



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

7:00 P.M. Tuesday, July 5, 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) | |
| 7:05 PM | V. <u>City Manager Report</u> | |
| 7:05 PM | 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 22-54 Approving the Replacement of the Drop Box at Portland City Hall | Decision |
| 7:28 PM | B. Proposed Resolution 22-55 Approving Payment to Farabee Mechanical, Inc. for Repairs Made to the Norberg, Cooper Bessemer, and Fairbanks Morse Engines at the Electric Department | Decision |
| 7:30 PM | C. Proposed Resolution 22-56 Approving Payment to F&V Construction for Work Performed for the Wastewater Treatment Plant Project | Decision |
| 7:32 PM | D. Proposed Resolution 22-57 Confirming the Mayor’s Appointment to City Boards and Commissions | Decision |
| | | |
| 7:35 PM | X. <u>Consent Agenda</u> | Decision |
| | A. Minutes & Synopsis from the Regular City Council Meeting held on June 20, 2022 | |
| | B. Payment of Invoices in the Amount of \$232,322.74 and Payroll in the Amount of \$124,470.03 for a Total of \$356,792.77 | |
| | C. Purchase Orders over \$5,000.00 | |
| | 1. Anatum GeoMobile Solutions in the Amount of \$8,676.00 for GIS Locator Equipment | |
| | 2. Portland Area Municipal Authority (PAMA) in the Amount of \$11,454.06 for Renovations to the PAMA Building | |

| <u>Estimated Time</u> |
|-----------------------|
| 7:38 PM |
| 7:40 PM |
| 7:45 PM |
| 7:50 PM |

XI. Communications

- A. DDA Minutes for May 23, 2022
- B. Water Department Report for June 2022
- C. Utility Billing Report for May 2022
- D. Ionia County Board of Commissioners Agenda for June 21, 2022
- E. MPSC Notice of Public Hearing for Consumers Energy

XII. Other Business – None

XIII. City Manager Comments

XIV. Council Comments

XV. Adjournment

| <u>Desired Outcome</u> |
|------------------------|
| Decision |

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-54

**A RESOLUTION APPROVING THE REPLACEMENT OF THE DROP
BOX AT PORTLAND CITY HALL**

WHEREAS, the City maintains a drop box at Portland City Hall where residents can conveniently deposit various items when conducting city business. The drop box is original to the building which was installed in 2001 and is in need of replacement; and

WHEREAS, ADT Commercial is the company who installed the original drop box and entire drive-through service area and has maintained same over the years; and

WHEREAS, the City Manager recommends approving the proposal from ADT Commercial to install a new drop box in the amount of \$7,787.61, a copy of the proposal is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the proposal from ADT Commercial to install a new drop box in the amount of \$7,787.61, a copy of the proposal is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 5, 2022

Monique I. Miller, City Clerk

Powered by Experience.
Driven by Excellence.™

ADT Commercial

Proposal



Proposal prepared for:

CITY OF PORTLAND

Presented by:

John Brown

| 5/9/2022

Sales Agreement ID: 891150742



| | | | | | |
|---------|------|-----------------------|------------|---------------|----------|
| Branch: | 6627 | Sales Representative: | John Brown | Today's Date: | 5/9/2022 |
|---------|------|-----------------------|------------|---------------|----------|

| Customer Information | | | |
|----------------------|-----------------------------------|------------------|-----------------------------------|
| Business Name: | CITY OF PORTLAND | Phone: | (517)647-3211 |
| Address: | 259 KENT ST PORTLAND, MI 48875 | Billing Address: | 259 KENT ST PORTLAND, MI 48875 |

Investment Summary

Total Equipment and Installation Charge: \$7,787.61

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$7,787.61 to be paid over time on a progressive basis to reflect ADT's estimated percentage of work completed and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

| Site Location Information | | | |
|---------------------------|-----------------------------------|--------|---------------|
| Location Name: | CITY OF PORTLAND | | |
| Address: | 259 KENT ST PORTLAND, MI 48875 | | |
| Site #: | 183314421 | Phone: | (517)647-3211 |

| System Design Information | | | |
|---------------------------|-------------------------------------|--------|--|
| System Design Name: | CITY OF PORTAND CLERK ENVELOPE DROP | Job #: | |
| Equipment Ownership: | Customer Owned | | |
| Warranty Period: | 1 Year | | |

| Equipment List | |
|----------------|--|
| Qty | Description |
| 1 | HAMILTON 68-LD ENVELOPE HEAD AND LOCKER - COMBINATION LOCK |

| Summary of Charges | |
|--------------------------------|------------|
| Equipment & Installation Total | \$7,787.61 |
| Estimated Taxes | \$0.00 |
| Monthly Fee | \$0.00 |

Scope Of Work

| |
|--|
| |
|--|

Provide Hamilton 68-LD Envelope Drop
Remove and dispose of existing envelope drop
Prep and modify wall for new envelope depository
 Modify counter as needed
Finish on inside
Seal and caulk around outside
Set combination lock per customer

Inclusions/Exclusions

TERMS OF PAYMENT:

It is understood and agreed by and between the parties hereto, that the payment terms for contracts less than five thousand dollars (\$5,000.00) will be 60% upon signing of the contract and 40% upon completion of the installation or delivery of equipment. Contracts for five thousand (\$5,000.00) dollars and over, payment terms are as follows; 30% upon signing of the contract, 40% will be invoiced 30 days from the contract date of the project, and the final 30% will be due upon completion of the installation and/or delivery of the equipment. All invoice are due NET30. Past due invoices are subject to finance charges.

General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices

The following appendices are incorporated into the Proposal:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Appendix 1: Warranty | <input type="checkbox"/> Appendix 6: Recurring Services Terms and Conditions |
| <input checked="" type="checkbox"/> Appendix 2: General Terms and Conditions | <input type="checkbox"/> Appendix 7: Monitoring Agreement |
| <input type="checkbox"/> Appendix 3: NASPO Terms and Conditions | <input type="checkbox"/> Appendix 8: Brivo Hosted AVC and Video Terms and Conditions |
| <input type="checkbox"/> Appendix 4: ATM Install Terms and Conditions | <input type="checkbox"/> Appendix 9: Avigilon Terms and Conditions |
| <input type="checkbox"/> Appendix 5: ATM Software Support Agreement | <input type="checkbox"/> Appendix 10: Special Provisions |

Master Agreement

Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

LIMITED WARRANTIES

Equipment. ADT warrants equipment sold under the Proposal for a period of 1 Year.

Installations. ADT warrants installation of equipment for a period of 1 Year beginning at Substantial Completion (excluding software defects).

Software Installation. ADT warrants software installation and programming by ADT for a period of 1 Year beginning at Substantial Completion (excluding software defects).

ATM Services. ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

ADT Service Plan/Extended Service Plan. Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an ADT Service Plan/Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the ADT Service Plan/Extended Service Plan for the term of such plan.

NO WARRANTY

Software Upgrades. Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Sprinklers. ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMER'S EXPENSE.

Electronic Article Surveillance (EAS) and Security Gates.

a. Customer acknowledges that installation and services of EAS or security gate equipment may require cutting, fastening or bolting to their premise floor, walls and/or ceilings. ADT does not warrant and disclaims responsibility for repair of floor, floor coverings, walls, wall coverings, ceilings, ceiling patching, painting, matching of finishes, restoration or replacement, or for related expenses.

b. ADT will reimburse Customer expenses for floor excavation, cutting, and refinishing for repairs to system required during the warranty period, but not for floor covering, carpet or tile restoration or replacement.

c. For service required after the warranty period, Customer assumes all cost of repair, including but not limited to, floor excavation and refinishing, regardless of the reasons for such repair.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

EXCLUSIONS

ADT's warranty does not include:

- a. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
- b. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
- c. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
- d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
- e. Software defects;
- f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station; and/or
- g. Normal wear and tear.

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

1. Work and Services to Be Performed/Provided. ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

2. Reports. The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

3. Compensation and Payment Terms. Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed at the end of each month on a progressive basis to reflect ADT's estimated percentage of work completed. ADT's estimated percentage of completion for such invoicing may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors. Billing may include invoicing of materials stored (whether stored at ADT or delivered to the installation site), and labor for design, engineering, shop set-up and site installation, including any sub-contract labor. ADT shall not be required to provide information regarding its actual costs for a fixed or lump sum Proposal.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer monthly based on estimates of the number of hours of labor performed and to be performed during the period covered by the estimate and the hourly rate therefore, and an itemized list of charges for subcontracts, equipment, materials, supplies and other items estimated to be incurred during the period covered by the estimate, plus applicable fees or markups. Any excess or unbilled costs will be reconciled against actuals in the final invoice.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

4. Sales Taxes. Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

5. Bonds. If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

6. Insurance. Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

7. Schedule Dates. ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (8:00 am to 5:00 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

8. Installation / Site Conditions. For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

9. Ownership of Equipment. Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the commencement of installation (or upon shipment to Customer if the equipment is not to be installed by ADT). All customer owned equipment shall remain property of the customer during our installation process. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

10. Changes to Services. Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

11. Price Increase. Customer agrees that the availability and price of certain materials and commodities (for purposes of this Section "Materials") worldwide, including but not limited to, oil, gasoline, steel, aluminum, wire and plastic products can be extremely volatile. ADT's pricing for this contract is competitive and has allowed for a reasonable escalation of Materials costs. Customer agrees however, that should the cost of Materials exceed five percent (5%) above the cost to ADT as of the date of this Agreement, ADT may supply a Change Order in writing or by e-mail for the increase in the cost of Materials as described above and the Customer agrees to approve and agree to pay the Change Order in writing or by email in no more than (10) ten calendar days of the email being sent to Customer. Further, the Parties agree that notwithstanding anything stated to the contrary in the governing terms and conditions, when circumstances as described above so require, CUSTOMER AGREES THAT IN THE EVENT CUSTOMER FAILS TO ACCEPT AND APPROVE THE CHANGE ORDER WITHIN (10) TEN CALENDAR DAYS AFTER ISSUANCE BY ADT, ADT WILL PROCEED, KEEP RECEIPTS OF ALL COSTS AND ADD THE INCREASE AS WELL AS A TEN PERCENT (10 %) ADMINISTRATIVE FEE TO ITS NEXT INVOICE TO CUSTOMER.

12. Duration of Agreement/Termination. The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party. If the Customer terminates the Agreement by giving such notice, Customer shall be obligated to pay ADT (i) for all Services performed up to the time of such termination, plus all costs and expenses ADT has invested in preparing to perform such Services, and (ii) the same costs set forth in Section 10 relating to changes to the Services. The termination of the Agreement shall not affect in any way any right or claim of any party incurred or accruing prior to the date of termination, including without limitation, any right or claim of ADT for compensation payable for Services performed or reimbursable expenses incurred prior to such termination date. Compensation payable to ADT for any right or claim for work performed through the date of termination may include a reasonable profit margin in addition to costs already incurred during the Agreement.

13. Disclaimer of Legal Advice. In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the

practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

14. Confidentiality. Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

15. Intellectual Property. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

16. Independent Contractors. ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

17. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

18. Limitation of Liability. Notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, defects, errors, delays and/or interruptions relative to the Services, goods and/or materials provided by ADT exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

19. Mutual Waiver of Consequential Damages. ADT and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

20. Assignment. Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

21. Binding on Successors. Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their respective successors and permitted assigns.

22. Severability. In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

23. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

24. Non-Solicitation. Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

25. Governing Law and Attorney's Fees. The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

26. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, strikes, labor disputes or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all

demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

27. Customer Cooperation. Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 8:00 am and 5:00 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments. Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

28. Risk of Loss. This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed and uninstalled equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

29. Delays. ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

30. Hazardous Materials. Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

31. Systems Management, Optimization, Maintenance, and Backup. Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

32. Wireless Devices. Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices.

33. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

34. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

35. Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

36. Survival. Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason.

37. Waiver. The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

Acceptance

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Zero (0) month term.

IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.

ATTENTION IS DIRECTED TO THE WARRANTY, LIMITATION OF LIABILITY AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of Equipment or provision of Services. You acknowledge that you may not receive a copy of this Agreement signed by ADT's Authorized Manager, and that such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- **I am at least 18 years of age, and the information I have provided is true and correct to the best of my knowledge.**
- **I have read, understood, and agree to this Agreement, which contains important information regarding the Equipment and Services provided by ADT.**
- **I understand and agree that the placement of my signature electronically on this page constitutes my electronic signature for this Commercial Schedule of Protection Proposal and Sales Agreement, which is a valid and binding signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").**

Agreed and accepted as of the date set forth above. All checked items and options, and the attachments represented by such checked items and options are a part of this Proposal which, once fully executed, shall also be referred to herein as the "Agreement."

| | | | |
|------------------------------------|--------------|-------|------|
| Customer Authorized Representative | Printed Name | Title | Date |
|------------------------------------|--------------|-------|------|

| | | | |
|--------------------|--------------|-------|------|
| ADT Representative | Printed Name | Title | Date |
|--------------------|--------------|-------|------|

| | | | |
|------------------------|--------------|-------|------|
| ADT Authorized Manager | Printed Name | Title | Date |
|------------------------|--------------|-------|------|

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-55

**A RESOLUTION APPROVING PAYMENT TO FARABEE
MECHANICAL, INC. FOR REPAIRS MADE TO THE NORBERG,
COOPER BESSEMER AND FAIRBANKS MORSE ENGINES AT THE
ELECTRIC DEPARTMENT**

WHEREAS, the Electric Department operates back-up engines that are capable of generating approximately 40% of our load during peak demand; and;

WHEREAS, Farabee Mechanical, Inc. was previously awarded work to conduct repairs to the Norberg, Cooper Bessemer and Fairbanks Morse engines at the Electric Department and is now seeking payment in the total amount of \$111,967.75, a copy of the invoices and memo from the Electric Superintendent is attached as Exhibit A.

WHEREAS, at its meeting on June 28, 2022, 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 approve payment to Farabee Mechanical, Inc. in the total amount of \$111,967.75, a copy of the invoices and memo from the Electric Superintendent is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 5, 2022

Monique I. Miller, City Clerk

Memo



To: Board of Light & Power
From: Todd Davlin, Electric Superintendent
cc: Tutt Gorman, City Manager
Date: 6-23-2022
Re: Portland Board of Light and Power - Engine-Generator Repair

In Autumn of 2021 the Electric Department started monthly exercise of the Nordberg, Cooper Bessimer and Fairbanks Morse engine generators. The Cooper Bessimer is a black start unit that allows us to start up the office and generating plant in the event that we lost power supply from the transmission system. All three engines are MISO load management resource (LMR) and get paid capacity revenue to be able to run when called up by the MISO. To that end it is essential that the engines be operable at all times. In November, December and January we experience a number of issues with each, and Farabee mechanical asked to travel to site, trouble shoot, and repair based on their findings. Below is a summary of findings and costs.

1. Nordberg – Invoice 06102022-01 for three rebuilt fuel pumps, trouble shoot and rebuild air starter, swap fuel injectors, miscellaneous parts and gaskets for a cost of \$29,640.98
2. Cooper Bessemer – Invoice 06102-02 for one drum of descaler, hose fittings, air compressor drain valves, labor to change out #8 Head, 2 days of flushing and cleaning the water-cooling system, and fire rings for a cost of \$13,608.61.
3. Fairbanks Morse, DLA – Invoice 06102022-03 for rebuild an installation of 8 fuel injectors, air compressor drain valve, inspector door gaskets, 2 rebuild fuel pumps, labor and materials to clean and polish crankshaft and to remove and reinstall bearings caps and rod boxes, labor and materials for initial troubleshooting and post crankshaft work run in for a cost of \$68,718.16



Farabee Mechanical Inc.

PO Box 1748
 Hickman, NE 68372

Invoice

| | |
|-----------|-------------|
| DATE | INVOICE # |
| 6/10/2022 | 06102022-01 |

| |
|---|
| BILL TO |
| City of Portland, MI 259 Kent Street Portland, MI 48875 |

| |
|----------------|
| SHIP TO |
| |

| | | |
|-----------------|--------------|------------------------|
| P.O. NO. | TERMS | CONTRACT NUMBER |
| Nordberg | Net 15 | 23031422 |

| DESCRIPTION | QTY | RATE | AMOUNT |
|--|-----|------------------|-------------|
| Nordberg Service Invoice | | | |
| Nordberg Fuel Pump changed under 09282021-B, but not invoiced | 1 | 3,635.19 | 3,635.19 |
| Nordberg Fuel Pump changed May 2022 | 2 | 3,635.19 | 7,270.38 |
| Nordberg - Rebuild Air Start, Investigate Starting Issues May 2022 | 1 | 11,800.00 | 11,800.00 |
| Nordberg - Swap injectors June 2022 | 1 | 5,560.00 | 5,560.00 |
| Nordberg - Gaskets May 2022 | 1 | 1,375.41 | 1,375.41 |
| | | Total USD | \$29,640.98 |

Farabee Mechanical Inc.

PO Box 1748
 Hickman, NE 68372

Invoice

| | |
|-----------|-------------|
| DATE | INVOICE # |
| 6/10/2022 | 06102022-02 |

| |
|---|
| BILL TO |
| City of Portland, MI 259 Kent Street Portland, MI 48875 |

| |
|----------------|
| SHIP TO |
| |

| | | |
|-----------------|--------------|------------------------|
| P.O. NO. | TERMS | CONTRACT NUMBER |
| Cooper | Net 15 | 23061022 |

| DESCRIPTION | QTY | RATE | AMOUNT |
|------------------------------------|-----|------------------|-------------|
| Cooper Service | | | |
| Descaler - 55 gallon drum | 1 | 1,012.54 | 1,012.54 |
| Fire hose fittings | 1 | 217.26 | 217.26 |
| Air compressor drain | 1 | 217.15 | 217.15 |
| Labor - Change #8 Head - 2 days | 1 | 5,560.00 | 5,560.00 |
| Labor - Sandpipe Cleaning - 2 days | 1 | 5,560.00 | 5,560.00 |
| Fire rings | 9 | 115.74 | 1,041.66 |
| | | Total USD | \$13,608.61 |

Farabee Mechanical Inc.

PO Box 1748
 Hickman, NE 68372

Invoice

| | |
|-----------|-------------|
| DATE | INVOICE # |
| 6/10/2022 | 06102022-03 |

| |
|---|
| BILL TO |
| City of Portland, MI 259 Kent Street Portland, MI 48875 |

| |
|----------------|
| SHIP TO |
| |

| | | |
|-----------------|--------------|------------------------|
| P.O. NO. | TERMS | CONTRACT NUMBER |
| DLA | Net 15 | 23033122 |

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|-----|------------------|-------------|
| DLA Service | | | |
| Rebuilt DLA Injectors - 8 each | 8 | 2,446.00 | 19,568.00 |
| Air compressor drain | 1 | 217.15 | 217.15 |
| Door gaskets | 1 | 663.01 | 663.01 |
| Rebuilt Fuel Pump | 2 | 2,145.00 | 4,290.00 |
| Clean/Polish crankshaft, remove, install bearing caps & rod boxes | 1 | 35,180.00 | 35,180.00 |
| DLA Start-up/Run in | 1 | 8,800.00 | 8,800.00 |
| | | Total USD | \$68,718.16 |

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-56

**A RESOLUTION APPROVING PAYMENT TO F&V CONSTRUCTION FOR
WORK PERFORMED FOR THE
WASTEWATER TREATMENT PLANT PROJECT**

WHEREAS, Fleis & VandenBrink, through F&V Construction is serving as the design-builder for the wastewater treatment plant project; and

WHEREAS, F&V Construction has performed work in accordance to the design-build agreement and has submitted a request for payment in the amount of \$126,350.00, a copy of which is attached as Exhibit A.

WHEREAS, the City Manager and Finance Director have reviewed the pay request and recommends that City Council approves same.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the pay request from F&V Construction for work performed for the wastewater treatment plant project in the amount of \$126,350.00, a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: July 5, 2022

Monique I. Miller, City Clerk



Invoice Support

City of Portland
 259 Kent Street
 Portland, MI 48875

June 24, 2022
 FVC Project No: 1221
 Invoice No: 2064

Project: City of Portland Wastewater System Improvements, CWSRF # 5758-01

For professional services rendered through May 28, 2022

| Billing Phase | Fee | % Complete | Amount Billing | Previous Billing | Current Billing |
|--------------------------|--------------|------------|----------------------------|---------------------|-----------------|
| Design Phase Engineering | \$665,000.00 | 59.00 | \$392,350.00 | \$266,000.00 | \$126,350.00 |
| Bid Phase Engineering | \$30,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pre-Construction | \$45,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | \$740,000.00 | | \$392,350.00 | \$266,000.00 | \$126,350.00 |
| | | | Total this Invoice: | \$126,350.00 | |

Work Included:

- Basis of design calculations and report
- Hydraulic calculations and hydraulic model
- Detailed design details
- Design Drawings
- Project Specifications
- Coordination with City
- Design review meetings with City and EGLE
- Permitting coordination with EGLE
- Part 41 Permit Submittal

2960 Lucerne Drive SE, Suite 100
 Grand Rapids, MI 49546
 P: 616.977.4400
 F: 616.977.4800
 www.fv-construction.com

F&V Construction Management, Inc.

Project No:

1221

Invoice No:

2064

Date: 06/24/22

Page 2 of 2

Payment Application No. 5

City of Portland | Wastewater System Improvements, CWSRF No. 5758-01

| Contract No. | Item Description | Original Contract Amount | Changes to Date | Adjusted Contract Amount | Previous Invoice | Work Completed this Period | Total Complete to Date | Balance to Finish | Percent Complete |
|--------------|---------------------------------|--------------------------|-----------------|--------------------------|----------------------|----------------------------|------------------------|-------------------|------------------|
| | Design Phase Engineering | \$ 665,000.00 | \$ - | \$ 665,000.00 | \$ 266,000.00 | \$ 126,350.00 | \$ 392,350.00 | \$ 272,650.00 | 59% |
| | Bid Phase Engineering | \$ 30,000.00 | \$ - | \$ 30,000.00 | \$ - | \$ - | \$ - | \$ 30,000.00 | 0% |
| | Basic Services - Pre-Con and VE | \$ 45,000.00 | \$ - | \$ 45,000.00 | \$ - | \$ - | \$ - | \$ 45,000.00 | 0% |
| | Contract Total | \$ 740,000.00 | \$ - | \$ 740,000.00 | \$ 266,000.00 | \$ 126,350.00 | \$ 392,350.00 | \$ - | 53% |

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 22-57

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT TO
CITY BOARDS AND COMMISSIONS**

WHEREAS, City Council has established guidelines for appointments to City Boards and Commissions pursuant to Council Policy 96-1; and

WHEREAS, the Mayor has reviewed the applications for the various City Boards and Commissions and, in accordance with Council Policy 96-1, requests that the Council confirm the following appointments:

Portland District Library Board

-Nancy Marks to a term expiring June 30, 2026

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council confirms the Mayor's appointment as set forth above.
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: July 5, 2022

Monique I. Miller, City Clerk

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, June 20, 2022

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

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

Guests: Kathy Parsons

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

Motion by Fitzsimmons, supported by Johnston, to approve the proposed agenda.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman noted that he has issued a correspondence outlining and explaining the challenges with design for the upcoming Kent St. Improvement Project. He further outlined the funding and related concerns with the project design. The communication with the public has been received well.

Preliminary work on the Wastewater Treatment Plant Improvement Project continues to move along well. City staff has been working on a utility billing guide to outline water and wastewater rates and questions related to both. Another publication will be developed for electric service.

The Planning Commission met and continued its review of the draft zoning ordinance update. City Manager Gorman noted that he and Paul LeBlanc, the City's zoning consultant, met with Mr. Schroeder of Mayberry Homes to discuss options for the Rindlehaven property.

The prebid meeting for the Request for Proposals for the Fiber Project was held on June 15, 2022. There were a couple of interested bidders in attendance.

There were no presentations.

Under New Business, the City Council considered Resolution 22-49 to approve the agreement between the City of Portland and the City employees represented by the Chapter of the Governmental Employees Labor Council (GELC).

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 22-49 approving the agreement between the City of Portland and the City Employees represented by the Chapter of the Governmental Employees Labor Council (GELC).

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 22-50 approving a cost-of-living adjustment for non-union City employees.

Motion by Johnston, supported by VanSlambrouck, to approve Resolution 22-50 approving a cost-of-living adjustment for non-union City employees.

Yeas: Johnston, VanSlambrouck, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-51 to amend the Budget for Fiscal Year 2021-2022. The Finance Director has reviewed current fund balances and expenditures and recommends Council approve the proposed amendments.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 22-51 to Amend the Budget for Fiscal Year 2021-2022.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-52 to approve the revised MERS Hybrid Plan Agreements. The City has reformed its pension plan for all employees hired after July 1, 2010 so that new hires will be placed in a MERS Hybrid Pension with a 1% Defined Benefit (DB) pension multiplier that cannot be increased and a Defined Contribution portion that requires new hires to contribute 3% of their wages to the Defined Contribution (DC) pension portion. The City's DB and DC combined pension contribution is capped at 7% and if the DB portion costs less than 7%, then the City will contribute the difference to the employees DC portion.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-52 approving the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) and approving, authorizing, and directing the City Manager to sign same.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-53 to confirm the Mayor's appointments to City Boards and Commissions.

Motion by Sheehan, supported by Fitzsimmons, to approve Resolution 22-53 confirming the Mayor's appointments to City Boards and Commissions.

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

Motion by VanSlambrouck, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on June 6, 2022, payment of invoices in the amount of \$254,757.74 and payroll in the amount of \$173,071.09 for a total of \$427,828.83. Purchase orders to Granger in the amount of \$6,732.09 for the 2022 Clean Up Day and Fleis & VandenBrink in the amount of \$14,546.19 for engineering services for the Kent Street Improvement Project were also included.

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

Under City Manager Comments, City Manager Gorman noted the St. Patrick SummerFest will be held this upcoming weekend.

City Manager Gorman reminded residents to mow their lawns and pick up after their dogs when in public areas.

The next Council meeting will be held Tuesday, July 5, 2022.

Under Council Comments, Council Member Sheehan noted the 4th of July parade will be held at 10:00 A.M. on July 4, 2022.

Mayor Barnes noted his appreciation for the DDA's efforts to build the splash pad. It is great to see it in use so often by the community.

Mayor Pro-Tem VanSlambrouck noted the fireworks will be held on Friday, July 1, 2022.

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

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

Meeting adjourned at 7:26 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

City of Portland
Synopsis of the Minutes of the June 20, 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 Barnes at 7:00 P.M.

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

Approval of Resolution 22-49 approving the agreement between the City of Portland and the City Employees represented by the Chapter of the Governmental Employees Labor Council (GELC).

All in favor. Adopted.

Approval of Resolution 22-50 approving a cost-of-living adjustment for non-union City employees.

All in favor. Adopted.

Approval of Resolution 22-51 to Amend the Budget for Fiscal Year 2021-2022.

All in favor. Adopted.

Approval of Resolution 22-52 approving the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) and approving, authorizing, and directing the City Manager to sign same.

All in favor. Adopted.

Approval of Resolution 22-53 confirming the Mayor's appointments to City Boards and Commissions.

All in favor. Adopted.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:26 P.M.

All in favor. Adopted.

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

Monique I. Miller, City Clerk

| VENDOR NAME | VENDOR | DESCRIPTION | AMOUNT |
|----------------------------------|--------|---|----------|
| SCOTT HONSOWITZ | 00192 | CDL RENEWAL - ELECTRIC | 60.87 |
| ERIK LITTS | 01797 | ASSESSING SERVICES 2ND HALF OF JUNE 2022 - ASSE | 1,416.66 |
| GREAT LAKES JANITORIAL SERVICES | 02654 | CLEANING SERVICES - CITY HALL | 280.00 |
| TED ALBERTA | 02490 | ELECTED OFFICIAL- ELECTRIC | 450.00 |
| NICK LEFKE | 00735 | ELECTED OFFICIAL - ELECTRIC | 450.00 |
| ROBERT BALDYGA | 01636 | ELECTED OFFICIAL - ELECTRIC | 450.00 |
| THOMAS, STAR | 01654 | PHONE BILL REIM JUNE 2022 - POLICE | 40.00 |
| APPLIED IMAGING | 02493 | COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB | 21.12 |
| CULLIGAN | 02130 | 2X WATER CITY HALL - GEN | 15.50 |
| ED LEIK | MISC | REIM FOR SUPPLIES - COMM PROMO | 1,481.78 |
| COOK BROS EXCAVATING | 00101 | FABRIC UNDER LG STONE @ RED MILL - COMM PROMO | 598.48 |
| KYLE ENZ | 02651 | CLOTHING ALLOWANCE - MTR POOL | 13.81 |
| ELHORN ENGINEERING | 00139 | EL CHLOR CARBOY - WATER | 622.00 |
| STATE OF MICHIGAN | 02577 | BACTI SAMPLES - WATER | 96.00 |
| GRAINGER, INC. | 00172 | VACUUM BREAKER - WATER | 24.42 |
| GRAINGER, INC. | 00172 | EYE WASH STATIONS - WATER | 164.67 |
| FAMILY FARM & HOME | 01972 | CUTTING DISKS - MTR POOL | 23.94 |
| KURT HINDS BUILDING & RENOVATION | L02747 | NEW DOOR AT WELL #5 - WATER | 3,544.76 |
| INTERSTATE BILLING SVC | 00202 | SUPPLIES - LOC STS | 185.65 |
| HAMMOND FARMS NORTH | 02518 | TOP SOIL - MAJ, STS | 91.25 |
| HAMMOND FARMS NORTH | 02518 | TOP SOIL - LOC STS | 91.25 |
| ROD SMITH | 02317 | CLOTHING ALLOWANCE - WATER | 67.54 |
| HOMETOWN SPORTS, INC. | 01326 | EMBROIDERY ON WORK SHIRTS - AMB | 52.00 |
| KEUSCH SUPER SERVICE | 00228 | VEH 1 SULFER SMELL DIAG - POLICE | 65.00 |
| CULLIGAN | 02130 | WATER X4 - POLICE | 23.00 |
| STATE OF MICHIGAN | 00428 | QUALITY ASSURANCE ASSESSMNT - AMB | 484.11 |
| STATE OF MICHIGAN | 00428 | TOKEN FEES - POLICE | 66.00 |
| AMERICAN RENTALS, INC. | 00017 | PORTABLE TOILET RENTAL - PARKS | 258.00 |
| USA TODAY NETWORK | 02501 | COUNC MEET SYNOPSIS, BROADBAND NOTICE - GEN, EI | 341.16 |
| STAR THOMAS | 01654 | REIM FOR FLASH DRIVES/ANTENAE - POLICE | 30.17 |
| KODIAK EMERGENCY VEHICLES | 02224 | CAR 1 REPAIR - POLICE | 730.28 |

| VENDOR NAME | VENDOR | DESCRIPTION | AMOUNT |
|---------------------------------|--------|---|----------|
| DIGITAL ALLY | 02002 | WIRELESS MICROPHONE - POLICE | 215.00 |
| BOUND TREE MEDICAL LLC. | 01543 | MEDICAL SUPPLIES - AMB | 197.20 |
| BOUND TREE MEDICAL LLC. | 01543 | MEDICAL SUPPLIES - AMB | 107.02 |
| BOUND TREE MEDICAL LLC. | 01543 | MEDICAL SUPPLIES - AMB | 380.39 |
| BOUND TREE MEDICAL LLC. | 01543 | MEDICAL SUPPLIES - AMB | 104.85 |
| MHR BILLING | 01780 | MAY 2022 SVCS - AMB | 1,600.00 |
| FAMILY FARM & HOME | 01972 | 3V BATTERIES - ELECTRIC | 6.49 |
| FAMILY FARM & HOME | 01972 | HARDWARE & PLANT - ELECTRIC | 74.95 |
| FAMILY FARM & HOME | 01972 | CONCRETE MIX - ELECTRIC | 35.00 |
| GREAT LAKES JANITORIAL SERVICES | 02654 | OFFICE CLEANING - ELECTRIC | 140.00 |
| MENARDS | 00260 | BLACK MULCH - ELECTRIC | 208.60 |
| MENARDS | 00260 | DOOR FOR DAM - ELECTRIC | 392.99 |
| MODEL FIRST AID SAFETY/TRAINING | 00313 | FIRST AID SUPPLIES - ELECTRIC | 157.38 |
| O'LEARY PAINT CO | 02729 | GOLD ST LIGHT PAINT - ELECTRIC | 363.98 |
| FABRICATED CUSTOMS | 02637 | SHIRTS - ELECTRIC | 336.00 |
| RESCO | 00392 | MULE TAPE - ELECTRIC | 144.76 |
| SELBY LAWN CARE | 02736 | LAWN SERVICE - ELECTRIC | 250.00 |
| SLC METER LLC | 02286 | 1 1/2' METERS E SERIES - WATER | 1,453.18 |
| NTH CONSULTANTS, LTD | 02708 | SAFETY CONSULT - ELECTRIC RES APRV 21-64 | 5,641.25 |
| ACE-TEX ENTERPRISES, INC. | 00004 | SHOP RAGS - ELECTRIC | 716.34 |
| POWER LINE SUPPLY COMPANY | 00389 | LINEMAN TOOLS - ELECTRIC | 1,243.00 |
| O'LEARY PAINT CO | 02729 | PAINT - ELECTRIC | 527.60 |
| CORRIGAN OIL CO, NO. 11 | 02693 | DIESEL FOR GENERATOR - ELECTRIC | 1,364.75 |
| RYAN HONSOWITZ | 00191 | CLOTHING ALLOW-CEM, MTR POOL | 24.00 |
| ANTHONY SMITH | 02449 | CLOTHING ALLOWANCE - WW | 24.42 |
| CULLIGAN | 02130 | 1X WATER - WW | 8.75 |
| CULLIGAN | 02130 | 2X WATER - WW | 15.50 |
| USA BLUEBOOK | 01850 | PARTS/SHIPPING - WW | 430.01 |
| TONY HUMPHREYS | 02748 | CLOTHING ALLOWANCE - MAJ STS | 297.81 |
| INTEGRITY MOBILE SERVICES, LLC | 02749 | FIRE HYDRANT PAINTING - WATER APPRV RES 22-38 | 6,400.00 |
| CITY OF ST JOHNS | 02678 | ASSESSING SERVICES - ASSESSOR | 8,785.51 |

| VENDOR NAME | VENDOR | DESCRIPTION | AMOUNT |
|----------------------------------|--------|---|------------|
| LOOMIS, EWERT, PARSLEY, DAVIS, & | G02715 | LEGAL SERVICES - GEN, POLICE | 1,332.50 |
| S&K PRINTING | 00400 | SUMMER PROP TAX BILLS - GEN | 385.00 |
| FAMILY FARM & HOME | 01972 | ROPE - MAJ STS | 9.99 |
| MOYER CONSTRUCTION | 00316 | CONCRETE WORK SRTS - MAJ, LOC STS | 4,550.00 |
| MUNICIPAL SUPPLY CO. | 00324 | TRAFFIC PAINT -- LOC STS | 97.00 |
| CAPITAL ASPHALT LLC | 02578 | ASPHALT - MAJ STS | 97.96 |
| B&W AUTO SUPPLY, INC. | 00030 | VAR SUPPLIES - VAR DEPTS | 100.37 |
| GREG BARNES | 00036 | WORK BOOTS CLOTHING ALLOW - LOC STS | 300.00 |
| STAR THOMAS | 01654 | PURCHASES, POSTAGE, REIM - POLICE | 57.50 |
| CMP DISTRIBUTORS INC. | 01745 | UNIFORM SHIRTS/PANTS, RADIO CASE - POLICE | 255.20 |
| MODERN MARKETING INC. | 01755 | POLICE STICKERS - POLICE | 397.67 |
| BOUND TREE MEDICAL LLC. | 01543 | MEDICAL SUPPLIES - AMB | 64.91 |
| APPLIED IMAGING | 02493 | PRINTER INVOICE TRUE UP - VAR DEPTS | 4,218.45 |
| USA BLUEBOOK | 01850 | NITRILE SINGLE USE GLOVES - WW | 360.88 |
| USA BLUEBOOK | 01850 | ELECTRODE STORAGE SOLUTION - WW | 66.69 |
| USA BLUEBOOK | 01850 | SUPPLIES - WW | 1,085.89 |
| USA BLUEBOOK | 01850 | FUNNELS - WW | 254.52 |
| USA BLUEBOOK | 01850 | THERMOMETERS - WW | 160.65 |
| GRAINGER, INC. | 00172 | SLOW CLOSING SOLENOID - WW | 260.70 |
| NORTH CENTRAL LABORATORIES | 00959 | WHATMAN, FILTER PAPER - WW | 266.36 |
| NORTH CENTRAL LABORATORIES | 00959 | SUPPLIES - WW | 403.18 |
| MWEA OFFICE | 01347 | PREP CLASS - WW | 300.00 |
| USA BLUEBOOK | 01850 | RESTOCK 12V DC CHARGER - WW | 15.73 |
| USA BLUEBOOK | 01850 | AMMONIA REAGENT/TESTS - WW | 78.23 |
| USA BLUEBOOK | 01850 | AMMONIA TESTS - WW | 78.23 |
| USA BLUEBOOK | 01850 | BUFFER, BRUSHES - WW | 241.85 |
| CULLIGAN | 02130 | WATER 1X - WW | 8.75 |
| F&V CONSTRUCTION MANAGEMENT IN | 00828 | ENGINEERING COSTS MAY 2022 CWSRF - WW | 126,350.00 |
| KEN GENSTERBLUM | 00163 | WORK BOOTS CLOTHING ALLOWANCE - WATER | 273.46 |
| USA BLUEBOOK | 01850 | HACH DPD FREE STENNER QWK PRO - WATER | 376.11 |
| PORTLAND TOWNSHIP TREASURER | 00371 | ANNEX AGREEMENT REV SHARE MAR-APRIL 2022- COM F | 6,132.10 |

| VENDOR NAME | VENDOR | DESCRIPTION | AMOUNT |
|---------------------------------|--------|---|-----------|
| COOK BROS EXCAVATING | 00101 | SMITH ST SANITARY SWR REPAIR - WW | 4,652.00 |
| COOK BROS EXCAVATING | 00101 | MINI EXCAVATOR TO FIND CURB STOP - WATER | 862.50 |
| DORNBOS SIGN, INC. | 00067 | SIGNS - MAJ, LOC STS | 1,061.15 |
| FAMILY FARM & HOME | 01972 | HARDWARE - MTR POOL | 2.35 |
| COOK BROS EXCAVATING | 00101 | LIMESTONE - MTR POOL | 160.00 |
| ED FILTER | 00540 | OFFICIAL - REC | 180.00 |
| BRIAN RUSSELL | 00593 | OFFICIAL - REC | 1,200.00 |
| SHANE COOK | 02511 | OFFICIAL - REC | 60.00 |
| EMMA HONSOWITZ | 02572 | OFFICIAL - REC | 36.00 |
| AUBREE FAULKNER | 02721 | OFFICIAL - REC | 36.00 |
| BARB BROWN | 02683 | INS DEDUCT MET IN BETWEEN 2021-GEN, ELEC, WTR, | 600.00 |
| JOHN DEERE FINANCIAL | 01818 | VAR PURCHASES - VAR DEPTS | 297.60 |
| CULLIGAN | 02130 | 3X WATER - PARKS | 22.25 |
| FAMILY FARM & HOME | 01972 | FENCE POST, CAPS, RAGS - CEM | 299.06 |
| FAMILY FARM & HOME | 01972 | FUEL NOZZLE SWIVEL - PARKS | 39.99 |
| FAMILY FARM & HOME | 01972 | HARDWARE/SUPPLIES - ELECTRIC | 26.97 |
| GREAT LAKES JANITORIAL SERVICES | 02654 | CLEANING SERVICES - ELECTRIC | 75.00 |
| ALT PRINTING CO. | 02712 | TBALL SHIRTS - REC | 600.00 |
| LYDEN OIL COMPANY | 01860 | OIL FOR ENGINE/GENERATOR - ELECTRIC | 2,396.42 |
| GRP ENGINEERING INC. | 01994 | GIS DEVELOPER MAY/JUNE 2022 - ELECTRIC COUN API | 6,360.34 |
| MENARDS | 00260 | HARDWARE - ELECTRIC | 48.29 |
| MENARDS | 00260 | LUMBER, SIGNS, LIGHT- PARKS, CEM | 120.20 |
| BESCO WATER TREATMENT | 02735 | SALT MR SUPPLIES - ELECTRIC | 75.20 |
| VAN BRO'S IRRIGATION INC. | 01762 | IRRIGATION TURN ON TOAN PARK - PARKS | 82.00 |
| GRP ENGINEERING INC. | 01994 | GIS MAPPING/ASSET MGMT & SUPPORT - ELECT COUN F | 696.00 |
| GRP ENGINEERING INC. | 01994 | GIS MAPPING/ASSET MGMT & SUPPORT - ELECT COUN F | 1,307.00 |
| GRP ENGINEERING INC. | 01994 | GIS MAPPING/ASSET MGMT & SUPPORT - ELECT COUN F | 3,268.50 |
| GRP ENGINEERING INC. | 01994 | GIS MAPPING/ASSET MGMT & SUPPORT - ELECT COUN F | 170.00 |
| SHANE SCHEURER | 01575 | CLOTHING ALLOWANCE - ELECTRIC | 300.00 |
| PAMA | 01370 | CONT TO PAMA -COMM PROMO | 11,454.06 |
| CITY OF PORTLAND - PETTY CASH | 00701 | POSTAGE, MILEAGE, SUPPLIES - VAR DEPTS | 756.14 |

Date: 06/30/22

CITY OF PORTLAND INVOICE REGISTER

Page: 5

| VENDOR NAME | VENDOR | DESCRIPTION | AMOUNT |
|--------------------------|--------|-----------------------------------|--------------|
| WALKER PROCESS EQUIPMENT | 02655 | SKIMMER ARM, SQUEEGEE, BLADE - WW | 2,611.69 |
| Total: | | | \$232,322.74 |

**BI-WEEKLY
WAGE REPORT
June 27, 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. | 10,696.04 | 266,997.73 | 2,747.06 | 75,953.91 | 13,443.10 | 342,951.64 |
| ASSESSOR | - | - | - | - | - | - |
| CEMETERY | 5,840.80 | 97,496.62 | 586.88 | 26,425.93 | 6,427.68 | 123,922.55 |
| POLICE | 12,615.59 | 391,875.44 | 2,721.69 | 105,037.89 | 15,337.28 | 496,913.33 |
| CODE ENFORCEMENT | 127.96 | 1,752.22 | 10.25 | 187.68 | 138.21 | 1,939.90 |
| PARKS | 5,536.18 | 76,621.26 | 521.29 | 14,402.02 | 6,057.47 | 91,023.28 |
| INCOME TAX | 2,465.60 | 61,401.10 | 635.89 | 19,212.23 | 3,101.49 | 80,613.33 |
| MAJOR STREETS | 4,844.96 | 109,619.14 | 1,134.03 | 40,779.07 | 5,978.99 | 150,398.21 |
| LOCAL STREETS | 3,813.75 | 92,060.26 | 841.09 | 38,869.45 | 4,654.84 | 130,929.71 |
| RECREATION | 342.44 | 8,972.19 | 43.11 | 1,980.95 | 385.55 | 10,953.14 |
| AMBULANCE | 15,772.40 | 380,900.47 | 2,880.59 | 72,718.70 | 18,652.99 | 453,619.17 |
| DDA | 2,405.24 | 66,532.17 | 359.32 | 12,078.53 | 2,764.56 | 78,610.70 |
| ELECTRIC | 21,677.83 | 543,583.15 | 4,983.88 | 175,359.22 | 26,661.71 | 718,942.37 |
| WASTEWATER | 8,518.62 | 203,183.12 | 1,316.35 | 57,249.39 | 9,834.97 | 260,432.51 |
| WATER | 8,266.85 | 173,674.14 | 1,950.61 | 57,708.86 | 10,217.46 | 231,383.00 |
| MOTOR POOL | 722.81 | 20,006.85 | 90.92 | 6,268.97 | 813.73 | 26,275.82 |
| TOTALS: | 103,647.07 | 2,494,675.86 | 20,822.96 | 704,232.80 | 124,470.03 | 3,198,908.66 |



PURCHASE ORDER

City of Portland

P.O. 10136

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

VENDOR Anatum GeoMobile Solutions

DATE: 07/01/22

| DESCRIPTION | GL NUMBER | SPLIT | LINE TOTAL |
|-------------------------------------|-----------|-------|----------------|
| <u>GIS locator Equipment</u> | | | <u>8676.00</u> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| DEPARTMENT HEAD (UP TO \$500) _____ | | TOTAL | |

Treasurer Initials

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

Memo



To: Board of Light & Power

From: Todd Davlin, Electric Superintendent

cc: Tutt Gorman, City Manager

Date: 6-28-2022

Re: Portland Board of Light and GIS Locator Equipment

Attached please find a proposal from Anatum GeoMobile Solutions for GIS location equipment. Anatum is the vendor recommended by GRP Engineering. The proposal is for a EOS Arrow Gold RTK and needed accessories. The unit is capable of sub 1-foot accuracy under normal operating conditions which allows for future potential use of collected data to be used for locating utilities. The specific equipment and vendor have both been recommended by GRP engineering.

RECOMMENDATION: Authorize and recommend that City Council approve the purchase of and EOS Arrow Gold RTK GIS locator with accessories. This is the product and vendor recommended by GRP Engineering for our distribution asset management program. The cost of the locator and accessories is \$8,676.00.

Anatum GeoMobile Solutions

15688 SW 72nd Ave
 Portland, OR 97224 US
 800-980-4649
 info@agsgis.com

Estimate



| ADDRESS |
|--|
| Todd Dalvin City of Portland, MI 259 Kent Street Portland, MI 48875 |

| SHIP TO |
|--|
| Todd Dalvin City of Portland, MI 259 Kent Street Portland, MI 48875 |

| ESTIMATE # | DATE | EXPIRATION DATE |
|------------|------------|-----------------|
| 4360 | 06/15/2022 | 09/30/2022 |

SHIP VIA

FedEx Ground

SALESPERSON

Ryan

| QTY | PRODUCT | DESCRIPTION | RATE | AMOUNT |
|-----|---|---|----------|----------|
| 1 | EOS Arrow Gold RTK | Arrow Gold RTK kit - Receiver, (1) L1/L2/L5, Lband antenna, (1) Antenna Mounting Plate, (1) Antenna Cable 0.1m RSMA(M) / BNC(F), (1) Pole Bracket, (1) Pole Clamp, (1) Battery pack, (1) Battery charger, 100-240V, (1) 6 ft. USB-A - Mini B cable, (1) Anatum's Hard Shell Case, (1) 2-year Warranty (90-day Battery Warranty) S/N: | 7,995.00 | 7,995.00 |
| 1 | Carbon Fiber 2 Meter Fixed-Height Range Pole | Carbon fiber 2-meter fixed height range pole with carrying bag. Weight 1.8lbs. | 225.00 | 225.00 |
| 1 | UltraLight Carbon Fiber Bipod Legs | UltraLight Carbon Fiber bipod legs with bag. 100% carbon fiber | 225.00 | 225.00 |
| 1 | Arrow Quick-Release Pole Adapter Kit | This adapter kit mounts on a 5/8" survey pole. Includes (1) GPS Quick-Release Adapter 5/8" threads, (1) GPS Quick-Disconnect Adapter 5/8" threads, (1) Carbon fiber 3.5-inch pole extension | 147.00 | 147.00 |
| 1 | Ram Mount - Tough Tray II for Netbooks and iPads | This spring loaded tablet mount will hold iPad sized 9.7" to 12.9" tablets with tough case. | 94.00 | 94.00 |
| 1 | Antenna Cable (short) | Free Spare Short Braided antenna cable - SMA to SMA (Reg. Price \$45.00) | 0.00 | 0.00 |
| 1 | Lifetime Tech Support | AGS provides lifetime technical support for Eos Arrow brand receivers. This \$1,000.00 service will be provided for free | 0.00 | 0.00 |
| 1 | Anatum's Quick Start Guide | Purchase includes Anatum's custom Arrow Quick Start Guide booklet that includes Best Use Practices and information about Esri Collector interface | 0.00 | 0.00 |

Any sales or use taxes in-state at the buyer's location is the responsibility of the buyer. AGS will invoice and collect sales taxes for applicable products shipped to NJ, TN, IL.

Portland Area Municipal Authority

| City of Portland | GOVERNMENTAL UNITS Portland Township | Danby Township |
|---|---|----------------|
| | June 29, 2022 | |
| | Current Bills | |
| Nielsen Commercial Construction Co. | | \$ 28,635.14 |
| Total: | | \$ 28,635.14 |
| City of Portland 40% of \$ 28,635.14 = Balance due \$ 11,454.06 | | |



Nielsen Commercial Construction
Company
Powered by PerTeam

INVOICE NUMBER 2720001-002

06/29/2022

Portland Area Municipal Authority
Mercy Lay
773 E. Grand River Ave.
Portland, MI 48875

RE: PAMA_FD/PD Renovation-8050 - Portland Area Municipal Authority

Facility Name: Portland Area Municipal Authority

Service Location: Portland Area Municipal Authority, 773 E. Grand River Ave., Portland, MI 48875

Customer Contract ID:

Please accept our invoice for work completed on the project referenced above.

General Description of Work Completed:

*Progress Billing #1 Thru 6/24/22

Invoice Summary:

| | |
|--------------------------------------|---------------------|
| Project Value | 32,809.79 |
| Completed and Stored To Date | 32,809.79 |
| Retainage | 0.00 |
| Total Completed Less Retainage | 32,809.79 |
| Less Previous Amount Billed | 4,174.65 |
| Current Amount | \$ 28,635.14 |

This Amount is Due on 07/29/2022.

Please remit payment to: Nielsen Commercial Construction Company Inc.
4604 West Holt Rd.
Holt, MI 48842

The following Attachment is hereby incorporated by reference:
-none-

Please contact me via email at mriggins@nielsenconstructioninc.com or by telephone at 517-898-7103 if you have questions or require additional information.

Regards,

Nielsen Commercial Construction Company

Matt Riggins
Project Manager

C:

Minutes of the Downtown Development Authority
City of Portland
Held on Monday, May 23, 2022
In the Council Chambers at City Hall

Members Present: Grimminck, Barnes, Williamson, Gorman, Madarang, Briggs, Antaya

Members Absent: Hengesbach

Staff: City Clerk Miller

Staff Absent: Director ConnerWellman

Guests: None

Chair Grimminck called the meeting to order at 7:02 P.M.

Motion by Madarang, supported by Williamson, to excuse Member Hengesbach.
All in favor. Adopted.

Motion by Madarang, supported by Williamson, to approve the agenda as presented.
All in favor. Adopted.

There was no public comment.

Motion by Williamson, supported by Madarang, to approve the minutes of the April 25, 2022 meeting.
All in favor. Adopted.

The Treasurer's Report was not available for the meeting.

Motion by Williamson, supported by Madarang, to authorize Mayor Barnes to review and authorize the expenditures in the May Treasurer's Report.
All in favor. Adopted.

Under Team Reports, Mayor Barnes and Member Williamson both stated they were unable to attend the Organization & Marketing meeting due to other commitments.

City Manager Gorman suggested the meetings are interesting but it should be considered if these meetings are actually productive.

There was discussion.

Under Old Business, the members noted that no one was able to watch the Downtown Training Series in order to provide feedback.

Chair Grimminck noted the event layout for Beerfest was included in the packet. The proposed layout will include the bathrooms and fireplace at Toan Park but will not include the splash pad. Director ConnerWellman has advised she will rent a porta-potty to place outside the fence for those visiting the splash pad.

Motion by Williamson, supported by Madarang, to approve the proposed layout for the Beerfest event.

All in favor. Adopted.

Chair Grimminck noted the City has decided to move forward with an application for the RAP Revitalization & Placemaking Grant. The Port and Fabiano's had initially decided to participate in the process but have since decided against it.

City Manager Gorman thanked City staff and engineers for their efforts to meet the short deadline for RAP in the midst of all their other duties.

Chair Grimminck noted that a date will be set for a community cleanup of the property at 103 Kent St.

Under New Business, Chair Grimminck stated that Member Hengesbach's term on the DDA is expiring on June 30, 2022; she is waiting to hear if she wishes to be reappointed to a new term.

City Manager Gorman noted that public workshops are being held to gather input from the community regarding the recent downtown parking study and potential design for the upcoming Kent St. Improvement Project. The goal is for construction to take place in 2023 but there are several easements that must be secured. The parking study is available on the City's website.

Under the Director Report, Chair Grimminck noted that Director ConnerWellman's report was distributed before the meeting tonight.

Under Board Member Comments, City Manager Gorman noted the splash pad was opened earlier than expected and it was very well received. He further noted the Planning Commission continues with their review of the draft Zoning updates.

Member Briggs noted the Memorial Day Parade will be held Monday, May 30, 2022 at 10:00 A.M. and will follow the normal route from the Veterans Bridge up Bridge St. to the cemetery.

Motion by Barnes, supported by Williamson, to adjourn the meeting at 7:31 P.M.

All in favor. Adopted

Respectfully submitted,

Margery Briggs, Secretary

City Of Portland
Water Department
Monthly Water Report
June 2022

Monthly Water Production

| | |
|---------|-------------------|
| Well #4 | 7,513,000 Gallons |
| Well #5 | 0 Gallons |
| Well #6 | 5,966,000 Gallons |
| Well #7 | 15,000 Gallons |

Daily Water Production

| | |
|---------|-----------------|
| Well #4 | 242,355 Gallons |
| Well #5 | 0 Gallons |
| Well #6 | 192,452 Gallons |
| Well #7 | 484 Gallons |

Daily Average Water Production for All Wells 435,291 Gallons

Total Water Production for the Month 13,494,000 Gallons

Total Water Production for the Previous Month 10,248,000 Gallons

Total Production increased by 3,246,000 Gallons

Total Production for This Month from the Previous Year 11,839,000 Gallons

Total Production increased by 1,655,000 Gallons

Rodney D. Smith Jr.
Water Technician

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

June 20, 2022
May 1-31, 2022

| | |
|--------------------------|-----------|
| Kwh Consumed | 2,899,888 |
| DIESEL PRODUCTION | 9,473 |
| HYDRO GENERATION | 180,979 |

| | | | |
|----------------------------|------------------|---------------------------|----------------------|
| Total Kwh Purchased | 2,709,436 | Total Dollars Paid | \$ 265,985.60 |
|----------------------------|------------------|---------------------------|----------------------|

Kwh Billed

| | |
|------------------------|---------|
| Residential | 863,671 |
| Commercial | 508,928 |
| Large General | 520,880 |
| City St. Lites Metered | 6,365 |
| St. Lites Unmetered | |
| Rental Lights | |
| Demand | 2,056 |

Dollars Billed

| | |
|-------------------------|---------------|
| PCA Billed | \$ 34,872.11 |
| Residential | \$ 116,732.58 |
| Residential EO Charge | \$ 1,614.16 |
| Geothermal Discount | \$ - |
| Commercial | \$ 66,881.54 |
| Commercial/LG EO Charge | \$ 2,419.71 |
| Large General | \$ 46,045.96 |
| Large EO Charge | \$ 18.40 |
| City St. Lights Metered | \$ 612.59 |
| St. Lights Unmetered | \$ 1,543.05 |
| Rental Lights | \$ 227.84 |
| Demand | \$ 16,381.82 |
| Tax | \$ 10,617.48 |

Total Kwh Billed 1,901,900

Total Dollars Billed \$ 297,967.24

| | |
|-----------------------|---------------|
| Arrears after billing | \$ 9,074.70 |
| Penalties Added | \$ 1,819.11 |
| Arrears end of month | \$ 27,390.29 |
| Fuel Cost Billed | \$ 35,952.89 |
| Amount Collected | \$ 387,983.08 |
| Total Adjustments | \$ 2,046.30 |

Power Cost Adj. .01841

| | |
|------------------------|--------------|
| Residential Customers | 2,244 |
| Commercial Customers | 329 |
| Large General | 15 |
| Total Customers | 2,588 |

06/02/22



CITY OF PORTLAND
June-22

WATER DEPARTMENT REPORT

| MONTH | May-22 | PERIOD COVERED | May 1-31, 2022 |
|-----------------------|------------------|---------------------------------------|-------------------------|
| Customers Billed | | Penalties Added | \$ 339.83 |
| City | 1,869 | Dollars Collected | \$ 58,947.32 |
| Rural | 23 | Arrears at end of Month | \$ 4,085.71 |
| Total Customers | 1,892 | Adjustments | \$ (201.37) |
| | | Gallons Pumped | 10,248,000 |
| | | Hydrant Flusing/Rental (unmetered) | 0 (hydrant flushing) |
| Gallons Billed | | Dollars Billed | |
| City | 6,392,265 | | \$ 52,397.03 |
| Rural | 191,635 | | \$ 2,198.68 |
| Total | <u>6,583,900</u> | | <u>\$ 54,595.71</u> |

SEWER DEPARTMENT REPORT

| | | | |
|------------------|-------|--------------------|---------------------|
| Customers Billed | 1,818 | Dollars Billed | \$79,581.77 |
| | | Sewer Credit | \$ - |
| | | Total Sewer Billed | \$ 79,581.77 |

| | |
|-----------------------------|--------------|
| Penalties Added | \$ 544.88 |
| Dollars Collected | \$ 88,706.22 |
| Arrears at end of Month | \$ 6,361.46 |
| Adjustments | \$ (240.20) |
| Gallons Treated per Million | 9.047 |



IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
JUNE 21, 2022 - 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN

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
- 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. Administrator Search-Jerry Richards MML Search Facilitator
- IX. Department Reports**
 - A. Sheriff Department
 - B. Community Mental Health- Kerry Possehn
- 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 – Four- three-year terms.
- Board of Public Works-Two-three-year terms expired January 2021
- Central Dispatch-One-two-year term and one-two-year Township Board Representative
- Commission on Aging Board-One-three-year term expired in September
- Parks Advisory Board- One-Two-year terms, Representative from the Fishing and Hunting Club
- West Michigan Regional Planning Commission-Two-One-year term
- Land Bank Authority- two-three-year term
- Solid Waste Planning Committee-three-two-year term, one serving as industrial waste generator representative, one management industry, and one regional Solid Waste Planning Agency rep.

Appointments for consideration in the month of June 2022:

- NONE

Appointments for consideration in the month of July 2022:

- NONE

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC AND NATURAL
GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21205**

- Consumers Energy Company requests Michigan Public Service Commission for authority to reconcile its 2021 Energy Waste Reduction Plan Costs.
- 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: Tuesday, July 12, 2022 at 9:30 AM

BEFORE: Administrative Law Judge Katherine Talbot

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) May 31, 2022 application requesting the Commission to: 1) determine that Consumers Energy's 2021 Energy Waste Reduction (EWR) Plan reconciliation is reasonable and prudent and meets all relevant requirements under Act 295; 2) approve the collection of a financial performance incentive payment for both the natural gas and electric EWR Plan, the collection of which is to be completed by December 31, 2023, in order to comply with the requirements of ASC 980-605-25; 3) approve the EWR surcharge mechanism as proposed by Consumers Energy; 4) approve the conversion of 247,816 EWR Credits into Renewable Energy Credits in 2021 for use in meeting the Consumers Energy's renewable energy requirements under Act 295; and 5) grant Consumers Energy other and further 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 July 5, 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-21205**. 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.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 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.; 2008 PA 295, as amended, MCL 460.1001 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.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**