



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

7:00 P.M. Monday, May 7, 2018

City Council Chambers

City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</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>	Decision
7:03 PM	IV. <u>Public Comment</u> (5-minute time limit per speaker)	
7:05 PM	V. <u>City Manager Report</u>	
7:10 PM	VI. <u>Presentations</u> A. DDA/Main Street Director Conner Wellman – Downtown Report	
7:15 PM	VII. <u>Public Hearing(s)</u> A. Public Hearing on the Budget Proposed for Fiscal Year 2018-2019	
7:20 PM	VIII. <u>Old Business</u> – None	
7:22 PM	IX. <u>New Business</u> A. Proposed Resolution 18-33 to Adopt the City of Portland’s Annual Budget for Fiscal Year 2018-2019	Decision
7:25 PM	B. Proposed Resolution 18-34 to Approve a Permit Application Submitted Under the Metro Act	Decision
7:30 PM	C. Proposed Resolution 18-35 Approving a Proposal from Pulse Broadband to Conduct a Broadband Feasibility Study and Approving, Authorizing, and Directing the Mayor to Sign the Professional Services Agreement for the City of Portland	Decision
7:33 PM	D. Proposed Resolution 18-36 Approving the Recommended Dissolution the Economic Development Corporation (EDC) of Portland	Decision
7:35 PM	E. Proposed Resolution 18-37 Recognizing the Portland Area Service Group as a Nonprofit Organization for the Purpose of Obtaining a Charitable Gaming License	Decision
7:35 PM	X. <u>Consent Agenda</u> A. Minutes & Synopsis from the Regular City Council Meeting held on April 16, 2018 and Minutes from the City Council Budget Workshop held on April 30, 2018 B. Payment of Invoices in the Amount of \$146,206.06 and Payroll in the Amount of \$214,995.16 for a Total of \$361,201.22	Decision

**Estimated
Time**

**Desired
Outcome**

- C. Purchase Orders over \$5,000.00
 - 1. Greg Cook Builders in the Amount of \$6,440.00 for Staining and Repair of the Red Mill
 - 2. Peerless Midwest in the Amount of \$10,000.00 for Overhaul of Well No. 4

XI. Communications

- A. DDA Minutes for March 22, 2018
- B. DDA Treasurer's Report for April 19, 2018
- C. EDC Minutes from April 24, 2017
- D. Utility Billing Reports for March 2018
- E. Water Department Report for April 2018
- F. Wastewater Treatment Plant Report for April 2018
- G. Police Department Report for April 2018
- H. Ambulance Department Report for April 2018
- I. Ionia County Board of Commissioners Agenda for April 24, 2018
- J. Ionia County Board of Commissioners Agenda for May 8, 2018

XII. Other Business - None

XIII. City Manager Comments

XIV. Council Comments

XV. Adjournment

7:40 PM

7:45 PM

7:50 PM

7:55 PM

Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-33

**A RESOLUTION TO ADOPT THE CITY OF PORTLAND'S ANNUAL
BUDGET FOR FISCAL YEAR 2018-2019**

WHEREAS, in accordance with the provisions of the City Charter, the City Manager submitted a recommended budget for the City of Portland, Michigan for the fiscal year commencing July 1, 2018 and ending June 30, 2019 to the City Council on April 16, 2018; and

WHEREAS, the City Council has considered the financial needs of the City of Portland for its efficient operations during the coming fiscal year and has reviewed the recommended budget submitted by the City Manager; and

WHEREAS, on May 7, 2018, the Council did, after proper notice and in accordance with the laws of the State of Michigan, conduct a public hearing on the proposed budget and on the proposed millage rate to be levied to support the proposed budget; and

WHEREAS, the Council has heard and considered all objections and comments on the proposed budget and millage rate to support the proposed budget made at the public hearing.

NOW, THEREFORE BE IT RESOLVED, that the expenditures for the fiscal year commencing July 1, 2018 and ending June 30, 2019 are hereby appropriated by the Portland City Council as follows:

101 - GENERAL FUND

Mayor and Council	\$ 163,982.00
Community Promotion	\$ 314,664.00
City Manager	\$ 165,964.00
Elections	\$ 6,310.00
General Administration	\$ 334,347.00
Assessor's Department	\$ 52,458.00
City Hall	\$ 97,574.00
Economic Development	\$ 26,460.00
Police Department	\$ 736,899.00
Code Enforcement Zoning and Planning	\$ 46,384.00
Cemetery Department	\$ 148,978.00
Parks Department	\$ <u>190,754.00</u>

SUBTOTAL OF EXPENDITURES
FOR GENERAL FUND \$ 2,284,774.00

105 - INCOME TAX FUND \$ 717,256.00

202 - MAJOR STREET FUND	\$ 435,552.00
203 - LOCAL STREET FUND	\$ 378,029.00
208 - RECREATION FUND	\$ 124,571.00
210 - AMBULANCE FUND	\$ 606,995.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 359,336.00
406 - CAPITAL IMPROVEMENTS	\$ 185,000.00
520 - REFUSE COLLECTION FUND	\$ 125,600.00
582 - ELECTRIC DEPARTMENT FUND	\$ 4,799,220.00
590 - WASTEWATER DISPOSAL FUND	\$ 1,000,493.00
591 - WATER DEPARTMENT FUND	\$ 821,815.00
661 - MOTOR POOL FUND	\$ <u>375,290.00</u>
GRAND TOTAL EXPENDITURES ALL FUNDS	\$ <u>12,213,931.00</u>

BE IT FURTHER RESOLVED, that the contributions "TO and FROM" for the fiscal year commencing July 1, 2018 and ending June 30, 2019 are hereby appropriated by the City Council as follows:

From General Fund	
To Local Street	\$ 75,000.00
To Recreation	\$ 32,000.00
To Motor Pool	\$ <u>50,000.00</u>
	\$ 157,000.00
From Capital Improvement Fund	
To Major Street Fund	\$ 85,000.00
To Local Street Fund	\$ <u>100,000.00</u>
	\$ 185,000.00
Electric Fund	
To General Fund	\$ 50,037.00
From Wastewater Fund	
To General Fund	\$ 31,764.00
From Water Fund	
To General Fund	\$ <u>32,009.00</u>
GRAND TOTAL TRANSFERS ALL FUNDS	\$ <u>455,810.00</u>

From

BE IT FURTHER RESOLVED, that the revenues for the fiscal year commencing July 1, 2018 and ending June 30, 2019 are estimated as follows:

101 - GENERAL FUND REVENUE

Taxes	\$1,084,870.00
Licenses & Permits	\$ 24,100.00
Grants / Revenue Sharing	\$ 508,500.00
Charges for Services	\$ 333,044.00
Fines & Forfeits	\$ 14,000.00
Other	<u>\$ 148,810.00</u>
SUBTOTAL OF REVENUES FOR GENERAL FUND	\$ 2,113,324.00
105 - INCOME TAX FUND	\$ 697,400.00
150 - PERPETUAL CARE	\$ 2,500.00
202 - MAJOR STREET FUND	\$ 433,615.00
203 - LOCAL STREET FUND	\$ 369,563.00
208 - RECREATION FUND	\$ 125,500.00
210 - AMBULANCE FUND	\$ 587,182.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 279,000.00
520 - REFUSE COLLECTION FUND	\$ 136,750.00
582 - ELECTRIC DEPARTMENT FUND	\$ 4,138,725.00
590 - WASTEWATER DISPOSAL FUND	\$ 898,814.00
591 - WATER DEPARTMENT FUND	\$ 632,187.00
661- EQUIPMENT FUND	<u>\$ 266,710.00</u>
GRAND TOTAL REVENUES ALL FUNDS	<u>\$10,681,270.00</u>

BE IT FURTHER RESOLVED, that funds be appropriated from fund balances to balance the budget as follows:

101 - GENERAL FUND	\$ 171,450.00
105 - INCOME TAX FUND	\$ 19,856.00
202 - MAJOR STREET FUND	\$ 1,937.00
203 - LOCAL STREET FUND	\$ 8,466.00
210 - AMBULANCE FUND	\$ 19,813.00
248 - DDA FUND	\$ 77,336.00
406 - CAPITAL IMPROVEMENTS FUND	\$ 185,000.00
582 - ELECTRIC DEPARTMENT FUND	\$ 660,495.00
590 - WASTEWATER FUND	\$ 101,679.00
591 - WATER DEPARTMENT FUND	\$ 189,628.00
661 - MOTOR POOL FUND	<u>\$ 108,580.00</u>
TOTAL	<u>\$ 1,544,240.00</u>

BE IT FURTHER RESOLVED, that 12.6574 mills be levied on the taxable assessed valuation as equalized for general operating requirements of the City of Portland and 1.000 mills be levied on the taxable assessed valuation as equalized for local streets and the Mayor and Clerk are authorized to sign the 2018 Tax Rate Request (form L-4029) to request a total levy of 13.6574 mills.

BE IT FURTHER RESOLVED, the water and wastewater utility rates have been reviewed and determined that a 2% and 5% increase, respectively, in water and wastewater rates is necessary to support the appropriations set forth above.

BE IT FURTHER RESOLVED, that the City Manager is authorized to make budgetary transfers within the line items of appropriation centers established through this budget and that all transfers between appropriations listed in this resolution may be made only by further action of the Council, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

BE IT FURTHER RESOLVED, that the funds appropriated shall be drawn from the treasury of the City for the purpose pursuant to the authority granted by the Portland City Charter.

BE IT FINALLY RESOLVED that all resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: May 7, 2018

Monique I. Miller, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Portland, County of Ionia, State of Michigan, at a regular meeting held on May 7, 201 and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976.

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-34

**A RESOLUTION TO APPROVE A PERMIT APPLICATION
SUBMITTED UNDER THE METRO ACT**

WHEREAS, by application dated May 3, 2018, Tri-County Electric Cooperative, Inc. has applied for a permit to use the City’s public rights-of-way, for the installation of fiber optic cable and gigabit passive optical network (GPON) to facilitate its broadband services, a copy of which is attached as Exhibit A; and

WHEREAS, City staff has reviewed the application materials in compliance with the provisions of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, as amended, MCL 484.3101 *et seq* (the “Metro Act”); and

WHEREAS, based on the forgoing, City staff are recommending that the City Council approve the submitted application and permit; and

WHEREAS, the City Council wishes to act upon the application within the time limits imposed by the Metro Act (45-days after submission).

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The May 3, 2018, permit application submitted by Tri-County Electric Cooperative, Inc. under the Metro Act, a copy of which is attached as Exhibit A, is hereby approved based upon the recommendation of city staff as stated above.
2. The City Manager is directed to notify the applicant of this approval and is further directed to mail a certified copy of this Resolution to the Telecommunications Division of the Michigan Public Service Commission in accordance with the Metro Act.
3. 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: May 7, 2018

Monique I. Miller, City Clerk

CERTIFICATION

As it's duly appointed 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 May 7, 2018.

Date: May 7, 2018

Monique I. Miller, City Clerk

METRO Act Permit Application Form
Revised February 2, 2015

City of Portland

Name of Local Unit of Government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

Tri-County Electric Cooperative, Inc.

[Name of Company]
(“APPLICANT”)

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (“METRO Act”) permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that “A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way.” MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

City of Portland, 259 Kent Street, Portland, MI 48875

City of Portland

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

**[Name of Company]
("APPLICANT")**

Tri-County Electric Cooperative, Inc.

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 5/3/2018

1.2 Applicant's legal name: Tri-County Electric Cooperative, Inc.

Mailing Address: 7973 E. Grand River
Portland, MI 48875

Telephone Number: 1-800-848-9333

Fax Number: 517-647-2181

Corporate website: www.homeworks.org

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Mark Kappler, General Manager/CEO

Mailing Address: 7973 E. Grand River
Portland, MI 48875

Telephone Number: 517-647-1281
Fax Number: 517-647-7615
E-mail Address: mkappler@homeworks.org

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: HomeWorks Connect

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 1937

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Luke Pohl, Board Chair, Mark Kappler, General Mgr/CEO, Kimber Hansen, Secretary/Treasurer

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. (Attachment 1 - Certificate of Good Standing/Annual Report)

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: _____

No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

■

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain. (Attachment 1 - Financials included in the Annual Report)

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

n/a

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain. (Attachment 2 - Board Resolution)

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways. (In Appendix)

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

(Attachment 3 - Township Map)

2.4 Please provide an anticipated or actual construction schedule. May 2018 - December 2018

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. HomeWorks Tri-County Electric Cooperative, Inc.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent

telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant. (In Appendix)

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

- 3.1 Address of Applicant's nearest local office; 7973 E. Grand River, Portland, MI 48875
- 3.2 Location of all records and engineering drawings, if not at local office;
- 3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system; (In Appendix)
- 3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:
 - (Attachment 4 - Insurance Certificate)
 - 3.4.1 Worker's compensation;
 - 3.4.2 Commercial general liability, including at least:
 - 3.4.2.1 Combined overall limits;
 - 3.4.2.2 Combined single limit for each occurrence of bodily injury;
 - 3.4.2.3 Personal injury;
 - 3.4.2.4 Property damage;
 - 3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;
 - 3.4.2.6 Independent contractor liability;
 - 3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);
 - 3.4.2.8 Environmental contamination;
 - 3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.
- 3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

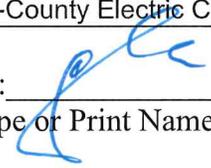
4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

5/3/18
Date

NAME OF ENTITY ("APPLICANT")

Tri-County Electric Cooperative, Inc.

By: 
Type or Print Name: Chris O'Neill

Project Manager
Title

S:\metroapplicationform.doc

APPENDIX

2.2 Description of Project

The Cooperative is providing broadband services in the areas in which they currently serve electric.

2.6 Installation & Maintenance of Facilities

HomeWorks Tri-County Electric Cooperative (the Cooperative) will be installing and maintaining fiber optic cable and gigabit passive optical network (GPON) equipment on its existing electric distribution network. In some cases, new aerial and underground service drops and mainline may be necessary. Most of this network will reside in private rights of way. However, the Cooperative will permit all use of public spaces with applicable authorities having jurisdiction. The Cooperative and its designated contractors are solely responsible for the operation and maintenance of such communication facilities.

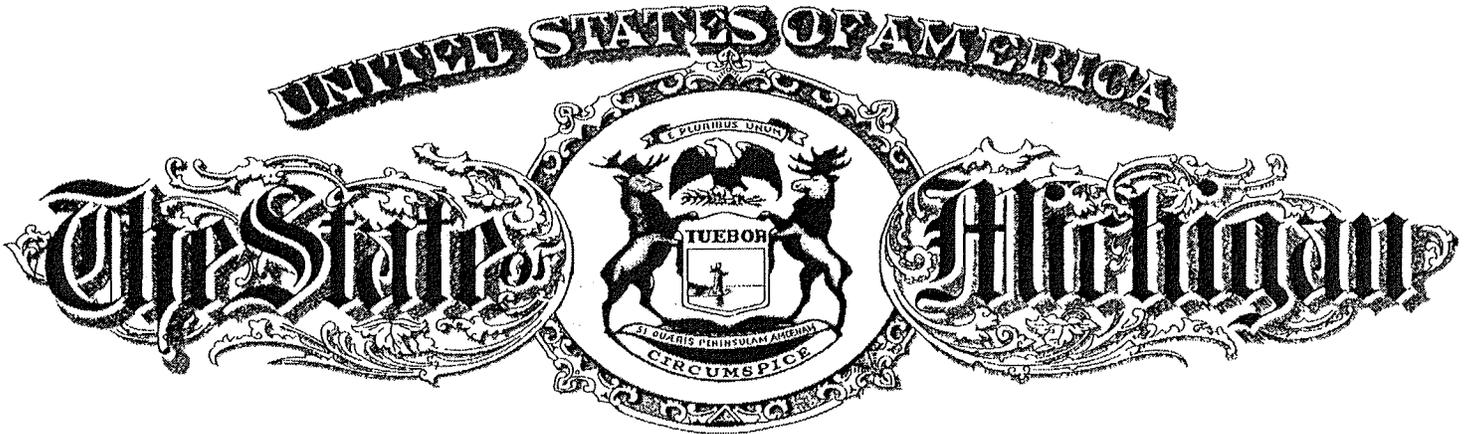
The individual listed below is responsible for these facilities:

Chris O'Neill, Project Manager
HomeWorks Tri-County Electric Cooperative
7973 E Grand River Ave
Portland, MI 48875
Office: 517.647.1284
Cell: 517.388.2340
Email: coneill@homeworks.org

3.3 Engineering contact information:

Chris Jensen, Engineer
HomeWorks Tri-County Electric Cooperative
7973 E Grand River Ave
Portland, MI 48875
Office: 517.647.1284
Cell: 517.388.2340
Email: cjensen@homeworks.org

Bob Morpew, Manager of ODS
Pulse Broadband
Phone: 572-963-2517,
Email: bob.morpew@pulsebroadband.net



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

TRI-COUNTY ELECTRIC COOPERATIVE

was validly Incorporated on March 26 , 1937 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 9th day of February , 2018.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

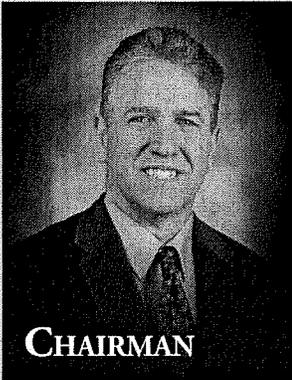
Your Partners for Power



ANNUAL REPORT

HomeWorks Tri-County Electric Cooperative

BOARD OF DIRECTORS

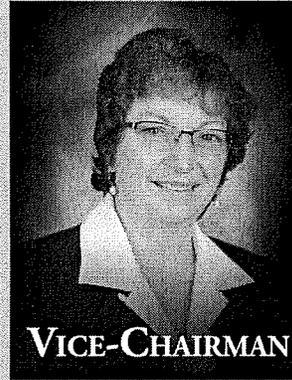


CHAIRMAN

DISTRICT
1

LUKE POHL
989-292-0427
15560 W. Hanses Rd.
Westphalia, MI 48894
lpohl@homeworks.org

COUNTIES SERVED:
Clinton (except Bingham,
Duplain, Greenbush twps.)
YEAR TERM EXPIRES: 2018
PEOPLE FUND BOARD:
Peg Brown

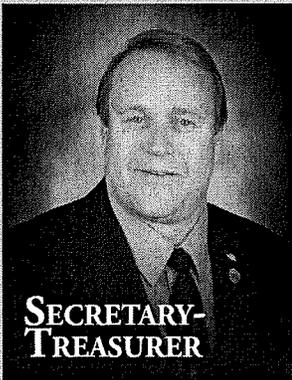


VICE-CHAIRMAN

DISTRICT
5

CORINNA BATORA
989-862-3004
7655 N Watson Rd.
Elsie, MI 48831
cbatora@homeworks.org

COUNTIES SERVED:
Gratiot, Saginaw (plus twps in
Clinton and Montcalm)
YEAR TERM EXPIRES: 2019
PEOPLE FUND BOARD:
Peggy Pirhonen

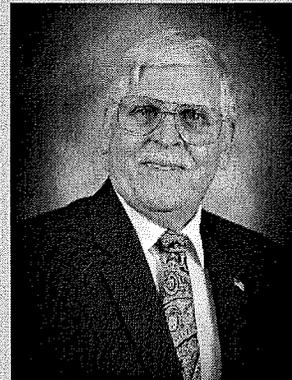


**SECRETARY-
TREASURER**

DISTRICT
4

KIMBER HANSEN
989-506-5849
6525 N. Wyman Rd.
Edmore, MI 48829
khansen@homeworks.org

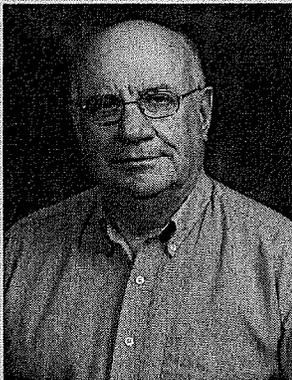
COUNTIES SERVED:
Montcalm (except Bloomer,
Crystal, Evergreen twps.)
YEAR TERM EXPIRES: 2017
PEOPLE FUND BOARD:
Lisa Ulrich Johnson



DISTRICT
3

JOHN LORD
517-974-2518
2276 Plains Rd.
Leslie, MI 49251
jlord@homeworks.org

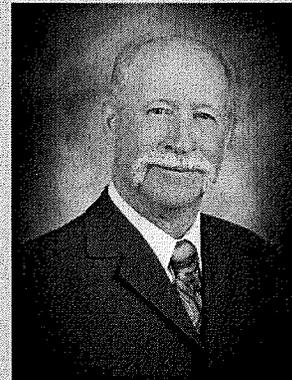
COUNTIES SERVED:
Eaton, Ingham, Jackson
YEAR TERM EXPIRES: 2019
PEOPLE FUND BOARD:
Richard Palermo



DISTRICT
2

JIM STEBBINS
616-593-2449
7139 Peddler Lake Rd.
Clarksville, MI 48815
jstebbins@homeworks.org

COUNTIES SERVED:
Barry, Ionia
YEAR TERM EXPIRES: 2017
PEOPLE FUND BOARD:
Jerry Supina



DISTRICT
6

ED OPLINGER
989-644-3079
10890 W. Weidman Rd.
Weidman, MI 48893
eoplinger@homeworks.org

COUNTIES SERVED:
Clare, Isabella
YEAR TERM EXPIRES: 2018
PEOPLE FUND BOARD:
Dick Donley



DISTRICT
7

SHIRLEY SPRAGUE
989-382-7535
15563 45th Ave.
Barryton, MI 49305
ssprague@homeworks.org

COUNTIES SERVED:
Mecosta, Osceola
YEAR TERM EXPIRES: 2019
PEOPLE FUND BOARD:
Jerrilynn Strong

COMPENSATION:

Tri-County Electric Cooperative directors receive compensation of \$900 per month, plus \$315 per board meeting attended. The Tri-County People Fund directors receive no compensation. 2016 Employee Officer Compensation included President/Chief Executive Officer \$209,077, Chief Financial Officer \$105,201 and Chief Information Officer \$111,949, plus standard employee benefits.

BALANCE SHEET

HOMEWORKS TRI-COUNTY ELECTRIC COOPERATIVE

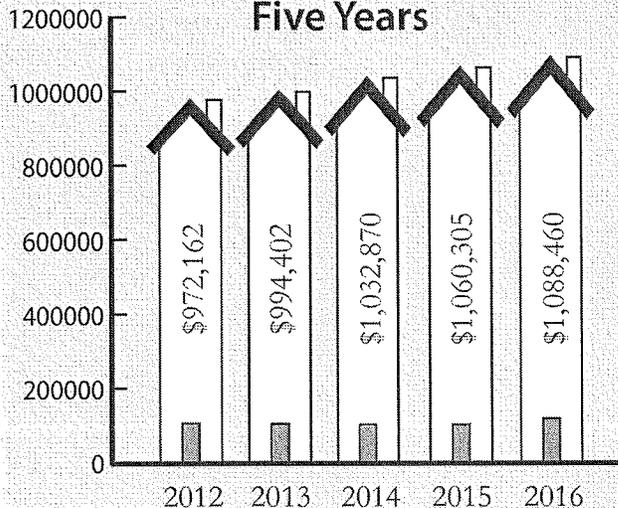
Complete, audited financial statements are maintained at the Portland office of HomeWorks Tri-County Electric Cooperative, Inc. The Independent audit of 2015 financial statements was unqualified and completed by the certified public accountant (CPA) firm of Eide Bailly, Fargo, ND.

(in Thousands)

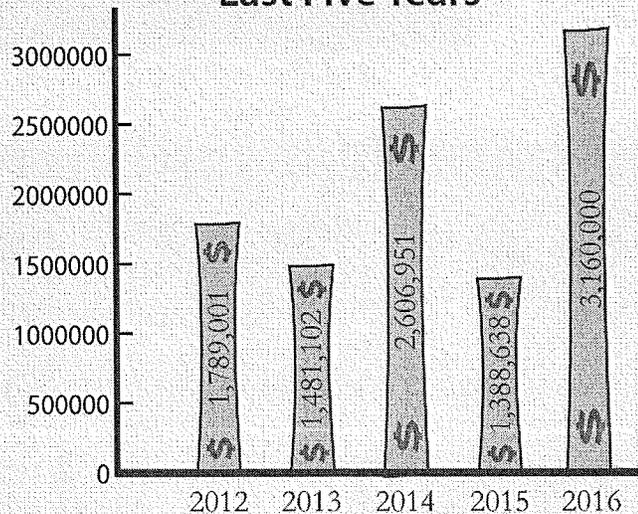
Year Ended December 31:

	2016	2015
Assets		
Total Utility Plant	\$ 102,392	\$ 99,198
Accumulated Depreciation	(32,429)	(30,808)
Net Utility Plant	69,963	68,390
Investments in Associated Organization	38,611	39,171
Cash and Cash Equivalents	1,195	1,651
Accounts Receivable	6,286	6,001
Materials and Supplies	721	697
Other Assets	2,210	2,279
Total Assets	\$ 118,986	\$ 118,189
 Equities and Liabilities		
Margins and Equities:		
Patronage Capital	\$ 50,489	\$ 49,585
Other Equities	10,817	10,707
Total Margins and Equities	61,306	60,292
 Liabilities		
Long Term Debt	\$ 43,709	\$ 45,263
Notes Payable	2,549	2,035
Accounts Payable	6,056	5,044
Other Current & Accrued Liabilities	5,366	5,555
Total Liabilities	57,680	57,897
 Total Equities and Liabilities	 \$ 118,986	 \$ 118,189

Property Taxes Paid In The Last Five Years



Capital Credits Retired* In The Last Five Years



*Includes both general and estate retirements

STATEMENT OF OPERATIONS

HOMEWORKS TRI-COUNTY ELECTRIC COOPERATIVE

Year Ended December 31:

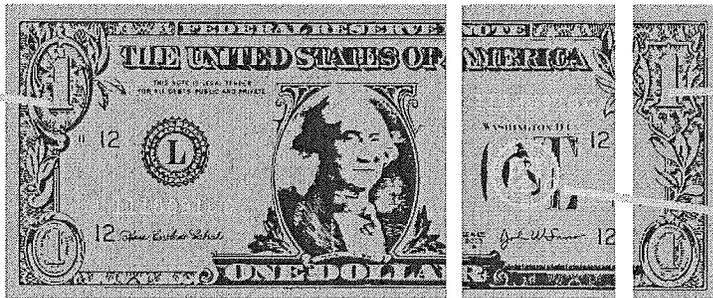
(in Thousands)

	2016	2015
Operating Revenues	\$ 45,678	\$ 44,701
Operating Expenses		
Cost of Purchased Power	29,384	29,114
Operations and Maintenance Expense	10,137	9,352
Depreciation	2,905	2,831
Interest	1,875	1,762
Taxes	1,088	1,060
Total Operating Expenses	\$ 45,389	\$ 44,119
Net Operating Income	\$ 289	\$ 582
Non-Operating Margins		
Capital Credits - G&T and Other	\$ 1,667	\$ 2,850
Income (Loss) from Subsidiary*	198	452
Non-Operating Margin - Other*	138	146
Total Non-Operating Margins	2,003	3,448
Net Margins	\$ 2,292	\$ 4,030

*Included are non-member transactions totalling \$628,388 and \$874,830 in 2016 and 2015 respectively.

Where Your Energy Dollar Goes

64.4%
Cost of Power



0.6%
Operating Margin

12.8%
Depreciation, Interest
& Tax Expense

22.2%
Operations &
Maintenance

2016 STATISTICAL SUMMARY

341,765,000

KiloWatt-Hours Sold

3,369

Miles of Line

1,284

New Memberships

25,801

Active Meters

22,046

Active Memberships

1,217

Memberships Inactive

FINANCIAL SUMMARY - HOMEWORKS AFFILIATES

STATEMENT OF OPERATIONS: TRI-CO SERVICES, INC.

(in Thousands)

Year Ended December 31:

	2016	2015
Operating Revenues	\$ 3,328	\$ 4,599
Cost of Sales	1,579	2,453
Sales, General & Administrative Expense	1,455	1,467
Income Tax Expense	96	226
Net Income	\$ 198	\$ 453

BALANCE SHEET: TRI-CO SERVICES, INC.

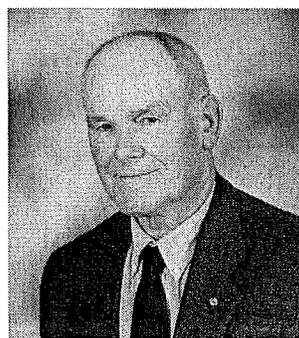
(in Thousands)

Year Ended December 31:

	2015	2015
Assets		
Current Assets	\$ 4,359	\$ 4,305
Investments in Associated Organizations	1,804	1,894
Property and Equipment, Less Depreciation	2,467	2,607
Total Assets	\$ 8,630	\$ 8,806
Equities and Liabilities		
Current Liabilities	\$880	\$1,097
Deferred Taxes	461	418
Common Stock - \$1 par, 50,000 shares	50	50
Retained Earnings	7,239	7,241
Total Equities and Liabilities	\$8,630	\$8,806

THANKS TO OUR RETIRED DIRECTORS!

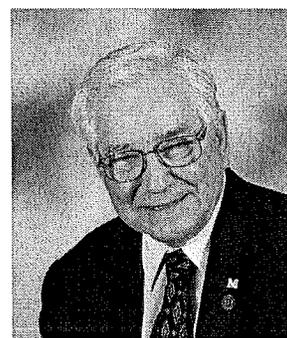
Phil, Cara, & Dean have retired from serving on the Board of Directors after many years of serving their districts as board members. They will be missed!



PHIL CONKLIN
District 1



CARA EVANS
District 5



DEAN FLORIA
District 7

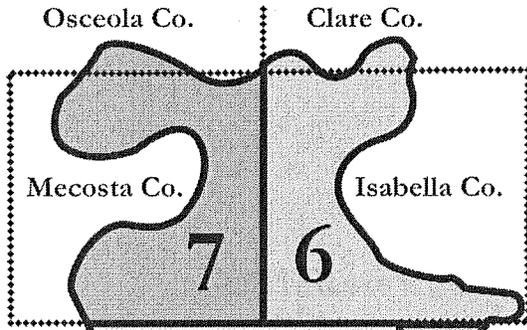
HOMEWORKS AT A GLANCE

District **7**

5,257 Members
6,195 Electric Meters

District **6**

5,100 Members
5,905 Electric Meters

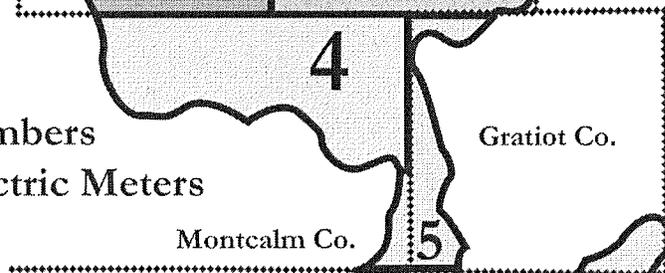


District **5**

997 Members
1,159 Electric Meters

District **4**

3,413 Members
4,304 Electric Meters

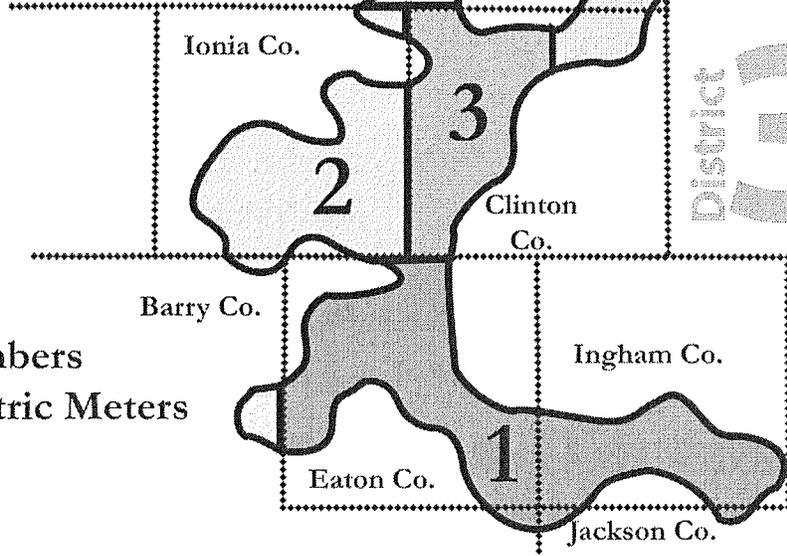


District **3**

1,645 Members
1,876 Electric Meters

District **2**

2,647 Members
3,006 Electric Meters



District **1**

2,975 Members
3,344 Electric Meters

134

Satellite
Internet
Customers

3,676

Propane
Customers



Tri-County Electric Cooperative

*Our mission is to provide
our members and customers
with energy, comfort and
communication solutions that
will enhance their quality of life.*

Office Addresses:

3681 Costabella Avenue,
Blanchard MI

7973 E Grand River Avenue,
Portland MI

Website:

www.homeworks.org

Facebook:

www.facebook.com/homeworks.org

Customer Service:

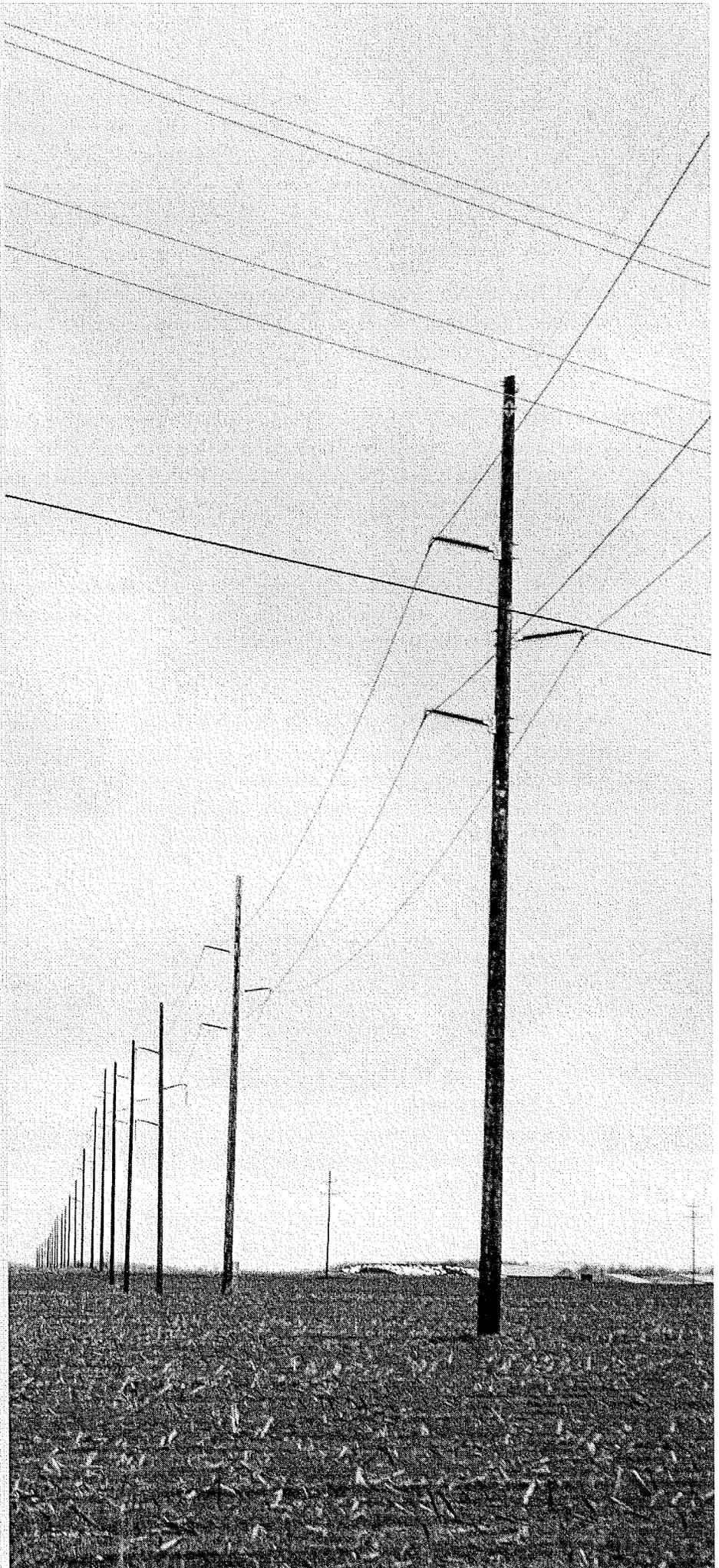
800-562-8232

Report Outages:

800-848-9333

Pay by Phone:

877-999-3395



**Tri-County Electric Cooperative, Inc.
Board of Directors Resolution
October 2, 2017**

RESOLUTION 2017-21

WHEREAS, HomeWorks Tri-County Electric Cooperative staff has performed due diligence, including feasibility studies, on-site visits, and financial models, on a possible fiber-to-the-home project for 15 months; and

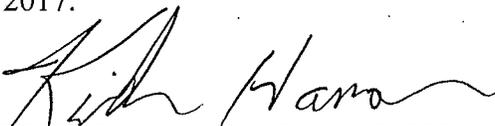
WHEREAS, staff now recommends that the Cooperative enter into a fiber-to-the-home service, to be approached in several phases based on specific financial and operating measures to be reported regularly and further progress decided annually, with budget estimates for the first two-year phase to be brought forward by the end of 2017; and

WHEREAS, staff also recommends that the Cooperative negotiate a consulting contract with Pulse Broadband, a subsidiary of the National Rural Telecommunications Cooperative, for engineering, marketing and other services.

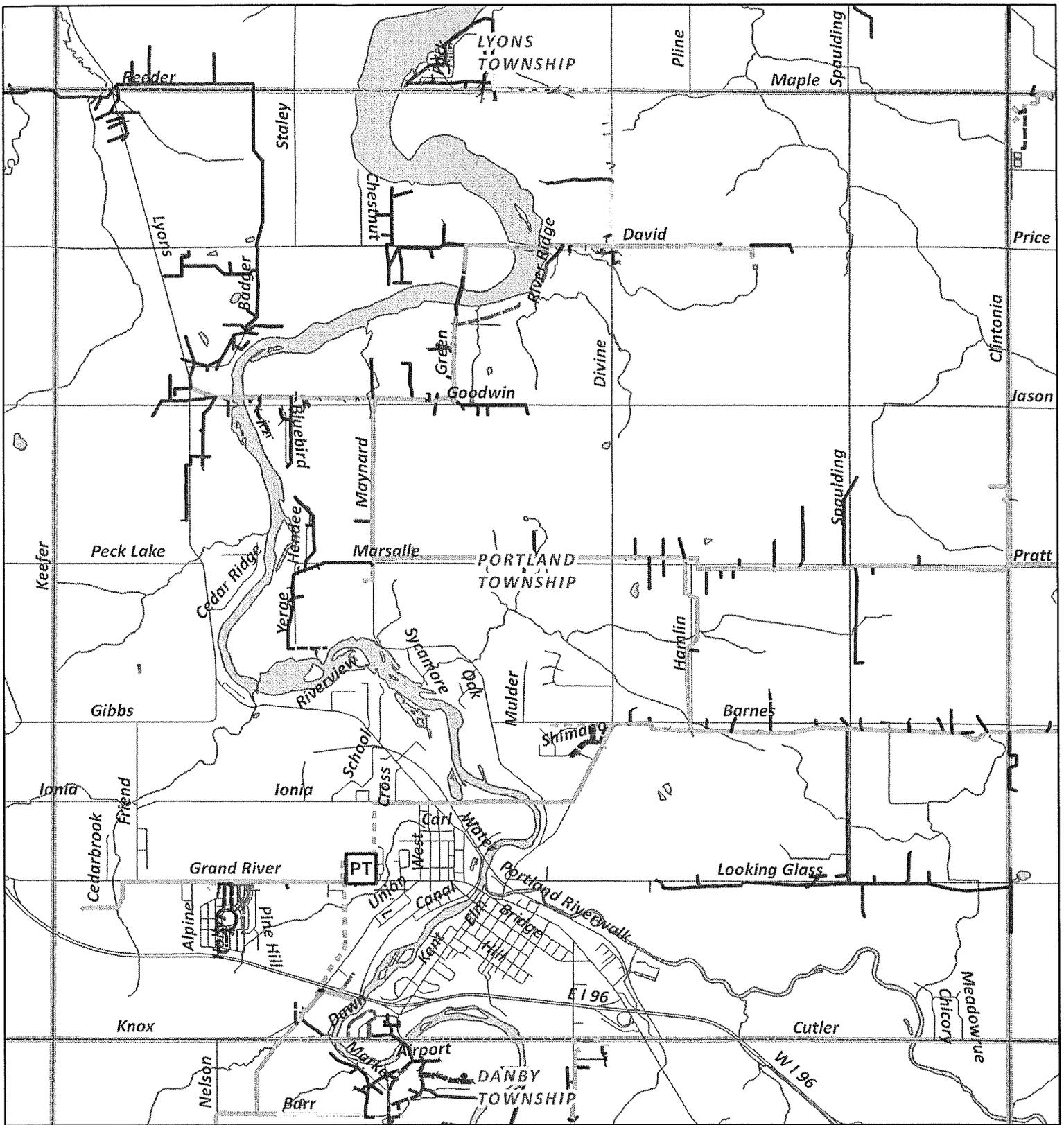
NOW, THEREFORE, IT IS RESOLVED that the Board of Directors authorizes management to enter into a fiber-to-the-home service for the members of the Cooperative, by moving forward with creating budget estimates for the first two years of a fiber-to-the-home project; and by negotiating a consulting contract for engineering, marketing, and other services with Pulse Broadband, with the purpose of entering the fiber-to-the-home business.

CERTIFICATE

The undersigned, Kimber Hansen, Secretary of Tri-County Electric Cooperative, certifies that the above is a true and correct copy of a Resolution adopted by the Tri-County Electric Cooperative Board of Directors on October 2, 2017.



Kimber Hansen, Secretary

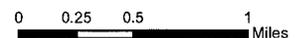


TRI-COUNTY ELECTRIC COOPERATIVE
 7973 E. Grand River Ave.
 Portland, Michigan 48875

Portland Township
 Ionia County, MI

Legend

- Multi Phase Overhead
- Single Phase Overhead
- Multi Phase Underground
- Single Phase Underground



CERTIFICATE OF INSURANCE

12/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT: **Homeworks Tri-County Electric Cooperative**
 7973 E. Grand River
 Portland, MI 48875



FEDERATED RURAL ELECTRIC
 INSURANCE EXCHANGE

NAIC: 11118
 P.O. Box 15147, Lenexa, KS 66285-5147
 (913) 541-0150 fax (913) 541-9004
 www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS (\$)	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	21 ARB 005-17	1/1/2017 to 1/1/2019	EACH OCCURRENCE	\$2,000,000
			DAMAGE TO RENTED PREMISES	\$2,000,000
			MED EXP (PER PERSON)	\$1,000
			PERSONAL & ADV INJURY	\$2,000,000
AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	21 ARB 005-17	1/1/2017 to 1/1/2019	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$2,000,000
			COMP DEDUCTIBLE	\$500
			COLLISION DEDUCTIBLE	\$500
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	21 WC 005-18	1/1/2018 to 1/1/2019	WC LIMITS	STATUTORY
			E.L. EACH ACCIDENT	\$500,000
			E.L. DISEASE EACH EMPLOYEE	\$500,000
			E.L. DISEASE - POLICY LIMIT	\$500,000
ALL-RISK BLANKET PROPERTY	21 ARB 005-17	1/1/2017 to 1/1/2019	PROPERTY LIMIT	\$8,569,468
			PROPERTY DEDUCTIBLE	\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<p>CERTIFICATE HOLDER:</p>	<p>CANCELLATION:</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE:</p> <p style="text-align: center;"><i>Wm C. West</i></p>

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- HomeWorks Tri-County Electric, Inc.
- 1.1 Company shall mean _____ [type of entity] organized under the laws of the State of Michigan whose address is 7973 E. Grand River, Portland, MI 48875
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Portland, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Chris O'Neill, Project Mgr, 7973 E. Grand River, Portland, MI 48875, coneill@homeworks.org, 517-647-1284.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is _____.
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the

design, plans and construction of the Telecommunication Facilities is
Chris Jensen, Engineer, 7973 E. Grand River, Portland, MI 48875 cjensen@homeworks.org, 517-647-1241

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is
Same as 3.1.3

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all

trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors

shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities,

commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality

from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days

(or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than

twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to [address], with a copy to [address].

12.1.2 If to Company, to [address], with a copy to [address].

12.2 Change of Address: Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

[Municipality name]

City of Portland

Attest:

By: _____
Clerk

By: _____

Its: Township Supervisor

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

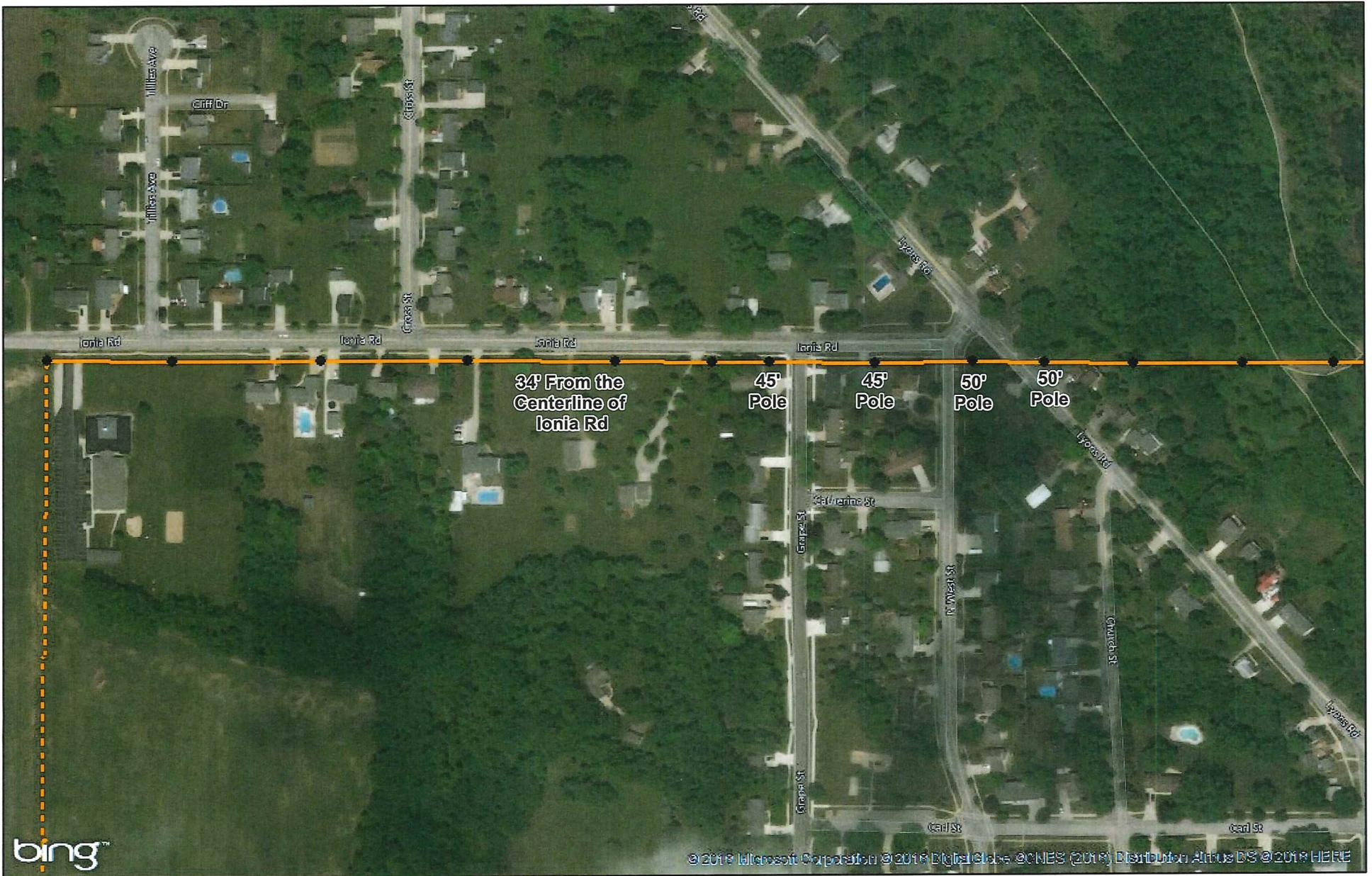
[Company Name] HomeWorks Tri-County Electric Cooperative, Inc.

By:  _____

Its: Project Manager _____

Date: 5/3/16

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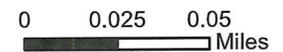
TRI-COUNTY ELECTRIC COOPERATIVE
7973 E. Grand River Ave.
Portland, Michigan 48875

CONFIDENTIAL - CRITICAL ENERGY INFRASTRUCTURE

Street Crossing	Distance From Grade to Lowest Comm	Placement Above Existing Comm
Grape St	23'	12"
West St	24'	12"
Lyons Rd	24'	12"

Legend

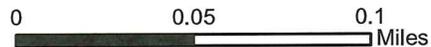
- Overhead
- - - Underground



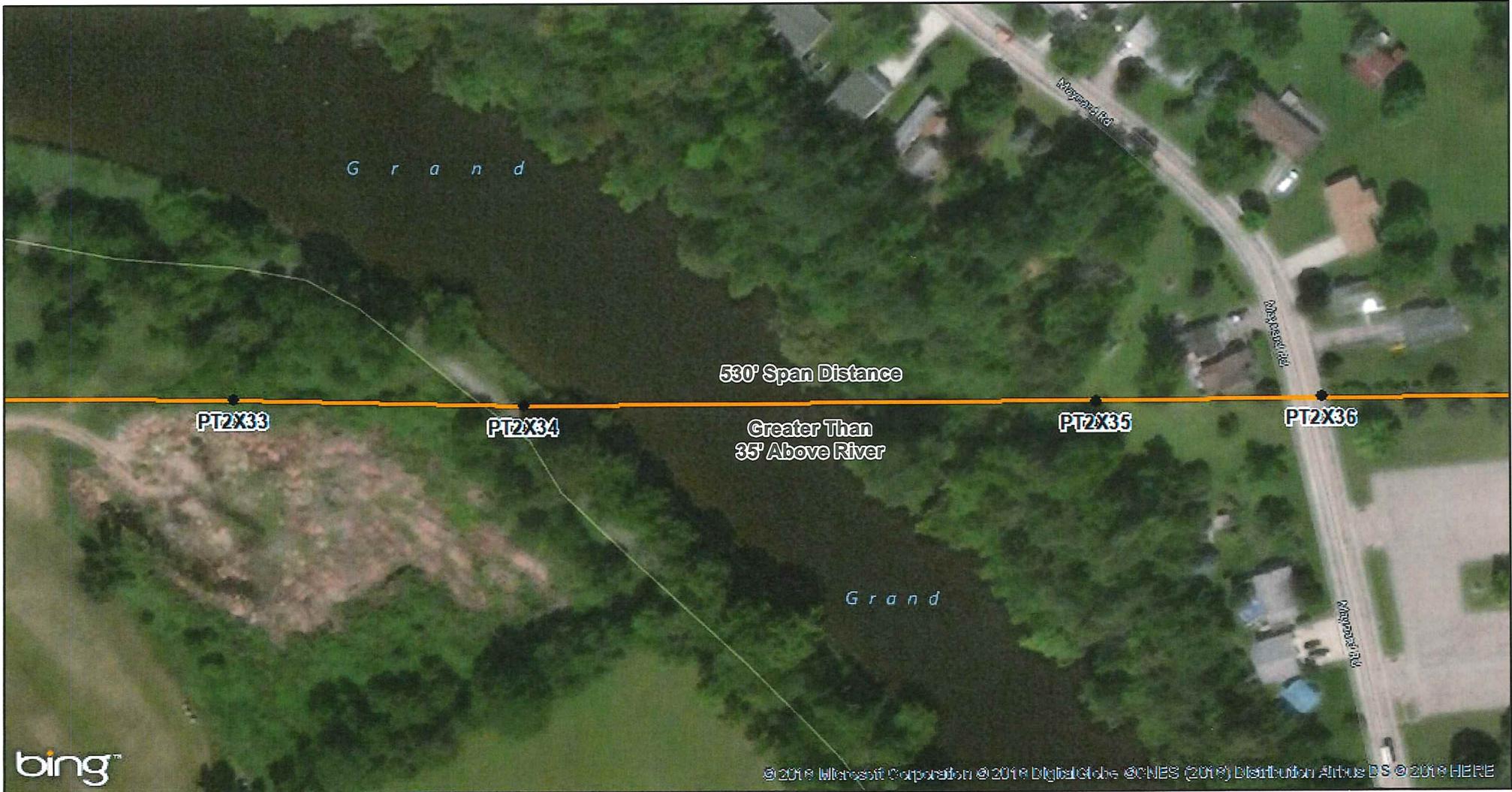


TRI-COUNTY ELECTRIC COOPERATIVE
7973 E. Grand River Ave.
Portland, Michigan 48875

CONFIDENTIAL - CRITICAL ENERGY INFRASTRUCTURE



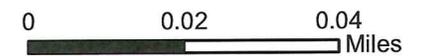
Pole Number	Pole Height	Distance From Grade to Lowest Comm	Placement Above Existing Comm
PT2X24	40'	22'	12"
PT2X25	50'	21'	12"
PT2X26	45'	23'	12"
PT2X27	45'	20.5'	12"
PT2X28	40'	21'	12"
PT2X29	45'	20'	12"
PT2X30	40'	25.5'	12"
PT2X31	40'	23'	12"
PT2X32	35'	19.5'	12"
PT2X33	40'	24.5'	12"
PT2X34	40'	19'	12"

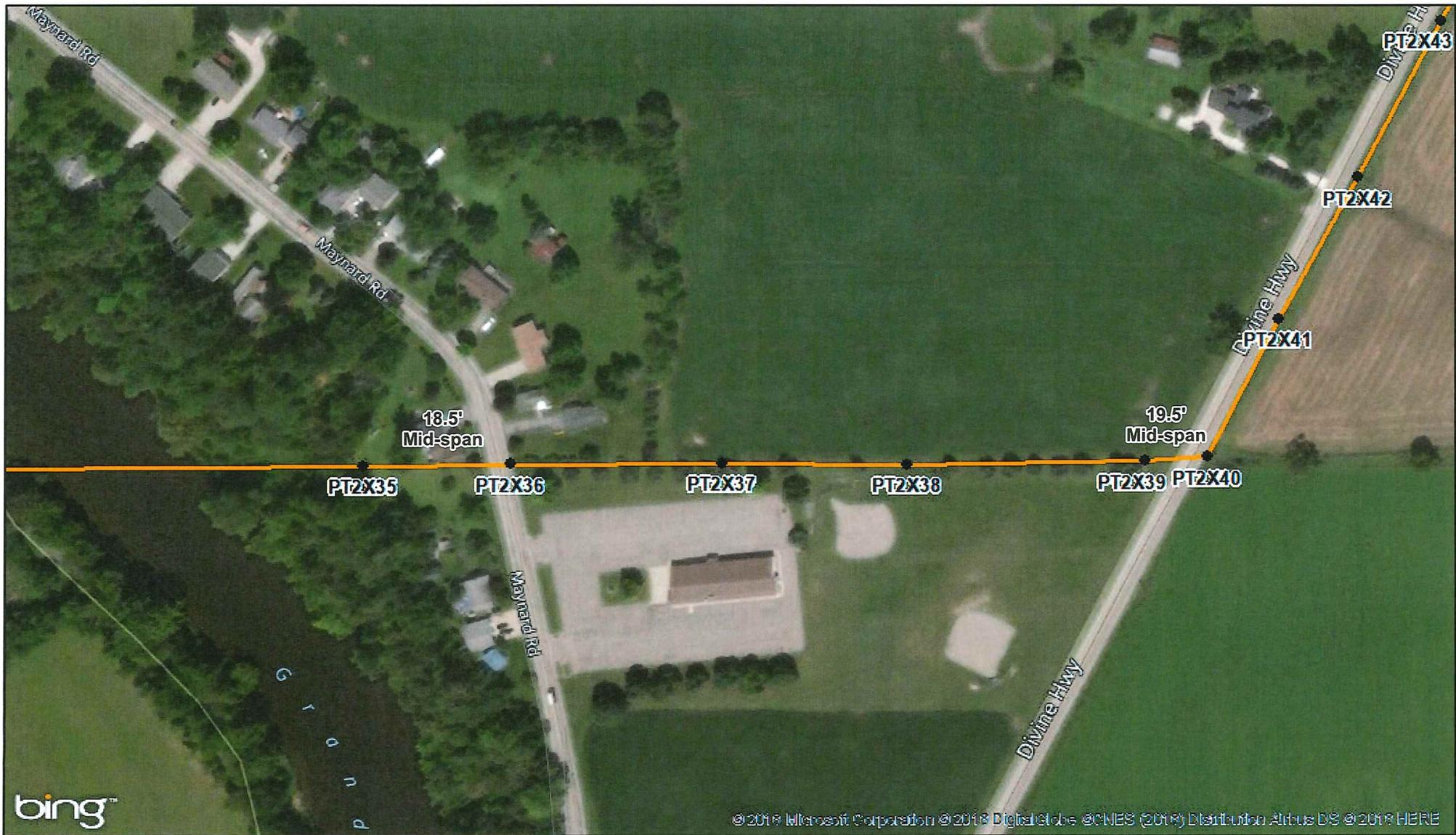


TRI-COUNTY ELECTRIC COOPERATIVE
 7973 E. Grand River Ave.
 Portland, Michigan 48875

CONFIDENTIAL - CRITICAL ENERGY INFRASTRUCTURE

Pole Number	Pole Height	Distance From Grade to Lowest Comm	Placement Above Existing Comm
PT2X34	40'	19'	12"
PT2X35	40'	22'	12"





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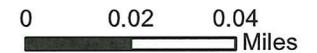
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TRI-COUNTY ELECTRIC COOPERATIVE
7973 E. Grand River Ave.
Portland, Michigan 48875

CONFIDENTIAL - CRITICAL ENERGY INFRASTRUCTURE

Pole Number	Pole Height	Distance From Grade to Lowest Comm	Placement Above Existing Comm
PT2X35	40'	22'	12"
PT2X36	40'	21.5'	12"
PT2X37	40'	20.5'	12"
PT2X38	40'	22'	12"
PT2X39	40'	22'	12"
PT2X40	40'	18'	12"



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-35

A RESOLUTION APPROVING A PROPOSAL FROM PULSE BROADBAND TO CONDUCT A BROADBAND FEASIBILITY STUDY AND APPROVING, AUTHORIZING, AND DIRECTING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT FOR THE CITY OF PORTLAND

WHEREAS, the City has identified the need to explore communications and broadband infrastructure alternatives for the City of Portland for continued economic development and service to its residents; and

WHEREAS, Pulse Broad Band has submitted a proposal to conduct a Communications and Broadband Infrastructure Feasibility Study for the City of Portland in the amount of \$15,000.00, a copy of which is attached as Exhibit A.; and

WHEREAS, the City Manager and Director of Public Services, Mike Hyland recommend that City Council approve the proposal from Pulse Broadband to conduct a Communications and Broadband Infrastructure Feasibility Study and Professional Services Agreement for the City of Portland.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the proposal from Pulse Broadband to conduct a Communications and Broadband Infrastructure Feasibility Study in the amount of \$15,000.00 and approves, authorizes and directs the Mayor to sign the Professional Services Agreement for the City of Portland, a copy of which is attached as 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: May 7, 2017

Monique I. Miller, City Clerk



PULSE BROADBAND

**COMMUNICATIONS AND BROADBAND
INFRASTRUCTURE FEASIBILITY STUDY PROPOSAL**

CITY OF PORTLAND MICHIGAN





April 19, 2018

City of Portland Michigan,

Pulse Broadband is excited to submit this proposal to assist City of Portland Michigan with a complete Communications and Broadband Infrastructure Feasibility Study. The study will focus on both advanced electric plant communications as well as broadband distribution to all member areas. Pulse was formed with the sole purpose of partnering with rural America to bring broadband technology to underserved areas. Since our formation in 2008, we have partnered with electric cooperatives, municipal entities, and private groups to implement successful communications and broadband infrastructure projects. In addition to our infrastructure design and construction management expertise, we offer a full suite of telecom services, including feasibility studies for new networks and complete back-office support services for existing networks. Our 360° view of the industry, along with our years of hands-on experience, gives Pulse the distinction of being one of the true leaders in the communications and broadband infrastructure industry.

Since 2008, Pulse has managed the construction of over 20 unique infrastructure networks and designed tens of thousands of miles of fiber plant. There is no project too large, or too small, which is outside the scope of our expertise. Our past projects have ranged in size from 3,000 miles to 25 miles and our fiber design is currently being used to build out a 4,000-mile FTTH network reaching over 40,000 homes and businesses. Each project has been unique and our collaborative approach with every owner has brought a customized solution. The variations and complexities of each project have given us invaluable real-world experience. These experiences enable us to ask the right questions, inspect critical areas, and discover hidden problems to ensure our studies, models, and designs produce the most accurate outcomes.

Pulse Broadband is a full-service firm offering feasibility studies, financial modeling, fiber design, fixed wireless access, satellite broadband, technology selection, construction management, vendor (bandwidth, VoIP, video and network management) negotiations, and back office support. Our working knowledge in each of these critical areas allows us to make more informed decisions in all phases. Whichever service our clients need, this holistic approach gives them the confidence they are setup for success. Simply put, Pulse Broadband has planned, designed and built networks, launched services over these networks and managed these networks for our clients. This comprehensive skillset has given us the tools, knowledge, and real-world experience that is unsurpassed in the broadband industry.

Over the previous 12 months, Pulse has conducted over 25 feasibility studies. These studies provide critical information to give confidence in an owner's decision to deploy a broadband network. In some instances, a full Fiber-to-the-Home project may not be the most economically feasible outcome. In these cases, Pulse continues to work with our clients and develop strategies to deploy a fiber backbone, layer on FTTH to pockets where it is economically feasible, and explore various technology solutions, such as fixed wireless, to reach all pockets of consumers. Pulse Broadband is your partner to develop a project plan to meet the unique needs of your service territory.

The depth of expertise and breadth of technology solutions available at NRTC gives you access to a best-in-class solution. Our feasibility studies and financial models have been fine-tuned, by us and our members, over years of experience. The data and correlations that drive them have been gathered from



our real-world projects. Our models keep the client in mind and we strive to give you the most accurate outputs for your project planning.

NRTC – MEMBER DRIVEN. TECHNOLOGY FOCUSED.

NRTC has a long and successful history of teaming with nationwide providers to bring the benefits of technology to rural America. Pulse Broadband, a company that has extensive experience working with electric utilities on prominent infrastructure projects, is a great example. The two companies forged a partnership in the summer of 2015. Working together, NRTC and Pulse offer a powerful combination of services. On August 31, 2016 NRTC and Pulse Broadband completed a transaction for NRTC to acquire 100% of Pulse Broadband LLC. The acquisition will enable NRTC to accelerate its efforts to provide a full range of technology solutions to its electric and telephone members in the areas of broadband and communications services.

The National Rural Telecommunications Cooperative (NRTC) provides solutions that help their electric and telephone members bring all the advantages of today's evolving technology to rural America.

NRTC was founded in 1986 by electric cooperatives, the National Rural Electric Cooperative Association (NRECA) and the National Rural Utilities Cooperative Finance Corporation (CFC). Today, NRTC serves more than 1,500 rural utilities and affiliates in 48 states.

NRTC provides products and services developed specifically to meet the needs of rural utilities and their customers, such as integrated smart grid technologies and energy efficiency solutions, broadband access, full service Internet access and support, wireless technologies, mobile phone service and programming distribution rights for video providers.

NRTC is driven by their members' commitment to provide their communities with innovative technology solutions and a vision for continued viability.

NRTC helps ensure our members' success by scouting technology options, aggregating members' individual buying power, negotiating national contracts, and implementing and supporting business solutions that are fully integrated with members' other systems.

Electric and telephone cooperatives have come to rely on NRTC to provide several key contributions including project management skills and experience; a strong balance sheet; a cooperative organization structure; and subject matter experts in technology-related areas, which improves the operations of our members.

NRTC strives to be members' trusted technology partner. While the products, services and solutions NRTC offers evolve based on changes in technology and member needs, its mission and cooperative principles remain the same – Member Focused. Technology Driven.

pulse
BROADBAND
AN NRTC COMPANY

nrtc



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SCOPE OF PROJECT

The purpose of this proposal is to outline the scope of work necessary to construct a preliminary financial model for the deployment of a communications and broadband infrastructure and help determine the associated project’s viability. NRTC takes pride in our relationship with rural communities. Through our project and feasibility study experiences, we understand each cooperative has a unique landscape. A solution of one size does not fit all. The goal of our communications and broadband feasibility study is to identify the optimal combination of various technologies to serve all members with robust telecommunication services in the most cost-efficient manner. This is one of the many ways we expect to provide value as we conduct your study.

FINANCIAL MODEL

INITIAL REVIEW

The first step to create the preliminary financial model begins with information supplied by the owner regarding the proposed service area. Ideally, we prefer GIS Shapefiles of the current electric plant. Pulse utilizes files containing spans, meters, substations, and poles. The following table illustrates the shapefiles and the required attributes Pulse utilizes to conduct an in-depth analysis.

		Shapefile			
		Electric Spans	Meters	Substation	Poles
Identifiable Attribute(s):	Aerial/Underground	Residential		Names	GPS
	Primary/Secondary	Small Business		Address	
	Substation	Large Commercial/Anchor			
	Feeder or Circuit	Address			
		Substation			
		Feeder or Circuit			

Shapefiles are critical to Pulse’s initial review prior to an on-site visit. Our Design and Outside Plant Teams will begin an analysis of your plant in preparation for the on-site meeting. Pulse will design a preliminary backbone, analyze densities of the service territory, and develop a preliminary technology deployment plan. This information will drive discussions during the on-site meeting. It will foster a collaborative discussion focused on the goals of the study, preferred technology deployment, and optimize the on-site inspection. Our goal is to analyze and model an accurate project scope which meets the needs of your cooperative.

If no preliminary information is available, Pulse reserves the right to amend the cost of this proposal in order to construct this data.

ON-SITE PLANT REVIEW

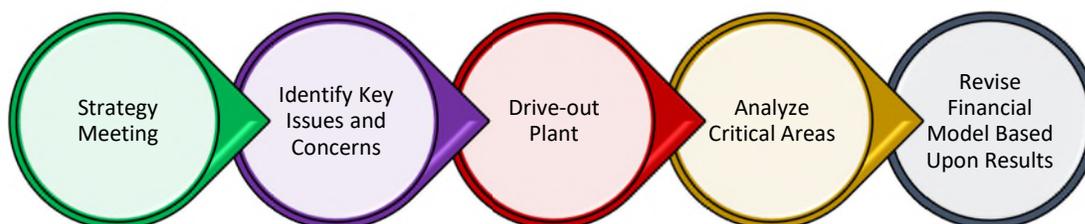
Pulse will send Outside Plant Personnel for an on-site review and analysis of your project and electrical plant. The on-site visit will include a strategic discussion of all operational requirements for the project. Pulse will lead a discussion, so you can help us understand how involved your team would like to be to get the infrastructure designed, constructed, and services launched. We have helped clients that want to be involved every step of the way and have helped clients that want us to do it all. We will gather your inputs regarding



any planning already conducted, areas of interest, and goals the Communications and Broadband Feasibility should achieve.

The on-site plant review is important to help you understand any limitations of the current plant and potential costs that might be incurred. Our team will inspect areas of your service territory to help determine the potential challenges and viable solutions for services. This process will help us refine construction estimates in the financial model for your infrastructure project. Over the course of the on-site visit, Pulse will inspect key areas that will impact plant construction, radio propagation, and make-ready costs. However, due to the size of the plant and time constraints, it will not be possible to inspect every detail of the plant. Our expectations are to gather information which will help refine your financial model, but it will still represent a macro view of the costs. No project ever goes exactly as planned, but this review will help you understand and limit high make-ready costs.

The steps involved in the on-site visit include:



Pulse will create a report to communicate findings from the review and adjust your financial model accordingly.

INTERNET BANDWIDTH ANALYSIS

We will investigate multiple vendors for the broadband project to connect to the Internet and report back their proposed pricing structures. We have helped clients reduce annual bandwidth costs between \$5,000 and \$50,000. We will help you understand the appropriate bandwidth capacity to purchase given your desired goals and security needs for the broadband network.

We will utilize a proprietary fiber location mapping service to determine national and regional carriers with fiber access services in the service territory. We will then contact vendors, receive initial quotes, create an organized report including a comparison chart, and an opinion of the structure of the proposed pricing and deals. The delivered document will set you up to make decisions on which vendor(s) to continue negotiations after you have decided to build the broadband network. The cost of secure bandwidth and locations of access are key assumptions for the model and network deployment.

COMPETITIVE ANALYSIS

We will research key competitors in the proposed service area. The analysis will help you understand the appropriate pricing and packaging for your service offerings. This is the most critical input to your revenue streams in the financial model.



We will note competitors and opportunities during the on-site review, search the Internet, contact service providers, and create an organized report including a comparison chart with recommendations of the packaging structure and price points. The delivered document will set you up to make critical decisions on your service offerings and input to the financial model.

COMMUNICATIONS AND BROADBAND INFRASTRUCTURE FINANCIAL MODEL

We will create a specific financial model for your broadband project. The data that drives the model will be collected from our team members' analysis of your project. Special attention will be given to any areas of concern that may have a greater influence on the model outputs. As always, we will error on the side of conservatism as certain estimates are entered into the model. The model contains 85+ inputs to customize revenue opportunities, business models, funding sources, and services offered. We never tweak numbers to make a model more feasible. Our final report will include a detail list of the most critical financial model drivers for your specific project. This will help you understand the risk factors to your network.

In addition to the Communications and Broadband Infrastructure model, Pulse will develop a preliminary, high-level analysis of technology deployment. This will include a fiber backbone design, feeders and substations supporting FTTH construction, and a propagation study identifying tower sites for fixed wireless to serve members where appropriate. The analysis, at a high-level, will determine necessary equipment, scope of coverage, services offered, and cost of construction for your communications and broadband infrastructure.

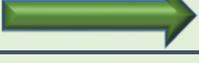
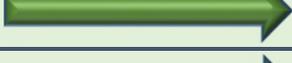
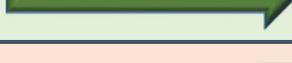
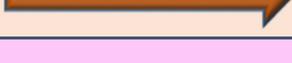
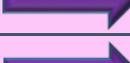
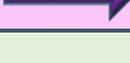
FINANCIAL MODEL AND REPORT DELIVERABLE

Pulse will conduct a phone conference including all team members who were critical in the feasibility process to present your financial model. The team will review the scope of work, identify key data driving the model, discuss outputs, and explain key points and our real-world experience providing solutions. Pulse takes great pride in our financial model. It is constructed utilizing real-world data and its variables are customized with your data. The model has been fine-tuned by collaborating with each client to test their theories, scenarios, and best practices. Pulse gladly submits the unprotected financial model for your possession. We look forward to modeling scenarios and testing the limits of the model.



TIMELINE

The total estimated time for completion of the project is 45 business days, commencing from the on-site strategy meeting. Each step is estimated as follows:

Initial Review	
Density Analysis	
Backbone Design	
High-Level Propagation	
On-site Field Verification	
Competitive Analysis	
Bandwidth Analysis	
In-Depth Propagation	
Financial Model	
Report	
Presentation Material	
Delivery	



COST ESTIMATE

	Option 1
Preliminary Review/Work	✓
On-site Field Inspection	✓
Bandwidth Analysis	✓
Competitive Analysis	✓
Fiber Backbone Path	✓
Fiber Backbone Project Cost	✓
FTTH Financial Model	✓
High-level Propagation Study	✓
High-level Hybrid Project Cost	✓
Detailed Propagation Study	
Detailed Hybrid Financial Model	
Report	✓
Cost	\$15,000



SCREENSHOTS FROM THE PULSE FINANCIAL MODEL

Sample Communications Infrastructure Project Project Dashboard

Balance Sheet Overview								
	Year 1	Year 2	Year 3	Year 4	Year 5	Total (\$ 000's)	Per Passing	Per Customer
Total Miles constructed	262	600	937	1,275	1,275			
Homes passed	1,829	7,886	13,943	20,000	20,000			
Take Rate	30.0%	33.8%	36.5%	38.8%	44.0%			
Residential Customers	549	2,669	5,091	7,757	8,800			
Construction Costs (\$ 000's)	\$7,398	\$11,219	\$11,666	\$12,024	\$1,541	\$43,848	\$2,192	\$4,931
Other Capital Expenditures (\$ 000's)	\$633	\$1,041	\$1,275	\$1,390	\$469	\$4,809	\$240	\$541
Op. Exp. and Cash Cushion (\$000's)	\$1,145	\$1,279	\$1,080	\$700	\$0	\$4,204	\$210	\$473
Total Capital Expenditures (\$ 000's)	\$9,176	\$13,539	\$14,022	\$14,114	\$2,010	\$52,861	\$2,643	\$5,944
Grants Received (\$ 000's)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Incurred (\$ 000's)	\$9,176	\$13,539	\$14,022	\$14,114	\$2,010	\$52,861	\$2,643	\$5,944

Income Statement Overview					
<i>All financial drivers stated per customer at end of year</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	\$70.76	\$71.29	\$72.01	\$72.70	\$73.45
Variable Costs	\$23.02	\$14.98	\$13.70	\$13.39	\$13.51
Customer Margin	\$47.74	\$56.31	\$58.30	\$59.31	\$59.94
Operating Costs	\$35.18	\$15.58	\$10.67	\$8.74	\$10.97
Total EBITDA	\$12.56	\$40.72	\$47.63	\$50.57	\$48.97
Debt Service	\$91.73	\$46.48	\$39.34	\$35.78	\$32.81
Monthly Cash Flow	(\$79.17)	(\$5.75)	\$8.30	\$14.79	\$16.16

Key Project Viability Indicators					
	Year 1	Year 2	Year 3	Year 4	Year 5
EBITDA per Customer	\$12.56	\$40.72	\$47.63	\$50.57	\$48.97
Equity to Assets %	-9.6%	-7.9%	-6.1%	-3.9%	-1.9%
TIER	(0.74)	0.51	1.08	1.44	1.63
Simple Payback	12.1 years		Project IRR		23.8%
Loan Term	23.2 years		Loan Interest Rate		4.0%



Sample Communications Infrastructure Project
Key Project Statistics

Plant Statistics						
Quantitative Estimates						
Homes Passed	20,000	Aerial Miles	1,185.8	93.0%	Avg. Drop Length	508
Small Bus Passed	200	Underground Miles	89.3	7.0%	Constr. Timeline	60 mos
Large Commercial	50	<u>Total Miles</u>	<u>1,275.0</u>		Home Density	15.7
Qualitative Assessment						
Do you own the poles?		Yes	Pole Condition	Good		
Underground Construction Conditions		Good				

Capital Expenditures			
Summary of Total Capital Required			
Construction Costs		\$45,854,136	
Ongoing Capital Costs at Launch		<u>\$2,957,801</u>	
Total Project Capital Costs		<u>\$48,811,937</u>	
Operating Expenses Invested at Launch		\$170,000	
Operating Funds Cushion		\$4,033,797	
FCC CAF or Other Revenue from Grants		<u>\$0</u>	
Total Investment/Loan Required		<u>\$53,015,734</u>	
Construction Costs			
	Unit Cost	x Quantity	= Total
Headend/Office Space	\$181,957	1	\$181,957
Cabinet Equipment	\$77,719	13	\$1,010,351
Capitalized Labor	\$2,005,817	1	\$2,005,817
Aerial Construction (A)	\$20,842	1,185.8	\$24,712,855
Underground Construction (B)	\$55,394	89.3	\$4,943,888
Drop Construction (C)	\$1,477	8,800	\$12,999,269
Total Construction			<u>\$45,854,136</u>
<i>Details for construction costs above:</i>			
(A) Aerial Cost Per Mile	(B) Underground Cost Per Mile	(C) Drop Cost Per Home	
Plant Labor (inc. Make Ready) \$6,798	Plant Labor \$36,806	Plant Labor	\$1,080
Technical Labor \$2,825	Technical Labor \$2,825	Tech. Labor	\$47
Fiber \$3,727	Fiber \$3,727	Fiber	\$102
Aerial Materials \$1,277	UG Materials \$5,821	Materials	\$62
Technical Mat. \$1,630	Technical Mat. \$1,630	NID Enclosure	\$30
Design \$1,002	Design \$1,002	Design	\$157
Constr. Mgmt \$3,583	Constr. Mgmt \$3,583	Constr. Mgmt	\$0
<u>Total Aerial \$20,842</u>	<u>Total UG \$55,394</u>	<u>Total Drop</u>	<u>\$1,477</u>
Ongoing Capital Costs at Launch			
	Cost	x Quantity	= Total
External Installation	\$125	1,238	\$154,801
ONT	\$275	8,800	\$2,420,000
Set Top Boxes	\$175	0	\$0
Installation Materials	\$15	8,800	\$132,000
Equipment	\$10,458	24	\$251,000
Plant Maintenance Materials	\$0	0	\$0
			<u>\$2,957,801</u>



Sample Communications Infrastructure Project
Key Project Statistics

Operating Expense Invested at Launch			
	Cost	x Quantity	= Total
Project Manager Resource (incl. benefits)	\$175,000	1.0	\$175,000
Admin/Marketing Resource (incl. benefits)	\$78,750	0.5	\$39,375
Maintenance Technicians (incl. benefits)	\$87,500	0.5	\$43,750
Installation Technicians (incl. benefits)	\$78,750	0.5	\$39,375
Pulse Billing/Integration Assistance	\$150	150	\$22,500
Pulse Network Monitoring Assistance	\$25,000	1	\$25,000
Pulse Video/Programming Assistance	\$150	0	\$0
			\$170,000

Customer Metrics							
Residential							
Res Customer Take Rate	44.0%	Services Launch (months)	6	Customer Ramp (months)	24		
Residential Product Pricing							
Single Service							
	<u>Data</u>	<u>Mix</u>		<u>VoIP</u>		<u>Video</u>	<u>Mix</u>
Data Only - Low Tier	\$56.44	75%	VoIP Only	\$39.95	Video - Local Plus	\$24.95	5%
Data Only - High Tier	\$66.44	25%	Federal Line Charge	\$3.95	Video - Starter	\$54.95	45%
Weighted Price	\$58.94		Weighted Price	\$43.90	Video - Complete	\$64.95	40%
					Video - Works	\$119.95	10%
Bundle Discount - Double Play		\$5.00			Weighted Price	\$63.95	
Bundle Discount - Triple Play		\$10.00					
Services Ordered							
			<u>Weighted Price</u>				
Single Service - Primarily Data Only		70%	\$58.94				
Double Play - Data/VoIP		30%	\$97.84				
Double Play - Data/Video		0%	\$117.89				
Triple Play		0%	\$156.79				
Weighted Services Per Customer		1.3					
Total ARPU (Avg Rev Per Unit)			\$70.61				
Business							
Small Bus Customer Take Rate	40%	Small Bus Pricing	\$74.95	includes static IP addresses			
Commercial Take Rate	25%	Commercial Pricing	\$350.00	custom pricing			
Cell Tower Opportunities	0	Cell Tower Pricing	\$2,250.00	custom pricing			

Operating Expenses					
Direct Variable Expenses			Fixed and Overhead Expenses		
		<u>Weighted Cost</u>			
Bandwidth (cost per month)	\$3,100	\$0.35	Pole Span	250 ft	
VoIP (cost per line)	\$7.50	\$2.25	equals	21.12 poles per mile	
Video (weighted cost per video sub)	\$52.10	\$0.00	Annual Pole Rent	\$0	
Customer Care (weighted per sub)	\$6.00	\$6.00	Pole Engineering Fees per Pole	\$0	
Network Management (per sub)	\$3.63	\$3.63			
Total Cost Per Unit		\$12.23	Required resources	2	
Total Direct Margin Per Unit		\$58.37			



**Sample Communications Infrastructure Project
Projected Income Statement**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Mileage and Homes Passed:										
Aerial Miles	244	558	872	1,186	1,186	1,186	1,186	1,186	1,186	1,186
UG Miles	18	42	66	89	89	89	89	89	89	89
Miles	262	600	937	1,275	1,275	1,275	1,275	1,275	1,275	1,275
Homes passed	1,829	7,886	13,943	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Businesses passed	41	94	147	200	200	200	200	200	200	200
Large businesses passed	1.0	13.5	26.0	38.5	50.0	50.0	50.0	50.0	50.0	50.0
Customer Statistics:										
Res customer take rate	30.0%	33.8%	36.5%	38.8%	44.0%	45.3%	46.6%	47.9%	49.2%	50.5%
Bus customer take rate	8.3%	28.3%	40.0%	41.0%	42.0%	43.0%	44.0%	45.0%	45.0%	45.0%
Large Bus customer take rate	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
Res customers	549	2,669	5,091	7,757	8,800	9,060	9,320	9,580	9,840	10,100
Bus customers	3	27	59	82	84	86	88	90	90	90
Large bus customers	0.3	3.4	6.5	9.6	12.5	12.5	12.5	12.5	12.5	12.5
New Installs	552	2,143	2,455	2,688	1,045	262	262	262	260	260
Projected Income Statement:										
Revenue:										
Data only	\$67,909	\$841,364	\$1,990,689	\$3,299,643	\$4,242,014	\$4,601,505	\$4,780,863	\$4,962,796	\$5,147,302	\$5,334,383
Double Play - Data/VoIP	\$48,314	\$598,588	\$1,416,275	\$2,347,530	\$3,017,980	\$3,273,739	\$3,401,344	\$3,530,779	\$3,662,047	\$3,795,145
Double Play - Data/Video	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Triple Play	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Small Business	\$623	\$12,841	\$41,807	\$65,387	\$76,937	\$79,555	\$82,208	\$84,897	\$86,578	\$87,388
Large Commercial	\$91	\$8,203	\$21,328	\$34,453	\$47,487	\$52,500	\$52,500	\$52,500	\$52,500	\$52,500
Installation Fees Collected	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cell Towers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FCC or Other Grants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total revenue	\$116,937	\$1,460,997	\$3,470,100	\$5,747,013	\$7,384,418	\$8,007,299	\$8,316,915	\$8,630,972	\$8,948,427	\$9,269,416
Bandwidth costs	\$65,900	\$92,560	\$101,640	\$101,640	\$101,640	\$101,640	\$101,640	\$101,640	\$101,640	\$101,640
Telephone costs	\$3,704	\$45,956	\$109,655	\$183,476	\$238,028	\$260,525	\$273,069	\$285,894	\$299,000	\$312,387
Programming costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Customer care and billing	\$109,877	\$122,549	\$292,414	\$489,269	\$634,740	\$694,734	\$728,185	\$762,385	\$797,334	\$833,031
Network management	\$29,975	\$74,142	\$176,911	\$296,008	\$384,018	\$420,314	\$440,552	\$461,243	\$482,387	\$503,984
Pulse Integration consulting	\$47,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total direct variable costs	\$256,956	\$335,208	\$680,621	\$1,070,392	\$1,358,426	\$1,477,213	\$1,543,446	\$1,611,162	\$1,680,361	\$1,751,042
Total direct margin	(\$140,018)	\$1,125,789	\$2,789,480	\$4,676,620	\$6,025,992	\$6,530,087	\$6,773,469	\$7,019,810	\$7,268,067	\$7,518,374
Direct margin per customer	(\$21.12)	\$34.76	\$45.08	\$49.66	\$56.45	\$59.42	\$59.92	\$60.42	\$60.92	\$61.41



Sample Communications Infrastructure Project
Projected Income Statement

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Bad debt	\$778	\$13,077	\$32,912	\$55,478	\$73,015	\$79,817	\$82,909	\$86,046	\$89,219	\$92,425
Project Manager wages	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551	\$115,927	\$119,405	\$122,987	\$126,677	\$130,477
Admin/marketing wages	\$22,500	\$67,500	\$92,700	\$95,481	\$98,345	\$101,296	\$104,335	\$107,465	\$110,689	\$114,009
Maintenance tech wages	\$25,000	\$75,000	\$103,000	\$106,090	\$109,273	\$112,551	\$115,927	\$119,405	\$122,987	\$126,677
Installation tech wages	\$22,500	\$67,500	\$92,700	\$95,481	\$98,345	\$101,296	\$104,335	\$107,465	\$110,689	\$114,009
Capitalized portion of install wages	(\$127,500)	(\$234,750)	(\$295,868)	(\$304,744)	(\$94,862)	(\$52,658)	(\$54,237)	(\$55,865)	(\$57,101)	(\$58,814)
Payroll taxes and benefits	\$31,875	\$58,688	\$73,967	\$76,186	\$242,739	\$283,809	\$292,323	\$301,093	\$310,455	\$319,769
Vehicle repairs and fuel	\$6,300	\$12,852	\$13,109	\$13,371	\$13,639	\$13,911	\$14,190	\$14,473	\$14,763	\$15,058
Facilities rent	\$24,000	\$24,480	\$24,480	\$24,480	\$24,480	\$24,480	\$24,480	\$24,480	\$24,480	\$24,480
Utilities	\$12,000	\$12,240	\$12,240	\$12,240	\$12,240	\$12,240	\$12,240	\$12,240	\$12,240	\$12,240
Plant Maintenance Materials	\$0	\$8,898	\$15,651	\$22,405	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500
Property tax expense	\$0	\$72,523	\$135,787	\$201,774	\$237,424	\$243,525	\$246,290	\$249,258	\$254,195	\$260,141
Pole rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing sales	\$27,606	\$107,159	\$122,748	\$134,413	\$52,274	\$13,100	\$13,100	\$13,100	\$13,000	\$13,000
Other operating expense	\$2,339	\$29,220	\$69,402	\$114,940	\$147,688	\$160,146	\$166,338	\$172,619	\$178,969	\$185,388
Total operating expenses	\$147,398	\$417,386	\$598,918	\$756,868	\$1,152,651	\$1,234,940	\$1,267,136	\$1,300,268	\$1,336,761	\$1,374,360
EBITDA	(\$287,417)	\$708,403	\$2,190,562	\$3,919,752	\$4,873,341	\$5,295,146	\$5,506,333	\$5,719,542	\$5,931,305	\$6,144,015
EBITDA Margin	-245.8%	48.5%	63.1%	68.2%	66.0%	66.1%	66.2%	66.3%	66.3%	66.3%
Interest Expense	\$362,564	\$887,540	\$1,416,411	\$1,932,645	\$1,953,525	\$1,890,408	\$1,824,719	\$1,756,354	\$1,685,203	\$1,611,154
Depreciation	\$134,434	\$636,696	\$1,182,660	\$1,752,125	\$2,059,790	\$2,112,434	\$2,136,301	\$2,162,820	\$2,215,352	\$2,266,662
Net income	(\$784,415)	(\$815,833)	(\$408,510)	\$234,982	\$860,026	\$1,292,304	\$1,545,313	\$1,800,368	\$2,030,750	\$2,266,198
Average Customer Statistics:										
Revenue Per Customer	\$42.36	\$45.17	\$56.15	\$61.10	\$69.27	\$72.96	\$73.67	\$74.38	\$75.10	\$75.80
Direct Variable Cost	\$93.08	\$10.36	\$11.01	\$11.38	\$12.74	\$13.46	\$13.67	\$13.88	\$14.10	\$14.32
Direct Margin Per Customer	(\$50.72)	\$34.81	\$45.13	\$49.72	\$56.52	\$59.50	\$60.00	\$60.49	\$60.99	\$61.48
Indirect Operating Cost	\$53.39	\$12.90	\$9.69	\$8.05	\$10.81	\$11.25	\$11.22	\$11.21	\$11.22	\$11.24
Total Margin per Customer	(\$104.11)	\$21.90	\$35.44	\$41.67	\$45.71	\$48.25	\$48.77	\$49.29	\$49.78	\$50.25



**Sample Communications Infrastructure Project
Projected Statement of Cash Flows and Balance Sheet**

Projected Statement of Cash Flows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Net income	(\$784,415)	(\$815,833)	(\$408,510)	\$234,982	\$860,026	\$1,292,304	\$1,545,313	\$1,800,368	\$2,030,750	\$2,266,198
Add: depreciation	\$134,434	\$636,696	\$1,182,660	\$1,752,125	\$2,059,790	\$2,112,434	\$2,136,301	\$2,162,820	\$2,215,352	\$2,266,662
Change in receivables	(\$39,089)	(\$153,307)	(\$178,928)	(\$199,228)	(\$82,887)	(\$25,601)	(\$25,971)	(\$26,341)	(\$26,550)	(\$26,917)
Change in payables	\$32,153	\$50,342	\$43,189	\$47,986	\$44,070	\$11,242	\$8,265	\$8,513	\$8,932	\$9,101
Cash flow to/from operations	(\$656,916)	(\$282,103)	\$638,411	\$1,835,865	\$2,880,998	\$3,390,379	\$3,663,908	\$3,945,360	\$4,228,484	\$4,515,045
Capital expenditures	(\$8,030,786)	(\$12,260,412)	(\$12,941,534)	(\$13,414,385)	(\$2,010,019)	(\$551,620)	(\$554,385)	(\$959,125)	(\$1,142,383)	(\$1,228,664)
Cash flows to investing	(\$8,030,786)	(\$12,260,412)	(\$12,941,534)	(\$13,414,385)	(\$2,010,019)	(\$551,620)	(\$554,385)	(\$959,125)	(\$1,142,383)	(\$1,228,664)
Proceeds from senior debt financing	\$9,175,779	\$13,539,216	\$14,021,534	\$14,114,385	\$2,010,019	\$0	\$0	\$0	\$0	\$0
Principal payments on senior debt	(\$245,454)	(\$617,631)	(\$1,017,873)	(\$1,436,905)	(\$1,549,215)	(\$1,612,333)	(\$1,678,022)	(\$1,746,387)	(\$1,817,537)	(\$1,891,587)
Non-FCC Grant contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equity contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equity distributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash flows to/from financing	\$8,930,325	\$12,921,585	\$13,003,661	\$12,677,480	\$460,803	(\$1,612,333)	(\$1,678,022)	(\$1,746,387)	(\$1,817,537)	(\$1,891,587)
Ending cash balance	\$242,623	\$621,694	\$1,322,232	\$2,421,191	\$3,752,975	\$4,979,401	\$6,410,903	\$7,650,751	\$8,919,315	\$10,314,108

Projected Balance Sheet:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash	\$242,623	\$621,694	\$1,322,232	\$2,421,191	\$3,752,975	\$4,979,401	\$6,410,903	\$7,650,751	\$8,919,315	\$10,314,108
Receivables	\$39,089	\$192,396	\$371,324	\$570,551	\$653,438	\$679,039	\$705,010	\$731,351	\$757,902	\$784,819
Total current assets	\$281,712	\$814,090	\$1,693,555	\$2,991,743	\$4,406,413	\$5,658,440	\$7,115,913	\$8,382,103	\$9,677,216	\$11,098,927
Property	\$8,030,786	\$20,291,198	\$33,232,732	\$46,647,118	\$48,657,136	\$49,208,757	\$49,763,141	\$50,722,266	\$51,864,649	\$53,093,313
Depreciation (average life 20 years)	(\$134,434)	(\$771,131)	(\$1,953,791)	(\$3,705,916)	(\$5,765,705)	(\$7,878,140)	(\$10,014,441)	(\$12,177,261)	(\$14,392,613)	(\$16,659,275)
Total assets	\$8,178,064	\$20,334,157	\$32,972,497	\$45,932,945	\$47,297,844	\$46,989,057	\$46,864,613	\$46,927,108	\$47,149,252	\$47,532,966
Payables and deferred revenue	\$32,153	\$82,494	\$125,683	\$173,668	\$217,738	\$228,980	\$237,245	\$245,758	\$254,690	\$263,792
Bank debt	\$8,930,325	\$21,851,911	\$34,855,572	\$47,533,052	\$47,993,856	\$46,381,523	\$44,703,501	\$42,957,115	\$41,139,577	\$39,247,991
Total liabilities	\$8,962,478	\$21,934,405	\$34,981,255	\$47,706,721	\$48,211,594	\$46,610,503	\$44,940,746	\$43,202,873	\$41,394,267	\$39,511,782
Grants received	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accumulated income/loss	(\$784,415)	(\$1,600,248)	(\$2,008,758)	(\$1,773,776)	(\$913,750)	\$378,554	\$1,923,867	\$3,724,235	\$5,754,985	\$8,021,183
Total Equity	(\$784,415)	(\$1,600,248)	(\$2,008,758)	(\$1,773,776)	(\$913,750)	\$378,554	\$1,923,867	\$3,724,235	\$5,754,985	\$8,021,183
Total Liabilities and Equity	\$8,178,064	\$20,334,157	\$32,972,497	\$45,932,945	\$47,297,844	\$46,989,057	\$46,864,613	\$46,927,108	\$47,149,252	\$47,532,966



SAMPLE FTTH PROJECT
Projected Statement of Cash Flows and Balance Sheet

Projected Statement of Cash Flows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Net income	(\$1,440,616)	(\$1,807,975)	(\$455,960)	(\$163,878)	\$4,019	\$192,206	\$392,720	\$598,923	\$811,033	\$1,029,279
Add: depreciation	\$251,294	\$1,027,287	\$1,644,611	\$1,683,806	\$1,684,806	\$1,692,416	\$1,705,687	\$1,719,058	\$1,732,530	\$1,746,103
Change in receivables	(\$68,975)	(\$423,391)	(\$148,263)	(\$18,227)	(\$18,227)	(\$23,405)	(\$23,719)	(\$24,037)	(\$24,358)	(\$24,683)
Change in payables	\$82,227	\$237,795	\$45,704	\$9,849	\$9,867	\$11,959	\$12,145	\$12,303	\$12,462	\$12,623
Cash flow to/from operations	(\$1,176,069)	(\$966,284)	\$1,086,091	\$1,511,550	\$1,680,464	\$1,873,175	\$2,086,833	\$2,306,247	\$2,531,667	\$2,763,323
Capital expenditures	(\$12,143,240)	(\$16,062,132)	(\$5,459,913)	(\$20,000)	(\$20,000)	(\$264,351)	(\$266,340)	(\$268,345)	(\$270,364)	(\$272,399)
Cash flows to investing	(\$12,143,240)	(\$16,062,132)	(\$5,459,913)	(\$20,000)	(\$20,000)	(\$264,351)	(\$266,340)	(\$268,345)	(\$270,364)	(\$272,399)
Proceeds from senior debt financing	\$16,383,391	\$18,191,016	\$5,459,913	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Principal payments on senior debt	(\$489,423)	(\$1,057,885)	(\$1,275,113)	(\$1,340,350)	(\$1,408,925)	(\$1,481,008)	(\$1,556,780)	(\$1,636,427)	(\$1,720,150)	(\$1,808,156)
Non-FCC Grant contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equity contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equity distributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash flows to/from financing	\$15,893,968	\$17,133,131	\$4,184,800	(\$1,340,350)	(\$1,408,925)	(\$1,481,008)	(\$1,556,780)	(\$1,636,427)	(\$1,720,150)	(\$1,808,156)
Ending cash balance	\$2,574,658	\$2,679,373	\$2,490,351	\$2,641,551	\$2,893,090	\$3,020,906	\$3,284,619	\$3,686,093	\$4,227,246	\$4,910,014

Projected Balance Sheet:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash	\$2,574,658	\$2,679,373	\$2,490,351	\$2,641,551	\$2,893,090	\$3,020,906	\$3,284,619	\$3,686,093	\$4,227,246	\$4,910,014
Receivables	\$68,975	\$492,367	\$640,630	\$658,857	\$677,084	\$700,489	\$724,208	\$748,245	\$772,603	\$797,286
Total current assets	\$2,643,634	\$3,171,740	\$3,130,981	\$3,300,408	\$3,570,174	\$3,721,394	\$4,008,826	\$4,434,338	\$4,999,850	\$5,707,300
Property	\$12,143,240	\$28,205,372	\$33,665,285	\$33,685,285	\$33,705,285	\$33,969,636	\$34,235,976	\$34,504,321	\$34,774,685	\$35,047,084
Depreciation (average life 20 years)	(\$251,294)	(\$1,278,582)	(\$2,923,192)	(\$4,606,998)	(\$6,291,804)	(\$7,984,220)	(\$9,689,907)	(\$11,408,965)	(\$13,141,495)	(\$14,887,598)
Total assets	\$14,535,579	\$30,098,530	\$33,873,074	\$32,378,694	\$30,983,654	\$29,706,810	\$28,554,896	\$27,529,694	\$26,633,040	\$25,866,786
Payables and deferred revenue	\$82,227	\$320,022	\$365,726	\$375,575	\$385,442	\$397,400	\$409,546	\$421,849	\$434,311	\$446,934
Bank debt	\$15,893,968	\$33,027,098	\$37,211,898	\$35,871,548	\$34,462,623	\$32,981,615	\$31,424,835	\$29,788,408	\$28,068,258	\$26,260,102
Total liabilities	\$15,976,195	\$33,347,121	\$37,577,624	\$36,247,123	\$34,848,065	\$33,379,015	\$31,834,381	\$30,210,257	\$28,502,569	\$26,707,036
Contributed equity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accumulated income/loss	(\$1,440,616)	(\$3,248,591)	(\$3,704,551)	(\$3,868,429)	(\$3,864,411)	(\$3,672,205)	(\$3,279,485)	(\$2,680,562)	(\$1,869,529)	(\$840,250)
Total Equity	(\$1,440,616)	(\$3,248,591)	(\$3,704,551)	(\$3,868,429)	(\$3,864,411)	(\$3,672,205)	(\$3,279,485)	(\$2,680,562)	(\$1,869,529)	(\$840,250)
Total Liabilities and Equity	\$14,535,579	\$30,098,530	\$33,873,074	\$32,378,694	\$30,983,654	\$29,706,810	\$28,554,896	\$27,529,694	\$26,633,040	\$25,866,786



REFERENCES

Midwest Energy

- Bob Hance
- President/CEO
- Cassopolis, MI
- Email: bob.hance@teammidwest.com
- Phone: (269) 445 1091

Jackson County REMC

- Mark McKinney
- General Manager
- Brownstown, IN
- Email: mmckinney@jacksonremc.com
- Phone: (812) 358 4458

Midwest Energy

- Terry Rubenthaler
- CTO
- Cassopolis MI
- Email: terry.rubenthaler@teammidwest.com
- Phone: (269) 445 1031

Maquoketa Valley Electric Cooperative

- Jim Lauzon
- President/CEO
- Anamosa, IA
- Email: jlauzon@mvec.com
- Phone: (319) 462 3541

Lake Region Electric Cooperative

- Hamid Vahdatipour
- CEO
- Hulbert, OK
- Email: hamid@lrecok.coop
- Phone: (918) 772 2526

Maquoketa Valley Electric Cooperative

- Jeremy Richert
- Vice President of Engineering
- Anamosa, IA
- Email: jrichert@mvec.com
- Phone: (319) 462 3541

Sebewaing Light and Water

- Melanie McCoy
- Superintendent
- Sebewaing, MI
- Email: mmccoy@sebewaing.net
- Phone: (989) 883 2700

Kit Carson Electric Cooperative

- Luis Reyes
- Chief Executive Officer
- Taos, NM
- Email: lreyes@kitcarson.com
- Phone: (575) 758-2258



PULSE BROADBAND

PROFESSIONAL SERVICES AGREEMENT

Broadband FEASIBILITY STUDY

City of Portland Michigan



Member driven. Technology focused.

Professional Services Agreement – Feasibility Study

This Professional Services Agreement – Feasibility Study (the "Agreement"), effective as of April 19, 2018, ("Effective Date"), is entered into by and between Pulse Broadband, LLC, a Delaware limited liability company having its principal place of business at 3838 North Main Street, Suite 300, Mishawaka, IN 46545 ("Pulse"), and the City of Portland Michigan, a Michigan municipality, having its principal place of business at 259 Kent St. Portland, Michigan 48875 ("Client"). Client and Pulse may be referred to herein individually as a "Party" or together as "Parties".

In mutual consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. Scope of Services. Subject to the terms and conditions of this Agreement, each task to be performed by Pulse pursuant to this Agreement is set forth in Table 1 of this Agreement (hereinafter referred to as the "Project"). Each task listed in Table 1 shall contain a description of the task to be performed by Pulse, the fee to be paid to Pulse for the work performed by Pulse and any other terms and conditions that the Parties may mutually agree (the "Services"). Pulse will use commercially reasonable efforts to complete the tasks contained in Table 1 by the dates (if any) listed in Table 1 ("Target Dates").

2. Change Orders. Any changes to the scope of the Services, including any increase in Fees due to any additional or changed tasks, must be made in writing and signed by both parties ("Change Order"). Each mutually agreed Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

3. Client Duties and Responsibilities. Client will make available in a timely manner for Pulse's use, at no charge to Pulse, all technical data, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Pulse for the performance of the Services. Client will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all information supplied by Client. Failure of Client to provide this information or the required assistance in a timely manner may result in delay in achieving the Target Dates. Pulse will notify Client of any such delays and the amount of time that the Target Dates will be delayed.

4. Fees and Payment

4.1 Fees and Expenses. Client will pay Pulse for each task listed on Table 1 on a fixed price basis according to prices set forth in Table 1 and the expenses set forth in Part 2 of Table 1 ("Fees").

4.2 Payment Terms. Pulse will invoice Client when Feasibility Report is delivered to client. Pulse will send the invoices to Client via email. Client will make all payments under this Agreement in U.S. dollars within thirty (30) calendar days after the date of Pulse's invoice. In addition to any other remedy available to Pulse for late payments, Client will be obligated to pay Pulse interest on the overdue amount at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed under law, whichever is less, for each month, or partial month, calculated from the date such payment was due until the date paid. Client will reimburse Pulse for all costs incurred by Pulse (including reasonable attorneys' fees, collection fees, court costs, if any) in connection with any collection efforts related to or arising out of

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this Agreement. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive.

4.3 Taxes. The Fees for the Services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Services. When Pulse has the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be invoiced to Client, and Client will pay such amount unless Client provides Pulse with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments by Client for the Services will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes which are otherwise imposed on payments to Pulse will be Client's sole responsibility. Client will provide Pulse with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Pulse to establish that such taxes have been paid.

5. Term and Termination

5.1 Term. The term of this Agreement will commence on the Effective Date and will continue in effect until all of the tasks set forth on Table 1 are completed, including any additional tasks that may be mutually agreed to, or one year from the Effective Date whichever is the later to occur unless earlier terminated pursuant to the terms of this Agreement.

5.2 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party has materially breached any provision of this Agreement and has not cured such breach within thirty (30) calendar days after receiving written notice from the non-breaching Party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement.

6. Confidential Information

6.1 "Confidential Information" means any information disclosed under this Agreement by either Party ("Disclosing Party") to the other Party ("Receiving Party") that: (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of Pulse whether or not so designated upon disclosure or confirmed in writing: (i) Pulse pricing; and (iii) any know-how, designs, layouts, configurations, methods, processes, formulae, specifications, functionality, performance data or test results provided by Pulse to Client under this Agreement or otherwise obtained by Client from use or examination of the deliverables from the tasks completed under this Agreement. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the

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Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained without confidentiality obligations by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.2 Non-Use and Non-Disclosure. The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such party's employees, except that, subject to Section 6.3 below, the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

6.3 Maintenance of Confidentiality. The Receiving Party will use commercially reasonable efforts to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party will ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the Disclosing Party's Confidential Information as the provisions of this Agreement prior to any disclosure of the Disclosing Party's Confidential Information to such employees. The Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information as requested by such Disclosing Party at any time in writing; provided, however, the parties agree that Pulse's continued access to Client's Confidential Information which is required for the Services will be deemed a client obligation.

7. Disclaimer of Warranties. PULSE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. PULSE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PULSE DOES NOT WARRANT THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CLIENT'S REQUIREMENTS.

7. Limitation of Liability. IN NO EVENT WILL PULSE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, REVENUE OR PROFITS, HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT PULSE WAS OR

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SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL PULSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PULSE HAS ACTUALLY RECEIVED FROM CLIENT UNDER THIS AGREEMENT.

9. Miscellaneous

9.1 Independent Contractors. The relationship of the Parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

9.2 Subcontractors. Pulse may, in its sole discretion, use third party contractors to fulfill its obligations under this Agreement.

9.3 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) in person, (b) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement, or (c) via email. Notices will be considered to have been given at the time of actual delivery in person, four (4) business days after deposit in the mail as set forth above, or upon receipt of email confirmation. Either party may change its address for notice by notice to the other party given in accordance with this Section.

9.4 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Virginia, United States, without regard to conflict of laws principles. Any disputes arising from this Agreement shall be resolved by the federal courts located in the State of Virginia, and the Parties hereby irrevocably submit to such courts' jurisdiction.

9.5 Assignment. Neither this Agreement nor any rights or claims that arise under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger, consolidation or otherwise, without the prior written consent of the other party; provided Pulse will have the right to assign this Agreement without the prior written consent in the event of a transfer to a Pulse affiliate. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section 9. will be null and void.

9.6 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.7 Severability. If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable

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substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

9.8 Conflict. If there is a conflict between any term in the body of this Agreement and any term of any Change Order, the term in the body of this Agreement will prevail with respect to such conflict.

9.9 No Third-Party Beneficiaries. The parties hereto expressly agree that there are no third-party beneficiaries of this Agreement.

9.10 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

9.11 Survival. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

9.12 Entire Agreement. This Agreement (including the Exhibits and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties.

9.13 Execution. This Agreement may be executed and delivered by scanning and emailing and the parties agree that such scanned and emailed execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such scanned and emailed signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

Professional Services Agreement – Feasibility Study

Pulse Broadband, LLC	City of Portland Michigan
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

COST ESTIMATE

	Option 1
Preliminary Review/Work	✓
On-site Field Inspection, if applicable	✓
Bandwidth Analysis	✓
Competitive Analysis	✓
Fiber Backbone Path	✓
Fiber Backbone Project Cost	✓
FTTH Financial Model	✓
High-level Propagation Study	✓
High-level Hybrid Project Cost	✓
Detailed Propagation Study	
Detailed Hybrid Financial Model	
Report	✓
Partnership Assessment with Homeworks Tri-County	✓
Cost	\$15,000
CLIENT SELECTION	

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-36

**A RESOLUTION APPROVING THE RECOMMENDED DISSOLUTION OF THE
ECONOMIC DEVELOPMENT CORPORATION (EDC) OF PORTLAND**

WHEREAS, the City of Portland, pursuant to the provisions of Act 338 of the Public Acts of 1974, as amended (the “EDC Act”), established the Economic Development Corporation of the City of Portland (the “EDC”) on September 4, 2007; and

WHEREAS, the EDC was created to assist with the development of the annexed City property (“Property”) situated at Cutler Road and Grand River Avenue. Since that time, the EDC has been instrumental in establishing a zoning district and concept plan for the Property that has resulted in the development of permitted uses such as Family Farm & Home and future Sparrow facility; and

WHEREAS, Section 33 of the EDC Act provides that a corporation which has completed the purposes for which it was organized shall be dissolved by the adoption of a resolution by a 2/3 majority of its directors, which resolution shall be approved by a majority of the governing body of the municipality and filed with the Secretary of State; and

WHEREAS, the EDC has completed its purpose by establishing a zoning district and concept plan for the Property and has no current plans or projects for the Property or otherwise; and

WHEREAS, at its regularly scheduled meeting on April 23, 2018, the Board of Directors unanimously voted to approve the Resolution of Dissolution of the EDC and recommended that City Council approve same, a copy of the Resolution is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the Resolution of Dissolution, attached as Exhibit A, and the dissolution of the Economic Development Corporation of Portland.
2. The City Clerk is directed to file a copy of the Resolution of Dissolution with the Secretary of State.
3. 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: May 7, 2018

Monique I. Miller, City Clerk

**THE ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF PORTLAND MICHIGAN**
Ionia County, Michigan

Motion by Abel, supported by Foote, made a motion to adopt the following resolution:

RESOLUTION OF DISSOLUTION

**A RESOLUTION APPROVING THE DISSOLUTION OF THE ECONOMIC
DEVELOPMENT CORPORATION (EDC) OF PORTLAND**

WHEREAS, the City of Portland, pursuant to the provisions of Act 338 of the Public Acts of 1974, as amended (the "EDC Act"), established the Economic Development Corporation of the City of Portland (the "EDC") on September 4, 2007; and

WHEREAS, the EDC was created to assist with the development of the annexed City property ("Property") situated at Cutler Road and Grand River Avenue. Since that time, the EDC has been instrumental in establishing a zoning district and concept plan for the Property that has resulted in the development of permitted uses such as Family Farm & Home and the future Sparrow facility; and

WHEREAS, Section 33 of the EDC Act provides that a corporation which has completed the purposes for which it was organized shall be dissolved by the adoption of a resolution by a 2/3 majority of its directors, which resolution shall be approved by a majority of the governing body of the municipality and filed with the Secretary of State; and

WHEREAS, the EDC has completed its purpose by establishing a zoning district and concept plan for the Property and has no current plans or projects for the Property or otherwise.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Board of Directors for the Economic Development Corporation of Portland approve the dissolution of the EDC and recommend that City Council approve same.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes: Abel, Foote, Lakin, Fitzsimmons, Gorman

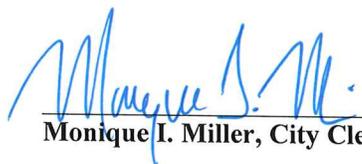
Nays: None

Absent: None

Abstain: None

RESOLUTION DECLARED ADOPTED.

Dated: April 23, 2018


Monique I. Miller, City Clerk



PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 18-37

**A RESOLUTION RECOGNIZING THE PORTLAND AREA SERVICE GROUP AS A
NONPROFIT ORGANIZATION FOR THE PURPOSE OF OBTAINING A CHARITABLE
GAMING LICENSE**

WHEREAS, the Portland Area Service Group has requested that the City Council approve a resolution recognizing them as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license; and

WHEREAS, the Portland Area Service Group is a human services organization that operates as a nonprofit organization within the community, a copy of its Articles of Incorporation, including amendments is attached as Exhibit A;

WHEREAS, the City Council has previously recognized other nonprofit organizations as operating in the community so that they could obtain a charitable gaming license, including nonprofits such as the Portland Athletic Association, Friends of the Red Mill, Chamber of Commerce, and Downtown Development Authority;

WHEREAS, the application for a charitable gaming license requires a copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community, a copy of the qualification requirements and form resolution from the Charitable Gaming Division of the State Lottery Bureau are attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves recognizing the Portland Area Service Group as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license and authorizes the City Clerk to complete and return the form resolution attached Exhibit B.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: May 7, 2018

Monique I. Miller, City Clerk

(Non-Profit Domestic Corporation)

ARTICLES OF INCORPORATION

OF

PORTLAND AREA SERVICE GROUP, INC.

(Name of Corporation)

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of Act 327, Public Acts of 1931, as amended, and Act 284, Public Act of 1972, as follows:

ARTICLE I.

The name of the corporation is THE PORTLAND AREA SERVICE GROUP, INC.

ARTICLE II.

The purpose or purposes for which the corporation is organized are as follows:

This corporation shall be organized and operated exclusively for charitable purposes through its services to the senior citizens, handicapped, shut-ins, low income families, minorities, needy families and youth in the Portland, Michigan area. In the furtherance of and not in limitation of the foregoing to provide financial assistance, health services, transportation, home services, social services, recreation and education to those served. This corporation may engage in any activity, in the furtherance of its purpose, that is within the purposes for which corporations may be organized under Act 327, Public Acts of 1931, as amended and Act 284, Public Acts of 1972.

No person shall be denied membership in or services from this organization because of age, race, color, sex or national origin.

This Corporation shall not, as a substantial part of its activity, carry on propaganda or otherwise attempt to influence legislation. Further the corporation shall not allow any part of its net income inure to the benefit of any member.

ARTICLE III.

Said corporation is organized upon a non-stock basis.

(Stock share or non-stock)

(If upon a stock-share basis fill in the following)

The total number of shares of stock which the corporation shall have authority to issue is _____ of the par value of \$ _____ per share.

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows: _____

**Exhibit
A**

MICHIGAN DEPARTMENT OF COMMERCE—CORPORATION AND SECURITIES BUREAU

<p>FILED</p> <p>Michigan Department of Commerce</p> <p>OCT 14 1980</p> <p><i>Miss. M. K. Lakin</i> DIRECTOR</p>	<p>Date Received</p> <p>OCT - 2 1980</p>
<p>CORPORATION NUMBER</p> <p style="font-size: 1.2em;">834-082</p>	

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
(For Use by Domestic Non-Stock Corporations only)

(See Instructions on Reverse Side)

The undersigned corporation executes the following Certificate of Amendment to its Articles of Incorporation pursuant to the provisions of Section 122, Act 327, Public Acts of 1931, as amended:

1. The name of the corporation is THE PORTLAND AREA SERVICE GROUP, INC.

2. The address of its registered office is:
144-146 Kent Street Portland Michigan 48875
(No. and Street) (Town or City) (Zip Code)

3. The following amendment to the Articles of Incorporation was adopted by the members of the corporation in accordance with Subsection (2) of Section 122, Act 327, Public Acts of 1931, as amended, on the 15th day of August, 1980:

4. Resolved, that Article II of the Articles of Incorporation be amended to read as follows: (Any article being amended is required to be set forth in its entirety.)

ARTICLE II.

This Corporation shall be organized and operated for charitable purposes, as described in Section 501(c)(3) of the Internal Revenue Code, through its services to the senior citizens, handicapped, shut-ins, low income families, minorities, needy families and youth in the Portland, Michigan area. In the furtherance of and not in limitation of, the foregoing to provide financial assistance, health services, transportation, home services, social services, recreation and education to those served. This Corporation may engage in any activity, in the furtherance of its purpose, that is within the purposes for which corporations may be organized under Act 327, Public Acts of 1931, as amended, and Act 284, Public Acts of 1972.

No person shall be denied membership in or services from this organization because of age, race, color, sex or national origin.

This Corporation shall not, as a substantial part of its activity, carry on propaganda or otherwise attempt to influence legislation. Further, the Corporation shall not allow any part of its net income to inure to the benefit of any member.

5. The necessary number of members as required by statute were voted in favor of the amendment.
(Refer to part 2 of Information and Instructions appearing on the reverse side of this certificate.)

Signed this 19th day of September, 1980

MAKE REMITTANCE PAYABLE TO:
"STATE OF MICHIGAN"
FILING FEE: \$10.00

By *Harold O. Lakin*, Vice President
(Signature of President, Vice-President, Chairman or Vice-Chairperson)
 Harold O. Lakin, President

(Type or Print Name and Title)

fh



State of Michigan
 Michigan Gaming Control Board
 Office of the Executive Director
 P.O. Box 30786
 Lansing, MI 48909
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

MILLIONAIRE PARTY QUALIFICATION FORM (Local Civic Organization)

For Internal Use Only

The organization must complete this form and submit along with the required qualification documents as noted on the following page(s). **Please allow at least 8 weeks for the qualification process.**

1. Name of Organization <i>Portland Area Service Group</i>			
2. Doing Business As (DBA) (if applicable)		3. US Federal Employer Identification Number <i>38-2071418</i>	
4. Organization Physical Address <i>114 Kent St.</i>			
City <i>Portland</i>	State <i>MI</i>	ZIP Code <i>48875</i>	County <i>Tonia</i>
5. Organization Mailing Address <input checked="" type="checkbox"/> Same as Physical Address			
City	State	ZIP Code	County
6. Telephone Number <i>(517) 647-4004</i>		7. Fax Number ()	8. Date Organization Established <i>1974</i>
9. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee, or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
10. Briefly describe the purpose of the organization			
11. Name of Organization's Principal Officer <i>Ruth Gillis</i>		12. Principal Officer's Title <i>President</i>	
13. Principal Officer Mailing Address <i>707 Kent St.</i>			
City <i>Portland</i>	State <i>MI</i>	ZIP Code <i>48875</i>	County <i>Tonia</i>
14. Email Address <i>---</i>		15. Telephone Number <i>(517) 647-9239</i>	16. Fax Number ()
17. Name of Authorized Contact Person <input type="checkbox"/> Same as Principal Officer <i>Julie Ridenour</i>		18. Authorized contact person's position or role with organization <i>Treasurer</i>	
19. Contact Person Mailing Address <i>2360 E. Grand Rd.</i>			
City <i>Portland</i>	State <i>MI</i>	ZIP Code <i>48875</i>	County <i>Tonia</i>
20. Email Address <i>ridenour65@yahoo.com</i>		21. Telephone Number <i>(517) 388-1721</i>	22. Fax Number ()
The undersigned hereby certifies that the representations, information, and data presented are true, accurate, and complete to the best of the undersigned's knowledge. The undersigned understands that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.			
Principal Officer Signature <i>Ruth Gillis</i>		Date <i>4/27/18</i>	
Authorized Contact Signature <i>Julie F. Ridenour</i>		Date <i>4/27/18</i>	

PLEASE READ CAREFULLY

Please mail this completed form and the required qualification documentation to Michigan Gaming Control Board, PO Box 30786, Lansing, MI 48909 – or email to: Millionaireparty@michigan.gov

If you would like to qualify for a raffle, bingo, or charity game ticket license, please visit the Charitable Gaming Division website at www.michigan.gov/cg for more information.



State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30786
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

The following documentation shall be submitted as part of the qualification process:

Local Civic Organizations can qualify for licensing and shall submit the following information in the name of the organization prior to being approved to conduct a millionaire party event.

1. A detailed purpose letter on organization letterhead indicating the main source(s) of funds received, the main use(s) of funds expended, and the specific purpose of the organization
2. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria
3. A complete copy of the organization's articles of incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated
4. A provision in the bylaws, constitution, charter, or articles of incorporation that states should the organization dissolve, all assets, real property, and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization or
 - B. To the local body of government that granted the resolution
5. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c). (If the organization is not exempt under 501(c), submit a copy of one bank statement per year for the previous five years).
6. A copy of a resolution passed by the local body of government in which the organization conducts its principal activities stating the organization is a recognized nonprofit organization in the community (form attached)
7. A copy of the organization's annual financial statements including income statement and balance sheet information for the previous three years
8. A copy of the organization's annual tax returns for the previous three years (e.g. 990, 990-EZ, or 990-N e-Postcard)
9. A copy of the organization's bank statements for the previous twelve months
10. A copy of the organization's check register for the previous twelve months
11. A copy of the organization's credit card and procurement card statements for the previous twelve months

The organization may be required to provide additional information after the initial documents have been reviewed. If you have any questions or need further assistance, please call (313) 456-4940.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization.



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LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(k)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
 considered for _____.
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
 by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP
 _____ () _____
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE PHONE NUMBER

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, April 16, 2018

In Council Chambers at City Hall

Present: Mayor Barnes; Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Thomas

Guests: Jon Moxey of Fleis & VandenBrink; Cory Grimminck, Librarian for the Portland District Library; Tom Manting of Homeworks Tri-County Electric; Girl Scout Troop 4730 and Parents; Kathy Parsons

The meeting was called to order at 7:00 P.M. by Mayor Barnes with the Pledge of Allegiance led by Girl Scout Troop 4730.

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

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Under Public Comment, members of Girl Scout Troop 4730 asked questions of the Council and Council Member Johnston presented them with lapel pins with the City logo.

Under City Manager Report, City Manager Gorman reported that the Draft Budget for Fiscal Year 2018-2019 was presented to the Council and stated the Budget Workshop will be held on Monday, April 30, 2018.

The donation of property from ADM Alliance Nutrition is nearly completed; once the final documents are recorded the transaction will be final.

The agreement for the DEQ Redevelopment Brownfield Grant has been signed and executed. The kickoff meeting will be held May 3, 2018 at City Hall.

City Manager Gorman noted that he has received the preliminary drawings of Rindlehaven Phase II which will require adoption of an amendment to the original Planned Unit Development.

City Manager Gorman reported that the Muffler Man project is expected to begin soon.

He further noted that additional parking is being added to the property at 1130 E. Grand River Ave. due to the addition of J-Dubb's Signature Subs, which opened on April 6, 2018.

City Manager Gorman stated that he has had discussions with both Portland and Danby Townships in regard to having a feasibility study completed to address structural issues with the PAMA building.

City Manager Gorman further noted that he and Electric Superintendent Hyland have met with representatives of Homeworks Tri-County Electric to discuss the application that was recently submitted

and denied by Council for the installation of a fiber optic network. It is expected that they will resubmit the application soon for consideration by Council at its May 7, 2018 meeting.

Under Presentations, Cory Grimminck, Librarian for the Portland District Library, discussed the library's 2016-2017 Annual Report.

Jon Moxey of Fleis & VandenBrink presented the plans and provided information for the development of street and utility extension on the Cutler Rd. property. The project is expected to go to bid this week with a recommendation for approval to be presented to Council at its May 21, 2018 meeting.

Tom Manting of Tri-County Homeworks Electric presented information on their plan to install fiber optics to their customers which will require a crossing of the Grand River and approval of the METRO Act application that has been under review and discussion.

Mr. Moxey explained the route proposed by Tri-County that would use existing poles to the crossing at the Grand River.

There was discussion regarding a possible timeline for Tri-County to place fiber optic and electric lines underground. Mr. Manting stated he realized that was a priority for the City and acknowledged that there was a missed opportunity when the Ionia Road project was done in 1996. Mr. Manting stated it was the intent of Tri-County's current management to underground the wires they have on poles within the City of Portland.

Mayor Barnes questioned why Tri-County had not made plans to underground the fiber optic cable rather than place it on the poles, only to require it to be moved and placed underground. Mr. Manting stated he did not know why the idea of undergrounding the fiber optic cable had not been considered but they were currently at a point in their project where such consideration could not be given.

Mayor Barnes presented the 2018 Arbor Day Proclamation proclaiming April 27, 2018 as Arbor Day in the City of Portland and indicating seedlings will be distributed at the schools as well as a tree planting across from City Hall in front of Grider Insurance that is planned for Friday, April 27, 2018. The tree will replace the tree that was swept away on video during the tornado in 2015.

Under New Business, the Council considered Resolution 18-29 to approve the Portland Area Fire Authority to seek and award bids for the purchase of a new pumper/rescue vehicle not to exceed \$400,000 and to obtain partial financing for the purchase.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 18-29 approving and authorizing the Portland Area Fire Authority to seek and award bids for the purchase of a new pumper/rescue vehicle and obtain partial financing for same.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Baldyga, Barnes

Nays: None

Adopted

The Council considered Resolution 18-30 to schedule a Special Meeting for a Budget Workshop to discuss the Fiscal Year 2018-2019 Budget at 5:30 P.M. on Monday, April 30, 2018.

Motion by Johnston, supported by Baldyga, to approve Resolution 18-30 to schedule a special meeting of the City Council for a Budget Workshop.

Yeas: Johnston, Baldyga, VanSlambrouck, Fitzsimmons, Barnes
Nays: None
Adopted

The Council considered Resolution 18-31 to schedule a Public Hearing on the Budget proposed for Fiscal Year 2018-2019 on May 7, 2018 at 7:00 P.M.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 18-31 setting a Public Hearing on the Budget Proposed for Fiscal Year 2018-2019.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes
Nays: None
Adopted

The Council considered Resolution 18-32 to approve a Letter of Authorization for Homeworks Connect to extend fiber optic cable across the Grand River as part of their project to provide fiber services to its customers.

Motion by Baldyga, supported by Fitzsimmons, to approve Resolution 18-32 approving, authorizing, and directing the City Manager to sign a Letter of Authorization for Homeworks Connect to extend fiber optic cable across the Grand River.

Yeas: Baldyga, Fitzsimmons, VanSlambrouck, Johnston, Barnes
Nays: None
Adopted

Motion by Baldyga, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on April 2, 2018, payment of invoices in the amount of \$66,646.75 and payroll in the amount of \$117,795.59 for a total of \$184,442.34. Purchase orders to Bader & Sons in the amount of \$6,000.00 for repair of the skid steer, Superior Asphalt in the amount of \$9,337.50 for mill & fill of Lyons Rd. and Looking Glass Ave, and Resco in the amount of \$28,350.00 for kerite wire were also included.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes
Nays: None
Adopted

Under City Manager Comments, City Manager Gorman stated that he and Council Member Baldyga met with Fred Cowles of the MML to discuss environmental issues and creation of a water trail along the Grand River.

City Manager Gorman reminded residents that this year's Community Clean Up day will take place on Saturday, May 5, 2018 from 7:00 A.M. to 3:00 P.M. at the DPW compound. Each household will be limited to one load. Hazardous waste will also be collected the same day at the Fire Department.

Under Council Comments, Mayor Barnes stated that WODA has tentatively scheduled an open house at the Portland School Apartments on May 10, 2018.

Mayor Barnes reminded residents to vote in the upcoming Special Election for the Portland Public Schools Bond Proposal on May 8, 2018

Motion by Fitzsimmons, supported by Baldyga, to adjourn the regular meeting.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 8:14 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the April 16, 2018 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, Baldyga and Johnston; City Manager Gorman; City Clerk Miller; Police Chief Thomas

Public Comment - Members of Girl Scout Troop 4730 asked questions of the Council and Council Member Johnston presented them with lapel pins with the City logo.

Presentation - Cory Grimminck, Librarian for the Portland District Library, discussed the library's 2016-2017 Annual Report.

Presentation - Jon Moxey of Fleis & VandenBrink presented the plans and provided information for the development of street and utility extension on the Cutler Rd. property.

Presentation - Mayor Barnes presented the 2018 Arbor Day Proclamation proclaiming April 27, 2018 as Arbor Day in the City of Portland, indicating seedlings will be distributed at the schools and there is a tree planting planned for April 27, 2018.

Approval of Resolution 18-29 approving and authorizing the Portland Area Fire Authority to seek and award bids for the purchase of a new pumper/rescue vehicle and obtain partial financing for same.

All in favor. Adopted.

Approval of Resolution 18-30 to schedule a special meeting of the City Council for a Budget Workshop.

All in favor. Adopted.

Approval of Resolution 18-31 setting a Public Hearing on the Budget Proposed for Fiscal Year 2018-2019.

All in favor. Adopted.

Approval of Resolution 18-32 approving, authorizing, and directing the City Manager to sign a Letter of Authorization for Homeworks Connect to extend fiber optic cable across the Grand River.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 8:14 P.M.

All in favor. Adopted.

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

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Budget Workshop

Held on Monday, April 30, 2018

In the Conference Room at City Hall

Present: Mayor Barnes; Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga, and Johnston; City Manager Gorman; Finance Officer Kinde; City Clerk Miller

The meeting was called to order at 5:30 P.M.

Mayor Barnes noted his appreciation for how the budget process is conducted.

City Manager Gorman and Finance Officer Kinde presented the Fiscal Year 2018-2019 budget summary reports and the budget in its entirety.

There was discussion.

The workshop was adjourned at 7:51 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

CITY OF PORTLAND INVOICE REGISTER

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AT&T	00686	PHONE SVC - WASTE WATER	68.21
AT&T	00686	PHONE SERVICE - GENERAL	198.42
AT&T	00686	PHONE SERVICE - GENERAL	165.18
AT&T	00686	PHONE SERVICE - ELECTRIC	247.71
AT&T	00686	PHONE SERVICE - WATER, MOTOR POOL	330.35
AT&T	00686	PHONE LINE HYDRO DAM - ELECTRIC	82.57
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	90.00
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	11.09
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	21.51
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	63.19
BASIC	01983	FEE FOR HRAS - GENERAL	324.00
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMB	4.16
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMBULANCE	80.99
BOUND TREE MEDICAL LLC.	01543	SUPPLIES - AMB	149.99
BSN SPORTS	00911	FLAG FOOTBALL FLAGS - RECREATION	169.35
CENTURYLINK	01567	PHONE SERVICE - VARIOUS DEPTS	6.39
CHERRY HILL ESTATES	02081	QUARTERLY ASSOC FEES - ECON DEV	60.06
CLARK HILL PLC	01422	LEGAL SERVICES - GEN, CODE	576.00
DORNBOS, SIGN & SAFETY, INC.	00067	RIVERTRAIL CROSSWALK SIGNS - PARKS	570.80
DORNBOS, SIGN & SAFETY, INC.	00067	RIVERTRAIL CROSSWALK SIGNS- PARKS	848.50
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	1,239.05
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	7.46
CONSUMERS ENERGY	00095	GAS SERVICES - MOTOR POOL	312.78
CONSUMERS ENERGY	00095	GAS SERVICES - PARKS	74.04
CONSUMERS ENERGY	00095	GAS SERVICES - WW	1,157.13
CONSUMERS ENERGY	00095	GAS SERVICE - WTR	27.60
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	800.10
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	91.46
FLEIS & VANDENBRINK	00153	MANAGEMENT AND SYSTEM EVALUATION - ELECTRIC	715.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICES - ELECTRIC	988.63
COOK BROS EXCAVATING	00101	STUMP REMOVAL & HAUL AWAY HYDRO - ELECTRIC	240.00
COOK BROS EXCAVATING	00101	LIMESTONE HYDRO - ELECTRIC	283.00
COOK BROS EXCAVATING	00101	REPLACE ELECTRIC CABLES - ELECTRIC CONSENT AG	15,191.00
CULLIGAN	02130	WATER - GENERAL	13.00
CULLIGAN	02130	WATER - GENERAL	13.00
DORNBOS, SIGN & SAFETY, INC.	00067	SUPPLIES - MAJ STS	95.60
DORNBOS, SIGN & SAFETY, INC.	00067	SUPPLIES - MAJ STS	16.60
DORNBOS, SIGN & SAFETY, INC.	00067	SIGNS - MAJ STS	28.00
DORNBOS, SIGN & SAFETY, INC.	00067	SIGNS - MAJ STS	87.55
DORNBOS, SIGN & SAFETY, INC.	00067	SIGNS - LOC STS	91.40
ELHORN ENGINEERING	00139	5 GAL/CARBOY - WATER	484.50
FAMILY FARM & HOME	01972	CEMETERY SUPPLIES - CEMETERY	79.94
FAMILY FARM & HOME	01972	LP FITTING - MTR POOL	5.49
FAMILY FARM & HOME	01972	SUPPLIES - PARKS/CEM	94.92
FLAGS UNLIMITED LTD	00988	ROPE & FLAG - CITY HALL, COMM PROMO	394.05
FLEIS & VANDENBRINK	00153	GENERAL CONSULTATION - GENERAL	1,081.75
FLEIS & VANDENBRINK	00153	SPARROW SITE IMPROVEMENTS - LOC STS	7,184.54
PHIL GENSTERBLUM	00164	MILEAGE REIMB FEB, MARCH, APRIL - CODE, AMB	853.42
GRANGER CONTAINER SERVICE	00175	REFUSE - REFUSE	12,313.74
GRANGER CONTAINER SERVICE	00175	REFUSE - CEMETERY, PARKS, MTR POOL	374.26
GRAINGER, INC.	00172	SUPPLIES - PARKS	106.56
GRAPHIC EQUIPMENT CORPORATION	02328	PUMP CONTROL SWITCH DIAPHRAM - WASTE WTR	293.45
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	9,300.00
IONIA OCCUPATIONAL HEALTH SERVICES	02275	CDL PHYSICAL - MTR POOL	100.00
JETT PUMP & VALVE LLC	MISC	FLOAT SWITCH - WASTE WATER	32.00
JOHN DEERE FINANCIAL	01818	PARTS - ELEC, WW, MP	611.91
MICHAEL R. KLUCK & ASSOCIATES	02405	LEGAL SERVICES - GENERAL	2,191.74
MIKE JUDD	02450	MARCH BOARD OF REVIEW - ASSESSING	90.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KATHY'S CLEANING	01684	CLEANING SVC - CITY HALL	720.00
KEMIRA WATER SOLUTIONS INC.	01866	FERROUS CHLORIDE - WASTE WTR	1,958.61
KENDALL ELECTRIC	00225	FUSES FOR HYDRO - ELECTRIC	82.74
KENDALL ELECTRIC	00225	FUSES FOR HYDRO - ELECTRIC	67.70
KEUSCH SUPER SERVICE	00228	AC DLECO BATTERY - ELECTRIC	323.00
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - MP	18.00
LACROSSE FORAGE & TURF SEED LLC	02218	EC CHOICE SUN & SHADE MIX GRASS SEED - ELECTRI	705.00
LAW OFFIC CRYSTAL MORGAN PLLC	MISC	TAX APPEAL - ASSESSING	409.50
MENARDS	00260	TOOLS - ELECTRIC	53.42
DOUG LOGEL SR.	02451	MARCH BOARD OF REVIEW - ASSESSING	90.00
MENARDS	00260	LUMBER - MAJ STS	67.78
MENARDS	00260	SUPPLIES - MAJ STS	23.94
MICHIGAN ELECTION RESOURCES	00278	HART V A T BALLOT STOCK - ELECTIONS	15.10
MHR BILLING	01780	BILLING - AMB	1,728.00
HERB MOSSER	02434	MARCH BOARD OF REVIEW - ASSESSING	90.00
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	1,345.00
MUNICIPAL SUPPLY CO.	00324	SAFETY GLASSES - CEMETERY, PARKS	75.00
NORTH GRAND RIVER COOP, INC.	00335	LINENS FOR AMBULANCE - AMBULANCE	113.49
PLB PLANNING GROUP LLC	02504	ZONING CONSULTING - CODE	562.50
PAMA	01370	WORK DONE ON BUILDING - COMM PROMO	201.20
SLICK SHIRTS SCREEN PRINTING	02003	YOUTH SOFTBALL & COACH PITCH SHIRTS - REC	1,178.00
SLICK SHIRTS SCREEN PRINTING	02003	FLAG FOOTBALL SHIRTS - REC	312.75
SLICK SHIRTS SCREEN PRINTING	02003	YOUTH SOFTBALL SHIRTS - REC	42.98
SLICK SHIRTS SCREEN PRINTING	02003	ADULT VOLLEYBALL CHAMP SHIRTS - REC	147.60
SLICK SHIRTS SCREEN PRINTING	02003	COACH SHIRTS - REC	232.50
SPARROW OCCUPATIONAL HEALTH-LANSIN00340		PRE-EMPLOYMENT PHYSICALS - PARKS	367.50
SPARROW OCCUPATIONAL HEALTH-LANSIN00340		PRE-EMPLOYMENT PHYSICALS - POLICE	257.00
STAPLES BUSINESS ADVANTAGE	00426	SUPPLIES - VARIOUS DEPTS	269.10
STATE OF MICHIGAN	00428	SOR REGISTRATION RECEIVED - POLICE	30.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
STRYKER SALES CORPORATION	01753	AMBULANCE FITTING - AMBULANCE	15,214.40
STRYKER SALES CORPORATION	01753	FITTING FOR AMBULANCE- -AMBULANCE	2,917.20
SUPPLYGEEKS	02052	COPY PAPER - GENERAL	319.90
STAR THOMAS	01654	CELL PHONE AND POSTAGE REIMB - POLICE	55.49
TOP QUALITY GLOVES	02227	GLOVES - AMBULANCE	109.00
UTILITIES INSTRUMENTATION SERVICE	02339	WELL#7 TROUBLE SHOOT/REPAIR - WATER	670.00
UTILITY SERVICE CO. INC.	02133	WATER TOWER MAINT SOUTH TANK - WATER RES 12-2	13,516.80
UTILITY SERVICE CO. INC.	02133	WATER TOWER MAINT HILL STREET TANK - WATER RE	4,386.08
WEST MI CRIMINAL JUSTICE TRAINING	MISC	FALL 2017 DISTRIBUTION - POLICE	134.13
WOLVERINE POWER SYSTEMS	02122	LOADBANK TESTING - CITY HALL	590.00
WOLVERINE POWER SYSTEMS	02122	LOADBANK TESTING WELL #4 - WATER	790.00
WOLVERINE POWER SYSTEMS	02122	LOADBANK TESTING WELL #7 - WATER	800.80
WOW! INTERNET-CABLE PHONE	02132	STATIC IP - MP	15.00
WOW! INTERNET-CABLE PHONE	02132	INTERNET, PHONES - POLICE, AMB, COMM PROMO	666.10
HOLLY WIEBER	02481	GYMNASTICS - REC	250.00
AMY WIEBER	02142	GYMNASTICS INSTRUCTOR - REC	90.00
AMBER WIEBER	02143	GYNASTICS INSTRUCTOR - REC	265.00
HEATHER GOODENOUGH	01186	GYMNASTICS INSTRUCTOR - REC	1,150.00
RICHARD SANDS	MISC	BASKETBALL UNIVERSITY REFUND - REC	30.00
JENNIFER REED	MISC	SOFTBALL REFUND - REC	35.00
BROOKE SIMPSON	MISC	FOOTBALL REFUND - REC	35.00
TESSA KREINER	02276	GYMNASTICS INSTRUCTOR - REC	240.00
VERIZON WIRELESS	00470	TELEPHONE & DATA SVC - VARIOUS DEPTS	483.56
ARNOLD RAFFLER	MISC	OVERPAYMENT OF AMB RUN - AMB	535.30
CHROUCH COMMUNICATION, INC.	00082	RADIO PROBLEMS IN AMB 43 - AMB	150.00
CMP DISTRIBUTORS INC.	01745	EQUIPMENT - POLICE	65.90
FOSTER BLUE WATER OIL, LLC	02301	150 GALLONS OF DIESEL WITH DISCOUNT - MP	380.57
SEALMASTER/GRAND RAPIDS	MISC	ASPHALT BINDER PLUS - MAJ STS	314.95
LANSING UNIFORM COMPANY	00962	SHORT SLEEVED SHIRTS - POLICE	93.90

CITY OF PORTLAND INVOICE REGISTER

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RESCO	00392	ELBOWS - ELECTRIC	474.75
RESCO	00392	WIRE - ELECTRIC APPROVED ON 4/16/18	26,964.00
ED FILTER	00540	UMPIRES - REC	96.00
GREG GARN	02185	UMPIRES - REC	120.00
LEAH COOK	02506	SCOREKEEPERS - REC	40.00
KATELYN RUSSELL	02457	SCOREKEEPERS - REC	16.00
HANNAH DENSMORE	02300	SCOREKEEPERS -REC	16.00
INTERSTATE BILLING SVC	00202	GLOVES & SHOVELS - MAJ STS, MP	75.08
I.T. RIGHT	02440	MICROSOFT OFFICE 365 RENEWAL - VARIOUS DEPTS	1,479.60
Total:			\$146,206.06

**BI-WEEKLY
WAGE REPORT
April 23, 2018**

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.	8,931.05	207,199.65	2,224.53	60,409.89	11,155.58	267,609.54
ASSESSOR	913.15	22,396.84	76.97	2,311.07	990.12	24,707.91
CEMETERY	2,837.94	61,337.70	269.00	15,714.90	3,106.94	77,052.60
POLICE	10,912.68	298,861.02	2,908.28	94,861.15	13,820.96	393,722.17
CODE ENFORCEMENT	619.00	15,627.66	88.29	2,977.18	707.29	18,604.84
PARKS	1,223.97	39,345.11	145.51	7,664.83	1,369.48	47,009.94
INCOME TAX	1,907.98	43,368.51	570.97	17,835.25	2,478.95	61,203.76
MAJOR STREETS	2,797.54	74,637.17	630.21	34,084.40	3,427.75	108,721.57
LOCAL STREETS	5,003.63	69,482.04	982.88	31,790.00	5,986.51	101,272.04
RECREATION	2,156.71	36,702.35	301.89	9,659.46	2,458.60	46,361.81
AMBULANCE	11,698.81	262,268.02	1,831.21	51,508.18	13,530.02	313,776.20
DDA	2,163.62	52,166.07	308.75	9,022.58	2,472.37	61,188.65
ELECTRIC	14,949.91	391,458.05	2,423.62	120,023.03	17,373.53	511,481.08
WASTEWATER	8,810.16	210,534.55	1,238.19	67,066.68	10,048.35	277,601.23
WATER	5,779.34	114,018.46	1,523.50	45,551.04	7,302.84	159,569.50
MOTOR POOL	2,069.16	58,262.19	508.05	28,306.30	2,577.21	86,568.49
TOTALS:	82,774.65	1,957,665.39	16,031.85	598,785.94	98,806.50	2,556,451.33

**BI-WEEKLY
WAGE REPORT
May 7, 2018**

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.	9,376.49	216,576.14	2,835.33	63,245.22	12,211.82	279,821.36
ASSESSOR	913.15	23,309.99	69.85	2,380.92	983.00	25,690.91
CEMETERY	3,215.02	64,552.72	1,470.18	17,185.08	4,685.20	81,737.80
POLICE	12,170.52	311,031.54	4,022.67	98,883.82	16,193.19	409,915.36
CODE ENFORCEMENT	618.99	16,246.65	410.92	3,388.10	1,029.91	19,634.75
PARKS	1,371.25	40,716.36	335.36	8,000.19	1,706.61	48,716.55
INCOME TAX	1,907.96	45,276.47	968.37	18,803.62	2,876.33	64,080.09
MAJOR STREETS	2,747.50	77,384.67	1,671.54	35,755.94	4,419.04	113,140.61
LOCAL STREETS	5,255.21	74,737.25	2,676.65	34,466.65	7,931.86	109,203.90
RECREATION	2,156.71	38,859.06	544.86	10,204.32	2,701.57	49,063.38
AMBULANCE	12,805.59	275,073.61	3,402.89	54,911.07	16,208.48	329,984.68
DDA	2,115.38	54,281.45	383.93	9,406.51	2,499.31	63,687.96
ELECTRIC	14,763.76	406,221.81	5,449.30	125,472.33	20,213.06	531,694.14
WASTEWATER	9,043.17	219,577.72	3,294.69	70,361.37	12,337.86	289,939.09
WATER	4,981.51	118,999.97	2,489.57	48,040.61	7,471.08	167,040.58
MOTOR POOL	1,610.89	59,873.08	1,109.45	29,415.75	2,720.34	89,288.83
TOTALS:	85,053.10	2,042,718.49	31,135.56	629,921.50	116,188.66	2,672,639.99

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 5/3/18
MEETING DATE 5/7/18

Fund	Description	Beginning Balance 4/12/18	Total Cash in	Total Cash out	Cash Balance 5/3/18	Time Certificates	Ending Balance 5/3/18	
101	GENERAL FUND	2,347,662.03	153,057.48	(129,584.92)	2,371,134.59	235,000.00	2,606,134.59	
105	INCOME TAX FUND	43,373.88	2,478.95	(5,671.26)	40,181.57	10,000.00	50,181.57	
150	CEMETERY PERPETUAL CARE FUND	40,392.20	150.00	-	40,542.20		40,542.20	
202	MAJOR STREETS FUND	221,951.75	5,815.41	(12,599.18)	215,167.98		215,167.98	
203	LOCAL STREETS FUND	72,714.38	9,932.96	(16,069.51)	66,577.83		66,577.83	
208	RECREATION FUND	12,737.28	4,359.18	(5,120.98)	11,975.48		11,975.48	
210	AMBULANCE FUND	(54,957.32)	226,386.52	(31,396.45)	140,032.75		140,032.75	
245	MSHDA LOFT FUND	-	-	-	-		-	
248	DDA FUND	253,273.50	2,834.27	(9,500.88)	246,606.89		246,606.89	
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25	
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-	
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	600,244.01	-	-	600,244.01		600,244.01	
520	REFUSE SERVICE FUND	13,267.91	10,330.17	(364.16)	23,233.92		23,233.92	
582	ELECTRIC FUND	419,922.22	272,703.23	(102,310.57)	590,314.88	530,000.00	1,120,314.88	
590	WASTEWATER FUND	(115,840.82)	73,348.41	(35,105.05)	(77,597.46)		(77,597.46)	
591	WATER FUND	48,800.98	48,111.66	(26,987.46)	69,925.18	420,000.00	489,925.18	
661	MOTOR POOL FUND	8,910.91	49,969.99	(46,946.57)	11,934.33		11,934.33	
703	CURRENT TAX FUND	6,565.90	-	-	6,565.90		6,565.90	
TOTAL - ALL FUNDS		3,922,381.06	859,478.23	(421,656.99)	4,360,202.30	1,195,000.00	5,555,202.30	
						ELECTRIC-RESTRICTED CASH	400,000.00	400,000.00
						CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
						PERPETUAL CARE CD	130,000.00	130,000.00
						INCOME TAX SAVINGS	883,936.75	883,936.75
						ELECTRIC-PRIN & INT ESCROW	118,826.61	118,826.61
						WASTEWATER DEBT ESCROW	240,686.71	240,686.71
						WASTEWATER REPAIR ESCROW	18,174.85	18,174.85
						DDA-PRIN & INT ESCROW	501.77	501.77
								<u>7,517,328.99</u>

*Customer Deposit Breakdown

Electric	128,000.00
Wastewater	21,000.00
Water	21,000.00
	<u>170,000.00</u>

ELECTRIC-RESTRICTED CASH	400,000.00	400,000.00
CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
PERPETUAL CARE CD	130,000.00	130,000.00
INCOME TAX SAVINGS	883,936.75	883,936.75
ELECTRIC-PRIN & INT ESCROW	118,826.61	118,826.61
WASTEWATER DEBT ESCROW	240,686.71	240,686.71
WASTEWATER REPAIR ESCROW	18,174.85	18,174.85
DDA-PRIN & INT ESCROW	501.77	501.77

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PERIOD ENDING 04/30/2018

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
		AMENDED BUDGET	04/30/2018 NORMAL (ABNORMAL)	MONTH 04/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,008,150.00	1,017,891.25	27,116.84	(9,741.25)	100.97
101-000-428.000	PILOT-GOLDEN BRIDGE MANOR	1,500.00	1,717.81	0.00	(217.81)	114.52
101-000-445.000	PENALTY & INTEREST	3,000.00	6,446.40	1,444.66	(3,446.40)	214.88
101-000-447.000	TAX COLLECTION FEES	40,000.00	43,703.24	1,051.80	(3,703.24)	109.26
101-000-448.000	SPECIAL ASSESSMENT FEES	0.00	6.68	0.00	(6.68)	100.00
101-000-451.000	BUSINESS PERMITS	100.00	100.00	0.00	0.00	100.00
101-000-453.000	CABLE TV FEES	30,000.00	19,179.83	0.00	10,820.17	63.93
101-000-455.000	TRAILER FEES	400.00	444.00	48.00	(44.00)	111.00
101-000-476.000	NON-BUSINESS PERMITS	0.00	2,198.00	2,909.00	(2,198.00)	100.00
101-000-490.000	PREPAID UTILITY BILLS-EL,WA,WW	0.00	3.45	0.00	(3.45)	100.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	900.00	383.24	0.00	516.76	42.58
101-000-570.000	LIQUOR FEES	3,100.00	3,344.55	0.00	(244.55)	107.89
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	70,000.00	56,328.16	0.00	13,671.84	80.47
101-000-575.000	REVENUE SHARING-CONST SALES	304,860.00	269,900.00	50,686.00	34,960.00	88.53
101-000-576.000	REVENUE SHARING-STAT SALES	106,266.00	89,605.00	17,711.00	16,661.00	84.32
101-000-620.000	PBT TESTING FEES	5,000.00	2,560.00	147.00	2,440.00	51.20
101-000-623.000	TRANSCRIPT FEES	1,000.00	458.95	5.50	541.05	45.90
101-000-624.000	MISCELLANEOUS FEES	0.00	268.96	65.00	(268.96)	100.00
101-000-628.000	ADMINISTRATIVE CHARGES	318,857.00	239,283.00	0.00	79,574.00	75.04
101-000-630.000	CEMETERY LOT SALES	1,200.00	4,305.00	225.00	(3,105.00)	358.75
101-000-633.000	CEMETERY CARE FEES	4,000.00	48.00	0.00	3,952.00	1.20
101-000-634.000	GRAVE OPENING FEES	5,000.00	6,700.00	475.00	(1,700.00)	134.00
101-000-656.000	DISTRICT COURT FINES	10,000.00	6,728.05	663.72	3,271.95	67.28
101-000-661.000	PARKING FINES	2,400.00	3,145.00	190.00	(745.00)	131.04
101-000-662.000	DRUG FORFEITURE MONEY	1,000.00	0.00	0.00	1,000.00	0.00
101-000-663.000	MISCELLANEOUS FINES	1,500.00	1,871.00	212.00	(371.00)	124.73
101-000-664.000	SEX OFFENDER REGISTRATION FEES	0.00	250.00	50.00	(250.00)	100.00
101-000-667.000	RENTAL INCOME	0.00	745.00	160.00	(745.00)	100.00
101-000-676.003	DONATIONS-DOG PARK	0.00	100.00	0.00	(100.00)	100.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	0.00	57.38	0.00	(57.38)	100.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	0.00	5,095.49	0.00	(5,095.49)	100.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	15,000.00	36,874.22	1,360.34	(21,874.22)	245.83
101-000-678.007	REIMBURSEMENTS-PAMA	1,500.00	0.00	0.00	1,500.00	0.00
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	50,037.00	0.00	0.00	50,037.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	31,764.00	0.00	0.00	31,764.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	0.00	0.00	32,009.00	0.00
TOTAL REVENUES		2,048,543.00	1,819,741.66	104,520.86	228,801.34	88.83
Expenditures						
100	COUNCIL	244,482.00	91,107.26	0.00	153,374.74	37.27
101	COMMUNITY PROMOTIONS	291,060.00	219,551.77	4,701.83	71,508.23	75.43
172	CITY MANAGER	159,476.00	118,995.19	9,969.79	40,480.81	74.62
191	ELECTIONS	5,110.00	3,745.78	96.31	1,364.22	73.30
201	GENERAL ADMINISTRATION	332,268.00	281,767.36	16,885.25	50,500.64	84.80
209	ASSESSING	48,556.00	36,396.76	2,825.59	12,159.24	74.96
265	CITY HALL	53,889.00	46,276.35	2,814.08	7,612.65	85.87
276	CEMETERY	154,240.00	95,894.63	5,785.18	58,345.37	62.17
301	POLICE	701,921.00	465,817.05	33,732.71	236,103.95	66.36
371	CODE ENFORCEMENT	45,432.00	26,777.76	2,092.93	18,654.24	58.94
728	ECONOMIC DEVELOPMENT	6,960.00	27,404.35	2,619.75	(20,444.35)	393.74
751	PARKS	240,475.00	95,453.93	7,728.46	145,021.07	39.69
TOTAL EXPENDITURES		2,283,869.00	1,509,188.19	89,251.88	774,680.81	66.08

PERIOD ENDING 04/30/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 04/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 04/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 101 - GENERAL FUND						
Fund 101 - GENERAL FUND:						
	TOTAL REVENUES	2,048,543.00	1,819,741.66	104,520.86	228,801.34	88.83
	TOTAL EXPENDITURES	2,283,869.00	1,509,188.19	89,251.88	774,680.81	66.08
	NET OF REVENUES & EXPENDITURES	(235,326.00)	310,553.47	15,268.98	(545,879.47)	131.97
	TOTAL REVENUES - FUND 101	2,048,543.00	1,819,741.66	104,520.86	228,801.34	88.83
	TOTAL EXPENDITURES - FUND 101	2,283,869.00	1,509,188.19	89,251.88	774,680.81	66.08
	NET OF REVENUES & EXPENDITURES	(235,326.00)	310,553.47	15,268.98	(545,879.47)	131.97

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PERIOD ENDING 04/30/2018

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
		AMENDED BUDGET	04/30/2018 NORMAL (ABNORMAL)	MONTH 04/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	702,550.00	718,225.35	254,202.73	(15,675.35)	102.23
	TOTAL EXPENDITURES	690,347.00	641,255.90	493,444.54	49,091.10	92.89
	NET OF REVENUES & EXPENDITURES	12,203.00	76,969.45	(239,241.81)	(64,766.45)	630.74
Fund 150 - CEMETERY PERPETUAL CARE FUND						
Fund 150 - CEMETERY PERPETUAL CARE FUND:						
	TOTAL REVENUES	2,500.00	2,400.00	150.00	100.00	96.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	2,500.00	2,400.00	150.00	100.00	96.00
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	323,000.00	269,971.76	0.00	53,028.24	83.58
	TOTAL EXPENDITURES	322,763.00	240,982.84	10,709.28	81,780.16	74.66
	NET OF REVENUES & EXPENDITURES	237.00	28,988.92	(10,709.28)	(28,751.92)	12,231.6
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	926,390.00	956,759.83	2,189.22	(30,369.83)	103.28
	TOTAL EXPENDITURES	926,339.00	979,288.01	14,696.37	(52,949.01)	105.72
	NET OF REVENUES & EXPENDITURES	51.00	(22,528.18)	(12,507.15)	22,579.18	44,172.9
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	106,300.00	83,223.96	11,679.00	23,076.04	78.29
	TOTAL EXPENDITURES	113,603.00	96,676.72	8,018.08	16,926.28	85.10
	NET OF REVENUES & EXPENDITURES	(7,303.00)	(13,452.76)	3,660.92	6,149.76	184.21
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	576,932.00	644,046.42	229,428.77	(67,114.42)	111.63
	TOTAL EXPENDITURES	631,480.00	650,137.19	36,022.34	(18,657.19)	102.95
	NET OF REVENUES & EXPENDITURES	(54,548.00)	(6,090.77)	193,406.43	(48,457.23)	11.17
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	273,000.00	285,771.76	0.00	(12,771.76)	104.68
	TOTAL EXPENDITURES	264,129.00	149,143.51	6,264.57	114,985.49	56.47
	NET OF REVENUES & EXPENDITURES	8,871.00	136,628.25	(6,264.57)	(127,757.25)	1,540.17
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT						
Fund 406 - CAPITAL IMPROVEMENT FUND-STREET PROJECT:						
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	1,407,900.00	1,288,167.24	0.00	119,732.76	91.50
	NET OF REVENUES & EXPENDITURES	(1,407,900.00)	(1,288,167.24)	0.00	(119,732.76)	91.50
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	112,150.00	114,220.42	12,340.02	(2,070.42)	101.85
	TOTAL EXPENDITURES	111,000.00	115,744.22	0.00	(4,744.22)	104.27
	NET OF REVENUES & EXPENDITURES	1,150.00	(1,523.80)	12,340.02	2,673.80	132.50

User: KRISTINA

DB: Portland

PERIOD ENDING 04/30/2018

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDTG USED
		AMENDED BUDGET	04/30/2018 NORMAL (ABNORMAL)	MONTH 04/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	4,113,225.00	3,025,998.23	291,598.48	1,087,226.77	73.57
	TOTAL EXPENDITURES	4,863,213.00	2,700,336.63	117,058.39	2,162,876.37	55.53
	NET OF REVENUES & EXPENDITURES	(749,988.00)	325,661.60	174,540.09	(1,075,649.60)	43.42
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,291,666.00	873,221.90	70,066.89	418,444.10	67.60
	TOTAL EXPENDITURES	1,441,345.00	778,910.11	33,831.25	662,434.89	54.04
	NET OF REVENUES & EXPENDITURES	(149,679.00)	94,311.79	36,235.64	(243,990.79)	63.01
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	909,089.00	769,803.44	45,922.42	139,285.56	84.68
	TOTAL EXPENDITURES	1,271,679.00	703,090.98	40,627.25	568,588.02	55.29
	NET OF REVENUES & EXPENDITURES	(362,590.00)	66,712.46	5,295.17	(429,302.46)	18.40
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
	TOTAL REVENUES	362,793.00	279,252.68	13,648.26	83,540.32	76.97
	TOTAL EXPENDITURES	425,804.00	321,251.18	9,460.83	104,552.82	75.45
	NET OF REVENUES & EXPENDITURES	(63,011.00)	(41,998.50)	4,187.43	(21,012.50)	66.65
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS						
	NET OF REVENUES & EXPENDITURES	(2,770,007.00)	(642,088.78)	161,092.89	(2,127,918.22)	23.18



**Greg Cook Builders
699 West Parmeter Road
Ionia, Michigan 48846
616.527.2626**

Red Mill Barn
Portland, Michigan

The job description consists of the following work to re-stain the exterior of the barn.

1. Hand wash with TSP and scrub brush the entire red surface of the barn. Pressure wash/rinse the entire surface after hand wash.
2. Replace several boards on south side of barn that have rotted around the porch roof line, caulk large cracks.
3. Mask off all windows, natural wood, decks, roof as needed.
4. Apply 2 coats of stain or paint to all previously coated wood. Application to be done with airless spray and all surfaces to be brushed in by hand.
5. Removal of all masking and clean up.

Materials

1. Tape, paper, and plastic
2. Pine 1x6 boards, galvanized nails
3. Six tubes of caulk
4. One gallon of mineral spirits
5. (35) gallons of solid stain

Materials cost \$1,440.00

Labor cost \$5,500.00

Total\$6,440.00



PROPOSAL

Clare Koenigsnecht

PROPOSAL #111
DATE: MARCH 29, 2018

2121 S. TALLMAN RD.
FOWLER, MI 48835
Phone (989)593-2351

PROPOSAL EXPIRATION DATE MAY 15, 2018

TO Portland City Office
259 Kent St
Portland, MI 48875

JOB NAME: Red Mill

JOB LOCATION: Water St

Clean, Repair & Paint Red Siding on Portland Co-operative Co. Building.

1. Replace & Refasten Siding as Needed.
2. Power Wash & Clean Siding.
3. Apply & Brush Premium Red Stain.
4. Sign Painting Not Included.

WE PROPOSE hereby to furnish material and labor complete in accordance with above specifications, for the sum of NINE FIVE HUNDRED EIGHTY DOLLARS THOUSAND

\$9,580.00

Payments to be made as follows: On Completion of Work

All material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. NOTE: Proposal may be withdrawn by us if not accepted by the aforementioned expiration date from above.

Authorized Signature

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Customer Signature

THANK YOU FOR YOUR BUSINESS!

Subject: Red Mill Proposal

From: member@pep-cloud.com

To: nlogel74@yahoo.com

Date: Wednesday, March 21, 2018 06:05:23 PM EDT

Cutting Edge Painting

15350 S. Hinman Rd.

Eagle, MI 48822

Tel

Cell (517)490-0016

cutting-edgepainting@live.com

<https://m.facebook.com/Cutting-Edge-Painting-251261591720547/>



PROPOSAL

Client Noreen Logel
Address 858 Maynard Rd.
Portland, MI 48875
Tel (517)743-1830
Email nlogel74@yahoo.com
Submitted 3/21/2018 6:03 PM

Job# 1499
Job 858 Maynard Rd.
Address Portland, MI 48875
Tel (517)743-1830
Email nlogel74@yahoo.com
Descr Exterior Repair & Stain
Type COMMERCIAL EXTERIOR

Exterior Repair, Prep & Stain

	NEW COLOR	UNITS/QTY	#COATS	COST
Repair Siding as Necessary		500.00	1	\$1,251.25
Extensive siding replacement to be performed on middle to lower portion of SE side(right side) & lower portion of WSW side(front) and minimal replacement or repair on NW side (left side).				
Wash Siding		4,165.00	1	\$1,110.00
Materials: 2. House Wash: Notes: Entire exterior to be washed using "5 min paint prep".				
Prep & Stain		4,165.00	2	\$5,100.77
Materials: SWP WoodScapes Solid: , 2. Shermax Caulk: , 2. Lift rental: Notes:				

All of previously coated exterior to be caulked & nails set as necessary and finished with the highest quality siding stain from Sherwin Williams.

Materials	\$3,824.37
-----------	------------

EXTERIOR REPAIR, PREP & STAIN SUBTOTAL \$11,286.39

LABOR	\$7,462.02
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MATERIALS	\$3,857.99
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GRAND TOTAL \$11,320.01

50% Down payment required prior to work being performed, with remainder to be paid in full upon completion.



PURCHASE ORDER

City of Portland

P.O. 2777

259 Kent Street
Portland, MI 48875
(517) 647-7531

VENDOR PEERLESS Midwest

DATE:

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>Well # 4 Pump Overhaul</u>			
<u># 591-441-936</u>			

DEPARTMENT HEAD (UP TO \$500) _____

TOTAL 10,000 - 00

Treasurer Initials

Authorized by City Manager
(For Purchases over \$500 and less than \$5,000)



QUOTATION

City of Portland
259 Kent Street
Portland, MI 48875

QUOTE # LGA-061-001

Attn: Mr. Rod Smith

DATE March 2, 2018

REFERENCE Well No. 4 Pump Overhaul

Table with 5 columns: Item, Unit Cost, Unit, Quantity, Total. Includes line items for mobilization, shop labor, and pump repair parts, totaling \$10,000.00.

ACCEPTED BY
TITLE
DATE

PEERLESS-MIDWEST, INC.
Lynn Anderson

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

Held on Thursday, March 22, 2018
In Council Chambers at City Hall

Members Present: Barnes, Gorman, VanSlambrouck, Briggs, Grimminck, Pung, Antaya, Hodge

Members Absent: None

Staff: DDA/Main Street Director Conner Wellman, City Clerk Miller

Guests: Mike Judd; Jon Moxey of Fleis & VandenBrink; Mike Enden of PMI (Preservation Materials International)

Chair Grimminck called the meeting to order at 3:30 P.M.

There was no public comment.

Motion by Barnes, supported by Briggs, to approve the agenda with the additions of the Resignation of Blastic and Consideration of a new secretary and Street Signs/Posts at Kent and Bridge Streets under New Business.

All in favor. Adopted.

Motion by Barnes, supported by Pung, to approve the minutes of the February 15, 2018 meeting.

All in favor. Adopted.

Motion by VanSlambrouck, supported by Hodge, to approve the Treasurer's Report as presented.

All in favor. Adopted.

Under Team Reports, for the Organization and Finance Team Mayor Barnes reported that they will meet next week to process work plans.

Chair Grimminck reported for the Business Enhancement Team that they are still working on the Business/Property Inventory.

Mayor Barnes proposed consideration of a hiring a 3rd party for this project in order to provide more consistency in the results.

Member Briggs reported that the Design Team is working on their work plans.

Under Old Business, Mike Enden of PMI presented information on synthetic skating surfaces.

Jon Moxey of Fleis & VandenBrink presented information on the Toan Park Improvement Project. The grant application to the DNR is due April 1, 2018. If awarded, the grant would provide \$300,000 that would require a \$300,000 match. Other funding sources would have to be considered to fully fund the project that is estimated to cost approximately \$1 million. The potential grant award would not come until next year at which time the final design would be completed.

There was discussion.

Motion by Barnes, supported by Hodge, to commit up to \$350,000 over 4 years for the Splash Pad Development.

There was discussion.

Member Pung went on the record to state her feeling that Toan Park is in better shape than most in the City. She further stated her feeling that infrastructure growth on Kent St. to support business development is a priority. She further stated that she feels the board's position has changed some recently in that funds are not being set aside for infrastructure. She stated that she does not have enough details to support the motion on the table.

City Clerk Miller held a roll call vote.

Antaya – Yes

Hodge – Yes

Pung – No

Briggs – Yes

Grimminck – Yes

VanSlambrouck – Yes

Barnes – Yes

Gorman – Yes

Seven in favor. One opposed. Motion passes.

Director Conner Wellman presented the Fiscal Year 2018-2019 Budget.

Motion by Barnes, supported by Briggs to approve the proposed Fiscal Year 2018-2019 Budget.

Member Pung stated that when the Organization & Finance Team met they had discussed reducing the Fund Balance and putting the funds in the Capital Improvement line item.

Director Conner Wellman stated that she had heard this as well, when meeting with the Design Team they had suggested meeting in the middle to reflect what would actually be available each year. The money would still be available when needed.

Member Pung stated that during the O&F meeting it was discussed that \$40,000 should be left in the Fund Balance with the remainder to be moved to Capital Improvements; she recommended moving the funds as discussed.

There was discussion.

City Clerk Miller held a roll call vote.

Antaya – Yes

Hodge – Yes

Pung – No

Briggs – Yes

Grimminck – Yes

VanSlambrouck – No

Barnes – Yes

Gorman – No

Five in favor. Three opposed. Motion Passes.

Under New Business, Director Conner Wellman stated she will be accepting bids for painting of street lights and weed control to take place this summer.

Director Conner Wellman stated that a 15-Year Main Street Celebration will be held on Thursday, July 19, 2018 at the Bandshell prior to the Thursdays on the Grand event.

Director Conner Wellman noted that new reporting regulations will add transparency and credibility to the program. A business and property owner inventory is required.

Director Conner Wellman noted that she received a letter of resignation from Member Blastic and thanked him for his service to the community. As Member Blastic was the secretary of the DDA a nomination for a new secretary is required.

Motion by Barnes, supported by Gorman, to nominate Member Briggs as Secretary.
All in favor. Adopted.

Director Conner Wellman presented information on the improving the Do Not Enter signs at Kent and Bridge Sts. to look similar to the Stop signs at Maple and Bridge Sts. This project will cost approximately \$1,500.00. The DPW will supply the labor.

Motion by VanSlambrouck, supported by Hodge, to improve the signs at Kent and Bridge Sts.
All in favor. Adopted.

Under the Director Report, Director Conner Wellman stated that there is progress on the website with stakeholder engagement. She has been attending trainings for the Redevelopment Ready Communities on Capital Improvements, the Michigan Downtown Association on Legislative and Best Practices, the Michigan Main Street Director Training and Best Practices and will attend the National Main Street Conference next week. She has also met with the Garden Club, the Friends of the Red Mill, and the Community Fund. She has upcoming meetings with the Historical Society, the VFW, and the Portland Area Service Group.

There were no Board Member Comments.

Motion by VanSlambrouck, supported by Pung, to adjourn the meeting at 4:50 P.M.
All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary

Date: April 19, 2018

REPORT OF FUNDS IN DDA AS OF: April 13, 2018

PRINCIPAL & INTEREST ACCOUNT

AMOUNTS

PREVIOUS BALANCE: 3/16/2018 \$ 501.77

NEW BALANCE: 4/13/2018 **\$ 501.77**

REGULAR ACCOUNT

PREVIOUS BALANCE: 3/16/2018 \$ 255,470.18

INTEREST EARNED: \$ 11.14

DEPOSITS:

Photo Contest Winner \$ 1,000.00

CHECKS WRITTEN:

Ck No. Payee:

AMOUNTS

CITY OF PORTLAND - Telephone Service April, On the Street, IT Annual
Contract, Credit Card Charges \$ 1,025.76

TINA CONNER WELLMAN - Cell Phone Reimbursement & Exp Reimbursement
\$ 118.48

TOTAL CHECKS \$ (1,144.24)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 3/26/18 - 4/9/18 \$ (5,019.78)

TRANSFER FOR EQUIPMENT USAGE \$ (36.87)

TOTAL EXPENSES: \$ (6,200.89)

NEW BALANCE: 4/13/2018 **\$ 250,280.43**

PORTLAND ECONOMIC DEVELOPMENT CORPORATION

Minutes of the Special Meeting
Held at 7:00 P.M., April 24, 2017
City Hall Executive Conference Room
City Hall, 259 Kent St., Portland, Michigan

Present: Clement, Foote, Fitzsimmons, City Manager Gorman

Absent: Abel, Lakin, Smith

Staff: City Clerk Miller

Guests: None

The meeting was called to order at 7:16 P.M. with the Pledge of Allegiance.

Motion by Fitzsimmons, supported by Foote, to approve the agenda as presented.
All in favor. Approved.

Motion by Foote, supported by Fitzsimmons, to approve the Minutes of the February 27, 2017 meeting as presented.
All in favor. Approved.

Under New Business, City Manager Gorman presented the proposed license agreement to farm the development property at Cutler Rd. and Grand River Ave. Due to the recent purchase of approximately five acres by Sparrow City Manager Gorman noted that he had contacted their representatives for their consent. They stated that they have no problem with the property they are purchasing being farmed this season.

City Manager Gorman stated that the proposed price in the agreement; he will do more research to confirm that the price is appropriate.

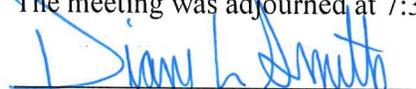
Motion by Fitzsimmons, supported by Foote, to recommend the license agreement for Francis Hoerner to farm the development property at Grand River Ave. and Cutler Rd. to City Council for their approval contingent on City Manager Gorman confirming the rental price.
All in favor. Approved.

There was continued discussion regarding the purchase of the development property by Sparrow.

There was discussion of other potential development in Portland.

Motion by Foote, supported by Fitzsimmons, to adjourn the meeting.
All in favor. Approved.

The meeting was adjourned at 7:33 P.M.



Diane Smith, Secretary

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

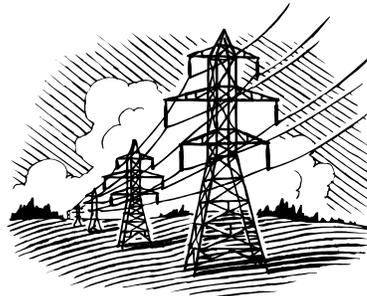
April 1, 2018
March 1-31, 2018

HYDRO GENERATION	179,468		
DIESEL PRODUCTION	0		
Kwh Purchased	2,933,314	Amount Paid	\$ 170,097.88
Total Kwh Purchased	3,112,782	Total Dollars Paid	\$ 170,097.88

Kwh Billed		Dollars Billed	
Residential	1,231,105	PCA Billed	\$ 13,688.85
Commercial	675,400	Residential	\$ 131,485.38
Large General	710,320	Residential EO Charge	\$ 2,231.96
City St. Lites Metered	27,107	Geothermal Discount	\$ (246.38)
St. Lites Unmetered		Commercial	\$ 72,120.85
Rental Lights		Commercial/LG EO Charge	\$ 2,413.92
Demand	2,232	Large General	\$ 49,453.57
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 2,291.60
		St. Lights Unmetered	\$ 1,543.05
Total Kwh Billed	2,646,164	Rental Lights	\$ 253.24
		Demand	\$ 13,111.97
Arrears after billing	\$ 11,775.48	Tax	\$ 10,801.75
Penalties Added	\$ 2,430.58		
Arrears end of month	\$ 34,306.67	Total Dollars Billed	\$ 299,168.16
Fuel Cost Billed	\$ 14,206.74		
Amount Collected	\$ 309,804.30	Power Cost Adj.	.00520
Total Adjustments	\$ (7,476.50)		

Residential Customers	2,243
Commercial Customers	326
Large General	15
Total Customers	2,584

04/04/18



**CITY OF PORTLAND
April-18**

WATER DEPARTMENT REPORT

MONTH	Mar-18	PERIOD COVERED	March 1-31, 2018
Customers Billed		Penalties Added	\$ 384.52
City	1,828	Dollars Collected	\$ 44,622.09
Rural	25	Arrears at end of Month	\$ 6,393.11
Total Customers	1,853	Adjustments	\$ 189.26
		Gallons Pumped	8,340,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	7,334,543		\$ 44,093.39
Rural	140,773		\$ 1,531.32
Total	<u>7,475,316</u>		<u>\$ 45,624.71</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,788	Dollars Billed	\$69,755.84
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 69,755.84

Penalties Added	\$ 614.67
Dollars Collected	\$ 69,521.61
Arrears at end of Month	\$ 9,500.30
Adjustments	\$ 316.00
Gallons Treated per Million	11.80



City Of Portland
Water Department
Monthly Water Report
April 2018

Monthly Water Production

Well #4	5,409,000 Gallons
Well #5	5,100 Gallons
Well #6	5,821,000 Gallons
Well #7	44,000 Gallons

Daily Water Production

Well #4	180,300 Gallons
Well #5	170 Gallons
Well #6	194,033 Gallons
Well #7	1,467 Gallons

Daily Average Water Production for All Wells

375,970 Gallons

Total Water Production for the Month

11,279,100 Gallons

Total Water Production for the Previous Month

8,340,000 Gallons

Total Production increased by

2,939,100 Gallons

Total Production for This Month from the Previous Year

10,793,400 Gallons

Total Production increased by

485,700 Gallons

Rodney D. Smith Jr.
Water Technician

PORTLAND WASTEWATER TREATMENT PLANT REPORT FOR April 2018

NPDES COMPLIANCE

The City WWTP was in compliance with the NPDES permit limitations for the month of April 2018. Complete copies of all discharge Monitoring Reports are on file at the WWTP.

OPERATIONS

The WWTP treated **11.2 million gallons** and discharged **8.5 million gallons** for the month of April. The CBOD was 5 ppm, the Total Suspended Solids was 6 ppm, the phosphorus was 0.6 ppm, and the Fecal Coliform was 40 counts/100ml.

The WWTP received a truckload of Ferrous Chloride for Phosphorus removal early in the month. Kemira Water Solutions still provides the best pricing for this product and they provide excellent service.

April is a very anxious month at the WWTP as we run out of storage space for our Biosolids. We normally have the Biosolids removed as late in December as possible, but this is subject to the ground freezing which prevents the subsurface injection of the material. We cannot apply during the winter months so we have to store the Biosolids until we can coordinate with local load weight restrictions being removed, the sludge haulers schedule, and the most unpredictable weather. There have been years that we have had to extend into May before all of the above conditions can be met. This past winter we had to resort to storing Biosolids in tanks that are not designed for that purpose. The lack of storage ends up with a very dirty supernatant recycle to the plant which eventually can cause severe treatment problems. More sludge storage is seriously needed.

The MDEQ scheduled an informal visit to the Portland WWTP during April. The purpose of the visit was to familiarize our new Senior Environmental Quality Analyst with our plant and treatment process. She was accompanied by the MDEQ District Engineer. We were able to share some of the inadequacies of the C2AE upgrade design with them and how difficult it can become at times. They observed the sludge storage problem and the problems associated with the treatment from the dirty digester supernatant.

Wolverine Power performed the scheduled annual maintenance and load bank testing on the three WWTP standby generators. They found that the battery charger on the WWTP generator had failed and as a result it ruined the battery. Authorization to have it repaired was obtained and they were able to complete the repair while they were here.

Past experience has always shown that tree roots grow the most over the winter. We regularly schedule root cutting procedures in the known root trouble-spots in the City main in March of each year. This year we discovered several new root problems which caused sewage backups. As we become aware of the problem we address it in what we consider to be most appropriate means. Most times the jet rodder root cutter attachment is all that is needed. However some have become so bad that excavation is required to remove the roots. The manageable root problems are added to the collection system preventative list as they are found. Whenever possible, we attempt to eliminate these problems permanently during a street rebuild project.

Maintenance & Capitol Expenses for April 1, 2018 to April 30, 2018

ITEM	COST
Tom's Do It Center – Hoover Vacuum for WWTP office	\$ 119.99
USA Bluebook – Stenner pump head and Santoprene tubes	\$ 218.69
Kemira Water Solutions – Truckload of FeCl2	\$ 1958.61
Gross Machine – Repair	\$ 50.00
Bader & Sons – Hose fitting repair to Jet Rodder	\$ 24.20
Jett Pump – Off Float Switch	\$ 32.00
Wolverine Power – New Battery & Charger for WWTP Generator	\$ 881.89
Charter Machine – Pump Switch Diaphragms	\$ 293.45
Total Monthly Expenses	\$ 3578.83
Total Spent YTD	\$ 52176.26

WASTEWATER COLLECTION SYSTEM ACTIVITY

Sewer Trouble Spots sections cleaned	3075 ft.
Routine cleaning	0 ft.
Sewer call outs due to building services	1
Sewer call outs due to plugged City main	2
New connections to sewer main	0
Building Services Televised	3
Building Services Inspected	0
City Main Televised	0

SEWER CALLOUTS

April 3, 2018

At 9:20 AM a call was received by the WWTP that a homeowner on Hill St. was experiencing sewage backing up in their toilet. When the WWTP workers arrived on scene, they proceed to check the flow in the upstream and downstream manholes. There was no flow in the downstream manhole. The WWTP workers used the Jet Rodder truck to clean the main. They encountered an obstruction at 100' – 110'. They used the root cutter to clear the blockage in the main. No damages were noted to the homeowner's house.

April 9, 2018

A call was received by the WWTP at 7:40 AM from a homeowner on Riverside Drive that they had sewage backing up into the basement. They had been gone for two and one half weeks on their honeymoon and discovered the backup upon their return. When the WWTP workers checked the flow in the main, they found that the sewage was backed up in the upstream manhole. Using the Jet Rodder truck, they were able to relieve the blockage. Extensive damages had occurred to the basement. Pictures and documentation of the event was prepared. It was recommended to the homeowner that they also have the house service lateral professionally cleaned since there was still standing water in the basement floor drain and that the WWTP operators could return and televise the service. The WWTP workers also televised the city main where a full blockage of roots was found. Attempts were made to remove the roots with the root cutter with no success. Plans are currently in process to have the spot excavated and the root blockage removed.

April 9, 2018

A call was received by the WWTP at 8:15 AM from a homeowner on Riverside Drive that they had sewage backing up into the basement. WWTP workers were dispatched to investigate the cause of the problem. They checked the flow in the upstream and downstream manholes and found it to be normal. The problem was a blockage in the house service lateral and the workers recommended that the homeowner contact a plumber for assistance. They also suggested that they call when the line is clear to have it televised.

Respectively Submitted,
Doug Sherman
WWTP Superintendent

**PORTLAND POLICE DEPARTMENT
STATISTICAL INFORMATION
APRIL 2018**

Calls for Service

Dispatched	108
Patrol Originated	6
Follow Up Complaints	48
Assist to PPD	2
Assist to Fire / EMS	12
Assist Other Depts	6

Other Functions

Subpoena Service	0
PBT's	46
Special Events	0
School Contacts (general)	8
Training	19
Administrative	154

Traffic Stops

Total Stops	70
Traffic Citations	23
Verbal Warnings	57
Parking Citations	8

Other

Physical Business Checks	
Interior	112
Exterior	168
Patrol Contacts	338

Arrests (Excluding Juvenile Apprehensions)

Misdemeanor Persons	6
Misdemeanor Charges	12
Felony Persons	1
Felony Charges	1

Criminal Sexual Conduct	2	Operating While Intoxicate	2
Assault	2	Driving Law Violations	3
Larceny	1	Juvenile	3
Counterfeit / Forgery	1	Accidents	6
Fraud	2	Accidents - private property	1
Retain Fraud (shoplifting)	1	Business Alarms	3
Damage to Property	2	Assists - other LE, DHS, City	5
Misc Warrant Arrest	3	Assists - Ambulance	13
Disturb Peace	1	Civil Disputes	5
Disobrdlerly Conduct	2	Other	65



Portland Ambulance

773 E. Grand River Ave. Portland, MI 48875

(517)647-2935 Fax (517)647-2940

Monthly Ambulance Report

April 2018

The month of April slowed a little bit compared to the previous couple months but we were still above our monthly average by about a dozen calls. We are currently ahead of last year's numbers at the end of April. Second out truck did 7 calls. We handed 1 call over to Life as we had a busy evening with 4 calls in 2 hrs.

The new truck was placed in service April 5th and has been serving us well so far. Everyone likes the fact that now the first 2 trucks out have about identical boxes on them and the electronics are the same. Also the new truck has the newly required cot mounting system in it resulting in the need for the power lift cot. While the cot itself does weigh a few more pounds, it does do all the heavy lifting of the cot with patient on it.

We had 1 staff member resign effective the end of April while they are pursuing a nursing degree. We have an employee who recently finished his orientation and has been placed on the schedule. I have 2 people who should be returning apps soon, one of which was a long term employee previously with us who relocated to the Cadillac area when he accepted a job with the State of MI. He recently took a transfer down here to Lansing and is wishing to join our department again.

The 800 MHz system is being held up by the State. Apparently they were backlogged and are playing catch up in getting new talk groups assigned. Once that is completed for us we will begin migrating towards that system. Hopefully we'll be fully functioning on it by midsummer.

Respectfully submitted,

Phil Gensterblum

Ambulance Director

City of Portland Ambulance

IONIA COUNTY BOARD OF COMMISSIONERS

**April 24, 2018 - 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 Closed Session Minutes of April 10, 2018
 - C. Approve per diem and mileage
 - D. Approve payment of General Fund payroll and accounts payable for the month of March 2018 - \$1,051,414.87
 - E. Approve payment of Health Fund bills - \$87,625.30
 - F.
- VIII. Unfinished Business**
 - A. Action on PA116 – MarLyle LLC
 - B. Appointments
 - 1. Area Agency on Aging of Western Michigan Advisory Council – One three-year appointment – one applicant
 - 2. Community Corrections Advisory Board – One appointment – Media Representative – one applicant
 - 3. Economic Development Corporation/Brownfield Redevelopment Authority – Three three-year appointments – three applicants
 - 4. Land Bank Authority – Two three-year appointments – one applicant
 - C. Approval of furniture proposal
 - D.
- IX. New Business**
 - A. Annual Equalization Report
 - B. Budget Amendment –Drug Grant Budget

- C. Request to fill Bertha Brock Park part-time seasonal employee position
- D. Request to replace Mail Machine
- E. Request for approval of FY2019 Older American Act Continuation of Funding
- F.

X. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. County Administrator

XI. Reports of Special or Ad Hoc Committees

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

XIII. Closed Session

XIV. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- Community Corrections Advisory Board – Two terms with no set expiration date – One position serves as a Media Representative and one serves as a Business Community Representative.
- Construction Board of Appeals – Two two-year terms, expiring October 2019. One of these positions serves as an alternate member.
- Parks Advisory Board – Two two-year terms expiring January 2019, one which serves as a Member-at-Large from the Lyons Area, and one which serves as a General Public Representative.

Non-Commissioner Appointments for consideration in the month of May 2018: None

Non-Commissioner Appointments for consideration in the month of June 2018: None

IONIA COUNTY BOARD OF COMMISSIONERS

**May 8, 2018 - 3:00 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. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Resolution to Approve Ballot Proposal for New Additional Millage for Highway, Road, and Street Purposes, Including Bridges, within Ionia County
 - B. National Correctional Officers and Employees Week Resolution
 - C. Agreement with Village of Lake Odessa for Sheriff's Office Services
 - D. Ratify submission of Community Corrections Grant Agreement
 - E. Request for approval of funding for FY18 Community Corrections Program
 - F. Approval of National Environmental Public Health Internship Program
 - G. Approval of addition to Health Department Fee Schedule
 - H. Approval of Revised Parking Lot Policy
 - I. Website Redesign request
 - J. Acknowledgement of Applications for Appointment
 - 1. Land Bank Authority – Fill vacancy expiring April 2021
 - 2. Parks Advisory Board – Fill vacancy expiring January 2019
 - 3. Community Corrections Advisory Board – Fill vacancy for Business Community Representative
 - K.

IX. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. County Administrator

X. Reports of Special or Ad Hoc Committees

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

XII. Closed Session

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- Community Corrections Advisory Board – One term with no set expiration date – This position serves as a Business Community Representative.
- Construction Board of Appeals – Two two-year terms, expiring October 2019. One of these positions serves as an alternate member.
- Land Bank Authority – One three-year term expiring April 2021.
- Parks Advisory Board – Two two-year terms expiring January 2019, one which serves as a Member-at-Large from the Lyons Area, and one which serves as a General Public Representative.
- West Michigan Regional Planning Commission Comprehensive Economic Development Strategy Committee – One one-year term, expiring December 2018.

Non-Commissioner Appointments for consideration in the month of June 2018: None

Non-Commissioner Appointments for consideration in the month of July 2018: None