



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

7:00 p.m. Monday, April 6, 2015

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>Public Comment</u> (5 minute time limit per speaker)	Motion
7:04 PM	V. <u>City Manager Report</u>	
7:10 PM	VI. <u>Presentations</u> A. Arbor Day Proclamation	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:12 PM	A. Proposed Resolution 15-27 Approving a Redevelopment Liquor License Application from Olivera's LLC for the Property Located at 1417 East Grand River Avenue	Motion
7:15 PM	B. Proposed Resolution 15-28 Approving M&M Pavement Marking Inc. Bid and Advanced Pavement Marking's Bid for 2015 Street Painting	Motion
7:17 PM	C. Proposed Resolution 15-29 a Resolution of Intent to Vacate the Public Alley Located South of Brush Street and East of Vessey Street	Motion
7:20 PM	D. Proposed Resolution 15-30 Approving the Revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB) and Approving Authorizing, and Directing the City Manager to Sign Same	Motion
7:25 PM	X. <u>Consent Agenda</u> A. Minutes & Synopsis from the Regular City Council Meeting held on March 16, 2015 and the Special City Council Meeting held on March 18, 2015 B. Payment of Invoices in the Amount of \$45,937.85 and Payroll in the Amount of \$88,500.78 for a Total of \$134,438.63 C. Purchase Orders over \$5,000 – None X. <u>Communications</u> A. DDA Minutes from February 19, 2015 B. DDA Treasurer's Report from March 19, 2015 C. Utility Billing Report for February 2015 D. Water Department Report for March 2015	Motion

**Estimated
Time**

- E. PAMA Minutes from January 6, 2015
- F. Ionia County Board of Commissioners Agenda for March 24, 2015
- G. MPSC Notice of Hearing for Consumers Energy

**Action
Requested**

7:28 PM

XI. Other Business - None

7:30 PM

XII. City Manager Comments

7:35 PM

XIII. Council Comments

7:40 PM

XIV. Adjournment

Motion



ARBOR DAY 2015 PROCLAMATION

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

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

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

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

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

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

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

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

WHEREAS, the City has scheduled a ceremonial tree planting on Friday, April 24, 2015 at Community Lake Park at 2:00 p.m. in recognition of Arbor Day.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTLAND JOINS ME IN PROCLAIMING APRIL 24, 2015 AS ARBOR DAY IN THE CITY OF PORTLAND.

BY ORDER OF THE CITY COUNCIL

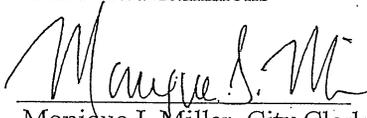
James E. Barnes
Mayor

Joel T. VanSlambrouck,
Mayor Pro-Tem

Patrick Fitzsimmons

Julie Clement

Kyle Butler


Monique J. Miller, City Clerk

Dated: **APRIL 6, 2015**



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 15-27

**A RESOLUTION APPROVING A REDEVELOPMENT LIQUOR LICENSE
APPLICATION FROM OLIVERA'S LLC FOR THE PROPERTY LOCATED AT 1417
EAST GRAND RIVER AVENUE**

WHEREAS, Olivera's LLC has determined that it wishes to purchase the vacant building at 1417 East Grand River Avenue for the purpose of operating a restaurant with a Class C Liquor License; and

WHEREAS, Olivera's LLC has submitted information to the City of Portland that they have made and exhausted all reasonable attempts to secure a Class C license from available sources provided by the Michigan Liquor Control Commission; and

WHEREAS, the City of Portland established a Downtown Development Authority district, per Michigan Public Act 197 of 1975, through the adoption of Ordinance Number 167 on September 8, 1987, a copy of which is attached as Exhibit A; and

WHEREAS, the property at 1417 East Grand River Avenue is located within the City's Downtown Development Authority district; and

WHEREAS, Olivera's LLC will meet the criteria for a Redevelopment Liquor License per MCL 436.1521 (a)(1)(b); and

WHEREAS, the City Council has determined that Olivera's LLC should be approved, above all others, for such as license.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves above all others the Redevelopment Liquor License Application from Olivera's LLC for the property located within the City's Downtown Development Authority, at 1417 East Grand River Avenue.
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:

Monique I. Miller, City Clerk

ORDINANCE NO. 167

AN ORDINANCE TO ESTABLISH A DOWNTOWN DEVELOPMENT AUTHORITY IN THE CITY OF PORTLAND PURSUANT TO ACT 197 OF THE PUBLIC ACTS OF MICHIGAN OF 1975 AS AMENDED; TO DEFINE THE BOUNDARIES OF THE DOWNTOWN DISTRICT CONSTITUTING THE DOWNTOWN DEVELOPMENT AUTHORITY; AND TO PROVIDE FOR OTHER MATTERS NECESSARY AND RELATED THERETO.

THE CITY OF PORTLAND ORDAINS:

Section 1. Title. This Ordinance shall be known and may be cited as the "Downtown Development Authority Ordinance".

Section 2. Definitions. The terms used herein shall have the same meaning as given them in Act 197 or as hereinafter in this section provided, unless the context clearly indicates to the contrary. As used in this ordinance:

- (a) "Authority" means the Downtown Development Authority of the City of Portland created by this ordinance.
- (b) "Act 197" means Act No. 197 of the Public Acts of Michigan of 1975 as now in effect or hereafter amended.
- (c) "Board" or "Board of Directors" means the Board of Directors of the Authority.
- (d) "City" means the City of Portland.
- (e) "Council" or "City Council" means the City Council of the City.
- (f) "Downtown District" means the downtown district designated herein or as hereafter amended.
- (g) "Mayor" means the Mayor of the City.
- (h) "City Manager" means the City Manager of the City of Portland.

Section 3. Purpose and Findings.

The City Council of the City hereby determines and finds that it is in the best interests of the City to create a public body corporate in order to halt property value deterioration and increase property tax valuation where possible in the Downtown District, eliminate the

Exhibit**A**

causes of the deterioration and to promote economic growth pursuant to Act 197 of the Public Acts of 1975.

Section 4. Creation of Authority.

There is hereby created pursuant to Act 197 a Downtown Development Authority for the City. The Authority shall be a public body corporate and shall be known and exercise its powers under title of "Downtown Development Authority of the City of Portland". The Authority may adopt a seal, may sue and be sued in any court of this State, and shall possess all of the powers necessary to carry out the purpose of its incorporation as provided herein and in Act 197. The enumeration of a power herein or in Act 197 shall not be construed as a limitation upon the general powers of the Authority.

Section 5. Description of Downtown District

The Downtown District in which the Authority shall exercise its power as provided by Act 197 shall consist of the property in the City described on Exhibit A attached hereto and made a part hereof, subject to such changes as may hereinafter be made pursuant to this ordinance and Act 197.

Section 6. Board of Directors.

The Authority shall be under the supervision and control of the Board consisting of the Mayor and ten members. The members shall be appointed by the Mayor subject to approval by the Council. Eligibility for membership on the Board and terms of office shall be as provided in Act 197. Each member shall hold office until the member's successor is appointed.

Section 7. Powers of the Authority.

The Authority shall possess all of the powers necessary to carry out the purposes of its incorporation and shall have all powers provided by Act 197.

Section 8. Fiscal Year; Adoption of Budget; Reports; Audits.

- (a) The fiscal year of the Authority shall begin on July 1 of each year and end on June 30 of the following year, or such other fiscal year as may hereafter be adopted by the City.
- (b) The Board shall annually prepare a budget and shall submit it to the City Manager for submission to the Council. The Board shall not finally adopt a budget for any fiscal year until the budget has been approved by the Commission. The Board may, however, temporarily adopt a budget in

connection with the operation of any improvements which have been financed by revenue bonds where required to do so by the ordinance authorizing the revenue bonds.

- (c) The Authority shall be audited annually by the same independent auditors auditing the City and copies of the audit report shall be filed with the Council.

Section 9. Termination

Upon completion of its purposes the Authority may be dissolved by an ordinance duly adopted by the Council. The property and assets of the Authority, after dissolution and satisfaction of its obligations, shall revert to the City.

Section 10. Section Headings; Severability; Repealer.

Section headings are provided for convenience only and are not intended to be part of this ordinance. If any portion of this ordinance shall be held to be unlawful, the remaining portions shall remain in full force and effect. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 11. Publication, Recording and Filing.

After its adoption, this ordinance shall be published once in full in a newspaper of general circulation in the City, and the City Clerk shall file a certified copy of the ordinance with the Michigan Secretary of State promptly after its adoption.

Section 12. Effective Date.

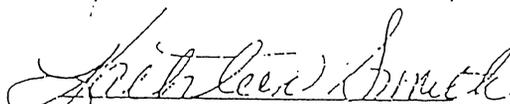
This ordinance shall become effective ten days after publication in a newspaper in general circulation within the City of Portland.

First Reading: August 24, 1987

Second Reading: September 8, 1987

Effective Date: September 24, 1987


Joseph Tichvon, Mayor


Kathleen Smith, City Clerk

RESOLUTION
EXHIBIT 2

Council Member Berzins moved and Council Member Cline supported the approval of the following resolution adopting an ordinance pursuant to Act 197 of The Public Acts of 1975, as amended, (Act).

WHEREAS the City Council of the City of Portland has held a public hearing pursuant to Section 3 of the Act for the purpose of obtaining public comment pertaining to the creation of a Downtown Development Authority and the proposed Authority District, and

WHEREAS the City Council has determined that it is in the best interest of the public to halt property value deterioration and increase property tax valuation,

NOW THEREFORE BE IT RESOLVED THAT the attached Ordinance Number 167 be and is hereby adopted.

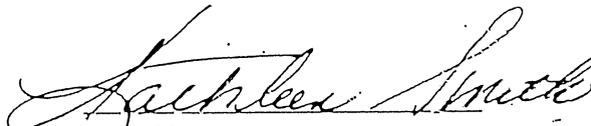
Ayes Weeks, Cline, Berzins, Tichvon

Nays None

Abstent/ abstained - Barley

Resolution Declared Adopted

Dated: September 8, 1987


City Clerk
Kathleen Smith

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 15-28

**A RESOLUTION APPROVING M&M PAVEMENT MARKING INC.'S BID AND
ADVANCED PAVEMENT MARKING'S BID FOR 2015 STREET PAINTING**

WHEREAS, DPW Foreman, Ken Gensterblum issued an RFP for 2015 pavement marking and received bids from various contractors; and

WHEREAS, DPW Foreman and city staff recommend that the work be awarded to M&M Pavement Marking, Inc. and Advanced Pavement Marking for the total amount of \$11,387.29, as outlined in the attached Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to award the work to M&M Pavement Marking, Inc. and Advanced Pavement Marking for the total amount of \$11,387.29, as outlined in the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 6, 2015

Monique I. Miller, City Clerk

Solicitation For Sealed Bids

The Portland Dept. of Public Works, 451 Morse Dr, Portland MI 48875 is accepting bids for the following:

Street Painting

Bids will be accepted until March 13, 2015 at the close of the business day. The City of Portland reserves the right to accept the bid as a whole or in part. Please bid each item separately and submit on the form provided.

Bids may be mailed to City of Portland, 259 Kent St, Portland MI 48875, ATTN: Ken Gensterblum, or may be dropped off at City Hall, 259 Kent St Portland MI 48875.

The following specifications must be included in the bid price:

Item	Qty	Type	Unit Price	Total Amount
Solid Yellow	80,000'			
Skip Yellow	6,595'			
Solid White-Lane Lines	1,800'			
Skip White	850'			
Solid White	35,000'			
21' Parking Stalls	110	MDOT	\$ 7.35	\$ 808.50
18' Parking Stalls	80	MDOT	\$ 6.30	\$ 504.00
4" Blue Line	330'	MDOT	\$ 0.35	\$ 115.50
Handicap Symbols	5	MDOT	\$ 12.00	\$ 60.00
Left Turn Arrows	20	MDOT	\$ 22.00	\$ 440.00
Right Turn Arrows	12	MDOT	\$ 22.00	\$ 264.00
Combination Arrows	3	MDOT	\$ 34.00	\$ 102.00
ONLY Symbols	12	MDOT	\$ 25.00	\$ 300.00
24" Stop Bar	700'	MDOT	\$ 1.16	\$ 812.00
6" Cross Walk	3,350'	MDOT	\$ 0.42	\$ 1,407.00
12" Cross Walk Pads	1800'	MDOT	\$ 0.70	\$ 1,260.00
School Legends	2	MDOT	\$ 48.00	\$ 96.00
			TOTAL	\$ 6,169.00

ADVANCED PAVEMENT MARKING
 9365 160th AVENUE
 WEST OLIVE, MI 49460
 (616) 844-6535

Exhibit
A

Solicitation For Sealed Bids

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Bids may be mailed to City of Portland, 259 Kent St, Portland MI 48875, ATTN: Ken Gensterblum, or may be dropped off at City Hall, 259 Kent St Portland MI 48875.

The following specifications must be included in the bid price:

Item	Qty	Type	Unit Price	Total Amount
x Solid Yellow	80,000'		.042	3360.00
x Skip Yellow	6,595'		.042	276.99
x Solid White-Lane Lines	1,800'		.042	75.60
x Skip White	850'		.042	35.70
x Solid White	35,000'		.042	1470.00
21' Parking Stalls	110		3.50	385.00
18' Parking Stalls	80		3.50	280.00
4" Blue Line	330'		.50	165.00
Handicap Symbols	5		10.00	50.00
Left Turn Arrows	20		35.00	700.00
Right Turn Arrows	12		35.00	420.00
Combination Arrows	3		45.00	135.00
ONLY Symbols	12		40.00	480.00
24" Stop Bar	700'		1.50	1050.00
6" Cross Walk	3,350'		.90	3015.00
12" Cross Walk Pads	1800'		1.00	1800.00
School Legends	2		50.00	100.00
			TOTAL	\$ 13,788.29

M & M PAVEMENT MARKING, INC
 P. O. BOX 530
 GRAND BLANC, MI 48460

DAVID LAWLER #15, 218.29
 David Lawler
 810-691-7686

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 15-29

**RESOLUTION OF INTENT TO VACATE THE PUBLIC ALLEY
LOCATED SOUTH OF BRUSH STREET AND EAST OF VESSEY
STREET**

WHEREAS, the City Council has received a request to vacate the public alley located south of Brush Street and east of Vessey Street, as depicted on the attached Exhibit A (the "Alley"), to provide for its occupation and use by adjacent property owners; and

WHEREAS, City staff has reviewed the request and determined that the Alley is unimproved, is not presently used or maintained by the City, and results in a dead-end; and

WHEREAS, the City's Department of Public Works has reviewed the request and determined that public and private utilities may exist within the Alley, but that they can be operated and maintained through the reservation of an easement; and

WHEREAS, prior to the City Council's consideration of the request, it is necessary to hold a public hearing to allow the adjacent property owners, and any other interested member of the public, the opportunity to comment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Contingent upon the reservation of an easement as referenced above, the City Council declares its intent to vacate the Alley as depicted on the attached Exhibit A.
2. The City Council shall hold a public hearing on April 20, 2015, at 7:00 p.m. at the Portland City Hall, 259 Kent Street, Portland, MI 48875, to receive public comment and to further consider the proposed alley vacation.
3. Notice of the hearing, with a copy of this resolution, shall be published in accordance with the Michigan Open Meetings Act (1976 PA 267, as amended) and posted in City Hall.
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 6, 2015

Monique I. Miller, City Clerk

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of Portland, Ionia County, Michigan, at a regular meeting held on April 6, 2015.

Date: April 6, 2015

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL

Ionia County, Michigan

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

RESOLUTION NO. 15-30

A RESOLUTION APPROVING THE REVISED MERS HYBRID PLAN ADOPTION AGREEMENTS (BENEFIT PROGRAM HA/HB) AND APPROVING, AUTHORIZING, AND DIRECTING THE CITY MANAGER TO SIGN SAME

WHEREAS, the City has reformed its pension plan for all employees hired after July 1, 2010 so that new hires will with be placed in a MERS Hybrid Pension with a 1% Defined Benefit (DB) pension multiplier that cannot be increased and a Defined Contribution portion that requires new hires to contribute 3% of their wages to the Defined Contribution (DC) pension portion; and

WHEREAS, the Employer's DB and DC combined pension contribution is capped at 7% and if the DB portion costs less than 7%, then the Employer will contribute the difference to the employees DC portion; and

WHEREAS, MERS requires the approval of the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB) by City Council, a copy of which is attached as Exhibit A, for the DC portion of the pension. A memorandum from Deputy Treasurer, Mindy Tolan is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB), a copy of which is attached as Exhibit A, and approves, authorizes, and directs the City Manager to sign same.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: April 6, 2015

Monique I. Miller, City Clerk

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 www.mersoimich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. **Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 43C. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # _____ and/or current Defined Contribution division # _____

We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

B. If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HB), the effective date shall be the first day of July, 2015. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is to **separate employees** from an existing Hybrid division (existing division number(s) _____) into a new Hybrid division, the effective date shall be the first day of _____, 20____.

Exhibit
A

MERS Hybrid Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Non-Union after 07/01/10

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days
- An employee shall work _____ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.
The temporary exclusion period will be _____ month(s).

IV. Provisions

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

MERS Hybrid Plan Adoption Agreement

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

1.00%

1.25%

1.50%

No Social Security Coverage

1.00%

1.25%

1.50%

1.75%

2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to ____% of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

Longevity pay

Overtime pay

Shift differentials

Pay for periods of absence from work by reason of vacation, holiday, and sickness

Workers' compensation weekly benefits (if reported and are higher than regular earnings)

A member's pre-tax contributions to a plan established under Section 125 of the IRC

Transcript fees paid to a court reporter

A taxable car allowance

Short term or long term disability payments

Payments for achievement of established annual (or similar period) performance goals

Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications

Lump sum payments attributable to the member's personal service rendered during the FAC period

Other: _____

Other 2: _____

MERS Hybrid Plan Adoption Agreement

8. Normal Retirement will be age 60 with 6 years of service
9. Early Normal Retirement with unreduced benefits
 F55/25

Hybrid – Defined Contribution Component Provisions

1. Vesting (Check one):
 - Immediate
 - Cliff Vesting (fully vested after below number years of service)
 1 year 2 years 3 years 4 years 5 years
 - Graded Vesting
 _____ % after 1 year of service
 _____ % after 2 years of service
 _____ % after 3 years of service (min 25%)
 _____ % after 4 years of service (min 50%)
 _____ % after 5 years of service (min 75%)
100 % after 6 years of service

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution will become 100% vested regardless of years of service.

2. Contributions

- a. Will be remitted
 Weekly Bi-Weekly Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts					
Employee Contribution	3.00%					
Employer Contribution	2.09%*					

Direct mandatory employee contributions as pre-tax * [7.00% - 4.91%]

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

3. Compensation *includable* wages, up to the 401(a)(17) limits published every year by the IRS are:
 - Wages as reported on box 5 of the employees W2. This includes bonuses, sick/vacation time payments, back pay, and compensation that would have been earned while an employee was in qualified military service, and contributions to plans like 457 deferred compensation plans.
 - Any amounts contributed to a 125 cafeteria plan, Health Care Savings Program, simplified employee pension, simple retirement account and a 457 deferred compensation plan.

Note: Items excluded from compensation include items such as taxable meal reimbursements; taxable group term life; clothing, food, or gun allowances

MERS Hybrid Plan Adoption Agreement

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 45A(3), and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

MERS Hybrid Plan Adoption Agreement

8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43B of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43B or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the day of , 20 .
(Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 www.mersofmich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Portland **Municipality #:** 3401

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 43C. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # _____ and/or current Defined Contribution division # _____

We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

B. If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HA), the effective date shall be the first day of July, 2015. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is to **separate employees** from an existing Hybrid division (existing division number(s) _____)

into a new Hybrid division, the effective date shall be the first day of _____, 20____.

MERS Hybrid Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

POLC after 07/01/10

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days
- An employee shall work _____ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.
The temporary exclusion period will be _____ month(s).

IV. Provisions

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

MERS Hybrid Plan Adoption Agreement

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to ____% of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

MERS Hybrid Plan Adoption Agreement

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 45A(3), and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

MERS Hybrid Plan Adoption Agreement

8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43B of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43B or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on
the _____ day of _____, 20____ (Name of Approving Employer)

~~Authorized Signature:~~ _____

~~Title:~~ _____

~~Witness Signature:~~ _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



Memorandum

TO: S. Tutt Gorman, City Manager
FROM: Mindy Tolan, Deputy Treasurer *MT*
DATE: 4/2/2015
RE: Revised Hybrid Adoption Agreement

The City of Portland has adopted a MERS Hybrid Pension where the Employer's DB (Defined Benefit) and DC (Defined contribution) combined pension contribution is capped at 7%. Since the DB costs have changed and will be effective July 1, 2015, for both the Police Union and the Non Union divisions; the employer DC contribution percent will change.

That said, MERS requires the approval of the revised Hybrid Agreements. The employer rate for the Police (HA), employer portion is changing from 0.00% (DB) and 7.00% (DC), to 4.31% DB and 2.69% DC. The employer rate for the nonunion (HB), employer portion is changing from 5.36% DB and 1.64% DC, to 4.91% DB and 2.09% DC. The G.E.L.C. (HC) division rates will remain the same.

**Exhibit
B**

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, March 16, 2015

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Butler, and Clement; City Manager Gorman; City Clerk Miller; Deputy Treasurer Tolan; Police Officer Thomas; Parks, Recreation & Cemetery Director Scheurer; DDA/Main Street Director Reagan; Eric Proctor

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 Fitzsimmons, to approve the Proposed Agenda as presented.

Yeas: VanSlambrouck, Fitzsimmons, Butler, Clement, Barnes

Nays: None

Adopted

Under Presentations, DDA/Main Street Director Reagan presented a report on activities in downtown Portland. The DDA will be awarding a façade improvement grant worth up to \$5,000. Applicants must invest at least one half of the total project cost to receive a grant for the other half from the DDA. Applications are due Friday, April 3, 2015. The Design Committee is offering their annual "Sign Incentive Grants" for Main Street district businesses. This is a 50/50 matching grant that places a premium on creative signage. Applications are due by Friday, April 3, 2015. The Organization and Finance Committee is offering a free webisode service to Main Street district businesses. Each webisode is a video about a selected business and will be approximately two minutes in length shot, edited, and produced by Quarterline Media. Applications for this service are also due Friday, April 3, 2015.

The Design Committee has purchased two bike racks to be located in the downtown. One is planned to be located near the corner of Kent and Bridge Streets while the second will be located at the front of City Hall, on the parking lot side of the building.

This year's Block Party will be held on Saturday, May 16, 2015 in downtown Portland and will feature live music at the Party Pavilion, fun entertainment for the kids, crafters, and the return of the BBQ contest.

The Promotions and Marketing Committee will again be hosting the annual "Shop Local" campaign, Portland Pay Day, beginning June 1st through Friday, August 22nd. The prize drawing will be held Thursday, August 27th in conjunction with the final "Thursdays on the Grand" concert series.

The Friends of the Red Mill are holding a fundraising campaign in an effort to raise funds by April 15th for a matching grant to fund the Red Mill Pavilion Project. The pavilion will become City property upon completion.

Council Member Clement asked Director Reagan the process and status for updating the listings of available properties and business listings on the Main Street website.

Director Reagan stated he would work to get those items updated.

There was continued discussion.

Parks, Recreation & Cemetery Director Scheurer presented information on the proposed DNR grant application to purchase property adjacent to Two Rivers Park from the developers of Rivers Edge Condominiums. This same grant was applied for and received in 2009 but the City could not accept the funding as the property hadn't been separated from the association yet. The purchase of this property has been a priority for the Parks and Recreation Board in allowing it to add further improvements to Two Rivers Park. If awarded this grant the City would have to provide matching funds in the amount of 25% which would be included in the Fiscal Year 2016-2017 budget. The application is due April 1, 2015.

Under New Business, the Council held the First Reading of Property Tax Exemption Ordinance 195C to provide for a service charge in lieu of property taxes for a proposed multiple family dwelling project for persons of low and moderate income to be financed or assisted pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended. The WODA Group is submitting an application for funding to the Michigan State Housing Development Authority (MSHDA) with a submission date of April 1, 2015 for the redevelopment of Old School Manor.

The Council will hold a Special Meeting on Wednesday, March 18, 2015 at 5:30 P.M. to hold the second reading and to consider adoption of this ordinance.

The Council considered Resolution 15-19 a resolution of support for the redevelopment of Old School Manor by the WODA Group. They will pursue assistance from MSHDA for the redevelopment of the property into affordable family housing. The Planning Commission approved the site plan for the adaptive reuse of the former Portland school to be used as a 29-unit family residential development on January 22, 2014. The WODA Group and the Ionia County Land Bank have approved a Letter of Intent to Purchase the Old School Manor property for \$15,000 with the City receiving all proceeds after the Land Bank's costs to secure and maintain the property have been repaid.

Motion by Fitzsimmons, supported by Clement, to approve Resolution 15-19 a resolution of support for the redevelopment of Old School Manor.

Yeas: Fitzsimmons, Clement, VanSlambrouck, Butler, Barnes

Nays: None

Adopted

The Council considered Resolution 15-20 to approve the City Manager's proposed appointment of Kristina Kinde as the Finance Officer/Treasurer and to revise the designated authorized signatories on the City bank accounts. City Manager Gorman stated the position was posted in various locations and 30 applications were received. Interviews were held with four of the applicants. Kristina Kinde was selected as the best fit for the City of Portland. She comes to the City from Abraham & Gaffney and has been working with the City over the past couple of months through this transition process. She meets all of the qualifications and will be able to hit the ground running.

Motion by Clement, supported by Butler, to approve Resolution 15-20 to approve the City Manager's proposed appointment of Kristina Kinde as the Finance Officer/Treasurer and revising the designated authorized signatories for the City bank accounts.

Yeas: Clement, Butler, VanSlambrouck, Fitzsimmons, Barnes
Nays: None
Adopted

The Council considered Resolution 15-21 to approve a grant application to acquire additional park property adjacent to Two Rivers Park and across from the band shell subject to the approval of the Park and Recreation Board and the Public Hearing to be held on Thursday, March 26, 2015. The total project is estimated to cost \$110,000 with the DNR grant portion being \$82,500 and the local matching amount being \$27,500, assuming the DNR certified appraisal values the property at \$100,000.

Motion by Butler, supported by VanSlambrouck, to approve Resolution 15-21 approving a grant application to acquire additional park property across from the band shell subject to the approval of the Park and Recreation Board and Public Hearing.

Yeas: Butler, VanSlambrouck, Fitzsimmons, Clement, Barnes
Nays: None
Adopted

The Council considered Resolution 15-22 to recognize the Friends of the Red Mill as a nonprofit organization operating in the community for the purpose of obtaining Charitable Gaming Licenses. The Friends of the Red Mill have been engaged in various fund raising activities in the community to support the construction of a timber-framed pavilion for the community and surrounding area and will host an upcoming charity basketball game on March 18, 2015 between the Portland Police Department and the Portland Area Fire Authority and they would like to conduct a 50/50 raffle during the game.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 15-22 recognizing the Friends of the Red Mill as a nonprofit organization operating in the community for the purpose of obtaining Charitable Gaming Licenses.

Yeas: VanSlambrouck, Fitzsimmons, Butler, Clement, Barnes
Nays: None
Adopted

The Council considered Resolution 15-23 to approve a budget for the 2015-2016 Fiscal Year for the Portland Area Fire Authority consisting of the City of Portland, Portland Township, and Danby Township. The Portland Area Fire Authority Board met on December 12, 2014 and approved two budget options for the parties to consider. City staff has reviewed the proposed budgets and determined that Option A is the preferred course of action as it provides for vehicle replacement and maintenance.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 15-23 approving a budget for Fiscal Year 2015-2016 for the Portland Area Fire Authority.

Yeas: VanSlambrouck, Fitzsimmons, Butler, Clement, Barnes
Nays: None
Adopted

The Council considered Resolution 15-24 to designate City Manager S. Tutt Gorman as the City's Zoning Administrator and to authorize, and direct the Mayor and City Clerk to sign a Zoning Consultant Agreement with Eric Frederick to provide for his consulting services on an as needed basis during the transition process at a rate of \$35.00 per hour.

Motion by Fitzsimmons, supported by Clement, to approve Resolution 15-24 designating the City Manager S. Tutt Gorman as the City's Zoning Administrator and approving, authorizing, and directing the Mayor and Clerk to sign a Zoning Consultant Agreement.

Yeas: Fitzsimmons, Clement, VanSlambrouck, Butler, Barnes

Nays: None

Adopted

The Council considered Resolution 15-25 to approve the City's participation in the State of Michigan bid process for winter road salt for the 2015-2016 Fiscal Year. For the past nine years the City has taken advantage of an opportunity to get more competitive pricing by participating in the State Bid process through the MiDeal program which also provides the benefit of guaranteeing the City's order quantity, the availability of additional product, and only requires the City to accept 70% of its seasonal backup commitment. The City Manager and DPW Foreman recommend using the program again this year and submitting the requisition for 350 tons for the early delivery and 300 tons for the season backup.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 15-25 approving participation in the State Bid process for Winter Road Salt for 2015-2016.

Yeas: VanSlambrouck, Fitzsimmons, Butler, Clement, Barnes

Nays: None

Adopted

The Council considered Resolution 15-26 to confirm the Mayor's appointment of Timothy Bassett to the Board of Review with a term expiring December 31, 2017.

Motion by Clement, supported by Fitzsimmons, to approve Resolution 15-26 confirming the Mayor's appointment to City Boards and Commissions.

Yeas: Clement, Fitzsimmons, VanSlambrouck, Butler, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on March 2, 2015, payment of invoices in the amount of \$189,332.57 and payroll in the amount of \$78,918.32 for a total of \$268,250.89. There were no purchase orders over \$5,000.

Yeas: VanSlambrouck, Fitzsimmons, Butler, Clement, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman noted an invitation to a Retirement Open House that will be held on April 19, 2015 from 2:00 to 5:00 P.M. to celebrate Herb Mosser's 50 years of service to the Portland Fire Department.

The Friends of the Red Mill will hold the Guns n' Hoses fundraiser basketball game between the Police Department and Fire Fighters on Wednesday, March 18, 2015 at 7:00 P.M. at the Portland Middle School. Proceeds will be used for the pavilion project at the Red Mill.

The annual Clean-up Day will be held Saturday, April 18, 2015 at the DPW compound from 7:00 A.M. to 3:00 P.M. This is a joint effort with Portland Township and Danby Township.

Under Council Comments, Mayor Pro-Tem VanSlambrouck wished everyone a safe and happy St. Patrick's Day.

Motion by Clement, supported by Butler, to adjourn the regular meeting.

Yeas: Clement, Butler, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Meeting adjourned at 7:43 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the March 16, 2015 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 Fitzsimmons, Butler, and Clement; City Manager Gorman; City Clerk Miller; Deputy Treasurer Tolan; Police Officer Thomas; Parks, Recreation & Cemetery Director Scheurer; DDA/Main Street Director Reagan; Eric Proctor

Presentation - DDA/Main Street Director Reagan presented a report on activities in downtown Portland.

Presentation - Parks, Recreation & Cemetery Director Scheurer presented information on the proposed DNR grant application to purchase property adjacent to Two Rivers Park from the developers of Rivers Edge Condominiums.

First Reading of Property Tax Exemption Ordinance 195C to provide for a service charge in lieu of property taxes for a proposed multiple family dwelling project for persons of low and moderate income to be financed or assisted pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

Approval of Resolution 15-19 a resolution of support for the redevelopment of Old School Manor.
All in favor. Approved.

Approval of Resolution 15-20 to approve the City Manager's proposed appointment of Kristina Kinde as the Finance Officer/Treasurer and revising the designated authorized signatories for the City bank accounts.

All in favor. Approved.

Approval of Resolution 15-21 approving a grant application to acquire additional park property across from the band shell subject to the approval of the Park and Recreation Board and Public Hearing.

All in favor. Approved.

Approval of Resolution 15-22 recognizing the Friends of the Red Mill as a nonprofit organization operating in the community for the purpose of obtaining Charitable Gaming Licenses.

All in favor. Approved.

Approval of Resolution 15-23 approving a budget for Fiscal Year 2015-2016 for the Portland Area Fire Authority.

All in favor. Approved.

Approval of Resolution 15-24 designating the City Manager S. Tutt Gorman as the City's Zoning Administrator and approving, authorizing, and directing the Mayor and Clerk to sign a Zoning Consultant Agreement.

All in favor. Approved.

Approval of Resolution 15-25 approving participation in the State Bid process for Winter Road Salt for 2015-2016.

All in favor. Approved.

Approval of Resolution 15-26 confirming the Mayor's appointment to City Boards and Commissions.

All in favor. Approved.

Approval of the Consent Agenda.

All in favor. Approved.

Adjournment at 7:43 P.M.

All in favor. Approved.

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

City of Portland

Portland, Michigan

Minutes of the Special City Council Meeting

Held on Wednesday, March 18, 2015

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Butler, and Clement; City Manager Gorman; City Clerk Miller

Guests: Craig Patterson of the WODA Group

The meeting was called to order at 5:30 P.M. by Mayor Barnes with the Pledge of Allegiance.

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

Yeas: VanSlambrouck, Fitzsimmons, Butler, Clement, Barnes

Nays: None

Adopted

Under Presentations, Mr. Patterson thanked the Council for taking time out of their schedules to consider the proposed ordinance for the redevelopment of Old School Manor at 306 Brush Street. He also stated that he met with the owner of Old Skool Transportation this afternoon and expects to get the support needed to secure the needed points from MSHDA in regard to providing transportation services to the proposed development. They did not actually submit the application for the proposed development last year as they did not have the commitment for transportation to the proposed development and wouldn't have been able to score enough points to secure funding. This time will be different in that they feel they have the transportation commitment and they have paid \$5,700 for a market study that has already come back.

Council Member Fitzsimmons asked if the proposed development is still for 29 units.

Mr. Patterson stated that the development is planned for 29 units.

Council Member Butler stated that he toured the building last Friday and that although he remains optimistic he believes this is going to be a very large project.

Mr. Patterson stated that it is in fact a very big job, they have been over the plans many times with the architects and they feel the redevelopment of this building is possible.

Council Member Butler asked if the large, open hallways will remain.

Mr. Patterson stated that a Part I historic application has been submitted to SHPO. To keep any historic credits that might be received the open hallways must be kept.

Mayor Barnes stated the building at 306 Brush St. is 96 years old. He further thanked Mr. Patterson and the WODA Group for all of their efforts to preserve this building.

Mr. Patterson thanked the staff and the community for their efforts and support for this project.

There was further discussion.

City Manager Gorman inquired about the letter previously submitted to the WODA Group from the City listing the financial investments and contributions it would make to the area.

There was discussion in regard to the items listed and what has been completed.

Under New Business, the Council held the Second Reading of and considered Property Tax Exemption Ordinance 195C to provide for a service charge in lieu of property taxes for a proposed multiple family dwelling project for persons of low and moderate income to be financed or assisted pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended. The WODA Group is submitting an application for funding to the Michigan State Housing Development Authority (MSHDA) with a submission date of April 1, 2015 for the redevelopment of Old School Manor at 306 Brush Street.

Motion by Clement, supported by Fitzsimmons, to approve Property Tax Exemption Ordinance 195C.

Yeas: Clement, Fitzsimmons, VanSlambrouck, Butler, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to adjourn the special meeting.

Yeas: VanSlambrouck, Fitzsimmons, Butler, Clement, Barnes

Nays: None

Adopted

Meeting adjourned at 5:53 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the March 18, 2015 Special City Council Meeting

The City Council meeting was called to order by Mayor Barnes at 5:30 P.M.

Present – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Butler, and Clement; City Manager Gorman; City Clerk Miller

Presentation - Mr. Craig Patterson of the WODA Group presented information in regard to their application to MSHDA for funding of the redevelopment of Old School Manor at 306 Brush Street.

Second Reading and Consideration of Property Tax Exemption Ordinance 195C to provide for a service charge in lieu of property taxes for a proposed multiple family dwelling project for persons of low and moderate income to be financed or assisted pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

All in favor. Approved.

Adjournment at 5:53 P.M.

All in favor. Approved.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AT&T	00686	PHONE SVC - WASTE WATER	77.13
AT&T	00686	PHONE SVC - WASTE WTR	24.63
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	1,137.08
APEX SOFTWARE	00876	SKETCHING SOFTWARE RENEWAL - ASSESSING	235.00
BUSINESS CARD	02075	CONFERENCE EXPENSES - ECON DEV	2,342.61
CENTRAL MICHIGAN PRINTERS	00075	SORRY WE MISSED YOU DOOR CARDS - WATER, WASTE	238.40
CENTURYLINK	01567	PHONE SERVICES - VARIOUS DEPTS	11.96
CONSUMERS ENERGY	00095	GAS SERVICES - VARIOUS DEPTS	2,973.85
CULLIGAN	02130	WATER DELIVERY - POLICE	12.00
DORNBOS, SIGN & SAFETY, INC.	00067	SIGN "NO DUMPING" - LOCAL STS	96.35
FARABEE MECHANICAL, INC.	00148	TEMP CONTROLLER - ELECTRIC	226.95
FAMILY FARM & HOME	01972	STAPLES - ELECTRIC	12.99
GLOBAL EQUIPMENT COMPANY	02085	LOCKERS/STORAGE UNITS - POLICE	397.95
S. TUTT GORMAN	02311	CELL PHONE REIMB - CITY MANAGER	60.00
GRAND LEDGE FORD LINCOLN	MISC	ABS MODULE/CORE DEPOSIT - MOTOR POOL	665.50
GREAT LAKES COATINGS	00178	RECIRCULATION VALVE/TEMP GAUGE - MTR POOL	363.82
HAMMERSMITH EQUIPMENT COMPANY	00183	14'' BLADE - MOTOR POOL	150.00
HASSELBRING-CLARK	02073	CITY HALL COPY MACHINE MAINT- GENERAL	130.28
IAAO	02281	IAAO MEMBERSHIP - ASSESSING	175.00
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	9,100.00
JOHN DEERE FINANCIAL	01818	PARTS & SUPPLIES - MOTOR POOL	465.05
KATHY'S CLEANING	01684	CLEANING SERVICES - CITY HALL	745.00
KENDALL ELECTRIC	00225	ST LIGHT BULBS - COMM PROMO	114.61
MENARDS	00260	MATERIALS FOR IMPROVEMENTS AT POLICE STATION-P	1,044.43
MENARDS	00260	SUPPLIES & EQUIP FOR LOBBY RENO - POLICE	263.30
MUNICIPAL SUPPLY CO.	00324	COMPRESSION UNION NO LEAD/COMP CURB STOP - WAT	380.03
MUNICIPAL SUPPLY CO.	00324	METER HORN, TAIL PIECE, NUT, METER GASKET- WAT	375.78
MUZZALL GRAPHICS	00326	BUSINESS CARDS - COUNCIL	107.84
POWER LINE SUPPLY COMPANY	00389	WORK GLOVES - ELECTRIC	197.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
PRINTING SYSTEMS	00375	PAYROLL CHECKS - VARIOUS DEPTS	315.18
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMBULANCE	60.70
PURITY CYLINDER GASES, INC.	00380	OXYGEN - AMBULANCE	60.70
ROCHESTER CREATIONS	MISC	SHIRTS FOR EMT CLINICALS - AMB	140.00
RURAL GAS & APPLIANCE	00398	PROPANE - CEMETERY	150.66
SECURITY CORPORATION	02289	WORK ON DRAWER IN DRIVE THRU - CITY HALL	192.75
SENTINEL-STANDARD, INC.	00212	LEGAL NOTICE - PARKS	91.50
SENTINEL-STANDARD, INC.	00212	LEGAL NOTICE - CODE	385.50
S&J FLOORING INC.	02346	TILING FOR POLICE STATION - POLICE	3,098.06
SPRINT	00859	PHONE & DATA SERVICE - POLICE	117.64
STAPLES BUSINESS ADVANTAGE	00426	PAPER, FOLDERS, SUPPLIES - GENERAL & ASSESSING	398.01
STATE OF MICHIGAN	00428	TOKENS FOR S.O.R - POLICE	66.00
STEVE'S METER SERVICE	00442	DEMAND SEALS - ELECTRIC	165.00
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC, WW, WTR, M POOL	179.44
WOW! INTERNET-CABLE PHONE	02132	CABLE INTERNET SERVICES - ELEC, WW, GENERAL	148.91
BILLIE PRICE	MISC	ENERGY OPTZ - ELECTRIC	165.00
BANDIT INDUSTRIES INC.	02347	SLIDE IN RADIATOR SCREEN - MOTOR POOL	87.34
COOK BROS EXCAVATING	00101	SAND - WATER	35.00
ELHORN ENGINEERING	00139	EL-CHLOR CARBOY - WATER	345.65
PLEUNE SERVICE COMPANY INC.	00741	NEW TRANSFORMER FOR BOILER #1 - CITY HALL	553.65
NATIONAL SAFETY COMPLIANCE	01958	FEDERAL LABOR LAW POSTERS - VARIOUS DEPTS	75.70
MRE SERVICES, INC.	00318	COMPUTER CONSULTING - PARKS, POLICE, ASSESSING	421.30
MICHIGAN MUNICIPAL LEAGUE	00285	WEBSITE CLASSIFIED AD FOR TREASURER POSITION-	144.10
FLEIS & VANDENBRINK	00153	WWTP ASSIST W RAW SEWAGE/REVIEW SPEEDWAY ROW -	1,076.33
FLEIS & VANDENBRINK	00153	KENT ST ENG SVC- MAJ STS, WASTE WTR	3,333.50
FLEIS & VANDENBRINK	00153	CUTLER RD CONSTRUCTION ENENGINEERING-LOC STS, W	4,345.88
FLEIS & VANDENBRINK	00153	DIESEL FUEL SPILL CLEAN UP - ELECTRIC	234.00
FIRE PROS, INC.	00151	5 #ABC 6 YEAR MAINTENANCE PULL PIN FIRE EXTING	25.75
DIGITAL ALLY	02002	DMV-500 MICROPHONE FOR VIDEO CAMERA - POLICE	505.00

Date: 04/01/15

CITY OF PORTLAND INVOICE REGISTER

Page: 3

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CIVIC PLUS	02335	WEBSITE FEES - COMM PROMO	4,810.00
THE CIVIC MOSAIC	02273	ZONING ADMIN SERVICES JAN 1- FEB 28TH - CODE	1,400.00
CHERRY HILL ESTATES	02081	2ND QUARTER ASSOCIATION FEES - ECON DEV	60.06
SUPERIOR ASPHALT INC	02348	TONS UPM COLD PATCH - LOC ST, WATER	625.00
Total:			\$45,937.85

**BI-WEEKLY
WAGE REPORT
March 30, 2015**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	6,424.74	182,917.77	694.89	60,724.26	7,119.63	243,642.03
ASSESSOR	1,248.96	26,608.20	95.95	6,917.93	1,344.91	33,526.13
CEMETERY	1,845.81	61,754.58	140.62	20,003.19	1,986.43	81,757.77
POLICE	12,759.51	290,126.61	1,286.25	78,846.75	14,045.76	368,973.36
CODE ENFORCEMENT	581.20	13,047.05	44.45	3,548.07	625.65	16,595.12
PARKS	1,309.30	43,432.77	99.61	11,277.52	1,408.91	54,710.29
INCOME TAX	1,521.58	33,194.46	99.81	15,489.51	1,621.39	48,683.97
MAJOR STREETS	3,096.80	69,612.31	234.45	34,056.67	3,331.25	103,668.98
LOCAL STREETS	1,870.86	47,317.78	141.99	23,730.36	2,012.85	71,048.14
RECREATION	1,794.00	40,086.89	135.86	14,951.15	1,929.86	55,038.04
AMBULANCE	15,152.23	216,159.62	1,416.88	39,874.51	16,569.11	256,034.13
DDA	1,614.96	18,830.31	123.55	6,880.47	1,738.51	25,710.78
ELECTRIC	15,050.87	340,121.80	1,157.20	138,312.40	16,208.07	478,434.20
WASTEWATER	8,752.20	166,447.95	677.98	76,098.06	9,430.18	242,546.01
WATER	6,340.93	99,909.53	613.35	41,203.15	6,954.28	141,112.68
MOTOR POOL	2,021.03	42,091.93	152.96	20,026.99	2,173.99	62,118.92
TOTALS:	81,384.98	1,691,659.56	7,115.80	591,940.99	88,500.78	2,283,600.55

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

Held on February 19, 2015
In Council Chambers at City Hall

Members Present: Dumas, Antaya, Blastic, Grimminck, Gorman, Tyler, Briggs, Barnes, Urie, and Smith

Members Absent: Clement

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

The meeting was called to order at 4:02 P.M. by Chair Dumas.

Motion by Barnes, supported by Antaya, to approve the Proposed Revised Agenda and to excuse Member Clement.

All in favor. Adopted.

Motion by Antaya, supported by Blastic, to approve the Minutes of the January 15, 2015 Regular Meeting as presented.

All in favor. Adopted.

Motion by Barnes, supported by Gorman, to approve the February 2015 Treasurer's Report as presented.

All in favor. Adopted.

Under Old Business, Director Reagan presented information on the additional quotes for holiday decorations requested at January's DDA meeting. A company that will own the lights and decorations and hang them is desired. The cost of switching from incandescent to LED lights will not be offset by the savings in electricity. Director Reagan recommended staying with incandescent lights from Hometown Decoration & Display at a cost of approximately \$8,300 for a 3-year contract.

Motion by Barnes, supported by Smith, to approve a 3-year contract with Hometown Decoration & Display for incandescent holiday lighting per quote.

All in favor. Adopted.

Under New Business, Director Reagan requested approval to submit a Special Event Liquor License Application for the May 16, 2015 Downtown Block Party.

Motion by Urie, supported by Antaya to approve the request to submit a Special Event Liquor License for the May 16, 2015 Downtown Block Party.

Director Reagan requested approval to submit a license application for the 2015 Portland Pay Day promotion approved by the Main Street Board at its meeting earlier today.

Motion by Smith, supported by Urie, to approve the request to submit a license application for the 2015 Portland Pay Day promotion.

All in favor. Adopted.

Director Reagan requested approval of the changes to the DDA Façade Grant Application and to open the 2015 DDA Façade Grant application round. The Design Committee would like to award 1 grant this year; \$5,000 has been budgeted for this purpose.

Motion by Barnes, supported by Blastic, to approve changes to the DDA Façade Grant Application and to open the 2015 DDA Façade Grant application round.

All in favor. Adopted.

There was discussion of a possible donation to the Red Mill Pavilion Project by the DDA. Director Reagan explained the project and that the Friends of the Red Mill are seeking funding. Director Reagan suggested a donation of \$1,000 to the project.

City Manager Gorman stated that he supports the donation but would like to ensure there is no conflict in the City donating to a project that will become City property upon its completion.

Director Reagan stated that he will look into any conflicts and report back at the next meeting.

Member Smith suggested an in-kind donation of City staff, etc.

Director Reagan noted that a meeting is being held with the Friends of the Red Mill tomorrow for that purpose.

Under the Director's Report, Director Reagan stated that he will attend the 2015 National Main Street Conference will be held in Atlanta, GA on March 30th – April 2nd. Kory Blastic, Eric Proctor and Heather Wiborn are also attending.

Director Reagan reported that the Promotions & Marketing Committee will hold the 2015 Block Party on Saturday, May 16, 2015.

The Design Committee will be opening the Sign Incentive Grant Program for two creative signs this year along with the DDA Façade Grant.

The Economic Revitalization Committee will hold Quarterly Business Networking sessions sometime this summer in conjunction with the Chamber of Commerce in order to build cooperation and in an effort to work together.

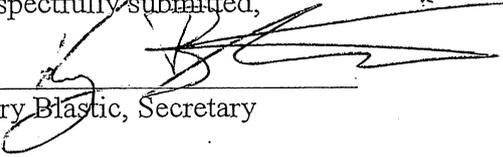
The Organization and Finance Committee published the February 2015 On the Street Newsletter that was mailed with the City utility bills.

Under Board Member Comments, City Manager Gorman commented that the Chamber of Commerce held a ribbon cutting ceremony for The Gallery Brewery that was very well attended

by both the Chamber of Commerce and the DDA. It was a great collaborative effort and good for the Downtown.

Motion by Antaya, supported by Gorman, to adjourn the meeting at 4:21 P.M.
All in favor. Adopted

Respectfully submitted,



Kory Blastic, Secretary



Date: March 19, 2015

REPORT OF FUNDS IN DDA AS OF: March 16, 2015

PRINCIPAL & INTEREST ACCOUNT

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>2/17/2015</u>	\$ 100,849.15
INTEREST EARNED:	\$ 3.03
DEPOSITS:	
Transfer from Regular Account for Bond Principal and Interest Escrow	<u>\$ 19,215.00</u>
NEW BALANCE: <u>3/16/2015</u>	<u>\$ 120,067.18</u>

REGULAR ACCOUNT

PREVIOUS BALANCE: <u>2/17/2015</u>	\$ 19,629.79
INTEREST EARNED:	\$ 1.80
DEPOSITS:	
2015 Block Party Vendor Fee	\$ 25.00
2015 Block Party Sponsorship	\$ 500.00
2015 Block Party Sponsorship	\$ 300.00
2015 Block Party Vendor Fee	\$ 25.00
2015 Block Party BBQ Contest Entry Fee	\$ 75.00

CHECKS WRITTEN:

Ck No.	Payee:	<u>AMOUNTS</u>
1426	CITY OF PORTLAND-Reimb for telephone, postage, website fee	\$ 172.14
1427	GRIDER PORTLAND AGENCY - Liquor Bond: Liability Insurance for 2015 Downtown Block Party	\$ 385.00
1428	ADAMS OUTDOOR ADVERTISING - Billboards for 2015 Downtown Block Party	\$ 1,250.00
1429	QUARTERLINE MEDIA - Webisode Video Services	\$ 500.00
1430	PASCHAL SECURITY SYSTEMS - Security at 2015 Downtown Block Party	<u>\$ 150.00</u>

TOTAL CHECKS \$ (2,457.14)

TRANSFER FROM PROPERTY TAX ACCOUNT	\$ 50,000.00
TRANSFER TO DDA PRINCIPAL AND INTEREST ESCROW ACCOUNT	\$ (19,215.00)
TRANSFER TO DDA PAYROLL AND FRINGE BENEFITS FROM:	\$ (3,475.34)
TRANSFER TO DDA PAYROLL AND FRINGE BENEFITS FROM:	<u>\$ (1,739.34)</u>

NEW BALANCE: 3/16/2015 \$ 43,669.77

CITY OF PORTLAND REIMBURSEMENT CHECK BREAKDOWN

Below is a summary of the following attached invoices that the DDA needs to reimburse to the City of Portland for services provided and for bills paid directly by the City for credit card charges and joint billings from vendors:

Name Description Amount

Quarterly Payment for Main Street Website to 1 and 1 Internet -- \$29.97

Clear Rate Communications Telephone service -- \$82.69

Main Street newsletter mailing and regular postage used -- \$59.48

Vendor: 00701

CITY OF PORTLAND

Check #: 1426

03/19/15

Date	Invoice	Description/Detail	Amount
	248-275-740,001	OPERATING SUPPLIES-MAIN ST BOARD	29.97
	248-275-730,000	POSTAGE	59.48
	248-275-851,000	TELEPHONE SERVICE	82.69

Total: 172.14

INVOICE

CITY OF PORTLAND
259 KENT ST.
PORTLAND, MI 48875

(517) 647-3211

DDA
259 KENT ST.
PORTLAND, MI 48875

Customer ID: 00017
Invoice Number: 000000938
Service Date: 03/06/2015
Invoice Date: 03/10/2015
Due Date: 04/10/2015

Property Address:
259 KENT ST.

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
1	POSTAGE	0.48	0.48
1	ON THE STREET - MARCH 15	59.00	59.00

Total Invoice:	59.48
Credits Applied:	0.00
Payments Applied:	0.00
Invoice Balance:	59.48

INVOICE

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

(517) 647-3211

DDA
259 KENT ST.
PORTLAND, MI 48875

Customer ID: 00017
Invoice Number: 000000938
Service Date: 03/06/2015
Invoice Date: 03/10/2015
Due Date: 04/10/2015

Property Address:
259 KENT ST.



Vendor: 02231

CLEAR RATE COMMUNICATIONS

Check #: 00000037231 03/16/15

Date	Invoice	Description/Detail	Amount
02/28/2015	3141681	PHONE SVC - CITY HALL	
	101-172-851.000	TELEPHONE SERVICE	41.27
	101-201-851.000	TELEPHONE SERVICE	165.10
	101-209-851.000	TELEPHONE SERVICE	41.27
	101-751-851.000	TELEPHONE SERVICE	41.27
	101-728-956.000	MISCELLANEOUS EXPENSES	41.27
	105-254-851.000	TELEPHONE SERVICE	41.27
	208-690-851.000	TELEPHONE SERVICE	41.27

Total: 412.72

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

CITY OF PORTLAND • PORTLAND, MICHIGAN 48875

WARNING: DO NOT CASH UNLESS LOGO APPEARS IN BACKGROUND OF CHECK

CITY OF PORTLAND
259 KENT STREET
PORTLAND, MICHIGAN 48875

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

037231
Date: 03/16/15

AMOUNT
\$412.72

Four Hundred Twelve and 72/100 Dollars**

PAY

CLEAR RATE COMMUNICATIONS
PO BOX 27308

LANSING MI 48909

CITY OF PORTLAND - PAYING ACCOUNT

James Tanner

MAYOR

Monique Miller

MP
CLERK

WARNING: DO NOT CASH UNLESS ORIGINAL DOCUMENT APPEARS ON BACK OF CHECK

⑈037231⑈ ⑆072403673⑆ 01151128209⑈



Questions?

- By Phone : 877-877-4799 (toll free)
- By Email : support@ClearRate.com
- By Internet : www.ClearRate.com

0957 1030
 City Of Portland
 259 Kent Street
 Portland, MI 48875

Account Number	Bill Period	Invoice Number
4876957	02/04/2015 - 03/03/2015	3141681

Previous Balance	Payments Received	Current Charges	Taxes/Surcharges	Total Amount Due	Payment Due By
\$414.22	\$414.22	\$289.00	\$123.72	\$412.72	03/23/2015

Account Summary

Previous Balance	\$414.22
Payments	\$414.22
Balance Forward	\$0.00
Usage Charges	
Local	\$0.00
Long Distance	\$0.00
International	\$0.00
Toll-Free Service	\$0.00
Calling Card	\$0.00
Directory Assistance	\$0.00
Monthly Recurring	
Partial Month Pro-rated Charge	\$0.00
Monthly Charge(s)	\$289.00
One Time Charges	\$0.00
Late Payment Charges	\$0.00
Regulatory Taxes and Surcharges	\$123.72
Total Current Charges (Including Taxes and Surcharges)	\$412.72
Total Amount Due	\$412.72

Vendor: 02231

CLEAR RATE COMMUNICATIONS

Check #: 0000037075 02/16/15

Date	Invoice	Description/Detail	Amount
02/04/2015	3111856	PHONE SVC - CITY HALL	
	101-172-851.000	TELEPHONE SERVICE	41.42
	101-201-851.000	TELEPHONE SERVICE	165.70
	101-209-851.000	TELEPHONE SERVICE	41.42
	101-751-851.000	TELEPHONE SERVICE	41.42
	101-728-956.000	MISCELLANEOUS EXPENSES	41.42
	105-254-851.000	TELEPHONE SERVICE	41.42
	208-690-851.000	TELEPHONE SERVICE	41.42

Total: 414.22

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

CITY OF PORTLAND • PORTLAND, MICHIGAN 48875

CITY OF PORTLAND
249 KENT STREET
PORTLAND, MICHIGAN 48875

THE HUNTINGTON NATIONAL BANK
GRAND RAPIDS, MICHIGAN
74-3471724

037075

Date: 02/16/15

PAID
\$414.22

Four Hundred Fourteen and 22/100 Dollars**

CLEAR RATE COMMUNICATIONS
PO BOX 27308
LANSING MI 48909

CITY OF PORTLAND - PAYING ACCOUNT

James Hanner

MAYOR

Monique Melh

CLERK

⑈037075⑈ ⑆072403473⑆ 01151128209⑈



Questions?

By Phone : 877-877-4799 (toll free)

By Email : support@ClearRate.com

By Internet : www.ClearRate.com

Account Number	Bill Period	Invoice Number
4876957	01/04/2015 - 02/03/2015	3111856

0954 1063

City Of Portland
259 Kent Street
Portland, MI 48875

Previous Balance	Payments Received	Current Charges	Taxes/Surcharges	Total Amount Due	Payment Due By
\$412.72	\$412.72	\$290.50	\$123.72	\$414.22	02/23/2015

Account Summary

Previous Balance	\$412.72
Payments	\$412.72
Balance Forward	\$0.00
Usage Charges	
Local	\$0.00
Long Distance	\$0.00
International	\$0.00
Toll-Free Service	\$0.00
Calling Card	\$0.00
Directory Assistance	\$1.50
Monthly Recurring	
Partial Month Pro-rated Charge	\$0.00
Monthly Charge(s)	\$289.00
One Time Charges	\$0.00
Late Payment Charges	\$0.00
Regulatory Taxes and Surcharges	\$123.72
Total Current Charges (Including Taxes and Surcharges)	\$414.22
Total Amount Due	\$414.22

Vendor: 02075

BUSINESS CARD

Check #: 00000037146 03/02/15

Date	Invoice	Description/Detail	Amount
02/16/2015	STATEMENT	SUPPLIES - ECON DEV, RECREATION	
	101-728-956.000	MISCELLANEOUS EXPENSES	29.97
	101-201-956.000	MISCELLANEOUS EXPENSES	32.06
	208-690-740.000	OPERATING SUPPLIES	333.04
Total:			395.07

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

CITY OF PORTLAND • PORTLAND, MICHIGAN 48875

WARNING: DO NOT CASH UNLESS LOGO APPEARS IN BACKGROUND OF CHECK

CITY OF PORTLAND
259 KENT STREET
PORTLAND, MICHIGAN 48875

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

037146
Date: 03/02/15

AMOUNT
\$395.07

Three Hundred Ninety-Five and 7/100 Dollars**

TO THE
ORDER
OF
BUSINESS CARD
P. O. BOX 15796
WILMINGTON

DE 19886-5796

CITY OF PORTLAND - PAYING ACCOUNT

James Hanner
Monique Milk

MAYOR
Clerk

WARNING: DO NOT CASH UNLESS ORIGINAL DOCUMENT APPEARS ON BACK OF CHECK

⑈037146⑈ ⑆072403473⑆ 01151128209⑈

Account Number: 9828

01/22 01/20
01/22

Purchases and Other Charges

WWW.1AND1.COM TEL8774612631PA
ORIENTAL TRADING CO 800-228-8475 NE

85101655021700000312629
75329315023872500126002

29.97
333.04
\$363.01

TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD

- Website Fee

Finance Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	21.24% V	\$1,776.89	\$32.06
CASH	24.24% V	\$0.00	\$0.00

V = Variable Rate (rate may vary); Promotional Balance = APR for limited time on specified transactions.

Important Messages

Your account is past due. We haven't received your Current Payment Due as reflected on this statement. Please make your payment today. If you've already made your payment, thank you.

WorldPoints Rewards for Business™ Summary

Beginning Balance	41,748	Monthly Bonus	0
Earned	363	Transferred In	0
Redeemed	0	Transferred Out	0
Adjustments	0	Ending Balance	42,111

Redeem your points for cash, gift cards and travel by calling 1.800.673.1044, or visit www.bankofamerica.com/worldpoints

Vendor: 011901 - GREGORY PORTLAND AGENCY, INC. Check # 1427 Date: 05/18/75
Date: Invoice: Description/Detail: Amount:
248-275-740-001 - GREGORY PORTLAND AGENCY, INC. 385.00

Total: 385.00

PURCHASE ORDER

CITY OF PORTLAND

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

TO

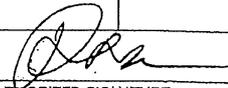
Groves Portland Agency
 310 Kent Street
 Portland, Michigan 48875

SHIP TO

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
3/12/15					15-262
QUANTITY	DESCRIPTION			PRICE	AMOUNT
	Liquor bond + liability insurance for the 2015 Downtown Block Party				385. ⁰⁰
	P&M Comm				
	248.275.740.006				

NOT FOR RESALE FOR RESALE

TAX NUMBER _____


 AUTHORIZED SIGNATURE

ORIGINAL

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



Grider-Portland Agency Insurance

INVOICE

Customer

Name Portland Downtown Development Authority
 Address 259 Kent St
 C/S/Z Portland MI 48875
 Phone _____

Date: 3/12/2015Due Date: 5/15/2015

Expiration	Policy Number	Item	Premium
5/16/2015	Pending	Special Event Liquor Liability Insurance	\$ 350.00
	Pending	Special Event License Bond	\$ 35.00

Bill to:
 Insured
 Mortgagee
 Other

As always, we appreciate the opportunity to
serve your insurance needs.

TOTAL PREMIUM DUE: \$ 385.00

Detach here and return the bottom portion with your payment.

Customer

Name Portland Downtown Development Authority
 Policy # Pending

Premium Due:

\$ 385.00Due Date: 5/15/2015

Please make check payable and mail to:

Grider-Portland Agency Inc
 310 Kent St
 Portland MI 48875

Vendor: 2024782 ADAMS OUTDOOR ADVERTISING INC Invoice # 1428 Date: 05/19/21

Date: Invoice # Description / Qty / Details Amount

048-276-740-0006 PORTLAND POLYETHYLENE COPIERS - P.M. COMM 1,250.00

Total: 1,250.00

PURCHASE ORDER

CITY OF PORTLAND

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

TO Adams Outdoor Advertising

SHIP TO _____

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
3/12/13					15-268
QUANTITY	DESCRIPTION			PRICE	AMOUNT
	Billboards for Jan 2015 Downtown Block Park				1,250.00
	P&M Cover				

NOT FOR RESALE FOR RESALE

TAX NUMBER _____

[Signature]
AUTHORIZED SIGNATURE

ORIGINAL

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

CAI adams

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

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

FAX: (517) 321-2122

DATE 2-27-2015

CONTRACT # _____

ACCOUNT EXECUTIVE Allysha Najdowski

(Print Name)

N R J P

ADVERTISER/CLIENT City of Portland Downtown Development Authority

PRODUCT/CATEGORY Government

BILL TO City of Portland Downtown Development Authority

259 Kent St

Portland, MI 48675

TEL 517-647-5027

FAX 517-647-2938

E-MAIL adamainstreet@portland-michigan.org

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

Posting Dates: Week of <u>April 18th, 2015</u>		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Year	Unit #				16								
20	590, 809												
20													
20													
Bulletin: 590 (1-96 0.5 ml E/O SR 100 SS):							1		4		\$0		
Poster: 809 (1-96 BL 0.5 ml W/O 1-96 SS):							1		4		\$700		

Addendum attached and incorporated herein by reference.

INSTALLATION: Advertiser agrees that performance shall be deemed rendered if copy is displayed within FIVE (5) WORKING DAYS of the scheduled start date and continues to be displayed for a period of not less than twenty-five (25) days for each display period indicated. If ADAMS fails to display the copy within the five (5) working day limit, credit shall be issued to the Advertiser based on the contracted per period rate herein set forth prorated on a daily basis for each and every unit not displayed within said limit.

TOTAL PER PERIOD: \$ 700
 TOTAL SPACE AMOUNT: \$ 700
 TOTAL PRODUCTION COST: \$ 550
 ADDITIONAL ILLUMINATION: \$ _____
 TOTAL CONTRACT AMOUNT: \$ 1250

TERMS: Should credit be approved, Advertiser agrees to pay the full invoiced amount not later than thirty (30) days following the billing date. All payments in arrears shall bear interest at the highest rate permitted by law. In the event of default, Advertiser agrees to pay, in addition to any amount required hereunder, either reasonable collection fees or reasonable attorney's fees as by law provided.

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

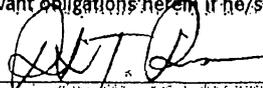
RESCISSION: THIS CONTRACT IS NON-CANCELABLE BY THE ADVERTISER, ITS ADVERTISING AGENCY, OR BY ITS SUCCESSORS OR PERMITTED ASSIGNS. If Advertiser elects to sign this Contract and then forward a facsimile copy to ADAMS, ADAMS will accept same in lieu of an original signature contract form. However, Advertiser agrees to be bound to the terms and stipulations hereunder as if Advertiser had affixed and forwarded to ADAMS an original signature to the Contract.

SPECIAL PROVISIONS:

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

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

**ADVERTISER/CLIENT
AUTHORIZED BY:**



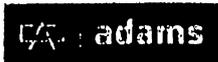
SIGNATURE OF AUTHORIZED SIGNER

GENERAL MANAGER

DATE

Patrick T. Reagan
PRINTED NAME OF AUTHORIZED SIGNER

2/28/15
DATE



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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client Initials: AK

Date: 2/28/15

Vendor: 02237 QUABENTLINE MEDIA CHECK # 1429 08/19/15
Date: Invoice: Description/Ref: Amount:
20527057403005 OFFPRINTS FOR THE CITY OF PORTLAND 500.00

Total: 500.00

PURCHASE ORDER

CITY OF PORTLAND

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

TO Quarantine Media

SHIP TO _____

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
3/17/18					15-264
QUANTITY	DESCRIPTION			PRICE	AMOUNT
	Webisode video services down payment				500.00
	P&F Comm.				

NOT FOR RESALE FOR RESALE

TAX NUMBER _____

[Signature]
AUTHORIZED SIGNATURE

ORIGINAL

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

**Portland Main Street
Organization and Finance Committee
"Webisode" Video Creation Project
Letter of Understanding
March 2, 2015**

COPY

The following is a letter of understanding which outlines the roles and responsibilities of both the Portland Main Street program and Quarterline Media with regard to this project.

Role and Responsibilities

1. The Portland Main Street program will select ^{four} ~~five~~ businesses in their Main Street district to receive a "webisode" video highlighting their individual business. These businesses will be selected through a competitive application process to be determined by the Portland Main Street program.
2. Portland Main Street will retain all ownership rights to these videos.
3. A \$500.00 deposit will be made to Quarterline Media after this agreement has been signed. The balance of \$1,000.00 will be paid by check upon final completion, delivery, and approval of the three videos. This check will be cut based upon the approval of the Portland Main Street Organization and Finance Committee, the Portland Main Street Board of Directors, and by the City of Portland Downtown Development Authority. Quarterline Media shall submit a final invoice, upon project completion, to the Portland Main Street program.
4. All videos must be completed, received, approved, and delivered in final form by June 30, 2015.
5. Final approval of all videos will be made by the Organization and Finance Committee of the Portland Main Street program. None of the videos may contain explicit language, nudity, or any language that defames the following: the Portland Main Street program; the City of Portland; the City of Portland Downtown Development Authority; the Michigan Main Street Center; the National Main Street Center; or any existing Portland business or resident.
6. Quarterline Media will deliver all videos in the following manner:
 1. Videos will be delivered on a DVD.
 2. Videos will be uploaded to a media account (i.e. YouTube, Vimeo, etc) created and managed by the Portland Main Street program
7. Quarterline Media is allowed to use these videos as examples, samples, and portfolio pieces for their marketing purposes.
8. Portland Main Street will actively work with Quarterline Media and selected businesses during the film shooting process, as necessary and able.
9. Quarterline Media is responsible for all costs associated with the creation of all videos.

10. All videos will contain, upon the completion of the actual video pieces, the Portland Main Street logo. Also, each video may begin with a logo from Quarterline Media. Both of these logos shall not be counted as allotted time for the webisode itself.

11. Quarterline Media assumes all responsibility for the filming of these videos. The Portland Main Street program, the City of Portland Downtown Development Authority, the City of Portland, as well as staff and volunteers, shall be held harmless for any damage or injury to persons or property that may result from the creation of these video pieces.

12. Portland Main Street reserves the right to license, promote, or market these videos in any way they deem fit.

13. All videos will highlight the selected businesses, the Portland Main Street program, and downtown Portland in a positive manner. All videos will be approximately two minutes in length, exclusive of logos, unless otherwise approved by Portland Main Street and Quarterline Media.

14. This agreement may be amended, in writing, by mutual agreement of the Portland Main Street program and Quarterline Media.

Draft Timeline for Services

March 2015 – Portland Main Street will send out notices to all Main Street district businesses, requesting completed applications.

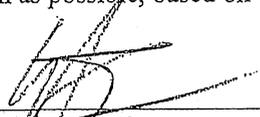
April 2015 – The Organization and Finance Committee will select businesses to receive this service.

April-May 2015 – Quarterline Media will film, edit, and finish videos.

June 2015 – Quarterline Media will deliver the final products to the Organization and Finance Committee of the Portland Main Street program for review.

June 2015 – Portland Main Street will make final payment of balance.

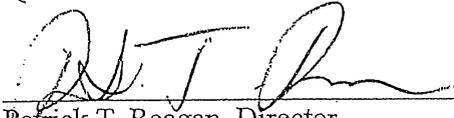
If products are delivered before June 2015, and have been approved, payment will be made as soon as possible, based on the stipulations above.



Eric Proctor, Owner
Quarterline Media

3/2/15

Date



Patrick T. Reagan, Director
City of Portland DDA
Portland Main Street

3/2/15

Date

Vendor: 02126 PACHAI SECURITY SYSTEMS, INC. Check # 1430 Date: 08/16/78

Dept: Invoiced: Description: Dept: Amount:

2218-275-740.0006 OFFICE SUPPLIES FROM COMMITTEE 150.00

Total: 150.00

PURCHASE ORDER

CITY OF PORTLAND

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

TO Paschal Security Systems
2710 Alpha Access Street, Suite C
Lansing, Michigan 48910

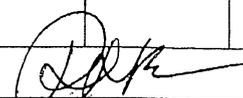
SHIP TO _____

DATE	DELIVERY DATE	SHIP VIA	F.O.B.	TERMS	PURCHASE ORDER NO.
3/12/15					15-261

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Down payment for security at de 2015 Mountain Block Park		150. ⁰⁰
	AM Comm.		

NOT FOR RESALE FOR RESALE

TAX NUMBER _____


 AUTHORIZED SIGNATURE

ORIGINAL

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

This Service Agreement ("Agreement") is made between City of Portland, MI of 259 Kent St., Portland MI 48875 ("Company") and PASCHAL SECURITY SYSTEMS, LLC, a Michigan limited liability company of 2710 Alpha Access Street, Suite C, Lansing, MI 48910 ("Contractor"). Company and Contractor are individually referred to as "party" and collectively referred to as the "parties."

1. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue for the period provided in Exhibit A. This Agreement may be extended or renewed by written Agreement signed by both parties. This Agreement may be terminated on thirty (30) days written notice by either party to this Agreement. All provisions of this Agreement shall apply to all services and all periods of time in which Contractor renders services for Company. If Company terminates this Agreement before expiration of the term, then Company forfeits fifty percent (50%) of its deposit, if applicable. If there is no deposit, then Company will pay the early termination amount specified in Exhibit A of this Agreement.

2. **Terminating the Agreement.** With reasonable cause, either party may terminate this Agreement immediately by giving written notice of termination to the other party. For purposes of this Agreement, "reasonable cause" shall be defined as

- a material violation of this Agreement, or
- any act exposing the other party to liability to third parties for personal injuries or damage to property, real or personal.

3. **Services to be Performed.** Contractor agrees to perform the services for Company at the times and for the term provided on Exhibit A.

4. **Payment.** In consideration for the services to be performed by Contractor, Company agrees to pay Contractor compensation in the amounts and in the manner provided on Exhibit B. If Company fails to timely pay the compensation to Contractor, Contractor may immediately terminate this Agreement with no further obligations to perform services. Company acknowledges that its obligation to timely pay compensation is a material condition of this Agreement and Company's failure to timely compensation is a material violation of this Agreement's terms.

5. **Terms of Payment.** Contractor shall invoice Company for services in the manner provided on Exhibit B.

6. **Expenses.** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the services under this Agreement.

7. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

8. Independent Contractor Status. The parties agree that Contractor is an independent contractor, and that neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed to be, employees of Company. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor will perform the services required by this Agreement at the place or location and at the times Company requires.
- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and Company shall not hire, supervise, or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Company in the skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by Company to devote full time to the performance of the services required by this Agreement.
- The Contractor does not receive the majority of its annual compensation from Company.

9. Permits and Licenses. Contractor declares that it has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

10. State and Federal Taxes. Company will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
- make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes.

11. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any Company employee pension, health, vacation pay, sick pay, or other fringe benefit plan.

12. Worker's Compensation. Company shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Company with a certificate of worker's compensation insurance before the employees begin work.

13. **Unemployment Compensation.** Company shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits regarding work performed under this Agreement.

14. **Indemnification.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless Company from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of its employees or agents. Company agrees to indemnify, defend, and hold harmless Contractor from any and all Company liability during the time Contractor performs services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of its employees or agents.

15. **Exclusive Agreement.** This is the entire Agreement between Contractor and Company.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

17. **Confidentiality.** The parties will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of each other without the other party's prior written permission, unless it is necessary to perform the services under this Agreement. "Proprietary or confidential information" includes:

- the written, printed, graphic, or electronically recorded materials furnished by either party for the other party's use;
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
- information belonging to customers and suppliers of either party about whom the other party gained knowledge as a result of Contractor's services to Company. The parties shall not be restricted in using any material that is publicly available, already in their respective possession, or known to the using party without restriction, or that is rightfully obtained by the using party from sources other than the other party. On termination of Contractor's services to Company, or at either party's request, the parties shall deliver to each other all materials in their respective possession relating to the other party's business.

18. **Disputes Resolution.** Any and all disputes, controversies, or claims arising out of or relating to this Agreement, or any breach or alleged breach, and any claim that either party violated any state or federal statutes, common-law doctrine, or committed any tort regarding either party shall, on the request of either party, and the consent of the other party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to

this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

19. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

20. **Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be: (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Company and to Contractor at their respective addresses provided above. Each notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed pursuant to this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, pursuant to the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

21. **No Partnership.** This Agreement does not create a partnership relationship. Neither party has the authority to enter into contracts on behalf of the other.

22. **Assignment and Delegation.** Contractor may not assign any rights or obligations under this Agreement without Company's prior written approval.

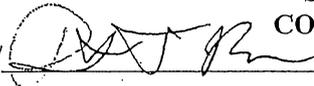
23. **Solicitation of Contractor's Employees/Contractors.** Company will not solicit or induce Contractor's employees or contractors for hire at any time during the term of this Agreement, or for a period of ninety (90) days after termination. Company acknowledges that solicitation or inducement of Contractor's employees or contractors may cause Contractor irreparable harm, and therefore, Contractor may seek and be entitled to equitable and/or legal relief if Company violates this prohibition.

Dated: 3/12/15

Signatures:

COMPANY:

/s/



By:

Its:

CONTRACTOR:

/s/

By: PAULA J. PASCHAL

Its: Member

EXHIBIT A

**CONTRACTOR'S SERVICES
(ON-SITE POST INSTRUCTIONS WILL BE INCLUDED)**

LENGTH OF CONTRACT: 1 Day (special Event)

DEPOSIT: \$150.00

EARLY TERMINATION FEE: \$75.00 if less than 48 hours

SERVICE TIMES AND DATES: Sat. May 16th 6pm-12pm

SITE LOCATION: City of Portland (Downtown) Wine Festival
259 Kent St
Portland, MI 48875

SERVICES TO BE PREFORMED:

- Patrol premises to prevent and detect signs of intrusion and ensure security of doors, windows, and gates.
- Answer alarms and investigate disturbances.
- Monitor and authorize entrance and departure of employees, visitors, and other persons to guard against theft and maintain security of premises.
- Write reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- Call police or fire departments in cases of emergency, such as fire or presence of unauthorized persons.
- Circulate among visitors, patrons, and employees to preserve order and protect property.
- Warn persons of rule infractions or violations.
- Operate detecting devices to screen individuals and prevent passage of prohibited articles into restricted areas.
- Inspect and adjust security systems, equipment, and machinery to ensure operational use and to detect evidence of tampering.

*POST INSTRUCTIONS ARE SITE SPECIFIC DUITES AND RESPONSIBILITIES THAT ARE TO BE CARRIED OUT BY THE SECURITY GUARD.

EXHIBIT B

CONTRACTOR'S COMPENSATION

\$350.00 Event Fee

Holiday rates are billed according to Paschal Security Systems Holidays unless otherwise noted or agreed upon by both agencies.

TERMS OF PAYMENT: Checks or Credit Cards

Full payment is due within 14 business days. Late payments are subject to a \$75.00 late fee or 7% of the balance per month from the due date until paid (whichever is greater).

BY MAIL: All payments should be mailed to the address listed below or to our third party billing agency. Third party billing is necessary for long term contracts only. If you are required to submit payments to our third party billing agency, additional documentation will be submitted to your agency.

**Paschal Security Systems
2720 Alpha Access Street
Suite C
Lansing, Michigan 48910
Email: paschal.paula@gmail.com**

BY CREDIT CARD: Please use attached credit authorization form or call our office to pay by credit card.

EMERGENCY CONTACT INFO:

**Office: 517.267.9629
Emergency: 517.862.0879
Fax: 517.993.6275**

03/16/2015 09:37 AM
 User: ACCOUNTING
 DB: Portland

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND
 PERIOD ENDING 03/31/2015

Page: 1/2

GL NUMBER	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 03/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DDA FUND						
Revenues						
Dept 000						
248-000-402.000	REAL PROPERTY TAXES	286,000.00	255,745.62	50,000.00	30,254.38	89.42
248-000-551.000	RIVERSIDE FACADE GRANT	0.00	0.00	0.00	0.00	0.00
248-000-577.000	CONTRIBUTION FROM STATE -GRANT	0.00	0.00	0.00	0.00	0.00
248-000-665.000	INTEREST INCOME	0.00	40.76	0.00	(40.76)	100.00
248-000-674.000	CONTRIBUTION-PROPERTY OWNERS	0.00	0.00	0.00	0.00	0.00
248-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	0.00	160.66	0.00	(160.66)	100.00
248-000-678.006	REIMBURSEMENTS-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
248-000-678.010	REIMBURSEMENTS-RIVERFEST	0.00	0.00	0.00	0.00	0.00
248-000-678.011	REIMBURSEMENTS-CITY AND PACC	0.00	0.00	0.00	0.00	0.00
248-000-678.012	REIMBURSEMENTS-MAIN STREET	25,000.00	11,649.07	900.00	13,350.93	46.60
248-000-698.000	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
248-000-699.101	TRANSFER FROM GENERAL	0.00	0.00	0.00	0.00	0.00
248-000-699.406	TRANSFER FROM BOARDWALK FUND	0.00	0.00	0.00	0.00	0.00
Dept 000		311,000.00	267,596.11	50,900.00	43,403.89	86.04
Revenues		311,000.00	267,596.11	50,900.00	43,403.89	86.04
Expenditures						
Dept 275-ADMINISTRATION						
248-275-702.000	S & W FULLTIME	42,500.00	16,503.79	3,137.60	25,996.21	38.83
248-275-711.000	S & W HEALTH PREMIUMS	1,200.00	461.50	92.30	738.50	38.46
248-275-715.000	S & W SOCIAL SECURITY	3,345.00	1,316.96	247.08	2,028.04	39.37
248-275-716.004	RETIREE HEALTH CARE SAVINGS PLAN	0.00	0.00	0.00	0.00	0.00
248-275-717.000	LIFE/LTD INSURANCE	890.00	364.70	72.94	525.30	40.98
248-275-718.000	PENSION	9,295.00	8,314.70	1,662.94	980.30	89.45
248-275-719.000	OTHER FRINGE	200.00	250.00	0.00	(50.00)	125.00
248-275-720.000	WORKER'S COMPENSATION	750.00	0.00	0.00	750.00	0.00
248-275-723.000	UNEMPLOYMENT	30.00	5.70	1.82	24.30	19.00
248-275-730.000	POSTAGE	0.00	231.72	59.48	(231.72)	100.00
248-275-740.001	OPERATING SUPPLIES-MAIN ST BOARD	5,000.00	1,354.55	29.97	3,645.45	27.09
248-275-740.003	OPERATING SUPPLIES-DESIGN COMMITTEE	8,700.00	820.00	0.00	7,880.00	9.43
248-275-740.004	OPERATING SUPPLIES-ER COMMITTEE	3,870.00	250.98	0.00	3,619.02	6.49
248-275-740.005	OPERATING SUPPLIES-O&F COMMITTEE	10,195.00	2,208.72	500.00	7,986.28	21.66
248-275-740.006	OPERATING SUPPLIES-P&M COMMITTEE	18,635.00	12,570.52	1,785.00	6,064.48	67.46
248-275-740.007	OPERATING SUPPLIES-RIVERFEST	0.00	0.00	0.00	0.00	0.00
248-275-801.000	LEGAL SERVICE	100.00	1,653.00	0.00	(1,553.00)	1,653.00
248-275-802.000	AUDIT SERVICE	800.00	700.00	0.00	100.00	87.50
248-275-803.000	ENGINEERING SERVICE	0.00	0.00	0.00	0.00	0.00
248-275-804.000	CONTRACTUAL SERVICE	15,000.00	16,511.28	0.00	(1,511.28)	110.08
248-275-804.400	CONTRACT SERVICE-DDA XMAS DECO	6,600.00	5,977.90	0.00	622.10	90.57
248-275-806.000	DATA PROCESSING	300.00	0.00	0.00	300.00	0.00
248-275-851.000	TELEPHONE SERVICE	500.00	413.03	82.69	86.97	82.61
248-275-886.000	FIREWORKS (DDA)	2,500.00	0.00	0.00	2,500.00	0.00
248-275-902.000	ADVERTISING	0.00	321.60	0.00	(321.60)	100.00
248-275-938.000	M & R STREET LIGHTS	0.00	0.00	0.00	0.00	0.00
248-275-956.000	MISCELLANEOUS EXPENSES	2,500.00	167.21	0.00	2,332.79	6.69
248-275-958.000	DUES & SUBSCRIPTIONS	0.00	45.00	0.00	(45.00)	100.00
248-275-967.001	FACADE RESTORATION (DDA)	5,000.00	0.00	0.00	5,000.00	0.00
248-275-982.000	CAPITAL OUTLAY-DDA EXPANSION	0.00	0.00	0.00	0.00	0.00
248-275-992.000	PRINCIPAL PAYMENT	200,000.00	200,000.00	0.00	0.00	100.00
248-275-995.000	INTEREST PAYMENT	9,442.80	5,595.74	0.00	3,847.06	59.26
248-275-997.000	PAYING AGENT FEES	0.00	0.00	0.00	0.00	0.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND
 PERIOD ENDING 03/31/2015

Page: 2/2

GL NUMBER	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 03/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DDA FUND						
Expenditures						
248-275-999.202	TRANSFER TO MAJOR STREETS	0.00	0.00	0.00	0.00	0.00
Total Dept 275-ADMINISTRATION		347,352.80	276,038.60	7,671.82	71,314.20	79.47
Dept 999						
248-999-999.990	CURRENT FUND CONTRA CHANGE	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		347,352.80	276,038.60	7,671.82	71,314.20	79.47
Fund 248 - DDA FUND:						
REVENUES		311,000.00	267,596.11	50,900.00	43,403.89	86.04
EXPENDITURES		347,352.80	276,038.60	7,671.82	71,314.20	79.47
REVENUES & EXPENDITURES		(36,352.80)	(8,442.49)	43,228.18	(27,910.31)	23.22

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

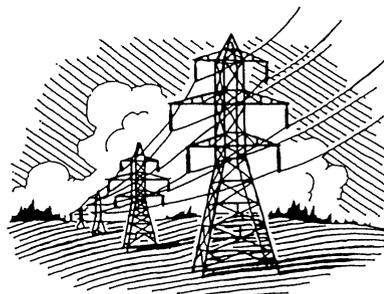
March 1, 2015
February 1-28, 2015

HYDRO GENERATION	120,685		
DIESEL PRODUCTION	0		
Kwh Purchased	3,313,824	Amount Paid	\$ 208,565.04
Total Kwh Purchased	3,313,824	Total Dollars Paid	\$ 208,565.04

Kwh Billed		Dollars Billed	
Residential	1,416,829	PCA Billed	\$ 9,024.95
Commercial	627,106	Residential	\$ 148,733.05
Large General	839,240	Residential EO Charge	\$ 2,474.43
City St. Lites Metered	25,172	Geothermal Discount	\$ (253.83)
St. Lites Unmetered		Commercial	\$ 67,515.89
Rental Lights		Commercial/LG EO Charge	\$ 2,468.84
Demand	2,331	Large General	\$ 58,023.86
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 2,119.77
		St. Lights Unmetered	\$ 1,543.05
Total Kwh Billed	2,910,678	Rental Lights	\$ 259.59
		Demand	\$ 13,703.34
Arrears after billing	\$ 20,942.48	Tax	\$ 11,160.80
Penalties Added	\$ 3,130.20	Total Dollars Billed	\$ 316,792.14
Arrears end of month	\$ 60,675.82		
Fuel Cost Billed	\$ 20,075.61	Power Cost Adj.	.00583
Amount Collected	\$ 368,954.50		
Total Adjustments	\$ 2,875.55		

Residential Customers	2,162
Commercial Customers	315
Large General	16
Total Customers	2,493

03/04/15



**CITY OF PORTLAND
March-15**

WATER DEPARTMENT REPORT

MONTH	Feb-15	PERIOD COVERED	February 1-28, 2015
Customers Billed		Penalties Added	\$ 414.29
City	1,794	Dollars Collected	\$ 46,138.97
Rural	26	Arrears at end of Month	\$ 7,286.82
Total Customers	1,820	Adjustments	\$ 207.23
		Gallons Pumped	9,025,000
		Hydrant Flusing/Rental (unmetered)	0 (water leak)
Gallons Billed		Dollars Billed	
City	7,556,331		\$ 41,298.14
Rural	125,553		\$ 1,403.85
Total	<u>7,681,884</u>		<u>\$ 42,701.99</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,756	Dollars Billed	\$ 65,536.08
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 65,536.08

Penalties Added	\$ 663.78
Dollars Collected	\$ 71,475.22
Arrears at end of Month	\$ 12,772.45
Adjustments	\$ 444.14
Gallons Treated per Million	10.40



City Of Portland
Water Department
Monthly Water Report
March 2015

Monthly Water Production

Well #4	9,438,000 Gallons
Well #5	0 Gallons
Well #6	9,000 Gallons
Well #7	0 Gallons

Daily Water Production

Well #4	304,452 Gallons
Well #5	0 Gallons
Well #6	290 Gallons
Well #7	0 Gallons

Daily Average Water Production for All Wells 304,742 Gallons

Total Water Production for the Month 9,447,000 Gallons

Total Water Production for the Previous Month 9,025,000 Gallons

Total Production increased by 422,000 Gallons

Total Production for This Month from the Previous Year 8,287,000 Gallons

Total Production increased by 1,160,000 Gallons

Rodney D. Smith Jr.
Water Technician

Portland Area Municipal Authority

GOVERNMENTAL UNITS

City of Portland

Portland Township

Danby Township

MINUTES

January 6, 2015

P.A.M.A. BOARD MEMBERS PRESENT: K. Cook, D. Pohl, D. Logel, R. Foote, G. Krausz

VISITORS: None

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

AGENDA

- o Motion to approve agenda as submitted D. Pohl supported by G. Krausz

SECRETARY'S REPORT:

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

TREASURER'S REPORT:

- o Account balance as of 11/28/14 \$1473.67
 - o Error in billing to entities on July 28, 2014 in regard to Eagle Enterprises
 - o City of Portland over paid \$31.55
 - o Danby Township over paid \$15.77
 - o Portland Township recognized the error and didn't pay the billed amount and now owe correct amount of \$111.25
 - o Invoice from Omara Plumbing for sewer cleaning in the amount of \$245.75 paid 10/9/14 ck # 556
- Current Billings Now Due
- o City of Portland 40% of \$245.75=\$98.30 less credit of \$31.55=\$66.75
 - o Portland Township 40% of 278.14=\$111.25+40% of 245.75=\$98.30=\$209.55
 - o Danby Township 20% of 245.75+\$49.15 less credit of \$15.77=\$33.38
 - o Motion to approve treasurer's report as submitted by G. Krausz supported by R. Foote.

OLD BUSINESS:

- o Half bath repairs need to have another bid before a discussion can be had to approve repair.

NEW BUSINESS:

- o Election of officers for 2015 D. Logel as chairman, D. Pohl as treasurer, K. Cook as secretary, motion to approve officers made by G. Krausz seconded by D. Pohl.
- o Meeting dates for 2015 April 14, July 14, October 6, and January 5, 2016.
- o Motion to pay Garys Heating \$602.10 for fan motor replacement by R. Foote supported by G. Krausz.
- o Motion to pay Blue Water Electric \$875.00 for service work by D. Pohl supported by G. Krausz.
- o Discussion of new overhead door openers to replace current openers
- o Discussion of overhead heating units that are in need of replacement because of shortage of replacement parts

Motion made by D. Logel supported by R. Foote to adjourn the meeting at 8:20 p.m.

Respectfully submitted,

Keith Cook, Secretary

NEXT MEETING: April 14th 7:30 p.m.

IONIA COUNTY BOARD OF COMMISSIONERS

March 24, 2015 - 7:00 p.m.
Conference Room – Central Dispatch Building

AGENDA

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Invocation**
- IV. **Approval of Agenda**
 - A. Consideration of additional items
- V. **Public Comment**

(3 minute time limit per speaker – please state name/organization)
- VI. **Did You Know?**
- VII. **Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
 - B. Approve per diem and mileage
 - C. Approve payment of General Fund payroll and accounts payable for the month of February 2015 - \$1,488,507.36
 - D. Approve payment of Health Fund bills - \$81,840.07
 - E.
- VIII. **Unfinished Business**
 - A. Appointments to Community Mental Health Services Board
 - B. ORV Ordinance
 - C. Facilities Discussion
 - D.
- IX. **New Business**
 - A. Public Hearing – DNR Grant Application – Rail Trail
 - B. Resolution To Submit a Recreation Grant Application
 - C. Resolution Authorizing Water and Sewer Improvement Bonds, Series 2015
 - D. Approval of Contract for Issuance of Ionia County Water and Sewer Improvement Bonds, Series 2015
 - E. Request for Adoption of Resolution to Increase 9-1-1 Surcharge
 - F. Household Hazardous Waste Disposal Agreement
 - G. Health Department request – Out of state travel
 - H. Rave Mass Alert and Notification System annual license
 - I. Approval of Addendum to the Oversight Policy Board Intergovernmental Agreement
 - J. CEI Substance Use Disorder Board – Discussion
 - K. Acknowledgement of two PA116's – MarLyle LLC
 - L.

- 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. **Closed Session**
- XIV. **Adjournment**

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2018.
- Commission on Aging Board – Two three-year terms, one expiring September 2017, one expiring September 2015.
- Community Corrections Advisory Board – One position, which would serve as the Media Representative.
- Community Mental Health Services Board – One three-year term, expiring March 2018.
- Construction Board of Appeals – One two-year term, expiring October 2015. This position serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term, expiring April 2018.
- Substance Abuse Initiative – One two-year term, expiring December 2015. Must be a resident of Commissioner District Seven.
- West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee – One one-year term expiring in December 2014 which serves as the Private Sector Representative.

Appointments for consideration in the month of April 2015:

- *Area Agency on Aging of Western Michigan Advisory Council* – One three-year term.
- *Economic Development Corporation/Brownfield Redevelopment Authority* – Three three-year terms.
- *Jury Board* – Two six-year terms.
- *Land Bank Authority* – Two three-year terms, one which serves as the City or Township Representative.

Appointments for consideration in the month of May 2015: None

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

**NOTICE OF HEARING
CONSUMERS ENERGY COMPANY
CASE NO. U-17825**

- Consumers Energy Company is requesting Michigan Public Service Commission authority to reconcile its retail electric customer refund residual balances.
- The information below describes how a person may participate in this case.
- You may contact Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: **Thursday, April 2, 2015, at 9:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Martin D. Snider

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) February 18, 2015 application, which seeks Commission approval to reconcile its residual balance remaining from the retail electric customer refund authorized by the Commission in Case No. U-16861. Consumers Energy represents that it refunded \$23,300,000, to its retail electric customers by applying negative surcharges based on forecasted electric sales in the January 2013 bill month through the June 2013 bill month. Consumers Energy further represents that during the actual operation of the negative surcharges, a variance between forecasted and actual sales resulted in an outstanding residual balance of \$333,459. Consumers Energy proposes to surcharge its retail electric customers in the October 2015 bill month. Consumers Energy also seeks Commission approval to apply a proposed residual balance mechanism to any residual balance remaining after the implementation of the October 2015 surcharges.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by March 26, 2015. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department - Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

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

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

March 4, 2015