



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

7:00 P.M. Monday, February 7, 2022

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<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)	
7:10 PM	V. <u>City Manager Report</u>	
	VI. <u>Presentations</u>	
7:20 PM	A. DDA Director ConnerWellman – Downtown Report	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u> - None	
	IX. <u>New Business</u>	
7:25 PM	A. Proposed Resolution 22-03 Approving, Authorizing, and Directing the Mayor and Clerk to Sign a Uniform Video Service Local Franchise Agreement with Wide Open West Mid-Michigan, LLC	Decision
7:28 PM	B. Proposed Resolution 22-04 Approving a Proposal from Farabee Mechanical, Inc. to Perform Repairs to the Cooper Bessemer Engine at the Electric Department	Decision
7:30 PM	C. Proposed Resolution 22-05 Approving a Proposal from GRP Engineering, Inc. to Perform GIS Mapping & Asset Management Support for the Electric Department	Decision
7:32 PM	D. Proposed Resolution 22-06 Approving a Proposal from CHOP Tree Service to Perform Tree Trimming and Removal Services for the Electric Department	Decision
7:35 PM	E. Proposed Resolution 22-07 Approving the Board of Light and Power's Recommendation to Appoint the Electric Superintendent to Michigan Public Power Agency (MPPA) Board as the City's Representative with the City Manager as the Alternate	Decision
7:38 PM	X. <u>Consent Agenda</u>	Decision
	A. Minutes & Synopsis from the Regular City Council Meeting held on January 17, 2022 and the Goal Session held on February 1, 2022	

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:40 PM	<p>B. Payment of Invoices in the Amount of \$134,386.93 and Payroll in the Amount of \$237,989.51 for a Total of \$372,376.44</p> <p>C. Purchase Orders over \$5,000.00</p> <ol style="list-style-type: none"> 1. Michigan Municipal Electric Association in the Amount of \$5,638.00 for 2022 Membership Dues 2. United States Geological Survey in the Amount of \$8,000.00 for Streamgaging at the Hydro Dam 3. Durrant Brothers Construction in the Amount of \$9,780.00 for Repairs to the Red Barn at the DPW 	
7:45 PM	<p>XI. <u>Communications</u></p> <ol style="list-style-type: none"> A. Utility Billing Report for December 2021 B. Ionia County Board of Commissioners Agenda for January 25, 2022 C. Ionia County Board of Commissioners Agenda for February 8, 2022 D. MPSC Notice of Hearing for Consumers Energy E. MPSC Notice of Hearing for Consumers Energy 	
7:50 PM	<p>XII. <u>Other Business</u> – None</p>	
7:55 PM	<p>XIII. <u>City Manager Comments</u></p> <p>XIV. <u>Council Comments</u></p> <p>XV. <u>Adjournment</u></p>	Decision

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-03

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR AND CLERK TO SIGN A UNIFORM VIDEO SERVICE LOCAL
FRANCHISE AGREEMENT WITH WIDOPENWEST MID MICHIGAN, LLC**

WHEREAS, WideOpenWest Mid-Michigan LLC (WOW!), through acquisitions, held a video service franchise granted by the City beginning in early 2012 that has now expired; and

WHEREAS, WOW! has submitted a new uniform video services franchise application to continue providing video/cable service in the City in the footprint shown on the attached drawing; and

WHEREAS, pursuant to the Uniform Video Services Local Franchise Act, the City has 30 days in which to approve the uniform agreement upon submission of a complete application and the City has timely reviewed the same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes, and directs the Mayor and Clerk to execute the attached Uniform Video Local Service Agreement with WOW!.
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 7, 2022

Monique I. Miller, City Clerk

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate “dropdown box” (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as “confidential.”
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the “**Attachment 2 - Uniform Video Service Local Franchising Entity**” form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 241-6100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Portland, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Mid Michigan, LLC, a Delaware corporation doing business as WOW Internet Cable Phone.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

City of Portland:

259 Kent St.

Portland, MI 48875

Attn: Gorman Tutt

Fax No.:

If to the Provider:
(must provide street address)

WideOpenWest Mid Michigan, LLC

380 Wright Industrial Parkway

Pottersville, MI 48876

Attn: Bryant Murray

Fax No.: 517-543-8057

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Portland, a Michigan Municipal Corporation

By
Gorman Tutt
Print Name
City Manager
Title
259 Kent St.
Address
Portland, MI 48875
City, State, Zip
517-647-7531
Phone
Fax
citymanager@portland-michigan.org
Email

WideOpenWest Mid Michigan, LLC, a
Delaware corporation doing business as WOW!
Cable Internet Phone


By
Bryant Murray
Print Name
Operations Manager
Title
380 Wright Industrial Parkway/PO Box
360
Address
Pottersville, MI 48876
City, State, Zip
517-319-3150
Phone
517-543-8057
Fax
bryant.murray@wowinc.com
Email

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: 12/20/21		
Applicant's Name: WideOpenWest Mid Michigan, LLC d/b/a WOW! Internet Cable Phone		
Address 1: 380 Wright Industrial Parkway		
Address 2: PO Box 360		Phone: 517-319-3150
City: Potterville	State: MI	Zip: 48876
Federal I.D. No. (FEIN): 04-3561701		

Company executive officers:

Name(s): Teresa Elder
Title(s): President & CEO

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Bryant Murray		
Title: Operations Manager		
Address: 380 Wright Industrial Parkway; Potterville, MI 48876		
Phone: 517-319-3150	Fax: 517-543-8057	Email: bryant.murray@wowinc.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

A set of area system prints can be provided upon request.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

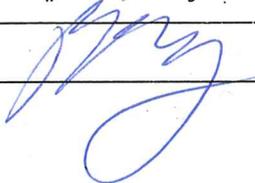
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: 12/20/21

For All Applications:

**Verification
(Provider)**

I, Bryant Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Bryant Murray, Operations Manager	
Signature: 	Date: 12-20-21

(Franchising Entity)

City of Portland, a Michigan municipal corporation

By
Gorman Tutt
Print Name
City Manager
Title
259 kent St.
Address
Portland, MI 48875
City, State, Zip
517-647-7531
Phone
Fax
citymanager@portland-michigan.org
Email
Date

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Portland, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Mid Michigan, LLC, a Delaware corporation doing business as WOW Internet Cable Phone.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Portland:

259 Kent St.

Portland, MI 48875

Attn: Gorman Tutt

Fax No.:

WideOpenWest Mid Michigan, LLC

380 Wright Industrial Parkway

Pottersville, MI 48876

Attn: Bryant Murray

Fax No.: 517-543-8057

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

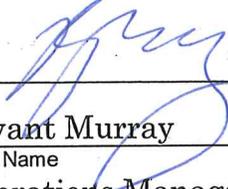
IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Portland, a Michigan Municipal Corporation

By
Gorman Tutt
Print Name
City Manager
Title
259 Kent St.
Address
Portland, MI 48875
City, State, Zip
517-647-7531
Phone

Fax
citymanager@portland-michigan.org
Email

**WideOpenWest Mid Michigan, LLC, a
Delaware corporation doing business as WOW!
Cable Internet Phone**


By
Bryant Murray
Print Name
Operations Manager
Title
380 Wright Industrial Parkway/PO Box
360
Address
Pottersville, MI 48876
City, State, Zip
517-319-3150
Phone
517-543-8057
Fax
bryant.murray@wowinc.com
Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: 12/20/21		
Applicant's Name: WideOpenWest Mid Michigan, LLC d/b/a WOW! Internet Cable Phone		
Address 1: 380 Wright Industrial Parkway		
Address 2: PO Box 360		Phone: 517-319-3150
City: Potterville	State: MI	Zip: 48876
Federal I.D. No. (FEIN): 04-3561701		

Company executive officers:

Name(s): Teresa Elder
Title(s): President & CEO

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Bryant Murray		
Title: Operations Manager		
Address: 380 Wright Industrial Parkway; Potterville, MI 48876		
Phone: 517-319-3150	Fax: 517-543-8057	Email: bryant.murray@wowinc.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

A set of area system prints can be provided upon request.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: 12/20/21

For All Applications:

**Verification
(Provider)**

I, Bryant Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Bryant Murray, Operations Manager	
Signature: 	Date: 12-20-21

(Franchising Entity)

City of Portland, a Michigan municipal corporation

By
Gorman Tutt
Print Name
City Manager
Title
259 kent St.
Address
Portland, MI 48875
City, State, Zip
517-647-7531
Phone
Fax
citymanager@portland-michigan.org
Email
Date



ADDRESS LEGEND

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PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-04

**A RESOLUTION APPROVING A PROPOSAL FROM FARABEE
MECHANICAL, INC. TO PERFORM REPAIRS TO THE COOPER
BESSEMER ENGINE AT THE ELECTRIC DEPARTMENT**

WHEREAS, the Cooper Bessemer Engine, located at the Electric Department, serves as the primary back-up generator and is in need of repairs; specifically, the turbo charger requires replacement;

WHEREAS, the Electric Superintendent recommends awarding the work to Farabee Mechanical, Inc. in the amount of \$104,369.00, a copy of the quote and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on January 25, 2021, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to award the work to Farabee Mechanical, Inc. in the amount of \$104,369.00, a copy of the quote and memo from the Electric Superintendent, are attached as Exhibit A; and
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 7, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 1/20/2022

Re: Farabee Mechanical – Cooper Bessemer Turbo Replacement

The Cooper Bessemer engine has a leaking turbo which limits its ability to serve its designed purpose as a reliable black start diesel back-up engine-generator. We've reviewed several alternatives from turbo removal to engine replacement. The most practical and prudent approach, currently, is to replace the failing turbo. The cost of replacement with associated mechanical modifications is estimated to be \$104,369.

RECOMMENDATION: Authorize and recommend to City Council to approve Farabee Mechanical to replace the failing turbo on the Cooper Bessemer Engine in the power plant and conduct associated mechanical pipe modifications for an estimated cost of \$104,369.



Farabee Mechanical Inc.

P.O. Box 1748 • Hickman, NE 68372
Phone (402) 792-2612 • Fax (402) 792-2712

October 11, 2021

FMI Project Number: 2310012021

City of Portland
259 Kent St.
Portland, MI 48875

Mr. Davlin,

Per our conversation, FMI is pleased to provide the following options for your consideration.

FMI technicians were recently dispatched to your facility to diagnose an issue with the turbo charger on the Cooper Bessemer engine. It was found to have a cracked back plate which allowed water to leak into and out of the engine. As you are aware, this is not the first time the back plate has cracked on this unit.

Based on past experience and lack of parts availability, FMI does not believe that it would be in the City's best interest to repair the existing Elliot BF-34 turbo. There are two alternatives to repairing the back plate that would allow the Cooper to stay in service.

1) Remove the turbo from the system. This will require derating of the generator output to 580 kW. There is a procedure in the engine manual to remove the turbo function with the use of a blanking plate and a "rotor blocking rig." Unfortunately, water circulation must be maintained through the turbo casing and back plate. Therefore, the turbo must be completely removed and the intake and exhaust piping to the engine modified.

2) Remove the Elliot BF-34 turbo and replace it with a different turbo model that is less susceptible to damage. This option would allow the generator to remain rated at its existing level without any loss of capacity. This option will require extensive piping modifications. The piping between the air intake and the turbo and between the turbo and the engine would require modification. Additionally, the exhaust piping between the engine and the turbo and the turbo and the silencer would require changes. The water and oil cooling systems would also need to be adapted to the new turbo design.

Regardless of the option the City chooses, FMI is prepared to provide all of the necessary materials, labor, and knowledge to restore the engine to operation.

Respectfully,

Christopher D. Farabee

Christopher D. Farabee
President

Terms and Acceptance Agreement

FMI Project Number: 23100012021

October 11, 2021

Total Contract: select below as desired (excludes any applicable taxes, etc.)

___ 1) Remove turbo from system and de-rate engine 67,278.00

___ 2) Modify system as required to utilize another turbo model \$104,369.00

To be billed as follows:

15% returned with this agreement

85% upon completion of project to customer satisfaction

Offer to the City of Portland accepted by:

Signature: _____

Title: _____

Date: _____ Purchase Order Number: _____

FMI

Signature: _____

Title: FMI President Printed Name: Christopher D. Farabee

Date: October 11, 2021

To be returned to:

Farabee Mechanical, Inc.

PO Box 1748

Hickman, NE 68372

(402) 792-2612

farabee@farabeemechanical.com

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-05

**A RESOLUTION APPROVING A PROPOSAL FROM GRP
ENGINEERING, INC. TO PERFORM GIS MAPPING & ASSET
MANAGEMENT SUPPORT FOR THE ELECTRIC DEPARTMENT**

WHEREAS, the Board of Light and Power is in the process of updating its asset management strategy for the City’s electrical system and is seeking assistance in developing a GIS mapping system for this purpose;

WHEREAS, the Electric Superintendent recommends awarding the work to GRP Engineering, Inc. in the amount of \$45,400.00, a copy of the quote and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on January 25, 2021, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to award the work to GRP Engineering, Inc. in the amount of \$45,400.00, a copy of the quote and memo from the Electric Superintendent, are 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 7, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 1-20-2022

Re: GRP Engineering – GIS and Asset Management Support

Starting in Q2 2022 we will begin a distribution asset management strategy which will have us monitoring and maintaining the electrical infrastructure in a planned and pragmatic manner. To undergo these activities, we will need engineering consultation for GIS documentation and technical support. GRP worked with PBLP staff to establish a scope of services. The estimated cost for GIS and distribution system asset management support is \$45,400.

RECOMMENDATION: Authorize and recommend to City Council to approve GRP Engineering to provide GIS and distribution asset management support services for and estimated cost of \$45,400.

January 13, 2022

Mr. Todd Davlin
Superintendent Electric Department
City of Portland
259 Kent Street
Portland, MI 48875

**RE: Engineering Service Proposal
Electric System GIS Mapping & Asset Management Support**

Dear Todd:

GRP Engineering, Inc. is pleased to present this proposal to the City of Portland for engineering services associated with Electric System GIS Mapping & Asset Management Support. The overall scope of this project is updating and expanding the City of Portland's electric system features in their GIS database and transitioning to an ESRI based format. GRP Engineering's primary services will be to provide database structure revisions and data migration, electric system map production, and system model updates field collection application development. Additionally, GRP will assist with asset management reports and field collection of data as required. These two tasks will be provided on an as-needed basis to provide on-going GIS support to the City of Portland. GRP Engineering's staff are highly qualified to provide both GIS database development, electric system mapping and data collection services through their extensive experience on municipal electric systems throughout the State of Michigan.

The City of Portland's existing GIS system & database were developed and populated by in-house staff on the QGIS open-source platform. The existing primary electric system truck maps were produced by GRP in 2013 utilizing AutoCAD. Additionally, the computer model of the electric system was completed in 2014 by GRP utilizing Milsoft's WindMil Engineering Analysis software. Electric system data is now currently stored across these three platforms. The preferred location to store this data is in a ESRI based geodatabase and create a translation tool to update the model in WindMil.

The City of Portland has expressed goals for both their GIS system and use of the it for asset management including:

- Alignment of existing maps from AutoCad and features shown in GIS
- Revision of maps to show colorization of primary segments based on circuit
- Assignment and labeling of data points within the GIS map system
 - Vaults/manholes
 - Vault Switches
 - Transformers
 - Cabinets
 - Poles
 - Critical Infrastructure

- Field assessment and documenting of these data points
 - Labeled
 - Warning/Danger Stickers Applied
 - Correctly Geolocated
 - Condition
 - Required Maintenance
- Quarterly map updates
- Five-year asset management strategy

This proposal covers tasks necessary to assist the City of Portland with reaching their electric system GIS goals and is separated into four distinct sections:

1. Database Structure Revision & Data Migration
2. Mapping & Model Updates
3. Field Collection Application Development
4. Asset Management Support

In order to move forward and reach these goals, the GIS system database requires revisions including addition of fields and domains to complete physical assessments, produce circuit mapping, and to correctly populate the WindMil model. This critical and initial phase will include a review of the existing database, recommended field additions and domain (dropdown) lists, implementing these updates to the GIS geodatabase, and migrating to an ESRI based format. In order to ensure robust extraction of WindMil data into GIS format, legacy data quality must be validated before scaling up the GIS geodatabase. This phase includes data preparation and conversion to useable GIS geodatabase by checking data schema and data values, validating geometry and workflow, format-specific QA/QC, plus repairing and reporting bad data.

Through the use of tablet & GIS based mapping, the AutoCAD maps of the primary electric system (4.16kV & 12.5kV) created in 2013 will no longer be necessary. Information contained in the AutoCAD maps including primary conductors, transformers, cabinets, capacitors, phasing, and protection devices has already been transferred into the WindMil computer system model. Electronic maps (GIS and PDF) will be created displaying the primary electric system features, set feature details and annotations based on zoom levels, and create colorizations based on phase or circuit. A review of symbology utilized in both GIS and AutoCAD mapping will be conducted with the City and changes implemented in GIS. Additionally, the completion of a labeling/numbering guide for equipment will be completed.

Electric system model updates in WindMil Engineering Analysis Software will be completed by creating a translation tool that allows for data transfer from the GIS database into the model. WindMil operates on an open-architecture data platform allowing for simple importing and exporting of system data. Portland desires for quarterly updates to system maps and model which will be straightforward following development of the translation tool.

Following completion of updates to and migration of the GIS database to ESRI format, a tablet-based routine will be developed allowing for field assessment and documentation of the key electric system data points (noted above). This routine will be created within the ESRI Field Map Application. The application will display the electric system features and allow for both editing and documentation (e.g. labeled, stickers applied, geolocation, condition, required maintenance, etc.) of each feature. Domain (dropdown) lists will be utilized for standardization of data acquisition. An ArcGIS Dashboard and ArcGIS Pro project package will be developed for producing reports summarizing data acquired from field assessment and allowing for personalized visualization of geospatial data, respectively. Dashboard will be developed to reflect status and performance of assets, personnel, services and events in real-time using cloud-based

storage. The City of Portland will be responsible for ESRI licenses necessary for cloud-based storage of their GIS data and user access for field data collection. Instructions will be provided for use of the application in both screenshot and video formats. Field assessment to be completed by City of Portland crew.

GRP Engineering will also provide on-going asset management support to the City of Portland on as-needed basis. This may include assistance with field work to expand and update to the GIS database, GIS developer support for creating of additional tablet-based routines and database revisions, expansion of electric system database to include customers/meters, plus quarterly mapping and model updates. GRP maintains multiple GNSS RTK antennas including Leica GS18T and GG04 units with a CS20 controller plus iPads for survey accuracy field data collection.

Database Structure Revision & Data Migration

Our scope of services for completing the Database Structure Revision & Data Migration work include:

- Obtain current copy of Portland's electric system GIS database, data dictionary and/or documentation on active layers and fields.
- Define a migration and implementation plan by establishing list of all source datasets that will be converted into GIS-consumable format.
- Establish list of required fields for physical assessment and translation to WindMil model.
- Create domain (dropdown) lists for use during physical assessment.
- Perform one on-site meeting with the City of Portland to review proposed migration plan and revisions
- Review and update GIS database with fields and domains
- Complete data migration to ESRI based geodatabases

Cost: \$14,000

Mapping and Model Updates

Our scope of services for completing the Mapping and Model Updates work include:

- Review with Portland the symbology for primary electric system features currently utilized in the GIS maps and revise as requested.
- Provide recommendations on equipment labeling/numbering system.
- Prepare written guide for equipment/numbering.
- Task includes one day on site to review both symbology and labeling system with City of Portland staff.
- Customize maps so that they are more visually pleasing, rich in data, and communicate information more effectively.
- Create updated electric system electronic maps in both GIS and PDF format. Layer visibility range will be established in GIS based on zoom levels.
- Provide colorization of primary electric features based on phase or circuit connection.
- Create ESRI GIS database to WindMil model database translation tool.

Cost: \$19,000

Field Collection Application Development

Our scope of services for completing the Field Collection Application Development work include:

- Assist Portland with determination of required ESRI licenses for both desktop application and tablet-based applications including ESRI Field Maps.
- Create tablet-based routine in Field Maps allowing for geolocating, field assessment, and documentation of primary electric system features currently in the GIS database including:

- Vaults/manholes
- Vault Switches
- Transformers
- Cabinets
- Poles
- Prepare instructional documentation on use of the tablet-based routine in both screenshot and video formats.
- Perform one day on-site testing & demonstrating routine with City of Portland crews
- Revise routine fields and domain lists based on input from City of Portland
- Produce reports via ArcGIS Dashboard summarizing data acquired from field assessments.
- Review with Portland to define how Dashboard will be used to make decisions, visualize trends, and provide critical historical data.
- Create Project Package to electronically display primary electric system features, set feature details and annotation-based on zoom levels, create colorizations based on phase or circuit, and single-screen visualization tool to report on all relevant information.

Cost: \$12,500

Asset Management Support

Services provided under the Asset Management Support task item will vary based on requests from the City of Portland. Work will only be completed based on written requests from the City and may include:

- Assistance with field work to expand and update the GIS database
- Creation of additional tablet-based routines
- Electric system GIS database revisions
- Expansion of the GIS database to include customers/meters
- Quarterly updates to GIS and PDF maps plus the WindMil system model

Services to be completed on an on-call and as-needed basis, therefore no set fee is provided.

GRP Engineering, Inc. will provide the Electric System GIS Mapping & Asset Management Support engineering services listed above on an hourly basis (including expenses) not to exceed the fees listed below each task. All services performed for the City of Portland within this scope will be billed on a monthly basis. Should additional services be required outside the scope of this proposal, we will complete those tasks on an hourly basis based on the attached rate sheet. For on-going support services with no set end date, rate adjustments will be provided on updated rate sheets generally at the start of each calendar year.

We appreciate the opportunity to submit this proposal and look forward to being of service to you. Please contact me should you have any questions.

Sincerely,
GRP Engineering, Inc.

**Michael P.
 McGeehan**

Michael P. McGeehan, P.E.
 President

Accepted:

 Digitally signed by Michael P. McGeehan
 Date: 2022.01.13 13:50:23 -05'00'

 City of Portland

Enclosures

 Date

GRP ENGINEERING, INC.
HOURLY BILLING RATES

<u>Employee Title</u>	<u>Engineer Level</u>	<u>Hourly Rate</u>
Senior Project Manager	8	\$175
Project Manager	7	\$160
Senior Engineer	6	\$150
Project Engineer	4 - 5	\$145
Engineer II	3	\$140
Engineer I	2	\$110
Entry Level Engineer	1	\$100
Field Staking Technician		\$ 95
GIS Technician		\$ 75
GIS Developer		\$ 87
Senior Engineering Technician		\$ 85
Engineering Technician		\$ 77
Engineering Intern		\$ 55
Administrative		\$ 65

**Rates are subject to change.*

Terms and Conditions

GRP Engineering, Inc. (GRP) and Client (defined on the front page of this Agreement) mutually agree to be bound by the following Terms and Conditions ("Terms".) These Terms, together with the cover page, constitute the entire agreement between the parties pertaining to the subject matters contained herein and supersedes all understandings of GRP and Client.

Billings/Payments:

Invoices for GRP 's services shall be submitted, at GRP 's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 45 days after the invoice date. Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.5% on the unpaid balance. If the invoice is not paid within 45 days, GRP may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the first invoice, and, if any balance remains, on the final invoice. In the event any portion or all of an account remains unpaid 90 days after the invoice date, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless GRP, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of GRP. GRP shall indemnify and hold harmless the Client, its officers, directors, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the services, provided under this Agreement provided that any such claim, damage, loss, or expense is caused by the sole negligent act or omission of GRP.

Dispute Resolution:

Any claims or disputes under this Agreement between the Client and GRP shall be submitted to non-binding mediation. Each party shall share the costs of the mediator on an equal basis. Client and GRP seek to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Certifications:

GRP is not providing any certifications.

Warranties; Exclusion of Damages; Limitation of Liability:

GRP MAKES NO WARRANTY WHATSOEVER REGARDING ITS SERVICES OR GOODS SUPPLIED, EXPRESS OR IMPLIED. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTY MADE BY GRP OR ANY PERSON ON GRP'S BEHALF. GRP SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. GRP'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEES AND COSTS PAID BY CLIENT TO GRP PURSUANT TO THIS AGREEMENT. GRP shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence GRP cannot ascertain.

Additional Services/Change in Services:

If any additional services or if change/modifications to GRP's scope of services are proposed by Client, GRP shall, upon receipt of such written change or modification, determine the impact on both time and compensation and notify Client in writing. Upon agreement between Client and GRP as to the extent of said impacts to time and compensation, a written amendment to this agreement shall be prepared describing such changes. Execution of the amendment by Client and GRP shall constitute GRP 's notice to proceed with the changed scope.

Termination of Services:

This agreement may be terminated by the Client or GRP at any time with or without cause upon giving the other party written notice. The Client shall within thirty (30) calendar days of termination pay GRP for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Ownership of Documents:

All documents produced by GRP under this agreement shall remain the property of GRP and may not be used by the Client for any other endeavor without the written consent of GRP. Any unauthorized reuse of the documents is done at the Client's risk, and the client agrees to defend, indemnify and hold harmless GRP and its employees against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of such unauthorized reuse of the documents.

Job-Site Safety:

GRP shall not be responsible for the safety of others on the job-site.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-06

**A RESOLUTION APPROVING A PROPOSAL FROM CHOP TREE
SERVICE TO PERFORM TREE TRIMMING AND REMOVAL
SERVICES FOR THE ELECTRIC DEPARTMENT**

WHEREAS, the Electric Department, as part of maintaining its electric utility system, requires tree trimming and removal services to maintain the system's reliability and mitigate the potential for power outages;

WHEREAS, the Electric Superintendent recommends awarding the work to CHOP Tree Services in the amount of \$25,280.00 a copy of the quote and memo from the Electric Superintendent, are attached as Exhibit A; and

WHEREAS, at its meeting on January 25, 2021, the Board of Light and Power voted to recommend that City Council approve same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the recommendation to award the work to CHOP Tree Services in the amount of \$25,280.00 a copy of the quote and memo from the Electric Superintendent, are 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 7, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power
From: Todd Davlin, Electric Superintendent
cc: Tutt Gorman, City Manager
Date: 1-20-2022
Re: CHOP – Right of Way Tree Removal

To maintain distribution system reliability, we need to remove/trim trees in the right of way along Maynard, Barnes, and Goodwin Roads. We have been requesting bids from three tree trimming companies (Wright Tree Services, Davey Companies and CHOP) and only one, CHOP, is able to provide a quote. The others are all too busy due to post storm demand and staff shortages. CHOP's estimated cost to trim and clear ROW along Maynard, Barnes and Goodwin Roads is \$25,280.

RECOMMENDATION: Authorize and recommend to City Council to approve CHOP provide tree removal services in the overhead distribution system right-of-way for an estimated cost of \$25,280.

Electric Supervisor

From: info@we-chop.com
Sent: Thursday, January 20, 2022 10:02 AM
To: Electric Supervisor
Cc: Elvis Peacock Sr
Subject: Proposal
Attachments: Portland Board of Light & Power.pdf

Please see attached. Thank you for the opportunity and we look forward to working with you!

Christy Garner
CHOP
1505 Steele Ave SW
Grand Rapids, MI 49507
Ph (616)583-9821
Fx (616)583-9824
www.we-chop.com

The logo for CHOP, consisting of the letters 'C', 'H', 'O', and 'P' in a bold, red, sans-serif font. The letters are slightly shadowed and appear to be stacked or overlapping.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-07

**A RESOLUTION APPROVING THE BOARD OF LIGHT AND POWER'S
RECOMMENDATION TO APPOINT THE ELECTRIC SUPERINTENDENT TO THE
MICHIGAN PUBLIC POWER AGENCY (MPPA) BOARD AS THE CITY'S
REPRESENTATIVE WITH THE CITY MANAGER AS THE ALTERNATE**

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. The MPPA Board is comprised of its members throughout the state of Michigan; and

WHEREAS, the City Manager recommends naming the Electric Superintendent to serve on the MPPA Board with the City Manager as the alternate.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council hereby approves the City Manager's recommendation to appoint the Electric Superintendent to the MPPA Board with the City Manager as the alternate.
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 7, 2022

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, January 17, 2022

In the City Council Chambers at City Hall
259 Kent St., Portland, MI 48875

Present: Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, and Johnston; City Manager Gorman; City Clerk Miller; DDA Director ConnerWellman; Police Officer Kauffman

Absent: Mayor Barnes and Council Member Sheehan

Guests: Kathy Parsons

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

Motion by Fitzsimmons, supported by Johnston, to approve the agenda as presented.

Yeas: Fitzsimmons, Johnston, VanSlambrouck

Nays: None

Absent: Sheehan, Barnes

Adopted

Motion by Fitzsimmons, supported by Johnston, to excuse the absence of Mayor Barnes and Council Member Sheehan.

Yeas: Fitzsimmons, Johnston, VanSlambrouck

Nays: None

Absent: Sheehan, Barnes

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman reported the Wow Franchise Agreement will be presented to Council for consideration at the February 7th meeting. The document submitted by Wow was missing the service area maps, once the document is complete it can be acted upon. City Manager Gorman further noted this is a non-exclusive agreement the city has had with Wow for over 10 years; any other cable company can come into the city.

The donation agreement between Bill Fabiano and the DDA for the property at 103 W. Grand River Ave. has been signed. The closing is set for Wednesday, January 19, 2022 at 10:00 A.M. Future plans for the property have not been determined.

City Manager Gorman and staff will meet with the participating jurisdictions of the Ambulance Service at 6:00 P.M. on January 20, 2022 at City Hall. The city will make a recommendation to increase the per capita charge to better support the Ambulance Department.

Members of the Portland Area Municipal Authority (PAMA) will meet on Wednesday, January 19, 2022. Bill Fahey, attorney with Fahey Schultz Burzyck Rhodes out of Grand Rapids, has been chosen to assist in updating the PAMA Agreement.

City Manager Gorman stated he is evaluating real estate developers to list the Cutler Rd. property for sale.

Under presentations, DDA Director ConnerWellman presented her downtown report. She is currently working on the annual report and wrapping up the Portland Prime Our Town matching program by Consumers Energy. Consumers Energy donated \$15,000.00 to the program, over \$17,000.00 in Portland Prime certificate were purchased.

Under New Business, the City Council considered Resolution 22-02 to approve the purchase and full integration of Advanced Meter Infrastructure (AMI) Technology for the water system at a cost of \$403,775.00. The Council previously approved the purchase of migrating the water meters to Automated Meter Reading (AMR), radio read Orion ME meter systems by Badger. The cost of AMI technology has come down and the products have become more robust offering potential leak detection, reverse flow indication, non-usage alarm, GPS mapping, and is now capable of being migrated from a walk-by/drive-by system (AMR) to a fixed base system (AMI) based on cellular technology. The AMI system will eliminate manual entry of water readings and will provide better accuracy. City Manager Gorman and the Director of Public Works recommend City Council's approval of the purchase.

City Manager Gorman and City Clerk Miller presented further information on the AMR vs. AMI technology.

Motion by Fitzsimmons, supported by Johnston, to approve Resolution 22-02 approving the purchase and full integration of Advanced Meter Infrastructure (AMI) technology.

Yeas: Fitzsimmons, Johnston, VanSlambrouck

Nays: None

Absent: Sheehan, Barnes

Adopted

Motion by Fitzsimmons, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on January 3, 2022, payment of invoices in the amount of \$64,331.10 and payroll in the amount of \$185,438.57 for a total of \$249,769.67. There were no purchase orders over \$5,000.00.

Yeas: Fitzsimmons, Johnston, VanSlambrouck

Nays: None

Absent: Sheehan, Barnes

Adopted

Under City Manager Comments, City Manager Gorman reminded residents to remove the snow from the sidewalks adjacent to their property.

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck

Nays: None

Absent: Sheehan, Barnes

Adopted

Meeting adjourned at 7:23 P.M.

Respectfully submitted,

Joel VanSlambrouck, Mayor Pro-Tem

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the January 17, 2022 City Council Meeting
In the City Council Chambers at City Hall
259 Kent St., Portland, MI 48875

The City Council meeting was called to order by Mayor Pro-Tem VanSlambrouck at 7:00 P.M.

Present – Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, and Johnston; City Manager Gorman; City Clerk Miller; DDA Director ConnerWellman; Police Officer Kauffman

Absent – Mayor Barnes and Council Member Sheehan

Approval of Resolution 22-02 approving the purchase and full integration of Advanced Meter Infrastructure (AMI) technology.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:23 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 Tuesday, February 1, 2022

In the Conference Room at City Hall

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

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

The session was called to order at 5:40 P.M.

City Manager Gorman gave some introductory remarks and outlined the documents provided.

City Manager Gorman reviewed the goals submitted by department heads.

There was discussion of the goals and related issues.

Finance Officer Tolan left at 8:30 P.M.

The meeting was adjourned at 9:38 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
USA TODAY NETWORK	02501	COUNCIL MTG SYNOPSIS - GEN	140.00
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	8,258.00
CBIZ RETIREMENT PLAN SERVICES	02426	ACTURIAL EVALUATION FOR GASB 74-75 - VAR DEPTS	4,000.00
FLEIS & VANDENBRINK	00153	GEN ENGINEERING SVC - GEN	1,158.54
CULLIGAN	02130	WATER X2 CITY HALL - GEN	15.00
MRWA	01935	CLASS FOR T SMITH - WW	400.00
MRWA	01935	CLASS FOR T KRIZOV -WW	400.00
MICHIGAN MUNICIPAL ELECTRIC AS	00283	2022 MEMBERSHIP DUES - ELECTRIC	5,638.00
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR/PARTS - CITY HALL	839.00
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,968.33
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	348.71
AMERICAN GOVERNOR COMPANY	02711	GATE REPAIR - ELECTRIC	3,907.73
CULLIGAN	02130	ANNUAL COOLER RENTAL FEE - POLICE	136.80
FAMILY FARM & HOME	01972	MAINTENANCE SUPPLIES - ELECT	31.98
FAMILY FARM & HOME	01972	MAINTENANCE SUPPLIES - ELECTRIC	11.96
GRAINGER, INC.	00172	OIL DRUMS STORAGE CONTAINMENT - ELECTRIC	866.99
GRAINGER, INC.	00172	INVENTORY BINS - ELECTRIC	259.80
E J EQUIPMENT, INC.	02714	REPAIR PARTS VAC TRUCK - MTR POOL	588.52
MUNICIPAL SUPPLY CO.	00324	HI VIS COATS - ELECTRIC	130.00
LITE'S PLUS INC	00243	LIGHTS POWER PLANT - ELECTRIC	248.75
POWER LINE SUPPLY COMPANY	00389	COLD WEATHER GEAR - ELECTRIC	210.00
MUNICIPAL SUPPLY CO.	00324	FIRE PROOF CABINET - ELECTRIC	1,685.02
THE PHIA GROUP	MISC	INS OVERPAYMENT J PIERSON - AMB	568.32
VANCE OUTDOORS	02611	AMMO - POLICE	1,228.70
INNOVATIVE SOFTWARE SERVICES	00198	ONE YEAR SERVICE/SUPPORT JAN-DEC 2022 - INCOME	2,049.66
BS&A SOFTWARE	00029	CEM SOFTWARE ANNUAL SUPPORT FEE - CEM	613.00
LOOMIS, EWERT, PARSLEY, DAVIS, &	G02715	LEGAL SERVICES - GEN	123.00
UNITED STATES GEOLOGICAL SURVEY	02212	STREAM GAGING FOR HYDRO - ELECTRIC	8,000.00
DURRANT BROTHERS CONSTRUCTION LLC	02612	50% OF MATERIALS FOR RED BARN REPAIR - ELECTRIC	9,780.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	10,387.67

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KYLE ENZ	02651	CLOTHING ALLOWANCE - MTR POOL	286.19
B&W AUTO SUPPLY, INC.	00030	VAR PARTS/SUPPLIES - VAR DEPTS	717.64
JOHN DEERE FINANCIAL	01818	PARTS/SUPPLIES - MAJ STS, CEM, PARK	147.84
AMERICAN WATER WORKS ASSOC.	00018	AWWA DUES K GENSTERBLUM - WATER	85.00
DETROIT SALT COMPANY	01497	50.47 TONS ROAD SALT MIDEAL - MAJ, LOC STS	2,854.08
PRINTING ESSENTIALS	02204	WATER/ELECT PAPER CONTRACTS, DOOR HANGERS	460.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	280.00
CULLIGAN	02130	2X WATER CITY HALL - GEN	15.00
GREAT LAKES JANITORIAL SERVICES	02654	OFFICE CLEANING - ELECTRIC	175.00
FAMILY FARM & HOME	01972	HARDWARE - MAJ STS	1.05
FAMILY FARM & HOME	01972	PLANT SUPPLIES - ELECTRIC	31.99
FAMILY FARM & HOME	01972	PLANT SUPPLIES - ELECTRIC	36.19
CORRIGAN OIL CO, NO. 11	02693	DIESEL FUEL - MTR POOL	364.47
D&K TRUCK COMPANY	02257	PARTS - MTR POOL	14.77
D&K TRUCK COMPANY	02257	PARTS - MTR POOL	97.82
FLEIS & VANDENBRINK	00153	WTR RISK ASSESS/ER RESPONS - WTR, APPR RES 21-3	6,000.00
TOM GOGGINS	02543	LUNCH/MILEAGE TRAINING - POLICE	57.80
LITE'S PLUS INC	00243	LED BULBS BASEMENT - ELECTRIC	497.50
MENARDS	00260	HARDWARE - ELECTRIC	8.58
MENARDS	00260	PLANT SUPPLIES - ELECTRIC	374.41
MENARDS	00260	DAM BUILDING MAINTENANCE - ELECTRIC	881.26
MODEL FIRST AID SAFETY/TRAINING	00313	EYE WASH STATIONS - ELECTRIC	1,269.44
MWEA OFFICE	01347	T SMITH MEMBER RENEW - WW	80.00
PLEUNE SERVICE COMPANY INC.	00741	QRTLY BOILER MAINT. - ELECTRIC	618.00
POWER LINE SUPPLY COMPANY	00389	GLOVES - ELECTRIC	102.00
REED & HOPPES, INC.	00390	RIGGING SUPPLIES - ELECTRIC	1,354.70
RESCO	00392	REPLACEMENT METERS - ELECTRIC	989.10
STATE OF MICHIGAN	00428	ANNUAL AIR EMISSION FEE - ELECTRIC	250.00
STATE OF MICHIGAN	00428	BACTI SAMPLES - WATER	192.00
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	770.13
PURITY CYLINDER GASES, INC.	00380	OXYGEN, HAZMAT FEE - AMB	66.20

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CULLIGAN	02130	WATER 3X - WW	43.50
GARY'S HEATING SERVICE INC	00826	TOAN PARK FURNACE REPLACEMENT - PARKS	3,600.00
LANSING SANITARY SUPPLY	02485	PAPER PRODUCTS - CEM	345.01
VAN BRO'S IRRIGATION INC.	01762	IRRIGATION CONTRACT 2022 - CITY HALL, ECON DEV	515.00
MENARDS	00260	SUPPLIES - WW	116.60
MENARDS	00260	FLOORING FOR OFFICE - WW	433.88
SPECTRUM PRINTERS, INC.	02648	QVF UD CARDS - ELECTION	68.77
BRYAN SCHEURER	00600	OFFICIAL - REC	240.00
FRED KRAMER	00564	OFFICIAL - REC	360.00
ADAM GOODWIN	02542	OFFICIAL - REC	60.00
MARCO WILLIAMS	02393	OFFICIAL - REC	360.00
MIKE FULLER	01801	OFFICIAL - REC	240.00
MARCEL MILLER	02245	OFFICIAL - REC	120.00
MARK ROBERTS	02575	OFFICIAL - REC	360.00
OWEN RUSSELL	02249	OFFICIAL - REC	180.00
RENEE LEIK	01945	OFFICIAL - REC	52.00
JODI WOODMAN	02006	OFFICIAL - REC	52.00
MANDY SPERRY	02084	OFFICIAL - REC	104.00
LINDSAY BARKER	02441	OFFICIAL - REC	104.00
KATELYN RUSSELL	02457	OFFICIAL - REC	20.00
MIKAYLA TOLAN	02713	OFFICIAL - REC	130.00
EMMA HONSOWITZ	02572	OFFICIAL - REC	120.00
ASHLEY BOWER	02623	OFFICIAL - REC	80.00
BERT'S GLASS LLC	02019	DAM DOOR AND WINDOW REPLACEMENT - ELECT APP RES	15,693.18
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	574.00
NTH CONSULTANTS, LTD	02708	SAFETY CONSULTING - ELECTRIC APP RES	1,562.72
POWER LINE SUPPLY COMPANY	00389	COLD WEATHER WORK WEAR - ELECTRIC	814.00
PETERSEN OIL & PROPANE	02534	DIESEL FUEL FOR ENGINES - ELECTRIC	610.16
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	375.28
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	25.17
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	300.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CULLIGAN	02130	WATER 4X - POLICE	22.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	354.17
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	74.10
THE POLICE AND SHERIFFS PRESS	MISC	ID CARDS - POLICE	47.95
THE POLICE AND SHERIFFS PRESS	MISC	ID CARDS - POLICE	62.95
STAR THOMAS	01654	SUPPLY REIM - POLICE, AMB	103.62
DON FOX	02717	SUPPLY FOR CABINET REIM - AMB	103.09
RIVERSIDE INTEGRATED SYSTEMS	01441	2 NEW KEYPADS, SERVICE - CITY HALL	930.88
FIRE PROS, LLC	00151	REPAIR/REPLACE SPRINKLER HEADS - CITY HALL	3,039.69
EVC, LLC	02582	REMOVE VINYL GRAPHICS FROM VEHICLE - POLICE	750.00
ARROW ROOFING & SUPPLY INC.	01740	PATCH 2 HOLES IN ROOF - CITY HALL	628.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	10,387.67
ADT COMMERCIAL	MISC	REPLACE/REPAIR BUZZER FOR DRIVE UP - CITY HALL	364.96
AARON'S PLUMBING	02581	BATHROOM TOILET REPAIR - CITY HALL	1,196.53
PAMA	01370	CITY PORTION CONTRIB TO PAMA FOR REPAIR - COMM	240.58
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	3,607.39
FLEIS & VANDENBRINK	00153	PROFESSIONAL SERVICES - ELECTRIC	1,391.25
USA TODAY NETWORK	02501	COUNCIL MEETING SYNOPSIS - GEN	82.00
CITY OF PORTLAND-PETTY CASH	00701	VAR REIM - VAR DEPTS	229.19
Total:			\$134,386.93

BI: ICLY
WAGE REPORT
January 24, 2022

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.	9,840.58	153,266.59	2,180.23	44,070.36	12,020.81	197,336.95
ASSESSOR	-	-	-	-	-	-
CEMETERY	3,945.03	57,868.78	467.18	17,237.91	4,412.21	75,106.69
POLICE	15,382.99	221,685.25	3,625.19	64,301.95	19,008.18	285,987.20
CODE ENFORCEMENT	-	1,210.65	-	139.58	-	1,350.23
PARKS	3,599.98	44,183.23	396.88	8,097.51	3,996.86	52,280.74
INCOME TAX	2,426.13	34,149.97	614.41	11,878.09	3,040.54	46,028.06
MAJOR STREETS	3,931.55	64,867.01	913.48	25,799.55	4,845.03	90,656.56
LOCAL STREETS	3,426.16	48,733.10	854.58	22,731.55	4,280.74	71,464.65
RECREATION	707.78	5,083.19	70.25	1,185.05	778.03	6,268.24
AMBULANCE	14,330.51	204,186.80	2,388.83	39,958.46	16,719.34	244,145.26
DDA	2,626.91	36,402.22	398.15	6,664.01	3,025.06	43,066.23
ELECTRIC	20,501.72	301,489.43	4,684.83	103,992.48	25,186.55	405,481.91
WASTEWATER	7,446.17	115,270.85	1,136.60	33,098.22	8,582.77	148,369.07
WATER	6,331.69	97,933.97	1,537.71	34,924.15	7,869.40	132,858.12
MOTOR POOL	770.85	12,668.70	181.41	4,504.78	952.26	17,173.48
TOTALS:	95,268.05	1,398,999.74	19,449.73	418,573.65	114,717.78	1,817,573.39

**BI-WEEKLY
WAGE REPORT
February 7, 2022**

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.	9,866.83	163,133.42	3,304.57	47,374.93	13,171.40	210,508.35
ASSESSOR	-	-	-	-	-	-
CEMETERY	3,055.93	60,924.71	1,588.67	18,826.58	4,644.60	79,751.29
POLICE	14,251.63	235,936.88	4,413.89	68,715.84	18,665.52	304,652.72
CODE ENFORCEMENT	-	1,210.65	-	139.58	-	1,350.23
PARKS	2,031.37	46,214.60	807.42	8,904.93	2,838.79	55,119.53
INCOME TAX	2,465.55	36,615.52	761.05	12,639.14	3,226.60	49,254.66
MAJOR STREETS	4,122.33	68,989.34	2,040.10	27,829.65	6,162.43	96,818.99
LOCAL STREETS	3,854.03	52,587.13	1,996.88	24,728.43	5,850.91	77,315.56
RECREATION	342.48	5,425.67	108.78	1,293.83	451.26	6,719.50
AMBULANCE	13,779.49	217,966.29	2,285.04	42,243.50	16,064.53	260,209.79
DDA	2,458.63	38,860.85	491.41	7,155.42	2,950.04	46,016.27
ELECTRIC	20,725.95	322,215.38	8,471.85	112,464.33	29,197.80	434,679.71
WASTEWATER	7,501.19	122,772.04	3,334.17	36,432.39	10,835.36	159,204.43
WATER	6,101.29	104,035.26	2,444.05	37,368.20	8,545.34	141,403.46
MOTOR POOL	501.13	13,169.83	166.02	4,670.80	667.15	17,840.63
TOTALS:	91,057.83	1,490,057.57	32,213.90	450,787.55	123,271.73	1,940,845.12

BI-WEEKLY CASH BALANCE ANALYSIS
AS OF 02/02/2022
MEETING DATE 02/07/2022

Fund	Description	Beginning Balance 01/13/2022	Total Cash in	Total Cash out	Cash Balance 02/02/2022	Time Certificates	Ending Balance 02/02/2022
101	GENERAL FUND	2,570,057.00	130,935.54	(200,029.05)	2,500,963.49	235,000.00	2,735,963.49
105	INCOME TAX FUND	237,374.88	115,073.21	(121,676.85)	230,771.24	10,000.00	240,771.24
150	CEMETERY PERPETUAL CARE FUND	61,697.51	-	-	61,697.51		61,697.51
202	MAJOR STREETS FUND	317,599.86	123,837.54	(21,099.95)	420,337.45		420,337.45
203	LOCAL STREETS FUND	152,403.89	19,315.63	(18,376.46)	153,343.06		153,343.06
208	RECREATION FUND	37,002.51	3,180.91	(4,253.11)	35,930.31		35,930.31
210	AMBULANCE FUND	129,882.51	35,404.71	(44,810.21)	120,477.01		120,477.01
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	462,545.43	3,182.76	(8,532.79)	457,195.40		457,195.40
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	-	-	-	-		-
520	REFUSE SERVICE FUND	16,091.37	10,091.70	(12,680.75)	13,502.32		13,502.32
582	ELECTRIC FUND	1,938,018.35	377,660.16	(263,600.64)	2,052,077.87	530,000.00	2,582,077.87
590	WASTEWATER FUND	(109,981.40)	98,692.90	(67,945.67)	(79,234.17)		(79,234.17)
591	WATER FUND	154,974.38	65,137.70	(61,240.90)	158,871.18	420,000.00	541,963.17
661	MOTOR POOL FUND	176,103.93	11,964.18	(13,946.03)	174,122.08		174,122.08
703	CURRENT TAX FUND	66,310.97	151,763.57	(61,141.57)	156,932.97		156,932.97
	TOTAL - ALL FUNDS	6,213,443.44	1,146,240.51	(899,333.98)	6,460,349.97	1,195,000.00	7,618,441.96
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	787,817.34	787,817.34
					ELECTRIC-PRIN & INT ESCROW	191,443.95	191,443.95
					WASTEWATER DEBT ESCROW	277,708.39	277,708.39
					WASTEWATER REPAIR ESCROW	227,157.31	227,157.31
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	44,158.01	44,158.01
							10,070,691.18

*Customer Deposit Breakdown

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



Michigan Municipal Electric Association

809 Centennial Way
Lansing, MI 48917
(517) 323-8346
browland@mpower.org

Invoice 3311

BILL TO
Tutt Gorman
City of Portland
259 Kent St
Portland, MI 48875

DATE
01/14/2022

PLEASE PAY
\$5,638.00

DUE DATE
02/13/2022

ACTIVITY	DESCRIPTION	AMOUNT
2022 Membership Dues		5,638.00

Banking Instructions for Remittances

Beneficiary: Michigan Municipal Electric Association
Financial Institution: Fifth Third Bank N.A., G.R., MI
Account Number: 7905355942 (Checking)
ABA for ACH: 072400052
ABA for Wire: 042000314

TOTAL DUE \$5,638.00

THANK YOU.

UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Make Remittance Payable To: U.S. Geological Survey
Billing Contact: Eric Hanes Phone: emhanes@usgs.gov
517-887-8951

Bill #: 90955317
Customer: 6000001519
Date: 01/13/2022
Due Date: 03/14/2022

Remit Payment To: United States Geological Survey
P.O. Box 6200-27
Portland, OR 97228-6200

Payer: THE CITY OF PORTLAND
259 KENT ST.
ATTN:MIKE HYLAND
PORTLAND MI 48875

Additional forms of payment may be accepted. Please email GS-A-HQ_RMS@USGS.GOV or call 703-648-7683 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ _____

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
01/13/2022	Billing for expenses incurred under the term of the JFA, 22NKJFA102, Dated October 1, 2021 for the shared operation of the streamgaging station on the GrandRiver at Portland, Michigan (station number 04114000), for the period October 1, 2021 to September 30, 2022. 22NKJFA102	1	8,000.00	1	8,000.00

Amount Due this Bill: 8,000.00

Accounting Classification:
Sales Order: 103852
Sales Office: GENK
Customer: 6000001519
Accounting #: 11227080

TIN: *****7243

INVOICE

22-2230

FROM:

Durrant Brothers Construction LLC
P.O. Box 541 Portland, MI 48875
(517) 712-2557
License # 2102195349
Expires: 5/31/2023

TO:

City Of Portland
Storage building next to DPW at 451 Morse dr

INVOICE DATE	DUE DATE	P.O.#/ JOB#	ORIGINAL CONTRACT \$	PRIME CONTRACT NO.	OTHER
1/10/22	upon receipt		19,860		

PART NO.	DESCRIPTION OF ITEMS(S) AND/OR WORK	QTY.	PRICE	TOTAL
	Request of 50% of contract for materials.	1.00	\$9,780.00	\$9,780.00

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	\$9,780.00
0.000% SALES TAX	\$0.00
TOTAL	\$9,780.00

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

January 17, 2022
December 1-31, 2021

Kwh Consumed	2,994,348
DIESEL PRODUCTION	3,328
HYDRO GENERATION	236,472

Total Kwh Purchased	2,754,548	Total Dollars Paid	\$ 187,968.84
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Kwh Billed

Residential	1,294,637
Commercial	640,693
Large General	590,240
City St. Lites Metered	34,155
St. Lites Unmetered	
Rental Lights	
Demand	1,848

Dollars Billed

PCA Billed	\$ 76,539.43
Residential	\$ 165,171.87
Residential EO Charge	\$ 2,365.77
Geothermal Discount	\$ (208.38)
Commercial	\$ 82,655.70
Commercial/LG EO Charge	\$ 2,416.30
Large General	\$ 50,915.88
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 2,906.01
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 227.84
Demand	\$ 14,730.69
Tax	\$ 14,942.43

Total Kwh Billed **2,561,573**

Arrears after billing	\$ (1,304.12)
Penalties Added	\$ 1,385.38
Arrears end of month	\$ 24,948.73
Fuel Cost Billed	\$ 55,039.91
Amount Collected	\$ 375,643.33
Total Adjustments	\$ 14,535.70

Total Dollars Billed **\$ 414,224.99**

Power Cost Adj. .03030

Residential Customers	2,239
Commercial Customers	329
Large General	15
Total Customers	2,583

01/06/22



CITY OF PORTLAND
January-22

WATER DEPARTMENT REPORT

MONTH	Dec-21	PERIOD COVERED	Dec. 1-31, 2021
Customers Billed		Penalties Added	\$ 348.36
City	1,841	Dollars Collected	\$ 57,149.48
Rural	24	Arrears at end of Month	\$ 4,792.71
Total Customers	1,865	Adjustments	\$ 167.75
		Gallons Pumped	10,068,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	7,302,017		\$ 54,694.99
Rural	167,749		\$ 2,062.10
Total	<u>7,469,766</u>		<u>\$ 56,757.09</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,802	Dollars Billed	\$86,123.86
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 86,123.86
Penalties Added	\$ 522.19		
Dollars Collected	\$ 86,569.97		
Arrears at end of Month	\$ 6,400.22		
Adjustments	\$ 146.35		
Gallons Treated per Million	7.950		



IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
JANUARY 25, 2022 - 7:00 P.M.

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
 - B. Approval of Closed Session minutes
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve per diem and mileage
 - C. Approve payments of General Fund Payroll and accounts payable for the month of December 2021-\$1,660,279.83
 - D. Approve payments of Health Department payroll and accounts payable for the month of December 2021-\$102,678.89
 - E. Approve payments of Road Department payroll and accounts payable for the month of December 2021-\$2,707,876.09
- VII. Unfinished Business**
- VIII. New Business**
 - A. County 4-H fair winners – John Duvall
 - B. Appoint Karen Banks as an alternate for David Hodges to Grievance Committee
 - C. Discussion of match funding of Grant for Ionia County Fire Department radio project. - Chief Tim Krizov
 - D. Request approval of agreement for Regional Perinatal Care System quality improvement initiative – Ken Bowen
 - E. Resolution Soil Erosion and Sedimentation Control-Bert Gale/Stephanie Fox
 - F. Request approval of three-year agreement with Easton Township for additional Sheriff's office services- Sheriff Noll
- IX. Department Reports**
 - A. Building Department

X. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. Board of Commissioners
- C. County Administrator

XI. Reports of Special or Ad Hoc Committees

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

XIII. Closed Session

- A. Update on tax foreclosure settlement

XIV. Adjournment

Board and/or Commission Vacancies

- Economic Development Corporation/Brownfield Redevelopment Authority – Three- three-year terms.
- Tax Allocation Board – One –one-year term expired January 2021
- Board of Public Works-Two-three-year terms expired January 2021
- Central Dispatch-One-two-year term
- Commission on Aging Board-One-three-year term expired in September
- Parks Advisory Board- Two-Two-year terms, one serving as a Member-at-Large from Lyons Area and a Representative from the Fishing and Hunting Club
- West Michigan Regional Planning Commission-Two-One-year term
- Land Bank Authority- two-three-year term

Appointments for consideration in the month of January 2022:

- Area Agency on Aging of Western Michigan Board of Directors-One-two-year term
- Board of Public Works-two-three-year terms
- Park Advisory Board-four two-year term
- Tax Allocation Board-one-one year term

Appointments for consideration in the month of February 2022:

- NONE

IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
FEBRUARY 8, 2022 - 3:00 P.M.

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
 - B. Approval of Closed Session minutes
- V. Public Comment** (Three-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**
- VIII. New Business**
 - A. Resolution for Sgt. William Hoskins
 - B. Soil and Erosion Permit Fees
 - C. Request ratification of agency signatures on agency's 2023 application for funding with MDOT- Carol Hanulcik
 - D. Request approval to enter into an agreement with the City of Ionia regarding Specialized Services Funding from the Michigan Department of Transportation- Carol Hanulcik
 - E. Request ratification of agency signature on a renewal of agency's Trademark License Agreement with Meals on Wheels America- Carol Hanulcik
 - F. Request to enter lease agreement with Shelby Products, LLC for 24 hour rated chairs-Lance Langdon
 - G. Request to remodel Central Dispatch Call Center- Lance Langdon
 - H. Request funding for Radio System Equipment- Lance Langdon
 - I. Request approval of Contractual Service Agreement between Michigan State Police and Ionia County Road Department- John Niemela
 - J. Request approval of 2022 Dust Control Contract- John Niemela
 - K. Resolution of Act 51 milage certification- John Niemela
 - L. Request approval of 2022 Fahrner Chip Seal Contract- John Niemela
- IX. Department Reports**

X. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. Board of Commissioners
- C. 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

- Economic Development Corporation/Brownfield Redevelopment Authority – Three- three-year terms.
- Tax Allocation Board – One –one-year term expired January 2021
- Board of Public Works-Two-three-year terms expired January 2021
- Central Dispatch-One-two-year term
- Commission on Aging Board-One-three-year term expired in September
- Parks Advisory Board- Three-Two-year terms, one serving as a member-at-Large from Lyons Area, a Representative from the Fishing and Hunting Club, and Lyons Village Representative
- West Michigan Regional Planning Commission-Two-One-year term
- WMRPC Comprehensive Economic Development Strategy Committee-One-One year private sector representative
- Land Bank Authority- two-three-year term

Appointments for consideration in the month of February 2022:

- None

Appointments for consideration in the month of March 2022:

- Community Mental Health Services Board- Four-Three-year terms

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21062**

- Consumers Energy Company requests Michigan Public Service Commission's approval of a gas cost recovery plan and authorization of gas cost recovery factors for the 12-month period April 2022-March 2023.
- 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, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Wednesday, February 9, 2022 at 9:00 AM

BEFORE: Administrative Law Judge Martin Snider

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 23, 2021, application requesting the Commission to: 1) approve its Gas Cost Recovery (GCR) plan and monthly Gas Cost Recovery factors for the period April 2022 through March 2023 consisting of the sum of two parts: a) a base factor of \$3.6996 per Mcf; plus, b) additional amounts contingent upon future events, determined using the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism, as proposed by Consumers Energy, or such higher factors as may be lawful and reasonable; 2) review Consumers Energy's plans and projections through March 2027, and determine that the five-year plan is reasonable and that there are no cost items which the Commission would be unlikely to permit Consumers Energy to recover from its customers in the future; and 3) grant Consumers Energy such other and further relief as is lawful and appropriate, including approval of higher GCR factors than requested in Consumers Energy's initial filing if circumstances warrant.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by February 2, 2022. (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.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21062. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. 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. 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.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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 Office of Administrative Hearings and 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.]

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21176**

- Consumers Energy Company requests Michigan Public Service Commission's approval for accounting and ratemaking approval of depreciation rates for gas utility plant.
- 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, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, February 10, 2022 at 9:00 AM

BEFORE: Administrative Law Judge Sharon Feldman

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 29, 2021, application requesting the Commission to: 1) approve Consumers Energy's gas utility plant depreciation accrual rates that would, based on year-end 2020 plant balances, result in a decrease of approximately \$0.9 million in annual depreciation expense relative to the depreciation rates currently in effect; and 2) grant Consumers Energy other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by February 3, 2022. (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.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21176**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. 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. 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.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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.

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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.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.