



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

7:00 p.m. Monday, April 15, 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> | |
| 7:03 PM | IV. <u>City Manager Report</u> | Motion |
| 7:15 PM | V. <u>Presentations</u> | |
| | A. Main Street Board Member and Chair of the Promotions and Marketing Committee Nicole Sunstrum – Downtown Report | |
| | VI. <u>Public Hearing(s) - None</u> | |
| | VII. <u>Old Business</u> | |
| | VIII. <u>New Business</u> | |
| 7:20 PM | A. Proposed Resolution 13-31 Approving, Authorizing, and Directing The Mayor and Clerk to Sign a Boardwalk Café Permit Agreement | Motion |
| 7:22 PM | B. Proposed Resolution 13-32 Setting a Public Hearing on the Budget Proposed for Fiscal Year 2013-2014 | Motion |
| 7:24 PM | C. Proposed Resolution 13-33 to Schedule a Special Meeting of the City Council for a Budget Workshop | Motion |
| 7:26 PM | IX. <u>Consent Agenda</u>– | Motion |
| | A. Minutes & Synopsis from the Regular City Council Meeting held on April 1, 2013 | |
| | B. Payment of Invoices in the Amount of \$51,569.13 and Payroll in the Amount of \$93,879.15 for a Total of \$145,448.28 | |
| | C. Purchase Orders over \$5,000 – None | |
| | X. <u>Communications</u>– | |
| | A. Police Department General Order No. 1 – Use of Force | |
| | B. Police Department General Order No. 2 – Use of Weapons | |
| | C. Police Department General Order No. 3 – Post Force Reporting Process | |
| | D. Police Department General Order No. 4 – Vehicle Operations | |
| | E. Police Department General Order No. 6 – Audio and Visual Media Recording | |
| | F. Police Department General Order No. 10 – Department Training Policy | |

| <u>Estimated Time</u> | | <u>Action Requested</u> |
|------------------------------|---|--------------------------------|
| | <p>G. Police Department Report for March 2013 H. DDA Treasurer’s Report for April 11, 2013 I. Wastewater Treatment Plant Report for March 2013 J. Water Department Report for March 2013 K. Board of Light & Power EO Report for April 4, 2013 L. Revenue & Expense Report for March 2013 M. Transient Trader Permit for Class C Fireworks Sales N. West Michigan Regional Planning Commission Communication O. Portland Area Municipal Authority Minutes for January 8, 2013 P. Ionia County Board of Commissioners Minutes for March 26, 2013 Q. Ionia County Board of Commissioners Agenda for April 9, 2013</p> | |
| 7:29 PM | <p>X. <u>Public Comment</u> (5 minute time limit per speaker)</p> | |
| 7:35 PM | <p>XI. <u>Other Business</u></p> | |
| 7:40 PM | <p>XII. <u>Council Comments</u></p> | |
| | <p>XIII. <u>Adjournment</u></p> | Motion |

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-31

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR
AND CLERK TO SIGN A BOARDWALK CAFÉ PERMIT AGREEMENT**

WHEREAS, Cheeky Monkeys LLC has requested permission to place tables and chairs on the boardwalk in front of their establishment at 176 Kent Street; and

WHEREAS, Section 30.011 of the City Ordinances provides that, “it shall be unlawful to place or maintain any obstruction of any nature whatever on the sidewalk or other public ways of the City without first obtaining permission from the City Manager.”; and

WHEREAS, the City Manager has prepared a proposed Boardwalk Café Permit Agreement, a copy of which is attached as Exhibit A, to grant Cheeky Monkeys permission to use the boardwalk and protect the City’s interests.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves, authorizes and directs the Mayor and Clerk to sign the Boardwalk Café Permit 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 15, 2013

Monique I. Miller, City Clerk

BOARDWALK CAFÉ PERMIT AGREEMENT

This Boardwalk Café Permit Agreement is made as of _____, 2013, between the City of Portland, a Michigan municipal corporation the principal business address of which is 259 Kent Street, Portland, MI 48875 (the "City"), and Cheeky Monkeys, a Michigan Limited Liability Corporation, the principal business address of which is 176 Kent Street, Portland, Michigan, 48875(Cheeky Monkeys).

RECITALS

- A. The City's public Boardwalk is adjacent to the property located at 176 Kent Street (the "Boardwalk Property").
- B. Cheeky Monkeys owns and/or operates a coffee shop/bakery located adjacent to and abutting the Boardwalk Property,
- C. Cheeky Monkeys desires to use a limited portion of the Boardwalk Property for outdoor service of its patrons.

TERMS AND CONDITIONS

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

1. Grant of Permit. The City grants to Cheeky Monkeys a revocable permit to use a portion of the Boardwalk Property described and depicted on the drawing attached as Exhibit A to this Agreement (the "Permitted Premises"). This is a permit to use the Permitted Premises and does not constitute any legal, equitable, or possessory interest in the Permitted Premises. This permit is granted subject to compliance with all of the provisions of this Agreement.
2. Term. Unless terminated earlier pursuant to this Agreement, the term of the permit shall commence on May 1, 2013, and terminate on April 30, 2014.
3. Fee. The annual permit fee is \$1.00 payable on execution of this Agreement.
4. Use. The Permitted Premises shall be used only for serving seated patrons food and non-alcoholic drink from 7:00 a.m. until 9:00 p.m. (the "Permitted Use") by Cheeky Monkeys and for no other purpose. Such use shall comply with applicable all laws, ordinances, rules, regulations, orders and directives of governmental bodies and officials of competent jurisdiction. The Permitted Premises shall at all times during the term of this Agreement be used, operated, repaired and maintained in accordance with plans and specifications filed with and approved by the City.
5. Assignment or Use by Others Prohibited. Cheeky Monkeys may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement without the City's prior written consent. Cheeky Monkeys may not allow any other person or entity to use the Permitted Premises for any purpose without the City's prior written consent.
6. Condition of Permit Premises. This permit is granted on an "as is" basis. The City makes no representations or warranties about the condition of the Permitted Premises or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of the Permitted Premises. During the term of this Agreement, Cheeky Monkeys shall, at its sole expense, perform all maintenance necessary to keep the Permitted Premises in as good condition as they are on the date of this Agreement, reasonable wear and tear excepted including, without limitation, removing all trash and broom sweeping at least once each day.

7. Taxes and Special Assessments. Cheeky Monkeys shall pay all personal taxes assessed against any personal property located on the Permitted Premises which are billed anytime during the calendar year 2013. If the real property comprising the Permitted Premises is assessed, then Cheeky Monkeys shall pay any taxes resulting from such assessment which are billed anytime during the calendar year 2010. Cheeky Monkeys shall also pay any installments of special assessments against the Permitted Premises which are due and payable anytime during the term of this agreement.

8. Utility Costs. If Utility service is made available, Cheeky Monkeys shall place all utility services to the Permitted Premises in its 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 natural gas, telephone, fiber optic, electricity, water, sanitary sewer, storm sewer, cable television, telecommunications or any other utility service to the Permitted Premises.

9. Changes to Permitted Premises. No changes may be to the Permitted Premises and no additions may be made to the Permitted Premises without the City's prior written consent which the City may for any reason decline. The City may require detailed plans and specifications and require that any such work be performed by a contractor acceptable to the City. At the termination of this permit, such work shall become the property of the City. No liens arising from such work shall be placed against the Property, the Permitted Premises or any part of the Permitted Premises.

10. Indemnification and Insurance. The City shall not be responsible for any loss or damage from whatever cause to personal property located on the Permitted Premises. Cheeky Monkeys shall hold the City (defined for purposes of this paragraph to also 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 Cheeky Monkeys use, occupancy, maintenance (or failure to maintain), or repair (or failure to repair) the Permitted Premises. Cheeky Monkeys shall obtain and maintain a general liability insurance policy covering the Permitted Premises and Cheeky Monkeys activities on the Permitted Premises in minimal coverage amounts of \$1,000,000 per occurrence and fire and casualty insurance with an extended coverage endorsement on any improvements placed or constructed by Cheeky Monkeys on the Permitted Premises equal in amount to the full insurable value of such improvements. All policies 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.

11. Breach and Remedies. All remedies in this Agreement are cumulative of all other remedies available at law or in equity. Remedies may be exercised simultaneously or sequentially. The failure to initially use any remedy is not a waiver of that remedy. 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.

12. Termination. The permit granted pursuant to this Agreement is terminable at the will of the City Council of the City. However, prior to terminating the permit the City shall first give

Cheeky Monkeys 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 Cheeky Monkeys may address the City Council. The permit is also subject to immediate revocation by the City in the event Cheeky Monkeys fails to maintain the Permitted Premises in strict accordance with the requirements of any ordinances regarding Boardwalk cafés, or to comply other applicable laws, rules, regulations, orders or directives. The obligations to pay taxes, special assessments and 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 permit granted under this Agreement whether such termination is due to the expiration of the permit term or a result of action taken by the City pursuant to this paragraph.

13. Right of Entry. The City and its agents shall have the right to enter the Permitted Premises at such reasonable times as will not unreasonably interfere with Cheeky Monkeys normal use of it.

14. Environmental Issues. Cheeky Monkeys shall not cause or permit any hazardous or toxic substances to be released, stored, produced, emitted, disposed of or used upon the Permitted Premises and/or the Property. As used in this paragraph, the term "hazardous or toxic substance or material" shall include, but not be limited to any material or substance which is deemed a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §9661, or pursuant to the Michigan Natural Resources and Environmental Protection Act, MCLA 324.101, and rules and regulations promulgated under either Act. Cheeky Monkeys shall hold the City harmless from, indemnify it for, and defend it against any and all cost, claims, losses, liability, damages, administrative and criminal proceedings, or other actions as a result of the Cheeky Monkeys breach of such condition.

15. 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. 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 caused this Agreement to be executed as of the date first above written.

CITY OF PORTLAND

CHEEKY MONKEYS , LLC

By: _____
James E. Barnes, Mayor

By: _____
Michelle VanSlambrouck, Member

By: _____
Monique I. Miller, Clerk

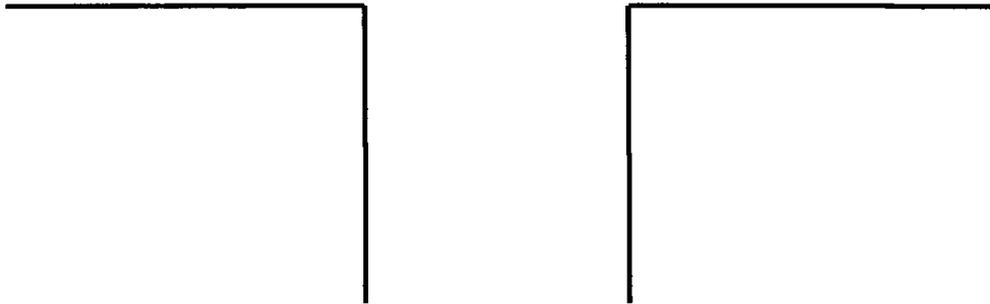
EXHIBIT A

The Permitted Premises consists of the access deck and that portion of the Boardwalk Property located within three feet of the railing attached to the concrete deck adjacent to the building occupied by Cheeky Monkeys, LLC

GRAND RIVER

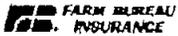


Boardwalk Property



CHEEKY MONKEYS BUILDING
176 KENT STREET





CERTIFICATE OF INSURANCE

Scan Code
CERT

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN
 FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN
 Lansing, Michigan 48909

AMENDED

Name and Address of Certificate Holder:

CITY OF PORTLAND
 259 KENT ST.
 PORTLAND, MI 48875

Named Insured and Address:

CHEEKY MONKEY'S COFFEE HOUSE
 AND BAKERY
 176 KENT ST.
 PORTLAND, MI 48875

Issue Date 04/02/2013

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at the Certificate Holder's last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

| Type of Insurance | Policy Number | Policy Period | Limits of Liability | |
|--|---------------|------------------------------------|---|---|
| Business Auto Liability * Specifically Described Autos (Symbol 7) ; Hired Auto (Symbol 8) ; Non-Owned Auto (Symbol 9) | | Eff. Exp. | Combined Single Limit Each Accident \$ | |
| Worker's Disability Compensation | WCC2852282 | Eff. 05/19/2012 Exp. 05/19/2013 | Coverage A - Statutory Coverage B - Bodily Injury by Accident (Employer's Liab.) Bodily Injury by Disease Bodily Injury by Disease | \$ 500,000 Each Accident \$ 500,000 Each Employee \$ 500,000 Policy Limit |
| Comprehensive General Liability or Commercial Package Including Excluding Products-Completed Operations ; Hired Auto ; Non-Owned Auto CERTIFICATE HOLDER is an Additional Insured on the Comprehensive General Liability Policy Excluding | S2852281 | Eff. 05/19/2012 Exp. 05/19/2013 | Each Occurrence \$ 2,000,000 General Aggregate \$ 4,000,000 Medical Payments Limit \$ 10,000 | Products Aggregate \$ 4,000,000 |
| Owners and Contractors Protective Liability | | Eff. Exp. | Each Occurrence \$ General Aggregate \$ | |
| Products - Completed Operations Liability | | Eff. Exp. | Each Occurrence \$ | Products Aggregate \$ |
| Umbrella Liability | | Eff. Exp. | Limit \$ | |
| Farmowners Liability Including Products Business Pursuits Excluded Included | | Eff. Exp. | Limit \$ Type: Describe. | |
| Other | | Eff. Exp. | | |

X
 Authorized Signature

2148
 Agent Number

(517) 647-6536
 Agent Phone Number

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-32

**A RESOLUTION SETTING A PUBLIC HEARING ON THE BUDGET
PROPOSED FOR FISCAL YEAR 2013-2014**

WHEREAS, the City Manager recommends that the City Council schedule a Public Hearing on the Budget proposed for Fiscal Year 2013-2014 on May 6, 2013 at 7:00 p.m. and direct the City Clerk to publish a notice of the hearing at least one week prior to the hearing to comply with the requirements of State Law and the City Charter.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves of scheduling a public hearing on the 2013-2014 budget for Monday, May 6, 2013 at 7:00 p.m. and directs the City Clerk to publish a notice of the hearing at least one week prior to the hearing to comply with the requirements of State Law and the City Charter.
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 15, 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. 13-33

A RESOLUTION TO SCHEDULE A SPECIAL MEETING OF THE CITY COUNCIL FOR A BUDGET WORKSHOP

WHEREAS, the City Manager is requesting that the City Council Schedule a special meeting for a budget workshop at 7:00 pm on April 17, 2013.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves scheduling a special meeting at 7:00 pm on Wednesday April 17, 2013 for a budget workshop.
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 15, 2013

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, April 1, 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; Ambulance Director Gensterblum

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

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

Motion by VanSlambrouck, supported by Fabiano, to approve the Proposed Agenda with the correction of the lettering of the new business items.

Yeas: VanSlambrouck, Fabiano, Calley, Krause, Barnes

Nays: None

Adopted

Under the City Manager Report, City Manager Dempsey noted the only item under Presentations is the Arbor Day Proclamation; which requires no action. He also noted the Tree Management Commission and the Parks and Recreation Board have scheduled an Arbor Day Tree Planting at Thompson Field on Friday, April 26th at 2:00 P.M.

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

City Manager Dempsey also reported MDOT will resume work on the Box Culvert Project this week. The project is expected to be completed by the end of May.

Ionia County has joined the West Michigan Regional Planning Commission so the City of Portland will no longer be required to pay dues for its membership.

The job opening for the Police Chief position will be posted on the City's website and the Michigan Association of Chiefs of Police website. Applications will be due by the end of April. The goal is to have hired a new Police Chief by the end of May.

The AFSCME Union met this morning and has agreed to accept the changes in health care; other negotiations are ongoing. City Manager Dempsey stated he will meet with them at 9:00 A.M. tomorrow morning.

Council Member Fabiano asked about the status of Old School Manor.

City Manager Dempsey stated the WODA Group is moving forward with its plan. City Manager Dempsey received the proposed purchase agreement last week; he forwarded it to the Ionia County Land Bank for them to act on.

City Manager Dempsey also noted there has been some action on the 52.9 acres at Grand River Ave. and Cutler Rd. The property is one of eight sites being considered for a use in the health industry. The interested party has not been disclosed.

Mayor Barnes noted the winter parking ban has been lifted as of today.

Under New Business, the Council considered Resolution 13-22 to authorize the Mayor and Clerk to sign Ambulance Services Agreements with area municipalities using the 2010 Census figures and to approve the Care Plan Membership Agreement Form. The City has revised the agreements and fees based on the new census data. The agreements are now based on a single per capita charge of \$7.00. The option for municipalities to pay a \$2.00 per capita charge and a set cost for runs and be reimbursed what is received from insurance has been eliminated. The City, Portland Township, and Danby Township were paying a \$12.10 per capita charge and will save \$5.10 per capita with this change. For the City this amounts to \$19,803.30. Households within the area municipalities may participate in the Portland Ambulance Care Plan Subscription Service to limit out-of-pocket expenses for the uninsured portions of their ambulance bills.

Motion by Fabiano, supported by Krause, to approve 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.

Yeas: Fabiano, Krause, VanSlambrouck, Calley, Barnes

Nays: None

Adopted

The Council considered Resolution 13-23 to amend the Budget for Fiscal Year 2012-2013 to add \$15,428 to the Ambulance Budget for the purchase of 2 recertified heart monitors. 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. The City has investigated the cost of purchasing a new heart monitor for the basic unit so it could be licensed as an advance life support unit and found that the cost for a new 12-lead heart monitor is approximately \$32,000. The oldest heart monitor in use by the Ambulance Department is 12 years old and only enables 12-lead monitoring whereas a newer monitor will do 12-lead monitoring and vital signs such as CO2 and AED. Ambulance Director Gensterblum was able to obtain a quote from Bound Tree that would enable the City to purchase 2 recertified 12-lead heart monitors for \$15,427.90; which includes a \$2,000 trade-in of the oldest unit. The quote includes 3 batteries and 2-year maintenance on all 3 monitors in use by the Ambulance Department, and the 2 new recertified monitors would have enhanced screens and do 12-lead monitoring and vital signs, have AED, and also have the capability of invasive monitoring of an arterial line for critical care transfers.

Motion by Krause, supported by VanSlambrouck, to approve Resolution 13-23 to amend the Budget for Fiscal Year 2012-2013.

Yeas: Krause, VanSlambrouck, Calley, Fabiano, Barnes

Nays: None

Adopted

Mayor Barnes extended his compliments to Ambulance Director Gensterblum and the Ambulance Department on the excellent reputation they have earned.

Mayor Barnes asked Director Gensterblum what the new heart monitors would add to the department.

Director Gensterblum stated the monitors would provide the ability to monitor vital signs allowing for other care to be provided to the patient in their care. He would like to add this capability to all of the ambulances; this may become mandatory in the next few months. Without these capabilities the department could be looking at liabilities.

Mayor Barnes asked what the capacity of the Ambulance Department would be with 3 advanced life support units.

Director Gensterblum stated he is looking to expand the service area of the department which would require another advanced life support unit. A new full-time paramedic started this week and there will be additional part-time paramedics starting soon to staff the ambulance and proposed additional service area.

Motion by Fabiano, supported by Krause, to approve Resolution 13-24 approving purchase of heart monitors for the Ambulance Department.

Yeas: Fabiano; Krause, VanSlambrouck, Calley, Barnes

Nays: None

Adopted

The Council considered Resolution 13-25 to approve the Board of Light & Power Board's recommendation to add additional footage to the electric undergrounding work previously awarded to Cook Brothers Excavating, Inc. Cook Brothers is still finishing up the Mulder Drive Electric Line Replacement Project. The Board met on March 19th and reviewed adding the additional undergrounding work based on the current contract. They approved the recommendation to the City Council for an estimated \$53,664 plus a 10% contingency of \$5,366.40 for a total of \$59,030.40.

Motion by Krause, supported by VanSlambrouck, to approve 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.

Yeas: Krause, VanSlambrouck, Calley, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-26 to approve Electric Superintendent Hyland and City Manager Dempsey's recommendation to approve performance testing on the emission reduction equipment on the

generators at the Electric Plant. 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). The emissions reduction equipment was tested at the end of August 2011 after the installation was complete and Generator 3 achieved an emission reduction of 94-95%, Generator 4 achieved an emission reduction of 93%, and Generator 5 achieved an emission reduction of 93%. The emission equipment installed on Generator 5 had a manufacturer's defect which will be 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. By testing Generators 3 and 4 now the City will 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 the first unit requires the \$400 application fee and would cost \$5,000. This testing will be done in June.

Motion by VanSlambrouck, supported by Krause, to approve 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.

Yeas: VanSlambrouck, Krause, Calley, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-27 to approve a Title VI Plan for the City of Portland. Title VI of the Civil Rights Act of 1964 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. 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. 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. City Manager Dempsey 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.

Motion by Krause, supported by Calley, to approve Resolution 13-27 approving a Title VI Plan for the City of Portland.

Yeas: Krause, Calley, VanSlambrouck, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-28 to approve the purchase of a new police car as part of the Fiscal Year 2013-2014 Budget. The City has been using the Ford Crown Victoria as its patrol car; but Ford is no longer making this vehicle. Police Chief Bauer is recommending the City transition its fleet to the All-Wheel Drive Ford Taurus. The vehicle must be ordered by April 10th to have a 2013 model built and take delivery after July 1st (the next budget cycle). The vehicle cost is \$27,298. The estimated

vehicle changes over costs are higher than previous years because of the change in model. DPW Superintendent Thomason and City Manager Dempsey believe the City can get more for the old police car than the trade-in price offered and are suggesting offering it and an additional older vehicle for sale by sealed bid before accepting the trade-in price offered. If a sealed price higher than the trade-in price is not received then the vehicle will be traded in.

Motion by VanSlambrouck, supported by Krause, to approve Resolution 13-28 approving the purchase of a new police car.

Yeas: VanSlambrouck, Krause, Calley, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-29 to approve Smith Housing Consulting's proposal to provide third party administrator services for the City's MSHDA Downtown Rental Rehabilitation Grant program. Smith Housing Consulting is offering to provide services for 90% of the administration costs allowable by grant with 10% administration costs being paid to the City. Marilyn Smith has worked with the City on this program in the past and is being recommended for approval for this grant.

Motion by VanSlambrouck, supported by Krause, to approve 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.

Yeas: VanSlambrouck, Krause, Calley, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-30 to approve a license agreement to farm the 52.9 acres at Grand River Ave. and Cutler Rd.; of which 45 are tillable. The existing licensee has been licensed to farm the property for the past 5 years based on a bid price which has been annually adjusted based on the rate of inflation and acreage available. The existing licensee has agreed to increase his payment by 8% so the cash rents proposed would be \$7,875.

Motion by Calley, supported by VanSlambrouck, to approve Resolution 13-30 approving, authorizing, and directing the Mayor and Clerk to sign a License Agreement to farm the 52.9 acres at Grand River Ave. and Cutler Rd.

Yeas: Calley, VanSlambrouck, Fabiano, Krause, Barnes

Nays: None

Adopted

Motion by Krause, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting and Closed Session held on March 18, 2013, 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; there were no purchase orders over \$5,000.

Yeas: Krause, VanSlambrouck, Calley, Fabiano, Barnes

Nays: None

Adopted

City of Portland
Synopsis of the Minutes of the April 1, 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; Ambulance Director Gensterblum

Presentation – Arbor Day Proclamation

Approval of 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.

All in favor. Approved.

Approval of Resolution 13-23 to amend the Budget for Fiscal Year 2012-2013.

All in favor. Approved.

Approval of Resolution 13-24 approving purchase of heart monitors for the Ambulance Department.

All in favor. Approved.

Approval of 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.

All in favor. Approved.

Approval of 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.

All in favor. Approved.

Approval of Resolution 13-27 approving a Title VI Plan for the City of Portland.

All in favor. Approved.

Approval of Resolution 13-28 approving the purchase of a new police car.

All in favor. Approved.

Approval of 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.

All in favor. Approved.

Approval of Resolution 13-30 approving, authorizing, and directing the Mayor and Clerk to sign a License Agreement to farm the 52.9 acres at Grand River Ave. and Cutler Rd.

All in favor. Approved.

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

All in favor. Approved.

Adjournment – Motion by Fabiano, supported by VanSlambrouck, to adjourn the regular meeting at 7:39 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 |
|--------------------------------|--------|---------------------------------------|-----------|
| STATE OF MICHIGAN | 00428 | SALES TAX - ELECTRIC | 11,387.86 |
| BARYAMES CLEANERS INC | 01692 | UNIFORM CLEANING - POLICE | 40.05 |
| CINTAS-725 | 00083 | UNIFORM & RUG CLEANING - VAR DEPTS | 1,094.32 |
| GRANGER CONTAINER SERVICE | 00175 | RECYCLING SERVICE-REFUSE | 674.85 |
| GRANGER CONTAINER SERVICE | 00175 | REFUSE SVC- POL, PARK, ELEC, MTR POOL | 364.00 |
| GRANGER CONTAINER SERVICE | 00175 | REFUSE SERVICE - WASTE WTR | 140.00 |
| HYDRO DESIGNS, INC. | 01308 | INSPECTION & REPORTING SVCS - WTR | 465.00 |
| MENARDS | 00260 | 3 10X20 CANOPY TENTS- ECON DEV | 387.00 |
| MENARDS | 00260 | SUPPLIES - PARKS, CEMETERY | 92.15 |
| MICHIGAN ASSN OF CHIEFS POLICE | 00266 | POLICE CHIEF AD- POLICE | 50.00 |
| NYE UNIFORM CO. . | 00338 | COLLARBRASS NAMES PLATES - POLICE | 25.90 |
| SCANTRON CORPORATION | MISC | ACCIDENT REPORT PADS - POLICE | 28.51 |
| VERIZON WIRELESS | 00470 | PHONE SVC-CITY MGR, CEM, PARKS, ELEC | 153.09 |
| VERIZON WIRELESS | 00470 | PHONE SVC- AMBULANCE | 90.02 |
| WILLIAMS FARM MACHINERY, INC. | 01075 | BLADE KIT - CEM, PARKS | 180.00 |
| CENTURYLINK | 01567 | MARCH TELEPHONE SVC-VAR DEPTS | 25.18 |
| DUANE CROSS | 00642 | DEEP WELL SOCKET - ELECTRIC | 280.50 |
| MENARDS | 00260 | WOOD - CEMETERY, PARKS | 85.60 |
| MENARDS | 00260 | RACKS - ELECTRIC | 306.40 |
| MIRECS | 01928 | FEES -ELECTRIC | 81.24 |
| POWER LINE SUPPLY COMPANY | 00389 | DIES - ELECTRIC | 139.08 |
| PURITY CYLINDER GASES, INC.. | 00380 | OXYGEN COMPRESSED - AMBULANCE | 59.70 |
| RESCO | 00392 | WIRE - ELECTRIC | 3,491.59 |
| B&W AUTO SUPPLY, INC.. | 00030 | PARTS, SUPPLIES - AMB, ELEC, MTR POOL | 489.50 |
| BOUND TREE MEDICAL LLC. | 01543 | AMBULANCE SUPPLIES - AMB | 494.20 |
| BOUND TREE MEDICAL LLC. | 01543 | AMB SUPPLIES - AMB | 428.10 |
| BOUND TREE MEDICAL LLC. | 01543 | SUPPLIES - AMB | 51.66 |
| BOUND TREE MEDICAL LLC. | 01543 | SUPPLIES - AMBULANCE | 480.75 |
| LANSING UNIFORM COMPANY | 00962 | UNIFORMS - AMBULANCE | 239.95 |

| VENDOR NAME | VENDOR | DESCRIPTION | AMOUNT |
|---------------------------------|---------|--|----------|
| CHROUCH COMMUNICATION, INC. | 00082 | MAINT CONTRACTS - WATER | 12.00 |
| CHROUCH COMMUNICATION, INC. | 00082 | MAINT CONTRACTS - ELECTRIC | 17.00 |
| CHROUCH COMMUNICATION, INC. | 00082 | MAINT CONTRACTS - POLICE | 115.30 |
| CHROUCH COMMUNICATION, INC. | 00082 | MAINT CONTRACTS - MTR POOL | 119.50 |
| LEXISNEXIS RISK DATA MANAGEMENT | IN01309 | PEOPLE SEARCHES - GEN, POLICE | 50.00 |
| GRACE SNITGEN | 01643 | REFUND SOCCER REGISTRATION-REC | 35.00 |
| RENEE LEIK | 01945 | VOLLEYBALL - REC | 547.00 |
| JALYN MOYER | 02176 | VOLLEYBALL - REC | 100.00 |
| HOLLY REED | 02177 | VOLLEYBALL - REC | 80.00 |
| KENADEE LEFKE | 02178 | VOLLEYBALL - REC | 100.00 |
| BRYN GOODMAN | 02179 | VOLLEYBALL - REC | 40.00 |
| THOMAS SCHNEIDER | 02180 | VOLLEYBALL - REC | 120.00 |
| TOM DEMPSEY | 00898 | MILEAGE REIMB MML COMMITTEE-CTY MGR | 29.15 |
| DUANE CROSS | 00642 | HAMMER SET/BATTERY PACK - MTR POOL | 143.35 |
| MUNICIPAL SUPPLY CO. | 00324 | ORANGE SAFETY FENCE - MTR POOL | 80.00 |
| OLD DOMINION BRUSH | 00341 | TUBE BROOM -MTR POOL | 255.70 |
| OLD DOMINION BRUSH | 00341 | GUTTER BROOMS - MTR POOL | 396.06 |
| RIETH-RILEY CONSTRUCTION CO. | 00395 | BLACKTOP - MAJ STS, LOC STS | 106.40 |
| RURAL GAS & APPLIANCE | 00398 | REPAIR FURNACE AT CEMETERY - CEMETERY | 72.00 |
| TOM'S FOOD CENTER | 00452 | PARTS, SUPPLIES - VARIOUS DEPTS | 602.87 |
| CITY OF PORTLAND-PETTY CASH | 00701 | POSTAGE, MILEAGE REIM, TITLE-VAR DEPTS | 986.97 |
| METTLER TOLEDO | 01938 | PREV MAINT & CERTIFICATION-WASTE WATER | 265.50 |
| MUNICIPAL INSPECTION SERVICES | 00323 | NON BUSINESS PERMITS- GENERAL | 1,475.00 |
| SCHRAUBEN PROPERTIES, LLC | 02174 | SHIRTS FOR DANCE TEAM-REC | 117.00 |
| WEX BANK | 02181 | MOTOR FUEL - ELECTRIC, MTR POOL | 716.97 |
| WEX BANK | 02181 | MOTOR FUEL - ELECTRIC, MTR POOL | 5,493.23 |
| TOM DEMPSEY | 00898 | MILEAGE & PARKING REIMB -CITY MGR | 73.56 |
| ALL SOURCE IMAGING LLC | MISC | SERVICE HP COLOR LASERJET - GENERAL | 99.99 |
| GANNETT MICHIGAN NEWSPAPERS | 00236 | LEGAL SERVICES - GENERAL | 74.58 |

Date: 1/13

CITY OF PORTLAND INVOICE REGISTER

Page: 3

| VENDOR NAME | VENDOR | DESCRIPTION | AMOUNT |
|-------------------------------|--------|---------------------------------------|-------------|
| HASSELBRING-CLARK | 02073 | CITY HALL COPY MACHINE MAINT -GENERAL | 122.61 |
| INDIANA WIPING CLOTH, INC. | 01626 | RAGS - ELECTRIC, MOTOR POOL | 559.00 |
| INSOURCE SOLUTIONS GROUP INC. | 01813 | E-FILED RETURNS - INCOME TAX | 804.00 |
| MHR BILLING | 01780 | MARCH BILLING SERVICES - AMBULANCE | 1,044.00 |
| ORANGE TOWNSHIP | 01167 | REIMB AMB RUNS - AMBULANCE | 631.78 |
| OVERHEAD DOOR OF LANSING | 00935 | REPLACE HOSES & REPAIR DOORS-ELEC | 923.47 |
| PLEUNE SERVICE COMPANY INC. | 00741 | FILTER CHANGE ONLY - ELECTRIC | 300.00 |
| PURITY CYLINDER GASES, INC. | 00380 | QUARTERLY CYLINDER RENT-MOTOR POOL | 229.56 |
| PURITY CYLINDER GASES, INC. | 00380 | QUARTERLY CYLINDER RENT- AMBULANCE | 238.20 |
| SEBEWA TOWNSHIP | 01125 | REIMB AMB RUNS - AMBULANCE | 641.70 |
| WINTERS GORMAN PLLC | 02072 | LEGAL SERVICES - POLICE | 750.00 |
| WESTPHALIA TOWNSHIP | 00481 | REIMB AMB RUNS - AMBULANCE | 1,598.53 |
| VILLAGE OF WESTPHALIA | 00482 | REIMB AMB RUNS - AMBULANCE | 3,082.71 |
| MRE SERVICES, INC. | 00318 | COMPUTER SERVICES - GEN, POLICE | 2,062.50 |
| SPARROW OCCUPATIONAL HEALTH | 00340 | PHYSICALS -CEM, AMB, ELEC, WTR, MP | 593.47 |
| VILLAGE OF PEWAMO | 00350 | REIMB AMB RUNS - AMBULANCE | 1,803.83 |
| LYONS TOWNSHIP | 00247 | REIMB AMB RUNS - AMBULANCE | 2,033.44 |
| Total: | | | \$51,569.13 |

BI-WEEKLY
WAGE REPORT
April 15, 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. | 9,511.68 | 181,362.51 | 3,232.28 | 101,157.37 | 282,519.88 |
| ASSESSOR | 1,050.75 | 24,387.15 | 347.08 | 7,114.45 | 31,501.60 |
| CEMETERY | 3,132.37 | 54,771.40 | 1,003.43 | 19,026.27 | 73,797.67 |
| POLICE | 13,200.35 | 266,714.31 | 2,377.46 | 100,523.44 | 367,237.75 |
| FIRE | - | 3,046.00 | - | 233.02 | 3,279.02 |
| CODE ENFORCEMENT | - | 29,623.79 | - | 9,480.41 | 39,104.20 |
| PARKS | 1,383.62 | 43,897.33 | 397.80 | 12,012.95 | 55,910.28 |
| INCOME TAX | 1,324.19 | 29,387.92 | 430.13 | 21,831.78 | 51,219.70 |
| MAJOR STREETS | 1,724.39 | 65,197.60 | 678.52 | 48,050.52 | 113,248.12 |
| LOCAL STREETS | 1,170.10 | 42,855.89 | 461.02 | 32,089.31 | 74,945.20 |
| RECREATION | 1,925.92 | 42,467.60 | 631.23 | 20,302.66 | 62,770.26 |
| AMBULANCE | 6,951.71 | 193,607.69 | 1,683.37 | 66,100.94 | 259,708.63 |
| DDA | 1,584.55 | 33,140.24 | 522.46 | 10,324.34 | 43,464.58 |
| ELECTRIC | 12,435.02 | 325,723.06 | 4,566.89 | 186,810.02 | 512,533.08 |
| WASTEWATER | 7,614.18 | 166,468.57 | 2,704.50 | 97,678.51 | 264,147.08 |
| WATER | 6,055.82 | 109,339.00 | 2,281.48 | 56,357.20 | 165,696.20 |
| MOTOR POOL | 2,508.95 | 48,998.12 | 987.90 | 38,281.12 | 87,279.24 |
| TOTALS: | 71,573.60 | 1,660,988.18 | 22,305.55 | 827,374.31 | 2,488,362.49 |

BI-WEEKLY CASH BALANCE ANALYSIS
4/15/2013

| FUND | BEGINNING BALANCE | RECEIPTS | EXPENSES | JOURNAL ENTRY RECEIPTS | JOURNAL ENTRY EXPENSES | CASH BALANCE | TIME CERTIFICATES | ENDING BALANCE |
|-------------------|----------------------|------------|------------|---------------------------|---------------------------|----------------------------|----------------------|-------------------|
| GENERAL | 365,308.70 | 12,702.57 | 44,249.53 | | | 333,761.74 | 235,000.00 | 568,761.74 |
| INCOME TAX | 208.98 | | 2,577.30 | 5,000.00 ** | 10,000.00 | 2,631.68 | 10,000.00 | 12,631.68 |
| MAJOR STREETS | 187,067.18 | 23,008.39 | 2,489.95 | | | 207,585.62 | - | 207,585.62 |
| LOCAL STREETS | 28,418.41 | 7,883.27 | 1,718.16 | | | 34,583.52 | - | 34,583.52 |
| RECREATION | 6,721.17 | 7,195.00 | 3,696.15 | | | 10,220.02 | - | 10,220.02 |
| AMBULANCE | 158,860.78 | 20,089.31 | 22,022.41 | | | 156,927.68 | - | 156,927.68 |
| REFUSE COLLECTION | 23,342.44 | 2,543.12 | 919.05 | | | 24,966.51 | - | 24,966.51 |
| ELECTRIC | 265,280.19 | 71,998.89 | 90,530.64 | | | 246,748.44 | 600,000.00 | 846,748.44 |
| WASTEWATER | 47,267.27 | 18,423.32 | 11,976.81 | | | 53,713.78 | - | 53,713.78 |
| WATER | 556,209.69 | 13,837.59 | 9,473.54 | | | 560,573.74 | 420,000.00 | 980,573.74 |
| MOTOR POOL | 70,017.95 | | 11,807.30 | | | 58,210.65 | - | 58,210.65 |
| DDA | 13,771.44 | 1,893.55 | 28,787.50 | 25,000.00 | | 11,877.49 | - | 11,877.49 |
| TOTALS: | 1,722,474.20 | 179,575.01 | 230,248.34 | 40,000.00 | 10,000.00 | 1,701,800.87 | 1,265,000.00 | 2,966,800.87 |
| | | | | | | ELECTRIC-RESTRICTED CASH | 330,000.00 | 330,000.00 |
| | | | | | | CUSTOMER DEPOSIT CD | 170,000.00 | 170,000.00 |
| | | | | | | PERPETUAL CARE CD | 130,000.00 | 130,000.00 |
| | | | | | | INCOME TAX SAVINGS | 29,155.72 | 29,155.72 |
| | | | | | | ELECTRIC-PRIN & INT ESCROW | 320,421.61 | 320,421.61 |
| | | | | | | WASTEWATER -DEBT ESCROW | 127,813.81 | 127,813.81 |
| | | | | | | WASTEWATER-REPAIR ESCROW | 39,010.18 | 39,010.18 |
| | | | | | | DDA-PRIN/INT ESCROW | 144,516.92 | 144,516.92 |
| | | | | | | | 2,555,918.24 | 4,257,719.11 |

* CASH IN TIME CERTIFICATES

**INVEST IN TIME CERTIFICATES

**Portland Police Department
Police Use of Force
General Order No. 1**

I. SCOPE

This order shall apply in every case to all sworn Portland Police Department personnel.

II. PURPOSE

To guide officers in the use of force to overcome the resistance offered; to effect a lawful arrest, and/or accomplish the lawful performance of duty while protecting the public; to provide for officer safety; and to provide for the treatment of any injury or complaint of injury arising from the use of force.

III. POLICY

It shall be the Policy of this Department to employ the amount of force that is reasonable and necessary to overcome the resistance offered, effect a lawful arrest, and/or accomplish the lawful performance of duty while protecting the public.

IV. APPLICATION

This order constitutes Department policy, and is not intended to enlarge the employer's or employees' civil or criminal liability in any way. It shall not be construed as the creation of a higher legal standard of safety or care in any evidentiary sense with respect to the third party claims insofar as the employer's or employee's legal duty as imposed by law.

Noncompliance with this policy constitutes a violation of an employee's duty only, except in cases as any non-compliance is also a violation of the laws of the State of Michigan. Therefore, violations of this policy shall only form the basis of disciplinary action within the Department.

In the event that a violation of the duties imposed by this policy also constitutes a breach of the duties imposed by law, nothing herein shall be construed to relieve one from that legal duty or from any action from a breach of that legal duty.

V. DEFINITIONS

- A. *"Control"*: The methods an officer uses to stop the unlawful actions of a subject, or to protect the subject from injuring himself or others.

- B. "*Force*" is the attempt to establish control through physical means, in the presence of resistance. All force is a means of control, however, control can at times be achieved without the use of physical force.
- C. "*Last Resort:*" Situations where certain immediate measures must be undertaken by an officer to protect human life. Force used in these situations may involve the use of techniques or weapons not covered by policy; however, they remain to be measured by "reasonable" and "necessary" use of force standards. .
- D. "*Less Lethal Force*" is any force used by an officer that will not reasonably be expected to, or have the likely potential to cause death.
- E. "*Deadly Force*" is any force used by an officer that has a reasonable probability to cause serious injury or death.
- F. "*Reactionary Gap*" is a safety zone between the officer and subject which affords the officer time to react to aggression.
- G. "*Reasonableness*" means within reason, moderate action suitable to the situation, consistent with department approved training and policies. The final decision as to the reasonableness of a police action will be determined on a case by case basis by those members of the department called upon to review the appropriateness of those tactics or actions, based on what a "reasonable" officer would have done under like circumstances.
- H. "*Resistance*" is the subject's failure to comply with an officer's attempt to establish control.

VI. AUTHORIZATION FOR THE USE OF FORCE

When consent or an emergency are not present, and there is not probable cause to make an arrest, the non-consensual touching by a police officer may constitute a crime as well as result in civil liability. When probable cause exists, criminal and civil liability may still occur if the limits of the law are exceeded.

Officers are authorized to use department approved control techniques and authorized equipment for resolution of incidents, as follows:

- A. to stop potentially dangerous and/or unlawful behavior;
- B. to protect the officer or another from injury or death;
- C. to protect subjects from injuring themselves;
- D. in the process of effecting a lawful arrest when a subject offers resistance;
- E. to prevent escape from custody.

VII. USE OF FORCE CONSIDERATIONS

- A. Officers will consider the use of force from two (2) perspectives; resistance and control.
- B. Officers should assess the incident to determine the level of control that would be reasonable for the resistance encountered. Officers should attempt to gain control by means of verbal directives or commands.
- C. If verbal directives or commands are ineffective, or not feasible given the circumstances of the situation, the officer may find it necessary to escalate to control methods that involve the use of physical force. If force is necessary, the officer must decide which technique(s) or authorized equipment will bring the incident under control.

VIII. ESCALATION AND DE-ESCALATION OF FORCE:

- A. Officers may use the level of force that is reasonably necessary to accomplish a lawful objective, based on the level of resistance encountered. As the resistance is overcome, the officer must de-escalate in an appropriate manner.
- B. Escalation of force may be justified when an officer reasonably believes that the level of force being used is insufficient or unsafe to stop or control the resistance.
- C. The officer should consider the following variables when making a decision to escalate or when to de-escalate the level of control:
 - 1. Officer/Subject: size, physical abilities;
 - 2. Environmental Conditions: such as close or confined areas;
 - 3. Nature of contact;
 - 4. Additional Factors: level of threat, number of officers, number of subjects involved, availability of back-up.
 - 5. Reaction Time: the officer must consider that action is faster than reaction.
 - 6. Reactionary gap: safety zone between officer and subject.
 - i. Penetrate the gap to attempt control;
 - ii. Disengage to create distance.

IX. DEADLY FORCE PROCEDURES

A. The use of Deadly Force is limited to the following situations:

1. to protect the officer or another from what is reasonably believed to be an imminent threat of death or serious physical injury;
2. to prevent the escape of a subject who is fleeing from an inherently violent felony crime, and the officer has probable cause to believe that the subject poses a threat of death or serious physical injury to the officer or others.

Where feasible, officers shall identify themselves and provide a warning before Deadly Force is applied.

B. Deadly Force may not be used in the following situations, except as a "Last Resort"

1. to shoot at or from a moving vehicle;
2. solely because a subject fails to stop for a blockade/roadblock,
3. fails to obey a command to stop their vehicle.

C. Warning shots are prohibited, except under the "Last Resort" provisions and then only when the use of deadly force is otherwise authorized by the order.

X. MOTOR VEHICLES AS FORCE

A. Intentional collisions, partial or complete roadblocks, "boxing in", rolling roadblocks, or other similar methods, techniques, or actions may constitute the use of force.

B. The use of any such methods, techniques or actions must be justifiable and in accordance with departmental guidelines.

XI. MEDICAL CONSIDERATIONS

A. Officers using force on a subject shall make medical treatment available to that subject when:

1. The subject requests medical treatment;
2. The subject complains of injury or continued pain;
3. Any officer observes or suspects injury to the subject;

4. The subject does not substantially recover from the effects of a Less Lethal Weapon, within the reasonable and expected period of time.
 5. Directed by a supervisor or acting supervisor.
- B. When physical force is used upon a subject;
1. An officer should be designated to monitor the subject.
 2. The subject should be monitored.
 3. Persons exhibiting signs of unusual distress should be transported to a medical facility for treatment.
- C. All medical treatment shall be documented, along with the nature of the injury or complaint of injury, in the incident report and the Use of Force report form. In addition to the written description, documentation may include photograph, video or sketch.
- D. Prior to removing the subject from the medical provider, officers shall receive written authorization from the attending medical authority.
- E. Officers shall notify the Chief or designee of the incident.

XII. REVIEW OF USE OF FORCE

All applications of force shall be reported to a supervisor by the officer(s) involved.

The Chief or designee will review every incident in which an officer uses force according to the department's Post Force Reporting Policy.

XIII. COMPLIANCE

Violations of this policy, or portions thereof, may result in disciplinary action.

XIV. OFFICERS ASSIGNED TO OTHER AGENCIES

Officers of this department assigned to or assisting other law enforcement agencies will be guided by this policy.

**Portland Police Department
Police Use of Weapons
General Order No. 2**

I. SCOPE

This order shall apply in every case to all sworn Portland Police Department personnel.

II. PURPOSE

To establish procedures for the issue, carry and use of weapons and restraint devices.

III. APPLICATION

This order constitutes Department policy, and is not intended to enlarge the employer's or employees' civil or criminal liability in any way. It shall not be construed as the creation of a higher legal standard of safety or care in any evidentiary sense with respect to the third party claims insofar as the employer's or employee's legal duty as imposed by law.

Noncompliance with this policy constitutes a violation of an employee's duty only, except in cases as any non-compliance is also a violation of the laws of the State of Michigan. Therefore, violations of this policy shall only form the basis of disciplinary action within the Department.

In the event that a violation of the duties imposed by this policy also constitutes a breach of the duties imposed by law, nothing herein shall be construed to relieve one from that legal duty or from any action from a breach of that legal duty.

IV. AUTHORIZED WEAPONS

Officers in performance of law enforcement responsibilities may only carry and use weapons, restraints and ammunition authorized by the department. On-duty and off-duty weapons must be initially inspected and approved by a qualified weapons instructor or armorer.

A. Authorized firearms:

1. Sig Arms SP 2340 in .40 cal.
2. Smith & Wesson or Glock pistols in 9mm or .40 (other makes may be approved by the Chief)
3. Smith & Wesson .38/.357 cal.-back up guns.
4. Remington 870 shotgun in 12 guage.
5. Bushmaster AR-15 carbine rifle.

- B. Batons
- C. Aerosol Subject Restraint
 - 1. Freeze + P
- D. Handcuffs
 - 1. Any variation of Smith & Wesson or Peerless handcuffs
- E. Taser X-26 (EMD)

V. LESS LETHAL WEAPONS

Any authorized weapon, other than a firearm, that is less likely to cause serious or fatal injury.

- A. Less Lethal Weapons provide officers with an effective control option when faced with active resistance or aggressive confrontations.
 - 1. Less Lethal Weapons may be deployed:
 - a. to effect custody or a lawful arrest of a subject who reacts or threatens to react aggressively.
 - b. to defend oneself, another officer, or citizen from attack by a subject or animal.
 - c. during detention situations where physical resistance has to be overcome.
 - 2. Less Lethal Weapons shall not be deployed:
 - a. to gain compliance from a non-aggressive subject or to threaten or attempt to gain information from a subject.
 - b. for demonstration purposes unless authorized by the (Chief, Sheriff, Director) or their designee.
 - c. as a joke, prank or horseplay.
- B. Before they may be carried and deployed, officers shall meet department training requirements for each authorized Less Lethal Weapon.

VI. AEROSOL SUBJECT RESTRAINT (ASR)

The purpose of the ASR is to provide members with a safe and effective control option. ASR's provide for the temporary incapacitation of subjects while providing a high degree of safety for both the officer and the subject.

- A. An ASR may be used by trained personnel to:
 - 1. Exercise control during arrest or detention of a subject(s) who physically resists and/or threatens to physically resist by assuming an aggressive posture.
 - 2. Defend oneself, another officer or citizen from attacks by a subject or animal.
- B. An ASR shall be carried in a manner that provides for adequate security and retention.
- C. In the event an officer is personally threatened with an ASR, the officer may use that degree of force reasonably necessary to defend against the assault.
- D. After Use Procedures
 - 1. After a subject has been exposed to an ASR, the officer should:
 - a. give momentary pause before moving in to establish control to ensure the ASR has begun to produce the expected effect;
 - b. close the gap to establish control and handcuff;
 - c. provide verbal directions and positive reinforcement to reassure the subject that the level of discomfort is only temporary.
 - 2. Persons being exposed to ASRs should be:
 - a. treated with exposure to fresh air (face into wind, fan, etc.) and/or allowed to wash with copious amounts of flowing water.
 - b. monitored by a designated officer for signs of medical distress. If they do not substantially recover within a reasonable time medical treatment should be provided.

VII. IMPACT WEAPONS

- A. Impact weapons may be used by trained personnel:
 - 1. To effect custody during a lawful arrest of a subject who reacts or threatens to react aggressively.
 - 2. To defend oneself, another officer, or citizen from attack by a subject or animal.

B. PROCEDURES FOR IMPACT WEAPONS USE

1. Impact weapons will be carried in the approved carrier.
2. The head, neck or clavicles are considered deadly force targets. Intentional striking of these targets should only be done when the use of deadly force is justified.
3. In situations where the use of an impact weapon is justified, an officer may use a flashlight as an impact weapon when the:
 - a. authorized impact weapon is unavailable for use or not readily accessible, and
 - b. flashlight is utilized in a manner consistent with techniques of the impact weapons training program, and
 - c. flashlight is used in strict compliance with all applicable sections of this policy and the department's Use of Force policy.

- C. Persons struck by an impact weapon should be monitored by a designated officer for signs of medical distress. If medical distress is observed or suspected, medical treatment shall be provided.

VIII. ELECTRO MUSCULAR DISRUPTION DEVICE (TASER™)

A TASER™ is not intended to replace firearms, other tools or techniques. The TASER™ provides officers with a control option when faced with active resistance.

A. CARRYING THE TASER™

1. Officers shall carry the TASER™ in the issued holster. The holster should be worn on the duty belt opposite the firearm
2. Each unit shall be spark checked prior to carrying. The identification number of the TASER™ issued shall be placed on the officer's daily log. Only a properly functioning TASER™ shall be carried on duty. An officer shall promptly remove a TASER™ from service if it malfunctions, it is in need of service or the air cartridges are past their expiration date.

B. USE OF THE TASER™

1. It is forbidden to use the TASER™ in a punitive manner and/or outside the scope of the officer's authority. The TASER™ shall not be used on a subject who is not actively resisting or to threaten or attempt to gain information from a subject.

2. Officers may use the TASER™ when they are required to use physical force to take a person into custody that is actively resisting, to protect the officer from physical assault, to protect a subject from injuring themselves or others, and against animals that pose a serious threat towards the officer or others.
3. The TASER™ should not be intentionally aimed at a person's head, neck, or groin area.
4. When practical, preferred TASER™ targeting is to the subject's back or lower center mass. This is especially important if the subject is exhibiting symptoms of distress because of exhaustion from exertion or from what the officer believes is agitated/excited delirium behavior.
5. When practical, prior to the use of the TASER™, the officer should give the subject verbal commands. The officer should inform the subject that if they do not comply they will be tased. Officers should also inform others present of their intent to discharge the TASER™. Officers should not draw their firearm and the EMD at the same time.
6. As soon as it is practical, EMS should be requested when the subjects who are to be taken under control exhibit bizarre behavior accompanied with symptoms of medical distress.
7. The officer should consider other options or tactics if compliance is not gained after each TASER™ application whether by probes or Drive Stun mode. This shall not preclude the officer from multiple reasonable applications of the TASER™ on an individual.
8. Officers should avoid using the TASER™:
 - a. on any obvious or known pregnant female.
 - b. on any subject who is saturated with or in the presence of flammable or combustible liquids or in a Meth Lab.
 - c. in conjunction with an aerosol spray weapon.
 - d. against a subject already handcuffed or otherwise restrained unless physical resistance has to be overcome.
 - e. on a subject who is significantly elevated above the normal surface level.
 - f. on a subject who is holding an infant.
 - g. when another officer is using the TASER™ on the subject.

C RESPONSIBILITIES AFTER USE

1. Medical attention should be provided, as soon as it is practical, to subjects taken under control who suffer from exhaustion or exhibit agitated/excited delirium behavior.
2. The officer should visually examine the area struck to determine if an injury was sustained. Subjects should be monitored by a designated officer for signs of medical distress. If they do not substantially recover within a reasonable time, medical treatment should be provided.
3. Remove the TASER™ probes as soon as it is tactically safe to do so.
4. Officers shall wear department issued protective medical gloves when performing this procedure.
5. **Do not** attempt probe removal when the subject is combative or when the probe(s) have penetrated a sensitive/soft tissue area such as the face, neck, head, female breast or female/male genitalia area. Either a trained medical person shall be called to the scene or the subject shall be transported to a medical facility for removal of the probe in these circumstances.
6. Officers shall provide first aid following the removal of the probes by cleaning and applying an adhesive bandage to the probe sites as needed. Officers shall inspect the probes after removal to ensure the entire probe and barb has been removed. In the event the probe or probe barb has broken off and is still embedded in a subject's skin, the subject shall be provided appropriate medical attention to facilitate the removal of the object. In these circumstances, the subject shall be transported to an approved medical facility.
7. The TASER™ probes removed from the suspect's body shall be considered a biological hazard and handled accordingly.
8. Officers shall attempt to locate A.F.I.D. tags from the deployed TASER™ cartridge along with the probes, leads and spent cartridge and place them in evidence.

D. TASER™ USE REPORTING PROCEDURES

1. Each TASER™ discharge shall be documented prior to the officer going off duty:
 - a. unintentional discharge, written memo to the Chief or designee.
 - b. intentional discharge, or drive stun written report and Subject Resistance/Officer Control Report.
 - c. spark test on activity log.

2. When booking a subject in a jail facility, tell jail personnel the subject resisted and a TASER™ was used to gain control and document the notification in the report.

IX. FIREARMS

- A. Only authorized firearms and ammunition shall be carried while on or off-duty.
- B. Handguns and ammunition shall be carried in authorized holsters and ammo carriers.
- C. Long guns and ammunition shall be carried in the vehicle in an approved manner.
- D. Use of a firearm is categorized as deadly force as described in the Use of Force policy. A firearm shall be used in strict compliance with the deadly force sections of the Use of Force policy.
 1. Officers may use a firearm to destroy an animal that represents a threat to public safety, or as a humanitarian measure when the animal is seriously injured, or;
 2. While on the firing range during a recognized firearms training program.
- E. Firearms Off Duty
 1. This department does not require the carrying of a firearm by sworn officers while off duty.
 2. Officers who carry a firearm off duty shall do so in compliance with department policy, only after obtaining permission from the Chief of Police.
 3. Officers carrying a firearm while in civilian clothing shall ensure the weapon is carried in a secure manner and concealed from public view.
 4. Officers shall not transport department owned equipment, weapons or implements or exercise any police powers granted by the City of Portland outside the State of Michigan. The Chief or his designee may authorize exceptions for situations where the officer is on duty and on a department assignment.
 5. Employee's possessing a Concealed Pistol License shall not carry a weapon under the City of Portland law enforcement authority. If a weapon is carried off duty, it shall be as a private citizen, without police powers and under the regulations of the license.

X. RESTRICTIONS

- A. Weapons shall not be exhibited or displayed contrary to section XII hereir except when necessary for legitimate law enforcement purpose.
- B. Officers may carry folding pocketknives of legal length and description. Knives are to be routinely utilized as utility tools, rather than as weapons.
- C. The use of equipment or other objects not designed or designated as weapons, but used as such, requires extreme and urgent circumstances as defined in the "Last Resort" section of the Use of Force policy. Such use will generally be treated as the use of deadly force.
- D. No officer shall modify, alter or change in any manner the authorized tools, weapons or implements approved for carry without the specific permission of the Chief or his designee.

XI. TRAINING AND PROFICIENCY

This department is committed to the mandatory training of all sworn officers in the use of department authorized weapons. Authorized training includes:

- A. Subject control training program held on a periodic basis.
- B. Firearms training at least three times a year. The training applies to all firearms authorized or approved for law enforcement purposes, including the primary duty, backup and off-duty firearm, shotgun, carbine or rifle, or any other firearm.
- C. Demonstrate proficiency with any authorized weapons, prior to their issue or carry. This shall apply to restraint devices, aerosol weapons, impact weapons, TASER™ or other less-lethal-force weapons and any other weapons, which an officer is equipped or is authorized to carry. Refresher training on the use of TASER™ will be conducted semi-annually and other authorized weapons will be held at a minimum of every two years.
 - 1. Continued proficiency in subject control techniques and the use of authorized weapons is recognized as a required job skill, necessary to continue employment as a police officer.
 - 2. Failure to successfully complete the required training at the assigned frequencies, or to demonstrate proficiency in the use of any authorized weapon, may result in one or more administrative actions:
 - a. revocation of authorization to carry or use the weapon in question;

- b. discipline, up to and including discharge.
 - c. the department may take reasonable steps to provide the officer with additional or remedial training.
3. Officers who are unable to demonstrate an acceptable level of proficiency with any departmentally approved weapon, or in any departmentally required technique or tactic, will be required to attend additional training.

This training will be conducted off-site at an external training establishment, or on-site by members of the department's training staff.

Officers will not be allowed to merely test and retest until they pass, but shall be retrained as to assure that they have assimilated the knowledge, skills and abilities necessary to actually perform the task at question.

XII. SAFETY AND SECURITY OF WEAPONS

Officers are responsible for the safe and secure storage of all weapons, whether in the workplace, or elsewhere.

A. In the workplace:

1. Weapons shall be safely handled at all times. Safety guidelines for firearms shall be followed.
2. Weapons shall not be left unattended.
 - a. All weapons placed in "gunboxes" shall be secured by locking the cover and taking the key.
 - b. Weapons, and firearms that are loaded with the safety on, may be stored in lockers as long as the locker is properly closed and secured with a lock.
3. Handling of a firearm or any other weapon should be kept to a minimum. Situations where handling of a firearm or other weapon is permissible include:
 - a. Start and end of shift, while changing into or out of uniform, or during inspections conducted by a supervisor.
 - b. Maintenance by a departmentally approved firearm or weapon instructor or armorer.
 - c. Under the direction of a departmentally approved trainer.

- d. Whenever necessary for a law enforcement related purpose, such as securing a firearm or other weapon prior to entering a holding cell, etc.
 - e. Cleaning a firearm in designated areas.
4. Loading and unloading firearms shall be conducted in designated areas.

B. In the home;

1. All weapons should be handled safely. Firearm safety guidelines should be followed.
2. All weapons left unattended in the home, or elsewhere, shall be secured. A firearm should be secured with a gun safety lock.
3. All weapons shall be kept away from children or other unauthorized persons.

XIII. HANDCUFFS AND RESTRAINTS

A. Subjects taken into custody shall be handcuffed behind their back, except:

1. When the subject has an injury that does not permit his/her arms to move behind the back.
2. When the subject's age, physical condition, or physical limitations also indicate a change in procedure is appropriate.
3. Juvenile status offenders, if they are compliant to the officer's directions.
4. When one of the conditions listed above exists, the subject should be restrained in front.

B. Whenever handcuffs are applied, they shall be double locked. The exception to this rule is when, due to the arrest environment, it is tactically unsafe. Handcuffs shall be double locked as soon as possible after exiting the unsafe environment.

C. All subjects shall be handcuffed before being searched, provided an exception to the handcuffing requirement does not exist.

D. When transporting a handcuffed subject, the officer should attempt to assure that unnecessary tightness does not occur.

E. Except under exigent circumstances, officers should not handcuff a subject to fixed objects or once handcuffed leave them unattended.

- F. If an officer encounters resistance after applying handcuffs, the officer should utilize reasonable control techniques.
- G. Use of alternative restraint devices, such as flexcuffs, leg ties, or hobbles should be limited to situations in which standard departmental restraint devices are unavailable or insufficient to safely secure suspects.
- H. "Hog-tying" and other types of restraint that involve bending a person to connect his hands and feet should be avoided. Officers should avoid restraint and transport techniques that place individuals into positions that restrict breathing.

XIV. REPORTING REQUIREMENTS

Whenever an officer uses an authorized weapon as a means of controlling resistive behavior, or uses any other object as a weapon pursuant to the "Last Resort" provisions of the Department's Use of Force policy, said use shall be reported as prescribed in the Post Force Reporting Process.

XV. COMPLIANCE

Violations of this policy, or portions thereof, may result in disciplinary action.

XVI. OFFICERS ASSIGNED TO OTHER AGENCIES

Officers assigned to or assisting other law enforcement agencies will be guided by this policy.

**Portland Police Department
Post Force Reporting Process
General Order No. 3**

I. SCOPE

This order shall apply in every case to all sworn Portland Police Department personnel.

II. PURPOSE

To establish a reporting and review procedure that shall be applied when personnel use compliance controls, physical controls, or a weapon to overcome resistive behavior, and use of force incidents that result in injury or death.

III. POLICY

It shall be the Policy of this department to review use of force incidents. The use of force particularly the use of deadly force, is in all probability the most serious act in which a law enforcement officer will engage. It has the most far-reaching consequences for all parties involved. It is in the public interest that a police officer be appropriately trained and guided by a policy which the people believe to be fair and reasonable, and which creates public confidence in the department and its individual officers.

IV. APPLICATION

This order constitutes department policy, and is not intended to enlarge the employer's or employees' civil or criminal liability in any way. It shall not be construed as the creation of a higher legal standard of safety or care in any evidentiary sense with respect to the third party claims insofar as the employer's or employee's legal duty as imposed by law.

Noncompliance with this policy constitutes a violation of an employee's duty only, except in cases as any non-compliance is also a violation of the laws of the State of Michigan. Therefore, violations of this policy shall only form the basis of disciplinary action within the Department.

In the event that a violation of the duties imposed by this policy also constitutes a breach of the duties imposed by law, nothing herein shall be construed to relieve one from that legal duty or from any action from a breach of that legal duty.

V. DEFINITIONS

- A. "Active Resistance" is defined as that resistance demonstrated by a subject(s) who physically resists or threatens to physically resist by assuming an aggressive posture, and who does not comply with verbal direction.
- B. "Control" is the method/methods personnel use to neutralize the unlawful actions of a subject, or to protect the subject from injuring himself or others.
- C. "Compliance Control" is the use of soft empty hand techniques (e.g., joint locks, pressure points, etc.) or authorized control devices (e.g., baton, etc., when used as a compliance control device) to control resistance and gain compliance where the subject has not demonstrated an intent to injure or harm personnel .
- D. "Force" is the attempt to establish control through physical means in the presence of resistance. All force is a means of control; however, control can at times be achieved without the use of physical force.
- E. "Intermediate Control" is the use of less lethal weapons (e.g., baton, etc.) to control resistance.
- F. "Deadly Force Response" is any force used by any personnel that has a reasonable probability to cause death.
- G. "Physical Control" is the use of hard empty hand techniques (e.g., takedowns, punches, kicks, etc.) to control resistance.
- H. "Resistance" is defined as the subject's attempt to evade attempts to establish control.

VI. REPORTING PROCEDURE

- A. Personnel shall submit a written incident report and Use of Force form to the Chief of Police or his designee, as soon as practical, whenever they:
 - 1. Discharge a firearm, except during authorized training, off-duty recreational use, or destruction of an animal.
 - 2. Takes any action, while either on or off duty, which results in an injury, complaint of an injury, or the death of another person.
 - 3. Apply force through the use of a deadly or less lethal weapon.
 - 4. Apply a control technique at or above the level of compliance controls.

- B. The Chief of Police or his designee will review every incident in which personnel uses force to control subject resistance.
- C. After conducting a review of the circumstances surrounding the use of force, a written report will be submitted to the Chief's office.

VII. POST FIREARM DISCHARGE PROCEDURE

Whenever any firearm is discharged under the badge of authority or an authorized firearm is discharged for other than during training or approved off-duty recreational use:

- A. Personnel shall verbally notify the on-duty supervisor or on-call supervisor as soon as time and circumstances permit.
- B. The Personnel who discharged a firearm shall file a written report of the incident by the end of the tour of duty, as established by the department, or as soon as reasonably possible, if mitigating conditions exist.
- C. If personnel discharged a firearm is hospitalized or fatally injured and incapable of filing the report as required above, the supervisor is responsible for filing as complete a report as possible pending further departmental investigation.

VIII. DEATH OR INJURY OF A PERSON

- A. The Chief shall be notified of the incident by the officer in charge, as soon as practical.
- B. The involved personnel shall be relieved of duty by the Chief of Police or designee, and placed on administrative leave.
 - 1. While on administrative leave, personnel shall remain available and in communication with the Chief or his designee.
 - 2. The Chief may reinstate personnel to administrative duty during the investigation of the incident, or
 - 3. The Chief may fully reinstate personnel at such time that the Chief of Police determines that they were acting in a reasonable manner based upon the totality of the circumstances.
- C. The involved personnel shall turn over the weapon(s) used, if any, in the incident to the first available supervisor.

- D. The personnel shall provide reports of the incident.
- E. Such incidents shall be investigated by persons designated by the Chief. Said investigator(s) may request the assistance of the Prosecutor's Office and/or any law enforcement agency having jurisdiction.

IX. INCIDENT REVIEW

- A. An incident review will be conducted as soon as reasonably possible after personnel uses force.
- B. The review should consist of an examination of the circumstances surrounding the incident and the reasonableness of the use of force.
- C. The review shall be for the purpose of fact finding only, and is not intended to become a disciplinary element of the investigative process.
- D. Annually, the Chief or a designee shall conduct a documented analysis of the previous year's use of force incidents.

X. COMPLIANCE

Violations of this policy, or portions thereof, may result in disciplinary action.

XI. PERSONNEL ASSIGNED TO OTHER AGENCIES

Personnel of this department assigned to or assisting other law enforcement agencies will be guided by this policy.

**Portland Police Department
Police Vehicle Operations
General Order No. 4**

I. SCOPE

This order shall apply in every case to all sworn Portland Police Department personnel.

II. PURPOSE

To establish the procedure for the operation, maintenance and inspection of department vehicles.

III. APPLICATION

This order constitutes Department policy, and is not intended to enlarge the employer's or employees' civil or criminal liability in any way. It shall not be construed as the creation of a higher legal standard of safety or care in any evidentiary sense with respect to the third party claims insofar as the employer's or employee's legal duty as imposed by law.

Noncompliance with this policy constitutes a violation of an employee's duty only, except in cases as any non-compliance is also a violation of the laws of the State of Michigan. Therefore, violations of this policy shall only form the basis of disciplinary action within the Department.

In the event that a violation of the duties imposed by this policy also constitutes a breach of the duties imposed by law, nothing herein shall be construed to relieve one from that legal duty or from any action from a breach of that legal duty.

IV. DEFINITIONS

- A. "Emergency" as a method of motor vehicle operation means an immediate response, usually utilizing emergency warning lights and a siren.
- B. "Non-emergency" as a method of motor vehicle operation means routine driving. Non-emergency operation is that which is generally used while on routine patrol, or when responding to calls for service of a non-emergency nature.
- C. "*Department Vehicle*" means a vehicle owned or leased by the department and used for department operations.
 - 1. Emergency Response Vehicle - An authorized emergency vehicle equipped with both audible and visual emergency warning devices as

required by the Motor Vehicle Code for the purpose of being exempted from certain traffic regulations during emergencies.

2. Police Vehicle means a vehicle used for police operations. Sometimes referred to as a "patrol vehicle" or "patrol unit", there are several types:
 - a. Marked: An authorized emergency vehicle of a law enforcement agency that is equipped with both audible and visual emergency warning devices as required by the Motor Vehicle Code for being exempted from certain traffic regulations during emergencies or pursuits.
 - (1). Audible Signal—A bell, siren, air horn or exhaust whistle "...capable of emitting sound audible under normal conditions from a distance of not less than 500 feet..." (MCLA 257.603 and 257.706)
 - (2). Visual Signal—At least one flashing, oscillating, or rotating red or blue light visible under normal atmospheric conditions from a distance of 500 feet to the front of the vehicle. (MCLA 257.603, 257.632 and 257.653.)
3. Unmarked: Any vehicle that does not meet the definition of a marked vehicle.
4. Special Use: Any vehicle of the department that is not pursuit rated.

V. STATUTORY REFERENCE

A. Michigan Vehicle Code MCLA 257.603 - provides in pertinent part:

"The provisions of this chapter ... apply to the drivers of all vehicles owned or operated by the City of Portland or the state, subject to the specific exceptions as are set forth ... with reference to authorized emergency vehicles."

"The driver of an authorized emergency vehicle when responding to an emergency call or when pursuing or apprehending a person who has violated or is violating the law.... may exercise the privileges set forth in this section, subject to the conditions of this section."

1. The driver of an authorized emergency vehicle may:
 - Park or stand irrespective of the provisions of this act.
 - Proceed through a red or stop signal or stop sign but only after slowing down as may be necessary to allow for safe operation.

- Exceed the prima facie speed limit so long as life or property are not endangered.
 - Disregard regulations governing direction of movement or turning in a specified direction.
2. The driver of an authorized emergency vehicle may not exercise the privileges set forth in this section when returning from an emergency call.
- B. Michigan Vehicle Code MCLA 257.632 – Exemptions provided: in pertinent part:
1. Vehicles, when operated with due regard for safety under the direction of the police when traveling in emergencies or in the chase or apprehension of violators of the law or of persons charged with or suspected of a violation, are exempt from speed limitations set forth in this chapter.
 2. This exemption shall apply only when the driver of the vehicle while in motion sounds an audible signal by bell, siren or exhaust whistle as may be reasonably necessary or when the vehicle is equipped with at least 1 lighted lamp displaying a flashing, oscillating or rotating red or blue light visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicles, unless the nature of the mission requires that a law enforcement officer travel without giving warning to suspected law violators. This exemption shall not, however, protect the driver of the vehicle from the consequences of a reckless disregard of the safety of others. (Emphasis added)
 3. A police vehicle shall retain the exemptions granted in this section to an authorized emergency vehicle without sounding an audible signal if the police vehicle is engaged in an emergency run in which silence is required.

VI. OPERATION

A. Non-emergency (routine) Driving

1. Officers are governed by traffic laws and the rules of the road. Officers will operate department vehicles in a safe, courteous manner and in compliance with the Michigan Motor Vehicle Code and all applicable local ordinances, including requirements governing running, standing and parking of motor vehicles.
2. While operating department vehicles, officers should remain mindful of their responsibility to behave in an appropriate manner and inspire safe driving habits by example.

B. Emergency Driving

1. The primary consideration to be evaluated in any driving situation is that of safe arrival at your destination.
 - a. In an emergency response situation, officers will be evaluated on the reasonableness of their actions, in light of:
 1. The purpose of the emergency response.
 2. The tactics employed during the emergency response.
2. The conduct of an emergency response should be based on consideration of many of the same factors to be considered during a pursuit. Among these factors are:
 - reason for emergency response and # of units responding,
 - vehicular and pedestrian traffic,
 - road and weather conditions,
 - time of day (or night),
 - locale of travel (i.e.: school zone, park, residential, downtown),
 - speeds involved,
 - vehicle limitations (i.e. special use, high profile, limited lighting),
 - driver capabilities.
3. The Michigan Vehicle Code (MCLA 257.603(5)) allows for emergency response without the use of an audible signal (siren), "...if the police vehicle is engaged in an emergency run where silence is required." (NOTE: MCLA 257.706d requires that a siren be used when necessary to warn other motorists or pedestrians).
4. Officers shall use emergency lights when responding to an emergency unless the nature of the mission requires that an officer travel without giving warning to suspected law violators.

- C. Officers, prisoners and passengers shall properly wear and use safety restraints (*including the need to comply with the vehicle code's child safety seat requirements for children and infants*) at all times the vehicle is in operation. Evolving tactical or emergency situations may necessitate a temporary exception to this requirement. However, as soon as conditions stabilize and it is safe and practical to do so, safety restraints shall be properly used as required by law.

- D. Personal protective equipment that is required for the vehicle an employee is assigned to operate will be worn. Department policy defining uniforms and equipment to be worn for designated assignments shall dictate how an employee is outfitted with related safety equipment.
- E. Before leaving a roadway, operators must consider the type of vehicle they are operating and the appropriate terrain for operation of that type of vehicle under the response circumstances.
- F. Only marked patrol vehicles may routinely be used for traffic enforcement.
- G. No employee may operate a department vehicle without the approval of a supervisor from this department. Employees may not operate a vehicle for which they do not have the required training or license designation.
- H. If a wrecker is needed for a department vehicle, Keusch's Super Service, Inc. shall be contacted for the needed service. A memo, signed by the employee, will be forwarded to the Chief or his designee, explaining the circumstances and other pertinent information relating to the need for the wrecker service.
- I. Unless authorized by a supervisor or by department policy, passengers, other than department employees and prisoners, will not be transported in a department vehicle.
- J. Unless otherwise authorized by the Chief or his designee, vehicles assigned to the department will be parked at the Police Station and locked when not in use.

VII. USE OF PUSH BUMPERS

- A. Only vehicles equipped with push bumpers may be used to move a disabled vehicle from a hazardous position to the nearest position of safety.
- B. There must be a driver steering the pushed vehicle during the operation.
- C. Before pushing the vehicle officers must first instruct the driver of the proper techniques to use.
- D. Vehicles may not be pushed in an attempt to start the engine. Vehicles with flat tires or missing tires/wheels may not be pushed.
- E. Only automobiles and two-axle vans/pickup trucks may be pushed, provided:
 - 1. Steering and brake systems of the vehicle to be pushed are operational;
 - 2. Vehicles are of such a weight so as not to damage the transmission/drive train of the patrol vehicle;

3. Only the bumpers and the push bumper meet upon vehicle contact.
- F. Contact should be maintained between the vehicles while in motion. If contact is broken, no attempt to reengage should be made until the pushed vehicle comes to a complete stop.
- G. During this operation, the drivers of the pushed vehicle and the pushing patrol vehicle shall obey all traffic control devices.

VIII. VEHICLE INSPECTION

- A. The employee assigned to operate a vehicle shall ensure the vehicle is properly fueled and trash is removed at the end of their shift. Damaged or missing equipment shall be reported to the employee's supervisor before the end of shift.
- B. Prior to the use employees shall inspect their assigned vehicle for contraband, weapons and to ensure it is prepared for use, is undamaged and that all the installed equipment is operational.
- C. Damage found on vehicles will be reported on the employee's activity log. Any fresh damage shall be reported to the employee's supervisor as soon as is practical.
- D. A vehicle is not to be used if it is not in proper working order or has safety equipment that is not operational. An Equipment Repair Form is to be completed and forwarded to the employee's supervisor. A memo shall be completed indicating the vehicle is inoperable.
- E. The operator of a vehicle is responsible to decontaminate a vehicle that has been soiled with body fluids or waste. Equipment and supplies for decontamination are available in the men's locker room. Supervisors should be notified if the contamination is of a substantial nature and equipment that is more substantial is needed.
- F. Employee's may not modify or cause to be modified any departmental vehicle without the written permission of the Chief.
- G. Only the Chief may authorize, contract or expend funds for the repair or maintenance of a vehicle.

IX. CRASHES INVOLVING DEPARTMENT VEHICLES

- A. The operator of a department vehicle involved in a traffic crash will comply with all provisions of the Motor Vehicle Code regarding rendering aid, stopping to identify and reporting the incident.

- B. If a department vehicle is involved in a traffic crash or is damaged the operator is responsible to report the incident to the shift supervisor as soon as it is practical.
- C. Generally, the vehicle should not be moved nor the operator leave prior to a report being taken. Officers may exercise discretion in moving the vehicle when they determine that the safety risk of leaving the vehicle outweighs the value of preserving evidence.
- D. Any crash that requires a state report (injury or damage over \$1,000), the accident must be investigated by an outside agency.

Other crashes (minor damage or on private property) may be investigated by a Portland Officer who was not involved in the crash. Under no circumstances is the Officer who was involved in a crash to investigate the accident.

- E. In all accidents, a City Accident/Incident report form shall be completed and forwarded to the City Manager as soon as practical for review by the City Safety Committee.

X. OFFICERS ASSIGNED TO OTHER AGENCIES

Officers of this department assigned to or assisting other law enforcement agencies will be guided by this policy.

XI. COMPLIANCE

Violations of this policy, or portions thereof, may result in disciplinary action.

City of Portland
Accident/Incident Report

To be filled out by Employee

Employee Name: Star Thomas Department: Police

Classification: Police Officer Years of Service: 6.05 Years on present job: _____

Location of accident/incident: MOOT lot - Grand River & I-96

Date of occurrence: 1-11-06 Time: 6:00 PM

Accident/Incident Category: Motor Vehicle Property Damage Personal Injury Other

Describe what took place or what caused you to file this report:

What happened? Officer pushing a disabled vehicle off the roadway caused damage to its rear bumper (683.73)

How did it happen? Patrol cars push bumpers pushed the rear bumper of the car downward damaging it.

Why did it happen (include contributing factors): Vehicle was pushed up the driveway on an incline, that caused a pool snagle to occur between the patrol car push bumpers of the vehicle.

Was weather a factor? Yes No

Was fatigue a factor? Yes No

What safety equipment is required for the job? (Protective glasses, safety shoes, hard hat, harnesses, etc.)

N.A.

Was employee wearing required equipment? Yes No Comments: _____

Witness(es) to accident/incident: None

Anyone injured? Yes No Any treatment of injuries? Yes No Treatment by: _____

MIOSHA recordable injury: Yes No Lost Time injury? Yes No Number of days: _____

Employee Remarks: _____

It is understood that my signature on this form only means that I have had the opportunity to review this Accident/Incident Report Form. It does not mean that I agree with the findings.

Employee's Signature: Star Thomas Date: 02.22.06

To be filled out by Department Head

Which of the following items require attention: Equipment selection, arrangement, use and/or maintenance. Materials selection, placement, handling, and/or process. People selection, placement, training, and/or leadership.

What safety issues need to be addressed? Vehicles should not be parked on roadway surfaces other than flat.

What actions have you taken to prevent reoccurrence of this accident/incident? Immedi staff discussed proper procedure with this officer, and later with all officers

Was the action effective? Why or why not?
Time will tell

Were there any violations of City and/or Departmental rules or policies and procedures? NO What were they?

Safety Team Investigation Report

Based on your investigation, what is the primary cause of this accident/incident?

What are the contributing causes?

Recommendations to prevent reoccurrence of this accident/incident:

Investigated by: Investigation date:

Actions of Safety Committee

Preventable Level: 1 1A 2 X 3 Loss of Safety Award: Yes X No Date: 7/9/00

Actions recommended to the City Manager:

Tel: +1 (248) 324-1893

Fax: +1 (248) 324-1889

Email: sales@paulstra.com

| | | | |
|------------|---|-------|------------|
| To | Chief Bauer | From | Jim Gowans |
| Company | Portland Police Dept. | Date | 2-13-06 |
| FAX number | (517) 647-2940 | Pages | 2 + cover |
| Subject | Accident - Repair bill + Proof of Payment | | |

Chief Bauer,

Please note bill & receipt of bill payment of \$1683.73
 for damage to rear bumper of my vehicle.
 I filed a police report last week as you requested.
 Please issue reimbursement to me at the following address

Jim Gowans
 28850 Cabot Drive, Suite 900
 Novi, MI 48377

If questions please advise. Thanks

Jim Gowans

PAULSTRA


AUTOMOTIVE ANTIVIBRATION

James Gowans
 Vice President of Sales and Marketing

Paulstra CRC
 Customer Service and Sales
 28850 Cabot Drive, Suite 900
 Novi, MI 48377
 Tel: +1 (248) 324-1893 - Fax: +1 (248) 324-1889
<http://www.paulstracrc.com>

PAULSTRA CRC
 28850 Cabot Drive, Suite 900
 Novi, MI 48377
 Tel: (248) 324-1893 - Ext. 222
 Fax: (248) 324-1889
 Cell: (248) 515-4260
 Email: jgowans@paulstra.com

HUTCHINSON

JERRY SARKOZI
Damage Consultant

4600 Grand River Ave. • Farmington Hills, MI 48335
(248) 442-3543 Ext. 208 • Fax (248) 442-3550
Email: jsarkozi@fischerbody.com

23988-1 DATE 01/31/06

ADDRESS: STATE REG# F144702
34600 GRAND RIVER
CITY STATE: FARMINGTON HILLS, MI
ZIP: 48335-

ING WST INSP DATE: 01/31/06
CONTACT: GERALD SARKOZI
PHONE 1: (248) 442-3545
FAX: (248) 442-3550

OWNER: GOWANS, JIM
ADDRESS: 1159 IVYGLEN
CITY STATE: BLOOMFIELD HILLS, MI
ZIP: 48304

HOME PHONE: (248) 852-3709
WORK PHONE: (248) 324-1893
CELL PHONE: (248) 515-4260

POINT OF IMPACT: 10

LIC#: VXX512 STATE: MI
BODY COLOR: BLACK
CONDITION:

VIN: 1J4GW48N52C278201
MILEAGE:
ACCTNG CTL#:

PROD. DATE: PAINT CODE: PXR

- | | | |
|-------------------------|-----------------------|----------------------|
| USER-ENTERED VALUE | E=REPLACE OEM | NG=REPLACE NAGS |
| EC=REPLACE ECONOMY | UE=REPLACE OE SURPLUS | UC=RECONDITIONED PRT |
| UM=REMAN/REBUILT PRT | EU=REPLACE SALVAGE | EP=REPLACE PXN |
| OE=REPLACE PXN OE SRPLS | PC=PXN RECONDITIONED | PM=PXN REMAN/REBUILT |
| TE=PARTL REPL PRICE | ET=PARTL REPL LABOR | IT=PARTIAL REPAIR |
| I=REPAIR | L=REFINISH | BR=BLEND REFINISH |
| TT=TWO-TONE | CG=CHIPGUARD | SB=SUBLET |
| N=ADDITIONAL LABOR | RI=R&I ASSEMBLY | P=CHECK |
| AA=APPEAR ALLOWANCE | RP=RELATED PRIOR | UP=UNRELATED PRIOR |

2002 JEEP GRAND CHEROKEE LAREDO 4DOOR WAGON 8CYL GASOLINE 4.7
CODE: J7313B/D OPTNS B/24EHV

OPTIONS:
TWO-STAGE - EXTERIOR SURFACES TWO-STAGE - INTERIOR SURFACES
4-WHEEL DRIVE PRIVACY GLASS
OVERHEAD CONSOLE

| OP | GDE | MC | DESCRIPTION | MFG. PART NO. | PRICE | AJ% | B% | HOURS | R |
|----|------|----|-------------------------|---------------|--------|-----|----|-------|---|
| E | 0537 | 01 | COVER, REAR BUMPER | 5EU81XS9AB | 475.00 | | | 0.8 | 1 |
| E | 1004 | | RETAINER, REAR BUMPE LT | MULTI-PART | .70 | | | INC | 1 |
| E | 1005 | | RETAINER, REAR BUMPE RT | MULTI-PART | .70 | | | INC | 1 |
| F | 1180 | | RETAINER, REAR BUMPE LT | 5015523AB | 15.25 | | | 0.5 | 1 |
| F | 1181 | | RETAINER, REAR BUMPE RT | 5015522AB | 14.50 | | | INC | |
| E | 0454 | 01 | PAD, REAR BUMPER STEP | WC12DX9AA | 30.95 | | | 1.3 | |

o ITEMS

MC MESSAGE(S)
01 CALL DEALER FOR EXACT PART NUMBER / PRICE

FINAL CALCULATIONS & ENTRIES

| | | | | |
|---------------------------|--|--|--------|--------|
| GROSS PARTS | | | | 537.10 |
| PARTS & MATERIAL TOTAL | | | | 537.10 |
| TAX ON PARTS & MATERIAL @ | | | 6.000% | 32.23 |

| LABOR | RATE | REPLACE HRS | REPAIR HRS | |
|------------------|-------|-------------|------------|--------|
| 1-SHEET METAL | 44.00 | 2.6 | | 114.40 |
| 2-MECH/ELEC | 95.00 | | | |
| 3-FRAME | 55.00 | | | |
| 4-REFINISH | 44.00 | | | |
| 5-PAINT MATERIAL | 20.00 | | | |
| LABOR TOTAL | | | | 114.40 |
| SUBLET REPAIRS | | | | |
| TOWING | | | | |
| STORAGE | | | | |

GROSS TOTAL 683.73

NET TOTAL 683.73

ADP SHOPLINK U7887 ES CD LOG 23988-1 DATE 01/31/06 01:11:14PM R6.37 CD 12/05
 T LOG
 1998 - 2005 ADP CLAIMS SOLUTIONS GROUP, INC.

FISCHER BODY REFINISHING
 34800 Grand River Ave. Phone (248) 442-3545
 FARMINGTON HILLS, MI 48335-1669

34623 *
 RECEIPT NO.

RECEIVED OF Jim FOWANS DATE 2/9/06
ORIGINAL Receipt # 34528 1/3/06 341.86
Ro# 36280

| DETAIL | ACCOUNT | NOTE | HOW PAID |
|-------------|---------|------|--|
| AMOUNT DUE | | | CASH <input checked="" type="checkbox"/> |
| AMOUNT PAID | 341 86 | CASH | CHECK <input type="checkbox"/> |
| | | | CREDIT CARD <input type="checkbox"/> |
| | 341 86 | VISA | DRAFT <input type="checkbox"/> |
| BALANCE DUE | | | MONEY ORDER <input type="checkbox"/> |

BY [Signature] *Thank You*

FORM 67M-128-NG (10/04)

Reynolds and Reynolds

FISCHER BODY REFINISHING
 34800 Grand River Ave. Phone (248) 442-3545
 FARMINGTON HILLS, MI 48335-1669

34624 *
 RECEIPT NO.

RECEIVED OF Jim FOWANS DATE 2/9/06
\$ 341.87
Ro# 36280

| DETAIL | ACCOUNT | NOTE | HOW PAID |
|-------------|---------|------|--|
| AMOUNT DUE | | | CASH <input checked="" type="checkbox"/> |
| AMOUNT PAID | 341 87 | CASH | CHECK <input type="checkbox"/> |
| | | | CREDIT CARD <input type="checkbox"/> |
| | | | DRAFT <input type="checkbox"/> |
| BALANCE DUE | | | MONEY ORDER <input type="checkbox"/> |

BY [Signature] *Thank You*



773 E. Grand River Ave.
 Portland, MI 48875

Portland Police
 Department

Star Thomas
 Police Officer

(517) 647-2947
 Fax: (517) 647-2940

E-Mail: starthomas@portlandmichigan.org



Portland Police Department

Off. R. P. Piper

773 E. GRAND RIVER AVE.
 PORTLAND, MI 48875

(517) 647-7521

EMPLOYEE MEMO

DATE: JUNE 28, 2006
TO: KIM PATRICK-CHAPMAN AND PHIL GENSTERBLUM
FROM: THOMAS J. DEMPSEY, CITY MANAGER
RE: ACCIDENT/INCIDENT INVESTIGATION

Please investigate the accident/incident detailed in the attached report. Please complete the safety team portion of the report and return it to me with copies to Kim before July 14, 2006. Our next Safety meeting will be Wednesday July 19th at 2:20 pm. Thank you for your cooperation.

**Portland Police Department
Audio and Visual Media Recording
General Order No. 6**

I. SCOPE

This order shall apply in every case to all sworn Portland Police Department personnel.

II. PURPOSE

To establish guidelines for the operation, use and management of departmental audio and visual media program.

III. POLICY

A. The Department provides the use of audio/visual media for the purpose of:

1. Officer protection.
2. Supplementing and supporting written police reports.
3. Collecting evidence.
4. Documenting the officer's activity and other situations that may arise.
5. Providing training aids.
6. Facilitate investigations.

IV. APPLICATION

This order constitutes Department policy, and is not intended to enlarge the employer's or employees' civil or criminal liability in any way. It shall not be construed as the creation of a higher legal standard of safety or care in any evidentiary sense with respect to the third party claims insofar as the employer's or employee's legal duty as imposed by law.

Noncompliance with this policy constitutes a violation of an employee's duty only, except in cases as any non-compliance is also a violation of the laws of the State of Michigan. Therefore, violations of this policy shall only form the basis of disciplinary action within the Department.

In the event that a violation of the duties imposed by this policy also constitutes a breach of the duties imposed by law, nothing herein shall be construed to relieve one from that legal duty or from any action from a breach of that legal duty.

V. PROCEDURE

- A. The Digital-Ally recording device will be used as authorized by the Chief or designee.
- B. Before using the equipment, officers must be trained in its use, care, and applications as authorized by the Department.
- C. At the start of the shift, officers shall power the system on and ensure the equipment is accurate and operational. The system will remain on throughout the shift. Officers shall note the operational status on their daily activity log.
- D. Any damage or malfunction shall be reported as soon as practical to the Chief or his designee. The unit will be reported as malfunctioning following Department practice.
- E. The audio shall be activated whenever the officer is making a citizen contact for a law enforcement purpose. For O.W.I. offenses, officers will activate the recorder as soon as it is safe to do so before the stop to document the offender's driving and behavior. Officers should describe the facts as the incident is being recorded. The audio/visual will remain on for the duration of the traffic stop.
- F. Under normal circumstances, officers are not to cease audio/visual recording of an incident or investigation.
- G. Other than during a Department authorized law enforcement purpose, officers shall not activate audio/visual recording devices at the Department.
- H. Under the following circumstances, the audio/visual equipment may be turned off:
 - 1. calling out of service,
 - 2. on break,
 - 3. at court,
 - 4. reviewing the recording. (When finished ensure the media is reset to the spot it was stopped.)
 - 5. at the Department for extended periods of administrative time.
- I. The media recording shall not be removed from the unit prior to the end of the shift except as evidence or for administrative review. The change will be noted on the officer's activity log. Only in emergencies will officers be allowed to share the media recording or allow overlaps.

- J. Officers should not attempt to conceal the fact that the media is in use. However, there is no expectation of privacy when the police are present, when in a public place or in the patrol vehicle, so disclosure is not necessary.
- K. Officers are to include in the report or on the police copy of the citation that audio/visual evidence exists.
- L. Officers shall turn the system off at the end of their shift.

VI. SYSTEM ADMINISTRATOR

- A. The Chief shall designate a system administrator.
- B. The system administrator will be in charge of the overall operation of the Department's audio/visual recording system. These duties shall include:
 - 1. document officer training,
 - 2. equipment maintenance and inventory,
 - 3. proper handling of supplies and media devices.
- C. The system administrator shall ensure equipment is installed and set as specified by the Chief.
- D. The system administrator shall see that an adequate number of batteries and media recording devices are available.
- E. The system administrator will ensure all media recording devices are completely erased prior to being placed into service in the media.

VII. SUPERVISOR'S RESPONSIBILITIES

- A. Ensure that officers assigned to vehicles equipped with video systems use those systems in accordance with departmental policy and manufacturer's recommendations.
- B. For quality assurance purposes, supervisors shall randomly audit every officer's video at least once each month.
- C. Ensure that damaged or non-functioning media systems are taken out of service and reported to the system administrator.
- D. The Chief or his designee will ensure that the media is preserved according to Department guidelines.

VIII. DEVICE MAINTENANCE AND STORAGE

- A. Officers shall only use issued equipment. They shall not erase, record over re-use, or alter in any way any recording except in accordance with this policy.
- B. No recorded media shall be removed from the Department, or duplicated, without the approval of the Chief or designee.
- C. All audio/visual recordings generated or captured by an employee of the Department when acting in the capacity of their employment or made on Department equipment, shall remain the sole property of the Department.
- D. A secure storage area will be provided to the system administrator to store the media recording. Only those authorized by the Chief or designee, will have access to the storage area.
- E. Upon completion of the shift, the officer will remove the media and place it in the weapons' room. Officers may view the media prior to turning it in and shall be responsible to ensure the recording is not tampered with, altered, lost, destroyed or misplaced.
- F. When a recording device is removed for evidentiary purposes, the device shall be logged into evidence and placed in an evidence locker.
- G. All recordings shall be secured in compliance with the Department's retentior schedule. A minimum of one year for all in-car recordings and until the conclusion of the case for all arrests and other serious incidents.

IX. DEPARTMENTAL USE AND/OR RELEASE OF AUDIO/VISUAL RECORDINGS

- A. Use of audio/visual recordings is intended only for official departmental business. Any other use is expressly prohibited without the authorization of the Chief or designee.
- B. All recordings, while in the performance of an employees' duties or on departmental audio/visual equipment shall remain in their original state and shall not be duplicated, altered, transmitted or erased except as authorized by the Chief or designee
- C. The displaying and viewing of recordings is intended for official Department business. Officers shall not allow anyone other than employees of the Department to view recordings produced in the performance of their duties or by a departmental recorder except when authorized by the Chief or designee.
- D. Requests to view a recording by a defendant, defense attorney, suspect, or member of the public shall be treated as a request for information under the Freedom of Information Act.

- E. Original recordings will not be released. The exception to this practice is an original recording that is evidence and is being released to the court. In those cases, a duplicate recording will be labeled as duplicate and securely maintained.
- F. A record shall be kept by the Property Clerk documenting the release and return from secured storage. The record (evidence) is to contain the following information of all media:
- identification of the recording released,
 - name of person authorizing and releasing the recording,
 - reason for release,
 - name of person to whom the media is released,
 - date and time of release/return of media, and
 - the name of officer releasing/receiving the media.
- G. Any media and/or segment released outside the Department shall be appropriately identified. The recording and/or segment shall be labeled as to its contents including date and time of recording.
- H. The Department retains all property rights, including copyright, to all images recorded by or on behalf of the Department and on released copies. All released images shall be labeled as copyrighted by the Department.

X. REQUIREMENTS FOR COMPLIANCE

- A. Any abuse, misuse, alteration, sabotage, intentional obstruction or intentional destruction of the audio/visual system's equipment will result in a disciplinary action, up to and including dismissal.
- B. Any recording or image made, no matter what the method or electronic device used, by an employee of this Department while in the performance of their duties or in association with their employment, is considered as an official record of the Department. Any theft, misuse, intentional misplacement or destruction, alteration, sabotage of any official record or electronic device is prohibited. The distribution or editing of any official record without the consent of the Chief or designee, will be subject to disciplinary action and criminal prosecution.

XI. OFFICERS ASSIGNED TO OTHER AGENCIES

Officers of this Department assigned to or assisting other law enforcement agencies will be guided by this policy.

**Portland Police Department
Department Training Policy
General Order No. 10**

I. SCOPE

This order shall apply in every case to all sworn and civilian personnel of the Portland Police Department.

II. PURPOSE

It is the purpose of this policy to establish a Department Training Program. Such a program is designed to assure the acquisition and retention of basic skills necessary to perform the police tasks assigned.

III. POLICY

It is the policy of this Department to provide all sworn personnel with training beyond basic recruit training, consisting of core and enhanced training topics that will promote efficiency and effectiveness in job performance and provide additional skills, knowledge and abilities necessary to maintain or improve competence in job assignments. This policy provides, as well, the responsibility of each employee to attend and complete all scheduled training.

IV. APPLICATION

This order constitutes Department policy, and is not intended to enlarge the employer's or employees' civil or criminal liability in any way. It shall not be construed as the creation of a higher legal standard of safety or care in any evidentiary sense with respect to the third party claims insofar as the employer's or employee's legal duty as imposed by law.

Noncompliance with this policy constitutes a violation of an employee's duty only, except in cases as any non-compliance is also a violation of the laws of the State of Michigan. Therefore, violations of this policy shall only form the basis of disciplinary action within the Department.

In the event that a violation of the duties imposed by this policy also constitutes a breach of the duties imposed by law, nothing herein shall be construed to relieve one from that legal duty or from any action from a breach of that legal duty.

V. INDIVIDUAL RESPONSIBILITY

A. Training is scheduled for Portland Police Department personnel for the purpose of developing or acquiring skills essential to the performance of duty and/or maintenance of such skills. All employees shall successfully complete

all training programs and all requirements thereof which may be required to utilize such skill.

- B. Failure of the employee to successfully complete any training program or any requirement thereof due to confirmed illness or injury or other confirmed circumstances beyond his/her ability to control, may result in the training and/or exercise required being rescheduled at the convenience of the Department.
- C. It shall be each employee's responsibility to maintain in a current, operational status all skills and any certifications, licenses or other requirements for which training has been extended/required by the department.
- D. No employee shall fail to attend or engage in any training, engage in any misconduct, disrupt, or fail to comply with any training program rule, regulation, or requirement while attending any training program.
- E. It shall be the responsibility of each officer or civilian employee to forward copies of diplomas, certificates, licenses, and/or such other materials of confirmed attendance, successful completion and/or renewal of same as may be required to the Chief of Police upon completion.
- F. Any officer or employee seeking to attend a specific training program may forward such request, in writing, to the Chief of Police for consideration.
- G. It shall be the responsibility of each officer and civilian employee to arrive promptly at any assigned training location, in the prescribed uniform/clothing, with required materials/equipment, and to remain in attendance for the entire training session or until properly relieved/released.

VI. CORE TRAINING: SWORN PERSONNEL

While additional training may be provided or required for individual officers, the core training provided each sworn officer will consist of the following subjects during each training cycle:

| | <u>Frequency</u> | <u>Hours</u> | <u>Min. Mand. Total</u> |
|--|------------------|--------------|-------------------------|
| A. Police Topics: | | | |
| 1. Firearms Training (Pistol/shotgun/rifle) | 3 per year | 3 | 9 |
| 2. Use of Deadly Force | 1 per year | 2 | 2 |
| 3. Use of Non-Deadly Force | | | |
| a. Policy Review | 1 per year | 1 | 1 |
| b. O.C. Spray | 1 per year | 1 | 1 |
| c. Baton | 1 per year | 1 | 1 |
| 4. Self Defense/ Ground Fighting | 1 per year | 2 | 2 |
| 5. Pursuit Policy | 1 per year | 1 | 1 |
| 6. Emergency Vehicle Operation | 1 per year | 1 | 1 |
| 7. Legal Update | 2 per year | 2 | 2 |
| 8. Communicable Disease | 1 per year | 1 | 1 |
| 9. Taser Usage | 2 per year | 2 | 4 |
| | | <u>Total</u> | <u>25</u> |

The Department training cycle will commence on January 1st and run through December 31st of each year.

PORTLAND POLICE DEPARTMENT

STATISTICAL REPORT

March 1st – March 31st, 2013

COMPLAINTS:

| | | |
|---------------------|-----------|----------------|
| • DISPATCHED : | 60 COMPTS | 48 HRS 20 MINS |
| • PATROL ORGINATED: | 12 COMPTS | 14 HRS 15 MINS |
| • FOLLOW-UP: | 37 COMPTS | 21 HRS 30 MINS |
| • ASSISTING | 17 COMPTS | 10 HRS 15 MINS |

TRAFFIC:

| | |
|---------------------|---------------|
| • STOPS: | 41 |
| • CITATIONS: | 41 |
| • VERBAL WARNINGS: | 35 |
| • STATIONARY RADAR: | 7 HRS 25 MINS |
| • PARKING: | 60 |

ARREST:

| | |
|-------------------------|----|
| • MISDEMEANOR: | 31 |
| • FELONY: | 1 |
| • ORDINANCE VIOLATIONS: | 0 |
| • JUVENILES | 3 |

CONTACTS:

| | |
|----------------------|-----|
| • PATROL CONTACTS: | 199 |
| • BUSINESS CONTACTS: | 48 |
| • SUBPOENA SERVICE | 3 |

PORTLAND POLICE DEPARTMENT

REPORT SUMMARY

March 1st – March 31st, 2013

ASSISTS TO OTHER DEPARTMENTS:

March 4th, 2013 Assist to MSP @ Portland Rest Area for male subject exposing himself.
March 8th, 2013 Assist to IOSH @ Portland Rest Area for rolling domestic in vehicle.
March 23rd, 2013 Assist to MSP @ EB I 96 / Peake Rd for a rollover crash with ejection.

CASE SUMMARY:

On March 2nd, 2013 Sgt. Rebecca Ludwick and Officer TJ Heald observed a vehicle traveling northbound on Lyons Rd with no taillights. The vehicle was stopped and upon contact the driver was found to have a suspended license and the vehicle was unregistered as well as uninsured. Upon a search of the vehicle Officer Heald located a bag of marijuana. The subject was placed under arrest and lodged at the Ionia County Jail for the above offenses.

On March 4th, 2013 Officer Star Thomas was dispatched to a property damage crash that occurred at W. Grand River Ave and N. West St. Prior to arriving at the scene one of the drivers fled. The victim was able to obtain a license plate and provide a driver description. Officer Tim Groenhof assisted Officer Thomas in tracking down the suspect driver who was placed under arrest. Officer Thomas interviewed the suspect who confessed to the incident. The suspect was placed under arrest and lodged at the Ionia County Jail for DWLS 2nd or subsequent offense, no insurance on a motor vehicle, fail to stop and identify at a crash and cited for fail to stop assured clear distance.

On March 8th, 2013 Officer Tim Groenhof intercepted a vehicle approaching Kent St and Grand River Ave which almost come to a complete stop in the roadway while turning westbound. The vehicle then abruptly turned into the parking lot of Frosty Boy. Officer Groenhof initiated a traffic stop and made contact with the driver who was had pieces of marijuana in his lap. Officer Groenhof confirmed the subject did not have a medical marijuana card and located further marijuana inside the vehicle. The driver was placed under arrest and lodged at the Ionia County Jail. The driver was lodged on charges of possession of marijuana 3rd offense, DWLS with 14 prior convictions and cited for no proof of insurance. The suspect also had an outstanding misdemeanor warrant from another county however Ionia was outside of the allotted pick-up range.

On March 28th, 2013 Officer Star Thomas had located a found cell phone which had been dropped off at the Portland Police Department. During the investigation and while attempting to locate information for the owner of the cell phone Officer Thomas observed multiple messages on the phone referring to drug and drug sales. Officer Thomas was able to determine the owner which was a juvenile and made contact with his legal guardian. Officer Thomas was advised by the guardian that they had located a possible narcotic substance at the residence that was found in the juvenile's personal property. Officer Thomas seized the substance, later testing it and determining that it was methamphetamine. This juvenile is currently on probation for a prior possession of marijuana charge and was just recently arrested by our department for being in possession of marijuana for a second offense. This incident has been forwarded to Juvenile Court for prosecution.

PORTLAND POLICE DEPARTMENT

INDIVIDUAL STATISTICS

March 1st – March 31st, 2013

CHIEF BAUER:

| | | | | |
|------------------------|---|--------------|----------------|---|
| Dispatch Compts: | 3 | 1Hrs 30 Mins | Traffic Stops: | 0 |
| Self Initiated Compts: | 1 | 15 Mins | Citations: | 0 |
| Follow-up: | 0 | | Warnings: | 0 |
| Assisting | 1 | 1 Hr 30 Mins | Arrests: | 0 |

SGT. REBECCA LUDWICK / OFC TJ HEALD:

| | | | | |
|------------------------|----|----------------|----------------|----|
| Dispatch Compts: | 18 | 29 Hrs 00 Mins | Traffic Stops: | 13 |
| Self Initiated Compts: | 7 | 8 Hrs 30 Mins | Citations: | 21 |
| Follow-up: | 24 | 11Hrs 40 Mins | Warnings: | 14 |
| Assisting | 4 | 1Hr 10Mins | Arrests: | 23 |

OFC. TEITSMA:

| | | | | |
|------------------------|----|---------------|----------------|---|
| Dispatch Compts: | 22 | 8 Hrs 45 Mins | Traffic Stops: | 4 |
| Self Initiated Compts: | 0 | | Citations: | 7 |
| Follow-up: | 5 | 2 Hrs 05 Mins | Warnings: | 4 |
| Assisting | 6 | 2 Hrs 50 Mins | Arrests: | 3 |

OFC. STAR THOMAS - ADMINISTRATIVE:

| | | | | |
|------------------------|---|--------------|----------------|---|
| Dispatch Compts: | 7 | 5Hrs 00 Mins | Traffic Stops: | 0 |
| Self Initiated Compts: | 0 | | Citations: | 0 |
| Follow-up: | 0 | | Warnings: | 0 |
| Assisting | 0 | | Arrests: | 2 |

OFC. TIM GROENHOF:

| | | | | |
|------------------------|---|---------------|----------------|----|
| Dispatch Compts: | 6 | 2 Hrs 15 Mins | Traffic Stops: | 21 |
| Self Initiated Compts: | 4 | 5 Hrs 30 Mins | Citations: | 12 |
| Follow-up: | 2 | 3 Hrs 45 Mins | Warnings: | 15 |
| Assisting | 6 | 4 Hrs 45 Mins | Arrests: | 7 |

PORTLAND POLICE DEPARTMENT

COUNTY REPORT

March 1st – March 31st, 2012

COMPLAINTS:

- 100 Block of Kent St – Open door found at business

TRAFFIC:

- STOPS: 1
- CITATIONS: 0
- WARNINGS: 1
- STATIONARY RADAR: 5 HRS 45 MINS
- PARKING: 0

ARRESTS: 0

CONTACTS:

- PATROL CONTACTS: 10
- PROPERTY CHECKS: 39



DATE: April 11, 2013

REPORT OF FUNDS IN DDA AS OF:

PRINCIPAL & INTEREST ACCOUNT

| | <u>AMOUNTS</u> |
|-----------------------------------|----------------------|
| PREVIOUS BALANCE: <u>03/21/13</u> | \$ 128,713.06 |
| INTEREST EARNED: | \$ 3.86 |
| DEPOSITS: | \$ 15,800.00 |
| CHECKS WRITTEN: | |
| NEW BALANCE: <u>04/18/13</u> | <u>\$ 144,516.92</u> |

REGULAR ACCOUNT

| | <u>AMOUNTS</u> |
|--|----------------|
| PREVIOUS BALANCE: <u>03/21/13</u> | \$ 13,771.44 |
| INTEREST EARNED: | \$ 0.55 |
| DEPOSITS: | |
| 3/25/2013 2013 BLOCK PARTY SPONSORSHIP | \$ 665.00 |
| 4/11/2013 PARTIAL TRANSFER OF 2012 TAX CAPTURE | \$ 25,000.00 |
| 4/11/2013 2013 BLOCK PARTY SPONSORSHIP | \$ 1,148.00 |
| 4/11/2013 ON THE STREET ADVERTISING FEE | \$ 80.00 |

CHECKS WRITTEN:

| CK NO. | PAYEE | AMOUNT |
|--------|--|-------------|
| 1262 | BUSINESS CARD-NTCH registration for three people and airfare for four people | \$ 2,638.00 |
| 1263 | NATIONAL TRUST MAIN STREET CENTER-Annual membership | \$ 250.00 |
| 1264 | ADAMS OUTDOOR ADVERTISING-2013 Block Party advertising | \$ 1,000.00 |
| 1265 | KENDALL ELECTRIC-Wire for Riverwalk | \$ 4,440.00 |
| 1266 | THE GIG FACTORY-2013 Block Party entertainment | \$ 100.00 |
| 1267 | CITY OF PORTLAND-Reimbursement for telephone, canopy tents, safety training | \$ 274.77 |

| | |
|---|--------------|
| ACH TRANSFER-DDA REG ACCT TO DDA PRINCIPAL AND INTEREST ESCROW ACCT. | \$ 15,800.00 |
| ACH TRANSFER-P. Reagan wages/fringes for pay period: 3/12/12 to 3/25/13 | \$ 2,177.72 |
| ACH TRANSFER-P. Reagan wages/fringes for pay period: 3/26/13 to 4/8/13 | \$ 2,107.01 |

| | |
|------------------------------|-----------------------|
| TOTAL EXPENSES: | <u>\$ (28,787.50)</u> |
| NEW BALANCE: <u>04/18/13</u> | <u>\$ 11,877.49</u> |

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

Thank you for choosing AirTran Airways.

We will send you an email message containing your itinerary. To ensure you receive the message, you may wish to add confirmations@airtran.com to your address book.

confirmation number: Q6TJVY

Booking date: Wed, Feb 20, 2013 Status: Confirmed

Should our flight schedule change, we will notify you by email as early as possible.

Flight Details

Departing: Saturday, April 13, 2013

| | | | |
|------------------------------------|---------------------------------|------------|-------|
| Grand Rapids, MI (GRR) 11:27 AM | to Orlando, FL (MCO) 2:00 PM | Flight 312 | Coach |
|------------------------------------|---------------------------------|------------|-------|

| | | | |
|------------------------------|-------------------------------------|------------|-------|
| Orlando, FL (MCO) 5:45 PM | to New Orleans, LA (MSY) 6:31 PM | Flight 510 | Coach |
|------------------------------|-------------------------------------|------------|-------|

Returning: Tuesday, April 16, 2013

| | | | |
|----------------------------------|---------------------------------|------------|-------|
| New Orleans, LA (MSY) 3:20 PM | to Atlanta, GA (ATL) 5:35 PM | Flight 450 | Coach |
|----------------------------------|---------------------------------|------------|-------|

| | | | |
|------------------------------|--|------------|-------|
| Atlanta, GA (ATL) 6:35 PM | to Baltimore/Washington, MD (BWI) 8:35 PM | Flight 387 | Coach |
|------------------------------|--|------------|-------|

| | | | |
|---|---------------------------------------|------------|-------|
| Baltimore/Washington, MD (BWI) 9:10 PM | to Grand Rapids, MI (GRR) 10:44 PM | Flight 204 | Coach |
|---|---------------------------------------|------------|-------|

Passengers and Seat Assignments

| Passenger | A+ Number | GRR-MCO | MCO-MSY | MSY-ATL | ATL-BWI | BWI-GRR |
|--|----------------------|---------|---------|---------|---------|---------|
| Patrick Terrence Reagan <i>DOB: added</i> | <u>Add A+ Number</u> | 25D | 17A | 23A | 17A | 24C |
| Patricia Michelle Perry <i>DOB: added</i> | <u>Add A+ Number</u> | 24E | 17D | 23D | 17C | 24E |
| Wanda Joi Urie <i>DOB: added</i> | <u>Add A+ Number</u> | 24F | 17E | 23E | 17D | 24A |
| Christopher Lee Tyler <i>DOB: added</i> | <u>Add A+ Number</u> | 24D | 17C | 23C | 17E | 24D |

Contact Information

Patrick Reagan
259 Kent Street
Portland, MI 48875
United States of America

ddainstreet@portland-michigan.org
517-647-5027 (Tel)
231-755-3574 (Alt)
517-647-2938 (Fax)

Pricing

Total for 4 passengers (full detail)
Fare/Passenger: \$400.00

Payments

Payment via Credit Card
Form of payment: MasterCard

x 4 passengers

Seat fees:

Total price:

\$48.00
\$1,648.00

Payment status: Confirmed

Payment amount: \$1,648.00

Terms and Conditions

Fare Restrictions

Coach

- R Fare Class
- Coach Class Fare
- Non-refundable
- Changes may be made for a fee of \$75 per person plus any applicable increase in fare.
- Advance seat assignment is available for a small fee, or you may select your seats upon check-in at no cost.
- Reservations may be obtained or changed through an AirTran Airways Telephone Reservations Center for an additional \$15.00 per person.
- Additional baggage fees may apply.

Coach

- H Fare Class
- Coach Class Fare
- Non-refundable
- Changes may be made for a fee of \$75 per person plus any applicable increase in fare.
- Advance seat assignment is available for a small fee, or you may select your seats upon check-in at no cost.
- Reservations may be obtained or changed through an AirTran Airways Telephone Reservations Center for an additional \$15.00 per person.
- Additional baggage fees may apply.

Conditions of Contract

All AirTran Airways coach tickets are non-refundable and a \$75 fee per person applies to any change made after purchase, plus any applicable increase in airfare. Business class tickets (A and J fare classes only; not including promotional fares) are fully refundable and no fee applies to changes. Additional baggage fees may apply.

Cancellations must be made at least one hour prior to departure or customer forfeits reservation and any monies paid against the reservation. This reservation is non-transferable - no name changes allowed.

Baggage Fees

1st and 2nd Checked Bag Fee

Effective for tickets purchased on or after December 15, 2012, for travel on or after February 13, 2013, first checked bag fee is \$25 and second checked bag fee is \$35 when bag fees apply.

Excess Baggage Fee

Effective for tickets purchased on or after December 15, 2012, for travel on or after February 13, 2013, the 3rd checked bag and any bag thereafter is \$75 per piece.

Oversize and Overweight Baggage Fee

Effective for tickets purchased on or after December 15, 2012, for travel on or after February 13, 2013, overweight and oversize baggage fee is \$75.

| | Carry- ons* | 1st Checked Bag* | 2nd Checked Bag* |
|--|----------------|------------------------|------------------------|
| Standard Fee- effective for tickets purchased before December 15, 2012 | \$0 | \$20 | \$25 |

National Trust for Historic Preservation

ment page

Thank you for your payment

Reference number VQCE8AB7F208

Amount 990.00

Patrick , you have successfully completed your payment.

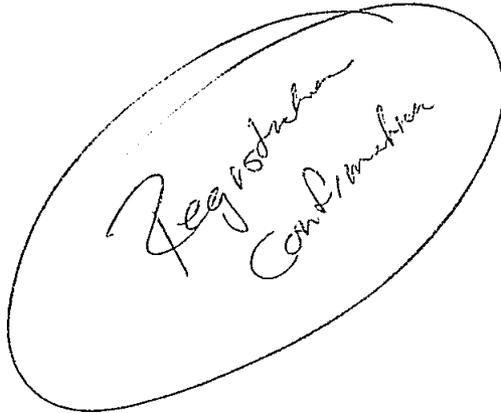
[Return to merchant's website](#)

Bill-to-address

Patrick Reagan
259 Kent Street
Portland, Michigan 48875
United States

Ship-to-address

US



Secure payments by **PayPal**

Copyright © 1999-2013 PayPal. All rights reserved.



Account Number: R9S16D

Date: 4/5/2013

Member Number: 72556582

Current Member Level: Standard Network

Expiration Date: 06/2013

Current Dues Amount: \$250

Contact: Mr. Patrick Reagan
Job Title: Executive Director
Main Street Portland
259 Kent Street
Portland, MI 48875

Phone: 517.647.5027
Fax: 517.647.2938
Email: ddamainstreet@portland-michigan.org
Website: www.portlandmainstreet.com

**SOMETHING
MISSING OR
INCORRECT?**

Please fill in any
missing or inaccurate
information before
returning.

DON'T MISS OUT! Renew Your Main Street® Membership Today

Renew your membership in the Main Street Network to continue your access to:

- Bi-monthly issues of *Main Street Now*
- Online database resources from our website's Solution Center
- Access to MainStreetList, the Main Street list serve
- Discounts on conferences, workshops, and publications
- Membership in the National Trust for Historic Preservation®
- Access to unique insurance products from the National Trust Insurance Services, LLC
- Secure online contribution web pages for your fund-raising efforts
- A national audience to promote your organization and programs
- Assistance in recruiting qualified staff for your organization
- Access to the National Trust's volunteer opportunities web page
- National Trust membership List Exchanges
- A voice for your issues

RENEWING IS EASY. Fill Out This Form

Select your membership level:

Standard Network: Our Standard Network Membership is open to any non-profit or governmental organization involved or interested in revitalizing national downtown or neighborhood commercial district.

- Standard Level \$250
- Standard Level – International \$275
- Standard Level + 5 (receive 5 extra copies of *Main Street Now*) \$300
- Standard Level + 10 (receive 10 extra copies of *Main Street Now*) \$350
- Standard Level + 15 (receive 15 extra copies of *Main Street Now*) \$400
- Standard Level + 20 (receive 20 extra copies of *Main Street Now*) \$450

Allied Network: Our Allied Network Membership provides consultants, manufacturers, companies, and others the opportunity to tap into our customer base.

- Allied Level \$495

Select your payment method:

Payment Method:

- Renew online at www.mainstreet.org (be sure to log into the website first).
- A check made payable to *The National Trust for Historic Preservation* sent to:
National Trust for Historic Preservation
PO Box 418455
Boston, MA 02241-8455

Credit Card

Type of Card: Visa ___ Mastercard ___ American Express ___ Discover ___
Credit Card Number: _____ Exp. Date: ___/___
Name on Card: _____ Cardholder's Signature: _____



COPY

ADAMS OUTDOOR ADVERTISING OF LANSING MI
MEDIA DISPLAY CONTRACT

3801 Capital City Blvd
Lansing, MI 48906
Tel: (517) 321-2121
DATE April 2, 2013

FAX: (517) 321-2122

CONTRACT #

ACCOUNT EXECUTIVE Katelyn Cassaday

(Print Name)

☑ N ☐ R ☐ I ☐ P

ADVERTISER/CLIENT City of Portland Downtown Development Authority PRODUCT/CATEGORY Government

BILL TO City of Portland Downtown Development Authority

259 Kent Street

Portland, MI 48875

TEL 517-647-5027 FAX 517-647-2938 E-MAIL ddamainstreet@portland-michigan.org

The undersigned Advertiser hereby authorizes Adams Outdoor Advertising of Lansing, MI (hereafter referred to as "ADAMS") to display outdoor advertising upon the following terms and conditions:

Table with columns: Year, Unit #, JAN, FEB, MAR, APR, MAY, JUNE, JULY, AUG, SEPT, OCT, NOV, DEC. Includes location/board no. #606B I-96 0.2 mi E/O Grange Rd NS, allotment 1, no. of weeks 4, net rate per period \$600.00.

Addendum attached and incorporated herein by reference.

INSTALLATION: Advertiser agrees that performance shall be deemed rendered if copy is displayed within FIVE (5) WORKING DAYS of the scheduled start date and continues to be displayed for a period of not less than twenty-five (25) days for each display period indicated.

TOTAL PER PERIOD: \$ 600.00
TOTAL SPACE AMOUNT: \$ 600.00
TOTAL PRODUCTION COST: \$ 400.00
ADDITIONAL ILLUMINATION: \$ 0
TOTAL CONTRACT AMOUNT: \$ 1,000.00

TERMS: Should credit be approved, Advertiser agrees to pay the full invoiced amount not later than thirty (30) days following the billing date. All payments in arrears shall bear interest at the highest rate permitted by law.

THIS ORDER IS SIGNED AND ACCEPTED SUBJECT TO THE TERMS AND CONDITIONS STIPULATED ON BOTH SIDES OF THIS CONTRACT WHICH ARE ALL OF THE AGREEMENTS AND REPRESENTATIONS AS TO THIS CONTRACT MADE BY EITHER PARTY HERETO.

RESCISSION: THIS CONTRACT IS NON-CANCELABLE BY THE ADVERTISER, ITS ADVERTISING AGENCY, OR BY ITS SUCCESSORS OR PERMITTED ASSIGNS. If Advertiser elects to sign this Contract and then forward a facsimile copy to ADAMS, ADAMS will accept same in lieu of an original signature contract form.

SPECIAL PROVISIONS:

REPRESENTATIONS: Any person (either an individual or an advertising agency) executing this contract on behalf of an Advertiser warrants that he/she has full authority to do so. Said person accepts full personal liability for all relevant obligations herein if he/she is not authorized to execute this contract in a representative capacity in behalf of an Advertiser.

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP
By: Adams Outdoor GP, LLC
General Partner

ADVERTISER/CLIENT AUTHORIZED BY: SIGNATURE OF AUTHORIZED SIGNER

GENERAL MANAGER DATE PRINTED NAME OF AUTHORIZED SIGNER DATE



**ADAMS OUTDOOR ADVERTISING OF LANSING, MI
MEDIA DISPLAY CONTRACT**

TERMS AND CONDITIONS

COPY APPROVAL: If an advertising message is to be suggested by ADAMS, Advertiser shall not withhold, or delay, acceptance and approval unreasonably. If Advertiser rejects the advertising message suggested by ADAMS, Advertiser shall furnish Advertiser's own message at least thirty (30) days before the scheduled display date(s). Regardless of which party ultimately provides the advertising production, the start date(s) reflected on the face of this contract shall be considered immutable, and billing will commence on the contracted start date. Copy approval for digital display advertising, or Advertiser's own message if Advertiser is providing, must be received by ADAMS at least seven (7) days prior to the scheduled display date.

PRODUCTION: All production costs for display materials shall be paid by the advertiser. If the Advertiser/Client is to provide display materials, said materials must be received by ADAMS no less than seven (7) days prior to the scheduled start date. Further, if the Advertiser/Client is tardy or negligent in the delivery of completed display materials, the space in question will go into billing on the scheduled display date(s). In that event, the Advertiser/Client will be obligated to pay the invoices from that billing date. All creative concepts designed by ADAMS and any/all subsequent materials produced incorporating those concepts, including but not limited to vinyls and electronic formats, shall be and will remain the property of ADAMS. Further, any production materials, including but not limited to vinyls and electronic formats, conveyed or provided to ADAMS by an Advertiser or an Independent third party shall be and will remain the property of ADAMS. Said production and creative materials will be discarded within seven (7) days of the end date of this Contract.

CREDIT: It is agreed that no claim resulting from failure of ADAMS to properly execute the display shall be valid unless reported to ADAMS promptly on discovery by Advertiser. Credit for total loss of service to Advertiser will be based on the "per period" rate herein set forth prorated on a daily basis for such period of time as there shall be a total loss of service. Unless otherwise stipulated, contracts for multiple faces will be scheduled with an allocation of illuminated and non-illuminated faces in a proportion consistent with the percentage of illuminated/non-illuminated faces for each media type existing in the market at the time of contracting. Illumination will be provided on a schedule determined by ADAMS based on local and seasonal conditions. Credit for loss of illumination due to any temporary condition not covered by the "Disaster Contingency" below will be given at a rate of twenty percent (20%) of the "per period" rate for any given face, pro-rated on a daily basis for the period of documented loss of illumination and ADAMS receipt of written notification thereof.

DISASTER CONTINGENCY: Should the display of an Advertiser's advertising message be interrupted for more than five (5) days due to natural events beyond the control of ADAMS (e.g., hurricane, tornado, wind storm, fire, earthquake, or similar Act of God), ADAMS will at its discretion provide as sole remedy for such interruption an extension of the contracted display period equal to the period of time in which the advertising was not displayed. In the case of a scheduling conflict for such extension, ADAMS reserves the right to provide at its discretion the extended advertising period on an available display unit of similar market value. Further, ADAMS may remove advertising displays. In advance of a forecast severe weather event if such removal may result in minimizing potential damage to the structure. In such cases, should the interruption of the display exceed five (5) days, ADAMS will at its discretion provide an extension to the contracted advertising period as outlined above.

CONTINGENCIES: If by reason of strikes, concerted action by employees or labor organizations, shortages of labor or other materials, present or future governmental laws, ordinances, rules or regulations, expiration or other termination of ADAMS lease of any of the space(s) contracted for, or for any other reason whatsoever ADAMS shall be delayed or unable to post and maintain any of the space(s) covered hereby, such shall not constitute a breach of this Contract, and this Contract shall not terminate either in whole or as to any part, but ADAMS shall allow Advertiser credit at the rate for such space shown on the face hereof for the period during which services shall not be furnished or shall be discontinued or suspended. Such a credit shall be the exclusive remedy for ADAMS failure to perform any obligation under this Contract, and in no event shall ADAMS be liable for any consequential damages. Digital Media: ADAMS warrants that all scheduled digital advertising will display at least ninety percent (90%) of the contracted cumulative display time per each twenty-eight (28) day advertising period. Further, in the event of national, regional or local emergencies, advertising time may be interrupted to disseminate messages concerning public safety and welfare.

COPY: ADAMS reserves the right at any time, either before or after advertising is displayed, to censor, reject or withdraw any advertising message under this Contract if ADAMS believes, in good faith, the advertising message is unlawful or detrimental to the image of the Advertiser or ADAMS in the community.

EMBELLISHMENTS: The useful life of embellishments (cut-outs, pop-ups and extensions) is guaranteed for one year. All embellishments will remain the property of ADAMS.

TERMS: Advertiser agrees to pay all installments as and when due, and in the event of a default to make any required payment, the full contract price should then become payable to Adams Outdoor. All accounts payable under the stipulations of this Contract are payable net cash, thirty (30) days after invoice date. In the event that payment per the terms of this Contract becomes delinquent and it becomes necessary, at the sole discretion of ADAMS, to convey the collections of amounts due to a collections specialist, all fees charged by said specialist shall be borne by the advertising agency or client.

AGENCY LIABILITY: In the event this Contract is signed by an Advertising Agency, both the Advertising Agency and its principal shall be jointly and severally liable hereunder for all terms and conditions, including payment.

LOSS OF LOCATION: Any specific display locations indicated in this contract are subject to the terms of the lease agreements between ADAMS and its lessors. If any location becomes unavailable for use by ADAMS in its display inventory, whether by cancellation of lease or any other means, ADAMS will provide an alternate similar location, if available. In such an event, any advertising time lost during the relocation of the advertising copy will be added to the contracted display period. In the event that ADAMS, in its sole discretion, determines to convert any display which is the subject of this Contract to enhanced technological capabilities, ADAMS shall give sixty (60) days notice of such conversion to the Advertiser/Client, who shall then have the first option to enter into a new Contract for space on the enhanced display at the prevailing market rates.

ASSIGNMENT: Advertiser may not assign or subcontract this Contract, in whole or in part, without the prior written consent of ADAMS, which shall not be unreasonably withheld. ADAMS may assign this Contract, in whole or in part, in its sole discretion.

TERMINATION: In the event of any proceedings brought by or against Advertiser, whether or not voluntary, in bankruptcy or insolvency, or in the event of an appointment of a receiver or of an assignee for the benefit of creditors, ADAMS shall be entitled to cancel any unfilled portion of this Contract.

TRANSPARENCY: If this Contract is executed by an Advertising Agency on behalf of the Advertiser, Advertising Agency agrees to provide Advertiser full disclosure of the net rates charged by ADAMS under this Contract. Advertising Agency acknowledges that transparency is important to ADAMS' reputation and goodwill in its business and agrees that the failure to provide such disclosure will cause irreparable damage to ADAMS.

INTEGRATION: IT IS EXPRESSLY AGREED THAT ADAMS IS NOT BOUND BY ANY STIPULATION, REPRESENTATION OR AGREEMENTS, VERBAL OR OTHERWISE, WHICH ARE NOT PRINTED OR WRITTEN IN THIS CONTRACT, AND THAT THIS CONTRACT REPRESENTS A COMPLETE INTEGRATION OF ALL PRIOR NEGOTIATIONS, AND THAT ANY MODIFICATION OF THIS CONTRACT SHALL BE IN WRITING.

Client Initials: _____

Date: _____



KENDALL ELECTRIC INCORPORATED
KENDALL ELECTRIC INC
 633 LANAC ST
 LANSING MI 48917-9517
 517-322-2411 Fax 517-322-0743
 www.kendallelectric.com

INVOICE

Signature: *[Handwritten Signature]*
 Date: 3/15/13
 Chris Smith

| | |
|--|----------------|
| INVOICE DATE | INVOICE NUMBER |
| 03/15/13 | S101460036.001 |
| REMIT ADDRESS | |
| KENDALL ELECTRIC INC DUNS # 06-584-9168 PO BOX 671121 DETROIT MI 48267-1121 | |

BILL TO:
 1907 1 AB 0.384 E0126X I0201 D649172442 P1379332 0001:0001

SHIP TO:



PORTLAND (CITY OF)
 259 KENT ST
 PORTLAND MI 48875-1458

PORTLAND (CITY OF)
 POWER PLANT
 PORTLAND MI 48875-1495

| CUSTOMER NUMBER | CUSTOMER PO / RELEASE NUMBER | PRICE BR / SHIP BR | ACCOUNT MANAGER | | |
|---------------------------|--|--------------------|---------------------------|-------------|------------|
| 7817 | VERBAL / | ELAN / EKDC | JOANNE CEBELAK, 1729-ELAN | | |
| INSIDE SALESPERSON | ORDERED BY | TERMS CODE | ORDER DATE | | |
| DAVID LANCKTON, 1710-ELAN | MIKE | Net Due 30 Days | 03/14/13 | | |
| SHIP VIA | ELAN33 | | | | |
| LINE NO | DESCRIPTION | ORDER QTY | SHIP QTY | PRICE / UOM | EXT AMOUNT |
| 1 | CUT 4/0 THHN CU STRD BLACK WIRE ***** 3 X 400-FT REEL ***** | 1200 | 1200 | 3700.000m | 4440.00 |

All claims for shortages or errors must be reported immediately. Return merchandise will not be accepted without prior authorization. Authorized returns subject to restocking charges. Opened, sealed, or damaged material may not be returnable for credit. Past due invoices may be assessed a 1.5% late charge (18% per annum), subject to credit terms. For detailed Terms and Conditions, please visit www.kendallelectric.com/tandc.asp CERTIFICATE OF EXEMPTION: If no sales tax is charged, then the materials on this order are certified by the Purchaser to be tax exempt and Purchaser assumes all the liability for any such tax if tax is found to be due. PURCHASER MAY PAY APPROPRIATE SALES TAX TO SATISFY THIS LIABILITY. Fed. Tax ID# 38-2023622

| | |
|-------------|---------|
| Subtotal | 4440.00 |
| S&H Charges | |
| Sales Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 4440.00 |

Thank You - We Appreciate Your Business

THE GIG FACTORY

"Bringing People Together With Music"

1959 LacDuMont Haslett, MI 48840 (517) 339-1100 phone (517) 339-3367 fax

Engagement Dates: May 18, 2013

Today's Date: April 9, 2013

* Deposit Required: \$100

Venue: Portland Downtown Block Party

Artist: Brenda Loomis Band

Address: 254 Kent St. Portland, MI 48875

Purchaser: Portland Mainstreet

Venue Phone #: ²⁵⁹ 517 647 5027

Guarantee Amount: \$600

Commission:

Agent: Don Middlebrook/Shelley Perry

Sets: _____ Times: 8:00 -11:00 pm

COPY

**Special Provisions: Band supplies PA and lights. Check made out to: The Gig Factory

1. ARTIST(S) obligations hereunder are subject to detention or prevention by sickness inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, and act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.

2. ARTIST(S) executes this agreement as an independent contractor, not as an employee of the PURCHASER. Responsibility for appropriate payments of payroll taxes and charges under applicable federal and local law will be assumed by the ARTIST.

3. AGENT PROVISIONS: UNLESS OTHERWISE NOTED HEREIN, AGENTS COMMISSIONS INCLUDED IN THE GROSS PRICE OF ENGAGEMENT AND SHALL BE HELD IN TRUST BY ARTIST AS FIDUCIARY AND FORWARD TO AGENT WITHIN 72 HOURS OF RECEIPT

**If leader or key personnel of this group is rebooked into this or any establishment owned or controlled by the purchaser (including chain buyers of music) within 24 months from the termination of this agreement, Purchaser and Leader shall be jointly and severally liable for payment to The Gig Factory of commission at the rate due and owing or paid for previous engagement.

4. It is expressly agreed that The Gig Factory acts herein as artist's agent and is not responsible for any act of commission or omission on the part of either artist or purchaser.

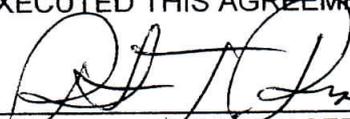
5. PURCHASER hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officer and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful *negligence* of the ARTIST.

6. PURCHASER shall maintain liability personal injury and property damage insurance including without limitation, coverage fro liability as a result of the installation, and/or operation of equipment provided by ARTIST. Agreement must be signed by appropriate and authorized representative and returned within 10 days of postmark, or this engagement could be considered null and void. The person executing this agreement on Purchaser's behalf warrants his/her authority to do so and such person hereby personally assumes liability for the payment of said price in full.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

Signature of ARTIST

Date


Signature of PURCHASER

4/9/13
Date

Commencement of Engagement Together with Physical Delivery of this Agreement is Deemed an Acceptance of ALL Terms by the Purchaser.

Vendor: 02066

TELNET WORLDWIDE INC.

Check #: 00000033482 04/01/13

| Date | Invoice | Description/Detail | Amount |
|------------|-----------------|------------------------|--------|
| 02/28/2013 | 295106 | PHONE SVC - CITY HALL | 497.72 |
| | 101-172-851.000 | TELEPHONE SERVICE | 49.77 |
| | 101-201-851.000 | TELEPHONE SERVICE | 199.10 |
| | 101-209-851.000 | TELEPHONE SERVICE | 49.77 |
| | 101-751-851.000 | TELEPHONE SERVICE | 49.77 |
| | 101-728-956.000 | MISCELLANEOUS EXPENSES | 49.77 |
| | 105-254-851.000 | TELEPHONE SERVICE | 49.77 |
| | 208-690-851.000 | TELEPHONE SERVICE | 49.77 |

Total: 497.72

PRINTING SYSTEMS • Taylor, Ill • 1-800-95-12345

CITY OF PORTLAND • PORTLAND, MICHIGAN 48875

CITY OF PORTLAND
259 KENT STREET
PORTLAND, MICHIGAN 48875

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

033482

Date: 04/01/13

AMOUNT

\$497.72

Four Hundred Ninety-Seven and 72/100 Dollars**

PAY

TELNET WORLDWIDE INC.
8020 SOLUTIONS CENTER

CHICAGO

IL 60677

CITY OF PORTLAND - PAYING ACCOUNT

James Stamer

MAYOR

Monique Milk

REP. CLERK

033482 072403473 01151128209

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - IONIA
3063 South State St
Ionia, MI 48846

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/12/13



PO # 00
Invoice # 16175

CHARGE SALE

Account: 32360263
Guest Name: NET30-CITY OF PORTLAND

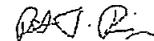
Tax Exempt 12
Government/School

| | | |
|---------------------|----------|-----------|
| 10X10 POP UP CANOPY | | ND |
| 2723218 | 2 @99.00 | 198.00 NT |

| | |
|------------|--------|
| TOTAL | 198.00 |
| TOTAL SALE | 198.00 |
| CHARGE | 198.00 |

TOTAL NUMBER OF ITEMS = 2

I acknowledge this purchase is governed
by the terms and conditions posted in the
front of the store and authorize MENARD,
Inc. to bill the above named account and
agree to pay for the goods according to
the terms of the credit agreement which
is on file.



Guest Signature

ND = 90 day over the counter exchange
products may be returned or exchanged
within 90 days of purchase with a
receipt. No returns, refunds, exchanges,
or credits will be issued without a
receipt.

THANK YOU, YOUR CASHIER, ashlee

65954 09 1139 03/14/13 12:58PM 3236

Vendor: 02092

HOMEWORKS TRI-COUNTY ELECTRIC

Check #: 00000033384 03/18/13

| Date | Invoice | Description/Detail | Amount |
|------------|-----------------|--|--------|
| 03/05/2013 | 4116051 | FIRST AID/BLOOD BORNE PATH CERT-VAR DEPT | 486.00 |
| | 101-201-734.000 | SAFETY SUPPLIES | 109.00 |
| | 101-728-956.000 | MISCELLANEOUS EXPENSES | 27.00 |
| | 582-539-734.000 | SAFETY SUPPLIES | 135.00 |
| | 590-548-734.000 | SAFETY SUPPLIES | 81.00 |
| | 661-441-734.000 | SAFETY SUPPLIES | 135.00 |

Total: 486.00

PRINTING SYSTEMS • Taylor, MI • 1-800-95-12345

CITY OF PORTLAND • PORTLAND, MICHIGAN 48875

CITY OF PORTLAND
259 KENT STREET
PORTLAND, MICHIGAN 48875

THE HUNTINGTON NATIONAL BANK
GRAND RAPIDS, MICHIGAN
74-3471724

033384

Date: 03/18/13

AMOUNT
\$486.00

Four Hundred Eighty-Six and NO/100 Dollars**

PAY

TO THE
OF
HOMEWORKS TRI-COUNTY ELECTRIC
7973 E. GRAND RIVER AVE.
PORTLAND MI 48875

CITY OF PORTLAND - PAYING ACCOUNT

James Hanner

MAYOR

Monique White

CLERK

⑈033384⑈ ⑆072403473⑆ 01151128209⑈

User: BREND

PERIOD END 04/30/2013

DB: Portland

% Fiscal Year Completed: 83.29

| GL NUMBER | DESCRIPTION | 2012-13 | END BALANCE | AVAILABLE | % BGDGT USED |
|--------------------------------------|-------------------------------------|-------------------|---------------------------------|------------------------------|--------------|
| | | AMENDED BUDGET | 04/30/2013 NORMAL (ABNORMAL) | BALANCE NORMAL (ABNORMAL) | |
| Fund 248 - DDA FUND | | | | | |
| Revenues | | | | | |
| Dept 000 | | | | | |
| 248-000-402.000 | REAL PROPERTY TAXES | 295,000.00 | 275,000.00 | 20,000.00 | 93.22 |
| 248-000-551.000 | RIVERSIDE FACADE GRANT | 0.00 | 0.00 | 0.00 | 0.00 |
| 248-000-577.000 | CONTRIBUTION FROM STATE -GRANT | 0.00 | 0.00 | 0.00 | 0.00 |
| 248-000-665.000 | INTEREST INCOME | 50.00 | 63.35 | (13.35) | 126.70 |
| 248-000-674.000 | CONTRIBUTION-PROPERTY OWNERS | 0.00 | 0.00 | 0.00 | 0.00 |
| 248-000-678.006 | REIMBURSEMENTS-MISCELLANEOUS | 2,000.00 | 23.00 | 1,977.00 | 1.15 |
| 248-000-678.010 | REIMBURSEMENTS-RIVERFEST | 2,500.00 | 1,835.00 | 665.00 | 73.40 |
| 248-000-678.011 | REIMBURSEMENTS-CITY AND PACC | 0.00 | 0.00 | 0.00 | 0.00 |
| 248-000-678.012 | REIMBURSEMENTS-MAIN STREET | 31,620.00 | 16,388.16 | 15,231.84 | 51.83 |
| 248-000-698.000 | BOND PROCEEDS | 0.00 | 0.00 | 0.00 | 0.00 |
| 248-000-699.101 | TRANSFER FROM GENERAL | 0.00 | 0.00 | 0.00 | 0.00 |
| 248-000-699.406 | TRANSFER FROM BOARDWALK FUND | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Dept 000 | | 331,170.00 | 293,309.51 | 37,860.49 | 88.57 |
| TOTAL Revenues | | 331,170.00 | 293,309.51 | 37,860.49 | 88.57 |
| Expenditures | | | | | |
| Dept 275-ADMINISTRATION | | | | | |
| 248-275-702.000 | S & W FULLTIME | 40,000.00 | 30,885.30 | 9,114.70 | 77.21 |
| 248-275-711.000 | S & W HEALTH PREMIUMS | 1,200.00 | 927.62 | 272.38 | 77.30 |
| 248-275-715.000 | S & W SOCIAL SECURITY | 3,151.00 | 2,433.69 | 717.31 | 77.24 |
| 248-275-717.000 | LIFE/LTD INSURANCE | 875.00 | 670.90 | 204.10 | 76.67 |
| 248-275-718.000 | PENSION | 8,000.00 | 7,224.88 | 775.12 | 90.31 |
| 248-275-719.000 | OTHER FRINGE | 0.00 | 17.24 | (17.24) | 100.00 |
| 248-275-720.000 | WORKER'S COMPENSATION | 1,500.00 | 0.00 | 1,500.00 | 0.00 |
| 248-275-723.000 | UNEMPLOYMENT | 50.00 | 5.70 | 44.30 | 11.40 |
| 248-275-730.000 | POSTAGE | 500.00 | 244.43 | 255.57 | 48.89 |
| 248-275-740.001 | OPERATING SUPPLIES-MAIN ST BOARD | 7,500.00 | 4,058.34 | 3,441.66 | 54.11 |
| 248-275-740.003 | OPERATING SUPPLIES-DESIGN COMMITTEE | 12,800.00 | 4,133.01 | 8,666.99 | 32.29 |
| 248-275-740.004 | OPERATING SUPPLIES-ER COMMITTEE | 1,820.00 | 0.00 | 1,820.00 | 0.00 |
| 248-275-740.005 | OPERATING SUPPLIES-O&F COMMITTEE | 17,450.00 | 11,499.40 | 5,950.60 | 65.90 |
| 248-275-740.006 | OPERATING SUPPLIES-P&M COMMITTEE | 16,560.00 | 10,038.08 | 6,521.92 | 60.62 |
| 248-275-740.007 | OPERATING SUPPLIES-RIVERFEST | 2,000.00 | 1,352.00 | 648.00 | 67.60 |
| 248-275-801.000 | LEGAL SERVICE | 100.00 | 0.00 | 100.00 | 0.00 |
| 248-275-802.000 | AUDIT SERVICE | 850.00 | 631.70 | 218.30 | 74.32 |
| 248-275-803.000 | ENGINEERING SERVICE | 500.00 | 0.00 | 500.00 | 0.00 |
| 248-275-804.000 | CONTRACTUAL SERVICE | 10,000.00 | 4,825.00 | 5,175.00 | 48.25 |
| 248-275-804.400 | CONTRACT SERVICE-DDA XMAS DECO | 7,000.00 | 6,452.68 | 547.32 | 92.18 |
| 248-275-806.000 | DATA PROCESSING | 1,550.00 | 0.00 | 1,550.00 | 0.00 |
| 248-275-851.000 | TELEPHONE SERVICE | 500.00 | 399.79 | 100.21 | 79.96 |
| 248-275-886.000 | FIREWORKS (DDA) | 2,500.00 | 0.00 | 2,500.00 | 0.00 |
| 248-275-902.000 | ADVERTISING | 0.00 | 0.00 | 0.00 | 0.00 |
| 248-275-938.000 | M & R STREET LIGHTS | 0.00 | 0.00 | 0.00 | 0.00 |
| 248-275-956.000 | MISCELLANEOUS EXPENSES | 1,500.00 | 2,298.18 | (798.18) | 153.21 |
| 248-275-958.000 | DUES & SUBSCRIPTIONS | 300.00 | 250.00 | 50.00 | 83.33 |
| 248-275-967.001 | FACADE RESTORATION (DDA) | 22,000.00 | 4,643.18 | 17,356.82 | 21.11 |
| 248-275-992.000 | PRINCIPAL PAYMENT | 170,000.00 | 170,000.00 | 0.00 | 100.00 |
| 248-275-995.000 | INTEREST PAYMENT | 19,197.82 | 19,390.85 | (193.03) | 101.01 |
| 248-275-997.000 | PAYING AGENT FEES | 200.00 | 0.00 | 200.00 | 0.00 |
| 248-275-999.202 | TRANSFER TO MAJOR STREETS | 113,800.00 | 101,630.48 | 12,169.52 | 89.31 |
| Total Dept 275-ADMINISTRATION | | 463,403.82 | 384,012.45 | 79,391.37 | 82.87 |

User: BREND

PERIOD END 04/30/2013

DB: Portland

% Fiscal Year Completed: 83.29

| GL NUMBER | DESCRIPTION | 2012-13 | END BALANCE | AVAILABLE | % BDGT USED |
|--------------------------------|----------------------------|----------------|---------------------------------|------------------------------|-------------|
| | | AMENDED BUDGET | 04/30/2013 NORMAL (ABNORMAL) | BALANCE NORMAL (ABNORMAL) | |
| Fund 248 - DDA FUND | | | | | |
| Expenditures | | | | | |
| Dept 999 | | | | | |
| 248-999-999.990 | CURRENT FUND CONTRA CHANGE | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Dept 999 | | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL Expenditures | | 463,403.82 | 384,012.45 | 79,391.37 | 82.87 |
| Fund 248: | | | | | |
| TOTAL REVENUES | | 331,170.00 | 293,309.51 | 37,860.49 | 88.57 |
| TOTAL EXPENDITURES | | 463,403.82 | 384,012.45 | 79,391.37 | 82.87 |
| NET OF REVENUES & EXPENDITURES | | (132,233.82) | (90,702.94) | (41,530.88) | 68.59 |

PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR MARCH 2013

NPDES COMPLIANCE

The City WWTP was in compliance with the NPDES permit limitations for the month of March 2013. Complete copies of all discharge Monitoring Reports are on file at the WWTP.

OPERATIONS

The WWTP treated and discharged 9.8 million gallons for the month of March.

The Filamentous bacteria that had developed in January and was a problem through February has been brought back under control and the settling is back where it should be.

Since the WWTP upgrade was completed, we have been trying different configurations to see what works the best for consistent treatment. With the additional aeration tank volume we were not able to attain the correct detention times which in turn affected the Mixed Liquor (MLSS) and the Return Activated Sludge (RAS) concentrations. After performing several calculations, the plant personnel decided that we would remove the #3 aeration tank from service and monitor the treatment performance. We also switched to % of plant flow for our RAS at this time. The result so far has been very good with the MLSS and RAS concentrations attaining our targeted concentrations. The detention times are more in line and it appears that Biological Phosphorus removal is once again present as we have been able to continuously reduce the amount of Ferrous Chloride that we need to meet the permit requirement. This also has seemed to bring our daily wasting amounts in line with what the calculations say it should be. The end result should be a more stable process with a reduced cost for aeration and chemicals.

The WWTP Emergency Response Plan was reviewed and many updates were required following the upgrade and changes in city personnel. The changes were made and the plans were updated. Revisions were made to all of the distributed copies including the Ionia County LEPC.

The WWTP Laboratory Chemical Hygiene Policy was reviewed and any necessary updates made.

Tim asked if he could attend a Math class to prepare for the upcoming MDEQ class "C" Exam. He has been registered to attend the MWEA math class for wastewater in April.

Doug is registered to attend the NASSCO PACP, MACP and LAPC class in Northville, MI. at Doheney Supplies on April 29, 30 and May 1 for CCTV certification.

Maintenance & Capitol Expenses for March 1, 2013 to March 31, 2013

| ITEM | COST |
|--|-------------------|
| Tom's Do It Center – Distilled Water for lab use | \$ 24.75 |
| Synagro – May 2012 Sludge Haul | \$ 5463.96 |
| Fremont Industries – Polymer for sludge thickening | \$ 2659.50 |
| Trojan UV – UV Sensor Connector Ends | \$ 153.18 |
| Doheney Supplies – PACP Certification class | \$ 900.00 |
| MWEA – Math class for Tim | \$ 180.00 |
| USA Bluebook – Lever hoist, Zoeller Effluent pump, Stenner parts | \$ 590.96 |
| | <hr/> |
| Total Expenses | \$ 9972.35 |
| Total Spent YTD | \$33139.78 |

WASTEWATER COLLECTION SYSTEM ACTIVITY

| | |
|--|-----------|
| Sewer Trouble Spots sections cleaned | 1150 feet |
| Routine cleaning | 0 feet |
| Sewer call outs due to building services | 0 |
| Sewer call outs due to plugged City main | 1 |
| New connections to sewer main | 0 |
| Building Services TV Inspected | 0 |
| Building Services Inspected | 0 |

SEWER CALLOUTS

March 25, 2013

A call was received at the WWTP from Max Lanz of 290 Crescent Dr. He stated that he was experiencing a sewer back-up at his residence. Mike Owen was dispatched to investigate the problem. He arrived at the house at 9:30AM and immediately checked the flow at manholes C134 and C136. He found that the City sewer main had a blockage. Mike returned to the DPW garage to get the Vac truck and Tim Krizov. They then cleared the blockage in the sewer main. The homeowner stated that no damages had occurred as a result of the back-up.

Respectively Submitted,

Doug Sherman
WWTP Superintendent

City Of Portland
 Water Department
 Monthly Water Report
 March 2013

| Monthly Water Production | | Daily Water Production | |
|--|-------------------|------------------------|-----------------|
| Well #4 | 7,531,000 Gallons | Well #4 | 242,935 Gallons |
| Well #5 | 0 Gallons | Well #5 | 0 Gallons |
| Well #6 | 0 Gallons | Well #6 | 0 Gallons |
| Well #7 | 1,000 Gallons | Well #7 | 32 Gallons |
| Daily Average Water Production For All Wells | | 242,967 | Gallons |
| Total Water Production For The Month | | 7,532,000 | Gallons |
| Total Water Production For The Previous Month | | 7,841,000 | Gallons |
| Total Production Decreased By | | 309,000 | Gallons |
| Total Production For This Month From The Previous Year | | 9,399,000 | Gallons |
| Total Production Decreased By | | 1,867,000 | Gallons |

Kenneth L Gensterblum
Water Technician



Executive Summary:

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

Portland Light and Power Board Summary

| Application Count | kWh Goal | kWh Savings | % to Goal | Incentive Budget | Incentive | % to Budget |
|--------------------------|-----------|-------------|-----------|------------------|-----------|-------------|
| Residential HVAC | 5,931.00 | 4,140.00 | 70.96% | \$2,413.00 | \$840.00 | 34.81% |
| Realized : 5 | | 4,140.00 | 70.96% | | \$840.00 | 34.81% |
| Small Business DI | 13,693.00 | 14,665.00 | 108.55% | | | |
| Realized : 7 | | 14,665.00 | 108.55% | | | |

**Small Business Direct Install Program
Goal Of 13,693.00 Annual kWh Savings**

| Month | CFL 9W | CFL 13W | CFL 20W | CFL 23W | CFL SPC | LED Exit Sign | Pre-Rinse Sprayer | Program. T-Stat | Vend Mach Cntrls | # of Installs | Total kWh | kWh to Goal % |
|---------------|--------|----------|----------|-----------|---------|---------------|-------------------|-----------------|------------------|---------------|---------------|----------------|
| 1/2013 | | 5 | 7 | 82 | | 1 | | | | 95 | 14,865 | 108.56% |
| Totals | | 5 | 7 | 82 | | 1 | | | | 95 | 14,865 | 108.56% |

Appliance Recycling & CFLs

Appliance Recycling Program

| Unit | Units | kWh Savings | Incentive | \$/kWh | kWh % to Goal |
|---------------|----------|--------------|--------------|---------------|---------------|
| Freezers | | | | | |
| Refrigerators | 3 | 3,783 | \$150 | \$0.04 | 7.41% |
| Totals | 3 | 3,783 | \$150 | \$0.04 | 7.41% |

| Unit | Units | kWh Savings | Incentive | \$/kWh | kWh % to Goal |
|------------------|-------|-------------|-----------|--------|---------------|
| Air Conditioners | | | | | |
| Dehumidifiers | | | | | |
| Totals | | | | | |

| Unit | Units | kWh Savings | Incentive | \$/kWh | kWh % to Goal |
|------|-------|-------------|-----------|--------|---------------|
| CFLs | | | | | |

Marketing Efforts:

Marketing Materials Planned and Implemented:
Residential - Program overview tri-fold brochure
C&I - Program overview sell sheets
Small Business - Installation form, tri-fold brochures

Outreach Efforts:

Outreach to residential and commercial and industrial contractors, outreach to business customers and facility walk-throughs

Upcoming Events:

Franklin Energy is researching local community events to possibly attend in your area.

Residential HVAC Summary:

| Customer | Status Date | kWh Savings | Incentive |
|-----------------------------------|-------------|-----------------|-----------------|
| Residential HVAC | | 4,140.00 | \$840.00 |
| Paid | | | |
| Arlene Challender - 1020 Brush St | 3/18/2013 | 730.00 | \$150.00 |
| Brad Pung - 6722 Mulder Dr | 3/18/2013 | 1,220.00 | \$240.00 |
| Gordon Hoppes - 634 Orchard Ct | 3/18/2013 | 730.00 | \$150.00 |
| Lyle Braley - 417 Detroit St | 3/18/2013 | 730.00 | \$150.00 |
| Steven Calley - 990 Marshall St | 3/18/2013 | 730.00 | \$150.00 |

Small Business DI Summary:

| | | |
|--------------------------|------------------|------------|
| Small Business DI | 14,865.00 | \$- |
|--------------------------|------------------|------------|

Component Detail

Residential HVAC Efficient Appliances

| Account Number | Component | Total Qty | kWh/Unit | kWh Savings | Incentive/Unit | Incentive |
|----------------|---|-----------|----------|-------------|----------------|-----------|
| Paid | | | | | | |
| 04-06600-1 | Arlene Challenger - 1020 Brush St Total Project Cost: \$ | | | | | |
| | <i>Residential Furnace w/ECM MPPA 2013</i> | 1 | 730.00 | 730.00 | 150.00 | 150.00 |
| 12-14400-2 | Brad Pung - 6722 Mulder Dr Total Project Cost: \$ | | | | | |
| | <i>Residential CAC - 15 SEER MPPA 2013</i> | 1 | 170.00 | 170.00 | 75.00 | 75.00 |
| | <i>Residential Furnace w/ECM MPPA 2013</i> | 1 | 730.00 | 730.00 | 150.00 | 150.00 |
| | <i>Residential T-Stat MPPA 2013</i> | 1 | 320.00 | 320.00 | 15.00 | 15.00 |
| 06-12200-1 | Gordon Hoppes - 634 Orchard Ct Total Project Cost: \$ | | | | | |
| | <i>Residential Furnace w/ECM MPPA 2013</i> | 1 | 730.00 | 730.00 | 150.00 | 150.00 |
| 09-01900-1 | Lyle Braley - 417 Detroit St Total Project Cost: \$ | | | | | |
| | <i>Residential Furnace w/ECM MPPA 2013</i> | 1 | 730.00 | 730.00 | 150.00 | 150.00 |
| 11-15800-5 | Steven Calley - 990 Marshall St Total Project Cost: \$ | | | | | |
| | <i>Residential Furnace w/ECM MPPA 2013</i> | 1 | 730.00 | 730.00 | 150.00 | 150.00 |

Small Business DLI

| Account Number | Component | Total Qty | kWh/Unit | kWh Savings | Incentive/Unit | Incentive |
|----------------|---|-----------|----------|-------------|----------------|-----------|
| Work Complete | | | | | | |
| 01-00700-3 | Big D's Smoke Shop - 244 Kent St Total Project Cost: \$ | | | | | |
| | <i>23W CFL -SBDI 2013</i> | 10 | 156.00 | 1,560.00 | 0.00 | 0.00 |
| | Catherine Hoort Law Office - 230 Kent St Total Project Cost: \$ | | | | | |
| | <i>23W CFL -SBDI 2013</i> | 18 | 156.00 | 2,808.00 | 0.00 | 0.00 |
| | <i>LED Exit Sign -SBDI 2013</i> | 1 | 201.00 | 201.00 | 0.00 | 0.00 |
| 01-05200-1 | Clippers Hair Design - 1335 E Grand River Total Project Cost: \$ | | | | | |
| | <i>23W CFL -SBDI 2013</i> | 2 | 156.00 | 312.00 | 0.00 | 0.00 |
| | Kiebler Agency - 147 Kent St Total Project Cost: \$ | | | | | |
| | <i>23W CFL -SBDI 2013</i> | 14 | 156.00 | 2,184.00 | 0.00 | 0.00 |
| | Rush Framing - 143 Kent St Total Project Cost: \$ | | | | | |
| | <i>23W CFL -SBDI 2013</i> | 20 | 156.00 | 3,120.00 | 0.00 | 0.00 |
| | United Methodist Church - 310 E Bridge St Total Project Cost: \$ | | | | | |
| | <i>23W CFL -SBDI 2013</i> | 8 | 156.00 | 1,248.00 | 0.00 | 0.00 |
| | Willemin Chiropractic - 912 E Grand River Total Project Cost: \$ | | | | | |
| | <i>13W CFL -SBDI 2013</i> | 5 | 156.00 | 780.00 | 0.00 | 0.00 |
| | <i>20W CFL -SBDI 2013</i> | 7 | 156.00 | 1,092.00 | 0.00 | 0.00 |
| | <i>23W CFL -SBDI 2013</i> | 10 | 156.00 | 1,560.00 | 0.00 | 0.00 |

User: NIKKI
DB: Portland

PERIOD ENDING 03/31/2013

| GL NUMBER | DESCRIPTION | 2012-13 AMENDED BUDGET | END BALANCE 03/31/2013 NORMAL (ABNORMAL) | ACTIVITY FOR MONTH 03/31/2013 INCREASE (DECREASE) | AVAILABLE BALANCE NORMAL (ABNORMAL) | % BDGT USED |
|---|-------------|------------------------------|--|---|---|----------------|
| Fund 105 - INCOME TAX FUND: | | | | | | |
| TOTAL REVENUES | | 684,073.00 | 337,604.75 | 3.68 | 346,468.25 | 49.35 |
| TOTAL EXPENDITURES | | 836,205.00 | 726,549.80 | 626,391.49 | 109,655.20 | 86.89 |
| NET OF REVENUES & EXPENDITURES | | (152,132.00) | (388,945.05) | (626,387.81) | 236,813.05 | 255.66 |
| Fund 150 - CEMETERY PERPETUAL CARE FUND: | | | | | | |
| TOTAL REVENUES | | 2,500.00 | 1,600.00 | 0.00 | 900.00 | 64.00 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | 2,500.00 | 1,600.00 | 0.00 | 900.00 | 64.00 |
| Fund 202 - MAJOR STREETS FUND: | | | | | | |
| TOTAL REVENUES | | 325,800.00 | 244,720.41 | 17,352.37 | 81,079.59 | 75.11 |
| TOTAL EXPENDITURES | | 405,032.00 | 320,192.17 | 18,670.43 | 84,839.83 | 79.05 |
| NET OF REVENUES & EXPENDITURES | | (79,232.00) | (75,471.76) | (1,318.06) | (3,760.24) | 95.25 |
| Fund 203 - LOCAL STREETS FUND: | | | | | | |
| TOTAL REVENUES | | 226,700.00 | 185,778.24 | 6,082.49 | 40,921.76 | 81.95 |
| TOTAL EXPENDITURES | | 250,455.00 | 181,107.99 | 11,529.06 | 69,347.01 | 72.31 |
| NET OF REVENUES & EXPENDITURES | | (23,755.00) | 4,670.25 | (5,446.57) | (28,425.25) | (19.66) |
| Fund 208 - RECREATION FUND: | | | | | | |
| TOTAL REVENUES | | 117,500.00 | 83,547.71 | 10,605.39 | 33,952.29 | 71.10 |
| TOTAL EXPENDITURES | | 117,457.00 | 87,659.44 | 9,787.03 | 29,797.56 | 74.63 |
| NET OF REVENUES & EXPENDITURES | | 43.00 | (4,111.73) | 818.36 | 4,154.73 | (9,562.1) |
| Fund 210 - AMBULANCE FUND: | | | | | | |
| TOTAL REVENUES | | 484,151.00 | 411,659.71 | 64,378.48 | 72,491.29 | 85.03 |
| TOTAL EXPENDITURES | | 483,310.00 | 336,101.24 | 31,975.06 | 147,208.76 | 69.54 |
| NET OF REVENUES & EXPENDITURES | | 841.00 | 75,558.47 | 32,403.42 | (74,717.47) | 8,984.36 |
| Fund 245 - MSHDA LOFT FUND: | | | | | | |
| TOTAL REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fund 248 - DDA FUND: | | | | | | |
| TOTAL REVENUES | | 331,170.00 | 267,081.51 | 669.41 | 64,088.49 | 80.65 |
| TOTAL EXPENDITURES | | 463,403.82 | 373,662.95 | 18,100.43 | 89,740.87 | 80.63 |
| NET OF REVENUES & EXPENDITURES | | (132,233.82) | (106,581.44) | (17,431.02) | (25,652.38) | 80.60 |
| Fund 405 - WELLHEAD IMPROVEMENT FUND: | | | | | | |
| TOTAL REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT: | | | | | | |
| TOTAL REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fund 520 - REFUSE SERVICE FUND: | | | | | | |
| TOTAL REVENUES | | 90,800.00 | 73,133.77 | 7,960.08 | 17,666.23 | 80.54 |
| TOTAL EXPENDITURES | | 90,550.00 | 61,104.79 | 0.00 | 29,445.21 | 67.48 |
| NET OF REVENUES & EXPENDITURES | | 250.00 | 12,028.98 | 7,960.08 | (11,778.98) | 4,811.59 |

User: NIKKI
DB: Portland

PERIOD ENDING 03/31/2013

| GL NUMBER | DESCRIPTION | 2012-13 AMENDED BUDGET | END BALANCE 03/31/2013 NORMAL (ABNORMAL) | ACTIVITY FOR MONTH 03/31/2013 INCREASE (DECREASE) | AVAILABLE BALANCE NORMAL (ABNORMAL) | % BDGT USED |
|-------------------------------------|-------------|------------------------------|--|---|---|----------------|
| Fund 528: | | | | | | |
| TOTAL REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fund 582 - ELECTRIC FUND: | | | | | | |
| TOTAL REVENUES | | 3,570,278.00 | 2,638,686.89 | 303,793.01 | 931,591.11 | 73.91 |
| TOTAL EXPENDITURES | | 4,465,605.00 | 2,820,859.54 | 246,782.34 | 1,644,745.46 | 63.17 |
| NET OF REVENUES & EXPENDITURES | | (895,327.00) | (182,172.65) | 57,010.67 | (713,154.35) | 20.35 |
| Fund 590 - WASTEWATER FUND: | | | | | | |
| TOTAL REVENUES | | 792,114.00 | 719,977.15 | 63,336.39 | 72,136.85 | 90.89 |
| TOTAL EXPENDITURES | | 752,792.00 | 790,066.03 | 182,500.57 | (37,274.03) | 104.95 |
| NET OF REVENUES & EXPENDITURES | | 39,322.00 | (70,088.88) | (119,164.18) | 109,410.88 | (178.24) |
| Fund 591 - WATER FUND: | | | | | | |
| TOTAL REVENUES | | 610,602.29 | 425,416.89 | 44,356.19 | 185,185.40 | 69.67 |
| TOTAL EXPENDITURES | | 709,750.80 | 496,909.82 | 37,208.26 | 212,840.98 | 70.01 |
| NET OF REVENUES & EXPENDITURES | | (99,148.51) | (71,492.93) | 7,147.93 | (27,655.58) | 72.11 |
| Fund 661 - MOTOR POOL FUND: | | | | | | |
| TOTAL REVENUES | | 364,260.00 | 309,181.35 | 122,081.84 | 55,078.65 | 84.88 |
| TOTAL EXPENDITURES | | 466,992.00 | 328,810.20 | 102,675.79 | 138,181.80 | 70.41 |
| NET OF REVENUES & EXPENDITURES | | (102,732.00) | (19,628.85) | 19,406.05 | (83,103.15) | 19.11 |
| Fund 662 - INTERNAL SERVICE FUND: | | | | | | |
| TOTAL REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fund 812 - SPECIAL ASSESSMENT FUND: | | | | | | |
| TOTAL REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES - ALL FUNDS | | 7,599,948.29 | 5,698,388.38 | 640,619.33 | 1,901,559.91 | 74.98 |
| TOTAL EXPENDITURES - ALL FUNDS | | 9,041,552.62 | 6,523,023.97 | 1,285,620.46 | 2,518,528.65 | 72.14 |
| NET OF REVENUES & EXPENDITURES | | (1,441,604.33) | (824,635.59) | (645,001.13) | (616,968.74) | 57.20 |

User: NIKKI
DB: Portland

PERIOD ENDING 03/31/2013

| GL NUMBER | DESCRIPTION | 2012-13 | END BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|-------------------------|--------------------------------|-------------------|--------------------------|---|------------------------------|----------------|
| | | AMENDED BUDGET | 03/31/2013 (ABNORMAL) | MONTH 03/31/2013 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 101 - GENERAL FUND | | | | | | |
| Revenues | | | | | | |
| 101-000-402.000 | REAL PROPERTY TAXES | 975,000.00 | 897,208.68 | 1,075.39 | 77,791.32 | 92.02 |
| 101-000-428.000 | PILOT-Golden Bridge Manor | 6,950.00 | 0.00 | 0.00 | 6,950.00 | 0.00 |
| 101-000-445.000 | PENALTY & INTEREST | 7,000.00 | 4,737.20 | 360.13 | 2,262.80 | 67.67 |
| 101-000-445.022 | 1994A SPEC ASSESS - INTEREST | 500.00 | 417.17 | 0.00 | 82.83 | 83.43 |
| 101-000-447.000 | TAX COLLECTION FEES | 41,000.00 | 38,591.72 | 187.05 | 2,408.28 | 94.13 |
| 101-000-448.000 | SPECIAL ASSESSMENT FEES | 0.00 | 21.78 | 0.00 | (21.78) | 100.00 |
| 101-000-451.000 | BUSINESS PERMITS | 0.00 | 767.07 | 0.00 | (767.07) | 100.00 |
| 101-000-453.000 | CABLE TV FEES | 16,000.00 | 28,231.66 | 28,231.66 | (12,231.66) | 176.45 |
| 101-000-455.000 | TRAILER FEES | 500.00 | 2,655.00 | 36.00 | (2,155.00) | 531.00 |
| 101-000-476.000 | NON-BUSINESS PERMITS | 1,500.00 | (85.00) | (95.00) | 1,585.00 | (5.67) |
| 101-000-490.000 | PREPAID UTILITY BILLS-EL,WA,WW | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-501.000 | CHRC-FEDERAL STIMULUS GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-510.000 | COPS-CHRP GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-543.000 | ACT 302 POLICE TRAINING GRANT | 1,200.00 | 562.02 | 0.00 | 637.98 | 46.84 |
| 101-000-570.000 | LIQUOR FEES | 3,000.00 | 3,137.75 | 0.00 | (137.75) | 104.59 |
| 101-000-575.000 | REVENUE SHARING-CONST SALES | 279,196.00 | 193,274.00 | 0.00 | 85,922.00 | 69.23 |
| 101-000-576.000 | REVENUE SHARING-STAT SALES | 91,818.00 | 64,491.00 | 0.00 | 27,327.00 | 70.24 |
| 101-000-577.000 | CONTRIBUTION FROM STATE -GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-620.000 | PBT TESTING FEES | 8,500.00 | 3,577.00 | 199.00 | 4,923.00 | 42.08 |
| 101-000-622.000 | DEVELOPMENT AND REVIEW FEES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-623.000 | TRANSCRIPT FEES | 300.00 | 554.08 | 41.58 | (254.08) | 184.69 |
| 101-000-624.000 | MISCELLANEOUS FEES | 0.00 | 69.74 | 1.38 | (69.74) | 100.00 |
| 101-000-628.000 | ADMINISTRATIVE CHARGES | 328,257.00 | 243,045.00 | 26,570.00 | 85,212.00 | 74.04 |
| 101-000-629.000 | TOWNSHIP FIRE FEES | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 0.00 |
| 101-000-630.000 | CEMETERY LOT SALES | 2,000.00 | 2,725.00 | 0.00 | (725.00) | 136.25 |
| 101-000-633.000 | CEMETERY CARE FEES | 5,000.00 | 2,221.80 | 0.00 | 2,778.20 | 44.44 |
| 101-000-634.000 | GRAVE OPENING FEES | 8,000.00 | 8,800.00 | 500.00 | (800.00) | 110.00 |
| 101-000-656.000 | DISTRICT COURT FINES | 16,000.00 | 11,500.22 | 1,570.08 | 4,499.78 | 71.88 |
| 101-000-661.000 | PARKING FINES | 1,500.00 | 3,041.00 | 483.00 | (1,541.00) | 202.73 |
| 101-000-662.000 | DRUG FORFEITURE MONEY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-663.000 | MISCELLANEOUS FINES | 3,000.00 | 2,095.79 | 288.17 | 904.21 | 69.86 |
| 101-000-664.000 | SEX OFFENDER REGISTRATION FEES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-665.000 | INTEREST INCOME | 1,000.00 | 382.83 | 36.05 | 617.17 | 38.28 |
| 101-000-665.002 | INTEREST INCOME-PERPETUAL CARE | 300.00 | 556.17 | 19.95 | (256.17) | 185.39 |
| 101-000-665.003 | INTEREST INCOME-CURRENT TAX | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-667.000 | RENTAL INCOME | 7,315.00 | 620.00 | 35.00 | 6,695.00 | 8.48 |
| 101-000-669.000 | PRINCIPAL PAYMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-676.001 | DONATIONS-MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-676.002 | DONATION - POLICE EXPLORERS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-676.004 | DONATION-OLD MILL BUILDING | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 101-000-676.005 | DONATION - DARE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-676.006 | DONATION - PARKS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-676.007 | DONATION - PORTLAND TWP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-677.000 | MOWING/STUMP/SNOW REMOVAL | 500.00 | 850.18 | 0.00 | (350.18) | 170.04 |
| 101-000-678.002 | REIMBURSEMENTS-AMBULANCE COLL. | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-678.003 | REIMBURSEMENTS-RAILROAD LEASES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-678.004 | REIMBURSEMENTS-PATROL | 0.00 | 937.50 | 0.00 | (937.50) | 100.00 |
| 101-000-678.005 | REIMBURSEMENTS-WORKER'S COMP | 2,500.00 | 1,657.00 | 72.00 | 843.00 | 66.28 |
| 101-000-678.006 | REIMBURSEMENTS- MISCELLANEOUS | 18,000.00 | 37,356.68 | 333.97 | (19,356.68) | 207.54 |
| 101-000-678.007 | REIMBURSEMENTS-PAMA | 665.00 | 605.40 | 0.00 | 59.60 | 91.04 |
| 101-000-678.008 | REIMBURSEMENTS-RETIREE HEALTH | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-678.009 | REIMBURSEMENTS-RETIREE LIFE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-683.022 | 1994A SPEC ASSESS - PRINCIPAL | 1,300.00 | 1,155.61 | 0.00 | 144.39 | 88.89 |
| 101-000-694.000 | SALE OF LAND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-698.000 | LOAN PROCEEDS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-698.002 | BOND PROCEEDS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

PERIOD ENDING 03/31/2013

| GL NUMBER | DESCRIPTION | 2012-13 | END BALANCE | ACTIVITY FOR | AVAILABLE | % BDTG USED |
|--------------------------------|----------------------------------|-------------------|---------------------------------|---|------------------------------|----------------|
| | | AMENDED BUDGET | 03/31/2013 NORMAL (ABNORMAL) | MONTH 03/31/2013 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 101 - GENERAL FUND | | | | | | |
| Revenues | | | | | | |
| 101-000-699.001 | TRANSFER FROM VOL FIRE DEPT. | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-699.105 | CONTRIBUTION FROM INCOME TAX | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-699.403 | TRANSFER FROM DNR/MDOT GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-699.406 | TRANSFER FROM BOARDWALK FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-000-699.582 | TRANSFER FROM ELECTRIC (IN LIEU | 49,792.00 | 24,896.00 | 0.00 | 24,896.00 | 50.00 |
| 101-000-699.590 | TRANS FROM WASTEWATER (IN LIEU O | 31,764.00 | 15,882.00 | 0.00 | 15,882.00 | 50.00 |
| 101-000-699.591 | TRANSFER FROM WATER (IN LIEU OF | 31,764.00 | 15,882.00 | 0.00 | 15,882.00 | 50.00 |
| 101-000-699.812 | TRANSFER FROM SPECIAL ASSESSMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL Revenues | | 2,034,121.00 | 1,612,421.05 | 59,945.41 | 421,699.95 | 79.27 |
| Expenditures | | | | | | |
| 100 | COUNCIL | 123,657.00 | 119,083.10 | 100,400.00 | 4,573.90 | 96.30 |
| 101 | COMMUNITY PROMOTIONS | 183,265.00 | 141,567.48 | 9,776.24 | 41,697.52 | 77.25 |
| 172 | CITY MANAGER | 153,179.00 | 107,425.11 | 11,102.59 | 45,753.89 | 70.13 |
| 191 | ELECTIONS | 7,400.00 | 4,584.76 | 18.00 | 2,815.24 | 61.96 |
| 201 | GENERAL ADMINISTRATION | 321,900.00 | 228,182.26 | 19,356.28 | 93,717.74 | 70.89 |
| 209 | ASSESSING | 48,833.00 | 32,626.18 | 3,004.53 | 16,206.82 | 66.81 |
| 265 | CITY HALL | 61,256.00 | 40,192.87 | 2,223.87 | 21,063.13 | 65.61 |
| 276 | CEMETERY | 157,110.00 | 74,263.85 | 5,017.24 | 82,846.15 | 47.27 |
| 301 | POLICE | 645,868.00 | 402,904.68 | 46,713.39 | 242,963.32 | 62.38 |
| 336 | FIRE | 101,677.00 | 101,633.53 | 21,059.98 | 43.47 | 99.96 |
| 371 | CODE ENFORCEMENT | 59,824.00 | 39,812.13 | 3,283.99 | 20,011.87 | 66.55 |
| 728 | ECONOMIC DEVELOPMENT | 7,500.00 | 5,259.53 | 645.06 | 2,240.47 | 70.13 |
| 751 | PARKS | 139,164.00 | 80,765.63 | 5,729.99 | 58,398.37 | 58.04 |
| 999 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL Expenditures | | 2,010,633.00 | 1,378,301.11 | 228,331.16 | 632,331.89 | 68.55 |
| Fund 101 - GENERAL FUND: | | | | | | |
| TOTAL REVENUES | | 2,034,121.00 | 1,612,421.05 | 59,945.41 | 421,699.95 | 79.27 |
| TOTAL EXPENDITURES | | 2,010,633.00 | 1,378,301.11 | 228,331.16 | 632,331.89 | 68.55 |
| NET OF REVENUES & EXPENDITURES | | 23,488.00 | 234,119.94 | (168,385.75) | (210,631.94) | 996.76 |

DATE APPLIED 7/11/13

FOR HOLLAND

CITY OF HOLLAND CONTROL # _____

DATE APPROVED _____

TRANSIENT TRADERS' LICENSE

Fill out completely, return to City Clerk for Council Approval

NAME RUDY RODRIGUEZ ADDRESS 6778 N 525 W TELE NO. 260 243 2929

Soc. Sec # _____ Drivers Lic # _____ State of Issue: _____ Lic Plate # : _____

Company Represented: NON STOP FIREWORK SHOP

Address: 6778 N 525 W ANGOLA TN 376703

Nature of Business SALES OF MICHIGAN LEGAL FIREWORKS

Transient Traders License being applied for:

Date: JUNE 8th → JULY 10th Time: 2AM TO MIDNIGHT

Place of business 143.3 E GRAND RIVER

Goods to be sold: CLASS "C" FIREWORKS

If food - Health Department Permit # _____

Per Ordinance #44, 1972, a penal sum of \$1,000 (surety bond) shall be filed with the City to insure that the applicant will in all respects comply with and faithfully observe all the requirements of this license.

Insurance Company: WESTERN SURETY COMPANY

City Council Approval: _____ (date)

Bond filed: _____

Fee Paid: _____

is covered _____

Signature of Applicant: [Signature]
NON STOP FIREWORK SHOP

PAGE # 4
Sec. # 7

(#1) ACI # 256
SECTION 20.457
SECTION 20.467

Act No. 256
Public Acts of 2011
Approved by the Governor
December 13, 2011
Filed with the Secretary of State
December 14, 2011
EFFECTIVE DATE: January 1, 2012

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2011**

Introduced by Reps. Haugh, Liss, Dillon, Melton, Roy Schmidt, Hobbs, Durhal, Hammel, Franz, McCann, Stanley, Lane, Stapleton, Jackson, Nathan, Brown, Huuki, Foster, Shirkey, Lori, Pettalia, Tyler, Lipton, Geiss, Barnett, Rogers, Kandrevas, Wayne Schmidt, Stallworth, Howze, Rutledge, Santana, Womack, Walsh, Constan, Smiley, Townsend, McBroom, Irwin, Olumba and Oakes

ENROLLED HOUSE BILL No. 4293

AN ACT to revise, consolidate, and codify the laws relating to certain fireworks; to regulate the purchase, possession, sale, and use of certain fireworks; to establish a fireworks safety fund; to establish a fireworks safety fee; to provide for the transfer and expenditure of funds; to prescribe the powers and duties of certain state agencies; to provide for penalties and remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Michigan fireworks safety act".

Sec. 2. As used in this act:

(a) "Agricultural and wildlife fireworks" means fireworks devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the United States department of the interior or the department of natural resources of this state.

(b) "APA standard 87-1" means 2001 APA standard 87-1, standard for construction and approval for transportation of fireworks, novelties, and theatrical pyrotechnics, published by the American pyrotechnics association of Bethesda, Maryland.

(c) "Articles pyrotechnic" means pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction but not intended for consumer use, that meet the weight limits for consumer fireworks but are not labeled as such, and that are classified as UN0431 or UN0432 under 49 CFR 172.101.

(d) "Commercial manufacturer" means a person engaged in the manufacture of consumer fireworks.

(e) "Consumer fireworks" means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer product safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.

(f) "Consumer fireworks certificate" means a certificate issued under section 4.

(g) "Department" means the department of licensing and regulatory affairs.

(h) "Display fireworks" means large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as provided in 27 CFR 555.11, 49 CFR 172, and APA standard 87-1, 4.1.

(i) "Firework" or "fireworks" means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.

(j) "Local unit of government" means a city, village, or township.

(k) "Low-impact fireworks" means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.

(l) "Minor" means an individual who is less than 18 years of age.

(m) "NFPA" means the national fire protection association headquartered at 1 Batterymarch Park, Quincy, Massachusetts.

(n) "NFPA 1" means the uniform fire code, 2006 edition, developed by NFPA.

(o) "NFPA 72" means the "National Fire Alarm Code", 2002 edition, developed by NFPA.

(p) "NFPA 101" means the "Life Safety Code", 2009 edition, developed by NFPA.

(q) "NFPA 1123" means the "Code for Fireworks Display", 2010 edition, developed by NFPA.

(r) "NFPA 1124" means the "Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles", 2006 edition, developed by NFPA.

(s) "NFPA 1126" means the "Standard for the Use of Pyrotechnics Before a Proximate Audience", 2011 edition, developed by NFPA.

(t) "Novelties" means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:

(i) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.

(ii) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (i) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.

(iii) Flitter sparklers in paper tubes not exceeding 1/8 inch in diameter.

(iv) Toy snakes not containing mercury, if packed in cardboard boxes with not more than 12 pieces per box for retail sale and if the manufacturer's name and the quantity contained in each box are printed on the box; and toy smoke devices.

(u) "Permanent building or structure" is a building or structure that is affixed to a foundation on a site that has fixed utility connections and that is intended to remain on the site for more than 180 consecutive calendar days.

(v) "Person" means an individual, agent, association, charitable organization, company, limited liability company, corporation, labor organization, legal representative, partnership, unincorporated organization, or any other legal or commercial entity.

(w) "Retailer" means a person who sells consumer fireworks or low-impact fireworks for resale to an individual for ultimate use.

(x) "Retail location" means a facility listed under NFPA 1124, 7.1.2.

(y) "Special effects" means a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical, or opera production or live entertainment.

(z) "State fire marshal" means the state fire marshal appointed under section 1b of the fire prevention code, 1941 PA 207, MCL 29.1b.

(aa) "Warehouse" means a permanent building or structure used primarily for the storage of consumer fireworks or low-impact fireworks.

(bb) "Wholesaler" means any person who sells consumer fireworks or low-impact fireworks to a retailer or any other person for resale. Wholesaler does not include a person who sells only display fireworks or special effects.

Sec. 3. This act does not apply to novelties. Nothing in this act allows a local unit of government to enact or enforce an ordinance, code, or regulation pertaining to, or in any manner regulating, the sale, storage, display for sale, transportation, use, or distribution of novelties.

Sec. 4. (1) A person shall not sell consumer fireworks unless the person annually obtains a consumer fireworks certificate from the department under this section. A person who knows, or should know, that he or she is required to comply with this subsection and who fails or neglects to do so is guilty of a misdemeanor punishable by imprisonment for not more than 2 years or a fine of not more than \$5,000.00 for each day the person is in violation of this subsection, or both.

(2) An application for a consumer fireworks certificate shall meet all of the following requirements:

(a) Before January 1, 2012, the application shall be submitted not less than 90 days before the applicant sells consumer fireworks.

(b) Beginning January 1, 2012, the application shall be submitted no later than April 1 of each year in which consumer fireworks are to be sold.

(c) The application shall list the name and address of each retail location from which consumer fireworks are to be sold.

(d) Until January 1, 2014, the application shall be accompanied by a fee of \$1,000.00 for a certificate for each retail location that is a permanent building or structure or \$600.00 for each retail location that is not a permanent building or structure. Until January 1, 2014, the fireworks certificate fee required to be paid for a retail location that is not a permanent building or structure shall not exceed 60% of the fireworks certificate fee for a retail location that is a permanent building or structure.

(e) The application shall be accompanied by a copy of the applicant's current sales tax license, including the applicant's account number, issued by the department of treasury for each retail location where consumer fireworks are to be sold by the applicant.

(3) A consumer fireworks certificate issued under this section is valid from the date of issue until April 30 of the year after it was issued. A person may renew a consumer fireworks certificate for a retail location by making application in the same manner as provided under subsection (2). However, the department shall not issue a renewal consumer fireworks certificate unless the department determines that the applicant properly remitted all of the fireworks safety fees required to be paid in the preceding year. The department shall provide to the department of treasury the sales tax license information received from the applicant and any additional information as may be necessary to allow the department of treasury to confirm that each sales tax license submitted by the applicant is current and valid. The department shall enter into an agreement with the department of treasury under section 28(1) of 1941 PA 122, MCL 205.28, that will allow the department of treasury to provide that information to the department. The department shall not issue an original or renewal consumer fireworks certificate to an applicant until the department of treasury has confirmed to the department that each sales tax license submitted by the applicant is current and valid.

(4) Not more than 30 days after an application is submitted to the department under this section, the department shall issue or deny issuance of a consumer fireworks certificate to the applicant and, if issuance is denied, shall indicate to the applicant the reason for denial.

(5) If the department denies issuance of a consumer fireworks certificate under this section, the applicant may cure any defect of the application within 45 days after the denial without paying an additional fee. The department shall not unreasonably delay or deny an application under this section.

(6) A consumer fireworks certificate is transferable upon approval by the department and the payment of a \$25.00 transfer fee. However, the department shall not approve the transfer of a consumer fireworks certificate unless the transferee satisfies eligibility requirements for an original consumer fireworks certificate under this act.

(7) The holder of a consumer fireworks certificate shall prominently display the original or copy of the certificate in the appropriate retail location. A person that violates this subsection is responsible for a civil fine of \$100.00. Each day that the consumer fireworks certificate is not displayed as provided under this subsection is a separate violation.

(8) The department shall not issue a consumer fireworks certificate to either of the following:

(a) A person that is ineligible under section 8(4).

(b) An individual who has been convicted of a felony involving theft, fraud, or arson.

(9) The face of the consumer fireworks certificate shall indicate the location or address for which it was issued.

(10) Fees collected under this section shall be deposited in the fireworks safety fund created under section 11.

Sec. 5. (1) Consumer fireworks shall only be sold from a retail location if all of the following applicable conditions are met:

(a) Except as provided in subdivision (b), a retail location satisfies the applicable requirements of NFPA 101 and NFPA 1124 not in conflict with this act.

(b) Beginning 1 year after the effective date of this act, a permanent building or structure shall be equipped with a fire suppression system in compliance with NFPA 1124.

(c) The retailer at that retail location is licensed under section 3 of the general sales tax act, 1933 PA 167, MCL 205.53.

(d) The retailer has a valid federal taxpayer identification number issued by the federal department of the treasury, internal revenue service. This requirement does not apply to a retailer that is a sole proprietorship.

(2) A person that knows, or should know, that he or she is required to comply with subsection (1) and who fails or neglects to do so is responsible for a civil fine of \$2,500.00 for each violation. Each day that a person is in noncompliance constitutes a separate violation.

(3) During periods when consumer fireworks are sold, each retail location selling consumer fireworks either shall be added as an additional insured, or public liability and product liability insurance coverage shall be obtained and maintained, in an amount not less than \$10,000,000.00 per occurrence. A person that knows, or should know, that he or she is required to comply with this subsection and who fails or neglects to do so is liable for a civil fine of not more than \$5,000.00.

Sec. 6. (1) The department shall establish and maintain, or cause to be created and maintained, an internet website that has as its purpose the protection of the residents of this state who purchase, use, or transport fireworks. The website shall include, at a minimum, both of the following:

(a) A list of every person and entity that is issued a consumer fireworks certificate under section 4.

(b) A low-impact fireworks retail registry. All of the following apply to the online low-impact fireworks retail registry:

(i) It shall be maintained and operated at no cost to a user.

(ii) The cost of its maintenance and operation shall be paid with funds described in section 11(4).

(iii) It shall provide for instant registry without condition.

(2) Beginning February 1, 2012, a person shall not sell low-impact fireworks unless he or she registers with the low-impact fireworks retail registry not less than 10 days before selling the fireworks in each calendar year.

(3) A person who sells low-impact fireworks at retail and who fails to register as described in this section shall cease the sale of low-impact fireworks until the person complies with subsection (2).

Sec. 7. (1) Except as provided in this act, a local unit of government shall not enact or enforce an ordinance, code, or regulation pertaining to or in any manner regulating the sale, display, storage, transportation, or distribution of fireworks regulated under this act.

(2) A local unit of government may enact an ordinance regulating the ignition, discharge, and use of consumer fireworks. However, an ordinance enacted under this subsection shall not regulate the use of consumer fireworks on the day preceding, the day of, or the day after a national holiday.

Sec. 8. (1) A user fee, known as the fireworks safety fee, is imposed on retail transactions made in this state for consumer fireworks and low-impact fireworks as provided in section 9.

(2) A person that acquires consumer fireworks or low-impact fireworks in a retail transaction is liable for the fireworks safety fee on the transaction and, except as otherwise provided in this act, shall pay the fireworks safety fee to the retailer as a separate added amount to the consideration in the transaction. The retailer shall collect the fireworks safety fee as an agent for the state.

(3) The fireworks safety fee shall be deposited in the fireworks safety fund created under section 11.

(4) A person that knows or should know that he or she is required to comply with the requirements of subsection (2) but fails to collect or remit a fireworks safety fee as required under this section is guilty of a misdemeanor punishable by a fine of not more than \$10,000.00. In addition, the person is ineligible to obtain a fireworks certificate for 1 year after conviction.

Sec. 9. (1) Except as provided in subsections (2) and (3), the fireworks safety fee is determined by the gross retail income from consumer fireworks and low-impact fireworks received by a retail merchant in a retail unitary transaction of consumer fireworks and low-impact fireworks and is imposed before any taxes are applied at the following rates:

| FIREWORKS SAFETY FEE | GROSS RETAIL INCOME FROM THE RETAIL UNITARY TRANSACTION | |
|----------------------------|--|-----------------------|
| \$ 0 | | less than \$ 0.08 |
| \$ 0.01 | at least \$ 0.08 | but less than \$ 0.24 |
| \$ 0.02 | at least \$ 0.24 | but less than \$ 0.40 |
| \$ 0.03 | at least \$ 0.40 | but less than \$ 0.56 |
| \$ 0.04 | at least \$ 0.56 | but less than \$ 0.72 |
| \$ 0.05 | at least \$ 0.72 | but less than \$ 0.88 |
| \$ 0.06 | at least \$ 0.88 | but less than \$ 1.04 |

(2) On a retail unitary transaction in which the gross retail income received by the retail merchant is \$1.04 or more, the fireworks safety fee is 6% of that gross retail income as determined before any taxes are applied.

(3) If the fireworks safety fee calculated under subsection (1) results in a fraction of 1/2 cent or more, the amount of the fireworks safety fee shall be rounded to the next additional cent.

(4) The retailer whose retail location is a permanent building or structure may retain 1% of the fireworks safety fees that the retailer collected under this section as a collection allowance.

Sec. 10. A retailer shall remit the fireworks safety fee as described in section 9 to the department on forms and in the manner prescribed by the department, shall hold the fireworks safety fees collected in trust for the state until remitted to the state, and is personally liable for the payment of the fireworks safety fee money to this state.

Sec. 11. (1) The fireworks safety fund is created within the department of treasury.

(2) The state treasurer may receive money or other assets from any source for deposit into the fund. The state treasurer shall direct the investment of the fund. The state treasurer shall credit to the fund interest and earnings from fund investments.

(3) Money in the fund at the close of the fiscal year shall remain in the fund and shall not lapse to the general fund.

(4) The department shall expend money deposited in the fund to carry out the purposes of this act, the fire prevention code, 1941 PA 207, MCL 29.1 to 29.33, and the firefighters training council created under section 3 of the firefighters training council act, 1966 PA 291, MCL 29.363. Of the first \$1,000,000.00 collected in the fireworks safety fund in each fiscal year, the department may expend not more than \$1,000,000.00 in discretionary grants to local units of government to defray inspection costs associated with the enforcement of this act.

Sec. 12. (1) A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission to use those fireworks on those premises. Except as otherwise provided in this subsection, a person that violates this subsection is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

(2) Consumer fireworks shall not be sold to a minor. A person that violates this subsection is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00. This age requirement shall be verified by any of the following:

(a) An operator's or chauffeur's license issued under the Michigan vehicle code, 1949 PA 300, MCL 257.1 to 257.923.

(b) An official state personal identification card issued under 1972 PA 222, MCL 28.291 to 28.300.

(c) An enhanced driver license or enhanced official state personal identification card issued under the enhanced driver license and enhanced official state personal identification card act, 2008 PA 23, MCL 28.301 to 28.303.

(d) A military identification card.

(e) A passport.

(f) Any other bona fide photograph identification that establishes the identity and age of the individual.

(3) An individual shall not use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance. As used in this subsection:

(a) "Alcoholic liquor" means that term as defined in section 1d of the Michigan vehicle code, 1949 PA 300, MCL 257.1d.

(b) "Controlled substance" means that term as defined in section 8b of the Michigan vehicle code, 1949 PA 300, MCL 257.8b.

(4) An individual who violates the smoking prohibition under NFPA 1124, 7.3.11.1 is guilty of a misdemeanor punishable by imprisonment for not more than 1 year or a fine of not more than \$1,000.00, or both.

(5) Signage stating the smoking prohibition described in subsection (4) satisfies the requirements of NFPA 1124.

Sec. 13. A wholesaler shall maintain a resident agent who resides in this state and who has a physical address in this state. A post office box is not a physical address for purposes of this section.

Sec. 14. (1) A governmental or law enforcement agency that identifies a firework that is in violation of this act shall secure the firework and immediately notify the department of the alleged violation. The department or law enforcement agency shall investigate the alleged violation for compliance with this act within a reasonable time.

(2) If the department or law enforcement agency determines that a violation of this act has occurred, except for a violation of section 6(2), the department or law enforcement agency may seize the firework as evidence of the violation. Evidence seized under this section shall be stored pending disposition of any criminal or civil proceedings arising from a violation of this act at the expense of the person, if the person is found guilty, responsible, or liable for the violation.

Sec. 15. (1) Fireworks seized for an alleged violation of this act shall be stored in compliance with this act and rules promulgated under this act.

(2) Following final disposition of a conviction for violating this act, the seizing agency in possession may dispose of or destroy any fireworks retained as evidence in that prosecution.

(3) The person from whom fireworks are seized under this act shall pay the actual costs of storage and disposal of the seized fireworks.

(4) The department of state police and the department may use fireworks described in subsection (2) for training purposes.

Sec. 16. (1) The legislative body of a city, village, or township, upon application in writing on forms provided by the department and payment of a fee set by the legislative body, if any, may grant a permit for the use of agricultural or wildlife fireworks, articles pyrotechnic, display fireworks, or special effects manufactured for outdoor pest control or agricultural purposes, or for public or private display within the city, village, or township by municipalities, fair associations, amusement parks, or other organizations or individuals approved by the city, village, or township authority, if the applicable provisions of this act are complied with. After a permit has been granted, sales, possession, or transportation of fireworks for the purposes described in the permit only may be made. A permit granted under this subsection is not transferable and shall not be issued to a minor.

(2) Before a permit for articles pyrotechnic or a display fireworks ignition is issued, the person, firm, or corporation applying for the permit shall furnish proof of financial responsibility by a bond or insurance in an amount, character, and form deemed necessary by the local governing authority to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the person, firm, or corporation or an agent or employee of the person, firm, or corporation, and to protect the public.

(3) A permit shall not be issued under this act to a nonresident person, firm, or corporation for ignition of articles pyrotechnic or display fireworks in this state until the person, firm, or corporation has appointed in writing a resident member of the bar of this state or a resident agent to be the legal representative upon whom all process in an action or proceeding against the person, firm, or corporation may be served.

(4) The local governing authority shall rule on the competency and qualifications of articles pyrotechnic and display fireworks operators as required under NFPA 1123, as the operator has furnished in his or her application form, and on the time, place, and safety aspects of the display of articles pyrotechnic or display fireworks before granting permits.

(5) A local unit of government that charges a fee to issue a permit under this section shall retain the fee paid.

Sec. 17. This act does not prohibit any of the following:

(a) A wholesaler, retailer, commercial manufacturer, or importer from selling, storing, using, transporting, or distributing consumer fireworks or low-impact fireworks.

(b) The use of fireworks by railroads or other transportation agencies or law enforcement agencies for signal purposes or illumination.

(c) The use of agricultural or wildlife fireworks.

(d) The sale or use of blank cartridges for any of the following:

(i) A show or play.

(ii) Signal or ceremonial purposes in athletics or sports.

(iii) Use by military organizations.

(iv) Use by law enforcement agencies.

(e) The possession, sale, or disposal of fireworks incidental to the public display of fireworks by wholesalers or other persons who possess a permit to possess, store, and sell explosives from the bureau of alcohol, tobacco, firearms, and explosives of the United States department of justice.

(f) Interstate wholesalers from selling, storing, using, transporting, or distributing fireworks.

Sec. 18. (1) Unless otherwise provided in this act, if a person knowingly, intentionally, or recklessly violates this act, the person is guilty of a crime as follows:

(a) Except as otherwise provided in this section, a misdemeanor punishable by imprisonment for not more than 30 days or a fine of not more than \$1,000.00, or both.

(b) If the violation causes damage to the property of another person, a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$5,000.00, or both.

(c) If the violation causes serious impairment of a body function of another person, a felony punishable by imprisonment for not more than 5 years or a fine of not more than \$5,000.00, or both. As used in this subdivision, "serious impairment of a body function" means that term as defined in section 58c of the Michigan vehicle code, 1949 PA 300, MCL 257.58c.

(d) If the violation causes the death of another person, a felony punishable by imprisonment for not more than 15 years or a fine of not more than \$10,000.00, or both.

(2) In addition to any other penalty imposed for the violation of this act, a person that is found guilty of a violation of this act shall be required to reimburse the appropriate governmental agency for the costs of storing seized fireworks that the governmental agency confiscated for a violation of this act. This reimbursement shall be in a form and at a time as required by the department and as otherwise required by law.

Sec. 19. The department may delegate authority and responsibility to carry out inspections and other duties under this act.

Sec. 20. (1) The department shall promulgate rules under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.323, to administer this act, including, but not limited to, all of the following:

(a) Create uniform applications and other forms for dissemination to and use by local units of government under this act.

(b) Procedures for the collection of application fees and fireworks safety fees.

(c) Enforcement of regulatory duties.

(d) The enforcement of age limitations.

(2) Rules promulgated under this section shall conform to the following codes developed by the national fire protection association, except for any code provision that conflicts with this act:

(a) NFPA 1123, code for fireworks display.

(b) NFPA 1124, code for manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles.

(c) NFPA 1126, standard for the use of pyrotechnics.

(3) The rules promulgated under former chapter XXXIX of the Michigan penal code, 1931 PA 328, MCL 750.243a to 750.243e, pertaining to the display of articles pyrotechnic and display fireworks that are in effect on the effective date of this act shall remain in effect until rescinded or otherwise changed according to law, as provided for in section 31 of the administrative procedures act of 1969, 1969 PA 306, MCL 24.231.

Sec. 21. No later than October 1, 2013, the state fire marshal shall provide a report to the legislature that details both of the following:

(a) The costs associated with the inspection of retail locations under this act. It is the intent of the legislature that the information described in this subdivision be used to determine the consumer fireworks certificate fee for each retail location under section 4 beginning January 1, 2014.

(b) The types and number of violations of this act.

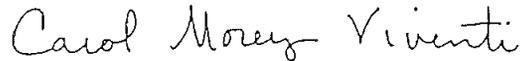
Enacting section 1. Chapter XXXIX of the Michigan penal code, 1931 PA 328, MCL 750.243a to 750.243e, is repealed.

Enacting section 2. This act takes effect January 1, 2012.

This act is ordered to take immediate effect.



.....
Clerk of the House of Representatives



.....
Secretary of the Senate

Approved

.....
Governor

NON STOP FIREWORKS SHOP

2013

ANGOLA INDIANA, 46703
260 243-2952

This contract is between the authorized manager(S) / owner(s) of the Property located at 1433 E GRAND RIVER and N.S.F.S. for the lease of this designated area described as follows: NORTHWEST CORNER OF PARKING LOT.

The purpose is to set up a fire retardant tent to display & sell our products. Non stop fireworks shop does meet and hold all licenses and insurances required by state and local ordnances (you will be provided with a copy) to be able to sell all Class "C" fireworks and novelty items. N.S.F.S does not hold property manager(s) / owner(s) responsible or accountable for accidents arising from the use / misuse or the sale of our products. By the signing the lease the authorized manager(s) / owner(s) agree not to allow any other person(s) or organization(s) to become directly or indirectly in competition or to hinder, stop, delay or cause to stop or delay the sales or display of our products on this property. The agreed upon amount for this lease is \$ 1000⁰⁰.00 (ONE THOUSAND) and will be paid in full before any sales start. The length of this contract is from June 8th through July 10th to give us ample time for set up & clean up. We leave the area in the same or better shape than when we started.

LEASOR :



Date

4/1/2013

LEASEE : Rudy Rodriguez Jr.

Electronic Signature



Date

03/05/2013

NEW CHINA BUFFET

★ EAT IN & CARRY OUT ★

Party Room Available 1495 E. Grand River Ave.,

OPEN HOURS: Portland, MI 48875

Mon. - Thurs.: 11:00 am - 9:00 pm

Fri. & Sat.: 11:00 am - 10:00 pm

Sun.: 11:00 am - 9:00 pm

Tel.: (517) 647-8888

(517) 647-8899

Rudy Rodriguez

260 243-2952

FIREWORKS

COPY 1

Michigan Compiled Laws Complete Through PA 127 & includes 129-144, 146, 147 & 151-153 of 2012

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Senate: Adjourned until Tuesday, June 12, 2012 10:00:00 AM[Home](#)[Register](#)[Why Register?](#)[Login](#)[News](#)[Help](#)**NAVIGATE SECTIONS**[MCL Chapter Index](#)[Chapter 28](#)[Act 256 of 2011](#)[Section 28.467](#)**Legislature**[Bills](#)
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[mcl 28 455](#)**Section 28.467**[friendly link](#) [Printer Friendly](#)**MICHIGAN FIREWORKS SAFETY ACT (EXCERPT)
Act 256 of 2011****28.467 Conduct not prohibited by act.**

Sec. 17.

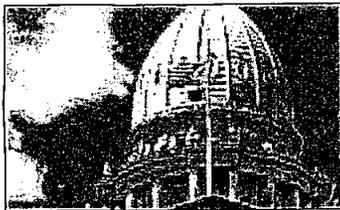
This act does not prohibit any of the following:

- (a) A wholesaler, retailer, commercial manufacturer, or importer from selling, storing, using, transporting, or distributing consumer fireworks or low-impact fireworks.
- (b) The use of fireworks by railroads or other transportation agencies or law enforcement agencies for signal purposes or illumination.
- (c) The use of agricultural or wildlife fireworks.
- (d) The sale or use of blank cartridges for any of the following:
- (i) A show or play.
- (ii) Signal or ceremonial purposes in athletics or sports.
- (iii) Use by military organizations.
- (iv) Use by law enforcement agencies.
- (e) The possession, sale, or disposal of fireworks incidental to the public display of fireworks by wholesalers or other persons who possess a permit to possess, store, and sell explosives from the bureau of alcohol, tobacco, firearms, and explosives of the United States department of justice.
- (f) Interstate wholesalers from selling, storing, using, transporting, or distributing fireworks.

History: 2011, Act 256, Eff. Jan. 1, 2012

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MICHIGAN LEGISLATIVE WEBSITE



Michigan Compiled Laws Complete Through PA 86 and Includes 89-127 & 135-137 of 2012

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MICHIGAN FIREWORKS SAFETY ACT (EXCERPT) Act 256 of 2011

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28.457 Local ordinances.

Sec. 7.

(1) Except as provided in this act, a local unit of government shall not enact or enforce an ordinance, code, or regulation pertaining to or in any manner regulating the sale, display, storage, transportation, or distribution of fireworks regulated under this act.

(2) A local unit of government may enact an ordinance regulating the ignition, discharge, and use of consumer fireworks. However, an ordinance enacted under this subsection shall not regulate the use of consumer fireworks on the day preceding, the day of, or the day after a national holiday.

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History: 2011, Act 256, Eff. Jan. 1, 2012

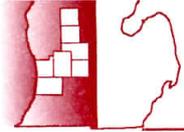
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April 9, 2013

Mr. Thomas Dempsey, Manager
City of Portland
259 Kent St.
Portland, Michigan 48875

Subject: Membership in the West Michigan Regional Planning Commission

Dear Mr. Dempsey,

I want to take a minute to thank the City of Portland for its membership in the West Michigan Regional Planning Commission (WMRPC) over the past few years and to let you know that Ionia County has decided to reinstate its membership. Countywide membership covers all of the communities within Ionia County and makes things a lot easier for everyone. With Countywide membership Portland will not be required to pay dues or appoint representatives to serve on the Commission.

When Ionia County discontinued its membership, I was worried that we would miss a lot of opportunities to work with the individual communities, but many communities, including Portland, stepped up and took on the membership challenge. This created additional responsibilities for the individual communities (dues, appointing representatives, attending meetings, etc.) and work for the WMRPC (keeping track of appointments, invoicing ten units, larger meetings, additional mailings, etc.).

During the three years without Countywide membership there were several successes that the WMRPC played a part in including a \$2.1 million Economic Development Administration grant for the Lakewood Wastewater Authority, three completed recreation plans, and two successful applications to the Michigan Natural Resources Trust Fund. Additionally, the WMRPC continued to administer Michigan's Transportation Asset Management program for the County and took up the Rural Task Force program for the County...as well as providing other services and keeping everybody informed of a variety of programs.

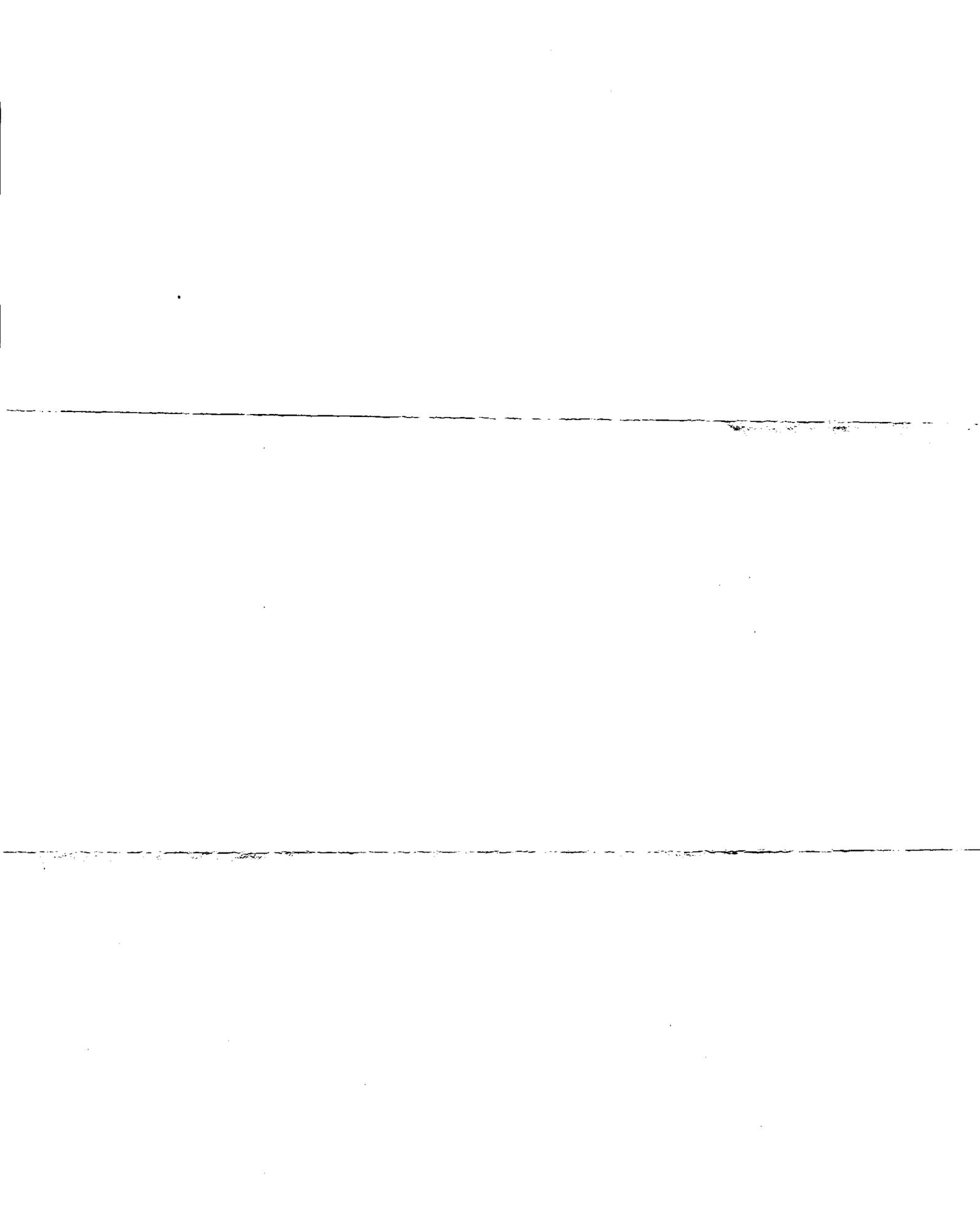
Thank you for your support of the WMRPC. Please call me if you have any questions.

Sincerely,

Dave Bee, AICP
Director

OUR MISSION STATEMENT

To assist planning efforts in community and economic development, provide a regional forum for sharing information and ideas, and promote cooperative solutions to regional issues.



Portland Area Municipal Authority

GOVERNMENTAL UNITS

City of Portland

Portland Township

Danby Township

MINUTES

January 8, 2013

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

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

SECRETARY'S REPORT:

- o Minutes approved by D. Pohl supported by D. Logel.

TREASURER'S REPORT:

- o Account charged \$5.00 monthly service charge
- o Account balance as of 12-31-12 \$742.53
- o CK # 542 for postage stamps \$9.00 reimbursement to K. Cook

OLD BUSINESS:

- o Additional estimate from Blue Water Electric L.L.C. was presented by R. Foote for electrical upgrades needed for vehicle radio chargers

NEW BUSINESS:

- o Dates of meetings for 2013 are April 9th, July 2nd, October 1st, and January 7, 2014
- o Election of officers for 2013
- o Motion made by D. Pohl seconded by K. Cook to name D. Logel as chairman, motion approved
- o Motion made by D. Logel seconded by R. Foote to name D. Pohl as treasurer, motion approved
- o Motion made by D. Pohl seconded by D. Logel to name K. Cook as secretary, motion approved
- o Motion made by D. Logel seconded by D. Pohl to approve bid from Blue Water Electric L.L.C. for electrical upgrades needed for vehicle radio chargers and to controls for training room door not to exceed \$2600.00 per quote, motion approved
- o Motion made by K. Cook seconded by R. Foote to enforce no smoking within 25' of building, D. Pohl stated that No Smoking signs should be posted at doorways. D. Logel volunteered to install signs, motion approved
- o Concrete repairs to parking lot were discussed, but tabled until April meeting.

Motion made by D. Pohl to adjourn the meeting at 8:20 p.m. Seconded by R. Foote, motion approved.

Respectfully submitted,

Keith Cook, Secretary

NEXT MEETING: April 9, 2013 7:30 p.m.

IONIA COUNTY BOARD OF COMMISSIONERS
Regular Meeting
March 26, 2013
7:00 p.m.

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

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

Others present: Karen Bota, Tom Thelen, Dale Miller, Bert Gale, Lisa McCafferty,
Robin Anderson, Deb Thailson, Judy Clark, Diane Adams, Stephanie
Hurlbut and Tonda Rich

Approval of Agenda

A. Consideration of additional items

Moved by Tiejema, supported by Wirtz, to approve the agenda as presented. *Motion carried by voice vote.*

Public Comment

County Treasurer, Judy Clark, announced that her office has extended the deadline to April 1st for tax payments. Clark further noted that there are about 134 parcels to be foreclosed on, which is higher than the usual 50 - 60 parcels each year.

Did You Know?

Commissioner Tiejema acknowledged and thanked Melissa Eldridge for her assistance with a grant for Lyons Village.

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

Moved by Tiejema, supported by Banks, to approve adding Chair Calley's voucher to the Consent Calendar. *Motion carried by voice vote.*

Hearing no objections, the Chair declared the Consent Calendar approved.

Unfinished Business

- A. Moved by Shattuck, supported by Banks, to approve the PA 1165 Local File No. 13-002FA filed by Phil and Mary Seid Township. *Motion carried by voice.*

for property located in Ronald Agreement.

- B. Community Mental Health Services Board – Moved by Tiejema, supported by Mason, to appoint Susan Meagher, John Herald and Bill Weisgerber to the Community Mental Health Services Board. Motion carried by voice vote.

New Business

- A. Stephanie Hurlbut, County Administrator, on behalf of the Equalization Director, requested authorization to make the Administrative Assistant position a full-time position and further authorize the Equalization Director to hire a temporary Field Work Assistant. Hurlbut discussed the history of the Appraiser position, as well as, the schooling that the Administrative Assistant will need to complete that is required to move into the Appraiser position. Moved by Banks, supported by Cowling-Cronk, to approve the Administrative Assistant position as a full time position in the Equalization Department and further authorize the hiring of a temporary Field Work Assistant at a Grade 5, Step 1 and to further authorize moving the current Administrative Assistant into the Appraiser position after successful completion of the education required for the position. Motion carried by voice vote.
- B. Moved by Tiejema, supported by Mason, to approve filling the Nutrition Site Hostess/Coordinator (.15 FTE, Grade 4) and two Nutrition Program Transporter positions (.66 FTE, Grade 5, and .00 FTE, Grade 5 - substitute driver) at the Commission on Aging. Motion carried by voice vote.
- C. Moved by Banks, supported by Tiejema, to approve the agreement between the Ionia County Sheriff's Department/County of Ionia and the City of Portland to provide patrol services for the Portland Police Department due to staff shortages beginning April 1, 2013 through March 31, 2014. Motion carried by voice vote.
- D. Sheriff Dale Miller requested the purchase of two Tahoe's. Miller stated that the Sheriff's Department needs a vehicle that is able to tow the boats. Miller further discussed his plan on reducing the fleet and also using vehicles year around. Discussions included gas prices, as well as, the reason why the vehicles are not being purchased locally. Commissioner Banks stated that he was not in favor of purchasing two Tahoe's. Moved by Tiejema, supported by Wirtz, to approve the purchase of two (2) Tahoes from Berger Chevrolet. Motion carried by voice vote, with Commissioner Banks voting no.
- E. Moved by Shattuck, supported by Banks, to approve the purchase of a Ford Fusion SE that will be used for a detective car. Motion carried by voice vote.
- F. Moved by Wirtz, supported by Cowling-Cronk, to authorize filling the vacant Deputy position at the Sheriff's Department. Motion carried by voice vote.
- G. Moved by Banks, supported by Wirtz, to authorize the Sheriff's Department to dispose the unclaimed stolen and found property pursuant to MCL 434.172. Motion carried by

voice vote.

H. Moved by Wirtz, supported by Tiejema, to appoint Judge David Hoort to replace Judge Suzanne Kreeger as the Circuit Court representative to the Ionia Community Corrections Advisory Board. Motion carried by voice vote.

I. Moved by Mason, supported by Cowling-Cronk, to approve the 2013 membership to the West Michigan Regional Planning Commission. Motion carried by voice vote.

J. Hurlbut requested authorization to give a one time, 2% bonus for Ionia County employees who have been employed for more than six months and to also negotiate the bonus with the unions. Commissioner Tiejema voiced his concern about having to take the Commission on Aging (COA) bonuses from the Commission on Aging Fund, when the COA is always having fundraisers for operation purposes. Discussion followed concerning taking the Commission on Aging bonuses out of the General Fund.

Moved by Mason, supported by Cowling-Cronk, to transfer \$15,000 from the General Fund to the Commission on Aging Fund for the Commission on Aging employee bonuses. After further discussion, Commissioner Tiejema requested amending the motion to state that if the Commission on Aging Fund ends in a negative balance after the bonuses are given, then the \$15,000 would be transferred to the COA Fund from the General Fund and further that the transfer would not become a loan for the Commission on Aging to pay back. Mason and Cowling-Cronk concurred with the amendment. Shattuck stated he believed the County Administrator had the bonuses all worked out and was not in favor of the motion. Chair Calley called for a vote on the amended motion. Motion carried by voice vote, with Commissioner Shattuck voting no.

Moved by Mason, supported by Wirtz, to authorize a one time, 2% bonus for Ionia County employees who have been employed for more than six months, and further to authorize the County Administrator to negotiate the bonus with appropriate unions. Motion carried by voice vote.

K. The County Administrator discussed splitting the management of the Animal Care and Control, wherein Animal Control would be put under the management of the Sheriff's Department and the Animal Shelter put under the management of the County Administrator. Hurlbut stated that the recommendation for this would be coming back before the Board in May of 2013.

L. Bert Gale with the Ionia County Building Department stated that the State was increasing their construction costs and the County's permit fees are based on the State's fee schedule. Gale requested implementing the increase in the County's Fee Schedule to take effect May 1, 2013. Moved by Banks, supported by Tiejema, to adopt the new Ionia County Construction Codes Permit fee schedule effective May 1, 2013. Motion carried by voice vote.

Reports of Officers, Boards and Standing Committees

Commissioner Mason requested an update/report on those departments, specifically the Parks, Clerk's Office and Animal Shelter that came before the Board during the budget process that requested additional staff.

County Administrator's Report

1. Thanked the Board for the employee bonuses.

Reports of Special or Ad Hoc Committees

Commissioner Mason updated the Board on the MAC Compensation meeting she attended.

Commissioner Shattuck updated the Board on the Facilities Committee and also regarding the donation made to the County from the negotiated contract on mineral leases.

Public Comment

Deb Thailson thanked the Board for the membership to the West Michigan Regional Planning Commission and also for approving the employee bonuses. Robin Anderson addressed the Board stating she was in favor of restructuring the Animal Care and Control Department.

Chair Calley called for a recess at 8:27 p.m. and reconvened at 8:34 p.m.

Moved by Tiejema, supported by Banks, to enter into a Closed Session to discuss an attorney/client letter. Motion carried by the following roll call vote: yes - all.

Moved by Shattuck, supported by Banks, to adjourn Closed Session at 9:00 p.m. and return to regular session. Motion carried by voice vote.

Moved by Banks, supported by Cowling-Cronk, to adjourn the meeting at 9:02 p.m. Motion carried by voice vote.

Julie Calley, Chair

Tonda Rich, Clerk

Minutes approved on:

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

Agenda
April 9, 2013
4:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment**
(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Mike Blood, Ronald Township Supervisor – Discussion/Request – County-owned Shepard Cemetery
 - B. Annual Equalization Report
 - C. Request to fill Abstractor Position
 - D. National Public Safety Telecommunications Week Resolution
 - E. Request to post and hire Central Dispatch Administrative Assistant
 - F. Approval of supplemental distributions for Emergency Management Preparedness Grant
 - G. Tax Allocation Board Request
 - H. Request for full-time Deputy County Clerk
 - I.
- IX. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. County Administrator

C. Appointments

1. Area on Aging of Western Michigan Advisory Council – Two one-year appointments.
2. Commission on Aging Board – One three-year appointment.
3. Economic Development Corporation/Brownfield Redevelopment Authority – Three three-year appointments.
4. Jury Board – One six-year appointment.
5. Land Bank Authority – One three-year term.
6. Sanitary Code Committee – One appointment, which must be a township official.

X. Reports of Special or Ad Hoc Committees

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

XII. Executive Session

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year appointment expiring January 2016.
- Commission on Aging Board – One three-year appointment expiring September 2015.
- Sanitary Code Committee – One appointment, which must be a township official.

Appointments for consideration in the month of May 2013:

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

Appointments for consideration in the month of June 2013: None