



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

7:00 p.m. Monday, November 4, 2013
City Council Chambers
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Action Requested</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Motion
7:03 PM	IV. <u>City Manager Report</u>	
	V. <u>Presentations</u>	
7:15 PM	A. DDA/Main Street Director Reagan – Holidayfest	
7:20 PM	B. Paul Galdes of Fleis & VandenBrink – SAW Grant Application	
	VI. <u>Public Hearing(s)</u> – None	
	VII. <u>Old Business</u>	
	VIII. <u>New Business</u>	
7:30 PM	A. Proposed Resolution 13-85 Electing to Comply with the Provisions of Public Act 152 of 2011 by Exercising the City’s Right to Exempt Itself from the Requirements of the Act for the Next Succeeding Year	Motion
7:32 PM	B. Proposed Resolution 13-86 to Amend the Budget for Fiscal Year 2013-2014	Motion
7:34 PM	C. Proposed Resolution 13-87 Approving Pay-Off of an Ambulance Lease-Purchase Agreement	Motion
7:36 PM	D. Proposed Resolution 13-88 to Approve a Schedule of Fines for Traffic and Parking Violations	Motion
7:38 PM	E. Proposed Resolution 13-89 Authorizing the Mayor and Clerk to Sign Amendment No. 2 to the Refuse Collection Agreement	Motion
7:40 PM	F. Proposed Resolution 13-90 Ratifying Submission of a Grant Application for Radar Speed Signs	Motion
7:43 PM	G. Proposed Resolution 13-91 Approving Extending the Time for City Council Members to Take the Oath of Office until the City Council Meeting Following the Election	Motion
	IX. <u>Consent Agenda</u>–	Motion
7:45 PM	A. Minutes & Synopsis from the Regular City Council Meeting held on October 21, 2013	
	B. Payment of Invoices in the Amount of \$46,831.53 and Payroll in the Amount of \$112,809.90 for a Total of \$159,641.43	
	C. Purchase Orders over \$5,000 - None	

**Estimated
Time**

**Action
Requested**

X. Communications

- A. Winter Parking Ban – Frequently Asked Questions
- B. Liquor Control Commission License Application – Hot Shots Tavern, Inc.
- C. WOW! Programming Changes
- D. LARA Annual Franchise Entities Survey
- E. Ionia County Board of Commissioners Minutes October 8, 2013
- F. Ionia County Board of Commissioners Minutes October 15, 2013
- G. Ionia County Board of Commissioners Agenda for October 22, 2013
- H. Ionia County Board of Commissioners Minutes for October 22, 2013
- I.

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

XI. Other Business

XII. Council Comments

XIII. Adjournment

7:47 PM

7:52 PM

7:55 PM

8:05 PM

Motion

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-85

A RESOLUTION ELECTING TO COMPLY WITH THE PROVISIONS OF PUBLIC ACT 152 OF 2011 BY EXERCISING THE CITY'S RIGHT TO EXEMPT ITSELF FROM THE REQUIREMENTS OF THE ACT FOR THE NEXT SUCCEEDING YEAR

WHEREAS, on September 27, 2011 the Publicly Funded Health Insurance Contribution Act, Act 152 of the Public Acts of Michigan of 2011 ("Act 152"), became effective in the State of Michigan; and

WHEREAS, Act 152 establishes standards and a process with respect to medical benefit plans offered by public employers; and

WHEREAS, the City of Portland has historically recognized, in its role as steward for the public funds entrusted to it, that it must efficiently manage those limited resources; and

WHEREAS, the City of Portland constantly engages in a review of expenditures in order to maximize the value it receives for goods and services; and

WHEREAS, the City Council of the City of Portland believes that, as the elected representatives for the City and answerable directly to the City's voters, it is best positioned to determine what benefits (including medical benefits) ought to be offered in order to attract and retain the best qualified City employees at the lowest overall costs; and

WHEREAS, the City Council of the City of Portland further believes that compensation determinations for City employees are most properly the responsibility of the City's elected representatives, and not the State of Michigan or its officials; and

WHEREAS, the City Council of the City of Portland desires to express its support for home rule government and to recognize that it is the City Council's duty to manage City affairs in order to be most responsive to City voters, taxpayers and residents; and

WHEREAS, the City Council previously approved a plan by Resolution 12-73, a copy of which is attached as Exhibit A, that increases employee premium sharing for health insurance coverage from 14% to 17% for health insurance coverage after June 30, 2014, and from 17% to 20% for health insurance coverage after June 30, 2015.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. In recognition of the plan approved by Resolution 12-73, the City Council, pursuant to Section 8 of Act 152, hereby exempts itself from the requirements of Act 152 for the next succeeding year (2014):
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: November 4, 2013

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

Council Member Krause, supported by Mayor Pro-Tem VanSlambrouck, made a motion to adopt the following resolution:

RESOLUTION NO. 12-73

**A RESOLUTION APPROVING A PREMIUM SHARING PLAN THAT
INCREASES EMPLOYEES SHARE OF HEALTH INSURANCE PREMIUMS
TO COME INTO COMPLIANCE WITH THE PUBLICLY FUNDED HEALTH
INSURANCE CONTRIBUTION ACT, ACT 152 OF THE PUBLIC ACT OF
MICHIGAN OF 2011**

WHEREAS, the State of Michigan passed PA 152 of 2011, the Publicly Funded Health Insurance Contribution Act, which provides for certain limitations on the amount that public employers may contribute toward the annual cost of medical benefit plans that cover their employees. The Act applies to "coverage years" beginning on or after January 1, 2012; and

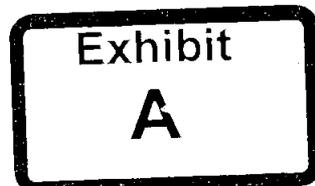
WHEREAS, the State also passed PA 142 of 2011, the Health Insurance Claims Assessment (HICA) Act, which provides for a 1% tax on health care claims paid in the State of Michigan. As of January 1, 2012 the City's Health Insurance Carrier began passing on a 0.75% claims tax based upon the amount of the premium pursuant to HICA Act; and

WHEREAS, the City received 9/1/2012 renewal rates for the current health insurance program that were 15.9% higher than last year; and

WHEREAS, the City Council desires to address the increases in health care costs and the obligations imposed by Michigan Law with a plan so that the City complies with the law and maximizes its Economic Vitality Incentive Payments while allowing its employees time to absorb the increased costs of health care.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. To address the increases in health care costs and the obligations imposed by Michigan Law the City Council approves the following, which will be incorporated in to letters of understanding with the unions and will apply to all non-union employees and retirees:
 - a. The City will treat the 0.75% Health Insurance Claims Tax imposed by the HICA Act as part of the health insurance premium and will pay the agreed employers share.



- b. For premiums paid after September 1, 2012 for coverage until June 30, 2013, the City will contribute 89% of the cost of the health insurance premiums including hospitalization, dental, and vision, health savings accounts, and claims tax and covered employees will contribute 11% of the cost of the health insurance premiums including hospitalization, dental, and vision, health savings accounts, and claims tax.
- c. The City will advance the covered employees' share of their health savings account so that accounts are 100% funded in January. The City will recover the amounts advanced by withholding from covered employees paychecks the amount advanced divided by the number of pay periods between January 1st and June 30th.
- d. For health insurance coverage after June 30, 2013 covered employees' premium sharing including hospitalization, dental, and vision, health savings accounts, and claims tax percentage will increase to 14%.
- e. For health insurance coverage after June 30, 2014 covered employees' premium sharing including hospitalization, dental, and vision, health savings accounts, and claims tax percentage will increase to 17%.
- f. For health insurance coverage after June 30, 2015 covered employees' premium sharing including hospitalization, dental, and vision, health savings accounts, and claims tax percentage will increase to 20%.
- g. New employees that are hired after the date of this Resolution that are eligible for and opt for health insurance coverage though the City will contribute 20% as premium sharing for health insurance including hospitalization, dental, and vision, health savings accounts, and claims tax.
- h. The aforementioned percentages for employer-employee health insurance premium sharing will not be subject to collective bargaining and will be incorporated into any collective bargaining agreement that is effective through June 30, 2016.

2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes: Krause, VanSlambrouck, Fabiano, Barnes

Nays: None

Absent: Calley

Abstain: None

RESOLUTION DECLARED ADOPTED.

Dated: September 4, 2012

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. 13-86
A RESOLUTION TO AMEND THE BUDGET
FOR FISCAL YEAR 2013-2014

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

WHEREAS, the Finance Director has reviewed current fund balances and expenditures for FY 2013-2014 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the 2013-2014 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated:

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-87

A RESOLUTION APPROVING PAY-OFF OF
AN AMBULANCE LEASE-PURCHASE AGREEMENT

WHEREAS, in May 2008 the City Council approved a lease-purchase agreement to purchase an ambulance over a 7 year period at 4.09% interest resulting in an annual lease/purchase payment of \$25,743.28; and

WHEREAS, the City requested a payoff of the lease-purchase agreement, a copy of which is attached as Exhibit A; and

WHEREAS, City staff recommends paying of the lease-purchase agreement in accordance with the payoff letter attached as Exhibit A, to save \$478.06 in interest costs; and

WHEREAS; the City Council approved a budget amendment to transfer funds needed for the lease-purchase payoff from the Ambulance Fund to Motor Pool Fund.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves staff's recommendation to pay off the lease-purchase agreement, in accordance with the payoff letter attached as Exhibit A, to save \$478.06 in interest costs.
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: November 4, 2013

Monique I. Miller, City Clerk



October 21, 2013

City of Portland
259 Kent Street
Portland, MI 48875

RE: Payoff of Lease No.: 126135000 (the "Lease")

Dear Customer:

You have informed us that you desire to repay the Lease, in full, on November 8, 2013, (the "Payoff Date"). This letter shall constitute our statement of the amount required in order for you to pay the Lease in full on the Payoff Date.

As of the Payoff Date, you shall owe the following with respect to the Lease (the "Payoff Sum"):

Purchase Option	\$49,946.50
Interest Due	\$1,062.00
	=====
Total	\$51,008.50

The Payoff Sum must be received, in immediately available funds, by 2:30 P.M. (Eastern Time) on the Payoff Date. We reserve the right to revise and notify you of any change in the Payoff Sum due to unforeseen circumstances, calculation errors, and amounts payable by you which are not included in the Payoff Sum or otherwise.

Payment of the lease should be made by wire transfer to PNC Equipment Finance, via the following instructions or in other immediately available funds delivered to the undersigned on behalf of PNC Equipment Finance, LLC.

Wire Instruction

Bank Name: PNC Bank, Ohio
Bank Address: 1900 E. 9th Street
Bank City State Country: Cleveland, OH USA
ABA/Routing Number: 041 000 124
Account Number: 4206166645
Beneficiary Name: PNCEF, LLC
Reference #1: Buyout L#126135000
Reference #2: Attn: Brenda Powers

U.S. Overnight Address

PNC Equipment Finance, LLC
ARC Lockbox #931034
4100 West 150th Street
Cleveland, OH 44135

Subject to the terms hereof, upon payment in full in immediately available funds, any and all commitments by us to lend to you shall be terminated, and all of your obligations under the documents evidencing the Lease shall be satisfied, terminated and released, except for such provisions which expressly survive such termination.



10/21/13
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As soon as practicable after receipt of the Payoff Sum, at your request, we shall: (i) deliver to you or such other person as you may designate (the "Customer's Designee"), in accordance with applicable law and with your written instructions provided to us, such other releases and such Uniform Commercial Code certifications or authorizations as may be reasonably required to enable you or the Customer's Designee to terminate or release our interest in any collateral, so long as such collateral does not also serve as collateral for other obligations owed to us, and (ii) cause any other instruments which represent collateral released hereunder to be delivered to you or the Customer's Designee. We shall have no liability to you for the termination, release or assignment of any financing statement, or for the return of any possessory collateral, if we shall have complied with written instructions from you or the Customer's Designee.

If you wish to continue to use treasury management and other deposit account services with us after the Payoff Date, we reserve the right to revise (i) the fees relating thereto and (ii) the availability schedules for such services as permitted under Regulation CC. Please contact your PNC treasury management representative or the undersigned for further information. If you wish to have letters of credit, bankers' acceptances, trade acceptances or other instruments continue to be outstanding after the Payoff Date, you must contact the undersigned to arrange for cash collateral to be posted by you and/or indemnity agreements to be delivered to us by you and your new lender (if applicable) or make other arrangements acceptable to us for these services to continue.

Very truly yours,

PNC Equipment Finance, LLC



Brenda Powers
Assistant Vice President
502-581-7736
brenda.powers@pnc.com

PORTLAND CITY COUNCIL
Ionia County, Michigan

Council Member, _____, supported by Council Member _____, moved the adoption of the following resolution:

RESOLUTION NO. 13-88

**A RESOLUTION TO APPROVE A SCHEDULE OF FINES
FOR TRAFFIC AND PARKING VIOLATIONS**

WHEREAS, the City Council has authority under Michigan law and City ordinances to establish civil infraction fines for traffic and parking violations by resolution; and

WHEREAS, the City maintains and operates a municipal traffic bureau that is authorized to collect such fines; and

WHEREAS, the Police Chief is getting ready to have more parking tickets printed and is recommending that the City increase the fines for parking violations to better reflect the cost of enforcing parking restrictions, a copy of the Police Chief's recommendation is attached as Exhibit A; and

WHEREAS, the City Council has determined that the fines set forth on the Schedule of Fines for Traffic and Parking Violations attached Exhibit B are just and equitable in nature.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council approved the Schedule of Fines for Traffic and Parking Violations attached as Exhibit B.
2. All resolutions and parts of resolutions in conflict with this resolution are rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: November 4, 2013

Monique I. Miller, City Clerk

EXHIBIT A



Portland Police Department

Jim Knobelsdorf, *Chief of Police*

To: Tom Dempsey

From: Chief James Knobelsdorf

Ref: Amendment to Sec 38.75 of the City Ordinances
Schedule of Uniform Traffic Code (UTC)

Mr. Dempsey, as you are well aware the city's parking ordinance sec 38.75 will be in effect soon. In reviewing our ordinance sec 38.75 schedule of fines I see that a violation that is paid within the first ten days is \$7.00, after 10 days \$14.00 and after 30 days \$25.00

I have a note in my office from Chief Bauer indicating that tickets for city ordinance parking violation will have to be ordered as we are running low. He indicated that in order to have 150 tickets printed up it would cost \$54.38. There was also the added cost of the envelopes. is \$61.99 for a 100 envelopes.

This would put the cost at \$.98 per ticket issued. If the ticket is not paid with in the first seven days, then an officer has to print off a form letter reminding the recipient/registered owner of the vehicle cited that their violation is overdue. This entails running the vehicle thru LEIN in order to obtain the registered owner's information. This process of running the vehicle thru LEIN, preparing the form letter with the necessary information as well as the mailing envelope will take at least 15 minutes of the officer's time. Not to mention that the post office continually raises the cost of first class mail.

Officer Groenhof handles are parking tickets. He has indicated that 25 to 30 percent of the tickets issued require a warning letter being sent to the registered owner informing them that their ticket has not been paid. He further indicated that only half of those letters sent actually get the recipient to pay. The rest never get paid. The state will allow for us to prevent the registered owner from renewing their license for not paying the violations but it is a much more involved process than the \$25.00 we would get even if we were to be successful in compelling the violator to pay.

I checked with departments around the state through the M.A.C.P. as well as my previous department. The standard parking ticket is \$10 for the first ten day and so on.

Therefore, I would be respectfully requesting that the members of council consider raising the fees schedule as outlined in Sec 38-75 to \$10.00, \$20.00 after ten days, and \$40 after thirty days.

I would also recommend raising the fines on those parking violations that are currently scheduled as \$15.00, \$25.00, and \$35.00 to reflect the following of \$20.00, \$30.00 and \$50.00. This would only include five parking offenses under our current schedule of fines.

Handicapped parking fines would remain the same.

EXHIBIT B
SCHEDULE OF FINES FOR
PARKING VIOLATIONS

	Offense	Fine	After 10 days	After 30 days
1.	Parking too far from curb	\$10.00	\$20.00	\$40.00
2.	Angle parking violations	\$10.00	\$20.00	\$40.00
3.	Obstruction traffic	\$10.00	\$20.00	\$40.00
4.	Prohibited parking (signs unnecessary)			
	A. On sidewalk	\$10.00	\$20.00	\$40.00
	B. In front of drive	\$10.00	\$20.00	\$40.00
	C. Within intersection	\$10.00	\$20.00	\$40.00
	D. Within 15 feet of hydrant	\$20.00	\$30.00	\$50.00
	E. On crosswalk	\$10.00	\$20.00	\$40.00
	F. Within 20 feet of crosswalk or 15 feet of corner lot lines	\$10.00	\$20.00	\$40.00
	G. Within 30 feet of street side traffic sign or signal	\$10.00	\$20.00	\$40.00
	H. Within 50 feet of railroad crossing	\$10.00	\$20.00	\$40.00
	I. Within 20 feet of fire station entrance	\$10.00	\$20.00	\$40.00
	J. With 75 feet of fire station entrance on opposite side of street (signs required)	\$10.00	\$20.00	\$40.00
	K. Beside street excavation when traffic obstructed	\$10.00	\$20.00	\$40.00
	L. Double parking	\$10.00	\$20.00	\$40.00
	M. On bridge or viaduct	\$20.00	\$30.00	\$50.00
	N. Within 200 feet of accident where police in attendance	\$10.00	\$20.00	\$40.00
	O. In front of theater	\$10.00	\$20.00	\$40.00

	Offense	Fine	After 10 days	After 30 days
	P. Blocking emergency exit	\$20.00	\$30.00	\$50.00
	Q. Blocking fire escape	\$20.00	\$30.00	\$50.00
5.	Parking in prohibited zone (signs required)	\$10.00	\$20.00	\$40.00
6.	Parking in alley	\$10.00	\$20.00	\$40.00
7.	Parking for prohibited purposes			
	A. Displaying vehicle for sale	\$10.00	\$20.00	\$40.00
	B. Working or repairing vehicle	\$10.00	\$20.00	\$40.00
	C. Displaying advertising	\$10.00	\$20.00	\$40.00
	D. Selling Merchandise	\$10.00	\$20.00	\$40.00
	E. Storage over 48 hours	\$10.00	\$20.00	\$40.00
8.	Wrong side of roadway	\$10.00	\$20.00	\$40.00
9.	Loading zone violations	\$10.00	\$20.00	\$40.00
10.	Failure to set brakes, or parking gear	\$10.00	\$20.00	\$40.00
13.	Parked on grade wheels not turned to curb	\$10.00	\$20.00	\$40.00
14.	Bicycle parking violations	\$10.00	\$20.00	\$40.00
16.	Failure to park within space provided	\$10.00	\$20.00	\$40.00
17.	Parking between curb and sidewalk	\$10.00	\$20.00	\$40.00
18.	Overtime parking beyond posted time	\$10.00	\$20.00	\$40.00
19.	Parking on school grounds without a permit	\$10.00	\$20.00	\$40.00
20.	Hazardous parking on school grounds	\$20.00	\$30.00	\$50.00
21.	No parking zone on school grounds	\$10.00	\$20.00	\$40.00
22.	Misparking on school grounds	\$10.00	\$20.00	\$40.00
23.	Handicap Parking	\$50.00	\$75.00	100.00

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-89

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN
AMENDMENT NO. 2 TO THE REFUSE COLLECTION AGREEMENT**

WHEREAS, the City adopted Ordinance No. 132A on October 18, 2004 (the "Ordinance"), pursuant to which the City selected the Contractor to be the sole Licensed Hauler of Residential Refuse, Recyclables, Yard Waste, and Bulk Waste (as hereinafter defined) within the City; and

WHEREAS, the parties entered into a Contract, a copy of which is attached as Exhibit A, setting for the terms for the Contractor to be the sole Licensed Hauler of Residential Refuse within the City; and

WHEREAS, the City approved Amendment No. 1 to the Refuse Collection Agreement with Granger Container Service, a copy of which is attached as Exhibit B, on March 5, 2007 which extended the term of the contract until January 31, 2010, kept existing rates in place until January 31, 2009 and allowed and increase in rates of 3% or CPI whichever is less for each year of the contract; and

WHEREAS, the City approved Amendment No. 2 to the Refuse Collection Agreement with Granger Container Service, a copy of which is attached as Exhibit C, on May 4, 2009 which extended the term of the contract until January 31, 2014, kept existing rates in place until January 31, 2010 and allowed and increase in rates of 3% or CPI whichever is less for each year of the contract; and

WHEREAS, on May 20, 2013, the City approved Granger's request for a 1.1% rate increase that provided the following rates for the remainder of the contract year February 1, 2013 through January 31, 2014:

<u>Service type</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Large Cart Service	\$6.77/mo	\$6.84/mo
Small Cart Service	\$6.28/mo	\$6.35/mo.
Bag tags	\$1.40/tag	\$1.42/tag

WHEREAS, the City desires to enter into an extension of the Contract with the Contractor to provide for the clean, orderly, and sanitary collection and transportation of refuse to protect the health, safety, and welfare of the citizens of the City; and.

WHEREAS, the City Manager has negotiated a proposed extension of the Contract (Amendment No. 3, a copy of which is attached as Exhibit D, that

- extends the term of the contract until January 31, 2017
- includes rates paid for dumpster service at City buildings
- allows an increase in rates of 3% or CPI, whichever is less, for each year of the contract
- keeps existing container rates in place for the recycling station and spring clean-up through January 31, 2017
- provides for an option to extend the agreement for an additional 2 years through January 31, 2019
- added a 90 day notification of intent to not renew to provide the parties with the opportunity to make alternate arrangements

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves Amendment No. 3 to the Refuse Collection Agreement with Granger Container Service, a copy of which is attached as Exhibit D, and authorizes the Mayor and Clerk to sign it.
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: November 4, 2013

Monique I. Miller, City Clerk

REFUSE COLLECTION AGREEMENT

CITY OF PORTLAND

THIS AGREEMENT made this 31st day of January, 2005, by and between the City of Portland (the "City"), a Michigan municipal corporation, and Granger Container Service (the "Contractor"), a Michigan company, whose address is 16980 Wood Street, Lansing, MI 48906.

WHEREAS, the City adopted Ordinance No. 132A on October 18, 2004 (the "Ordinance"), pursuant to which the City selected the Contractor to be the sole Licensed Hauler of Residential Refuse.(as hereinafter defined) within the City, pursuant to the terms set forth in this Contract; and

WHEREAS, it is necessary for the City to enter into this Contract with the Contractor to provide for the clean, orderly, and sanitary collection and transportation of refuse to protect the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as herein set forth, it is hereby agreed between the parties as follows:

1.0. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Ordinance.

Director shall mean the Director of the City Department of Public Works, or such other person as the City may from time to time designate.

Residential Refuse shall mean Garbage, Rubbish, Ash or Debris from Residential Structures within the City. Residential Refuse shall not include oils and greases, pesticide products, paints, thinners, lacquers, grass clippings, leaves, plants, branches or Recyclables.

Residential Refuse Container shall mean the receptacle provided by the Contractor pursuant to this Contract for use in the collection of Residential Refuse.

Residential Structure shall mean any building or structure containing ten (10) Residential Unit(s) or less within the City.

Residential Unit shall mean a single-family house, and each unit of a condominium, cooperative, duplex house, or apartment building that is used for residential purposes.



2.0. Collection of Residential Refuse .

- 2.01. The Contractor shall collect, transport, and dispose of or cause to be recycled, as applicable, Residential Refuse from all Residential Structures within the City on a weekly basis on the days determined by agreement between the Contractor and the Director.
- 2.02. The Contractor agrees that all collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal law and all ordinances, rules, and regulations of the City.
- 2.03. The Contractor agrees that all refuse and other waste collected pursuant to this Contract shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal law and regulations and all ordinances, rules, and regulations of the City. The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, cost, or other charge (including, without limitation, court costs and attorney fees) arising out of or in connection with the Contractor's failure to comply with all applicable laws, rules, and regulations governing the transportation and disposal of all refuse and other waste collected pursuant to this Contract. Upon request of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all solid waste collected by the Contractor pursuant to this Contract. The Contractor's duties and obligations under this Section shall survive and continue after the expiration or termination of this Contract.

3.0. Collection Schedule; Publication of Notice.

- 3.01. The Contractor shall prepare within one (1) week after execution of this Contract schedules of collection days, times, and routes for the collection of Residential Refuse, in accordance with Paragraph 2.0. The collection schedules shall assign each Residential Structure within the City to a collection district and shall, subject to the provisions of this Paragraph, set forth the day and time upon which regular collection will be made in each collection district. All collection and route schedules and amendments thereto are subject to the written approval of the Director.
- 3.02. Regular collection shall take place on the basis of a five (5) day week, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m., except in the event of an emergency when so authorized by the City Manager. Regular collection shall not take place on Saturday or Sunday, except when necessitated by a holiday falling on a scheduled collection day as provided in Section 3.03, or in the event of an emergency when so authorized by the City Manager.

- 3.03. Regular collection shall not take place on a holiday. In the event a scheduled collection falls on a holiday, the scheduled collection and all subsequent collections shall be made not later than twenty-four (24) hours following the regularly scheduled time, until such time as the regular collection schedules may be resumed. For purposes of this Section, "holiday" means New Year's Day, Independence Day, Thanksgiving Day, Memorial Day, Labor Day, and Christmas Day.
- 3.04. Not less than two (2) weeks prior to the effective date of a collection schedule or amendment thereto, the Contractor shall publish notice of the collection schedule or amendment in a manner reasonably calculated to give notice thereof to all residents of the City. The notice shall include, at a minimum, the day of the week upon which collection shall be made in each collection district; a City map that delineates the collection districts by street; the name, address, and telephone number of the Contractor; a statement as to the manner and method by which complaints regarding collection service may be made and resolved; the proper location for Residential Refuse Containers pending collection; and the time of day at which the containers must be so placed. The Contractor shall assume all costs incurred in connection with the publication requirements of this Section.

4.0. Containers; Method of Collection.

- 4.01. The Contractor, at its own expense, shall provide each Residential Unit within a Residential Structure with a Residential Refuse Container of the size selected by the owner or occupant of the Residential Unit (large or small). The Contractor shall not be required to collect any Residential Refuse that is not properly contained in a Residential Refuse Container.
- 4.02. In the event an owner or occupant of a Residential Unit within a Residential Structure has more Residential Refuse than can be accommodated by his or her Residential Refuse Container, such owner or occupant may place excess Residential Refuse in properly-sealed and tagged, plastic bags along with the Residential Refuse Container.
- 4.03. Residential Refuse Containers, damaged through the negligence or carelessness of the owner or occupant shall be replaced by the Contractor and the cost thereof shall be charged to the owner or occupant. The Contractor will replace at its own expense, and at no cost to the owner or occupant of a Residential Unit, Residential Refuse Containers, which are stolen or which have been damaged by the Contractor's vehicles, or which become damaged or unusable through normal wear and tear.

5.0. Further Obligations of the Contractor.

- 5.01. The Contractor shall make no changes to operational, collection, or material preparation procedures without receiving written approval from the City at least thirty (30) days prior to the implementation of such change. The Contractor shall assist the City, either financially or in a manner acceptable to the City, with the dissemination of notices to collection districts informing residents of the changes.
- 5.02. The Contractor shall provide safe, clean, odorless, and insect and vermin proof compaction type collection trucks. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition at all times.
- 5.03. All facilities, vehicles, and equipment used by Contractor shall meet all federal and Michigan requirements for safety and sanitation.
- 5.04. The Contractor represents and warrants that it shall not discriminate in its operations, including, but not limited to, the hiring of employees on the basis of race, color, religion, sex, age, or national origin. Contractor shall comply with all Michigan and federal laws, regulations, and executive orders relating to hiring, hours of work, and manner of pay.
- 5.05. The Contractor shall hire and pay its employees as employees of the Contractor. Persons hired by the Contractor shall not be deemed to be employees or otherwise in any contractual relationship with the City, and the Contractor shall be solely responsible to pay contributions measured by the wages of said employees as required by the Social Security Act, the Internal Revenue Code, or laws of the State of Michigan, and shall assume and does so assume exclusive liability for said contributions.

6.0. Service Investigation and Complaints.

- 6.01. The Contractor shall maintain an office for receipt of service calls and complaints. The office shall be open and available for calls Monday through Friday of each week from 8:00 a.m. to 5:00 p.m. The office shall contain telephone lines with toll-free numbers which shall be listed under the name of the Contractor in local telephone directories. The Contractor shall provide an employee attendant in such office during all hours that such office is required to be open to accept service calls and complaints. In the event collection activities take place later than 5:00 p.m., or on a Saturday or Sunday as authorized by this Contract, the employee shall remain in service at the office described in this Section until all route and collection activities are completed.

- 6.02. The Contractor agrees to maintain regular contact, on at least a monthly basis, with the City Administrative Offices for the purpose of receiving and responding to questions and complaints regarding collection within the City.
- 6.03. The Contractor agrees to record all complaints and requests for investigations received at its designated office or at the City Administrative Offices on a service investigation form acceptable to the Director. The service investigation form shall indicate the date and time the complaint or request for investigation was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. All complaints shall be resolved no later than the next service day or sooner if possible.
- 6.04. Upon receipt of a complaint or request for investigation, Contractor agrees to promptly investigate the incident and take such corrective action as is necessary to comply with its obligations under this Contract, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or carelessness, and the complaint is received by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the complaint is received after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the decision of the City Manager shall be binding on the Contractor.
- 6.05. Upon completion of its investigation and the taking of corrective action as required by this Paragraph, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action.

7.0. Obligations of the City.

- 7.01. The City shall provide to the Contractor, on a monthly basis, the number of Residential Units to be serviced within the City and the number of such Residential Units utilizing the large and small size Residential Refuse Containers, respectively. As additions or deletions are made to these numbers, the City shall, on a monthly basis, notify the Contractor of the revised numbers.
- 7.02. [Reserved.]
- 7.03. The City shall be responsible for, and the Contractor shall bear no responsibility for, the assessment, billing, processing, and collection of all charges imposed by the City upon Residential Units for use of the System; provided, however, that the

Contractor shall comply with a written request by the Director to deny service to a Residential Unit as a lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Residential Unit to the City.

7.04. The City shall provide written notice to the Contractor of an election to suspend service made by an owner or occupant of a Residential Unit under Section 35.104 of the Ordinance. The notice shall provide the address of the Residential Unit so electing, and shall provide the effective date or dates of the election. The Contractor shall not be entitled to any compensation hereunder with respect to a Residential Unit so electing for the period of time during which the service is suspended.

7.05. [Reserved.]

7.06. The City shall require its citizens to place Residential Refuse Containers and bags at the front of the curb line of the Residential Structure in plain view of the roadways.

8.0. Compensation.

8.01. The City shall pay to the Contractor for the collection of Residential Refuse and Recyclables as provided herein, the sum of \$6.30 per Residential Unit per month for Residential Units utilizing the large size Residential Refuse Containers, and the sum of \$5.85 per Residential Unit per month for Residential Units utilizing the small size Residential Refuse Containers. The total number of Residential Units being serviced, and the proportion of Residential Units utilizing the large and small size Residential Refuse Containers, shall be determined by the City pursuant to Section 7.01 hereof. Payments of said monthly installments shall be made on or before the [thirtieth] [(30th)] day of each month for services performed in the preceding month.

8.02. The Contractor shall be entitled to compensation for excess Residential Refuse collected by the Contractor pursuant to Section 4.02 at the rate of \$1.50 per excess plastic bag of Residential Refuse. Each extra bag shall require a bag tag affixed to the additional plastic bags, in order to be removed. Bag tags are available for purchase at city hall.

8.03. [Reserved]. [Standard fuel adjustment clause, if any, subject to the approval of the City].

8.04. Compensation set forth in this Paragraph 8 shall be the only compensation paid to the Contractor for services performed under this Contract.

9.0. Hold Harmless; Insurance; Performance Bond.

9.01. The Contractor agrees to defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any and all loss, expense, damage, charge, and cost (including, without limitation, court costs and attorney fees), and injury to or death of persons, or injury to or destruction of property suffered or alleged to have been suffered, arising out of or in connection with any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the work provided in this Contract. The Contractor's duties and obligations under this Paragraph shall survive and continue after the expiration or termination of this Contract.

9.02. The Contractor shall secure and maintain, for the duration of the term of this Contract, workers' compensation insurance, and general liability insurance for bodily injury and property damage in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$500,000 per occurrence for property damage. The City, its departments, public officials and officers, employees, and agents shall be additional named insureds on all such policies of insurance. The Contractor shall deliver said policies or certificates of insurance to the City. In the event the Contractor fails to secure and maintain insurance coverage as required by this Section, the City may, at its option, obtain such insurance and deduct the costs thereof from the amount due to the Contractor pursuant to Paragraph 8 of this Contract.

9.03. In order to guarantee the faithful performance of this Contract by the Contractor, the Contractor hereby agrees to post a performance bond acceptable to the City Manager, naming the City as beneficiary, in the amount of \$5,000.

10.0. Nonperformance.

10.01. In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its duties, obligations, or responsibilities under this Contract, the City may, after five (5) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. The City may collect such costs in any manner authorized by law, or the City may deduct the costs from amounts due or to become due to the Contractor under this Contract.

11.0. Right of Termination; Notice.

11.01. The City and the Contractor shall have the right to terminate this Contract in the event of a material breach by the other party of any of the covenants, terms, or

conditions of this Contract and such material breach or nonperformance continues for a period of thirty (30) days after written notice of such material breach or nonperformance is provided to the other party.

11.02. The City shall have the right to terminate this Contract upon fifteen (15) days written notice in the event that the Contractor ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason.

11.03. In the event of a termination under Section 11.01 or 11.02 by the City, the Contractor shall be liable to the City for any damages the City sustains by virtue of Contractor's breach of this Contract and any reasonable costs the City might incur in enforcing or attempting to enforce this agreement, or in finding alternative methods for carrying out the purposes and covenants of this Contract. The City may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due (including court costs and attorney fees incurred by the City) by reason of the damages suffered by the City as a result of Contractor's breach of this Contract are determined in law or equity. It is expressly understood that Contractor shall remain liable to the City for any damages the City may sustain in excess of any set-off.

12.0. Assignment.

12.01. The Contractor agrees that it shall neither assign nor subcontract this Contract, or any part thereof, to any person, firm, or organization unless said assignment or subcontract is first approved in writing by the City. The Contractor agrees that such written approval may be granted or withheld in the sole discretion of the City.

12.02. The City may assign its duties and obligations under this Contract, in whole or in part, to another public entity, upon thirty (30) days written notice to the Contractor.

13.0. Term of Contract

13.01. The term of this Contract shall be from February 1, 2005 through January 31, 2008, subject to the City's option to extend the term of this Contract pursuant to Section 13.02.

13.02. The City, at its option, may extend the term of this Contract for an additional two (2) years. Written notice of intent to extend the term of the Contract shall be delivered by the City to the Contractor on or before ninety (90) days prior to expiration of this Contract pursuant to Section 13.01.

14.0. Miscellaneous Provisions.

- 14.01. The terms of this Contract may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Contract, is in writing, and is signed by the Contractor and duly authorized representatives of the City.
- 14.02. Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Contract shall not be construed as a contract of agency.
- 14.03. This Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.
- 14.04. This Contract is made solely for the benefit of the Contractor and the City and the City's assigns, and no other person, partnership, organization, association, or corporation shall acquire or have any right under or by virtue of this Contract.
- 14.05. If any Paragraph, Section, clause, or provision of this Contract be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such Paragraph, Section, clause, or provision shall not affect the validity of any and all remaining Paragraphs, Sections, clauses, or provisions.
- 14.06. All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

To the City:
City Of Portland
City Manager
259 Kent Street
Portland, Michigan 48875

To the Contractor:
Granger Container Service
Chief Operating Officer
16980 Wood Street
Lansing, Michigan 48906

Attention: Thomas Dempsey

Attention: Steven Reed

The City or the Contractor may by written notice to the other, designate any additional or different addresses to which subsequent notices, approvals, consents, requests, demands, or formal actions shall be sent.

14.07. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supercedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.

14.08. Any failure to enforce any provision of this Contract or waiver by the City of any breach by the Contractor of any provision of this Contract shall not constitute a waiver of any other provision of this Contract or any subsequent breach by the Contractor of any provision of this Contract.

WITNESSED BY:

CITY OF PORTLAND

Yvonne M. Bailey

By:

Thomas Demsey
Its: City Manager

WITNESSED BY:

[CONTRACTOR]

Brian G. Yandel

By:

[Signature]
Its: Chief Operating Officer
Granger Waste Services

AMENDMENT No. 1

REFUSE COLLECTION AGREEMENT

CITY OF PORTLAND

THIS AGREEMENT made this 5th day of March, 2007, by and between the City of Portland (the "City"), a Michigan municipal corporation, and Granger Container Service (the "Contractor"), a Michigan company, whose address is 16980 Wood Street, Lansing, MI 48906.

WHEREAS, the City adopted Ordinance No. 132A on October 18, 2004 (the "Ordinance"), pursuant to which the City selected the Contractor to be the sole Licensed Hauler of Residential Refuse, Recyclables, Yard Waste, and Bulk Waste (as hereinafter defined) within the City.

WHEREAS, the parties entered into a Contract, a copy of which is attached as Exhibit A, setting for the terms for the Contractor to be the sole Licensed Hauler of Residential Refuse within the City.

WHEREAS, the City desires to enter into an extension of the Contract with the Contractor to provide for the clean, orderly, and sanitary collection and transportation of refuse to protect the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as herein set forth, the parties agree to amend the Contract as follows:

8.0 Compensation

- 8.01. The City shall pay to the Contractor for the collection of Residential Refuse and Recyclables as provided herein, the sum of \$6.30 per Residential Unit per month for Residential Units utilizing the large size Residential Refuse Containers, and the sum of \$5.85 per Residential Unit per month for Residential Units utilizing the small size Residential Refuse Containers. Property Owners may purchase tags for plastic bags of Refuse at the rate of \$1.30 per tag. For the service year February 1, 2009 through January 31, 2010 the Contractor may increase these rates by the Consumer Price Index for the preceding year but the increase may not exceed 3%. The total number of Residential Units being serviced, and the proportion of Residential Units utilizing the large and small size Residential Refuse Containers, shall be determined by the City pursuant to Section 7.01 hereof. Payments of said monthly installments shall be made on or before the [thirtieth] [(30th)] day of each month for services performed in the preceding month.

**Exhibit
B**

Additionally, Contractor will provide dumpster service for the City's Spring Clean-Up at a rate of \$365 for a 30-yard container of refuse. This rate shall not be increased during the term of this Contract. Contractor will provide a minimum of four (4) 30-yard dumpsters and an on-site coordinator the day of the clean-up for scheduling switch outs and making sure containers are readily available so that there is no interruption of service and to handle waste acceptance issues. Tires are not accepted and City employees will help observe material disposed of by residents. City shall arrange for the disposal of recyclable metals by a separate contract.

Contractor may request an increase in rates to accommodate cost increases greater than 5% due to regulatory charges imposed by the State of Michigan.

8.02. The Contractor shall be entitled to compensation for excess Residential Refuse collected by the Contractor pursuant to Section 4.02 at the rate of \$1.30 per excess plastic bag of Residential Refuse.

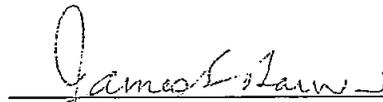
13.0. Term of Contract

13.01. The term of this Contract shall be from January 1, 2005 through January 31, 2010, subject to the City's option to extend the term of this Contract pursuant to Section 13.02.

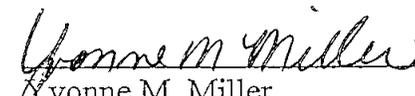
WITNESSED BY:

CITY OF PORTLAND



By: 
James E. Barnes
Its: Mayor



By: 
Yvonne M. Miller
Its: City Clerk

WITNESSED BY:

GRANGER CONTAINER SERVICE



By: 
Steve Reed
Its: Chief Operating Officer

AMENDMENT No. 2

REFUSE COLLECTION AGREEMENT

CITY OF PORTLAND

THIS AGREEMENT is made as of the 20th day of April, 2009, by and between the City of Portland (the "City"), a Michigan municipal corporation, and Granger Container Service (the "Contractor"), a Michigan company, whose address is 16980 Wood Street, Lansing, MI 48906.

WHEREAS, the City adopted Ordinance No. 132A on October 18, 2004 (the "Ordinance"), pursuant to which the City selected the Contractor to be the sole Licensed Hauler of Residential Refuse, Recyclables, Yard Waste, and Bulk Waste (as hereinafter defined) within the City.

WHEREAS, the parties entered into a three year contract for the Contractor to be the sole Licensed Hauler of Residential Refuse within the City; and

WHEREAS, the parties previously agreed to Amendment No. 1 which amended the terms and extended of the contract for 2 additional years; and

WHEREAS, the City desires to enter into another extension of the Contract with the Contractor to provide for the clean, orderly, and sanitary collection and transportation of refuse to protect the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as herein set forth, the parties agree to amend the Contract as follows:

8.0 Compensation

8.01. The City shall pay to the Contractor for the collection of Residential Refuse and Recyclables as provided herein, the sum of \$6.49 per Residential Unit per month for Residential Units utilizing the large size Residential Refuse Containers, and the sum of \$6.03 per Residential Unit per month for Residential Units utilizing the small size Residential Refuse Containers. Property Owners may purchase tags for plastic bags of Refuse at the rate of \$1.34 per tag. For the service years February 1, 2010 through January 31, 2014 the Contractor may annually increase these rates by the Consumer Price Index for Midwest urban areas as determined by the U.S. Department of Labor for the preceding year but the annual increase may not exceed 3%. The total number of Residential Units being serviced, and the proportion of Residential Units utilizing the large and small size Residential Refuse Containers, shall be determined by the City pursuant to Section 7.01 hereof. Payments of said monthly installments shall be made on or before the [thirtieth] [(30th)] day of each month for services performed in the preceding month.

Exhibit

C

Additionally, Contractor will provide dumpster service for the City's Spring Clean-Up at a rate of \$365 for a 30-yard container of refuse. This rate shall not be increased during the term of this Contract. Contractor will provide a minimum of four (4) 30-yard dumpsters and an on-site coordinator the day of the clean-up for scheduling switch outs and making sure containers are readily available so that there is no interruption of service and to handle waste acceptance issues. Tires are not accepted and City employees will help observe material disposed of by residents. Granger reserves the right to reject waste materials that do not meet its waste acceptance policy guidelines applicable at its landfills. City may arrange for the disposal of recyclable metals by a separate contract.

Contractor will provide container service for the City's recycling station without a rental charge for the container. Contractor will provide recycling container service at a rate of \$140 per haul for the container for cardboard and \$260 per haul for the divided container for all other recycled materials. This rate shall not be increased during the term of this contract.

Contractor may request an increase in rates to accommodate cost increases greater than 5% due to regulatory charges imposed by the State of Michigan. No other surcharges will be allowed.

8.02. The Contractor shall be entitled to compensation for excess Residential Refuse collected by the Contractor pursuant to Section 4.02 at the rate equal to the price for bag tags.

13.0. Term of Contract

13.01. The term of this Contract shall be from January 1, 2005 through January 31, 2014, subject to the City's option to extend the term of this Contract pursuant to Section 13.02.

WITNESSED BY:

CITY OF PORTLAND

Brenda Schauben

By:

James E. Barnes

James E. Barnes

Its: Mayor

Barbara J. Brown By:

Monique D. Miller

Monique D. Miller

Its: City Clerk

WITNESSED BY:

GRANGER CONTAINER SERVICE

Steve Reed

By:

Steve Reed

Steve Reed

Its: Chief Operating Officer

AMENDMENT No. 3

REFUSE COLLECTION AGREEMENT

CITY OF PORTLAND

THIS AGREEMENT is made as of the 28th day of October, 2013, by and between the City of Portland (the "City"), a Michigan municipal corporation, and Granger Waste Services, Inc. (the "Contractor"), a Michigan company, whose address is 16980 Wood Street, Lansing, MI 48906.

WHEREAS, the City adopted Ordinance No. 132A on October 18, 2004 (the "Ordinance"), pursuant to which the City selected the Contractor to be the sole Licensed Hauler of Residential Refuse, Recyclables, Yard Waste, and Bulk Waste (as hereinafter defined) within the City.

WHEREAS, the parties entered into a three (3) year contract for the Contractor to be the sole Licensed Hauler of Residential Refuse within the City; and

WHEREAS, the parties previously agreed to Amendment No. 1 which amended the terms and extended of the contract for two (2) additional years; and

WHEREAS, the parties previously agreed to Amendment No. 2 which amended the terms and extended of the contract for five (5) additional years; and

WHEREAS, the City desires to enter into another extension of the Contract with the Contractor to provide for the clean, orderly, and sanitary collection and transportation of refuse to protect the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as herein set forth, the parties agree to amend the Contract as follows:

8.0 Compensation

8.01 The City shall pay to the Contractor for the collection of Residential Refuse and Recyclables as provided herein as stated in "Residential Pricing Schedule." Residential Pricing schedule applies to Residential Units. Prices stated are monthly prices.

RESIDENTIAL PRICING SCHEDULE

SERVICE TYPE	PRICE (MONTHLY)
TWO (2) LARGE CARTS - REGULAR	\$ 13.68
TWO (2) LARGE CARTS- SENIOR	\$ 13.68
LARGE CART- REGULAR	\$ 6.84
LARGE CART- SENIOR	\$ 6.84
REGULAR CART - REGULAR	\$ 6.35
REGULAR CART- SENIOR	\$ 6.35
BAG TAGS	\$ 1.42

Property Owners may purchase tags for plastic bags of Refuse at the rate of \$1.42 per tag.

Additionally, City shall pay to the Contractor for the collection of Municipal Refuse and Recyclables as provided herein as stated in the "Municipal Pricing Schedule." Municipal Pricing Schedule applies to City Offices, Department of Public Works, City Utilities, and similar City facilities used for by the City. Prices are stated as monthly prices.

MUNICIPAL PRICING SCHEDULE

LOCATION	SERVICE TYPE	QUANT ITY	FREQUEN CY	PRICE (MONTHLY)
EXISTING SERVICES				
600 MORSE DRIVE	2 YARD FEL	1	1X/WEEK	\$148.40
600 MORSE DRIVE	2 YARD FEL (SWITCHER)	1	1X/WEEK	\$0.00
451 MORSE DRIVE	6 YARD FEL	1	3X/WEEK	\$364.00
723 E. GRAND RIVER	2 YARD FEL	1	1X/WEEK	\$148.40
OPTIONAL SERVICES (REPLACES APPROXIMATELY 40 RESIDENTIAL CARTS)				
DOWNTOWN	8 YARD REL	1	2X/WEEK	\$175.00
DOWNTOWN	8 YARD REL	1	3X/WEEK	\$252.00

REL = REAR END LOAD SERVICE
FEL = FRONT END LOAD SERVICE

For the service years February 1, 2014 through January 31, 2017 and optional extension service years February 1, 2017 through January 31, 2019 the Contractor may annually increase these rates by the Consumer Price Index (CPI) for Midwest urban areas as determined by the U.S. Department of Labor for the preceding year but the annual increase may not exceed three (3) percent. At no time may a negative value be used for CPI adjustments.

The total number of Residential Units being serviced, and the proportion of Residential Units utilizing the large and small size Residential Refuse Containers, shall be determined by the City pursuant to Section 7.01 hereof and reported to Contractor.

Payments of said monthly installments shall be made on or before the thirtieth (30th) day of each month for services performed in the preceding month.

Additionally, Contractor will provide container service for the City's Spring Clean-Up at a rate of \$365 per 30-yard container of refuse. This rate shall not be increased during the term of this Contract. Contractor will provide a minimum of four (4) 30-yard containers and an on-site coordinator the day of the clean-up for scheduling switch outs and making sure containers are readily available so that there is no interruption of service and to handle waste acceptance issues. Tires are not accepted and City employees will help observe material disposed of by residents. Granger reserves the right to reject waste materials that do not meet its waste acceptance policy guidelines applicable at its

landfills. City may arrange for the disposal of recyclable metals by a separate contract.

Contractor will provide container service for the City's recycling station without a rental charge for the container. Contractor will provide recycling container service at a rate of \$144.95 per haul for the container for cardboard, \$204.95 per haul for 20-yard container for tin and glass, and \$264.95 per haul for the mixed plastic bottles/jugs cage. This rate shall not be increased during the term of this contract.

Contractor may request an increase in rates to accommodate cost increases greater than 5% due to regulatory charges imposed by the State of Michigan. No other surcharges will be allowed.

8.02 The Contractor shall be entitled to compensation for excess Residential Refuse collected by the Contractor pursuant to Section 4.02 at the rate equal to the price for bag tags.

13.0 Term of Contract

13.01 The term of this Contract shall be from January 1, 2005 through January 31, 2017, with options to extend by mutual agreement of the parties for an additional two (2) years covering service years February 1, 2017 through January 31st, 2019, and subject to the City's option to extend the term of this Contract pursuant to Section 13.02. City and contractor agree to notify one another a minimum of 90 days prior to the end of service year of their intent to not extend agreement. Failure to provide such notice shall result in the contract being extended an additional 90 days.

WITNESSED BY:

CITY OF PORTLAND

By: _____

By: _____
James E. Barnes
Its: Mayor

By: _____

By: _____
Monique I. Miller
Its: City Clerk

WITNESSED BY:

GRANGER WASTE SERVICES, INC.

By: _____

By: _____
Sean McHugh
Its: Director of Sales and Marketing

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-90

A RESOLUTION RATIFYING SUBMISSION OF
A GRANT APPLICATION FOR RADAR SPEED SIGNS

WHEREAS, on October 21, 2013, a resident who is concerned about the speed of traffic on Lyons Road advised the City of a grant opportunity through State Farm Insurance that might provide funding for radar speed signs; and

WHEREAS, the deadline for submitting the on-line grant application was October 31, 2013; and

WHEREAS, to take advantage of the grant opportunity the City Manager completed and submitted the on-line grant application, a copy of which is attached as Exhibit A, seeking funding for solar powered radar speed signs for use on Lyons Road.

WHEREAS, the City Manager requests that the City Council ratify his actions in submitting the grant application, a copy of which is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council ratifies and approves the City Manager's actions in submitting the grant application, a copy of which is attached as Exhibit A, seeking funding for solar powered radar speed signs for use on Lyons Road.
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: November 4, 2013

Monique I. Miller, City Clerk

Grant Application Process

[Logout](#)

Confirmation of Application Receipt:

* indicates required field

Your application was successfully submitted to State Farm. No further action is required. You can expect to receive notice on the status of your application by year end. To print a copy of this completed application go to 'File', then 'Print' on your browser toolbar. [Click here to return to the homepage when you are finished.](#)

Contact Information

Title	City Manager
* Prefix	Mr.
* First Name	Thomas
* Last Name	Dempsey
* Street Address	259 Kent Street
Address 2	
* City	Portland
* State or Province	Michigan
* Postal Code	48875
* Telephone	517-647-2931
Extension	
* E-mail Address	citymanager@portland-michigan.org

Organization Information

* Legal Name	City of Portland
* Street Address	259 Kent Street
Address 2	
* City	Portland
* State or Province	Michigan
* Postal Code	48875
Tax ID	38-600724
* Phone Number	

Exhibit
A

	517-647-7531
Fax Number	517-647-2938
* E-mail Address	citymanager@portland-michigan.org
Website Address	portland-michigan.org
Social Media Website Address(es)	https://www.facebook.com/pages/City-of-Portland-Michigan/170634402976395

Proposal Objectives

* Program Title	Lyons Road Traffic Calming 2014
* Program Start Date	01/01/2014
* Program End Date	12/31/2014
* Summary	Use traffic calming measures such as radar speed signs to make neighborhoods safer, more pleasant, and more livable. Reducing the speed of traffic to acceptable levels helps to achieve these goals. Traffic calming reduces accidents, collisions, noise, vibration, pollution, and crime.
* Intended Outcomes	Reduce traffic speeds in residential area and elementary school zone along Lyons Road to reduce speeds and prevent accidents.
* Purpose and Objectives	<p>Most pedestrian fatalities occur in urban areas (73%) at non intersection locations (77%) in normal weather conditions (90%) and at night (67%).</p> <p>Radar speed signs are effective in slowing cars down, particularly with today's highly visual, often distracted drivers. Also called speed display signs, driver feedback signs, and "your speed" signs, radar signs operate based on the feedback loop theory: when we are presented with information about our performance, we tend to notice and improve. Extensive research has proven that feedback loops affect real and positive change on people's behavior. Radar speed display signs have been shown to slow drivers an average of 10%, usually for several miles.</p> <p>Each 1 mph reduction in vehicle speed reduces collisions by 5%. A motorist driving at 40 mph who sees a pedestrian 100 feet ahead will be driving at 38 mph when he hits him. If the same driver was travelling at 25 mph he would have time to stop completely before reaching the pedestrian.</p> <p>vtpi.org</p>
* Program Established	2014
* Demonstrated Success	N/A
* Program Activities	Purchase and install 2 solar/battery operated radar speed signs on Lyons Road in the vicinity of <i>Westwood Elementary</i> . Use traffic monitoring software to assess signs impacts on traffic and need for assigning law enforcement to reduce speeds.

* State Farm Connection	Announce collaboration with State Farm to make Portland streets and neighborhoods safer with grant funding of radar signs for program comes from State Farm at televised Council meeting, conduct ribbon cutting with press releases to newspapers to announce new signs funded by State Farm and the purpose behind the program. Provide periodic updates on results acknowledging financial; assistance from State Farm to Council, on Website, and Social media. Incorporate State Farm Logo, with permission, on updates posted on City website and Facebook page.
* Elected Officials and/or Community Leaders	Police Chief James Knobelsdorf has been running radar from a police cruiser in that neighborhood and acknowledges the need to reduce speed in that area. Data from the traffic monitoring software would assist in deploying personnel at times of high noncompliance with posted speed limits.
* Communicate Results	Use traffic software that comes with signs and police statistics to prepare reports to City Council at televised City Council meetings. Issue press releases about effectiveness of program to the media. Provide periodic updates on results acknowledging financial; assistance from State Farm to Council, on City website, and social media. Incorporate State Farm Logo, with permission, on updates posted on City website and Facebook page.
* Semi-annual and Final Results	Yes

Budget

* Requested Amount	\$5,648.00
* Charitable Amount	\$5,648.00
* Non-Charitable Amount	0
* Program Budget	2- SP 100 with Solar Panel and 3-Cell Battery back-up @ \$2,499 each = \$4,998; 2-Universal Mounting Bracket @ \$125 each = \$250 and data collection software is priced at \$400. Total \$5,648
* Overall Funding	Police Officer time is estimated at 260 hours for the year. Average Officer cost including Fringes is \$33.73/hour. Total cost for officer time is estimated at \$8,769 for the year.
* Other Program Funding	None at this time.
* Previous Funding	No

Geographical Data

* Geographical Area Served	Michigan
* Specific Area	City of Portland
* Schools or School Districts Impacted	Portland Public Schools

Demographics

Demographics	
* Participants Impacted	4,500
* Ethnicity Served	1% Black \ African American 1% Hispanic \ Latino 97% White 1% Not Specific
* Age Group Served	100% All Ages
* Gender Served	100% All
* Population Served	100% All Populations

Communication Strategy

* Communication Plan	Announce grant funding of radar signs for program comes from State Farm at televised Council meeting, conduct ribbon cutting with press releases to newspapers to announce new signs funded by State Farm and the purpose behind the program. Provide periodic updates on results acknowledging financial; assistance from State Farm in City newsletter and press releases to media.
* Program Communication	Grantee
* Use of Media	Community Media (non-profits, business partners, community leaders, elected officials) Public Relations Media (broadcast, print) Social Media
* State Farm Recognition	Invite local State Farm Insurance agent to the Council meeting announcing the grant funding of radar signs for program comes from State Farm. Invite local State Farm Insurance agent to conduct ribbon cutting for new signs and send photos and press releases to newspapers to announce new signs funded by State Farm and the purpose behind the program. Provide periodic updates on results acknowledging financial; assistance from State Farm in City newsletter and press releases to media.

Attachments

Attachments	
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PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-91

A RESOLUTION APPROVING EXTENDING THE TIME FOR CITY COUNCIL MEMBERS TO TAKE THE OATH OF OFFICE UNTIL THE CITY COUNCIL MEETING FOLLOWING THE ELECTION

WHEREAS, the next City Council Election is November 5, 2013 and 3 of the 4 candidates currently hold seats on the City's Planning Commission; and

WHEREAS, Section 3.7 of the City Charter provides that the term of office of the Councilmen shall commence on the Monday next following the date of the regular City election at which they were elected, at eight o'clock P.M. local time; and

WHEREAS, Section 15 (5) of the Michigan Planning Enabling Act, Act 33 of the Public Acts of Michigan of 2008, as amended, provides in pertinent part:

1 or more members of the legislative body, or any combination thereof, may be appointed to the planning commission, as ex officio members, unless prohibited by charter. However, in a city, village, or county, not more than 1/3 of the members of the planning commission may be ex officio members

so only 2 of the 7 members of the City's Planning Commission may be members of the City Council that serve as ex officio members; and

WHEREAS, Section 5.7 of the City Charter provides that every officer, elected or appointed, before entering upon the duties of his office, shall take the oath of office prescribed by the Michigan Constitution and shall file the same with the Clerk, together with any bond required by this Charter or by the Council. In the case of failure to comply with the provisions of this section within ten days from the date of his election or appointment, such officer shall be deemed to have declined the office and such office shall thereon be vacant, unless the Council shall, by resolution, extend the time in which such officer may qualify as set forth above; and

WHEREAS, the next Planning Commission meeting is scheduled for November 13, 2013; and

WHEREAS, to avoid qualification issues on City Boards and Commissions, including the Planning Commission and City Council, the City Manager recommends that the City Council pass this Resolution to extend the time for newly elected Council Members to take the Oath of Office until it may be administered at the first Council meeting following the Monday next following the date of the regular City election at which they were elected.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves extending the time for newly elected Council Members to take the Oath of Office until it may be administered at the first Council meeting following the Monday next following the date of the regular City election at which they were elected.
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: November 4, 2013

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, October 21, 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 Knobelsdorf

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 Krause, to approve the Proposed Agenda as presented.

Yeas: VanSlambrouck, Krause, Calley, Fabiano, Barnes

Nays: None

Adopted

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

City Manager Dempsey presented information on funding for the City's Recreation Department. For the past several years the Recreation Fund has struggled to cover costs of operating. Last year the City transferred \$15,000 from its General Fund to the Recreation Fund to help underwrite the costs of recreation in the Community. Portland Township also provided \$8,000 of assistance so their residents could participate in programs at the same rates as charged to City Residents.

In an attempt to cope with decreasing cash balances and revenues the Recreation Department has increased program fees and sought sponsorships for signs and events. The City also increased its budgeted subsidy from \$15,000 to \$20,000 for the 2013-2014 Fiscal Year. This month the City completed the transfer of its subsidy. Based on an analysis of the Recreation Fund's revenues and expenses it appears that it will not have sufficient funds to continue operations through the current Fiscal Year.

City Manager Dempsey stated that he and the Recreation Department continue to explore options to support continued recreation programming in the community.

City Manager Dempsey reported that repairs have been completed on the Cooper-Bessemer engine at the Electric Department; everything is running well. The testing on the catalytic convertor should be done by the end of the month.

GRP Engineering has completed the field work and base maps for the mapping of the City's electrical system. The mapping should be completed by the end of the year.

The City will hold an Open House on Wednesday, October 30th from 4:00 – 6:30 p.m. in the Council Chambers at City Hall for residents that will be affected by the Knox, Barley and Storz Street Improvement Project. Information will be gathered by the engineers. Plans for the project will be presented to the City Council in November for approval for bid letting to follow this winter.

The Portland Community Arts Council will hold an Art Show on the 2nd Floor of City Hall as part of Holidayfest on November 22nd and 23rd.

The Portland Area Historical Society will host a Cemetery Walk on Sunday, October 27th at 2:00 P.M.

Oakwood Elementary students will participate in a Halloween Sidewalk Parade through the Downtown on Halloween, October 31st at 1:30 P.M.

Trick-or-Treating will be held on Halloween, October 31st from 6:00 – 8:00 P.M.

City Manager Dempsey recognized the efforts of the Department of Public Works in keeping leaves in the City picked up regardless of the weather. Their efforts not only keep Portland looking tidy but also keep the catch basins clean in order to prevent flooding during rain events.

The Portland City Council Election will be held Tuesday, November 5th from 7:00 A.M. to 8:00 P.M. on the 2nd Floor of City Hall.

Under New Business, the Council held the second reading of and considered Ordinance 180A to grant to Consumers Energy the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the City of Portland for a period of 10 years. City Manager Dempsey was able to successfully negotiate terms with representatives of Consumers Energy to keep language in the ordinance that would require them to replace lines older than 1960 and that would require them to work towards moving lines from under City streets.

The Ordinance was introduced for a First Reading at the September 16th meeting of the City Council as required by the City Charter. A copy of the Ordinance was placed on file and available for public inspection with the City Clerk for more than four weeks after publication of a Notice of Availability appeared in the Portland R&O.

Motion by VanSlambrouck, supported by Krause, to approve Ordinance 180A granting to Consumers Energy Company, its Successors and Assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the City of Portland, Ionia County, Michigan for a period of ten years.

Yeas: VanSlambrouck, Krause, Calley, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-83 to approve holding a circus with the Chamber of Commerce as a joint fundraiser for the Chamber and the Recreation Department. In 2012 the Circus held for

Riverfest brought in approximately \$2,115 in sponsorships and ticket sales. It is hoped that a partnership between the Chamber and the Recreation Department would result in more ticket sales and higher revenues to split between the organizations. City Staff recommends approval of this resolution.

Motion by Krause, supported by Fabiano, to approve Resolution 13-83 approving a proposal to hold a circus in Bogue Flats on Saturday, June 28th as a joint fundraiser for the Chamber of Commerce and the City Recreation program.

Yeas: Krause, Fabiano, VanSlambrouck, Calley, Barnes

Nays: None

Adopted

The Council considered Resolution 13-84 to amend the City's budget to increase the transfer from the General Fund to the Recreation Fund from \$20,000 to \$30,000. It is estimated this transfer will cover the shortfall in projected revenues until March of 2014 when Portland Township has traditionally provided their financial support.

Council Member Krause inquired if Danby Township contributed to the Recreation Fund.

City Manager Dempsey stated Danby Township has been approached about contributing to the Recreation Fund but has chosen not to because of their geographic location. Their jurisdiction covers multiple school districts and they do not donate to any others. As a result, Danby Township residents pay higher participation fees for recreation activities.

Motion by Krause, supported by Fabiano, to approve Resolution 13-84 to amend the Budget for Fiscal Year 2013-2014.

Yeas: Krause, Fabiano, VanSlambrouck, Calley, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Calley, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council meeting held on October 7, 2013, payment of invoices in the amount of \$101,631.32 and payroll in the amount of \$127,477.07 for a total of \$229,108.39. A purchase order to Michigan Electric Cooperative Association in the amount of \$7,667.00 for 2014 Safety Dues was also included.

Yeas: VanSlambrouck, Calley, Fabiano, Krause, Barnes

Nays: None

Adopted

Under Council Comment, Council Member Krause congratulated the PHS Varsity Boys Tennis team for finishing 7th in the State of Michigan and 1st in the public school teams.

Council Member Krause also commented that the Portland Area Service Group will host a Medicare Seminar on Wednesday, October 23rd.

Mayor Barnes stated he had a resident express their appreciation for the service of the Water Department. They had to have their water disconnected; the city employee gave his cell phone number to coordinate a quick shut off of the water so the resident wouldn't have to pay a plumber to wait.

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

Yeas: Fabiano, VanSlambrouck, Calley, Krause, Barnes

Nays: None

Adopted

Meeting adjourned at 7:27 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the October 21, 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 Knobelsdorf

Second Reading and Approval of Ordinance 180A granting to Consumers Energy Company, its Successors and Assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the City of Portland, Ionia County, Michigan for a period of ten years.

All in favor. Approved.

Approval of Resolution 13-83 approving a proposal to hold a circus in Bogue Flats on Saturday, June 28th as a joint fundraiser for the Chamber of Commerce and the City Recreation program.

All in favor. Approved.

Approval of Resolution 13-84 to amend the Budget for Fiscal Year 2013-2014.

All in favor. Approved.

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

All in favor. Approved.

Adjournment – Motion by Fabiano, supported by VanSlambrouck, to adjourn the regular meeting at 7:27 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
BOUND TREE MEDICAL LLC.	01543	SUPPLIES FOR EMR CLASS - AMBULANCE	112.10
DORNBOS, SIGN & SAFETY, INC.	00067	ROAD ENDS SIGN-LOC STS	38.30
DORNBOS, SIGN & SAFETY, INC.	00067	VEHICLE DOOR STICKERS - MOTOR POOL	147.20
DORNBOS, SIGN & SAFETY, INC.	00067	STOP SIGNS - MAJ STS, LOC STS	68.50
DORNBOS, SIGN & SAFETY, INC.	00067	SPEED LIMIT SIGNS - MAJ STS, LOC STS	194.25
DUANE CROSS	00642	PRYBAR/CHISEL- WATER	73.50
ELHORN ENGINEERING	00139	EL-CHLOR CARBOY - WATER	312.83
LEVI BEARD	02103	STUMP REMOVAL COMM. LAKE - PARKS	293.55
FAMILY FARM & HOME	01972	SUPPLIES - PARKS	18.98
GRAINGER, INC.	00172	TRAFFIC CONES -WATER	124.14
STEVE GROSHANS	MISC	REIMBURSEMENT MFR TUITION-AMB	500.00
INSOURCE SOLUTIONS GROUP INC.	01813	EFILED RETURNS - INCOME TAX	78.00
JOHN DEERE FINANCIAL	01818	PARTS & LABOR - PARKS, MTR POOL	113.90
KENDALL ELECTRIC	00225	METER WIRING FOR HYDRO METER-ELEC	407.15
KENDALL ELECTRIC	00225	MTER WIRING FOR HYDRO -ELECTRIC	39.84
MICHIGAN TASER DISTRIBUTING	01775	AIR CARTRIDGE SINGLE - POLICE	137.25
NYE UNIFORM CO.	00338	UNIFORMS - POLICE	365.57
POSTMASTER	00374	FIRST CLASS PRESORT - GENERAL	200.00
PORTLAND AREA FIRE AUTHORITY	02128	FLOOR SQUEEGESS AND HANDLES-AMB	146.17
R.D.J. SPECIALTIES INC	00382	KIDS HALLOWEEN BAGS-AMBULANCE	448.56
RESCO	00392	TRANSFORMERS - ELECTRIC	15,217.00
RESCO	00392	GROUNDING COUPLING - ELECTRIC	71.25
SCHAFFER PETROLEUM, INC.	00405	GAS - PARKS, CEMETERY	573.21
SCHAFFER PETROLEUM, INC.	00405	DIESEL FUEL - CEMETERY, PARKS	458.63
SCHAFFER PETROLEUM, INC.	00405	DIESEL FUEL - MOTOR POOL	498.98
STATE OF MICHIGAN	00428	BACTI SAMPLES - WATER	112.00
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC,WW,WTR,M POOL	129.84
WESCO	02222	COMPOSITE PAD-VAULT - ELECTRIC	795.00
WESTPHALIA MILLING CO.	00480	BAGS - CITY HALL	62.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
WOW! INTERNET-CABLE PHONE	02132	CABLE INTERNET - ELEC,WW,MTR POOL	111.44
NYE UNIFORM CO.	00338	UNIFORM NAME TAGS- POLICE	14.69
SPARROW OCCUPATIONAL HEALTH	00340	DRUG TESTS/EXAMS-POLICE,AMB	287.97
LITE'S PLUS	00243	LAMPS - CITY HALL	53.90
RESCO	00392	TRANS BOLT ASSEMBLIES - ELECTRIC	359.10
SOS OFFICE SUPPLY	02052	COPY PAPER- GENERAL	299.50
TOP QUALITY GLOVES	02227	GLOVES FOR EMS - AMBULANCE	139.50
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMBULANCE	59.70
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	5,000.00
MICHIGAN TAX TRIBUNAL	01062	TWO MOTION FILING FEES - ASSESSING	100.00
SCHAFFER PETROLEUM, INC.	00405	DIESEL FUEL -ELECTRIC	836.53
MUNICIPAL SUPPLY CO.	00324	COUPLING W GASKET - WATER	90.94
MUNICIPAL SUPPLY CO.	00324	ORION REMOTE MODULE - WATER	13.58
MUNICIPAL SUPPLY CO.	00324	CORRUGATE SOLID PIPE - ELECTRIC	57.20
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	54.60
J.J. KELLER	MISC	CONFINED SPACE ENTRY PERMIT- VAR DEPTS	26.95
RYAN HONSOWITZ	00191	UNIFORM ALLOWANCE - PARKS	137.96
LAERDAL MEDICAL CORPORATION	02228	CPR BOOKS - AMBULANCE	154.26
FAMILY FARM & HOME	01972	QUICK LINK - WASTE WATER	2.49
KATHY'S CLEANING	01684	OCTOBER CLEANING SVC - CITY HALL	745.00
WINDEMULLER	02229	PLC PROGRAMMING/MATERIALS-WASTE WTR	722.86
CUSTOM EMBROIDERY PLUS	02230	SHIRT ORDER FOR NEW LOGOS- AMBULANCE	2,492.95
CUSTOM EMBROIDERY PLUS	02230	SHIRTS - AMBULANCE	206.00
FLEIS & VANDENBRINK	00153	2014 STREET IMPROV - LOC STS,WTR,WW	1,943.83
GRP ENGINEERING INC.	01994	MAPPING SERVICES -ELECTRIC	5,824.49
MICHIGAN LOCAL GOVT MGMT ASSN	00279	REGISTRATION - CITY MGR	55.00
MRE SERVICES, INC.	00318	COMPUTER SERVICES FOR SEPT - GEN,AMB,POLICE	891.49
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	52.30
R.E. RISK & ASSOC.	01315	SERVICE FEE -INCOME TAX	52.30

Date: 10/30/13

CITY OF PORTLAND INVOICE REGISTER

Page: 3

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ON THE LEVEL CONCRETE LLC	02141	REPLACE CURB,GUTTER, SIDEWALK WARREN ST-COMM PF	1,450.00
SCHAFFER PETROLEUM, INC.	00405	FUEL - ELECTRIC	716.56
FARABEE MECHANICAL, INC.	00148	COVER GASKETS - ELECTRIC	907.50
HASTINGS FIBER GLASS PRODUCTS	01124	RUBBER CLAMPS/CONDUCTOR CLAMPS- ELECTRIC	356.72
NICK MARTIN	MISC	HEART SAVER FIRST AID/CPR/AED TRAINING-POLICE	70.00
IONIA COUNTY TREASURER	00209	ROAD PATROL - POLICE	305.04
KEUSCH SUPER SERVICE	00228	BRASS VALVES/TIRES - MTR POOL	190.00
OLD DOMINION BRUSH	00341	BOXES WIRE BROOMS - MOTOR POOL	212.48
LITE'S PLUS	00243	LIGHTS FOR CITY HALL - GENERAL	99.00
Total:			\$46,831.53

BI-WEEKLY
WAGE REPORT
October 28, 2013

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	8,528.98	78,664.15	2,814.55	37,749.64	116,413.79
ASSESSOR	1,143.36	11,390.98	379.89	3,452.52	14,843.50
CEMETERY	2,478.75	32,813.24	821.00	10,448.98	43,262.22
POLICE	12,993.40	116,992.06	1,809.74	35,761.02	152,753.08
CODE ENFORCEMENT	570.02	5,371.74	189.39	1,728.61	7,100.35
PARKS	1,536.75	27,003.18	512.79	5,397.21	32,400.39
INCOME TAX	1,418.36	12,758.32	465.76	7,633.30	20,391.62
MAJOR STREETS	2,518.23	22,563.41	832.55	14,113.85	36,677.26
LOCAL STREETS	2,321.57	14,994.92	767.86	9,211.40	24,206.32
RECREATION	1,964.80	17,648.19	649.66	7,674.50	25,322.69
AMBULANCE	12,956.09	90,326.71	2,153.54	17,861.96	108,188.67
DDA	1,614.95	14,507.20	536.57	4,633.42	19,140.62
ELECTRIC	21,418.95	150,164.13	7,084.33	72,730.44	222,894.57
WASTEWATER	8,431.80	72,795.95	2,762.85	36,152.24	108,948.19
WATER	5,513.15	46,236.26	1,802.77	22,168.02	68,404.28
MOTOR POOL	2,867.85	21,123.50	949.64	12,501.56	33,625.06
TOTALS:	88,277.01	735,353.94	24,532.89	299,218.67	1,034,572.61

BI-WEEKLY CASH BALANCE ANALYSIS
11/4/2013

FUND	BEGINNING BALANCE	RECEIPTS	EXPENSES	JOURNAL ENTRY RECEIPTS	JOURNAL ENTRY EXPENSES	CASH BALANCE	TIME CERTIFICATES	ENDING BALANCE
GENERAL	810,125.18	25,837.17	40,504.67	26,570.00		822,027.68	235,000.00	1,057,027.68
INCOME TAX	11,788.97		4,725.66		2,460.00	4,603.31	10,000.00	14,603.31
MAJOR STREETS	227,933.00		3,482.16		1,786.00	222,664.84	-	222,664.84
LOCAL STREETS	74,187.36	1,536.49	6,292.45		577.00	68,854.40	-	68,854.40
RECREATION	4,839.58	1,500.00	2,614.46		1,060.00	2,665.12	-	2,665.12
AMBULANCE	226,464.17	4,000.00	20,618.52		2,279.00	207,566.65	-	207,566.65
CAPITAL IMPROVEMENT-STREETS	1,384,323.00					1,384,323.00		1,384,323.00
REFUSE COLLECTION	21,175.41	3,539.94				24,715.35	-	24,715.35
ELECTRIC	310,602.19	206,452.09	233,681.07		6,075.00	277,298.21	565,000.00	842,298.21
WASTEWATER	43,328.30	42,191.23	22,031.20		23,825.00	39,663.33	-	39,663.33
WATER	521,525.51	31,456.53	15,219.75		4,708.00	533,054.29	420,000.00	953,054.29
MOTOR POOL	10,789.47		5,031.03		2,917.00	2,841.44	-	2,841.44
DDA	49,821.02					49,821.02	-	49,821.02
TOTALS:	3,696,903.16	316,513.45	354,200.97	26,570.00	45,687.00	3,640,098.64	1,230,000.00	4,870,098.64
							365,000.00	365,000.00
							170,000.00	170,000.00
							130,000.00	130,000.00
							436,289.50	436,289.50
							290,264.11	290,264.11
							181,732.71	181,732.71
							65,379.18	65,379.18
							37,115.91	37,115.91
							2,905,781.41	6,545,880.05

* CASH IN TIME CERTIFICATES
**INVEST IN TIME CERTIFICATES

ELECTRIC-RESTRICTED CASH
CUSTOMER DEPOSIT CD
PERPETUAL CARE CD
INCOME TAX SAVINGS
ELECTRIC-PRIN & INT ESCROW
WASTEWATER -DEBT ESCROW
WASTEWATER-REPAIR ESCROW
DDA-PRIN/INT ESCROW



Winter Parking Ban Frequently Asked Questions

What is it? The Winter Parking Ban (WPB) is a seasonal status change that prohibits parking vehicles on any street or alley between the hours of 2:00 a.m. and 6:00 a.m. from November 1st through April 1st each year to facilitate snow removal operations.

Why do we need it? The Winter Parking Ban is in place because of the potential for snowfall in this region. The snow is most efficiently cleared at night when there is little traffic. In order for the City streets to be cleared of snow, the snow removal crews need every available minute between 2:00 a.m. and 6:00 a.m.

Why do we need it on nights that it doesn't snow? Keeping a consistently-active WPB eliminates the need to guess on the ban's status, and takes into account the prospect of fast-changing weather in Michigan. Other communities have experimented with a policy where the WPB went into effect only on nights it snowed and determined that when it did snow, the snow crews spent more time moving CARS than they did moving SNOW.

Why is it so strict? Plowing the City is an enormous job. The City has three snowplow vehicles to do the job. Permitting parking on one side of the street depending on whether the date is odd or even means that snow removal crews cannot clear the entire street. Cars

left on the street are plowed-in and often are not moved to allow plowing the other side of the street the next day. When the cars are moved the snow that surrounded them remains and has often hardened into ice making it difficult to remove. Patches of ice are a safety hazard and may remain until warmer temperatures allow salt to melt it. The WPB may seem strict for some, but it provides snow removal crews with precious time to get the City ready for business. Like any enforcement issue consistency is the key. Enforcement starts promptly at 2:00 a.m. You don't have to be parked the entire night to qualify for enforcement....ANY parking during the banned hours is not allowed!

OK, so where *can* I park?

Good question. Here is the info on parking lots where you can park. Overnight parking is allowed at:

- The Maple Street Parking Lot at Grand River Avenue
- The City Hall Parking Lot
- The Canal Street Lot at Bridge Street
- The Thompson Field Parking Lots

Overnight parking is prohibited at

- Scout Park Parking Lot

Cars may not be left in any of the parking lots for more than 48 hours or they may be tagged and towed as abandoned vehicles.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRMAN

STEVE ARWOOD
DIRECTOR

October 23, 2013

Portland City Council
Attn: Clerk
259 Kent Street
Portland, MI 48875-1495

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

Request ID #: 714195

Transfer ownership of 2013 Class C & SDM Licenses

Name of applicant(s): Hot Shots Tavern, Inc.

Business address and phone: 137 Kent, Portland, MI 48875, Ionia County

Home address and phone number of partner(s)/subordinates:

Michael D. Palm, 850 Kent Street, Portland, MI 48875, C (616) 822-0332

Carol A. Abood-Palm, 850 Kent Street, Portland, MI 48875, C (517) 290-4214

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011



2512 Lansing Road
Charlotte, Michigan 48813

October 30, 2013

Tom Dempsey, City Manager
City of Portland
259 Kent St.
Portland, MI 48875

This letter is to advise you that on December 10, 2013 we will be making some changes to the digital service Music Choice. These are the changes that will occur on that day:

- Classic Alternative will be dropped from channel 906
- The following programming will be added to our Music Choice selections – Teen MC on channel 906, Pop Rhythmic on channel 946, Pop Country on channel 947, Y2K on channel 948, and Love Songs on channel 949.

Should you have any questions or concerns about this change, please feel free to contact me at 517-319-3150 or candersen@wideopenwest.com.

Regards,

Christian Andersen
System Manager
candersen@wideopenwest.com
517.319.3150



Status of Competition for Video Services in Michigan

Here is the information you have submitted.

Please print a copy for your records.

Franchise Entity:	City of Portland
Address:	259 Kent Street
Address 2:	
City:	Portland
County:	Ionia
State	MI
Zip:	48875
Contact Person:	Thomas J. Dempsey
Phone:	517-647-2931
Contact Email:	citymanager@portland-michigan.org
Providers Prior	1
Providers since 01/01/11	0
Total Agreements	1
Current Provider	other
Other	WOW!
Satellite Providers in your community	dish network direct tv
Other	
Aware of Public Act 4?	Yes
Receive Complaints?	Yes
Number of Complaints	6
Resolve Attempts	Yes
Complaints to MPSC	2
Complaint Type	Customer Service Service/Equip
Other	
Awareness of MPSC	Yes
Informal Disputes	No
Dispute Regarding	
Other Disputes	
Contact MPSC about Disputes	No
Impact on Community	Competition: None Franchise Fee Payments: None PEG Fee Payments: None Complaints: Increase Other: None
Other	
Quality of Service	Customer Service Quality: Decrease PEG Studios and Equipment: None Services Offered Decrease Number of CSCs None Other: None
Other	
PEG Channels	Yes
Complete survey before 2013?	Yes
E-mail Notifications?	citymanager@portland-michigan.org
E-mail Announcement	Yes
E-mail Contact Info	
Recommendations	
Date Submitted	11.01.2013

IONIA COUNTY BOARD OF COMMISSIONERS
Regular Meeting
October 8, 2013
4:00 p.m.

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

Members present: Lynn Mason, Larry Tiejema, Jim Banks, Scott Wirtz, Jack Shattuck, Brenda Cowling-Cronk (arrived at 4:09 p.m.) and Julie Calley

Others present: Tom Thelen, Doug DeVries, Jim Valentine, Diane Adams, John Bush, Lynette Seiler, Don Lehman, Ken Bowen, Marilyn Smith, Karen Bota, Judy Clark, Dale Miller, Stephanie Hurlbut and Tonda Rich

Approval of Agenda

Moved by Mason, supported by Banks, to approve the agenda as presented. Motion carried by voice vote.

Consent Calendar

- A. Approve minutes of the previous meeting(s)

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

Unfinished Business

(The Community Corrections Bylaws discussion was addressed later in the agenda)

New Business

- A. Moved by Banks, supported by Tiejema, to open the public hearing on the 2014 Budget at 4:03 p.m. Motion carried by voice vote.

The Chair asked for public comment on the budget. No one addressed the Board.

County Commissioners were given the opportunity to comment on the proposed 2014 budget.

Moved by Banks, supported by Shattuck, to close the public hearing at 4:08 p.m. Motion carried by voice vote.

- B. Moved by Shattuck, supported by Banks, to adopt the 2014 Ionia County General Appropriations Act. The Resolution was adopted by the following roll call vote: yes – all. The Resolution is as follows:

**RESOLUTION TO ADOPT THE
2014 IONIA COUNTY GENERAL APPROPRIATIONS ACT**

WHEREAS, the Uniform Budgeting and Accounting Act ("UBAA"), Public Act 621 of 1978, as amended, requires that each local unit of government adopt a balanced budget for all required funds; and,

WHEREAS, The County Administrator has received input from officials responsible for providing mandated services to determine serviceable levels and the funds to sustain such levels, and has reported these requests to the Board of Commissioners acting as Committee-of-the-Whole along with recommended funding levels; and,

WHEREAS, The Ionia County Board of Commissioners ("Board") has examined the requests and recommendations and has taken into consideration the fact that there are certain required functions of county government or operations that must be budgeted at a serviceable level in order to provide statutory and constitutionally required services and programs.

NOW, THEREFORE, BE IT RESOLVED, that the County Treasurer is hereby directed to collect 4.6434 mills for the County's general operations, which may be subject to future amendment based on changes in the Headlee Millage Reduction Fraction and finalized Taxable Values.

BE IT FURTHER RESOLVED, that this budget reflects a reasonable allocation of available resources to the various County departments, boards, and agencies, and allows for all mandated services, programs, and activities, including the courts and the constitutional and statutory offices, to be performed at and above reasonable, necessary, and serviceable levels.

BE IT FURTHER RESOLVED, that the appropriations for the General Fund and Special Revenue Funds are adopted at the Fund level, and that the amounts indicated in the accompanying detail are hereby appropriated from the appropriate funds of the County of Ionia according to the activities and accounts contained in that detail, incorporated herein by reference, and that such appropriations shall be restricted in accordance with board policies to the purpose described in the title of the accounts specified in the detail and by the provisions of this Act (program summaries are provided for information only).

BE IT FURTHER RESOLVED, that the following restrictions and obligations shall apply to these appropriations and anyone who accepts funds pursuant to this Act or otherwise incurs expenditures in expectation of County funding shall be deemed to have agreed to these restrictions and obligations:

1. All terms in this Act shall have the meaning assigned to them by the Uniform Budgeting and Accounting Act. The term "budgetary center" includes all courts and offices of the courts receiving funds through this General Appropriations Act.
2. The County Administrator shall serve as the Chief Administrative Officer and the Fiscal Officer, as defined in the UBAA.
3. All budgetary centers receiving funds herein shall abide by the UBAA and the Uniform Chart of Accounts referenced therein. Each administrative officer in charge of a budgetary center shall promptly provide the Fiscal Officer with all information that the Fiscal Officer considers necessary and essential to the preparation of a County budget for the ensuing fiscal period.

4. The amounts appropriated herein shall be paid from the County Treasury at the time and in the manner provided by law, in this Act, and other applicable policies or resolutions of the Board, whether enacted to date or subsequently adopted.
5. Expenditures and revenues shall be recorded and reported in the manner provided by law. Fees and other money received by budgetary centers shall be forwarded promptly to the County Treasurer and credited to the appropriate County Fund, except as otherwise provided by this Act or by any other resolution or policy of the Board.
6. Each budgetary center shall limit expenditures within the appropriations authorized herein and shall not attempt to expend funds at a rate which will eventually result in a deficit in any account without prior approval of the Board, except as otherwise provided by law. All expenditures of county funds and other funds under the control of any budgetary center shall be expended only for the purposes attached to the accounts and within the various policies of the Board, including any applicable collective bargaining agreements, and personnel policies that are approved by the Board of Commissioners. The County of Ionia shall only be responsible for the payment of purchases made in accordance with the provisions of MCLA 46.13b, Act 58 of 1909, the UBAA, and any policies or resolutions of the Board, whether enacted to date or subsequently adopted.
7. No overtime shall be paid without advance approval of the Board. Where a budgetary center has been given an overtime line item, the administrator for that budgetary center shall have the authority to approve overtime within the budgetary limits set by the Board within this Act, or subsequent amendments to this Act. If the total amount of overtime in any given month exceeds 1/12th of the amount allocated, the administrator for that budgetary center shall submit to the Board of Commissioners in writing a detailed report outlining why overtime for that month exceeded 1/12th of the allocation.
8. Only essential travel will be permitted as stated in the County Personnel Policy and the County Travel Policy. Conferences must be in the best interest of the County. The County will not reimburse employees for the expenses incurred by the employee's spouse or family members attending a conference.
9. All memberships and dues shall be paid out of the appropriate budgetary center.
10. Court-related consultants (expert witnesses), jurors, witnesses, and attorney fees, have been placed in established budgetary centers. Approval of all expenditures related to these accounts shall remain with the appropriate court in accordance with the limits set for appropriations as authorized in this Act and any subsequent amendment to this Act.
11. The County Administrator shall be authorized to transfer appropriations between line items within an activity upon request of an activity administrator under the following limitations:
 - A. Funds may not be transferred from supplies and services to wages and benefits for the purpose of creating permanent positions.
 - B. Such transfers shall be reported in writing to the Board of Commissioners.
12. The County Administrator shall be authorized to transfer appropriations among activities within a fund upon the request and/or with the written consent of the activity administrators allocating and receiving the funds, according to the following limitations:

- A. Funds may not be transferred from supplies and services to wages and benefits for the purpose of creating permanent positions.
- B. No activity shall allocate or receive more than \$10,000 in any transfer.
- C. Such transfers shall be reported in writing to the Board of Commissioners.

13. The County Administrator shall be authorized to make year-end transfers among activities or funds or with such amounts that may be available in the Contingency of the General Fund, as may be necessary to insure that activities or funds do not end the fiscal year in a deficit condition. All such transfers shall be recorded in the official financial records of the County through the normal accounting process. The County Administrator shall consult with and receive written approval from the Chairman and the Vice-Chairman of the Board of Commissioners before authorizing year-end transfers, and shall submit in writing a record of the transfers to the Board of Commissioners.

14. The Personnel Allocations contained in this budget shall limit the number of permanent full time equated (FTE) employees who can be employed, and no funds are appropriated for any position not listed in the Personnel Allocations. In addition, the job position titles, pay classifications, and full time equated designations for each position are deemed to be the correct classifications and are hereby incorporated into the Personnel Allocations, and any modification of employment classifications may be done only through authorization by the Board of Commissioners.

15. The Board of Commissioners reserves the right to change the Personnel Allocations and the County Elected Officials and County Department Heads shall abide by whatever changes are made by the Board of Commissioners, if any, relative to the approved positions and the number of employees stated in the Personnel Allocations. When a position becomes vacant, it shall not be filled without the express authorization of the Board of Commissioners.

16. Positions that are listed under Personnel Allocations that are supported by grant, cost sharing, reimbursement, or some other source of outside funding are only approved contingent upon the County receiving the budgeted revenues. Upon notification that budgeted funding of a position shall not be received, the elected official or department head shall immediately notify the County Administrator, who shall notify the Board of Commissioners, and that position shall be immediately removed from the Personnel Allocations once the outside funding has been exhausted.

17. Line item appropriations that represent the estimated costs of operating the Ionia County trial courts are contingent upon reimbursements to Ionia County by the State of Michigan in accordance with MCLA 600.151(b).

18. If a budgetary center employs at any time fewer employees than the maximum specified for the appropriate account in this Act, unexpended appropriations in an amount identified with the unfilled position(s) by payroll records shall immediately and automatically revert to General Fund Contingency, unless otherwise authorized by the Board without limitation, or by the County Administrator under the following limitations:

- A. Temporary full-time or part-time positions or overtime may be allocated by the County Administrator at the request of a department head as long as the funds are available within a department's wage line item. Any such positions shall be considered employees as determined by IRS regulations and, as such, shall be paid by the County through the normal payroll process.

19. Contracts for goods or services must be authorized for signature by the Board of Commissioners in accordance with Board Policy. All such contract negotiations shall be coordinated with the County Administrator. No expenditure of funds for such contracts shall take place until the Board of Commissioners has authorized contract signatures.

20. Salaries established for the following elected county officials are deemed to be the total salary for each official and inclusive of any statutory fees, per diems, or other payments.

Prosecuting Attorney	\$ 84,893
Sheriff	\$ 75,991
Clerk	\$ 52,219
Treasurer	\$ 52,219
Drain Commissioner	\$ 52,219
Register of Deeds	\$ 52,219

21. The County Administrator is hereby authorized to execute transfers from one fund to another that are specifically allocated in this General Appropriations Act or any amendments thereof that are adopted by the Board of Commissioners.

BE IT FURTHER RESOLVED, that funds earmarked within the General Fund Designated Fund (102) shall not be expended without specific authorization from the Board of Commissioners and approval for the release of those funds by the County Administrator, with the following exception: the County Administrator is authorized to expend up to \$10,000 from any item in which funds were earmarked by the Board of Commissioners as long as the expenditure is consistent with the intent for which the funds were earmarked. Such authorization shall be reported to the Board of Commissioners, and must be made in accordance with relevant policies adopted by the Board of Commissioners, including but not limited to the County Purchasing Policy.

BE IT FURTHER RESOLVED, that revenue received by the County under Public Acts 106 and 107, 1985, (Convention Facility Tax revenue) shall not be used to reduce the County's operating millage as defined by P.A. 2, 1986. In accordance with P.A. 2 of 1986, 50 percent of the actual Convention Facility Tax revenue not used to reduce the County's operating tax rate shall be appropriated to substance abuse agencies as recommended by the appropriate Substance Abuse Advisory Council appointed by the Board of Commissioners, with the remaining revenues to be deposited into the County's General Fund.

BE IT FURTHER RESOLVED, that revenue received from the County under Public Act 264 of 1987, (Health and Safety Fund Act) shall not be used to reduce the County's operating millage, and that 12/17th of the actual Health and Safety Fund Act revenue not used to reduce the County's operating tax rate shall be appropriated to the Ionia County Health Department, with the remaining revenues to be deposited into the County's General Fund.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the following individuals or appointed boards to incur obligations and expend funds from the so mentioned Special Revenue Funds:

Commission on Aging Board for the Commission on Aging Fund
Soldiers and Sailors Relief Board for the Soldiers and Sailors Relief Fund
Veterans Trust Fund Board for the Veterans Trust Fund

Central Dispatch Advisory Board for the Central Dispatch Fund
Chief Circuit Court Judge and Friend of the Court for the Friend of the Court Fund
Board of Commissioners for all other Special Revenue Funds

except that in recognition of the fact that the Ionia County General Fund is ultimately responsible for balancing all deficit funds, expenditures from the aforementioned funds shall occur with the following limitations:

1. In the event that it becomes apparent that the actual and probable revenues from all sources expected by a Fund are less than the estimated revenues, including applicable surplus, upon which expenditures are based, the managing board or individuals responsible for the Fund shall be required to cause the total expenditures to not exceed the total of revised estimated revenues. Any such anticipated reduction in revenue shall be reported to the Board of Commissioners in writing as soon as it becomes apparent that such a reduction will occur.
2. Managing boards or individuals shall not increase expenditures beyond those appropriated without prior approval of the Board of Commissioners, even if it becomes evident that revenues, plus available surplus, are exceeding estimated amounts and such additional expenditures could feasibly be made.
3. Employment contracts shall not become effective until first reviewed and approved by the Board of Commissioners. All employment contract negotiations shall be coordinated with the County Administrator, who shall serve as the lead negotiator for all contract negotiating teams.

BE IT FURTHER RESOLVED that this Act shall become effective January 1, 2014. The Board may amend this Act at any time and any appropriation made hereunder may be increased or decreased at the Board's discretion.

- B. Ionia County Drain Commissioner, John Bush, presented the 2013 Annual Drain Report and answered questions from the Board. Moved by Shattuck, supported by Wirtz, to approve the 2013 Annual Drain Report pursuant to Section 31 of Chapter 2 of Act No. 40 of the Public Act of 1956. Motion carried by voice vote. (A copy of the 2013 Annual Drain Report is on file in the Clerk's Office).

Unfinished Business

- A. Ionia County Sheriff, Dale Miller, presented changes to the Community Corrections Bylaws stating that the Bylaws with the proposed changes make the Bylaws easier to understand. Moved by Tiejema, supported by Mason, to approve the updated Community Corrections Bylaws as presented. Motion carried by voice vote.

New Business (continued)

- C. Moved by Tiejema, supported by Shattuck, to fill the Certified Wellness Technician position up to (2) two individuals and to not exceed .53 hours. Motion carried by voice vote.

- D. Moved by Mason, supported by Cowling-Cronk, to approve the AAAWM 2014 – 2016 Nutrition Contract for the Ionia County Commission on Aging and authorize the Chair’s signature. Motion carried by voice vote.
- E. Moved by Tiejema, supported by Shattuck, to approve the AAAWM 2014 – 2016 Supportive Services Contract for the Ionia County Commission on Aging and authorize the Chair’s signature. Motion carried by voice vote.
- F. Moved by Mason, supported by Wirtz, to approve the 2013 Emergency Management Performance Grant and authorize the Chair’s signature. Motion carried by voice vote.
- G. Moved by Mason, supported by Tiejema, to approve adding the City of Belding to the Place Making Program, which is a CDBG project. Motion carried by voice vote.
- H. County Clerk, Tonda Rich, stated that two positions (one Republican and one Democratic) on the Board of Canvassers are set to expire on October 31, 2013. Both political parties have submitted their nominations for these positions. Pursuant to MCL 168.24c, the Board of Commissioners were presented with ballots to cast their vote for the appointments to the Ionia County Board of Canvassers. The results tallied from the ballots were seven (7) votes for Melanie Bennett, Republican and seven (7) votes for Jan Powell, Democrat.
- I. Moved by Cowling-Cronk, supported by Tiejema, to approve posting for the position of the Ionia County Health Officer. Hurlbut stated that she is going to contact the surrounding counties to see who their Health Officer reports to and will bring that information back to the Board. Motion carried by voice vote.

Chairperson’s Report

- 1) Thanked the County Administrator, Department Heads and the Elected Officials for the work done on the 2014 budget.

County Administrator’s Report

- 1) Also thanked the Board and the Department Heads and staff for their work on the 2014 budget as well.
- 2) Updated the Dashboard on the website
- 3) The Rail Trail is moving right along

Moved by Banks, supported by Wirtz, to adjourn the meeting at 4:53 p.m. Motion carried by voice vote.

Julie Calley, Chair

Tonda Rich, Clerk

Minutes approved on

IONIA COUNTY BOARD OF COMMISSIONERS
Committee-of-the-Whole
October 15, 2013
4:00 p.m.

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

Members present: Jack Shattuck, Julie Calley, Scott Wirtz, Brenda Cowling-Cronk, Larry Tiejema, Lynn Mason and Jim Banks

Others present: Curt Read, Dale Miller, Charlie Noll, Deb Thalison, JoAnn Eakins, Jim Valentine, Mel Haga, Bob Logan, Bert Gale, Rebecca McCafferty, Tony Smit, Ken Bowen, Ray Voet, Bob VanLente, Lynette Seiler, Ron Schafer, Stephanie Hurlbut and Janae Cooper

Public Comment

Rebecca McCafferty updated the Board on the 4-H Program.

Curt Read requested the County to consider establishing an internal controls program and requested more details on public comment be included in the minutes.

Approval of Agenda

Chair Calley noted no changes to the agenda. Moved by Banks, supported by Cowling-Cronk, to approve the agenda as presented. Motion carried by voice vote.

New Business

- A. Tony Smit, Airport Manager, presented the Board with a Power Point presentation, discussing the improvements that were made to the airport in the past year and future projects. Smit reported that SMAT has 12 full-time staff and 30 students in the program, which are the maximum amount allowed. Smit also stated that this is the third year of their partnering with Heartlands.
- B. Departmental Reports
 1. Health Department – Ken Bowen, Interim Ionia County Health Officer presented the Board with several handouts. Bowen reported that there are no concerns with the government shut down.
 2. Building Codes – Bert Gale with the Ionia County Building Department introduced Bob Logan, as the new Building Inspector. Gale updated the Board with building permit numbers through the third quarter of this year. (A copy of this report is on file in the County Clerk's Office).
 3. Commission on Aging – Mel Haga, Commission on Aging Chairman and Lynette Seiler, Commission on Aging Director, informed the Board that the COA is celebrating their 40th anniversary this year. Haga further informed the Board that the COA's total services have increased by 5% in the past year.

4. District Court – Raymond Voet, 64-A District Court Judge, updated the Board regarding grants received for the Specialty Courts.
 5. Prosecuting Attorney – Ron Schafer, Ionia County Prosecutor, informed the Board that he has filled the vacant Assistant Prosecuting Attorney position. Schafer discussed funding the trend of specialty courts.
 6. Sheriff Department – Sheriff Dale Miller and Undersheriff Charlie Noll report on improvements made to the jail, the hiring of two new road deputies, issues with keeping part-time Jail Corrections Officers, the new canine training, deaths due to heroin, court security and the possibility of the board passing an ordinance regarding off-road vehicles.
- C. County Administrator, Stephanie Hurlbut discussed whether to have the County Health Officer report to the Board of Commissioners or to the County Administrator. Creating a Board of Health was also briefly discussed. The discussion on the Health Officer position will continue at a later date.

Commissioners Report

Commissioner Mason reported that some rural areas of the Rails to Trails are experimenting with using crushed asphalt instead of limestone. Mason distributed handouts and discussed House Bill No. 4965, which discusses whether or not horse-drawn vehicles should be licensed, and that she attended the ICEA breakfast.

County Administrator's Report

Hurlbut stated that she will be meeting with Dan Skiver next week to finalize health insurance rates for 2014 and that she will be meeting with David Jager regarding the Equalization Department.

Moved by Mason, supported by Wirtz, to adjourn the meeting at 5:35 p.m. Motion carried by voice vote.

Julie Calley, Chair

Janae Cooper, Chief Deputy Clerk

Minutes approved on

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

Agenda
October 22, 2013
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Approval of Agenda
 - A. Consideration of additional items
- V. Public Comment
(3 minute time limit per speaker – please state name/organization)
- VI. Did You Know?
- VII. Action on Consent Calendar
 - A. Approve minutes of the previous meeting(s)
 - B. Approve per diem and mileage
 - C. Approve payment of General Fund payroll and accounts payable for the month of September 2013 - \$1,196,771.54
 - D. Approve payment of Health Fund bills - \$83,627.06
 - E.
- VIII. Unfinished Business
 - A. Appointments
 - 1. Community Corrections Advisory Board – One Defense Attorney Representative and One Circuit Court Judge
 - 2. Construction Board of Appeals – Six two-year terms, one of which serves as an alternate member.
 - 3. Department of Human Services Board – One three-year term.
 - B.
- IX. New Business
 - A. Ionia Health Plan Agreement for Services
 - B. Ionia Health Plan Business Associate Agreement
 - C. Letter of Agreement with CMHA-CEI Coordinating Agency
 - D. Letter of Agreement with Clinicians to provide substance abuse treatment services
 - E. Budget Amendment – Bertha Brock Park Designated Contributions
 - F.

- X. Reports of Officers, Boards, and Standing Committees
 - A. Chairperson
 - B. County Administrator
- XI. Reports of Special or Ad Hoc Committees
- XII. Public Comment (3 minute time limit per speaker)
- XIII. Executive Session
- XIV. Adjournment

Board and/or Commission Vacancies

- Community Corrections Advisory Board – One Criminal Defense Attorney Representative and one Business Community Representative (no expiration date).
- Community Mental Health Services Board – One three-year term expiring March 2014.
- Comprehensive Economic Development Strategy Committee – Two one-year terms expiring in December 2013. One Public Representative and one Private Sector Representative.

Appointments for consideration in the month of November 2013: None

Appointments for consideration in the month of December 2013:

- *Central Dispatch Board of Directors* – Two two-year terms, both of which are citizen representatives.
- *Substance Abuse Initiative* – Four two-year terms, one from each of the following Commissioner Districts – District 1, 2, 6 and 7.
- *West Michigan Regional Planning Commission* – One one-year term which serves as a Private Sector Representative.

IONIA COUNTY BOARD OF COMMISSIONERS
October 22, 2013
Regular Meeting
7:00 p.m.

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

Members present: Lynn Mason, Larry Tiejema, Jim Banks, Brenda Cowling-Cronk, Scott Wirtz, Jack Shattuck and Julie Calley

Others present: Bob VanLente, Judy Clark, Deb Thailson, Loren Gage, Stephanie Hurlbut and Tonda Rich

Approval of Agenda

The Chair noted one addition under New Business for the acknowledgment of two PA 116 Farmland Agreements that were filed. Moved by Banks, supported by Cowling-Cronk, to approve the amended agenda. Motion carried by voice vote.

Did You Know?

Chair Calley shared a fact of interest.

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 September 2013 - \$1,196,771.54
- D. Approve payment of Health Fund bills - \$83,627.06

Commissioners discussed the per diem for the September 18, 2013 budget meeting. The per diem for the September 18th meeting was amended for Calley, Cowling-Cronk and Wirtz. Other amendments included Commissioner Mason's voucher for the September 11th budget meeting. Calley discussed the September 17th meeting she attended with the Department of Treasury and requested approval of her mileage only for this meeting. Moved by Tiejema, supported by Cowling-Cronk, to approve the vouchers as amended for Mason, Cowling-Cronk, Wirtz and Calley. Motion carried by voice vote.

Hearing no further objections, the Chair declared the remaining items on the Consent Calendar approved.

Unfinished Business

A. Appointments

1. Community Corrections Advisory Board – Moved by Wirtz, supported by Shattuck, to appoint Tracie McCarn-Dinehart as the Defense Attorney Representative and Judge Suzanne Hoseth-Kreeger as the Circuit Court Judge Representative to the Community Corrections Advisory Board. Motion carried by voice vote.
2. Construction Board of Appeals – Moved by Tiejema, supported by Wirtz, to appoint Tracie McCarn-Dinehart, Robert Cusack, Gregg Yeomans and Nathan Sprague to the Construction Board of Appeals. Motion carried by voice vote.
3. Department of Human Services Board – Moved by Cowling-Cronk, supported by Tiejema, to appoint Jane V. Smith to the Department of Human Services Board. Motion carried by voice vote.

New Business

- A. Moved by Mason, supported by Tiejema, to approve amendment #1 to the Agreement for Services between Ingham Health Plan Corporation d/b/a Ionia Health Plan and Ionia County Health Department to provide compensation and extend the term of the Agreement to December 31, 2013, and authorize the Chair's signature. Motion carried by voice vote.
- B. Moved by Mason, supported by Cowling-Cronk, to approve the Business Associate Agreement between Ingham Health Plan Corporation d/b/a Ionia Health Plan and Ionia County Health Department and authorize the Chair's signature. Motion carried by voice vote.
- C. Community Health Director, Deb Thailson, explained that due to the contract delays with the Community Mental Health Authority of Clinton, Eaton and Ingham Counties Coordinating Agency, she is requesting approval of a Letter of Agreement and budgets between CMHA/CEI/CA and Ionia County Health Department/Ionia County Substance Abuse Initiative. Moved by Mason, supported by Shattuck, to approve a continuation letter and budgets between CMHA/CEI/CA and Ionia County Health Department/Ionia County Substance Abuse Initiative and authorize the signature of Ken Bowen, Acting Health Officer. Motion carried by voice vote.
- D. Thailson further discussed that due to the delay with the Community Mental Health Authority, she is requesting a Letter of Agreement with the current contracted clinicians to continue providing substance abuse clinical treatment services to Medicaid and indigent population in Ionia County. Moved by

Mason, supported by Shattuck, to approve a continuation letter between Ionia County Health Department/Ionia County Substance Abuse Initiative and the contracted clinicians and authorize the signature of Ken Bowen, Acting Health Officer. Motion carried by voice vote.

- E. Moved by Tiejema, supported by Cowling-Cronk, to approve the budget amendment for Bertha Brock Park to increase the annual budgeted amount of the parks designated contributions account for repairs and equipment upgrades to the park. Motion carried by voice vote.
- F. Chair Calley acknowledged the filing of the PA 116 Farmland Agreements filed by Dennis and Stacy Boersen and Boersen Farms, Inc.

Chairperson's Report

- 1) The new hospital broke ground last week and the Chair thanked Commissioner Cowling-Cronk for attending the ceremony.

County Administrator's Report

- 1) Frank Bednarek will be submitting building options regarding the old jail.

Other Reports

Commissioner Tiejema discussed the reduction in staff in the Farmland Agreement Division at the State of Michigan.

Chair Calley stated that Senator Emmons attended the Community Mental Health Conference and talked about Ionia County's Jail Diversion Program.

Moved by Shattuck, supported by Banks, to adjourn the meeting at 7:29 p.m. Motion carried by voice vote.

Julie Calley, Chair

Tonda Rich, Clerk