



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

7:00 p.m. Monday, April 1, 2013

City Council Chambers

City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Action Requested</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Motion
7:03 PM	IV. <u>City Manager Report</u>	
	V. <u>Presentations</u>	
7:25 PM	A. Arbor Day Proclamation	
	VI. <u>Public Hearing(s) - None</u>	
	VII. <u>Old Business</u>	
	VIII. <u>New Business</u>	
7:30 PM	A. Proposed Resolution 13-22 Approving, Authorizing, and Directing The Mayor and Clerk to sign Ambulance Services Agreements with Danby Township, Portland Township, Westphalia Township, Orange Township, Lyons Township, the Village of Westphalia, the Village of Pewamo, and Sebewa Township and Approving the Care Plan Membership Agreement Form	Motion
7:32 PM	B. Proposed Resolution 13-23 to Amend the Budget for Fiscal Year 2012-2013	Motion
7:35PM	C. Proposed Resolution 13-24 Approving Purchase of Heart Monitors For the Ambulance Department	Motion
7:37 PM	D. Proposed Resolution 13-25 Approving the Board of Light and Power's Recommendation to Add Additional Footage to the Electric Undergrounding Work Previously Awarded to Cook Brothers Excavating, Inc.	Motion
7:40 PM	E. Proposed Resolution 13-26 Approving the Electric Superintendent And City Manager's Recommendation to Approve Performance Testing on the Emission Reduction Equipment on the Generators at The Electric Plant	Motion
7:43 PM	F. Proposed Resolution 13-27 Approving a Title VI Plan for the City of Portland	Motion
7:45 PM	Proposed Resolution 13-28 Approving the Purchase of New Police Car	Motion
7:47 PM	G. Proposed Resolution 13-29 Approving Smith Housing Consulting's Proposal to Provide Third Party Grant Administration Services for MSHDA's Downtown Rental Rehabilitation Program in the City of Portland	Motion

Estimated Time		Action Requested
7:50 PM	H. Proposed Resolution 13-30 Approving, Authorizing, and Directing the and Clerk to Sign a License Agreement to Farm the 52.9 Acres at Grand River Avenue and Cutler Road	Motion
7:52 PM	IX. <u>Consent Agenda</u> – <ul style="list-style-type: none"> A. Minutes & Synopsis from the Regular City Council Meeting and Closed Session held on March 18, 2013 B. Payment of Invoices in the Amount of \$111,373.26 and Payroll in the Amount of \$126,684.10 for a Total of \$238,057.36 C. Purchase Orders over \$5,000 – None X. <u>Communications</u> – <ul style="list-style-type: none"> A. EDC Minutes from October 22, 2012 B. DDA Minutes from February 21, 2013 C. Safety Meeting Agenda for March 21, 2013 D. Utility Billing Report for February 2013 E. Ionia County Board of Commissioners Agenda for March 19, 2013 F. Ionia County Board of Commissioners Agenda for March 26, 2013 G. Michigan Works Legislative Breakfast Invitation 	Motion
7:55 PM	X. <u>Public Comment</u> (5 minute time limit per speaker)	
8:00 PM	XI. <u>Other Business</u>	
8:05 PM	XII. <u>Council Comments</u>	
	XIII. <u>Adjournment</u>	Motion



ARBOR DAY 2013 PROCLAMATION

WHEREAS, in, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, the City of Portland has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices; and

WHEREAS, seedlings will be distributed to all of the 2nd Graders in the Portland Public and St. Patrick's Schools to promote the importance of trees in our community; and

WHEREAS, the City has scheduled a ceremonial tree planting on Friday, April 26, 2013 in the Park adjacent to the trail along Water Street at 2:00 p.m. in recognition of Arbor Day.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTLAND JOINS ME IN PROCLAIMING APRIL 26, 2013 AS ARBOR DAY IN THE CITY OF PORTLAND.

BY ORDER OF THE CITY COUNCIL

James E. Barnes, Mayor

Joel T. VanSlambrouck,
Mayor Pro-Tem

Steve Calley

Steve Fabiano

Stacy Krause

Monique I. Miller, City Clerk

Dated: **APRIL 1, 2013**

SEAL

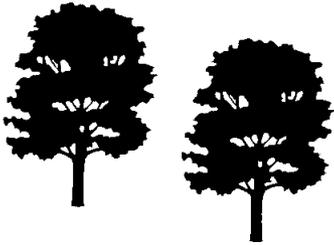
ARBOR DAY CELEBRATION 2013

YOU ARE CORDIALLY INVITED TO CELEBRATE THE ANNUAL
COMMEMORATIVE ARBOR DAY TREE PLANTING

The Portland Tree Management Commission and the Parks and Recreation Board are striving to bring awareness to the enhancement and preservation of our attractively planted City. We were designated as a TREE CITY USA by the National Arbor Day Foundation in 2002 and just completed our eleventh year in 2012. There will be a short tree planting ceremony during our Annual Arbor Day planting this year the planting will take place along the trail Park adjacent to Water Street.

THE PLANTING WILL TAKE PLACE:
FRIDAY, APRIL 26, 2013
AT
2:00 P.M.
Near the Trail adjacent to Water Street

We hope you will plan to attend the ceremony



Your Portland Tree Management Commission:

Elaine Sandborn David Segerlind
Chuck Carr

Portland Parks & Recreation Board Members:

Patrick Weller Greg Foote
Walter Cross Chad Williams
Dave Segerlind

Mary Ellen Scheurer
Director of Parks, Recreation & Cemetery
City of Portland





2012 Arbor Day Tree Planting in William Toan Park



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-22

A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR AND CLERK TO SIGN AMBULANCE SERVICES AGREEMENTS WITH DANBY TOWNSHIP, PORTLAND TOWNSHIP, WESTPHALIA TOWNSHIP, ORANGE TOWNSHIP, LYONS TOWNSHIP, THE VILLAGE OF WESTPHALIA, THE VILLAGE OF PEWAMO, AND SEBEWA TOWNSHIP AND APPROVING THE CARE PLAN MEMBERSHIP AGREEMENT FORM

WHEREAS, the City provides ambulance service to various political subdivisions through the Portland Area Ambulance Service; and

WHEREAS, those political subdivisions that would like the City to provide ambulance service to their citizens must sign a copy of the 2013-2014 Ambulance Services Agreement, a copy of the proposed agreement is attached as Exhibit A; and

WHEREAS, households within may participate in the Portland Ambulance Care Plan Subscription Service to limit their out-of-pocket expenses for the uninsured portions of their ambulance bills, a copy of the Membership Application/Agreement Form is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves, authorizes, and directs the Mayor and Clerk to sign the ambulance services agreement with those Political Subdivisions that desire service in a form substantially the same as the copy which is attached as Exhibit A.
2. The Portland City Council approves the Membership Application/Agreement Form attached as Exhibit B.
3. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 1, 2013

Monique I. Miller, City Clerk

PORTLAND AREA AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the CITY OF PORTLAND, Ionia County, Michigan, a Michigan Municipal Corporation, hereafter referred to as CITY, and

1. THE TOWNSHIP OF DANBY, and
2. THE TOWNSHIP OF PORTLAND, and
3. THE TOWNSHIP OF WESTPHALIA, and
4. THE TOWNSHIP OF ORANGE, and
5. THE TOWNSHIP OF LYONS, and
6. THE VILLAGE OF WESTPHALIA, and
7. THE VILLAGE OF PEWAMO, and
8. THE TOWNSHIP OF SEBEWA,

all being Michigan Municipal Corporations and hereinafter collectively referred to as Political Subdivisions.

WHEREAS, the above named Political Subdivisions are desirous of providing ambulance service to their residents through the PORTLAND AREA AMBULANCE SERVICE, which is owned and operated by the CITY.

NOW, THEREFORE, in consideration of mutual promises, services, and sums of money hereinafter provided, the parties agree as follows:

THE CITY SHALL:

1. Purchase, maintain, equip, and house two (2) vehicles suitable to be used as ambulances.
2. Employ EMERGENCY MEDICAL TECHNICIANS to operate said ambulances.
3. Train said EMERGENCY MEDICAL TECHNICIANS to meet all Federal, State, and Local requirements.
4. Purchase and carry all necessary and normal insurance for ambulance business.
5. Compile an annual report showing the following:
 - a. Number of runs to assist patients who reside in each Political Subdivision and the number of runs in each Political Subdivision to assist patients who reside outside of the entire district covered by this contract.
 - b. The total of revenues and expenses of operating the Ambulance Service, and the gain or loss for that period.

Exhibit

A

6. Maintain accounts and records for all transactions of the Ambulance Service, which will be audited as part of the City's annual audit. A copy of the City's audit will be made available to each Political Subdivision, upon request.
7. Make all services of the ambulance department available to any and all residents in the territory of all parties.
8. Provide a subscription agreement to each Political Subdivision to allow its residents the option of participating in the ambulance service according to the terms and conditions of the Portland Emergency Care Plan, a copy of which is attached and is incorporated by reference. This subscription plan for ambulance service shall commence at 12:01 a.m. on the 1st day of July 2013 and shall run for a period of one year.
9. Each Political Subdivision agrees to be responsible for the mailing of the Portland Emergency Care Plan to all households in their political subdivision.
10. The CITY and the Political Subdivisions agree to pay a \$7.00 per capita charge for each of their residents, based on the 2010 Census, which will be deposited into the Ambulance Fund. The Ambulance Department retains the right to bill all patients for all ambulance calls and to retain all funds collected by such billing. Political Subdivisions will not be billed for individual ambulance runs into their respective Political Subdivision.

The Political Subdivisions agree that the sums paid by the Political Subdivision to the CITY are in consideration of the CITY providing ambulance service to their jurisdiction during the contract term and are not refundable. Funds paid for ambulance service under this agreement do not create any ownership rights or equity interests in the CITY's Ambulance Department assets, vehicles, equipment, accounts receivable or any other present or future accounts thereof.

THE PARTIES MUTUALLY AGREE THAT:

11. Services rendered to a resident of any of the parties hereto by an ambulance service other than Portland Area Ambulance Service shall not be construed as services provided hereunder and the City shall assume no responsibility for the payment of such services.
12. That the City will be responsible for the collection of rates and charges for ambulance service it provides in the Political Subdivisions and is entitled to keep all proceeds.
13. This Agreement supersedes all prior Ambulance Service agreements between the parties. However, nothing contained herein will be interpreted to prevent the City

from the collecting on any unpaid accounts, including any unpaid charges of a Political Subdivision.

14. That the payment by the Political Subdivision to the City shall create no agency relationship between parties, nor will the Political Subdivision have any supervision or control over the City's manner of conducting its ambulance business.
15. The terms of this agreement shall commence at 12:01 a.m. on the 1st day of July, 2013, and shall run for a period of one year from the date thereof, and from month to month thereafter until terminated by mutual consent or by any party giving the other at least thirty (30) days written notice of its desire to terminate.
16. That should any provision of this agreement be unenforceable, void, or contrary to public policy as set forth in any statute or in any case decided by an appellate or supreme court in the State of Michigan, that such provision shall be severed from the remainder of this Agreement, and shall have no force and effect upon remaining provisions not so affected by such legislative or judicial action.
17. It is further agreed that the City shall hold the Political Subdivision harmless for any liability said Political Subdivision might suffer due to acts or omissions of the City's employees in the performance of their duties under this contract.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN AND CERTIFY THAT EACH HAS EXECUTED THIS AGREEMENT AFTER BEING DULY AUTHORIZED BY RESOLUTION OF THEIR RESPECTIVE LEGISLATIVE BODY AT A MEETING OF SUCH BODY CALLED FOR SUCH A PURPOSE.

THE CITY OF PORTLAND

BY RESOLUTION OF ITS CITY COUNCIL

By _____
Mayor James E. Barnes

Dated _____

By _____
Monique I. Miller, City Clerk

The _____

BY RESOLUTION OF ITS _____

By _____

Dated _____

By _____

**PORTLAND AREA AMBULANCE EMERGENCY CARE PLAN
Membership Application/Agreement Form**

Lead of Household: _____ Social Security # _____
 Address: _____ Phone Number: _____
 City: _____ State: _____ Zip: _____ Birth Date: _____
 Township/Village: _____ Renewal: Yes No Employer: _____

Other Eligible* Household Members:

	Name	Birth Date	Social Security Number	Employer
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Insurance Information:

Head of Household Medicare #'s: _____ Medicaid #'s: _____
 Spouse Medicare #'s: _____ Medicaid #'s: _____

Commercial Insurance Company: _____ Policy Number: _____
 Group Number: _____ Name of Insured: _____

Commercial Insurance #2: _____ Policy Number: _____
 Group Number: _____ Name of Insured: _____

Please submit with a copy of all current insurance cards (renewals included)

Please read the following agreement and sign below. Payment *must* accompany form for the agreement to be valid. I understand that the annual \$60.00 membership fee limits my out-of-pocket expenses for the uninsured portion of my ambulance bill(s) for *medically necessary* ambulance transportation provided only by Portland Area Ambulance. I understand that the Emergency Care Plan is not an insurance program and that the Portland Area Ambulance will bill all applicable insurances including supplemental and complementary, for all ambulance services, and will accept as payment in full any payment(s) received from same. *I further understand that ambulance transports deemed to be not a medical emergency are not covered by this Emergency Care Plan and the bill then becomes my responsibility.* I understand that my signature below authorizes Portland Ambulance Service to bill any and all insurance carriers on my behalf and authorizes my insurance carriers to make payments directly to Portland Area Ambulance. Should my insurance carrier send payment(s) to me for any services provided by Portland Area Ambulance, I agree to immediately forward such payment(s) to MHR PO Box 13247, Lansing, MI 48901-3247. My signature also allows Portland Area Ambulance to release any information regarding my ambulance run to my insurance company(ies) for billing purposes. Membership fees will be collected from May 1, 2013 through June 30, 2013. Membership is non-transferable and non-refundable. Coverage period is from July 1, 2013 through June 30, 2014.

*Note: a household is considered all persons claimed on enrolling member's Federal Tax Return for the previous year (2012). Any exception must have approval from the Ambulance Director prior to entering into this agreement.

I have read and agree to the above statements

Head of Household: _____ Spouse: _____
 Signature Date Signature Date



PORTLAND AREA AMBULANCE EMERGENCY CARE PLAN

Welcome!

This past year has brought more changes in Medicare laws and health care overall. We at Portland Area Ambulance are striving to provide you with the best care possible while still adhering to some very stringent federal regulations. If you are a returning subscriber, or a new member, we would like to thank you for participating in our program. As always, patient care is our top priority.

The annual fee is \$60.00. Please read the agreement carefully before you sign it. Applications must be turned in before the enrollment deadline of July 1, 2013. You will also need to supply us with copies of your insurance cards at that time. This applies to new and renewing members. If you are a Medicare recipient, please read the Medicare note below before you submit your form.

Frequently Asked Questions

Who can subscribe? Any household residing in the coverage area of Portland Ambulance Service, regardless of financial status or insurance coverage. All members of the household will be covered under the terms stated in the agreement.

How do I enroll in the Plan?

1. Carefully read the agreement and fill it out completely. **You may enroll anytime between May 1 and July 1, 2013.** Your enrollment covers medically necessary service from July 1, 2013 through June 30, 2014.
2. Submit your form with payment and copies of your insurance cards to:

City of Portland	OR	Portland Area Ambulance
259 Kent St.		773 E Grand River
Portland MI 48875		Portland MI 48875
Attn: Emergency Care Plan		Attn: Emergency Care Plan

What does the Plan cover? The plan covers all medically necessary ambulance runs during the coverage year of July 1, 2013 through June 30, 2014.

Do I have to renew every year? Yes. With changes in insurance billing requirements, we must renew your signature and verify your insurance cards every year. This insures correct and efficient billing to your insurance company.

Can I subscribe if I live in Florida for the winter? Yes. Your coverage will cover you while you are at your residence in Portland. You must provide us with the months you will be gone, and we will prorate your fees accordingly. Remember, you must enroll before July 1, 2013.

If you have any questions or need further information, please call Phil Gensterblum at 517-647-2935.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-23
A RESOLUTION TO AMEND THE BUDGET
FOR FISCAL YEAR 2012-2013

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

WHEREAS, the City Manager is requesting Council amend the 2012-2013 budget because the Ambulance Department has an opportunity to purchase 2 re-certified heart monitors for less than ½ of the cost of a new heart monitor; and

WHEREAS, the Finance Director has reviewed current fund balances and expenditures for FY 2012-2013 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the 2012-2013 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated:

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-24

A RESOLUTION APPROVING PURCHASE OF HEART MONITORS FOR AMBULANCE DEPARTMENT

WHEREAS, the City's Ambulance Department operates 3 ambulances, 2 of which are currently equipped with 12-lead heart monitors and are licensed by the state as advanced life support units and the remaining unit is equipped with an AED but has no heart monitor and is licensed by the state as a basic life support unit; and

WHEREAS, the City has investigated the cost of purchasing a new heart monitor for the basic unit so that it could be licensed as an advanced life support unit and found that the cost for a new 12-lead monitor is approximately \$32,000; and

WHEREAS, oldest heart monitor in use by the ambulance is 12 years old and only enables 12-lead monitoring whereas the newer monitor will do 12-lead monitoring and vital signs such as CO2, and AED; and

WHEREAS, the Ambulance Director was able to obtain a quote from Bound Tree that would enable the City to purchase 2 re-certified 12-lead heart monitors for \$15,427.90 (price includes \$2,000 trade-in for trading the oldest unit), including 3 batteries and 2 year maintenance on all 3 monitors in use by the ambulance, and the 2 new recertified monitors would have enhanced screens (typically a \$2500 enhancement) and do 12-lead monitoring and vital signs such as CO2, have AED, and also have the capability of invasive monitoring of an arterial line for critical care transfers; and

WHEREAS, the City Manager and Ambulance Director recommend that the City Council approve the purchase of the 2 re-certified heart monitors described in the attached Exhibit A, for a sum not to exceed \$15,427.90, so that the City Ambulance Department would have 3 advanced life support ambulances with better quality heart monitors that would improve patient care.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. City Council approves the purchase of the re-certified heart monitors described in the attached Exhibit A, for a sum not to exceed \$15,427.90.
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: April 1, 2013

Monique I. Miller, City Clerk



Quotation

5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 Phone: 800-533-0523 Fax: 800-257-5713

Date: 3/22/2013
 Valid Until: 5/21/2013
 Quotation #: 032213DT1

Account Name: PORTLAND AMBULANCE
 BILL TO:

Account Number: 210057
 SHIP TO:
 773 E. GRAND RIVER AVE.
 PORTLAND, MI. 48875

Contact Name: CHIEF PHIL GENSTERBLUM

Phone No: 517-647-2935

Account Manager
 Dave Tomlin

Ship Method: shipping
 Payment Terms: pay terms

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price
4610-LP1212BIPSBCA	Re-Certified Lifepak 12 12-Lead Biphasic, Pacing, SpO2, NIBP, EtCO2 and AED	EA	\$ 8,028.57	2	\$ 16,057.14
	Preventative Maintenance on Defibrillator, 1				
4680-PM1-2-D	Maintenance per Year for 2 Years	EA	\$ 381.92	3	\$ 1,145.76
11141-000106	Physio Control Lithium Ion Batteries (DXE DEAL)	EA	\$ 75.00	3	\$ 225.00
	LP12 W/Biphas., AED, Pacing & 12Lead (Trade-in)	EA	(\$2,000.00)	1	(\$2,000.00)
				Merchandise Total:	\$ 15,427.90

The 2 Recertified Lifepak 12 Monitors will come with , at no charge, INVASIVE MONITORING capability. The 2 Recertified Lifepak 12 Monitors will also be upgraded with a NEW EL MONITOR SCREEN.

Sales Tax will be applied to customers who are not tax exempt.
 Shipping charges will be prepaid and added to the invoice unless otherwise stated.
 This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-25

A RESOLUTION APPROVING THE BOARD OF LIGHT AND POWER'S
RECOMMENDATION TO ADD ADDITIONAL FOOTAGE TO THE ELECTRIC
UNDERGROUNDING WORK PREVIOUSLY AWARDED TO COOK BROTHERS
EXCAVATING, INC

WHEREAS, toward the end of October 2012 the power lines that serve the homes on Mulder Drive began to fail; and

WHEREAS, the Electric Superintendent inquired and Cook Brothers Excavating, Inc. agreed to hold their prior year's bid prices for additional work to replace underground electric lines along Mulder Drive that were direct buried (not in conduit) in the 1960s and 1970s; and

WHEREAS, on October 30, 2012 the Board of Light and Power reviewed the proposed scope of work and estimated cost based on last years contract with Cook Brothers Excavating, Inc. and approved a recommendation that the City Council approve the Mulder Drive electric line replacement project and award the excavation work to Cook Brothers for the amounts estimated, for construction in the Fall of 2012; and

WHEREAS, the City Council approved the Board of Light and Power's recommendation and approved the Mulder Drive electric line replacement project and award the excavation work to Cook Brothers for construction in the Fall of 2012; and

WHEREAS, Cook Brothers have not completed the Mulder Drive electric line replacement project and the Board of Light and Power met on March 19, 2013 and reviewed adding additional work and the estimated cost, based on the current contract, which is summarized on the attached Exhibit A, and approved a recommendation that the City Council approve adding additional footage to the Mulder Drive electric line replacement project for the amounts estimated on the attached Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the adding more footage to the Mulder Drive electric line replacement project for the amounts estimated on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 1, 2013

Monique I. Miller, City Clerk

City of Portland
Board of Light & Power
723 E. Gd. River Ave.
Portland, Mi. 48875

March 20th, 2013

To: City Council
City Manager

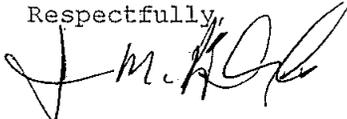
Re: Light & Power Board recommendations.

Last night at the Light & Power Board meeting, the Light & Power Board passed the following two recommendations.

1-Recommend to pass the budget as discussed/developed in the March 12th, 2013 workshop/meeting.

2-Recommend to add additional footage on Cook Bros. existing project on Mulder Rd. since they are still on the job, due to restoration work that is not complete. Attached is cost and map of additional work. Sufficient money is in this years budget with remainder in next years budget.

Respectfully,



Jon M. Hyland

Exhibit

A

City of Portland
Board of Light & Power
723 E. Gd. River Ave.
Portland, Mi. 48875

March 18th, 2013

Additional work on Barnes/Maynard/Ionia. Cook Bros. is still completing work on Mulder Dr./Barnes Rd. area. Before he leaves the area, I want/need to do some additional work.

3270 lin. 3/4 trench -----	\$ 26,160.00
1300 ft. house services-----	\$ 7,800.00
24 lin 12" conduit under ditch drain-----	\$ 288.00
Remove/dispose brush and stumps (Maynard)-----	\$ 660.00
3770 lin. ft. seed and restore-----	\$ 10,556.00
12 gravel drive repairs-----	\$ 1,080.00
2 asphalt drive repairs-----	\$ 1,140.00
80 cu. yds. fill sand-----	\$ 480.00
Traffic control as needed-----	\$ 300.00
4 4in.concrete driveway bores-----	\$ 1,200.00
5 4in. bores under Maynard-----	\$ 2,000.00
Establish right of way-----	\$ 2,000.00
Subtotal-----	\$ 53,664.00
10% Contingency-----	\$ 5,366.40
Total-----	\$ 59,030.40

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-26

A RESOLUTION A RESOLUTION APPROVING THE ELECTRIC SUPERINTENDENT AND CITY MANAGER'S RECOMMENDATION TO APPROVE PERFORMANCE TESTING ON THE EMISSION REDUCTION EQUIPMENT ON THE GENERATORS AT THE ELECTRIC PLANT

WHEREAS, the United States Environmental Protection Agency (EPA) has developed National Emissions Standards for Hazardous Air Pollutants (NESHAP) for Reciprocating Internal Combustion Engines (RICE) that will require a 70% emission reduction for carbon monoxide (CO) for the diesel and dual fuel generating equipment that uses more than 2% diesel as pilot fuel; and

WHEREAS, the diesel generators at Portland's Electric Plant fall under the EPA's NESHAP RICE regulations and must be modified to reduce emissions if they are to continue to operate and

WHEREAS, the City Council previously approved Resolution 11-39 to install emissions reduction equipment on the City's 3 diesel generators to comply with the EPA's NESHAP RICE requirements; and

WHEREAS, the emissions reduction equipment was tested at the end of August 2011 after the installation was completed and Generator 3 (1 MW Nordberg) achieved an emission reduction of 94-95%, Generator 4 (0.8MW Cooper Bessemer) achieved an emission reduction of 93%, Generator 5 (2 MW Fairbanks) achieved an emission reduction of 93%; and

WHEREAS, the emission reduction equipment is required to be performance tested every three years at a cost of \$400 for the EPA test application, \$5,000 for the first unit tested, and \$2,500 for each additional unit (\$10,400 total); and

WHEREAS, the emission equipment installed on Generator 5 had a manufacturer defect which is being fixed(at no cost to the City) and must be retested after it is repaired so the City has an opportunity to test Generators 3 and 4 at the same time for \$5,000 or can wait until next year and pay \$7,900 (\$400+\$5,000+\$2,500);and

WHEREAS, the Electric Superintendent and City Manager recommend testing Generators 3 and 4 this year to save \$2,900 and keep all of the Generators on the same test schedule to achieve the benefits of the economy of scale since testing of the first unit requires the \$400 application fee and would cost \$5,000.

WHEREAS, the City has adequate funds available in the 2012-2013 budget to pay \$5,000 for the testing for Generators 3 and 4.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Electric Superintendent and City Manager's recommendation to test Generators 3 and 4 this year to save \$2,900 and keep all of the Generators on the same test schedule so that the City can continue to receive the benefits of the economy of scale on future testing.
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: April 1, 2013

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-27

A RESOLUTION APPROVING A TITLE VI PLAN FOR THE CITY OF PORTLAND

WHEREAS, Title VI of the Civil Rights Act of 19621, and related statutes state that, “ No person in the United States shall on the grounds of race, color, or national origin, sex, age, disability, or socio-economic status, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance.” The Civil Rights Restoration Act of 1987 restored the full intent of Title VI to require compliance by all federal aid recipients and sub-recipients whether their programs or activities are federally funded or not.; and

WHEREAS, related to Title VI, Executive Order 12898, Limited English Proficiency and Executive Order 13166, Environmental Justice was enacted to ensure non-discrimination against low-income populations, minority populations and persons who have limited ability to speak, write, or understand English. These Executive Orders require recipients and sub-recipients to address Environmental Justice and Limited English Proficiency in consideration of and approach to any program, service, or activity receiving federal financial assistance, in their Title VI plans.; and

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

WHEREAS, the City Manager has worked with MDOT’s Civil Rights staff to develop a Title VI Non-Discrimination Plan for the City that meets all of the legal requirements, a copy of which is attached as Exhibit A, and recommends that the City Council approved it

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Title VI Non-Discrimination Plan, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 1, 2013

Monique I. Miller, City Clerk

CITY OF PORTLAND

TITLE VI

NON-DISCRIMINATION PLAN

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Portland, MI 48875
Phone: 517-647-7531
Fax: 517-647-2938
Website: www.portland-michigan.org

Title VI Coordinator:
Thomas J. Dempsey, City Manager
Phone: 517-647-2931
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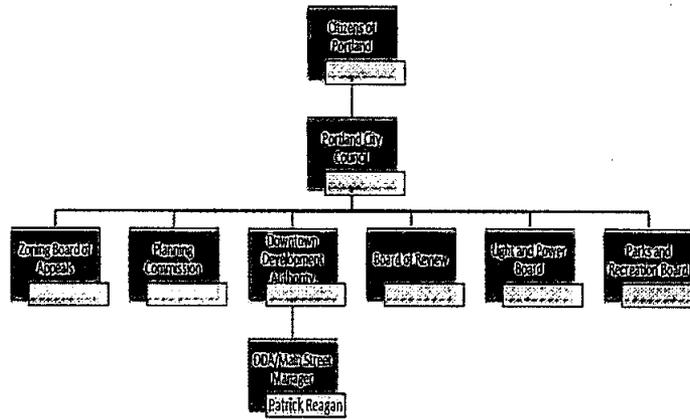


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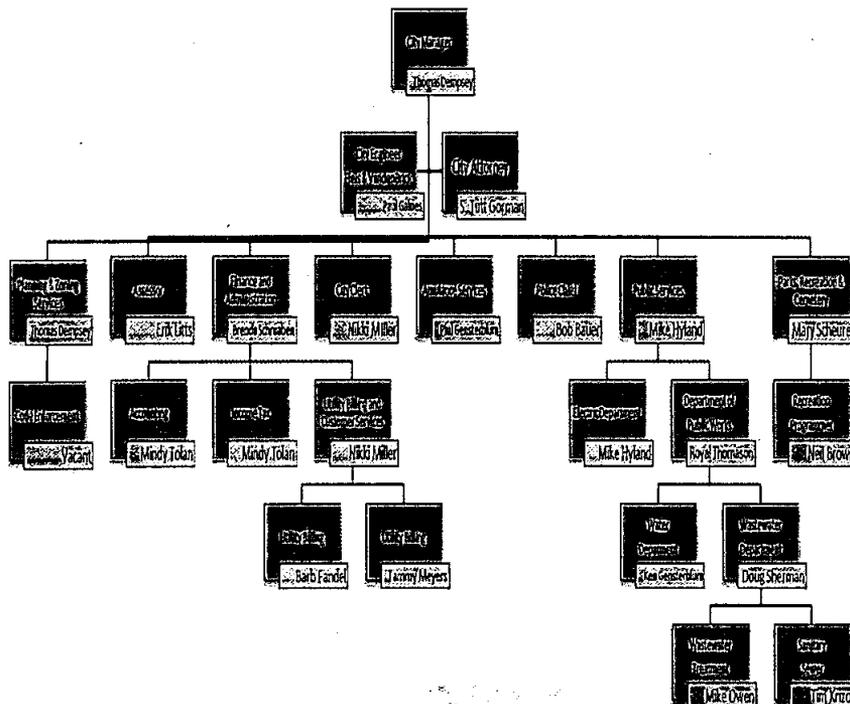
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City Administration



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 of the City, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the state of Michigan. 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, 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 City 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 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 City services, programs or activities.

As the 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, religion, 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 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 of Portland and its sub-recipients of federal funds shall not:

1. Deny any individual with any services, 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 Thomas J. Dempsey, City Manager as the Title VI Coordinator. The City Manager 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 City Manager at 259 Kent Street, Portland, MI 48875; by phone at (517) 647-2931; or via email at citymanager@portland-michigan.org.

James E. Barnes
Mayor

Thomas J. Dempsey
City Manager / Title VI Coordinator

**CITY OF PORTLAND
TITLE VI ASSURANCE**

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 gender, 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

Thomas J. Dempsey, City Manager

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 City Manager Thomas J. Dempsey as the Title VI Coordinator (hereinafter referred to the “Title VI Coordinator”). Mr. Dempsey 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 5th.

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 will disseminate Title VI Program information to the City 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 Title VI Plan on the City of Portland's internet website, at 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 Proficiencyⁱ, 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 encounterⁱⁱ. 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 14th, 2005 Federal Register.ⁱⁱⁱ

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 and 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 2011 Data for the City of Portland shows a small amount of the population that would speak English less than 'very well.'

TABLE #1

LANGUAGE SPOKEN AT HOME	# of Individuals	Percentage
Population 5 years and over	3,733	3,733
English only	3,681	98.6%
Language other than English	52	1.4%
Speak English less than "very well"	18	0.5%
Spanish	24	0.6%

Speak English less than "very well"	7	0.2%
Other Indo-European languages	22	0.6%
Speak English less than "very well"	11	0.3%
Asian and Pacific Islander languages	0	0.0%
Speak English less than "very well"	0	0.0%
Other languages	6	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 had one encounter with an LEP individual. We have offices accessible to the public and therefore accessible to LEP individuals and we 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 small concentration of LEP individuals as displayed in Table #1 (above) the probability of our employees to encounter and 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, elections, and other services to citizens of the City and individuals from outside of the city, 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. Although the LEP population in the city is small, 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 does serve very few LEP persons and has very limited resources; therefore it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order.

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 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 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 when 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 persons 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.^{iv}

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 and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.^v

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.

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 City employee 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 of 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 there is 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 of 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 an 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 of 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 Staff Training.

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

ENVIRONMENTAL JUSTICE

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, following 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 potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority 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 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 off setting 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 the City's sub-recipient should be investigated by the City following the internal complaint process.
- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of the City Manager for review.
- The City Manager reviews the file and investigative report. Subsequent to the review, the City Manager 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:

Thomas J. Dempsey, City Manager
259 Kent Street
Portland, MI 48875
Phone: 517-647-2931
Fax: 517-647-2938
Email: citymanager@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 of 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

the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*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 Title VI of the Civil Rights Act of 1964.

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 due to a physical impairment, please contact City Manager Thomas J. Dempsey by phone at 517-647-2931 or via e-mail at citymanager@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 | ____ Religion |
| ____ Color | ____ National Origin |
| ____ Age | ____ Sex |
| ____ Disability | ____ Income |

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).

Signature: _____ Date: _____

Please return completed form to: Thomas J. Dempsey, City Manager, 259 Kent Street, Portland, MI 48875; E-mail: citymanager@portland-michigan.org; Phone: 517-647-2931; 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 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 City Manager.

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.
2. The City of Portland's Title VI Plan will be published on the City's website.
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 Assurance 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. All City of Portland employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
7. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
8. 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, number of 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 and 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/Imminent Domain:** The number of such actions and diversity of individual affected.
 - h. **Program Participants:** Racial Data of program participants where possible.

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

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

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

^{iv} <http://www.dotcr.ost.dot.gov/asp/lep/asp>

^v Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 11

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-28

A RESOLUTION APPROVING THE PURCHASE OF A NEW POLICE CAR

WHEREAS, the Police Chief is requesting permission to purchase a 2013 police car which must be ordered by April 10, 2013 to guarantee that it will get built and the City will get pricing from the 2013 Macomb County bid; and

WHEREAS, the Police Chief is requesting approval of \$32,025 to cover the costs of a new vehicle including the purchase (\$27,298), changeover (\$4,422) and striping (\$305) as set forth in the attached Exhibit A; and

WHEREAS, sufficient funds must be budgeted in 2013-2014 budget to cover the cost of the proposed purchase as the vehicle will not be delivered and paid for until after July 1, 2013; and

WHEREAS, the City Manager recommends authorizing the order and budgeting the funds as this is the last model year planned for the Crown Vic and new vehicle costs are likely to be higher since we cannot re-use the existing equipment; and

WHEREAS, the Manager also recommends that City Council authorize taking bids with a minimum bid equal to the trade-in price or trading-in the vehicles (303 and retired police car 904) listed on the attached Exhibit A, to help offset the costs of purchasing the new vehicle.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves and authorizes the Police Chief to place the order for a new police car at a cost not to exceed \$27,298.00.
2. The City Council approves taking bids with a minimum bid equal to the trade-in price or trading the vehicles (303 and retired police car 904) listed on the attached Exhibit A, to help offset the costs of purchasing the new vehicle.
3. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 1, 2013

Monique I. Miller, City Clerk

TO: City Manager-Tom Dempsey
FROM: Chief Bob Bauer
SUBJECT: New Patrol Car Request
DATE: 03-28-2013

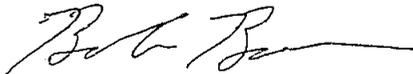
Tom, attached is the specifications, and price quotes for the proposed new patrol car. It is a 2013 Ford Taurus Ford Interceptor, AWD in dark blue. The cost is higher than in the past due to the car being a new model as they no longer produce the Ford Crown Victoria. That means almost all of the interior equipment has to be replaced.

The cost is as follows:

Vehicle-	\$27,298.00
	- \$2,000 for trade in of vehicle 303
Sub Total	\$25,298.00
Changeover costs	\$4,422.80
Striping	\$305.00
Total Vehicle Costs	\$30,025.80

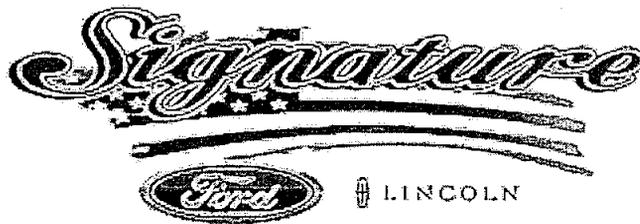
I would note that a second vehicle, 904 that is currently at the DPW will also be traded in and that amount will be added to the Motorpool fund making adequate funds available for this vehicle.

If you have questions contact me.



Chief Bob Bauer

Exhibit
A



March 27, 2013

City of Portland Police Department
Attn: Chief Bob Bauer
773 E. Grand River
Portland, MI 48875

Dear Chief Bob Bauer:

Price on 2013 Vehicle Macomb County Contract Bid:

2013 Ford Police Interceptor Sedan AWD in Dark Blue	\$27,298.00 ea
Trade-in 2008 Ford Police Interceptor	<u>-\$2,000.00</u>
Total Delivered Price	\$25,298.00

* Vehicles Must be Ordered by order cutoff, with delivery after July,1 2013.

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

Delivery date: About 120 days from receipt of your PO.

Order Cutoff Date: April 12, 2013.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

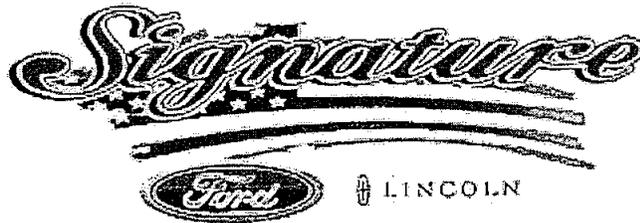
If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 East Main St, Owosso, MI 48867
888-92-FLEET or 888-923-5338, Fax 517-625-5832



Signature Ford of Owosso
1960 E. Main Street
Owosso MI. 48867
(989) 725-2888
(888)923-5338

WWW.SIGAUTOGROUP.COM

Signature Ford of Perry
3942 W Lansing Rd.
Perry MI 48872
(517) 625-5600
(800) 364-2868

March 25, 2013

City of Portland Police Department
Attn: Chief Bob Bauer
773 E. Grand River
Portland, MI 48875

Dear Chief Bob Bauer:

I have put your Police vehicles on the Taxi bid program and the high bid came back to as:

2008 Ford Crown Victoria Vin# 2FAFP71V28X120927 \$2,000.00

This quote is only good until July 31st, 2013.
If you have any questions please call me.

Respectfully submitted,

Bill Campbell

Bill Campbell
Fleet Sales Manager

Macomb County Bid Price
 (Bid #12-07, MY2013) in the
State of Michigan
2013 Sedan Police Interceptor
Major Standard Equipment

MECHANICAL

- Alternator – 220-amp
- Auxiliary Transmission Oil Cooler
- Battery – H.D. maintenance-free 78A/750 CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/ H.D. Front and Rear Calipers
- Column Shifter – vinyl molded-black shift knob
- Drive train – All-Wheel-Drive
- Dual Exhaust – Quasi
- Electric Power Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.5L V6 Ti-VCT FFV1 (Note: FFV is not available on the EcoBoost™ engine)
- Engine Hour Meter
- Engine Oil Cooler
- Independent Front Suspension with Front and Rear Stabilizer Bar
- Transmission – 6-Speed Transmission

EXTERIOR

- Decklid – Cylinder Lock
- Door Handles – Painted Black
- Front Door Lock Cylinders (Front Driver/Passenger)
- Glass – Solar-Tinted
- Grille – Black
- Headlights – Projector Halogen
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors (integrated blind spot mirrors not included when equipped with BLIS®)
- Nameplate Badging – "Police Interceptor" and "Road Leaf" FFV Badging
- Roof Mount Antenna
- Tail Lamps – Halogen with Halogen deck lid Lamps
- Tires

— P245/55R18 A/S BSW

— Wheels – 18" x 8" (E-coat with Black Top Coat) Steel with Wheel Hub Cover

— Full Size Spare Tire P245/55R18 A/S BSW

— 18" Conventional Steel Spare Wheel

• Underbody Deflector

INTERIOR / COMFORT

- Climate Control – Single Zone Manual
- Console Mounting Plate – Black e-Coat
- Door Locks – Power – Rear Door Handles and Locks Operable
- Floor – Heavy-Duty Thermoplastic Elastomer
- Pedals – Power adjustable
- Power points – 2 located in I/P lower close-out
- Seats

- 1st Row Heavy-Duty Cloth Bucket
- 6-way power driver (man rcln, man lumbar) with 2-way manual passenger (man rcln, no lumbar)
- Built-in steel intrusion plates in both front seatbacks
- 2nd row Vinyl Bench
- 2nd row door-panels – simplified, no pockets or door speakers, easy clean surface
- Scuff Plates – Front & Rear
- Steering wheel – Manual/Tilt, Urethane Wrapped with Speed Controls / Audio Controls
- Storage – Overhead Console with dome/map lights and sunglass holder
- Sun visors – Non-Illuminated Driver/Passenger
- Trunk – Flat Load Floor
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)
- Windows
- Power, 1-touch Up/Down Driver-Side
- Window disable lock, 2nd Row
- Power Rear Windows Driver Switch Only

• Work task light – 1st row

1 FFV in non-Green States

SAFETY & SECURITY

- Accessory Delay
- AdvanceTrac® w/ESC® (Electronic Stability Control™) w/Hydraulic Brake Assist
- Airbags
- Front Airbags
- Side-Impact Airbags
- Safety Canopy® with rollover sensor
- Anti-Lock Brakes (ABS) with Traction Control
- Battery saver feature
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- 3Yr/36,000 Miles Bumper to Bumper Warranty
- 5Yr/100,000 Miles Powertrain Warranty

FUNCTIONAL

- Easy Fuel® Capless Fuel-Filler
- MyFord™
- Police Cluster
- AM/FM / CD / MP3 Capable / Clock / 4 speakers
- 4.2" Color LCD Screen Center Stack "Smart Display"
- 5-way Steering Wheel Switches, Redundant Controls
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire

Base Prices

<input type="checkbox"/>	Sedan All Wheel Drive (3.5L V6 FFV, 288 HP) P2M/500A	\$23,392.00
<input checked="" type="checkbox"/>	Sedan All Wheel Drive (3.7L V6 FFV, 305 HP) P2M/500A/99K	\$23,502.00
<input type="checkbox"/>	Sedan All Wheel Drive (3.5L V6 GTDI EcoBoost, 365 HP, 148 MPH, 99T/44C) P2M/500A	\$26,137.00
<input type="checkbox"/>	Sedan Front Wheel Drive (3.5L V6 FFV 288 HP) P2L/500A	\$22,392.00

Terms: Net 10 days

Electrical/Wiring

<input type="checkbox"/>	Electronics Tray (w/o Fan)	62D	219.00
<input type="checkbox"/>	Trunk Circulation Fan (mounted on package tray)	97T	60.00
<input checked="" type="checkbox"/>	Noise Suppression Bonds (Ground Straps)	20P	95.00

Audio/Video

<input type="checkbox"/>	Rear View Camera (Req. Electrochromic Rearview Mirror – Camera is Displayed in rear view mirror)	77B	229.00
<input type="checkbox"/>	SYNC@ Basic (Voice Activated Communication System, Includes Reverse Sensing)	53M/76R	534.00
<input type="checkbox"/>	Remappable (4) switches on steering wheel (less Voice, not avail. w/SYNC)	47J	112.00
<input type="checkbox"/>	Remappable (4) switches on steering wheel (with Voice, requires SYNC)	47K	112.00

Doors/Windows

<input type="checkbox"/>	Hidden Door Lock Plunger	63B	135.00
<input type="checkbox"/>	Hidden Door Lock Plunger and Rear Door Handle Inoperable	63P	155.00
<input type="checkbox"/>	Rear Door Handles Inoperable/Locks Operable	18L	35.00
<input type="checkbox"/>	Rear Door Handles Inoperable/Locks Inoperable	18G	35.00
<input checked="" type="checkbox"/>	Windows-Rear window power delete, operable from front driver side switches	67D	25.00
<input checked="" type="checkbox"/>	Lock system; Single Key/All Vehicles Keyed Alike	43B	50.00
	Keyed Alike 1284x= 43B Keyed Alike 1294x= 43C Keyed Alike 0135x= 43D		
	Keyed Alike 1435x= 43E Keyed Alike 0576x= 43F Keyed Alike 0151x= 43G		
	Keyed Alike 1111x= 43J		

Safety & Security

<input type="checkbox"/>	Ballistic Door Panels – Driver Front Door Only	65E	1550.00
<input type="checkbox"/>	Ballistic Door Panels – Driver & Pass Front Doors	65C	3095.00
<input type="checkbox"/>	BLIS@ – Blind Spot Monitoring with Cross Traffic Alert	55B	433.00
<input type="checkbox"/>	Lockable Gas Cap for Easy Fuel Capless Fuel-Filler	98K	20.00
<input checked="" type="checkbox"/>	Mirrors– Heated, Non BLIS	549	60.00
<input type="checkbox"/>	Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	59B/60P	347.00
<input type="checkbox"/>	Remote Keyless Entry Key Fob (w/o Keypad) (N/A w/Keyed Alike)	60P	242.00
<input type="checkbox"/>	Reverse Sensing	76R	277.00
<input type="checkbox"/>	<u>Police Interceptor #1 – Front Headlamp Lighting Solution</u>	661	819.00

– Base projector beam headlamp plus two (2) multi-function Park/Turn/Warn (PTW) bulbs for Wig-wag simulation, and two (2) white hemispheric lighthouse LED side warning lights.

Note: Not available with Police Interceptor Package #6 – 856

<input type="checkbox"/>	<u>Police Interceptor #1a - Front Headlamp/Police Interceptor</u>	13P	120.00
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Housing Only

– Pre-drilled hole for side marker police use, does not include LED installed

Bulb (eliminates need to drill housing assemblies)

– Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights)

Note: Not available with Police Interceptor Package #1 – 661

Note: Not available with Police Interceptor Package #6 – 856

<input type="checkbox"/>	<u>Police Interceptor #2 – Tail Lamp Lighting Solution</u>	662	401.00
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– Includes base lamp, plus two (2) rear integrated hemispheric red lighthouse LED side warning lights in taillamps

Note: Not available with Police Interceptor Package #6 – 856

<input type="checkbox"/>	<u>Police Interceptor #3 – Rear Lighting Solution</u>	663	453.00
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– Includes two (2) backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) mounted inside back window; surrounds brake stop light)

– Includes two (2) linear high-intensity LED lights (driver side red / passenger side blue) mounted on inside trunk decklid (lights activate when decklid is open)

Note: Not available with Police Interceptor Package #6 – 856

<input type="checkbox"/>	<u>Police Interceptor #4 – Trunk Upfit Package</u>	854	652.00
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• Rear console mounting plate – contours through 2nd row; channel for wiring

• Wiring overlay harness with lighting and siren interface connections

• Vehicle Engine Harness:

– Two (2) light connectors – supports up to three (3) LED lights each (engine compartment)

– One (1) grille LED light connector – supports two (2) LED lights

– Two (2) 50 amp battery ground circuits in power distribution junction block (in trunk)

– One (1) 10-amp siren/speaker circuit (engine to trunk)

– Trunk circulation fan maintains airflow from cabin to trunk

– Trunk electronics tray (4 sq. ft) with 18" of travel

Note: Not available with the following Police Interceptor Packages: #5 (855); #6 (856)

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 13-29

A RESOLUTION APPROVING SMITH HOUSING CONSULTING'S PROPOSAL TO PROVIDE THIRD PARTY GRANT ADMINISTRATION SERVICES FOR MSHDA'S DOWNTOWN RENTAL REHABILITATION PROGRAM IN THE CITY OF PORTLAND

WHEREAS, the City held an information meeting to answer questions and determine the level of interest in developing an application for a Michigan State Housing Development Authority (MSHDA) Downtown Rental Rehabilitation Grant; and

WHEREAS, MSHDA's Downtown Rental Rehabilitation Program assists downtown property owners with the development or rehabilitation of residential rental units on the second floor of commercial buildings in the downtown by providing a five (5) year no interest loan which is forgivable after the apartment is offered for rent for a five (5) year affordability period; and

WHEREAS, there appears to be interest in developing an application to assists downtown property owners with the development or rehabilitation of approximately 9 residential rental units on the second floor of buildings in the downtown; and

WHEREAS, due to limited staffing and the required expertise, the City has used a third party administrator to apply for and administer grants from MSHDA's Downtown Rental Rehabilitation Program; and

WHEREAS, the City issued a Request for Proposals for Grant Administration Services and received one proposal from Smith Housing Consulting, a copy of that proposal is attached as Exhibit A; and

WHEREAS, the City has worked with Smith Housing Consulting in the past and the City Manager is recommending that the City Council approve the proposal, a copy of which is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the proposal submitted by Smith Housing Consulting, a copy of which is attached as Exhibit A, and authorizes the City Manager to work with the Consultant to prepare an application for a Michigan State Housing Development Authority (MSHDA) Downtown Rental Rehabilitation Grant.
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: April 1, 2013

Monique I. Miller, City Clerk



City of Portland



**Proposal for Grant Administration
Michigan State Housing Development Authority
Rental Rehab Program**

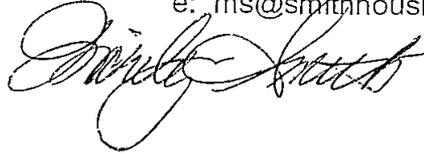
Submitted on March 14, 2013 by:
Smith Housing Consulting

**Exhibit
A**

i. business organization:

Marilyn Smith, Owner
Smith Housing Consulting
412 West Center Street
Hastings, MI 49058

v: 734-341-1866
f: 269-798-5903
e: ms@smithhousing.com



ii. project team:



Kathleen Eriksen, Owner
Eriksen Development Company, LLC

Award winning Downtown Development expert with over 14 years experience serving as Downtown Development Director in various communities in Michigan and California. Experience administering MSHDA Rental Rehab Program in Jackson and Battle Creek, MI. Currently studying to become a Licensed Builder. Graduate of Spring Arbor University with a bachelors degree in Management and Organizational Development.



Jani Hart, Owner
Co.Hart Solutions

Dynamic urban, architectural and graphic design consultant with over 20 years of experience serving historic Michigan communities. Recently provided design assistance to roughly 30 projects in Battle Creek, Constantine, Hastings, Homer and Lake Odessa under NSP2, MEDC, MSHDA, and SHPO program guidelines. With a master's degree in Architecture from the University of Michigan, Co. Hart Solutions is currently working towards obtaining both architectural and residential builder's licensing in Michigan.



Marilyn Smith, Owner
Smith Housing Consulting

Accomplished housing specialist with a bachelors degree in Behavioral and Environmental Design from Michigan State University. Over 10 years experience working as third party administrator for MSHDA programs. Completed over 50 MSHDA Rental Rehab projects in various downtown communities. Has experience administering NSP1, HOME, and CDBG projects in several southwest Michigan communities.

Resumes Located at the End of Proposal—Attachment A
Press Excerpts—Attachment B

iii. capacity to perform work:

The project team consists of three experienced professionals who are highly qualified in a number of areas, ranging from property rehab, historic preservation, architectural design, MSHDA grant administration, marketing, fund development, code compliance, and downtown development. The team is fully capable of handling all aspects of grant administration.

iv. statement of project:

The Downtown Rental Rehabilitation Program (DRR) provided through the Michigan State Housing Development Authority (MSHDA) is an immensely rewarding program for businesses, residents, and cities, and is the cornerstone for "Place Making" goals for Michigan communities advocated by Governor Synder. Since Place Making locations are both vital links and end destinations for large numbers of people, the ability to create living space in a downtown encourages and promotes the living-working environments that are essential for downtown district survival. Portland's extraordinary main street will benefit immensely from the foot traffic that will naturally evolve when people reside above the stores.

Certainly our first obligation as third-party administrators will be to engage the City and property owners in informational meetings about the grant process. Secondly, our tasks will be to follow all the preliminary guidelines for evaluation of individual projects and resources prior to grant submission. Finally, and most importantly, we will manage the complete grant operation within the guidelines of MSHDA/HUD for the entire funding term (and beyond with tenant recertification) – from the application, through the Environmental Review, to project development, and finally to the close-out monitoring and audit.

v: management summary and work plan:



The team is prepared to provide professional assistance and guidance to the City of Portland as a Third Party Grant Administrator for the MSHDA Rental Rehab program. The following narrative is a broad overview of the proposed effort taken from a marketing perspective. Following the narrative, is the technical plan outlining the specific services to be delivered.

Our initial step will be to meet with City officials to establish the boundaries of the target development area.

The next meeting will be with the downtown community. We will provide a PowerPoint presentation outlining the program, and distribute attractive, informative promotional materials about the Rental Rehab program. We will write,

design and print two separate brochures: one for general program guidelines; and the other for tenant eligibility requirements. Additional print material may be created to promote the program, thereby encouraging participation.

v: management summary and work plan (cont.):

To engage the downtown property owners, we will have "Work Boot—Flash Light Tours." At these tours, a Residential Shepherding Crew consisting of an architect/designer, downtown development specialist, and local building inspector will tour potential project sites with property owners. We will view their upper stories, and make preliminary evaluations of their space — including egress, number of units, and square footage.



*Rental Rehab project underway.
121 South Jefferson, Hastings, MI*



*Riverfront Condo Open House
Battle Creek, MI*

Our design team consultant will work closely with the property owners, local building official and their architect to review design and ensure it's in line with State Historic Preservation Office guidelines.

Finally, we will work with the City and property owners to coordinate "Loft Bloom" events to unveil the completed units in celebratory style. If desired, the media will be invited.

With enthusiasm for downtown Portland's potential, our team will attract, engage, and assist qualified Portland property owners as they develop their property using the support of the MSHDA'S Rental Rehab program.

v: management summary and work plan (cont.):

- A. Provide assistance in the preparation of an application for Downtown Rental Rehabilitation for the City of Portland (including a modified Phase I assessment of each building). Assist City to define boundaries of target area (time frame to be determined by the City). Work with MSHDA's expected timeframe of expenditures and project development for the grant.
- B. Provide all administrative services as may be required for the administration of a Community Development Block Grant Program (or other funding source as determined by the grant award), including but not restricted to:
 - 1. Pre-Grant Disbursement Conditions as written in the Grant Agreement, and subsequent correspondence regarding disbursement, including the Environmental Review, with City approval.
 - 2. General Rental Rehabilitation Preparation:
 - a. Review and modify established, approved, local guidelines for administration of funds as required to meet needs of City/program requirements (or create new, if none exists).
 - b. Advertise activities/projects availability. Market the program with downtown property owners. Educate, encourage participation, streamline processes, and work to remove barriers.
 - c. Solicit initial pre-applications from building owners.
 - d. Solicit applications from building owners, as determined from pre-application.
 - e. Be the main point of contact for downtown property owners. Provide forms, information and general assistance. Host informational meetings.
 - f. Review all applications and verify eligibility of applicants.
 - g. Obtain and oversee all pre-work assessments for buildings (i.e. lead/asbestos).
 - h. Specify and estimate cost of work to be completed on rental units/buildings based upon required architectural drawings (drawings at owners' expense).
 - i. Assemble and submit environmental and historical review documentation.
 - j. Maintain financial records, performance and compliance reports, and all other documentation and files required by State and Federal funding sources. Submit timely reports.
 - k. Responsible for all online OPAL administration of the MSHDA grant.
 - l. Submit progress reports.
 - m. Maintain communication with property owners, contractors, MSHDA, and City officials to ensure projects are completed in a timely manner and comply with MSHDA requirements.
 - n. Provide before and after photo documentation for all projects.
 - o. Be the point of contact for MSHDA monitoring and audits of Rehab projects.

v. management summary and work plan (cont.):

3. Contractor Selection:
 - a. Advertise for and develop a list of qualified contractors.
 - b. Screen contractors to ensure proper licensing, insurance, and qualification.
 - c. Oversee bidding process, bid specifications, and documentation.
 - d. Send/distribute specifications to contractors for bids with owner's approval.
 - e. Open sealed bids at time/date specific per guidelines (at City).
 - f. Assist owners with contractor selection/bid review.
 - g. Prepare contracts, and assist contractors and owners with contracts.
 - h. Monitor labor standards, if applicable.
 4. Deferred Loans:
 - a. Prepare all paperwork associated with loan closing (Notices of Commencement and Furnishings; agreements; mortgages; and notes). File Notices of Commencement and Mortgages with Register of Deeds.
 5. Inspection of Work (ongoing and at completion):
 - a. Assure that all rehabilitation work is satisfactorily completed as designed with appropriate permits requested/filed and inspected, and all subcontractor and suppliers paid.
 - b. Work with property owner, architect, contractors and building code officials to ensure work complies with MSHDA standards and Michigan Rehabilitation Code for Existing Buildings.
 - c. All waivers must be signed, prior to final payment to contractor per contract.
 6. Tenant Application and Verification:
 - a. Assist tenants with rental application and verify all income requirements.
 - b. Assist landlord in calculating rent limits and utility schedules.
 7. Project and Grant Closeout:
 - a. Inspect all projects at completion prior to occupancy.
 - b. File project documents and retain for required time period.
 - c. Prepare program reports and account for all expenditures after City approval.
 - d. Work with City Clerk and/or Treasurer to coordinate bookkeeping.
 - e. Work with City Community Development Coordinator and other officials, as required, to meet project goals.
 - f. Work with Michigan State Housing Development Authority with monitoring.
 - g. Assist with audit of program, if required.
 - h. Monitor rental units/tenants for a period of five years, and inspect units every three years while under compliance period. (May vary pending funding source.)
 8. Hours of Availability:
 - a. Regular office hours and on-call (as needed) for administration of the program.
 - b. On-site as required by the City.
- C. Administer the Community Development Block Grant Program in accordance with rules and regulations of the U.S. Department of Housing and Urban Development, as set forth in 24 CFR 570 et seq., and the Guidebook for Administration of Community Development Block Grant Program (or other funds in accordance with their regulations).
- D. Be considered an independent contractor by all terms. Acceptance as payment-in-full 90% administration allowable by grant award. 10% administration paid to the City of Portland.

vi. prior experience:

The following is just a sampling of over 50 MSHDA Rental Rehab projects completed by the team.

CITY OF HASTINGS—REFERENCE

Mr. John Hart
Community Development Director
City of Hastings
201 East State Street
Hastings, MI 49058
269-945-2468

CITY OF HASTINGS—PROJECTS

148 East State Street
Three Apartments
Owner: \$24,355
Project Cost: \$94,335

220 South Broadway
Two Apartments
Owner: \$23,620
Project Cost: \$93,620

149 West State Street
Two Apartments
Owner: \$46,694
Project Cost: \$116,694

121 South Jefferson Street
One Apartment
Owner: \$20,655
Project Cost: \$55,655

118 West State Street
One Apartment
Owner: \$33,701
Project Cost: \$68,701

CITY OF DOWAGIAC—REFERENCE

Ms. Vickie Phillipson
DDA/Chamber of Commerce Director
City of Dowagiac
241 South Front Street
Dowagiac, MI 49047
269-782-8212

CITY OF DOWAGIAC—PROJECTS

132 South Front Street
One Apartment
Owner: \$25,893
Project Cost: \$60,022

134 South Front Street
Three Apartments
Owner: \$76,850
Project Cost: \$181,850

138 South Front Street
One Apartment
Owner: \$7,350
Project Cost: \$30,517

140 South Front Street
Two Apartments
Owner: \$58,290
Project Cost: \$128,290

142 South Front Street
Two Apartments
Owner: \$12,385
Project Cost: \$30,385

144 South Front Street
Four Apartments
Owner: \$130,575
Project Cost: \$270,575

146 South Front Street
Three Apartments
Owner: \$75,175
Project Cost: \$181,875

148 South Front Street
Two Apartments
Owner: \$23,333
Project Cost: \$93,333

vi. prior experience (cont):

CITY OF PORTLAND—PROJECTS

126 East Bridge Street
Two apartments
Owner: \$30,400
Project Cost: \$100,400

129 East Bridge Street
One apartment
Owner: \$8,000
Project Cost: \$32,000

110 Kent Street
One apartment
Owner: \$4,480
Project Cost: \$21,295

114 Kent Street
One apartment
Owner: \$5,000
Project Cost: \$15,000

123 Kent Street
One Apartment
Owner: \$4,885
Project Cost: \$19,537

131 Kent Street
One Apartment
Owner: \$10,570
Project Cost: \$40,570

155 Kent Street
Two Apartments
Owner: \$45,800
Project Cost: \$115,800

160 Kent Street
Two Apartments
Owner: \$49,000
Project Cost: \$119,000

180 Kent Street
Two Apartments
Owner: \$25,725
Project Cost: \$95,725

215 Kent Street
Two Apartments
Owner: \$29,952
Project Cost: \$89,952

232 Kent Street
One Apartment
Owner: \$15,350
Project Cost: \$50,350

vii. authorized negotiators:

Marilyn Smith, Owner
Smith Housing Consulting
412 West Center Street
Hastings, MI 49058

v: 734-341-1866
f: 269-798-5903
e: ms@smithhousing.com

viii. additional information and comments: additional services

The Eriksen Development Company is a full service downtown consulting and development company. We are passionate about downtown development and love looking past current conditions and visualizing the pure potential that exists. It doesn't matter if it's a building, an event or a special project - having a vision and manifesting it into reality is especially thrilling for all of us!

We also understand the needs and limitations of the Downtown Development Director, City Manager, Planner, community leader and business owner, because we've been in that position - excited with a grand vision for the downtown, but overwhelmed with a mountain of work and limited resources.

A variety of supportive services are available including event coordination, grant writing and administration, property and physical improvements, planning and design, marketing, and business recruitment and retention. We can even build customized incentive programs for your downtown property and business owners.



Be an urban pioneer.

Downtown Battle Creek is transforming into a dynamic neighborhood, filled with architectural treasures. Enjoy urban living on the riverfront, just footsteps from the linear path. Lofts are now under construction, starting at \$109,900. Call Kathleen at 269.441.1663 for all the details.

Riverfront Condominiums

H&TV
RESTOREAmerica
Featured on HGTV's RestoreAmerica!

Example of Marketing Services: Riverfront Condo Ad, Battle Creek, MI

viii. additional information and comments: testimonials

praise



"Kathleen has the hand-on experience we need in this difficult economy. She's started businesses and had to make a payroll. She's developed housing and multiplied downtown budgets through successful grant writing. We're looking forward to implementing a number of exciting programs in downtown."

Dave Armstrong—Downtown Ventura Organization President



"Kathleen is definitely driven and she's focused. She knows what needs to be done, both from a revitalization through historic preservation perspective and a community development perspective."

Genell Scheurell—National Trust for Historic Preservation Senior Field Officer



"It's always remarkable to me, the kind of vision it takes and the kind of courage it takes to launch into a project to bring something back or make it into something that's beautiful again, 'cause there's so many challenges—whether it's structural or financial. I always just have a great admiration for local groups that will take things on like this."

Gary Beaton—HGTV Senior Producer



"While Kathleen was the Director of the Battle Creek Downtown Partnership, HyettPalma was retained to complete a Course of Action for moving Downtown Battle Creek forward. We found Kathleen to be a delight to work with, both professionally and personally. Kathleen is accomplished, knowledgeable, personable, and capable of bringing about desired Downtown results. Plus, she's a lot of fun!"

Delores Palma—HyettPalma Co-founder/Owner



"Jani Hart of CoHart Solutions was hired to provide design services for our NSP2 housing rehabilitation and new build projects. Her expertise in historical design and coordination of finishes proved invaluable to the success of over 24 projects!"

Kim Tuck—City of Battle Creek, Retired Chief Building Inspector, Construction Coordinator, Neighborhood Stabilization Program (NSP2)

viii. additional information and comments: testimonials

praise



"The Village of Homer has been very fortunate to have Ms. Hart serve as a design specialist for several MEDC Façade Grant programs. Her professionalism has been an asset to us for our projects. The property owners that have been impacted by the services of Co.Hart Solutions have been ecstatic with the results and the contractor's involved have been quite pleased with the ease in which her plans have been to follow. In addition, our downtown is on the Historic Preservation list and Ms. Hart has done an exemplary job in designing the facades in keeping with our historic appearance. Our downtown has really improved thanks to the design work by Ms. Hart and the cooperation between the property owners and the contractors. In fact, one shop owner was so pleased with the results from her façade work, she had Ms. Hart design a condo on the second floor of the shop for her use!"

Gerald Stonebraker—Homer Village Manager



"Jani Hart has been instrumental in the Village of Bellevue's effort to revitalize our historic downtown district. As a property owner in the downtown she has rehabilitated buildings and restored dilapidated structures and blighted properties to both commercial and residential uses. She has proven effective with her own endeavors, as well as seeking entrepreneurs, providing valuable resources to help create and grow new businesses. Jani's enthusiasm for vibrant downtowns is infectious and a real asset to our community. "

Travis Brininstool—Bellevue Village Manager



"The creation and provision of affordable housing can be very daunting. It is complicated work for a variety of reasons. Program implementation takes patience, perseverance and passion. Marilyn Smith has proven herself in the field of affordable housing. Successful in a neighborhood setting, urban core 2nd story apartments, and rural county homesteads. Marilyn continues to provide exceptional 3rd party housing coordination to communities throughout Michigan."

John J. Hart—City of Hastings Community Development Director



"Marilyn Smith was contracted by the Village of Lake Odessa to administer the Downtown Rental Rehabilitation Program and the Neighborhood Preservation Program. Marilyn's hard work and immense knowledge of the grant requirements resulted in additional rental housing downtown and an aesthetic makeover of our gateway into Lake Odessa. Thanks to Marilyn, the village is a much better place to live and work!"

Mark L. Bender—Village of Lake Odessa Manager & Police Chief

viii. additional information and comments: team's work history

Working Together... Again

This is not the first time Eriksen, Hart and Smith have teamed up to do amazing things.

Eriksen and Hart worked together on the Riverfront Condominium Development, a \$5.5 million dollar, mixed-use development consisting of three abandoned, historic structures. As lead project manager/developer Eriksen identified & acquired the properties on behalf of the Battle Creek Downtown Partnership, assembled the development plans, created a layered financing package, selected contractors, managed day to day rehabilitation, and marketed the development and sale of units; while Hart provided award winning designs, architectural drawings, worked with code officials and contractors and professionally staged the condominiums.

Phase I of the development garnered national coverage and was featured on HGTV's *Restore America*.

Additional awards for this development included: the Merit Award-Highest Honor possible from the American Institute of Architects; the Building Award from the Michigan Historic Preservation Society; an award from the National Trust for Historic Preservation; and the Cool City Grant/Award from the State of Michigan.

Smith and Hart have also worked together on several MSHDA Rental Rehab projects in the cities of Constantine, Dowagiac, Hastings, Lake Odessa, and South Haven.



Riverfront Condominium Development, featured on HGTV's Restore America.



134 S. Front Street, Dowagiac, MI

viii. additional information and comments: awards / designations



THE AMERICAN INSTITUTE
OF ARCHITECTS

Merit Award—Highest Honor



MHPN Building Award



HGTV's Restore America, National TV Coverage

**This Place
Matters**
COMMUNITY CHALLENGE



NATIONAL TRUST
for HISTORIC PRESERVATION®

National Trust for Historic Preservation Award



Cool City Award

MICHIGANSM

ECONOMIC DEVELOPMENT CORPORATION

Urban Revitalization & Downtown Blueprint Awards

MARILYN M. SMITH

412 West Center Street
Hastings, MI 49058
734/341-1866 (v)
269/798-5903 (f)
ms@smithhhousing.com

As a third-party administrator for over eight years, I have had previous experience with CDBG homeowner rehabilitation, homebuyer purchase rehab (HPR), acquisition development and resale (ADR), Neighborhood Stabilization Program (NSP1), and downtown rental rehabilitation (DRR) in Barry, Ionia, and Montcalm Counties; the Villages of Constantine and Lake Odessa; and the Cities of Dowagiac, Hastings, Portland, and Three Rivers.

In addition, I have attended all Michigan State Housing Development trainings for the above-funded projects, and nearly all of the workshops and seminars sponsored by MCDA and CEDUM for ongoing state-wide updates and web trainings. Five years ago, I was trained as a lead trainer for lead-safe practices, and was certified as a lead clearance specialist for three years. (I did not renew my clearance certification, because we have been using lead abatement contractors and am not certified to clear those projects.)

As a Master Gardener graduate, I have been able to support all landscaping projects that have been part of our rehabilitation development.

Education

Undergraduate

Human Environment and Design, *Bachelors of Science* Michigan State University
Emphasis on behavioral needs in housing

Graduate

Facilitation and Design Michigan State University
Emphasis on behavioral space planning

JANI J. HART

EDUCATION

- 1990 - 1994 University of Michigan Ann Arbor, MI
Masters in Architecture, Bachelors in Science
- Graduation Honors
 - Published *Dimensions* 7, 1993, *Dimensions* 5, 1991,
Journal of the College of Architecture and Urban
Planning at the University of Michigan
- 1988 - 1990 Kellogg Community College Battle Creek, MI
Associates in Arts
- Graduation Honors
- 1984 - 1988 Bellevue High School Bellevue, MI
College Preparation
- Valedictorian
 - Class Historian

PROFESSIONAL EXPERIENCE

- October 2001-present Architecture + design Battle Creek, MI
1996 – 1997, 1988-92 Summer, 1987 Work Study
Intern Architect – Architectural Firm focusing in historic preservation
- Feasibility studies, master planning, façade and streetscape studies, preservation tax credits, programming, space needs analysis, project standardization, project management, field work, as built drawing documents, existing conditions analysis, code research, conceptual design, architectural rendering, preliminary design, design development, cost estimates, construction documents, bidding, construction management
- 2004 - present Core Development, LLP Bellevue, MI
Partner – Real Estate Development
- Facility planning, marketing, leasing, tenant retention, budgeting
- 2006 - present Core Enrichment Center Bellevue, MI
Founder, Owner & Director – Activity Center
- Operational management, marketing, program planning, recruiting

- 1997 - present Co.Hart Solutions Bellevue, MI
Principal – Urban, architectural, and graphic design consultation services
- Marketing, proposals for services, programming, space needs analysis, field work, as built drawing documents, conceptual design, preliminary design, design development, architectural renderings, construction documents
- 1998 - 2005 Eclectic Gallery Battle Creek, MI
Founder, Owner & Curator – Co-operative art gallery highlighting local artists
- Operational management, member recruitment, programming, marketing, merchandising, budgeting, accounting
- Nov. 2000 – Aug. 2001 Tower Pinkster Titus Associates Inc Kalamazoo, MI
Architectural CAD designer – Architectural and Engineering firm
- Field work, as built drawing documents, construction documents
- Jan.-Oct. 2000 Architects Inc. Battle Creek, MI
Architectural CAD designer – Architectural Firm
- Field work, as built drawing documents, code research, conceptual design, preliminary design, architectural renderings, construction documents
- Oct. 1999-June 2000 Architects 4 Ann Arbor, MI
Architectural intern – Nationally recognized architectural preservation firm
- Field work, as built drawing documents, construction documents

CAREER OBJECTIVE

Utilize my skills in art, architecture, planning, and/or community development in an environment and position that fosters sustainable and culturally enriched growth within myself and the community served

PROFESSIONAL ACTIVITIES & AWARDS

Board Member – Bellevue Downtown Development Authority 2010- present
 Member – Vote Yes Committee – Bellevue Community Schools 2007
 Member - Facility Planning Committee -Bellevue Community Schools 2007
 Member - Fall Into The Arts Committee – Battle Creek Downtown Partnership 2007
 Judge - Neighborhoods Inc. of Battle Creek “Best Of” Curb Appeal contest 2005
 Focus Group Participant -Battle Creek’s Blueprints for Michigan Downtowns 2003
 Judge - Barry County Fair - Fine Arts 2003
 Selection Committee Member - Battle Creek’s United Arts Council grant recipients 2002
 Docent - Frank Lloyd Wright Usonian homes 2001
 Docent - Battle Creek’s Historical Society’s Candlelight Stroll 2001
 Commissioner - Battle Creek Historic District Commissioner 2000
 Award Recipient - Neighborhoods Inc of BC / Co. Hart Solutions / BCHDC. 2000

KATHLEEN ERIKSEN

3820 Lone Pine Drive, Suite 5 · Holt, MI · 517.488.5856 · kathleeneriksen@gmail.com
www.kathleeneriksen.com

EXPERIENCE

Eriksen Development Company, LLC
Holt, MI · President, Founder

Current

The Eriksen Development Company is a full service downtown development and consulting firm. The company offers a variety of services including: residential development, event coordination, grant writing and administration, planning and design, marketing, and business recruitment and retention.

Downtown Ventura Partners
Ventura, CA · Executive Director

2009 – 2011

Primary Areas of Leadership

- Marketing & Communications
- Event Management
- Management, Consensus Building & Liaison Activities
- Homelessness / Panhandling
- Retail Recruitment & Retention
- Fund Development
- Clean & Safe Program - Crew of 6
- Real Estate Development
- Business Training & Finance

Accomplishments

- Instituted a new marketing/promotions campaign to include a new website, downtown brochure, restaurant listing & map, quarterly newsletter, social media outlets, seasonal co-op advertising campaign, comprehensive downtown events calendar, weekly e-blasts, and Happy Hour promo.
- Promoted and managed new parking management system to include the installation of new parking meters in the downtown core. Represented the City and the PBID to the media and downtown businesses. Acted as chief spokesperson and liaison for the new parking management system.
- Lead election process for officers and assessment reviews for newly formed Property Based Improvement District (PBID). Conducted Annual Meeting, presented "year in review" for the PBID. Guided board through planning process and created work plan and budget for 2011.
- Established Enhanced Services Agreement with City of Ventura to take over cleaning contract downtown. Added revenue in excess of \$120,000. Dramatically improved sanitation standards.
- Increased police foot patrol downtown. Lobbied for and received dedicated downtown officer paid for through proceeds of parking meters.
- Created a recruitment packet for business prospects. Targeted and aggressively recruited new businesses downtown.
- Assembled comprehensive database management system tracking all parcels, square footage, businesses by type and category, and available properties.
- Created and raised funds for downtown holiday décor plan kicked off with holiday lighting ceremony.
- Restructured planter maintenance program for City planters resulting in savings of \$15,000. Money was re-invested into the planter program to pay for new plant materials, design, and 25 additional City planters.
- Increased staff by two, adding an administrative assistant and another Clean & Safe crew member. Managed 8 staff members.
- Hosted social marketing class for downtown businesses.

Battle Creek Downtown Partnership
Battle Creek, MI · Downtown Development Director

2003 – 2009

Primary Areas of Leadership

- Private & Public Improvements
- Public Safety & Accessibility
- Retail Recruitment & Retention
- Real Estate & Development
- Business Training & Finance
- Marketing & Promotions
- Management, Consensus Building & Liaison Activities
- Fund Development

Accomplishments

- Created and managed the following new events for downtown Battle Creek: Spring into the Arts, Fall into the Arts, Festival Market Music Series, Vibe@5 Concert Series, and Outdoor Movie Series.
- Managed local farmers market. Relocated farmers from a displaced parking lot into a centralized (renovated) downtown park. These actions resulted in an increase of vendors, from 12 vendors to 36 within one year. Attendee numbers quadrupled.
- Led a community visioning session for downtown. Over 450 people participated resulting in a clearly defined vision, mission and 5-year action plan for downtown development.
- Formed Battle Creek Downtown Partnership, a new downtown development organization.
- Spearheaded a new overall marketing plan for downtown to include a new brand, continuous positive coverage in the media, cross-promotional advertising and promotional pieces, downtown newsletter, and new website
- Decreased retail vacancy rate by 40% in two years (from 60% vacancy rate to 20% vacancy rate on Michigan Avenue).
- Quadrupled the annual operating budget from \$250,000 to \$1.2 million within three years.
- Grew staff from one full time position to three.
- Acted as chief developer and project manager for a \$5.5 million dollar development. Identified three historic structures and assembled financing and development plans for mixed-use residential development consisting of 24 high-end residential condominiums and five retail store fronts. Development garnered national coverage and was featured on HGTV's Restore America.
<http://www.downtownbattlecreek.com/video/HGTV/RestoreAmericaSpot.html>
- Created a downtown maintenance and seasonal décor plan by partnering with City personnel, local arboretum society, sub-contracted landscaping company and volunteers.
- Consistently identified, applied and was awarded grant dollars annually exceeding \$500,000.
- Completed streetscape design plans for Michigan Avenue and downtown parks.
- Created, promoted and managed a host of business incentive programs including the Façade Improvement, Business Recruitment, Outdoor Café, Co-op Advertising, Summer Planting, Holiday Lighting and Interior Renovation programs. Programs resulted in an average investment ratio of five-to-one, private vs. public dollar.
- Spearheaded business finance program with educational component requirements.
- Increased security downtown with the addition of an evening foot patrol officer.
- Implemented a new wayfinding signage system involving over 100 signs and two self-guided walking tours.

Downtown Development Authority, City of Jackson
Jackson, MI • Executive Director

1997 – 2003

Primary Areas of Leadership

- Marketing, Special Events & Promotions
- Relationship Building
- Property & Physical Improvements
- Retail Recruitment & Retention
- Residential Development

Accomplishments

- Promotions & Marketing Campaign
- Annual Event Coordination (32 events / year)
- Holiday Lighting Program Seasonal Banner Program
- Summer Planting Program
- Façade Improvement Program
- Increased Public Safety & Accessibility
- Operation Clean Sweep
- Downtown Property Inventory
- Wayfinding Program

Eriksen Group, LLC
Jackson, MI • Vice President, Co-Founder

1989 – 1997

Corporate History

The Eriksen Group, Inc., a restaurant management and development company was co-founded with brother. The Eriksen Group acquired the first of two century-old, downtown buildings cited for demolition by the City of Jackson. Eriksen Group presented a development proposal, business plan and agreed to invest \$350,000 into renovations. The first building was acquired for a \$1 from the City of Jackson. The second building was acquired through private purchase. Eriksen Group renovated and developed both buildings into three retail storefronts and two residential units where we resided.

Primary Areas of Leadership

Responsible for all phases of building development, restaurant management, food production, marketing and supervision of staff of approximately 32. The following businesses operated successfully for ten years.

- Otello's Ristorante Elegant, full-service Italian ristorante seating 70, dedicated to our grandfather, Otello Valentino Capanna

- Renee de Paris Quaint French bakery café, named in honor of our grandmother, Renee Sailleau
- Theatre Coffee Unique coffee shop in historic theatre, featuring ongoing program of cultural events
- Jackson Heritage Banquet Facilities Seating capacity of 110
- Grand Catering Service

BOARDS · SPECIAL RECOGNITION · AWARDS · GRANTS

- Interdepartmental Collaboration Committee – Communications and Marketing Subcommittee Current
- Michigan Department of Natural Resources Statewide Council, Council Member Current
- Downtown Action Team (DAT), Member 2010-2011
- Homelessness Committee, Member 2010-2011
- Parking Advisory Committee, Member 2010-2011
- Historic District Commission, Chair 2005-2009
- Convention and Visitors Bureau, Board Member 2003-2009
- Arts and Industry Council, Board Member 2003-2007
- Proclamation / Special Recognition Award from the Mayor 2003
- Nominated for “Citizen of the Year” 2001
- Awarded Merit Award-Highest Honor, American Institute of Architects 2009
- Awarded Building Award, Michigan Historic Preservation Society 2008
- Urban Revitalization Grant, Michigan Economic Development Corporation - \$100,000 2009
- Awarded HGTV Restore America Grant, National Trust for Historic Preservation - \$25,000 2006
- Awarded Cool City Grant, State of Michigan - \$100,000 2005
- Awarded Rental Rehab Grant, Michigan State Housing Development Authority - \$277,000 2004
- Awarded Downtown Blueprint Grant, State of Michigan - \$35,000 2003

EDUCATION/ SPECIAL TRAINING

- Crisis Communication Training 2011
- Michigan State Housing Development Authority
Rental Rehab Training / CDBG Funding Requirements 2004-2006
- International Downtown Association 1997-2010
- Spring Arbor University · Spring Arbor, MI
Bachelor of Arts - Management and Organizational Development 1997

PHOTO: TONY DUC



Battle Creek's *Victorian Age*

Kathleen Eriksen, Jani Hart and Patrick Halpin hope downtown redevelopment will lead Battle Creek to new prosperity. PAGE 3B

INSIDE SECTION B

DESIGN+BUILD

Splendid scrap yard view 5B

COMMERCIAL REAL ESTATE

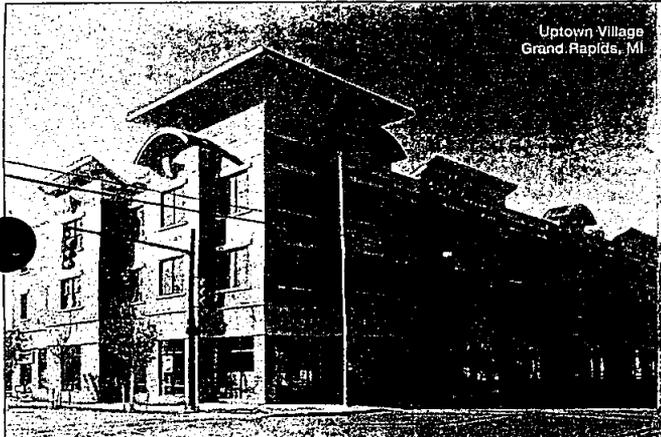
New space opens, who will fill the old? 7B

HUMAN RESOURCES

Indispensable HR (or not) 11B

MIBIZ FINE PRINT

On the road (and rail) 16B



Uptown Village
Grand Rapids, MI



ROCKFORD

CONSTRUCTION

On the Corner of Opportunity & Possibility

In reality, Lighthouse Communities' Uptown Village is on the corner of Diamond Ave. and Wealthy St. But for the neighborhood it supports, the Village's three-story affordable housing and office/retail building might as well sit on the corner of Opportunity and Possibility. Rockford is proud to have worked on such an important community development project.

1987 **20th** 2007
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Battle Creek's Victorian Age

By Andy Domino | MiBiz
adomino@mibiz.com

BATTLE CREEK – The **Battle Creek Unlimited** (BCU) downtown development office is focused on re-energizing the Cereal City by getting more people to live downtown.

An example of that effort is **Victoria Flats**, a condominium project on West Michigan Avenue and Carlisle Street that is now accepting tenants. An open house for Phase 1 of the project took place in mid-October.

The development is a redesign of a 100-year-old Battle Creek hotel, featuring new elements like a steam room and a waterfall that runs down one wall. The mixture of historical and modern looks is what BCU Downtown Development Director Kathleen Eriksen hopes will attract condo and business owners.

"They're unique living spaces," Eriksen told *MiBiz*, "unique architecture and independent businesses you can only find in downtown. Restoration of an existing building in a city center is a very 'green' choice."

Of course, restoration was only one option. The alternative – down with the old building and up with a new structure.

"When you bring in big trucks to remove the building debris and dispose of it all in a landfill, produce all new building materials, deliver materials and rebuild – the environmental price tag is even greater when the new construction is built on green space, contributing to urban sprawl," she said. "In my mind, that leaves a pretty big footprint on Mother Earth."

About 500 people visited during the Phase 1 open house, and "quite a few" are considering moves into the Victoria Flats property. As *MiBiz* went to press, one unit was still available, though Eriksen expected to close a deal on that condominium this month. There are already six preliminary tenants for Phase 2 of the project. That phase calls for 18 more condominiums selling for \$109,000-\$199,000, with most selling for about \$129,000. Construction on Phase 2 is set for this winter, with move-in dates anticipated for the end of 2008.

Phase 3 would follow that, adding five more condos and space for several other stores or restaurants. Eriksen wants to see the kind of retailers that are attracted to an urban downtown environment, like gift shops and art galleries. One unit would house an upscale restaurant, the kind that might offer an outdoor cafe in the summer, and Eriksen is especially looking to attract ethnic restaurants to downtown. Phase 1 is at the southeast corner of West Michigan and Carlisle, across the water from Cereal City USA, one of Battle Creek's landmarks.

"They face the Battle Creek River, and they're steps from the linear path," she said. "There's a city parking structure across the street and carports in the building. Property values are pretty affordable; now is the time to get in."



The stairway may be steep and narrow – and lit by a see-through fireplace – but developers believe redeveloping Battle Creek old buildings into downtown residential centers like Victoria Flats are key to the city's revitalization.

The Victoria Flats project is part of the city's five-year downtown improvement plan unveiled this summer. The plan calls for more restaurants, a grocery store that could offer food alongside Battle Creek's farmer's market and "impulse buy" stores, which would draw walk-in visitors for items they couldn't find at a chain store.

"We're accepting business plans now," Eriksen said. "We want to have sustainable businesses downtown. If they've been in business for a year, they're sustainable."

Battle Creek appears to be taking a cue from condominium builders in other downtown areas, offering amenities for an active, often younger audience.

"We have a lot of people who

work at the Federal Center, the Kellogg Company, the Kellogg Foundation and (auto parts supplier) Denso," she said. "We also have a lot of empty nesters, who are alone after their kids leave home. They would like to find somewhere to live that's smaller and easier to manage."

Battle Creek has been criticized for a lack of things to do downtown, especially compared to Grand Rapids and Kalamazoo, which are undergoing revitalizations of their own. The Battle Creek Downtown Partnership's plan is to provide new places to live, using the lower prices and visual appeal of the Victoria Flats condominiums as a starting point. Once people move downtown, that residential base can encourage commercial development in the city. Condo buyers have almost two dozen places to eat, and Eriksen said there are other kinds of activities already happening in town.



SUSTAINABILITY ONLINE
Visit www.mibiz.com/tbl.asp for MiBiz articles, links to other sites and more information.

FYI

Victoria Flats

Restoration cost: \$375,000

Financing: National City Bank

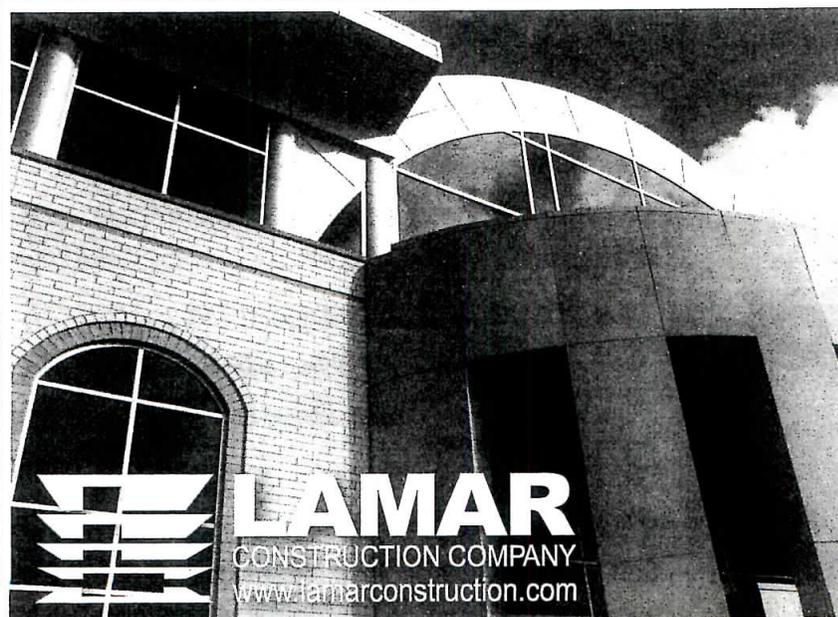
Unit size: Approximately 1,500 square feet
2 bedrooms, and 2.5 baths

Architect: Jani Hart, Architecture + Design

Builder: Southwest Builders, Inc.

"We have an active arts and industry council," she said. "We host a summer concert series and we want to provide more entertainment."

Ultimately, she wants to provide more events on the riverbanks, and update some of the venues there. Further into the future, the city will add more low-cost apartments and make use of some of the small "pocket parks" sprinkled throughout downtown. **MiBiz**



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>> speed read

St. Joseph Co. explores brownfield redevelopment

CENTREVILLE — St. Joseph County is exploring the idea of building a countywide brownfield redevelopment authority. Page 3.

Summit focuses on cutting manufacturer's energy bills

KALAMAZOO — A one-day Energy Summit hosted by M-TEC at Kalamazoo Valley Community College June 21 is intended to show Southwest Michigan business owners and operators how they can use rapidly developing energy tools and solutions to reduce heating and cooling costs. Page 3.

Kalamazoo Radiology, Bronson form joint venture

KALAMAZOO — Bronson Healthcare Group and Kalamazoo Radiology, a division of Advanced Radiology Services, have established a joint venture called Bronson Advanced Radiology Services. Page 5.

Paw Paw Chamber offers panic translation service

PAW PAW — Greater Paw Paw Chamber of Commerce members should be able to do more business with Spanish-speaking residents and seasonal workers through a new chamber program. Page 6.

Arcus Foundation moving into Whistle Stop, opening New York offices

KALAMAZOO — The Arcus Foundation will move its existing Kalamazoo office to the Whistle Stop Depot building in downtown Kalamazoo this fall and open a new office in New York City in 2005. Page 6.

KCFCU breaks ground for new branch in Springfield

BATTLE CREEK — Kellogg Community Federal Credit Union has begun construction of two new branch locations planned for the Battle Creek area. Page 15.

Skanska to manage Kellogg tower construction

BATTLE CREEK — The Battle Creek City Commission has unanimously approved a contract to construct a replacement air traffic control tower at the W.K. Kellogg Airport, Michigan's fourth busiest airport. Page 15.

Ad Club honors Ballard

ST. JOSEPH — The Michiana Ad Club recently awarded Perry Ballard the 2003 Life-achievement Silver Medal Award. Page

Live It Up celebrates state funding

By Rod Kackley
MiBiz Network

BATTLE CREEK — Battle Creek Unlimited and the city of Battle Creek have been awarded \$277,000 from the Michigan State Housing Authority to convert the upper stories of downtown buildings into residential units.

The award will boost the Living It Up program, which is designed to revitalize downtown Battle Creek. "We want to create more activity on the street and have more people downtown," said BCU Downtown Development Director Kathleen Eriksen.

One obvious way to increase activity is to help people create homes in the downtown district. "There is a huge demand in Battle Creek, and I think all over the nation, for living space in the downtown area," Eriksen told *MiBiz*. "I think that is because of the unique architecture and the sense of place."

Funds of up to \$25,000 per unit for rehabilitation and an additional amount of up to \$10,000 for Lead Base Paint Remediation will be available to downtown property owners through the Downtown Rental Rehabilitation Program (DRRP). DRRP has been developed to strengthen the economic viability of the downtown district and increase the number of affordable housing opportunities.

This program is designed specifically to apply to the area designated in the Downtown Blueprint 2003, generally described as the Michigan Avenue corridor between Division Street on the east and Carlyle Street on the west. This is a strategically targeted area designed to encourage the preservation of historic downtown Battle Creek and enhance revitalization efforts for this area. Priority will be given to creating new apartments where there is a clear commitment from prop-



(l to r) Kathleen Eriksen, Mayor John Godfrey, state Senator Mark Schauer and state Representative Mike Nofs announce financial assistance for the Live It Up program.

erty owners to invest in their properties and where it will create a positive impact in the downtown.

BCU and the city of Battle Creek — through residential shepherding teams comprised of

BCU and city officials — will help property owners turn the second- and third floor spaces into new homes.

See LIVE IT UP, p1

Sale nets \$1.8 Million in cash

Manatron sells division, readies to buy another

By Rod Kackley
MiBiz Network

PORTAGE — Only a few days after the sale of the company's judicial product line to Maximus Inc., Portage-based Manatron Inc. President/CEO Paul Sylvester told *MiBiz* that his "acquisition antennae are up and we expect to do a deal in the next fiscal year."

The judicial product line was sold to Maximus for \$2.3 million. Maximus will also assume the remaining obligations related to all of the product support agreements, many of which are pre-paid, resulting in a net increase in cash to Manatron approximately \$1.8 million.

Sylvester said most of that money will

See MANATRON, page

Fruits of Japan trip ripe for harvesting

By Tim Gwozdz
MiBiz Network

BATTLE CREEK — The ripples of communication created by last month's visit to Japan by Battle Creek Area Chamber of Commerce President and CEO Kathleen Mechem, Grand Rapids Mayor George Heartwell,

Aquinas College President Harry Knopke Ph.D. and several business and academic leaders could lead to waves of cooperation.

The weeklong trip, organized by the U.S.-Japan Economic, Business and Cultural Forum, brought the group face-to-face with government officials and executives from some top Japanese companies headquartered

in the Aichi and Mie prefectures.

Mechem said she wanted to learn about the Japanese manufacturing community and she received that chance when group toured Toyota Motor Co Motomachi assembly plant in Toyota

See JAPAN, page



Industrial Strength MiBiz Network: 80,000+ business

>> inside

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Commercial Real Estate	10	Industry Insider	8

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KALAMA
PERMIT

"It's always remarkable to me, the kind of vision it takes and the kind of courage it takes to launch into a project to bring something back or make it into something that's beautiful again, 'cause there's so many challenges — whether it's structural or financial. I always just have a great admiration for local groups that will take things on like this."

GARY BEATON
HGTV Senior Producer



KEVIN HARE/THE ENQUIRER

Gary Beaton, a senior producer for HGTV, interviews Kathleen Eriksen, Battle Creek downtown development director, in the condominiums.

Lights, cameras of HGTV come to check out B.C. condos

30-second spot to air on network in May for Restore America segments

ROBERT WARNER
The Enquirer

The three old buildings being redeveloped as Battle Creek's Riverfront Condominiums really weren't ready for their closeup Thursday, but it didn't much matter.

A crew from the HGTV cable network was in town to shoot hours of video footage that will be boiled down to a 30-second spot to air in May.

The condo project was selected as one of 12 sites nationally to be featured in Restore America vignettes on the home-improvement network 2007. The honor comes with a \$25,000 grant that will go toward construction costs.

"It's been fun, it's been exciting, it's been educational, it's been really cool," said Kathleen Eriksen, downtown development director for Battle Creek Unlimited, the city's economic development component.

"Sometimes in a community, people lose sight of their uniqueness, or what makes that community special, and sometimes it takes someone from the outside to come in and say 'What you have here is unique and



JOHN CRAP/THE ENQUIRER

A film crew working for HGTV catches some rehabilitation at the Riverfront Condominiums on West Michigan.

ing plaster and exposed lath boards of the still-in-demolition second-floor condo units at 115 W. Michigan, HGTV Senior Producer Gary Beaton said.

"It's always remarkable to me, the kind of vision it takes and the kind of courage it takes to launch into a project to bring something back or make it into something that's beautiful again, 'cause there's so many challenges — whether it's structural or financial."

"I always just have a great admiration for local groups that will take things on like this," Beaton said.

Realtor Talia Champlin and Genell Scheurell of the Midwest regional office of the National Trust for Historic Preservation in Chicago.

Each of his subjects sat in front of a video crew for up to a half hour of inquiries. Occasionally, one of them would freeze up mid-answer and have to start over; mostly they bantered easily with Beaton despite the lights and camera and onlookers.

Case, the architect who drew up the transformation of the space from dilapidated transient hotel rooms to luxury and mid-range con-

For example, he said, in the Ratti Building. "It was basically an old hotel, more like a rooming house, so people would rent just a room for the night, and so there wasn't a room big enough for a living room. So we have to remove some walls to get large spaces to make it flow better."

Scheurell said she was impressed with the condo plan from the start.

"We just thought it was a fabulous project for Battle Creek," she said.

As for Eriksen and the downtown development partnership, Scheurell said, "They're definitely driven and they're focused and they really get it. They get what needs to be done, both from the revitalization perspective and the community development perspective."

Once the 30-second video clip is completed, it also will be available on the network's Web site, www.hgtv.com.

Eriksen said the Downtown Development Partnership will have access to more of the footage shot in Battle Creek this week for use in promoting the condo project and downtown living in general.

Robert Warner is senior

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-30

A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR AND CLERK TO SIGN A LICENSE AGREEMENT TO FARM THE 52.9 ACRES AT GRAND RIVER AND CUTLER ROAD

WHEREAS, the City owns approximately 58 acres of property at the corner of Grand River Avenue and Cutler Road (the "Property") that it purchased for economic development purposes; and

WHEREAS, the City Council charged its Economic Development Corporation (EDC) with planning and making recommendations for development on the Property; and

WHEREAS, the City has sold off 2.34 acres and anticipates some off-site development activity on approximately 2.96 acres of adjacent property; and

WHEREAS, the EDC anticipates that no development activity will occur on the remaining 52.9 acres during 2013 and recommends that the City permit a license to farm that portion of the portion of the Property; and

WHEREAS, Mr. Francis Hoerner has indicated that he would like to farm the remaining 52.9 acres that is not being developed during 2013 and is willing to renew the license to farm of the Property on the same terms as the prior license except that the fee for the license would be increased by 8%, a copy of the proposed License Agreement for 2013 is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves renewing the license on the same terms with an 8% increase in the license fee and authorizes the Mayor and Clerk to sign a new License Agreement, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 1, 2013

Monique I. Miller, City Clerk

LICENSE AGREEMENT

This License Agreement is made as of April 1, 2013, between the City of Portland, a Michigan municipal corporation the principal business address of which is 259 Kent Street, Portland, MI 48875-1495 (the "City"), and Mr. Francis Hoerner, an individual whose address is 10006 Barnes Road, Portland, MI 48875 ("Mr. Hoerner").

RECITALS

- A. In 2008 the City purchased approximately 58 acres of property for economic development purposes that is described and depicted on the attached Exhibit A.
- B. The City has sold some of the property described in the attached Exhibit A for the development of a Family Farm & Home store but desires to license 52.9 acres of the property of the remaining acreage, which is depicted on the attached Exhibit B, (the "Property"), because no development activity is anticipated to occur on it during the remainder of 2012.
- B. Mr. Hoerner would like to use the Property during the 2012 growing season to grow and harvest corn or soy beans, consistent with prior use of the Property.
- C. The parties believe it is in their mutual best interests to provide for that use of the Property during the remainder of 2013, so long as the City has the needed access for surveying, testing, inspection and other activities that might lead up to its development.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this agreement, the parties agree as follows.

1. Grant of License. The City licenses Mr. Hoerner's use the Property under the terms and conditions of this Agreement for the purpose of planting, growing and harvesting corn or soy beans and for no other purpose or use.
2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license commences on the date first written above and terminates on December 30, 2013.
3. Fee. The license fee is \$7,875.00 to be paid no later than April 15, 2013.
4. Use Restrictions. Mr. Hoerner's use of the Property shall comply with applicable all laws, ordinances, rules, regulations, permit and license requirements, orders and directives of governmental bodies and officials of competent jurisdiction and, to the extent they do not conflict with the foregoing, with generally accepted farming practices. Mr. Hoerner shall not bring any hazardous substances or materials onto the Property except as may be generally used to grow corn or soy bean crops and, then, in accordance with the foregoing requirements.
5. Assignment or Use by Others Prohibited. Mr. Hoerner may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement and may not allow any other person or entity to use the Property for any purpose without the City's prior written consent.
6. Condition of Property. This license is granted on an "as is" basis. The City makes no representations or warranties about the condition of the Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of the Property. While the City is currently unaware of the presence of any hazardous substances on the Property in violation of any applicable laws, rules or regulations, the City makes no representations or warranties and expressly disclaims all representations and warranties as to the presence or absence of hazardous substances on, in, or under the Property.
7. Utility Costs. If Mr. Hoerner needs or desires any utility services to the Property, he shall place all utility services to the Property in his name, shall pay all required deposits or initial fees and shall timely pay (*i.e.*, before the date on which they can no longer be paid without penalties or interest) all rates, fees and charges for the utility service to the Property.
8. Changes to Property. No buildings or other structures shall be built or placed on the Property, no additions or improvements may be made to the Property, and no changes may be

made to the grading of the Property without the City's prior written consent which the City may for any reason decline.

9. Indemnification and Insurance.

(A) The City shall not be responsible for any loss or damage from whatever cause to personal property located on the Property. Mr. Hoerner shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from Mr. Hoerner's use or occupancy of the Property. This provision shall not apply to crop losses due to entry on the property as otherwise specifically provided in this Agreement or to losses due to the City's early termination of the license as otherwise specifically provided in this Agreement.

(B) Mr. Hoerner shall obtain and maintain a general liability insurance policy covering the Property and his activities on the Property in minimal coverage amounts of \$500,000 per occurrence. That policy shall name the City as an additional insured and certificate holder. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days prior written notice to the City, shall be provided to the City. Upon request the City shall be provided copies of the policies of insurance and all endorsements.

10. Breach and Remedies. To the extent not otherwise prohibited by law, the prevailing party in any action brought pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including without limitation, actual reasonable attorneys fees, incurred to bring, maintain or defend such action from the first demand through any and all appellate proceedings, and jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Ionia County, Michigan. The failure of either party to act upon any breach of this Agreement shall not be deemed a waiver of that breach.

11. Termination. The license granted pursuant to this Agreement is terminable at the will of the City Council of the City of Portland.

(A) However, prior to terminating the license, the City shall first give Mr. Hoerner 14 days written notice that it is considering such action and the date and time of the City Council meeting at which such action will initially be considered so that Mr. Hoerner may address the City Council prior to the Council's action.

(B) The obligations to pay utility rates, fees and charges as provided in this Agreement and the obligation to provide insurance coverage and to indemnify the City as required in this Agreement shall survive any termination of the license granted under this Agreement whether such termination is due to the expiration of the license term or a result of action taken by the City pursuant to this paragraph.

(C) If the City terminates the license pursuant to this paragraph, the City will compensate Mr. Hoerner for any loss of income if the corn was to be sold or costs of buying replacement corn if Mr. Hoerner intended to keep the corn for feeding livestock. In determining lost profits or other amounts to be paid under this paragraph, the parties shall account for Mr. Hoerner's fuel, seed, fertilizer, herbicides, pesticides and other materials, including any savings he experiences in those costs due to early termination, for any amounts Mr. Hoerner paid or no longer needed to pay others for work to farm grow or harvest the crop, for costs or savings in equipment rentals to the extent Mr. Hoerner uses the equipment of others, and for other out-of-pocket costs Mr. Hoerner incurred or saved. The City will compensate Mr. Hoerner under this paragraph by paying an amount agreed upon by the parties. If they cannot agree, the parties shall consult an

agent of the Michigan State University Agricultural Extension Service whose decision as to the amount to be paid shall be binding on the parties.

12. Access. The City and its agents may enter upon the Property at such reasonable times as will not unreasonably interfere with Mr. Hoerner's use of it in order to plan for its possible development, by surveying it, making soil borings, taking soil and groundwater samples, showing it to potential persons who might market, develop, purchase, lease, occupy or use the Property. If crop damage occurs because of such entry upon the property, the City will compensate Mr. Hoerner for that crop loss by paying an amount agreed upon by the parties. If they cannot agree, the parties shall consult an agent of the Michigan State University Agricultural Extension Service whose decision as to the amount to be paid for the crop loss shall be binding on the parties. Notwithstanding the foregoing the City will have access along the west 30 feet of the property for a distance 300 feet south of the Cutler Road right-of-way and the east 20 feet of the property for a distance of 50 feet south of the Cutler Road right-of-way for the purpose of installing and maintaining City owned utilities.

13. Miscellaneous.

(A) This Agreement is written pursuant to the laws of the State of Michigan and was made in Ionia County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing or usage of trade. The captions are for reference only and shall not affect its interpretation. More than one copy of this Agreement may be signed, but all constitute but one agreement.

(B) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this Agreement as of the date first written above.

CITY OF PORTLAND

FRANCIS HOERNER

By: _____
James E. Barnes, Mayor

Francis Hoerner

Date signed: _____, 2013

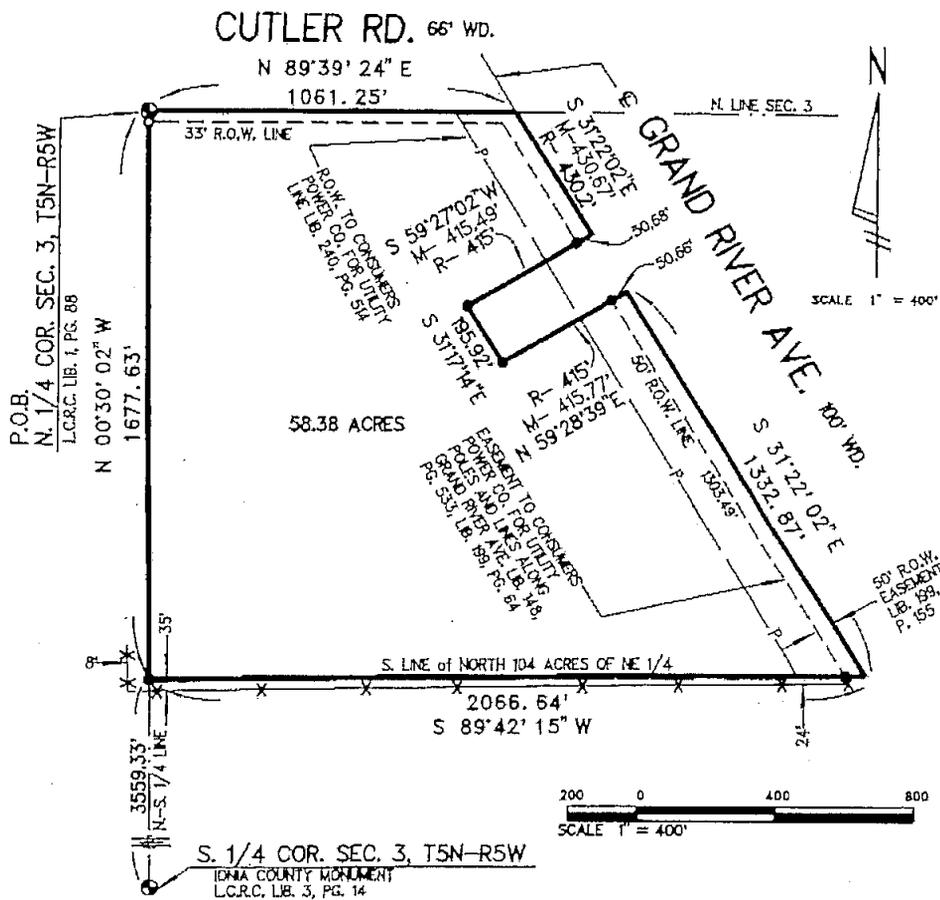
By: _____
Monique I. Miller, Clerk

Date signed: _____, 2013

EXHIBIT A
DESCRIPTION AND DEPICTION OF "PROPERTY"

LEGAL DESCRIPTION: THE NORTH 104 ACRES OF THE NE 1/4 OF SECTION 3, T5N-R5W, IONIA COUNTY, MICHIGAN EXCEPT THAT PORTION OF LAND LYING EAST OF GRAND RIVER AVENUE. ALSO EXCEPTING LAND DESCRIBED AS: BEGINNING AT A POINT ON THE CENTERLINE OF GRAND RIVER AVENUE 430.2 FEET SOUTHEASTERLY FROM THE INTERSECTION OF SAID HIGHWAY WITH THE SECTION LINE BETWEEN SECTION 3, T5N-R5W, AND SECTION 34, T6N-R5W; THENCE SOUTHEASTERLY 195.92 FEET; THENCE SOUTHWESTERLY 415 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTHWESTERLY 195.92 FEET IN A LINE PARALLEL WITH THE HIGHWAY; THENCE NORTHEASTERLY 415 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL ALSO BEING DESCRIBED AS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 3, T5N-R5W, DANBY TOWNSHIP, IONIA COUNTY, MICHIGAN; THENCE N 89° 39' 24" E 1061.25 FEET ALONG THE NORTH LINE OF SECTION 3 TO THE CENTERLINE OF GRAND RIVER AVENUE; THENCE ALONG SAID CENTERLINE S 31° 22' 02" E 430.20 FEET (MEASURED 430.67 FEET); THENCE S 59° 27' 02" W 415.00 FEET (MEASURED 415.49 FEET); THENCE S 31° 17' 14" E 195.92 FEET; THENCE N 59° 28' 39" E 415.00 FEET (MEASURED 415.77 FEET) TO THE CENTERLINE OF GRAND RIVER AVENUE; THENCE ALONG SAID CENTERLINE S 31° 22' 02" E 1332.87 FEET; THENCE S 89° 42' 15" W 2066.64 FEET ALONG THE SOUTH LINE OF THE NORTH 104 ACRES OF THE NE 1/4 OF SECTION 3; THENCE N 00° 30' 02" W 1677.63 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 3 TO THE POINT OF BEGINNING.



~ 52.9 Acres

~ 5.3 Acres

Exhibit
B

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, March 18, 2013

In Council Chambers at City Hall

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

Guests: Ariana Salagar; Kathy Parsons; Tom Thelen of the Review & Observer; Karen Bota of the Sentinel-Standard

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

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

Yeas: VanSlambrouck, Fabiano, Calley, Krause, Barnes

Nays: None

Adopted

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

City Manager Dempsey also reported the State of Michigan has been sending out letters adjusting homeowners' Homestead Property Tax Credit. The letter references the credit does not match information provided to the State by the local tax assessor. The problem with the letter is that the State did not check with the local assessor and the adjustments noted in the letters the City has seen have been incorrect. If a homeowner in Portland receives one of these letters please feel free to contact the City Assessor for assistance in getting the adjustment corrected.

U.S. Representative Justin Amash will hold a town hall meeting in the Council Chambers at City Hall on Tuesday, March 26th from 5:30 – 6:30 P.M.

DDA/Main Street Director Reagan presented his report on the Downtown. The Design Committee received two bids for the fencing project in Scout Park. B&D Masonry was the low bidder at \$3,500. The desired completion date is May 1st.

The Design Committee has chosen two buildings to receive the final 2 design services of the 15 provided by the Michigan Main Street Center (MMSC) to each Main Street Community. These free services are to be used within 3 years. Perennial Financial at 112 Kent St. and The Chocolate Moose at 116 E. Bridge St. will receive these services valued at \$3,000 - \$5,000. Kelly Larson, from the MMSC and the State Historic Preservation Office, will be working with the two building owners to go over budgets, materials, and ideas for the buildings in an effort to develop schematic drawings.

The Design Committee has also opened up its grant round for the 2013 Sign Incentive Grant. This grant is a 50/50 matching grant for creative signage in the Main Street District. Applications have been sent to the downtown businesses and are due by April 9th.

Portland Pay Day will be held June 1st through August 23rd. Over the past four years, this promotion has kept over \$247,000 in the Portland community.

The 2013 Block Party will be held Saturday, May 18th in Downtown Portland. Events will include a petting zoo, live music, a party pavilion, inflatables for the kids, and a BBQ competition offering a first prize of \$500, second prize of \$200, and a third prize of \$100. The competition is open to 12 teams and requires a \$60 entry fee.

Under New Business, the Council considered Resolution 13-17 to approve the Michigan Main Street Community Requirements and Expectations Agreement. The City of Portland participates in the Michigan Main Street Program which has a contract with the National Trust for Historic Preservation, National Main Street Center, in Washington D.C. to provide technical expertise, training, and services to designated Michigan communities. The Michigan Main Street Program requires an agreement with accredited communities for the purpose of setting forth the requirements and expectations for the local Main Street Program pursuant to its designation as a Master Michigan Main Street Community and pursuant to the contractual arrangement between the Michigan Main Street Program and the National Trust for Historic Preservation, National Main Street Center, in Washington D.C.

Council Member Krause thanked all the Main Street volunteers in Portland as the Main Street Program is successful in Portland because of them. The City benefits from their efforts.

Motion by Krause, supported by VanSlambrouck, to approve Resolution 13-17 approving the Michigan Main Street Program Community Requirements and Expectations Agreement.

Yeas: Krause, VanSlambrouck, Calley, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-18 to approve participation in the State Bid Process for Winter Road Salt 2013-2014. For the past seven years the City has taken advantage of an opportunity to get more competitive pricing by participating in the State Bid through the MiDeal program. MiDeal Road Salt Contracts benefits also include ensuring the City's order quantity is guaranteed, additional product is available if the City uses all of its supply, and the City is only required to accept 70% of its seasonal backup commitment.

Motion by Fabiano, supported by Krause, to approve Resolution 13-18 approving participation in the State Bid Process for winter road salt 2013-2014.

Yeas: Fabiano, Krause, Calley, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-19 to approve the Park and Recreation Board's recommendation to approve a Special Events Policy to set standards and requirements for road race/river trail events such

as 5K, 10K, marathons and triathlons that use the river trail and charge entry fees for the event. If approved, this resolution which was revised to address clarity issues raised by Council Member Krause, will be sent back to the Park and Recreation Board for their review and comment to ensure the policy addresses all of their concerns.

Mayor Pro-Tem VanSlambrouck inquired of the need for this policy.

City Manager Dempsey stated it is partly to supplement revenues but also to recover City costs incurred for its services during these types of events. Currently, there are less than ½ dozen of these events each year. The proposed fees would not raise much revenue.

Mayor Pro-Tem VanSlambrouck asked about insurance requirements to those holding these types of events.

City Manager Dempsey stated organizations would need to provide a Certificate of Insurance. Most events already have insurance; they would just need to call their insurance agent for a certificate.

Mayor Pro-Tem VanSlambrouck inquired if information is on file for those organizations that hold these types of events so they can be notified of the changes.

City Manager Dempsey stated they currently do not have all of that information; but when the event is applied for they will be informed of the requirements.

Motion by Calley, supported by Krause, to approve Resolution 13-19 approving the Park and Recreation Board's recommendation to approve a Special Events Policy.

Yeas: Calley, Krause, Barnes

Nays: VanSlambrouck, Fabiano

Adopted

The Council considered Resolution 13-20 to approve the Park and Recreation Board's recommendation to approve a Ball Field Banner Program pursuant to the Park and Recreation Sponsorship and Underwriting Policy approved by City Council Resolution 11-28.

Motion by Krause, supported by Calley, to approve Resolution 13-20 approving the Park and Recreation Board's recommendation to approve a Ball Field Banner Program.

Yeas: Krause, Calley, VanSlambrouck, Fabiano, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Calley, to go into Closed Session to discuss strategy for collective bargaining.

Yeas: VanSlambrouck, Calley, Fabiano, Krause, Barnes

Nays: None

Adopted

Motion by Krause, supported by Fabiano, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting and Closed Session held on March 4, 2013, payment of invoices in the amount of \$227,876.92 and payroll in the amount of \$101,033.41 for a total of \$328,910.33; and a purchase order to the Portland Area Fire Authority in the amount of \$21,059.98 for 4th Quarter Fire Services.

Yeas: Krause, Fabiano, VanSlambrouck, Calley, Barnes

Nays: None

Adopted

Under Council Comments, Council Member Calley inquired if the State had been corrected on the letters they are sending out so they do not continue sending out bad information.

City Manager Dempsey stated the State has been contacted; not sure if the information has been corrected yet.

The Council adjourned to Closed Session at 7:30 P.M.

The Council returned from Closed Session at 8:22 P.M.

City Manager Dempsey gave an overview of proposed Resolution 13-21 to approve an agreement between the City of Portland and the Police Officers Labor Council (POLC) Portland Police Department Unit for the Council's consideration. He and Police Chief Bauer have met with representatives of the POLC to negotiate terms for the contract and after several meetings have reached tentative agreement as follows. This is a three-year contract from July 1, 2013 through June 30, 2016 and would increase all steps and classifications of wages by 2% each year. The vacation schedule is clarified and language on the Letter of Understanding incorporated into the contract on September 4, 2012 is included. The City will treat the 0.75% Health Insurance Claims Tax as part of the premium and the employees' premium sharing will increase to 14% on June 20, 2013, to 17% on June 30, 2014, and to 20% on June 30, 2015. New employees hired after September 4, 2012 will contribute 20% as premium sharing for their health insurance. The City will advance the employees' share of their Health Savings Account so the account is 100% funded in January of each year. The City will recover these amounts by withholding the amount advanced through payroll deductions in the pay periods between January 1st and June 30th. The premium sharing percentages will apply to any increases in HSA or HRA arrangements. There will be no retiree health care for employees hired after July 1, 2013. Employees hired after that day must contribute 3% of their wages into a Health Care Savings Plan. Employees hired after July 1, 2013 will not be eligible for a pension with City and MERS until successfully completing 90 days of employment. There will be no payment in lieu of insurance for employees hired after July 1, 2013. There will be a cap payment in lieu of insurance at \$1200 for all current POLC members. A Letter of Understanding (LOU) will be attached to the contract to include PA 54 language. The LOU will be void if PA 54 is repealed. The LOU may be re-opened at the request of either party if PA 54 is amended.

Council Member Fabiano commented on his vote against Resolution 13-21. His vote is not meant to take anything out on City employees but actually in protection of them. He commented that not taking care of budget concerns at this time will make it worse on employees later. Currently, the pension fund is underfunded. The City pays 27%, employees pay 0%. With changes to health insurance, money will

be saved but the City is still paying a large portion. He stated his belief that the current changes are pushing changes on new employees.

Mayor Pro-Tem VanSlambrouck commented these negotiations have been difficult. There are large long-term legacy costs to deal with and the costs have multiplied over the years. His vote in favor of Resolution 13-21 is an effort to take the issues on a “chunk” at a time. He believes that policies should be put in place without being taken out on current employees. He voiced his desire to have any savings realized out of this contract put into the MERS pension legacy costs to help with the underfunding.

Mayor Barnes stated his belief that when an employee is hired by an employer it is making a promise that it will pay them at a certain level. There is also an obligation to the tax payer to get the best value and balance possible. The City is financially stable at this time but future legacy costs are looming. The goal with this contract is to adjust the trajectory these legacy costs are on. There will be increased costs to the employee but also savings to both the employees and the City. He expressed his desire that these savings on the part of the City be put toward legacy costs.

Council Member Krause commented this contract represents a willingness to make changes to legacy costs at a realistic pace.

Motion by VanSlambrouck, supported by Krause, to approve Resolution 13-21 approving an agreement between the City of Portland and the Police Officers Labor Council Portland Police Department Unit.

Yeas: VanSlambrouck, Krause, Barnes

Nays: Calley, Fabiano

Adopted

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

Yeas: Fabiano, Krause, VanSlambrouck, Calley, Barnes

Nays: None

Adopted

Meeting adjourned at 8:36 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the March 18, 2013 City Council Meeting

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

Present – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Calley, Fabiano and Krause; City Manager Dempsey; City Clerk Miller; Police Chief Bauer; DDA/Main Street Director Reagan

Presentation - DDA/Main Street Director Reagan presented his report on the Downtown.

Approval of Resolution 13-17 approving the Michigan Main Street Program Community Requirements and Expectations Agreement.

All in favor. Approved.

Approval of Resolution 13-18 approving participation in the State Bid Process for winter road salt 2013-2014.

All in favor. Approved.

Approval of Resolution 13-19 approving the Park and Recreation Board's recommendation to approve a Special Events Policy.

Three in favor. Two opposed. Approved.

Approval of Resolution 13-20 approving the Park and Recreation Board's recommendation to approve a Ball Field Banner Program.

All in favor. Approved.

Approval of the Consent Agenda - Motion by Krause, supported by Fabiano, to approve the Consent Agenda.

Council went into Closed Session at 7:30 P.M.

Council returned from Closed Session at 8:22 P.M.

Approval of Resolution 13-21 approving an agreement between the City of Portland and the Police Officers Labor Council Portland Police Department Unit.

Three in favor. Two opposed. Approved.

Adjournment – Motion by Fabiano, supported by Krause, to adjourn the regular meeting at 8:36 P.M.

All in favor. Adopted.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	2,910.56
AT&T	00686	TELEPHONE SERVICE - WASTE WATER	166.43
AT&T	00686	TELEPHONE SVC - WASTE WATER	51.73
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC,WW,WTR,M POOL	128.80
BOUND TREE MEDICAL LLC.	01543	UNIFORMS - AMBULANCE	189.65
FAMILY FARM & HOME	01972	DUCT TAPE, GLUE, SCREWDRIVER-PARKS	17.97
CONSUMERS ENERGY	00095	GAS SERVICE-CITY HALL,PRKS,ELEC,WTR,WW,MP	2,432.10
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	5,000.00
JACK DOHENY SUPPLIES, INC.	00126	NASSCO TRAINING & CERTIFICATION-WASTE WT	900.00
KEUSCH SUPER SERVICE	00228	SERVICE UNIT 411-ELECTRIC	59.65
MENARDS	00260	CANOPY TENTS - ECON DEV	198.00
MUNICIPAL SUPPLY CO.	00324	VERTICAL RESETTER, GLOVE-WATER	210.76
MUNICIPAL SUPPLY CO.	00324	RED MARKING PAINT- ELECTRIC	48.00
MWEA OFFICE	01347	BASIC WW MATH- WASTE WATER	180.00
POWER LINE SUPPLY COMPANY	00389	QUICK PATCH KITS - ELECTRIC	376.00
S&K TROPHIES AND PLAQUES	00401	TROPHY -RECREATION	27.50
STEVE'S METER SERVICE	00442	METER FOR DRIVE THRU- ELECTRIC	275.00
TELNET WORLDWIDE INC.	02066	PHONE SVC - CITY HALL	497.72
WOW! INTERNET-CABLE PHONE	02132	CABLE SERVICES - WASTE WATER, MTR POOL	70.94
BRIAN KRIEGER	00568	OFFICIALS - REC	160.00
BRYAN SCHEURER	00600	OFFICIALS - REC	160.00
ALLISON RUSSELL	01954	SCOREKEEPERS - REC	56.00
ZACH GUSTAFSON	02161	SCOREKEEPERS - REC	28.00
MENARDS	00260	PALLET RACKS- ELECTRIC	471.93
FP MAILING SOLUTIONS	01758	POSTAGE RESET - GENERAL	12.00
BUSINESS CARD	02075	MI CITY TREE SEMINAR-PARKS	25.00
KATHY'S CLEANING	01684	CLEANING SERVICES MARCH- CITY HALL	900.00
JOHN DEERE FINANCIAL	01818	REBUILD SNOW BLOWER, PARTS- VAR DEPTS	1,638.01
PET WASTE ELIMINATOR	MISC	DOGGIE BAGS- PARKS	142.99

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CITY OF WYOMING-TREASURER'S OFFICEMISC		LETTERING, GRAPHICS FOR AMB 45-MTR POOL	355.00
KEUSCH SUPER SERVICE	00228	TIRE TUBE/FLAT - MOTOR POOL	50.00
SPARROW OCCUPATIONAL HEALTH	00340	PHYSICALS - POLICE, WASTE WTR	221.50
FREMONT INDUSTRIES	02091	DRUMS - WASTE WATER	2,659.50
TROJAN TECHNOLOGIES	02175	TUBING - WASTE WATER	145.53
USA BLUEBOOK	01850	3000LB CERTIFIED LEVER HOIST - WASTE WTR	278.95
USA BLUEBOOK	01850	PUMP - WASTE WATER	169.49
KENDALL ELECTRIC	00225	BUILDING LIGHT BULBS - ELECTRIC	90.00
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	51.60
AIS CONSTRUCTION EQUIPMENT	01169	310SK TMC BACKHOE HOADER-MTR POOL	81,329.55
SPRINT	00859	CELL PHONE SERVICE-POLICE	108.18
STATE OF MICHIGAN	00428	ADVANCED REID TRAINING-POLICE	190.00
AlcoPro, Inc.	01114	DRY GAS CYLINDER FOR PBT TESTING-POLICE	206.00
CHERRY HILL ESTATES	02081	2ND QUARTER ASSOCIATION FEES- ECON DEV	60.06
MRE SERVICES, INC.	00318	COMPUTER SVC, NEW COMPUTER-VAR DEPTS	1,967.49
POWER LINE SUPPLY COMPANY	00389	HYDRAULIC TOOL REPAIR - ELECTRIC	516.71
RIVERSIDE INTEGRATED SYSTEMS	01441	FIRE ALARM INSPECTION - CITY HALL	175.00
SYNAGRO CENTRAL	01889	SLUDGE HAULING - WASTE WATER	5,463.96
Total:			\$111,373.26

**BI-WEEKLY
WAGE REPORT
April 1, 2013**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	8,591.69	171,850.83	6,859.59	97,925.09	269,775.92
ASSESSOR	1,120.80	23,336.40	372.78	6,767.37	30,103.77
CEMETERY	1,493.68	51,639.03	731.92	18,022.84	69,661.87
POLICE	13,592.29	253,513.96	8,834.77	98,145.98	351,659.94
FIRE	-	3,046.00	-	233.02	3,279.02
CODE ENFORCEMENT	-	29,623.79	-	9,480.41	39,104.20
PARKS	1,099.84	42,513.71	593.44	11,615.15	54,128.86
INCOME TAX	1,324.17	28,063.73	1,606.00	21,401.65	49,465.38
MAJOR STREETS	4,233.17	63,473.21	3,959.34	47,372.00	110,845.21
LOCAL STREETS	2,361.82	41,685.79	2,152.74	31,628.29	73,314.08
RECREATION	1,925.92	40,541.68	1,308.90	19,671.43	60,213.11
AMBULANCE	7,095.65	186,655.98	1,865.96	64,417.57	251,073.55
DDA	1,584.55	31,555.69	593.17	9,801.88	41,357.57
ELECTRIC	14,370.66	313,288.04	12,178.94	182,243.13	495,531.17
WASTEWATER	7,650.88	158,854.39	6,622.12	94,974.01	253,828.40
WATER	4,564.72	103,283.18	3,380.26	54,075.72	157,358.90
MOTOR POOL	2,123.39	46,489.17	2,490.94	37,293.22	83,782.39
TOTALS:	73,133.23	1,589,414.58	53,550.87	805,068.76	2,394,483.34

BI-WEEKLY CASH BALANCE ANALYSIS
4/1/2013

FUND	BEGINNING BALANCE	RECEIPTS	EXPENSES	JOURNAL ENTRY RECEIPTS	JOURNAL ENTRY EXPENSES	CASH BALANCE	TIME CERTIFICATES	ENDING BALANCE
GENERAL	467,006.58	24,274.25	52,542.13	26,570.00	100,000.00	365,308.70	235,000.00	600,308.70
INCOME TAX	1,136.83	3.68	3,471.53	10,000.00	5,000.00	208.98	5,000.00	5,208.98
MAJOR STREETS	197,023.42	22.27	8,192.51		1,786.00	187,067.18	-	187,067.18
LOCAL STREETS	33,398.21	111.76	4,514.56		577.00	28,418.41	-	28,418.41
RECREATION	8,116.87	3,380.39	3,716.09		1,060.00	6,721.17	-	6,721.17
AMBULANCE	128,298.62	43,034.29	10,193.13		2,279.00	158,860.78	-	158,860.78
REFUSE COLLECTION	17,790.63	5,559.33	7.52		6,075.00	23,342.44	-	23,342.44
ELECTRIC	147,965.90	203,825.43	80,436.14		4,708.00	265,280.19	600,000.00	865,280.19
WASTEWATER	35,876.88	41,625.53	25,527.14		4,708.00	47,267.27	-	47,267.27
WATER	542,570.47	27,322.07	8,974.85		4,708.00	556,209.69	420,000.00	976,209.69
MOTOR POOL	60,957.84	4.84	88,027.73	100,000.00	2,917.00	70,017.95	-	70,017.95
DDA	13,771.44					13,771.44	-	13,771.44
TOTALS:	1,653,913.69	349,163.84	285,603.33	136,570.00	131,570.00	1,722,474.20	1,260,000.00	2,982,474.20
								ELECTRIC-RESTRICTED CASH
								CUSTOMER DEPOSIT CD
								PERPETUAL CARE CD
								SUMMER REC SAVINGS-transferred to recreation account
								INCOME TAX SAVINGS
								ELECTRIC-PRIN & INT ESCROW
								WASTEWATER BOND PROCEEDS-transferred to wastewater cash
								WASTEWATER -DEBT ESCROW
								WASTEWATER-REPAIR ESCROW
								DDA-PRIN/INT ESCROW
								2,508,562.42
								4,231,036.62

* CASH IN TIME CERTIFICATES
**INVEST IN TIME CERTIFICATES

PORTLAND ECONOMIC DEVELOPMENT CORPORATION

Minutes of the Meeting
Held at 7:00 p.m., October 22, 2012
City Hall Executive Conference Room
City Hall, 259 Kent St., Portland, Michigan

Present: Julie Clement, Joel VanSlambrouck, Eric Frederick, Diane Smith, Mary Stucko, Dick Pohl, City Manager Dempsey

Absent: Calley, Lakin

Guest: Terry Frewen of Frewen Coldwell Banker

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

The Board welcomed new member Mary Stucko, who was appointed to fill the vacancy created by Kyle TenBroeke's resignation.

Motion by VanSlambrouck, supported by Frederick, to approve the Agenda as presented.
All in favor. Approved.

Motion by Dempsey, supported by Smith, to approve the Minutes of the March 26, 2012 meeting as presented.
All in favor. Approved.

Under New Business, the Election of Officers was held. Julie Clement was nominated and elected Chair, Eric Frederick was nominated and elected Vice Chair, and Diane Smith was nominated and elected Secretary.

City Manager Dempsey gave an update on economic development activity. The City's listing agreement with CBRE is set to expire at the end of October. As a number of Terry Frewen's Coldwell Banker signs have been seen on commercial recently, City Manager Dempsey asked Terry to look at the sub area concept plan for the property and inquired if he would interested in submitting a proposal to list the property. City Manager Dempsey has also been in touch with ICEA and the Right Place to get information about using a Site Selector to market the property.

There is an opportunity to work with the Ionia County Lank Bank on a grant application to demolish the Old School Manor property. City Manager Dempsey has also been in touch with the Woda Group out of Westerville, Ohio about the possibility of redeveloping the property with MSHDA assistance. Woda has successfully redeveloped a similar property in the City of Durand known as Sycamore House.

Vollman Ford has been purchased by Grand Ledge Ford, which intends to close the dealership in Portland at the end of October. There is no further information about what Grand Ledge Ford intends to do with the Real Estate.

Economic Development Corporation

March 26, 2012

The Portland Party Store/Pizzeria was purchased by Adam, Ted and Alex Keusch. They applied for a license to sell beer and wine for consumption off of the premises and are working on renovating the inside. They hope to open by December 1st.

Jerry's Restaurant and Pub was purchased by local residents Ken and Diane Bush. They have signed up for utilities at the property and have applied for a liquor license. Mr. Bush advises they intend to open up shortly after they acquire their liquor license.

The City recently settled a tax tribunal case with the owners of the Taco Bell/KFC property based on a FMV of \$637,500. They had a realtor's market analysis suggesting a value of \$550,000. City Manager Dempsey stated he is unaware of any other activity on the property.

The City and DDA have partnered to support the Ionia County Economic Alliance (ICEA). Last fall the ICEA signed a contract with the Right Place Program out of Kent County who conducted a search and hired Jen Wangler as the ICEA/Right Place Business Development Coordinator for Ionia County. Ms. Wangler plans to send out monthly updates.

Motion by VanSlambrouck, supported by Frederick, to request permission to submit a grant application to demolish the Old School Manor property if the Woda Group is not interested in redeveloping the property.
All in favor. Approved.

Terry Frewen gave a presentation on his proposed plan to market the 58 acres at Cutler Rd. and Grand River Ave. if he receives the listing agreement.

There was further discussion.

Motion by Smith, supported by VanSlambrouck, to recommend to City Council the approval of a listing agreement for the 58 acres at Cutler Rd. and Grand River Ave. with Frewen Coldwell Banker Realty.
All in favor. Approved.

Under Board Member Comments, Member Frederick commented on the Redevelopment Ready Communities Program through MEDC.

City Manager Dempsey commented on working with MEDC and the Local First organization in Kent County which is a business lead initiative that promotes spending funds locally.

Motion by VanSlambrouck, supported by Frederick, to adjourn the meeting.
All in favor. Approved.

The meeting was adjourned at 7:45 P.M.

Diane Smith, Secretary

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

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

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

Absent: None

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

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

Motion by Antaya, supported by Clement, to approve the Agenda with the removal of the Motion to Excuse Member Clement.

All in favor. Adopted.

Motion by VanSlambrouck, supported by Antaya, to approve the Minutes of the January 17, 2013 Regular Meeting as presented.

All in favor. Adopted.

Motion by Barnes, supported by Blastic, to approve the Treasurer's Report as presented.

All in favor. Adopted.

Under New Business, Director Reagan requested approval to submit an application for a Charitable Gaming License for Portland Pay Day which will be held June 1st through August 29th.

Motion by Smith, supported by Briggs, to approve the request to submit an application for a Charitable Gaming License for Portland Pay Day.

All in favor. Adopted.

Director Reagan requested approval to submit an application for a Special Event Liquor License for the 4th Annual Downtown Block Party scheduled to be held Saturday, May 18th. Instead of a car show as has been a part of the Block Party in the past, this year a BBQ Competition will be held along with the other activities that have been held in the past.

Motion by Barnes, supported by Clement, to approve the request to submit an application for a Special Event Liquor License for the 4th Annual Downtown Block Party.

All in favor. Adopted.

Under the Director's Report, Director Reagan reported that the Rental Rehabilitation Meeting was held in the City Council Chambers on Tuesday, January 22nd at 6:30 P.M. There were approximately 6 attendees interested in rehabbing up to possibly 9 apartments.

A “Building Basics” webinar was held in the Executive Conference Room at City Hall at 8:30 A.M. on Thursday, February 7th. The meeting has 2 attendees and was a kick-off point for the Design Committee to select downtown buildings to receive design services intended to facilitate the rehabilitation of a building’s façade. Any building located within the Main Street District is eligible to receive the no-cost design services that include a schematic drawing of the proposed façade improvement, paint samples, and other information to assist with the improvements. The design services are provided by the State Historic Preservation Office in the Michigan State Housing Development Authority.

Each Main Street Community is allowed to host 15 of these seminars at no cost. Portland has had 13 and will have 2 more it can use. The last 2 webinars will be used wisely.

Member VanSlambrouck asked if there are any building owners that have attended one of the webinars. He inquired if the last two need to be more targeted.

Director Reagan stated they should be able to gauge more specifically who should be in attendance at the future webinars. A mailing will be done soon to all building owners.

The National Main Street Conference will be held in New Orleans, Louisiana April 14th – 16th. Three board members will attend with Director Reagan.

Main Street Board Member training was held on Tuesday, February 19th. The training was fantastic.

Under Committee Updates, Director Reagan reported the Design Committee is currently accepting bids for a proposed fence in Scout Park that would look very similar to the brick piers and fencing located along Maple Street. The fence would replace the wooden, split rail fencing that was pulled out approximately 1 year ago due to deterioration.

The Design Committee is also working with the City and the Electric Department to replace fixtures on a portion of street lights in the Downtown. Lower bases and upper bases will be replaced on the broken lights in the Downtown District. The City will be replacing some light fixtures along the River Trail and along Water Street, especially in front of Frosty Boy on the corner of Grand River Ave. and Water Street.

The Promotions & Marketing Committee will host the 2013 Block Party on Saturday, May 18th and will feature a BBQ competition along with a petting zoo, live music, a party pavilion and inflatables for the kids.

The Organization and Finance Committee continues its publication efforts with the “On the Street” Newsletter with a new look thanks to Charilse Abel; the newsletters new Editor.

City Manager Dempsey noted the light pole project may be held up a bit due to the need to add other supplies to the order. The damage to the light poles needing repair has happened over a long period of time.

Under Member Comments, Member Clement noted the Arts Council will host the Winter Ball this Saturday, February 23rd at Willow Wood.

Member VanSlambrouck stated the VFW will hold a fund raiser on Friday, February 22nd to restore the floor throughout the building. Dinner will be served from 5:00 – 8:00 P.M. Music will begin at 6:00 P.M. by Rush Clement.

Member Clement also stated an Open House will be held at Rush Hour Studios on Saturday, February 23rd.

Member Blastic stated the Rotary lunch will be held next Thursday, February 28th at Noon at the Wagon Wheel.

Motion by Barnes, supported by VanSlambrouck, to adjourn the meeting at 3:51 P.M.
All in favor. Adopted

Respectfully submitted,



Kory Blastic, Secretary

City of Portland

Meeting Agenda

March 21, 2013

8:30 a.m. in the Conference Room

Type of Meeting: Regular Safety Meeting

- I. Call to order
- II. Roll call
- III. Approval of minutes from last meeting
- IV. Old Business
 - a) Confined spaces list by departments
- V. New business
 - a) Accidents: 1) 458 days since last loss time accident.
 - b) Right to Know: Nothing new to report
- VI. Comments and Discussion
 - a) March is Workplace Eye Wellness Month
 - b) April all staff meeting plans; Distracting Driving Awareness
 - c) Anything else from members present
 - d) Next Meeting: April 17, 2013 at 2:20 p.m.
- VII. Adjournment

City of Portland
Safety Committee Meeting

Minutes
January 17, 2013
8:30 a.m. in the Conference Room

Type of Meeting: Regular Safety Meeting

I. Call to order

1. Meeting was called to order at 8:31 am

II. Roll call

1. Members Present: Hyland, Cassel, Tolan, Chapman, Thomason, Sherman, Bauer, Krizov, Scheurer, Reagan, Dempsey.

III. Approval of minutes from last meeting

1. Motion made by Hyland, supported by Scheurer to accept the minutes. All in favor.

IV. Old Business

a) none

V. New business

a) Accidents: 1) 395 days since last loss time accident.

b) Inspection of Waste Water Department in progress.

c) Confined Space Entry – Procedure Review

1. Tolan stated that the confined space procedure was initially put in place in 1988 and stated that review needed to take place. Dempsey noted that this plan needed to be reviewed and updated by the end of the first quarter in 2013. Hyland stated that he believes an expert needs to be brought in for training purposes.

Tolan passed out a confined spaces checklist from LARA. Tolan stated (and the group concurred) that a list of confined spaces needs to be gathered by each department and each department needs to develop a plan. Members of the group stated that confined spaces are entered only on an “as needed” basis. It was also noted that both Lansing and Belding have units trained in confined spaces rescue.

The group discussed the need to have more training on confined spaces and that upon further training, the plan can then be updated. It was noted by Dempsey that the City could host a training session.

Tolan asked that each department head bring back a list of possible confined spaces to the next safety meeting in February. Tolan stated that the goal is to have all employees trained with regards to dealing with confined spaces.

d) Right to Know: Nothing new to report

VI. Comments and Discussion

a) Hand outs: 2013 Safety Survey

1. Tolan handed out a safety survey and asked that each department head fill it out and return it by Thursday afternoon.

b) All Staff Meeting Topics for the year 2013

1. Tolan stated that a first aid training session will be held in cooperation with Tri County Electric on February 28th. This is for all employees. Hyland suggested that an alternate date be planned in case of cancellation.

c) Anything else from members present

d) Next Meeting: February 28, 2013 8:00 or 10:00 a.m.

VII. Adjournment

1. Motion made by Hyland, seconded by Scheurer to adjourn at 9:00 am. Motion carried.

Submitted: Patrick T. Reagan, Secretary

March Is Workplace Eye Wellness Month

While **March is workplace eye wellness month** it is still important to care of your eyes all year long, taking care of your eyes should always be a priority while you are working. Many eye injuries are irreversible and can be permanent. *Workplace eye wellness month* is a great time to teach your employees about protecting their vision while working. Safety meetings are a great place to discuss eye safety. Training your employees in the proper use of machines and harmful chemicals will help to greatly reduce eye problems. There are hundreds of chemicals, machines and other miscellaneous items in the workplace that can cause eye injuries. It is important to teach your employees about the different dangers that lurk in the workplace and could permanently injure their eyes.

- Chemicals
- Power Tools
- Wood Dust
- Bleach
- Lawn Mowers
- Paints
- Nails
- Gasoline
- Hand Tools
- Welding

These are the most popular causes of **eye injuries in the workplace**. Since *March is eye wellness month* this is the best time to teach your workers about protecting their eyes.

There are several different ways to protect your eyes from the dangers in the workplace. During **eye wellness month** you should go over the types of eye protection safety equipment that can be used while working. You can show employees the proper way to use and wear the eye safety gear. Protecting your eyes at work should always be your number one priority. Most damage that is done to the eyes from workplace accidents cannot be repaired. Since *March is workplace eye wellness month* you should take this time to share some **eye safety slogans** with everyone. Slogans are a fun and easy way to remind others about the dangers of forgetting eye safety. They are also a great way to promote the proper eye awareness in the workplace. Below is a list of the **best eye safety slogans for the workplace**. Use this list at your next safety meeting or post them around the work site as little reminders.

1. Forgot your safety glasses? Forget about seeing!
2. Have you an eye for safety or are you blinded by bad habits.
3. Some have eyes and cannot see Some have ears and cannot hear So lets be wise And wear our safety gear.
4. Use your eyes, don't lose them
5. Eyes are priceless, eye protection is cheap.
6. Don't let the light go out, wear eye protection.
7. Don't be safety blinded, be safety minded.
8. Safety glasses. All in favor say Eye!
9. You can eat with false teeth, you can't see with a glass eye.

This is just a small list of the **best eye safety slogans** that you can use to keep yourself safe while at work.

CITY OF PORTLAND

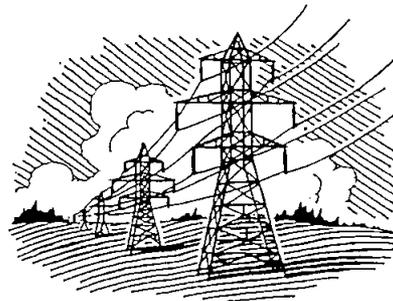
REPORT DATE
PERIOD COVERED

March 1, 2013
February 1-28, 2013

HYDRO GENERATION	44,400		
DIESEL PRODUCTION	0		
Kwh Purchased	2,908,067	Amount Paid	\$ 189,281.28
Total Kwh Purchased	2,908,067	Total Dollars Paid	\$ 189,281.28

Kwh Billed		Dollars Billed	
Residential	1,431,454	PCA Billed	\$ 10,313.44
Commercial	619,145	Residential	\$ 150,065.16
Large General	729,240	Residential EO Charge	\$ 2,515.97
City St. Lites Metered	29,956	Geothermal Discount	\$ (234.72)
St. Lites Unmetered		Commercial	\$ 66,638.39
Rental Lights		Commercial/LG EO Charge	\$ 2,515.04
Demand	2,388	Large General	\$ 51,357.16
		Large EO Charge	\$ 18.40
Total Kwh Billed	2,812,183	City St. Lights Metered	\$ 2,486.36
		St. Lights Unmetered	\$ 1,543.05
Arrears after billing	\$ 16,963.37	Rental Lights	\$ 259.59
Penalties Added	\$ 2,083.63	Demand	\$ 14,035.82
Arrears end of month	\$ 46,205.46	Tax	\$ 11,347.96
Fuel Cost Billed	\$ 13,494.23	Total Dollars Billed	\$ 312,861.62
Amount Collected	\$ 355,662.94	Power Cost Adj.	.00371
Total Adjustments	\$1,043.83		

Residential Customers		2,141
Commercial Customers		309
Large General		17
Total Customers	03/05/13	2,467



CITY OF PORTLAND
February-13

WATER DEPARTMENT REPORT

MONTH	Feb-13	PERIOD COVERED	February 1-28, 2013
Customers Billed		Penalties Added	\$ 405.73
City	1,795	Dollars Collected	\$ 46,471.32
Rural	27	Arrears at end of Month	\$ 8,671.73
Total Customers	1,822	Adjustments	\$ 313.99
		Gallons Pumped	7,841,000
		Hydrant Flusing/Rental (unmetered)	0 (water leak)
Gallons Billed		Dollars Billed	
City	7,856,281		\$ 42,514.52
Rural	128,100		\$ 1,437.41
Total	<u>7,984,381</u>		<u>\$ 43,951.93</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,756	Dollars Billed	\$ 62,879.68
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 62,879.68

Penalties Added	\$ 642.62
Dollars Collected	\$ 65,511.85
Arrears at end of Month	\$ 12,816.95
Adjustments	\$ 319.21
Gallons Treated per Million	10.60



IONIA COUNTY BOARD OF COMMISSIONERS
Committee-of-the-Whole Meeting
March 19, 2013
4:00 p.m.

The Vice-Chair called the meeting to order and led with the Pledge of Allegiance.

Members present: Mason, Tiejema, Banks, Cowling-Cronk, Wirtz and Shattuck
Members absent: Calley

Others present: Loren Gage, Doug DeVries, Lisa McCafferty, Jim Valentine, Karen Bota, Stephanie Hurlbut and Tonda Rich

Moved by Tiejema, supported by Mason, to approve the agenda. Motion carried by voice vote.

There was no Public Comment.

New Business

A. Departmental Reports

1. Central Dispatch – Director, Jim Valentine, discussed the surcharge appeal, staffing and the Address Appeal Board. The 2012 Ionia County Central Dispatch Annual Report was presented and the Board was given an opportunity to ask questions. (A copy of the 2012 Annual Report is on file in the Clerk's Office).
2. Parks & Recreation – Park Manager, Loren Gage, discussed the Recreational Plan, donations/fundraisers for the park, rentals for the upcoming year and preventive maintenance plans. A brief update on Greenview Point Park was given.
3. Emergency Management – Doug DeVries, Emergency Management Coordinator, discussed the Homeland Security activities, grant funding and other projects. Other discussions included preparing a Flood Plan and conducting exercises in the coming year.

Reports

Commissioner Shattuck updated the Board on the oil lease and that the money received from this will be split three ways to the Park, Commission on Aging and the Animal Shelter.

The County Administrator passed out pictures of the Airport Terminal Building.

Moved by Shattuck, supported by Cowling-Cronk, to adjourn the meeting at 4:32 p.m. Motion carried by voice vote.

James L. Banks, Vice Chair

Tonda Rich, Clerk

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

Agenda
March 26, 2013
7:00 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. Did You Know?
- VII. Action on Consent Calendar
 - A. Approve minutes of the previous meeting(s)
 - B. Approve per diem and mileage
 - C. Approve payment of General Fund payroll and accounts payable for the month of February 2013 - \$1,254,452.98
 - D. Approve payment of Health Fund bills - \$93,349.08
 - E.
- VIII. Unfinished Business
 - A. Action on PA116 – Seidelman
 - B. Appointments to Community Mental Health Services Board – Three three-year appointments.
 - C.
- IX. New Business
 - A. Equalization staffing request
 - B. Commission on Aging request to fill vacant positions
 - C. Agreement with City of Portland for Deputy Services
 - D. Request for approval of Tahoe purchases for Sheriff Department
 - E. Request for approval of Detective car purchase
 - F. Request to fill Deputy position
 - G. Request from Sheriff's Department to dispose of unclaimed stolen and found property
 - H. Appointment to Community Corrections Advisory Board
 - I. West Michigan Regional Planning Commission membership
 - J. Employee Bonus
 - K. Animal Care & Control Department Restructuring Discussion

- L. Building Department Fee Schedule
- M.

- X. Reports of Officers, Boards, and Standing Committees
 - A. Chairperson
 - B. County Administrator

- XI. Reports of Special or Ad Hoc Committees

- XII. Public Comment (3 minute time limit per speaker)

- XIII. Executive Session
 - 1. Attorney Opinion Discussion
 - 2.

- XIV. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year appointment expiring January 2016.

Appointments for consideration in the month of April 2013:

- *Area on Aging of Western Michigan Advisory Council* – Two one-year appointments.
- *Economic Development Corporation/Brownfield Redevelopment Authority* – Three three-year appointments.
- *Jury Board* – One six-year appointment.
- *Land Bank Authority* – One three-year term.

Appointments for consideration in the month of May 2013:

- *Midwest Michigan Trail Authority* – Three two-year appointments.



Capital Area
MICHIGAN



2110 S. Cedar St. • Lansing, Michigan 48910 • Phone (517) 492-5599 • Fax (517) 487-0113

Jane Doty, Chair
Workforce Development Board

Debbie DeLeon, Chair
Administrative Board

Douglas E. Stites
Chief Executive Officer

You're Invited **Legislative Breakfast**

Topic: What's Next for Greater Lansing

Wednesday, April 10, 2013

7:30 to 8:30 a.m.

Capital Area Michigan Works!
2110 S. Cedar Street, Lansing

Please join Capital Area Michigan Works! for our next legislative breakfast. At each legislative breakfast, community members and business leaders join with legislators in the region to discuss a chosen topic. This month, the Capitol Caucus, a bi-partisan group of our local legislators, will introduce its newly elected members and discuss what's next for the greater Lansing area.

Don't miss your opportunity to hear about what's next for the Greater Lansing area and have your voice heard as they set priorities for the 2013 year.

To RSVP, please visit lansingbreakfast3.eventbrite.com or contact **Kimburley Timlin**, communications assistant, at **517-708-4009** or ktimlin@camw.net.

Sincerely,

Douglas E. Stites, CEO
Capital Area Michigan Works!

