



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

7:00 P.M. Monday, February 4, 2019  
City Council Chambers  
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u></b> (5-minute time limit per speaker)	
7:04 PM	<b>V. <u>City Manager Report</u></b>	
7:15 PM	<b>VI. <u>Presentations</u></b>	
7:15 PM	<b>A. DDA/Main Street Director ConnerWellman – Downtown Report</b>	
7:15 PM	<b>VII. <u>Public Hearing(s)</u></b> – None	
7:15 PM	<b>VIII. <u>Old Business</u></b> - None	
7:15 PM	<b>IX. <u>New Business</u></b>	
7:15 PM	<b>A. Proposed Resolution 19-05 Approving the Michigan Main Street Program Community Requirements and Expectations Agreement</b>	Decision
7:18 PM	<b>B. Proposed Resolution 19-06 Approving the Michigan Public Power Agency’s (MPPA) Recommendation for the City’s Board of Light and Power to Join the Coldwater Peaking Service Committee</b>	Decision
7:20 PM	<b>C. Proposed Resolution 19-07 A Resolution to Amend the Budget for Fiscal Year 2018-2019</b>	Decision
7:25 PM	<b>X. <u>Consent Agenda</u></b>	Decision
7:25 PM	<b>A. Minutes &amp; Synopsis from the Regular City Council Meeting held on January 21, 2019 and Council Goal Session held on January 28, 2019</b>	
7:25 PM	<b>B. Payment of Invoices in the Amount of \$95,172.32 and Payroll in the Amount of \$111,133.65 for a Total of \$206,305.97</b>	
7:25 PM	<b>C. Purchase Orders over \$5,000.00</b>	
7:25 PM	1. Michael R. Kluck & Associates in the Amount of \$5,545.96 for Legal Services	
7:25 PM	<b>XI. <u>Communications</u></b>	
7:25 PM	<b>A. Water Department Report for January 2019</b>	
7:25 PM	<b>B. MPSC Notice of Hearing for Consumers Energy</b>	

**Estimated  
Time**

7:30 PM

7:35 PM

7:40 PM

7:45 PM

**XII. Other Business - None**

**XIII. City Manager Comments**

**XIV. Council Comments**

**XV. Adjournment**

**Desired  
Outcome**

Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 19-05**

**A RESOLUTION APPROVING THE MICHIGAN MAIN STREET PROGRAM  
COMMUNITY REQUIREMENTS AND EXPECTATIONS AGREEMENT**

**WHEREAS**, the Michigan Main Street Program has a contract with the National Trust for Historic Preservation, National Main Street Center, in Washington D.C. to provide technical expertise, training, and services to designated Michigan communities; and

**WHEREAS**, the City of Portland Main Street Program is a designated community that has successfully completed all of the requirements and expectations at the Selected Level and has been accredited, by the Michigan Main Street Program; and

**WHEREAS**, the Michigan Main Street Program requires an agreement with accredited communities for the purpose of setting forth the requirements and expectations for the Local Main Street Program pursuant to its designation as a Master Michigan Main Street Community and pursuant to the contractual arrangement between the Michigan Main Street Program and the National Trust for Historic Preservation, National Main Street Center, in Washington D.C, a copy of which is attached as Exhibit A; and

**WHEREAS**, the City of Portland desires to continue its Michigan Main Street Program in the community.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The City Council approves, authorizes, and directs the City Manager to sign the Michigan Main Street Program Community Requirements and Expectations Agreement Master Level, 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:** February 4, 2019

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

# Michigan Main Street Program Community Requirements and Expectations Agreement

## Master Level

THIS AGREEMENT is entered into and executed by the Michigan Economic Development Corporation (“MEDC”), whose address is 300 N. Washington Square, Lansing, MI 48913, and the Community of \_\_\_\_\_, County of \_\_\_\_\_, State of Michigan (the “Community”) whose address (City, State, Zip Code) is \_\_\_\_\_, and its Local Program (“Local Program”) whose address (City, State, Zip Code) is \_\_\_\_\_, each of such parties being a “Party” to this Agreement, for the purpose of implementing the MEDC Michigan Main Street Program (“MEDC/MMS Program”) in the community.

WHEREAS, MEDC has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Chicago (the “NTHP NMSC”), to provide technical expertise, training and services to designated Michigan communities;

WHEREAS, the Community and Local Program have successfully completed all requirements and expectations of the Selected Level (which is the initial level of participation in the MEDC/MMS Program) and have been accredited based on the Ten Standards of Performance by the NTHP NMSC as outlined in Attachment 1;

WHEREAS, this Agreement is for the purpose of setting forth the MEDC/MMS Program requirements and expectations for the Community’s Local Program, pursuant to its designation as a Master Michigan Main Street Community and pursuant to contractual arrangements between the NTHP NMSC and MEDC, so as to assist in the revitalization of the designated Local Program area of \_\_\_\_\_, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the parties have agreed to do as follows:

### **SECTION I. The Community and its Local Program agree to these Minimum Participation Standards:**

1. Employ a full-time (no less than forty (40) hours per week) program director for Local Program who will be responsible for the day-to-day administration of the Main Street program in the Community, and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, Local Program must make all efforts to hire a new director within a reasonable amount of time. Generally, an interim director should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.

2. Maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach, to actively lead Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.
3. Fund Local Program for the term of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled the MEDC/MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of Local Program. If the Community is temporarily without a program director or the program director is unable to attend, then a representative from the Community is required to attend in their place.
  - B. Absenteeism: An unexcused absence by the Local Program director, or a representative from the Community, will result in the suspension of all services. Once services are suspended, a written warning to the chair of the board and the program director will be issued requesting an explanation on why training sessions have not been attended. Services will be reinstated once training issues are resolved.
  - C. Full-time equivalent (FTE): At minimum, one (1) individual from the community must be present for the entirety of the provided service. It is acceptable for two (2) individuals to divide the time between them, as long as the community is represented for the entirety of the provided service.
    - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC Quarterly Training.
    - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC Quarterly Training.
5. Submit complete and accurate monthly reports by the 10<sup>th</sup> of each month on the form provided by the MEDC/MMS Program.
6. Submit complete and accurate annual reports by the first Friday in f August each year on the form provided by the MEDC/MMS Program. (All such monthly and annual reports being hereinafter referred to as “**Reports.**”)
7. Maintain a current membership in the National Main Street Center Network.
8. Continue to meet the Ten Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Community must meet these standards at the end of each two-year period or this Agreement will be terminated

and the Community will no longer be a MEDC/MMS certified community. All rights associated with the Community's participation in the MEDC/MMS Program will be revoked including the right to use the MEDC/MMS Program name and logo.

9. Utilize the MEDC/MMS Program name and logo with the MEDC/MMS Program pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MEDC/MMS Program name and logo are trademark protected. Any MMS road signs given to the Community by the MEDC/MMS Program are property of the MEDC/MMS Program and shall be returned if the Community is no longer a MEDC Community. See Section III, Number 3, of this Agreement.
10. Maintain Local Program's boundaries and organization structure approved upon the Community's designation as a MEDC/MMS community. Changes to either of these require MEDC/MMS Program approval as it could affect the services provided to the Community.
11. Understand all requirements of this Agreement must be met regardless of changes within the Local Program, such as temporary displacement of program director. If requirements of this Agreement are not met, MEDC/MMS Program services will be suspended, and a written warning to the Chairperson of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met, MEDC/MMS Program services will be reinstated. If requirements continue to not be met, this Agreement will be terminated and Community will no longer be a MEDC/MMS community. All rights associated with the Community's participation in the MEDC/MMS Program will be revoked, including the right to use the MEDC/MMS Program name and logo.
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of its rights and responsibilities under this Agreement. The Community and the Local Program further acknowledge that the MEDC/MMS Program is not responsible to the Community and the Local Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MEDC/MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as a MEDC/MMS Community.

**SECTION II. The MEDC/MMS Program agrees to provide these services:**

1. Provide customized program training and technical assistance to each MEDC Community. Training and technical assistance are anticipated as follows, but may be modified by the MEDC/MMS Program, in its sole discretion, to meet programmatic needs:

**Program Services provided to Master MEDC/MMS Communities:**

- Manager Selection Assistance (C)\*
  - Board Training (C)\*
  - Manager Training (C)\*
  - Work Plan Training (C)\*
  - Committee Training (C)\*
  - Main Street Building Basic (C)\*
  - Design Services – remainder of services to the Community from Selected Level
  - MEDC/MMS Quarterly Trainings
  - Branding Service (C)\*
  - Retail Merchandising (C)\*
  - Biennial Program Evaluations (C)\*
  - Accreditation w/ the National Main Street Center
  - MEDC/MMS Listserv Opportunities
  - Mentoring Opportunities
  - Eligible for seat on MEDC/MMS Advisory Committee
- 

\* (C) = Services provided within community

2. Conduct MEDC/MMS Quarterly Forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MEDC/MMS Communities.
3. Conduct a Biennial Program Evaluation for each Master Level Local Program. In order to receive this service, the Community and Local Program must be in compliance with the above Minimum Participation Standards (Section II.1 above)
4. Conduct a Check-in Visit for each Master Level Local Program, to occur in alternating years with the above Biennial Program Evaluation (II.3). The year following acceptance of Local Program into the Master Level, the Check-in Visit will be performed in order to informally assess and advise Local Program. The next year, the Biennial Program Evaluation will occur, and the schedule will continue to alternate as such for the term of this Agreement.
5. Provide advice, information, and additional on-site assistance to the Community, Local Program, its staff, and its Board of Directors upon request by Local Program and subject to the MEDC/MMS Program schedule, program constraints, staff availability, and costs associated with the request. MEDC may request the assistance of other State or Federal agencies.
6. Provide one (1) Design 101 Training workshop and the remainder of Design Services not utilized during the Community's participation in the Selected Level. The Design Services may be scheduled according to the Community's needs with

a maximum of three (3) services provided per year as long as Local Program is in compliance with this Agreement.

7. Invite all Master MEDC communities to attend training and technical assistance opportunities in the other Selected or Master MEDC Communities.
8. Accredite, on behalf of the NTHP NMSC, all eligible MEDC communities that meet the above Minimum Participation Standards (Section II.1) and the NTHP NMSC Ten Standards of Performance outlined in Attachment 1.

### **SECTION III. The PARTIES hereto otherwise agree as follows:**

1. **TERM OF THE AGREEMENT.** This Agreement, beginning \_\_\_\_\_, 2015 shall remain in effect until the earlier of \_\_\_\_\_, or such time as the “**Termination or Cancellation**” provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III.17.
2. **CONFIDENTIAL INFORMATION.** Except for information provided to MEDC at its request or as part of this Agreement, the Community, Local Program, and their employees, agents, and representatives shall not disclose, other than to the extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community and/or Local Program by MEDC (“**Confidential Information**”) without the written consent of MEDC. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Program from a third party with authorization to make such disclosures or is released with MEDC’s prior written consent.
3. **LICENSING OF CERTAIN MARKS.** MEDC grants to Local Program a license to utilize the MEDC/MMS Program trade names, trademarks, logo, and/or service marks (“**MEDC Marks**”) for the express purpose of publicizing the Community’s selection and involvement as a the MEDC/MMS Program Community. Local Program’s use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** Local Program acknowledges that it is being granted a limited license during the term of this Agreement by MEDC hereunder to use the MEDC Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to the MEDC Marks. Local Program acknowledges that MEDC owns all rights, title and interest in and to the MEDC Marks and that it will do nothing inconsistent with MEDC’s ownership of the Marks.

5. **INDEMNIFICATION AND LIABILITY INSURANCE.** The Community and its Local Program shall indemnify, defend, and hold harmless MEDC and its subsidiaries, agents, employees and contractors from any damages, liability, costs or expenses that it may sustain through the negligence or willful acts of the Community and/or its Local Program pertaining to the performance of this Agreement. The Community and its Local Program shall maintain such insurance as shall be necessary to protect MEDC from claims that may arise out of or as a result of the Community's and/or Local Program's operations pursuant to this Agreement. The Community and/or Local Program will provide and maintain its own property damage insurance (written at not less than full replacement cost), workers compensation insurance (written for not less than any limits of liability required by law), and liability insurance (maintained at not less than \$1 million per occurrence, and \$5 million in the aggregate). MEDC shall be listed as an additional named insured on all such insurance policies. The Community and Local Program shall provide to MEDC periodic certificates of insurance to evidence the compliance with such insurance requirements, and, in any event, shall deliver such certificates to MEDC within 10 days after request by MEDC.
6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, the Community and its Local Program shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MEDC. Any future successors of the Community and/or Local Program will be bound by the provisions of this Agreement unless MEDC otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and Local Program shall comply with all applicable laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority (collectively, "laws"). The Community and/or Local Program is not, and will not during the term of this Agreement, be in violation of any laws to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not operate as a waiver unless otherwise stated in this Agreement, and will not excuse subsequent failures or delays, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right, and will not be construed as an automatic exercise of subsequent rights.

10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be reasonably identified by notifying Party. MEDC, the Community and Local Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
11. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community and its Local Program shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community and its Local Program shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a sub-contract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of law after the beginning date of this Agreement may result in its termination.
12. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this paragraph shall survive the termination of the cancellation of this Agreement.
14. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MEDC/MMS is limited to furnishing its technical services to the Community

and its Local Program and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship.

15. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.

16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

17. **TERMINATION OR CANCELLATION.**

A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community and its Local Program (“**Notice of Default and Intent to Terminate**”) upon the occurrence of any of the following events or conditions (“**Event of Default**”):

- (i) any representation or covenant made by the Community and/or its Local Program is determined by MEDC, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;
- (ii) the Community’s and/or its Local Program’s failure to comply with any of the requirements of this Agreement;
- (iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.

B. Notwithstanding the foregoing, the Community and its Local Program acknowledges that MEDC’s performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects MEDC’s ability to fund and administer the MEDC/MMS Program, then MEDC may cancel this Agreement by providing notice to the Community and its Local Program of cancellation. Cancellation may be made effective immediately, upon

delivery of notice to the Community or its Local Program, or with such other time period as MEDC, in its sole discretion, deems reasonable.

- C. In addition to the above, either party may terminate its obligations under this Agreement, without cause, by giving the other party a 30-calendar day written notice of such termination.
  - D. In the event that this Agreement is terminated, neither MEDC nor the Community or its Local Program shall have any further obligation to perform under this Agreement. The Community and/or Local Program shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement.
  - E. In the event of termination or cancellation of this Agreement by the Local Program, the Local Program shall be obligated to reimburse MEDC for the cost of all third party services provided by MEDC to the Local Program pursuant to the terms of this Agreement. Such cost shall be determined solely by MEDC. The Local Program and the Community shall be jointly and severally liable for the payment of such reimbursement. Such reimbursement shall be made within thirty (30) days after delivery of an invoice therefor by MEDC.
18. **RESERVATIONS.** MEDC reserves the right to modify services provided to the Community and/or its Local Program as necessary.
19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.
20. **Failure to sign and submit this agreement to MEDC on or before \_\_\_\_\_, 2016, will result in the termination of the Community's participation in the MEDC/MMS Program.**

*[signatures follow on next page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

\_\_\_\_\_ (“COMMUNITY”)

BY: \_\_\_\_\_ (Date)  
(City Manager or Village President)

\_\_\_\_\_, Michigan  
(City or Village)

\_\_\_\_\_ (“LOCAL PROGRAM”)

BY: \_\_\_\_\_ (Date)  
(Local Main Street Board Chairperson)

\_\_\_\_\_  
(Local Program)

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (“MEDC”)**

BY: \_\_\_\_\_ (Date)  
(Vice President of Community Development)

**National Trust for Historic Preservation / National Main Street Center**

**Ten Standards of Performance  
for Accreditation**

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1. Has broad-based community support for the commercial district revitalization process, with strong support from both the public and private sectors
2. Has developed vision and mission statements relevant to community conditions and to Local Program's organizational stage
3. Has a comprehensive Main Street work plan with measurable objectives
4. Possesses an historic preservation ethic
5. Has an active board of directors and committees
6. Has an adequate operating budget
7. Has a paid professional program director
8. Conducts a program of on-going training for staff and volunteers
9. Reports key statistics
10. Is a current member of the National Main Street Network

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 19-06**

**A RESOLUTION APPROVING THE MICHIGAN PUBLIC POWER AGENCY'S (MPPA) RECOMMENDATION FOR THE CITY'S BOARD OF LIGHT AND POWER TO JOIN THE COLDWATER PEAKING SERVICE COMMITTEE**

**WHEREAS**, the Michigan Public Power Agency (MPPA) provides a means for Michigan municipalities which are members of MPPA to secure electric power and energy for their present and future needs; and

**WHEREAS**, the MPPA has established a new committee named the Coldwater Peaking Service Committee and has recommended that the City's Board of Light and Power join the committee. This new service committee will be studying a potential ownership opportunity involving the Michigan South Central Power Agency (MSCPA); and

**WHEREAS**, at its regularly scheduled meeting on January 29, 2019, the Board of Light and Power passed a recommendation to City Council to join the Coldwater Peaking Service Committee as recommended by the MPPA, a copy of a letter from Electric Superintendent, Mike Hyland is attached as Exhibit A.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The City Council hereby approves the Michigan Public Power Agency's (MPPA) recommendation for the City's Board of Light and Power to join the Coldwater Peaking Service Committee as recommended by the Board of Power and Light, a copy of a letter from Electric Superintendent, Mike Hyland 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:** February 4, 2019

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

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

January 31st, 2019

City Council  
City Manager

Re: Light & Power Board Recommendation to the City Council

At the January 29th, 2019 Light & Power Board meeting, the Light & Power Board recommended to the City Council to join the Coldwater Peaking Service Committee through the MPPA, along with withdrawing funds from our Municipal Trust Fund for about \$6500-\$7000 for deposit to MISO for a GIA (Generation Interconnection Agreement).

Respectfully submitted,



Jon M. Hyland-City of Portland, Board of Light & Power



**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 19-07**  
**A RESOLUTION TO AMEND THE BUDGET**  
**FOR FISCAL YEAR 2018-2019**

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

**WHEREAS**, the Finance Director has reviewed current fund balances and expenditures for FY 2018-2019 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves the 2018-2019 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** February 4, 2019

\_\_\_\_\_  
**Monique I. Miller, City Clerk**

GL Number	Description	18-19 Adopted	New Amended	Change
101-000-476.000	NON-BUSINESS PERMITS	0.00	32,000.00	32,000.00
101-000-577.000	CONTRIBUTION FROM STATE -GRANT	0.00	82,500.00	82,500.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	35,000.00	36,740.00	1,740.00
101-101-806.000	DATA PROCESSING-CITY WEBSITE	1,680.00	2,052.00	52.00
101-101-884.000	CLEANUP WEEK	10,000.00	9,500.00	(500.00)
101-101-938.000	M & R STREET LIGHTS	5,000.00	18,000.00	3,000.00
101-101-969.001	CONTRIBUTIONS TO PAMA	16,000.00	7,400.00	(8,600.00)
101-201-703.000	S & W SUPERVISOR	90,186.00	82,000.00	(8,186.00)
101-201-704.000	S & W RECORDKEEPING	50,134.00	53,134.00	3,000.00
101-201-804.000	CONTRACTUAL SERVICE	3,100.00	7,100.00	4,000.00
101-201-804.200	CONTRACTUAL SERVICES NON BUSINESS PERMIT	0.00	32,000.00	32,000.00
101-201-961.000	TAX PAYMENT	0.00	1,317.00	242.00
101-209-810.000	EQUIPMENT MAINTENANCE CONTRACT	0.00	300.00	300.00
101-209-958.000	DUES & SUBSCRIPTIONS	200.00	300.00	100.00
101-301-706.000	S & W PARTTIME	11,000.00	9,000.00	(2,000.00)
101-301-710.000	S& W OVERTIME	23,291.00	20,291.00	(3,000.00)
101-301-740.000	OPERATING SUPPLIES	7,000.00	6,090.00	(910.00)
101-301-801000	LEGAL SERVICES	3,000.00	13,000.00	10,000.00
101-301-804.000	CONTRACTUAL SERVICE	5,500.00	14,100.00	8,600.00
101-301-931.000	M & R EQUIPMENT	16,000.00	11,000.00	(5,000.00)
101-301-934.000	M & R OFFICE EQUIPMENT	250.00	1,160.00	910.00
101-751-727.000	OFFICE SUPPLIES	100.00	200.00	100.00
101-751-734.000	SAFETY SUPPLIES	350.00	250.00	(100.00)
101-751-932.000	M & R GROUNDS	10,000.00	6,740.00	1,740.00
101-751-971.000	CAPITAL OUTLAY LAND	0.00	128,496.00	114,956.00
105-254-804.000	CONTRACTUAL SERVICE	0.00	240.00	240.00
105-254-999.590	TRANSFER TO WASTEWATER	0.00	43,000.00	500.00
203-201-802.000	AUDIT SERVICE	850.00	1,063.00	213.00
208-690-702.000	S & W FULLTIME	37,156.00	38,456.00	1,300.00
208-690-715.000	S & W SOCIAL SECURITY	3,374.00	3,474.00	100.00
208-690-802.000	AUDIT SERVICE	400.00	542.00	142.00
208-690-804.000	CONTRACTUAL SERVICE	2,500.00	2,800.00	300.00
208-690-810.000	EQUIPMENT MAINTENANCE CONTRACT	0.00	240.00	240.00
210-302-802.000	AUDIT SERVICE	800.00	1,073.00	273.00
405-275-803.000	ENGINEERING SERVICE	0.00	1,200.00	1,200.00
520-528-802.000	AUDIT SERVICE	600.00	843.00	243.00
582-201-712.000	S & W ELECTED OFFICIALS	0.00	700.00	700.00
582-201-927.000	MISS DIG	380.00	500.00	120.00
582-539-803.000	ENGINEERING SERVICE	50,000.00	60,000.00	10,000.00
590-000-699.105	TRANSFER FROM INCOME TAX	0.00	43,000.00	500.00
590-441-775.000	M & R SUPPLIES	5,575.00	6,075.00	500.00
590-548-703.000	S & W SUPERVISOR	92,816.00	62,500.00	(30,316.00)
590-548-804.000	CONTRACTUAL SERVICE	40,000.00	100,100.00	60,100.00
591-201-803.000	ENGINEERING SERVICE	0.00	2,770.00	2,770.00
661-201-802.000	AUDIT SERVICE	1,100.00	1,341.00	241.00
661-201-995.000	INTEREST PAYMENT	3,206.00	30,580.00	26,552.00
661-441-804.000	CONTRACTUAL SERVICE	0.00	120.00	120.00
661-441-806.000	DATA PROCESSING	500.00	800.00	300.00

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, January 21, 2019

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: Kathy Parsons; Bob Lathers of The Portland Beacon

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

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

There was no public comment.

Under City Manager Report, City Manager Gorman reported that the winter weather this past Saturday, January 19, 2019, created hazardous road conditions. One of Portland's police officers was working on I-96 assisting with traffic accidents and was hit by a passing vehicle. Thankfully the officer only sustained minor injuries. City Manager Gorman reminded everyone to please drive safely and to pay attention to public service messages regarding winter weather.

Police Chief Thomas provided a summary of the accident.

City Manager Gorman noted that as approved by Council at its January 7, 2019 meeting Inside Information will conduct a statistically valid study to determine the "take rate" or level of interest from the residents in the Broadband Internet Project.

City Manager Gorman and Police Chief Thomas met with the City engineer and architect on the design for a new Police Department. The functionality of the department and evaluation of its needs were discussed.

City Manager Gorman and the City's Zoning Consultant met with representatives of Mayberry Homes last week to discuss the Phase II Development of Rindlehaven.

There was discussion.

Union negotiations are now underway with the POLC (Police Department employees) and GELC (DPW and Electric Department employees). Union negotiations and contract renewals take place every 3 years.

City Manager Gorman explained that federal funding is available for Major Street projects through the Small Urban Program. Every 3 years MDOT does a call for projects for this program. The City of Portland shares this funding with Ionia County. A meeting was held last week to determine the priority for projects. The City has changed its priority for funding from Grand River Ave. to Kent St. (from Grand River Ave. to Academy St.) The Kent St. project would be a major infrastructure project for the City potentially in 2022 which will allow time for planning.

There was discussion.

Under New Business, the Council considered Resolutions 19-02, 19-03, and 19-04 to approve Resolutions of Financial Assurance of local funds for the City of Portland's Street Improvement Projects for Kent St., and Grand River Ave. as part of the funding from the Small Urban Program administered by the Michigan Department of Transportation.

Motion by Baldyga, supported by Johnston, to approve Resolution 19-02 a Resolution of Financial Assurance of local funds for the City of Portland's Kent Street Improvement Project from Academy St. to Grand River Ave.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 19-03 a Resolution of Financial Assurance of local funds for the City of Portland's Grand River Avenue Improvement Project from I-96 to Bristie Street.

Yeas: Fitzsimmons, VanSlambrouck, Baldyga, Johnston, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Baldyga, to approve Resolution 19-04 a Resolution of Financial Assurance of local funds for the City of Portland's Grand River Avenue Improvement Project from Bristie Street to Bridge Street.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on January 7, 2019, payment of invoices in the amount of \$137,582.29 and payroll in the amount of \$167,776.39 for a total of \$305,358.68. Purchase orders to Power Line in the amount of \$5,803.40 for Hi Score Wire and the Michigan Municipal Electric Association in the amount of \$5,940.00 for 2019 membership dues were also included.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Baldyga, Barnes

Nays: None  
Adopted

Under City Manager Comments, City Manager Gorman noted that the winter parking ban went into effect on November 1, 2018 and will be in place through April 1, 2019. No parking is allowed on City streets between 2:00 A.M. and 6:00 A.M. He also reminded all residents and business owners that City Ordinances require the removal of snow from all sidewalks within 10 hours of a snow event.

City Manager Gorman noted that the Daddy Daughter Dance will be held this year on February 20<sup>th</sup> and 21<sup>st</sup> from 6:30 – 8:00 P.M. each night.

City Manager Gorman recognized that today is Martin Luther King Day and acknowledged all that Mr. King accomplished.

Under Council Comments, Mayor Pro-Tem VanSlambrouck noted that the Portland Area Fire Authority's annual audit has been completed and they received a clean opinion. The annual budget for the Fire Authority has been prepared and distributed to the jurisdictions for consideration.

Mayor Pro-Tem VanSlambrouck noted the passing of Mr. Tom Almy, the oldest member of the Portland VFW, at the age of 92.

City Manager stated that the Portland Chamber of Commerce held its annual dinner last week, he noted all of those individuals and businesses recognized by the Chamber.

Council Member Baldyga stated that an informational meeting was held on January 9, 2019 at Portland High School to address Human Trafficking and educate the public. The meeting was very well attended.

There was discussion.

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

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

Meeting adjourned at 7:44 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the January 21, 2019 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

**Approval of Resolution 19-02** a Resolution of Financial Assurance of local funds for the City of Portland’s Kent Street Improvement Project from Academy St. to Grand River Ave.

All in favor. Adopted.

**Approval of Resolution 19-03** a Resolution of Financial Assurance of local funds for the City of Portland’s Grand River Avenue Improvement Project from I-96 to Bristie Street.

All in favor. Adopted.

**Approval of Resolution 19-04** a Resolution of Financial Assurance of local funds for the City of Portland’s Grand River Avenue Improvement Project from Bristie Street to Bridge Street.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:44 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 Goal Session

Held on Monday, January 28, 2019

In the Executive Conference Room at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga, and Johnston

Staff: City Manager Gorman, City Finance Officer Tolan and City Clerk Miller

The session was called to order at 5:39 P.M.

City Manager Gorman gave some introductory remarks, provided a brief overview of the City finances and went through the short-term road projects slated for completion.

There was discussion.

City Manager Gorman presented the goals submitted by each of the departments for the upcoming budget.

There was discussion throughout.

The meeting was adjourned at 8:39 P.M.

Respectfully submitted,

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James E. Barnes, Mayor

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Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RESCO	00392	STEEL ENCLOSURE/GROUND SLEEVE -ELECT	4,181.70
AB LOCK AND SAFE INC.	00713	SERVICE CALL FRONT DOOR - CITY HALL	215.00
ELHORN ENGINEERING	00139	SUPPLIES-WATER	484.50
FIRE PROS, LLC	00151	FIRE EXTING INSPECTION - PARKS, CEM	70.00
GERALD GOODMAN	MISC	ENERGY OPTZ - ELECT	50.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET - PARKS	90.00
PRINTING SYSTEMS	00375	INC TX REFUND CKS - INCOME TAX	164.63
FAMILY FARM & HOME	01972	HOSE - ELECTRIC	44.99
UIS SCADA	00462	CRUISE SUBSCRIPT CELL FEE -WATER	1,882.00
FIRE PROS, LLC	00151	FIRE EXTING SERV - MP	271.50
KENDALL ELECTRIC	00225	1-1/4" CONDUIT - ELECTRIC	564.24
KENDALL ELECTRIC	00225	1-1/4" CONDUIT - ELECTRIC	564.24
MICHIGAN ASSESSOR ASSOCIATION	00263	ASSESSOR 2019 MEMBERSHIP APP -ASSESSOR	100.00
DANBY TOWNSHIP	00110	ANNEXED PROPERTIES - COMM PROMO	1,654.78
MOTOROLA SOLUTIONS INC.	02459	PORTABLE, RADIO, PARTS - AMB	8,746.83
USA BLUEBOOK	01850	SUPPLIES - WW	276.41
DETROIT SALT COMPANY	01497	ROCK SALT - LOCAL/MAJOR STS	3,099.63
AMERICAN WATER WORKS ASSOC.	00018	MEMBERSHIP DUES 4/1/19-3/31/20 - WATER	83.00
UIS SCADA	00462	CRUISE SUBSCRIPT CELL/FEE -WW	1,395.00
USA BLUEBOOK	01850	PRO-X SENSOR CAP KIT-WW	200.01
MWEA OFFICE	01347	MEMBERSHIP DUES TONY SMITH-WW	75.00
TOM GOGGINS	02543	MEALS FOR TRAINING- POLICE	15.33
FIRE PROS, LLC	00151	FIRE EXTING/INSPECTION - POLICE	147.50
FAMILY FARM & HOME	01972	HEATAER REPLACEMENT - WATER	18.98
CULLIGAN	02130	COOLER RENT/WATER - POLICE	169.80
STEVE'S METER SERVICE	00442	METER SEALS - ELECTRIC	655.00
MICHIGAN MUNICIPAL ELECTRIC AS	00283	MEMBERSHIP DUES 2019- ELECTRIC	5,940.00
STAR THOMAS	01654	CELL PHONE REIMBURSEMENT - POLICE	40.00
POWER LINE SUPPLY COMPANY	00389	TESTING SAFETY RUBBERS - ELECTRIC	65.50
JOHN DEERE FINANCIAL	01818	PARTS/SUPPLIES - MP, ELECTRIC	231.49
PURITY CYLINDER GASES, INC.	00380	OXYG, GAS, HAZMAT FEE - AMB	62.45

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	314.15
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	24.85
INDEPENDENT BANK	00197	BOND PAYMENT- ELECTRIC	9,075.00
PLEUNE SERVICE COMPANY INC.	00741	QRTLY HEATING CHECK UP - ELECTRIC	651.54
GROSS MACHINE SHOP	00180	SHEET METAL/LABOR- MP	312.80
CITY OF PORTLAND	00701	PETTY CASH - ECON DEVELOPMENT	150.00
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	707.43
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	70.82
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	77.44
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	74.50
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	13.89
CONSUMERS ENERGY	00095	GAS SERVICE - MP	316.97
CONSUMERS ENERGY	00095	GAS SERVICE - WASTE WATER	731.50
CONSUMERS ENERGY	00095	GAS SERVICE - WASTE WATER	15.12
KATHY'S CLEANING	01684	CLEANING SVC - CITY HALL	720.00
NORTH CENTRAL LABORATORIES	00959	LAB SUPPLIES - WASTE WATER	1,151.32
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	944.51
CHROUCH COMMUNICATION, INC.	00082	REPAIR RADIO - POLICE	222.40
STAR THOMAS	01654	MISC EXP - POLICE	72.29
MPARKS	00296	CONFERENCE REGISTRATION - PARKS	400.00
MPARKS	00296	CONFERENCE REG MILO - REC	400.00
PETERSEN OIL & PROPRANE	02534	DIESEL FUEL - ELECTRIC	433.92
MUZZALL GRAPHICS	00326	UTILITY BILL - ELEC, WTR, WW	1,207.16
LEAH COOK	02506	OFFICIAL - REC	40.00
JULIA SAVAGE	02563	OFFICIAL - REC	40.00
GRIFFIN SUMMERS	02559	OFFICIAL - REC	64.00
KATELYN RUSSELL	02457	OFFICIAL - REC	56.00
BRANDON SCHEURER	02394	OFFICIAL - REC	80.00
OWEN RUSSELL	02249	OFFICIAL - REC	30.00
NATHAN LEHNERT	02496	OFFICIAL - REC	45.00
GRAHAM WOHLSCHEID	02423	OFFICIAL - REC	30.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
NATHANIEL LEAHY	02424	OFFICIAL - REC	45.00
JODI WOODMAN	02006	OFFICIAL - REC	120.00
RENEE LEIK	01945	OFFICIAL - REC	120.00
RANDY HUMMELL	02562	OFFICIAL - REC	364.00
MARCEL MILLER	02245	OFFICIAL - REC	130.00
MIKE FULLER	01801	OFFICIAL - REC	130.00
MARCO WILLIAMS	02393	OFFICIAL - REC	260.00
TIM STOPZYNSKI	02438	OFFICIAL - REC	260.00
MARK SCHEURER	00601	OFFICIAL -REC	104.00
FRED KRAMER	00564	OFFICIAL - REC	156.00
BRYAN SCHEURER	00600	OFFICIAL - REC	104.00
BRIAN RUSSELL	00593	OFFICIAL - REC	156.00
KEUSCH SUPER SERVICE	00228	TIRE REPAIR - ELECT	25.00
AMY GUILFORD	MISC	RED MILL PAV RENT/DEP REFUND - GEN, PARKS	250.00
NORTH CENTRAL LABORATORIES	00959	ROSOLIC BROTH - WW	467.44
COOK BROS EXCAVATING	00101	SIDEWALK WARN PLATE- COMM PROMO	660.00
AECOM TECHNICAL SERVICES	01810	PORTLAND DAM MANAGEMENT PLANS - ELECTRIC	1,757.50
STEPHEN PULLING	00378	CLOTHNG ALLOW- MP	200.00
PULSE BROADBAND LLC	02565	FEASIBILITY STUDY - ELECTRIC	15,000.00
FLEIS & VANDENBRINK	00153	PFAS SAMPLING 2018- WATER	2,770.00
FLEIS & VANDENBRINK	00153	GRAND RIV AVE SM URBAN - MAJ STS	816.69
F&V OPERATIONS & RESOURCE MANAGMNT	02564	WASTE WTR PLANT OPER-WW	3,210.91
F&V OPERATIONS & RESOURCE MANAGMNT	02564	JAN WW OPERATIONS - WW	9,473.33
FLEIS & VANDENBRINK	00153	ENGINEERING SERV - GEN	1,119.37
INSOURCE SOLUTIONS GROUP INC.	01813	EFILE MAINTEN & HOST- INCOME TAX	1,500.00
DICKINSON WRIGHT PLLC	02244	DEC LEGAL SERVICES - CODE	395.00
MICHAEL R. KLUCK & ASSOCIATES	02405	LEGAL SERVICE - POLICE	5,545.96
Total:			\$95,172.32

**BI-WEEKLY  
WAGE REPORT  
January 28 2019**

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.	8,666.60	153,416.47	2,363.70	41,723.27	11,030.30	195,139.74
ASSESSOR	1,036.97	17,808.18	96.22	1,396.13	1,133.19	19,204.31
CEMETERY	1,158.05	53,604.05	164.92	13,656.25	1,322.97	67,260.30
POLICE	16,305.14	258,780.50	3,727.06	70,301.51	20,032.20	329,082.01
CODE ENFORCEMENT	640.67	12,096.12	100.08	2,613.78	740.75	14,709.90
PARKS	1,973.40	38,198.12	371.43	5,983.11	2,344.83	44,181.23
INCOME TAX	1,908.25	24,523.68	2,733.51	10,786.92	4,641.76	35,310.60
MAJOR STREETS	4,211.71	62,163.59	1,129.13	29,208.57	5,340.84	91,372.16
LOCAL STREETS	3,516.05	43,872.50	728.42	17,355.96	4,244.47	61,228.46
RECREATION	2,415.01	38,383.31	373.43	7,399.68	2,788.44	45,782.99
AMBULANCE	11,886.20	196,892.77	2,365.58	42,906.48	14,251.78	239,799.25
DDA	2,264.33	36,814.10	358.37	6,285.48	2,622.70	43,099.58
ELECTRIC	20,697.06	260,285.86	3,130.27	66,394.53	23,827.33	326,680.39
WASTEWATER	6,452.66	170,038.84	1,153.78	38,127.54	7,606.44	208,166.38
WATER	5,092.15	86,069.76	1,375.39	32,606.76	6,467.54	118,676.52
MOTOR POOL	2,216.34	38,651.86	521.77	17,955.65	2,738.11	56,607.51
<b>TOTALS:</b>	<b>90,440.59</b>	<b>1,491,599.71</b>	<b>20,693.06</b>	<b>404,701.62</b>	<b>111,133.65</b>	<b>1,896,301.33</b>





City Of Portland  
Water Department  
Monthly Water Report  
January 2019

Monthly Water Production

Daily Water Production

Well #4	1,943,000 Gallons	Well #4	62,667 Gallons
Well #5	0 Gallons	Well #5	0 Gallons
Well #6	6,628,000 Gallons	Well #6	213,806 Gallons
Well #7	19,000 Gallons	Well #7	613 Gallons

Daily Average Water Production for All Wells 277,086 Gallons

Total Water Production for the Month 8,590,000 Gallons

Total Water Production for the Previous Month 8,477,000 Gallons

Total Production increased by 113 Gallons

Total Production for This Month from the Previous Year 8,167,000 Gallons

Total Production increased by 423 Gallons

Rodney D. Smith Jr.  
Water Technician

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-20233**

- Consumers Energy Company requests Michigan Public Service Commission's approval for authority to implement a Gas Cost Recovery plan and factors for the 12-month period April 2019-March 2020.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, or call 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

**DATE/TIME:**      **Thursday, February 7, 2019, at 9:00 AM**

**BEFORE:**        **Administrative Law Judge Suzanne D. Sonneborn**

**LOCATION:**       Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan 48917

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

The Michigan Public Service Commission (Commission) will hold a prehearing to consider Consumers Energy Company's December 28, 2018 application for the following: 1) approval of a Gas Cost Recovery (GCR) plan for 12 months from April 2019 through March 2020; 2) authorization of GCR factors, consisting of a base factor of \$3.1246 per Mcf, plus additional amounts contingent upon future events, determined using the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism; and other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by January 31, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

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

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

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**[CONSUMERS ENERGY COMPANY HAS REQUESTED THE GAS COST RECOVERY FACTORS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT OR AMEND THE FACTORS AND OTHER PROPOSALS.]**