Acting in the County of Kent

**EXHIBIT A**

**Property**

Land situated in the City of Portland, Ionia County, Michigan:

Commencing at the intersection of the North 1/8 line and the North-South 1/4 line of Section 27, Town 6 North, Range 5 West, as the point of beginning of this description; thence South 1320 feet on the North-South 1/4 line to the center of Section 27; thence West 1320 feet along the East-West 1/4 line to the West 1/8 line of the Northwest 1/4 and the centerline of Divine Highway; thence North 27 degrees, East more or less along the said centerline of Divine Highway 1370 feet to the North 1/8 line (being the North Corporate line of the City of Portland); thence East 685.72 feet along said North 1/8 line to the point of beginning.

34-300-027-000-205-00

Commonly known as: 1160 Divine Hwy., Portland, MI 48875

The property address and tax parcel are provided solely for informational purposes, without warranty as to accuracy or completeness. If inconsistent in any way with the legal description listed above, the legal description listed above shall control.



## Parcel Information

[FAQ / Helpdesk](#)

### Navigation

- [Parcel Summary](#)
- [Sales History](#)
- [Tax Description](#)
- [Tax Status](#)
- [Building Characteristics](#)
- [Search Results](#)
- [Refine Search](#)
- [New Search](#)

### Tax Description

**Parcel Identification:**

Parcel Number: 300-027-000-205-00  
 Property Address: 1160 DIVINE HWY

**Tax Description:**

CITY OF PORTLAND: PART OF NW 1/4 SEC. 27, T6N R5W: - COM AT INTERSECTION OF THE NORTH 1/8 LINE AND THE NORTH/SOUTH 1/4 LINE OF SECTION 27 - T6N R5W AS THE POB, ALSO BEING THE NORTHEAST CORNER OF THE EXISTING CITY LIMITS. TH: SOUTH 1320 ft M/L ON N/S 1/4 LINE TO CENTER OF SEC. 27. TH: W 1320 FT. M/L ALONG E/W 1/4 LI TO W 1/8 LINE OF NW 1/4 AND C/L DIVINE HWY. TH: N 27 DEG E M/L ALG SD C/L DIVINE HWY 1370 FT. M/L TO N 1/8 LINE (NORTH CORPORATE LINE) . TH: E 685.72 FT. ALONG CORP LINE TO POB. CONTAINS 30+ ACRES LESS 1.03 AC FOR RD ROW. 29.35 AC M/L. WAS PART OF 34-300-034-000-020-00 PRIOR 1995 ROLL (SALE AND SPLIT 1994)



# Parcel Information

[FAQ / Helpdesk](#)

## Navigation

- [Parcel Summary](#)
- [Sales History](#)
- [Tax Description](#)
- [Tax Status](#)
- [Building Characteristics](#)
- [Search Results](#)
- [Refine Search](#)
- [New Search](#)

## Parcel Summary

[Click here for more information regarding Zoning, Township Supervisors, Assessors, Treasurers, Millages, and other tax information.](#)

### Parcel Identification:

Parcel Number: 300-027-000-205-00  
 Government Unit: 300 - CITY OF PORTLAND  
 Village: N/A  
 Property Status: ACTIVE  
 Property Address: 1160 DIVINE HWY  
 Property Classification: 402 - RES VAC LAND  
 PRE: 100.00  
 School District Number & Name: 34110 - 34110 PORTLAND  
 Zoning: R1  
 Acreage & Lot Dimensions: 29.35

### Owner Identification:

Owner Name One: HOPPES, BRENT & MANDY (ET AL)  
 Owner Name Two:  
 Mailing Address: 11666 BARNES RD  
 Mailing City, State, Zip Code: PORTLAND, MI 48875

### Assessment

Year	State Equalized Value	Taxable Value	Land AV	Building AV
2014	51,800	26,456	51,500	300
2013	51,800	26,040	51,500	300
2012	51,800	25,430	51,500	300

**MESSAGE TO TAXPAYER**  
 CREDIT CARD PAYMENT OPTION AVAILABLE!  
 VISIT OUR WEBSITE AT WWW.PORTLAND-MICHIGAN.ORG FOR  
 MORE INFORMATION.

**PAYMENT INFORMATION**  
 This tax is due by: 09/30/2014  
 Pay by mail to: 259 KENT STREET  
 PORTLAND, MI 48875  
 Princ. Residence Exemption Has Reduced Bill By: 476.20

**PROPERTY INFORMATION**  
 Property Assessed To:  
 HOPPES, BRENT & MANDY (ET AL)  
 11666 BARNES RD  
 PORTLAND, MI 48875  
 DISTRICT 34110  
 Prop #: 300-027-000-205-00 School: 34110  
 Prop Addr: 1160 DIVINE HWY VACANT  
 QUALIFIED AGRICULTURAL PROPERTY EXEMPTION  
 Legal Description:  
 CITY OF PORTLAND: PART OF NW 1/4 SEC. 27. T6N R5W - COX AT INTERSECTION  
 OF THE NORTH 1/8 LINE AND THE NORTH/SOUTH 1/4 LINE OF SECTION 27 - T6N  
 R5W AS THE POB, ALSO BEING THE NORTHEAST CORNER OF THE EXISTING CITY  
 LIMITS. TH: SOUTH 1320 FT. M/L ON N/S 1/4 LINE TO CENTER OF SEC. 27. TH:  
 W 1320 FT. M/L ALONG E/W 1/4 LI TO W 1/8 LINE OF NW 1/4 AND C/L DIVINE  
 HWY. TH: N 27 DEG E M/L ALG SD C/L DIVINE HWY 1370 FT. M/L TO N 1/8  
 LINE (NORTH CORPORATE LINE). TH: E 695.72 FT. ALONG CORP LINE TO POB.  
 CONTAINS 30- ACRES LESS 1.03 AC FOR RD ROW. 29.35 AC M/L. WAS PART OF 34  
 -560-034-000-020-00 PRIOR 1995 ROLL (SALE AND SPLIT 1994)  
 \*BALANCE OF DESCRIPTION ON FILE\*

**TAX DETAIL**  
 Taxable Value: 26,456 RESIDENTIAL VACANT  
 State Equalized Value: 51,800 Class: 402  
 PRE/MBT %: 100.0000  
 Mort Code:

Taxes are based upon Taxable Value.  
 1 mill equals \$1.00 per \$1000 of Taxable Value.  
 Amounts with no millage are either Special  
 Assessments or other charges added to this bill.

DESCRIPTION	MILLAGE	AMOUNT
STATE TAX	6.00000	158.73
SCHOOL OPERATING	18.00000	EXEMPT
CITY OPERATING	12.65740	334.96
CITY STREETS	1.00000	26.45
ICISD	5.47280	144.78
COUNTY OPER	4.64340	122.84
<b>Total Tax</b>	47.77360	787.66
<b>Administration Fee</b>		7.87
<b>TOTAL AMOUNT DUE</b>		795.53

**OPERATING FISCAL YEARS**  
 The taxes on bill will be used for governmental  
 operations for the following fiscal year(s):  
 County: 07/01/2014 - 06/30/2015  
 Twn/Cty: 07/01/2014 - 06/30/2015  
 School: 07/01/2014 - 06/30/2015  
 State: 10/01/2014 - 09/30/2015  
 Does NOT affect when the tax is due or its amount

Please detach along perforation. Keep the top portion.

Mort Code

Bill #

Pay this tax to:  
 259 KENT STREET  
 PORTLAND, MI 48875

PLEASE RETURN THIS PORTION WITH PAYMENT. THANK YOU.  
 This tax is due by: 09/30/2014  
 After 09/30/2014 additional interest and fees apply  
 2014 Summer Tax for Prop #: 300-027-000-205-00

**TAXPAYER NOTE: Is your name & mailing address correct?  
 If not, please make corrections below. Thank You.**

Make Check Payable To: 259 KENT STREET

Property Addr: 1160 DIVINE HWY VACANT

TOTAL AMOUNT DUE: 795.53

Amount Remitted: \_\_\_\_\_

To: HOPPES, BRENT & MANDY (ET AL)  
 11666 BARNES RD  
 PORTLAND MI 48875



Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prct. Trans.							
GRANT, MICHAEL R TRUST	HOPES, BRAD & KIMBERLY (	150,000	03/22/2013	WD	WARRANTY DEED			0.0							
Property Address		Class: RESIDENTIAL VACAN Zoning: R1		Building Permit(s)		Date	Number	Status							
1160 DIVINE HWY VACANT		School: DISTRICT 34110													
Owner's Name/Address		P.R.E. 100% 05/17/2013 Qual. Ag.													
HOPES, BRENT & MANDY (ET AL)		MAP #:													
11666 BARNES RD		2014 Est TCV 103,550													
PORTLAND MI 48875		Land Value Estimates for Land Table DMLG.DIVINE, MAYNARD, LOOKING GLASS													
Tax Description		* Factors *													
CITY OF PORTLAND: PART OF NW 1/4 SEC. 27. T6N R5W: - COM AT INTERSECTION OF THE NORTH 1/8 LINE AND THE NORTH/SOUTH 1/4 LINE OF SECTION 27 - T6N R5W AS THE POB, ALSO BEING THE NORTHEAST CORNER OF THE EXISTING CITY LIMITS. TH: SOUTH 1320 ft. M/L ON N/S 1/4 LINE TO CENTER OF SEC. 27. TH: W 1320 FT. M/L ALONG E/W 1/4 LI TO W 1/8 LINE OF NW 1/4 AND C/L DIVINE HWY.. TH: N 27 DEG E M/L ALG SD C/L DIVINE HWY 1370 FT. M/L TO N 1/8 LINE (NORTH CORPORATE LINE) . TH: E 685.72 FT. ALONG CORP LINE TO POB. CONTAINS 30+ ACRES LESS 1.03 AC FOR RD ROW. 29.35 AC M/L. WAS PART OF 34-300-034-000-020-00 PRIOR 1995 ROLL (SALE AND SPLIT 1994)		Improved <input checked="" type="checkbox"/> Vacant		Description		Rate	CountyMult.	Size	%Good	Cash Value					
		Public		ACREAGE		29.350 Acres	1.00	500.0	100	103,050					
		Improvements		Land Improvement Cost Estimates		29.35 Total Acres	1.00	500.0	100	103,050					
		Dirt Road		Description		Total Estimated Land Improvements	True	Cash Value =							
		Gravel Road		FV BARN											
		Paved Road													
		Storm Sewer													
		Sidewalk													
		Water													
		Sewer													
		Electric													
		Gas													
		Curb													
		Street Lights													
		Standard Utilities													
		Underground Utils.													
		Topography of Site													
		Level													
		Rolling													
		Low													
		High													
		Landscaped													
		Swamp													
		Wooded													
		Pond													
		Waterfront													
		Ravine													
		Wetland													
		Flood Plain													
		Who		When		What		Year		Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
		AM		12/12/1994		INSPECTED		2013		51,500	300	51,800			26,456C
				11/13/1998		DATA ENTER		2012		51,500	300	51,800	51,800J		26,040C
								2011		51,500	300	51,800			25,430C
										51,500	300	51,800			24,762C

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\*\*\* Information herein deemed reliable but not guaranteed\*\*\*

## Portland BLP and Homeworks Tri-County Electric Share Innovative Concrete Pole Solution

The City of Portland Board of Light & Power (BLP) and Homeworks Tri-County Electric have chosen an innovative concrete pole and line sharing solution north of Portland along Divine Hwy inside the City Limits and Portland Township.

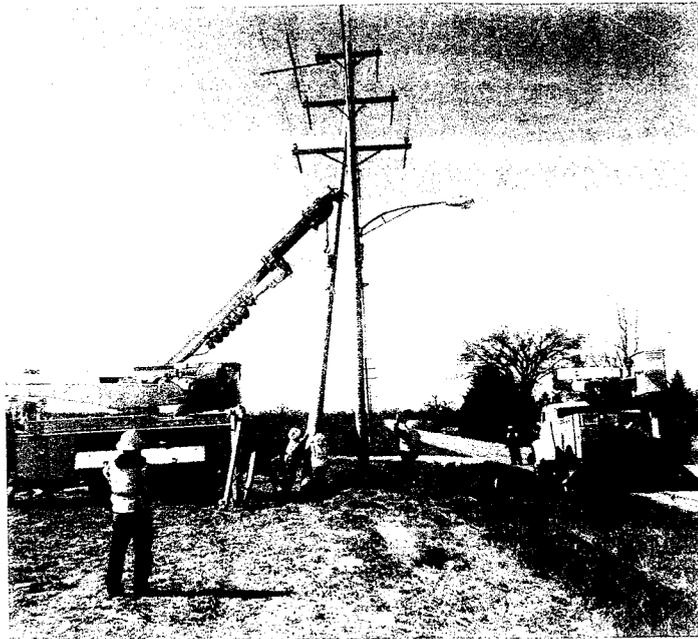
The original line, built in the 1970s or early 80s, ran through a swampy area for about  $\frac{1}{2}$  to  $\frac{3}{4}$  of a mile. It was a double circuit distribution line with Portland on one side and Homeworks on the opposite side. Homeworks wanted to remove its 3-phase line and asked BLP to share the other line along Divine Hwy.

Cable TV and fiber optic phone lines attached under the power lines caused a violation of the National Electric Safety Code due to low clearances for some vehicles. Since the cable and phone lines created the violations, they were responsible for the costs of raising the poles and lines.

About a year ago the Board of Light & Power and Homeworks began the approval and planning process. Eventually, someone suggested the idea of using concrete poles.

The planning team contacted companies in the south where concrete poles are commonly used along the coastline and in hurricane zones. Those companies suggested it would be cost prohibitive to ship poles to Michigan. They pointed the planning team to U.S. Great Lakes, The StressCrete Group, a Canadian company with contacts in Ohio.

The Stresscrete Group wanted to break into the Michigan market with concrete distribution poles (to their knowledge there were no concrete distribution



Concrete pole installation along Divine Highway in the City of Portland

poles in Michigan). Because of this, BLP and Homeworks believe they received a good price. The phone and cable companies were responsible for the full cost of wood poles and associated contractor costs. Homeworks/Tri-County and the City of Portland split the added cost of using concrete.

After both utilities received approvals, the poles arrived. Homeworks/Tri-County had contractors from Campbell Electric, Indian River, Michigan, who had experience setting concrete poles.

“The end product looks good and we are happy with it,” said Mike Hyland, Director, City of Portland Electric Department. “Homeworks has problems with beaver damage to some wooden poles in their northern service area, and may expand the use of concrete poles, which are guaranteed for life.”

For more information, contact: U.S. Great Lakes, The StressCrete Group, Steve Herriman, Office 800-902-9155, cell 905-902-9155.

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
AUGUST 2014**

**Calls for Service**

Dispatched	93
Patrol Originated	17
Assist to PPD	23
Assist to Fire / EMS	8
Assist Other Depts	14

**Traffic Stops**

Total Stops	88
Traffic Citations	40
Verbal Warnings	68
Parking Citations	0

**Arrests**

Misdemeanor Arrests (# of persons)	21
Misdemeanor Charges	30
Juvenile Apprehensions	1
Felony Arrests (# of persons)	3
Felony Charges	3

**Citizen Contacts**

Business Contacts	97
Patrol Contacts	476

**Coverage by Ionia County Sheriffs Department**

*The Ionia County Sheriffs Department was not used for the month of August*

***Noteworthy:***

**On August 2, 2014,** Sgt Ludwick was dispatched to a report of a domestic situation at an area business. Interviews and substantial investigation revealed that not only had there been a domestic-related assault but one of the subjects was also found to be in possession of felony narcotics. To additionally complicate matters, one of the subjects had also been the victim of a very recent 1st degree Criminal Sexual Conduct that had occurred in another county. Sgt Ludwick then assisted by conducting the interview of the victim as well as taking the steps to have the victim forensically examined. A felony arrest

**On August 3, 2014,** Officer Heald stopped a vehicle where he observed the driver conducting suspicious activity. Investigation and interviews revealed that the subject was selling and distributing synthetic narcotics at an area business. The subject was arrested and lodged at the Ionia County Jail on felony drug charges, and the personal property involved in the stop is subject to forfeiture.

**On August 29, 2014,** Officer Groenhof and Sgt Ludwick investigated a report of a domestic violence situation. Officers arrived to discover that the suspect had struck and attempted to choke the victim. The suspect had left prior to the officers' arrival; however, a combination of K-9 tracking and cell phone information provided the suspects location allowing a timely arrest for Aggravated Domestic Assault.

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
AUGUST 2014**

***Assists to Other Police Agencies:***

**August 3, 2014**, assisted Kent County Sheriffs Department with a felony stop of suspects related to the breaking and entering of several pharmacies statewide.

**August 6, 2014**, assisted IOSH with locating a missing child at Sunset Ridge

**August 8, 2014**, assisted MSP with a traffic stop involving the investigation of narcotics on I96 near mm 73

**August 10, 2014**, assisted Barry County Sheriffs Department with a large fight involving 50 reported subjects at a "Project P" type party with a reported 200 people in attendance

**August 10, 2014**, assisted IOSH with the arrest of a subject on a PPO Violation with added warrants on Okemos Rd

**August 20, 2014**, assisted IOSH with a residential alarm on Maynard Rd

**August 20, 2014**, assisted IOSH with an intoxicated driver on I 96 near mm 77

**August 30, 2014**, assisted IOSH with a suicide at Sunset Ridge

# PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR AUGUST 2014

## NPDES COMPLIANCE

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

## OPERATIONS

The WWTP treated and discharged **10.6 million gallons** for the month of August.

The pump repair for the Rindlehaven pump took much longer than expected. Water had gotten past the failed mechanical seal and into the motor. The motor had to be sent out to be “baked” (dried out in an oven). A new seal kit had to be ordered. The Kerr repair shop had concerns about the power cable being disconnected at the pump on an U.L listed explosion-proof pump by the WWTP workers upon removal from the lift station. Our service manual for this pump says this is completely acceptable as well as the confirmation by the manufacturer, Hydromatic Pump. The pump is back in the lift station and is performing well.

Several special maintenance items were performed at the WWTP this month. The UV disinfection received its first 12,000 hour bulb replacement. This required the change out of 48 UV bulbs. All went well and this should not require repeating for another 2-1/2 years. Trojan UV has a free bulb recycling program due to mercury which the WWTP has taken advantage of for the proper disposal of items containing mercury. The concrete roof over the Secondary digester pipe gallery has been leaking for quite a long time. After researching the many options, an elastomeric brush on coating was selected. This work was done by the WWTP workers. Three coats were applied with ample drying time between coats. The leaks have stopped. Due to severe stretching and cracking, a special rubber diaphragm was replaced on the sludge thickener pump switch. This was performed by the WWTP workers before a complete failure could occur.

Portland Products had reported a broken manhole cover in the city main located behind their office building. The old cover was obsolete and required the replacement of the manhole ring as well as the cover. With the help of the DPW, the WWTP workers installed a new manhole ring and cover.

Wolverine was able to perform the annual preventative maintenance on the WWTP and Rindlehaven lift station standby generators prior to the City wide power outage. They have been scheduled to perform a fuel cleaning on the WWTP diesel generator.

The Oxygen sensor in the new Grit building failed. Windemuller was contacted and upon their investigation determined that the sensor was bad. They provided a quotation of \$3000 to replace and calibrate the three sensors located in the building. Upon investigating, I was able to find out that these sensors require calibration checks at least every 3 months. The Oxygen sensor requires replacement at least every two years; the Hydrogen Sulfide needs replaced every 2.5 to 3 years as well as the Hydrogen Sulfide LEL sensor. The calibration gases also have expiration dates and require replacement if they are out of date. No training had been provided for these sensors upon start-up of the plant upgrade in 2012. A special calibrator is needed which was not supplied at that time. After making contact with the MSA field representative, we were able to get complete training, a calibrator, two new sensors, and one new bottle of calibration gas for less than half of the amount quoted by Windemuller and we will be able to service and maintain ourselves.

Even with all of the rain, Synagro was able to haul and land apply our Biosolids on schedule. The next haul will be late November or early December prior to the winter months.

CEC and specialized training is always an ongoing requirement at the WWTP. Doug is signed up for the MWEA IPP training in September for Managerial CEC's. Mike and Tim are both signed up for the MWEA Electrical maintenance training in November. Tim is signed up to attend the PACP, LACP, & MACP training at Jack Doheny's in Northville in September.

The WWTP located exactly on W. Bridge St. where a new manhole is scheduled to be installed by Cook Brothers. This should be taking place in September. The installation of this manhole will provide the city workers access to the city main for proper cleaning which has never been possible. Mike Ward, the owner of Hometown Sports clothing apparel, has experienced several major backups over the last few years presenting the City with a very difficult situation of clearing the city main.

I recently took the time to see how the City stands as far as sewer main upgrades. Over the last fifteen years we have been able to replace the equivalent of eight miles of clay tile sewer main with new PVC while performing street improvements and upgrades. This constitutes about 1/3 of the total collection system.

### **Maintenance & Capitol Expenses for August 1, 2014 to August 31, 2014**

<b>ITEM</b>	<b>COST</b>
Tom's Do It Center – Distilled water, Copper fittings, & misc.	\$ 164.43
Ionia Occupational Health – Tim Krizov Hepatitis B Shot	\$ 53.00
MSA – Calibrator and Calibration Gas	\$ 584.00
USA Bluebook – True Union Y-strainer	\$ 67.73
Grainger Supply – Start Capacitors and Y-strainer	\$ 265.08
Wolverine Power – Annual WWTP Preventative Maintenance	\$ 720.00
Kerr Pump – Pump Repair	\$ 1800.00

Pleune Service – Annual Boiler Maintenance	\$ 355.00
Cook Brothers – Washed Sand	\$ 120.00
MWEA – Training CEC’s	\$ 436.00
Jack Doheny’s – Tim PACP, LACP, MACP Certification	\$ 900.00
	<hr/>
<b>Total Expenses</b>	<b>\$ 5465.24</b>
<b>Total Spent YTD</b>	<b>\$ 8562.62</b>

**WASTEWATER COLLECTION SYSTEM ACTIVITY**

Sewer Trouble Spots sections cleaned	4031 feet
Routine cleaning	0 feet
Sewer call outs due to building services	2
Sewer call outs due to plugged City main	0
New connections to sewer main	0
Building Services Televised	0
Building Services Inspected	0
City Main Televised	0

**SEWER CALLOUTS**

August 22, 2014

A call was received at the WWTP from Don Miller at 429 Vessey St. He stated that they were experiencing slow drains at this address. Mike Owen immediately went to investigate the problem. He checked the flow in the City main at manholes C39 and C41 and found it to be normal and flowing. Mike suggested that he have a plumber clean the service lateral. On the 25<sup>th</sup> the WWTP workers cleaned the entire main on Vessey St. and encountered no problems. I called Don and he confirmed that the plumber had removed an obstruction from the service lateral.

August 25, 2014

A call was received at the WWTP from Sandy Wernet of 420 East St. that water backs up from the basement floor drain. Doug Sherman immediately responded to investigate the problem. The flow was checked at manhole’s C37 and C38 and was found to be normal. Upon investigating in the basement no damages were noted and there was no water on the floor at that time. The homeowner said that every time we perform routine cleaning of the sewer main, they have sewage backup through the basement floor drain. Doug recommended that they obtain a drain plug for the floor drain for the workers to install prior to future cleaning activities. The WWTP workers were instructed to call ahead in the future so that they can make sure that the plug is in place before cleaning the main.

Respectively Submitted,

Doug Sherman  
 WWTP Superintendent



# FLEIS & VANDENBRINK

September 2, 2014

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

**RE: 2014 Bridge Inspection Services**

Dear Mr. Gorman:

We have completed our inspection of the City's three (3) vehicular bridge structures that are covered under National Bridge Inspection program. A summary of the significant findings during our inspection is as follows:

#### BRIDGE STREET OVER THE GRAND RIVER (#4103)

- The structure is a 2-span historic steel truss bridge that was originally constructed in 1890 and rehabilitated in 1990. The structure is generally in fair to good condition, but several repairs are recommended to preserve the structure and extend its useful life.
- There are a number of coating failures, primarily on the floor beams, which are allowing corrosion of the steel. It is recommended that these areas be properly prepared and the entire structure receive a new top coat of paint.
- Recoating the structure will likely require removal and replacement of the timber sidewalk structure. It is recommended that new materials be used for replacement, as the existing members are deteriorating with fungal growth and rot.
- The utility crossings carried on the structure should be repaired as well. The water main crossing on the south side has several areas of damaged insulation. The electric conduits beneath the sidewalk have areas of coating failure and corrosion.
- The storm sewer outlet through the east abutment wall has eroded the bank. Stone riprap protection is recommended to prevent/mitigate further erosion.
- The bridge is currently posted for a gross load limit of 15 tons. Current load rating calculations will be delivered under separate cover.

#### DIVINE HIGHWAY OVER THE LOOKING GLASS RIVER (#4104)

- The structure is a 2-span concrete box beam bridge with asphalt wearing surface. It was constructed in 1979. The structure is in poor condition, and replacement is recommended.
- The concrete sidewalk on the west side of the structure is severely spalled, with exposed and corroding reinforcing steel.
- The expansion joint at the center pier is failing.

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

- The asphalt surface has block cracking throughout.
- The concrete box beams are severely deteriorated. The primary cause appears to be water migration through the structure. The beams have severe spalling in the corners of the structure and evidence of severe leakage.
- The abandoned mill structures along the south bank significantly encroach on the channel.
- Due to its deterioration, the inspection frequency has been increased from the standard 24 months to 12 months. The next inspection will be due in August of 2015.
- The structure is not currently posted for loads. However, due to its current state of deterioration, posting will likely be required once load rating is complete. Current load rating calculations will be delivered under separate cover.

#### W. GRAND RIVER AVENUE OVER THE GRAND RIVER (14105)

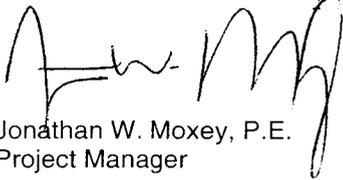
- The structure is a 3-span concrete I girder bridge with concrete deck. It was constructed in 1994. The structure is in fair to good condition, but several repairs are recommended to extend its useful life.
- The concrete deck has transverse cracking with efflorescence, especially in the center span. An epoxy overlay is recommended to seal the cracks.
- The expansion joints have severe spalling at the curb line. The joints have closed and no longer function properly. Replacement is recommended.
- The steel railings have scattered paint failures. Because the steel is galvanized beneath, corrosion is not a significant concern, however, maintenance painting is recommended to prolong the remaining paint.
- The concrete end walls (at the termination of the steel railings) have progressing map cracking. A surface sealer may be effective in extending the time until replacement is required.
- The concrete beams have cracking near the piers. This cracking should be repaired to avoid premature deterioration of the steel reinforcement.
- The west return walls have critical cracking. Repair or replacement is recommended.
- The catch basin in the northwest quadrant appears to be leaching material from beneath the adjacent concrete. Repair of the structure and undermined concrete is recommended.
- The concrete approach pavement has severe cracking and spalling, some repaired with cold patch. A more permanent repair or replacement is recommended.
- Heavy woody debris has collected on the southwest pier. Periodic removal is recommended. The steel pipe bollards are all bent over from debris impact. Repair or replacement is recommended.
- The structure is not currently posted for loads and is not expected to require posting once load rating work is complete. Current load rating calculations will be delivered under separate cover.

Funding for most of the improvements/repairs identified above is available through MDOT's Local Bridge Program. The program funds 95% of the construction costs, with the local agency responsible for a 5% match and engineering. Calls for Applications come out annually in February with applications due in May. The program is very popular, and therefore competitive. However, the City's structures should score favorably. We are available to assist you with applications, if desired.

We have input the inspection data through MDOT's online system. The report forms are enclosed along with photographs taken during the inspection, channel data, scour evaluation forms, inspector credentials and our Quality Control Plan for the City's bridge file. As indicated previously, load calculations will follow under separate cover. Please feel free to contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Jonathan W. Moxey, P.E.  
Project Manager

Encl.

PORTLAND FIRE DEPARTMENT RUN SHEET

**DATE** 8/2/2014 **Run #** 14-068

**Owner** Portland Adult Education  
**Address** 1090 Ionia Rd  
**City** Portland **State** MI **Zip** 48875 **Phone #**

**Occupant** Same as above  
**Address**  
**City** **State** **Zip** **Phone #**

**Township** **Section #**

**Times**  
**Received** **In service** **On Scene** **Controlled**  
**Cleared** **Back In Ser.**

**Total Hrs** 1 **Total Man Hours** 10

**Description of Response** Toned for a fire alarm in zone 5 of portland adult ed building. Prior to arrival on scene dispatch advised maintance man was on scene advised it was a flase alarm.

**Location of Response** Portland Adult Education Building Zone 5

**Units Responding** Eng 11  
 Car 4

**Mutual Aid Received** None

**Personnel Responding: ( \* denotes personnel on scene)**

<b>Chief</b>	Baker*	<b>Asst Chief</b>	Gensterblum	<b>Captain</b>	
<b>Captain</b>		<b>1st Lt</b>	Logel Sr*	<b>2nd Lt</b>	Logel JR
	1 Miller*		2 Dombrock AMB		3 Czaika*
	4 Schafer J*		5 Schafer G*		6 Vanhorn*
	7 Hurt-AMB		8 Cain		9
	10		11		12
	13		14		15
	16		17		18
	19		20		21
	22		23		24

**Reported By** Czaika

PORTLAND FIRE DEPARTMENT RUN SHEET

**DATE** 8/7/2014 **Run #** 14-071

**Owner** Portland Adult ED  
**Address** 1090 Ionia Rd  
**City** Portland **State** MI **Zip** 48875 **Phone #**

**Occupant** Same as Above  
**Address**  
**City** **State** **Zip** **Phone #**

**Township** **Section #**

**Times**  
**Received** 7:32 **In service** 0:00 **On Scene** 0:00 **Controlled**  
**Cleared** 7:40 **Back In Ser.** 7:42

**Total Hrs** 1 **Total Man Hours** 3

**Description of Response** Toned for Fire Alarm at Portland Adult Ed. Before Going Enroute we were disregureded maintance man was on scene stated it was a false alarm.

**Location of Response** 1090 Ionia Rd

**Units Responding** None

**Mutual Aid Received** None

**Personnel Responding: ( \* denotes personnel on scene)**

Chief	Asst Chief	Gensterblum*	Captain	Mosser
Captain	1st Lt		2nd Lt	
1 Patrick Chapman		2 Vanhorn		3
4		5		6
7		8		9
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**Reported By** Czaika

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

**Agenda**  
**September 9, 2014**  
**4:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment**  
(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
  - A. Action on PA116 – Seidelman
  - B.
- VIII. New Business**
  - A. Odessa Township Resolution and Intergovernmental Agreement to Manage Floodplain Development
  - B. CDC Grant Award – Health Department
  - C. Ionia County Literacy Council Lease Agreement
  - D. Substance Abuse Treatment Program Contract – Sean Corbin, Cognitive Consultants
  - E. Pension Plan Amendment
  - F. Acknowledgement of Applications for Appointment – Commission on Aging Board – Two three-year terms
  - G.
- IX. Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. County Administrator

**X. Reports of Special or Ad Hoc Committees**

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

**XII. Closed Session**

**XIII. Adjournment**

**Board and/or Commission Vacancies**

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

**Appointments for consideration in the month of October 2014:**

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

**Appointments for consideration in the month of November 2014:** None

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

**NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-17133-R**

- Consumers Energy Company requests Michigan Public Service Commission approval to reconcile its gas cost recovery costs and revenues for the 12-month period of April 1, 2013 through March 31, 2014.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

**DATE/TIME:** September 11, 2014, at 9:00 a.m.  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Mark E. Cummins

**LOCATION:** Constitution Hall  
525 West Allegan  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) June 30, 2014 application to reconcile its gas cost recovery (GCR) costs and revenues for the 12-month period April 1, 2013 through March 31, 2014. Consumers Energy has calculated that it has a total underrecovery for the 2013-2014 GCR period of approximately \$84.2 million, which is subject to the roll-in treatment described in the Company's tariff, Rule C7.2. The calculated amount reflects an underrecovery for the GCR period of approximately \$84.2 million less accrued interest owed by Consumers Energy to customers for the GCR period, pursuant to Act 304, of \$14,943.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 4, 2014. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department-Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

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

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's request may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.]**

August 11, 2014  
U-17133R