



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

7:00 P.M. Tuesday, September 5, 2023

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <b><u>Call to Order</u></b>	
7:01 PM	II. <b><u>Pledge of Allegiance</u></b>	
7:02 PM	III. <b><u>Acceptance of Agenda</u></b>	Decision
7:04 PM	IV. <b><u>Public Comment</u></b> (5-minute time limit per speaker)	
7:05 PM	V. <b><u>City Manager Report</u></b>	
7:15 PM	VI. <b><u>Presentations</u></b> A. DDA Director ConnerWellman – Downtown Report	
	VII. <b><u>Public Hearing(s)</u></b> - None	
	VIII. <b><u>Old Business</u></b> - None	
	IX. <b><u>New Business</u></b>	
7:20 PM	A. Proposed Resolution 23-57 Regarding the Adoption of Right-of-Way Regulations and Standards	Decision
7:28 PM	B. Proposed Resolution 23-58 Approving a Cyber Insurance Policy for the City of Portland	Decision
7:40 PM	C. Proposed Resolution 23-59 Approving the Michigan Public Power Agency’s (MPPA) Recommendation to Approve, Authorize, and Direct the Member Authorized Representative to Sign the Energy Services Project Amended and Restated Power Purchase Commitment Authorization for Solar Power	Decision
7:43 PM	D. Proposed Resolution 23-60 Approving Payment to F&V Construction for Work Performed for the Wastewater Treatment Plant Project	Decision
	X. <b><u>Consent Agenda</u></b>	
7:45 PM	A. Minutes and Synopsis of the Regular City Council Meeting held on August 21, 2023	
	B. Payment of Invoices in the Amount of \$76,407.28 and Payroll in the Amount of \$155,651.35 for a Total of \$232,058.63	
	C. Purchase Orders over \$5,000.00	
	1. CHOP in the Amount of \$5,300.80 for Removal of 28 Trees	
	2. M Power in the Amount of \$6,600.00 for GIS Professional Service	
	3. Civic Plus in the Amount of \$8,482.99 for Annual Website Service	

**Estimated  
Time**

**Desired  
Outcome**

4. D&E Electric in the Amount of \$9,230.00 for Installation of Engine Heaters for the Power Plant Generators

**XI. Communications**

- A. DDA Minutes for July 24, 2023
- B. DDA Treasurer’s Report for August 28, 2023
- C. Utility Billing Report for July 2023
- D. Ionia County Board of Commissioners Agenda for August 22, 2023
- E. MPSC Notice of Hearing for Consumers Energy
- F. MPSC Notice of Hearing for Consumers Energy
- G. MPSC Notice of Hearing for Consumers Energy

7:50 PM

**XII. Other Business – None**

7:55 PM

**XIII. City Manager Comments**

8:00 PM

**XIV. Council Comments**

8:05 PM

**XV. Adjournment**

Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 23-57**

**A RESOLUTION REGARDING THE ADOPTION OF  
RIGHT-OF-WAY REGULATIONS AND STANDARDS**

**RECITALS**

**WHEREAS,**

- A. Article 7 § 29 of the Michigan Constitution grants the City reasonable control over its highways, streets, alleys, and public places.
- B. The Home Rule City Act, PA 279 of 1909 (MCL 117.1 *et seq.*) grants the City broad authority to provide for the health, safety, and welfare of the community.
- C. The City has a long history of requiring that utilities be installed underground in order to preserve the aesthetic and unique character of the City.
- D. Installing utilities underground and minimizing obstructions within the public rights-of-way is consistent with the City Master Plan.
- E. Installing utilities underground and minimizing obstructions within the public rights-of-way increases public safety and improves service reliability.
- F. Installing utilities underground and minimizing obstructions within the public rights-of-way is necessary to protect the health, safety, and welfare of the community.

**RESOLVED**

**NOW, THEREFORE, BE IT RESOLVED,**

- 1. The City desires to set forth clear standards for the regulation of public rights-of-way in order to achieve the above-mentioned goals and purposes.
- 2. The attached “Right-of-Way Regulations and Standards” are hereby adopted.
- 3. The Right-of-Way Regulations and Standards should be interpreted in a manner consistent with applicable state law, federal law, and City ordinances.
- 4. The Right-of-Way Regulations and Standards should be interpreted in a manner that affords the City discretion in the regulation of its public rights-of-way.

5. Any conflicting resolutions are hereby repealed to the extent of any conflict with this Resolution.
6. This Resolution is effective immediately.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** September 5, 2023

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

**CERTIFICATION**

I hereby certify that the above is a true copy of Resolution No. \_\_\_\_\_ adopted by the City Council for the City of Portland at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,

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



# PORTLAND

## MICHIGAN

### RIGHT-OF-WAY REGULATIONS AND STANDARDS

The purpose of this policy is to provide regulations for the prospective use of public rights-of-way within the City in order to protect the health, safety, and welfare of the community, preserve the aesthetic and unique character of the City, and provide nondiscriminatory standards to facilitate the installation and operation of necessary infrastructure. This policy is not exhaustive and is intended to supplement other regulations or requirements. It should be interpreted in a manner consistent with applicable state law, federal law, and City ordinances.

The requirements of this policy are severable and may be waived or modified by the City Manager, or the City Manager's designee, as required by law; in the interest of public safety; if the strict application of the requirements would not be technologically feasible, would be unreasonably discriminatory, or would otherwise result in materially inhibiting the provision of services; or if the strict application of the requirements would result in undue costs to the City. Any waiver or modification should be limited in scope to the extent feasible. The City Manager, or the City Manager's designee, may attach reasonable conditions to any waiver or modification in order to achieve the intent of the requirements being waived or modified.

**Section 1. – Definitions.** Unless otherwise specified, as used in this policy:

“Telecommunication facilities” means the equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication facilities or facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in section 332(d) of part I of title III of the communications act of 1934, chapter 652, 48 Stat. 1064, 47 USC 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

“Cable system” means that term as defined in the Uniform Video Services Local Franchise Act, PA 480 of 2006 (MCL 484.3301 et seq.), as amended.

“Small cell wireless facility” means a wireless facility that meets both of the following requirements: (i) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet. (ii) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements,

telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

“Utility pole” means a pole or similar structure that is or may be used in whole or in part for cable or wireline communications service, electric distribution, lighting, traffic control, signage, or a similar function, or a pole or similar structure that is under 40 feet in height and is designed to support small cell wireless facilities. A utility pole does not include a sign pole less than 15 feet in height above ground.

**Section 2. - Permits Required.** Permits are required for the following:

- A. Right-of-way. A City Right-of-Way Permit is required to install equipment and facilities, excavate, remove or trim trees, or conduct work within the public right-of-way, and to conduct activities that may substantially affect or obstruct vehicular or pedestrian traffic within the public right-of-way.
- B. Small Cell Wireless Facilities: A City Small Cell Wireless Facilities Permit is required to colocate small wireless facilities or to install, modify, or replace utility poles on which small cell wireless facilities will be colocated within the public right-of-way.
- C. METRO Act Permit. A City Metro Act Permit is required for any provider using or seeking to use the public right-of-way for its telecommunication facilities.

**Section 3. Undergrounding Required.**

- A. The City has a long history of requiring that utilities be installed underground in order to preserve the aesthetic and unique character of the City and to protect the health, safety, and welfare of the community.
- B. Excluding utility poles utilized for street lights, traffic signals, or other attachments necessary for public safety, cable systems, telecommunication facilities, electric distribution facilities, and other utilities should be installed underground to the extent feasible.

**Section 4. - Ground Mounted Equipment And Utility Poles.**

- A. To the extent feasible, all ground mounted equipment and utility poles within the public right-of-way must be installed in accordance with the minimum spacing requirements listed in Table 4.1. Distances are measured as the shortest straight-line distance between the edge of the ground mounted equipment or utility pole and the specified feature.

	Spacing Distance
Building Exit Discharge	5 feet
Curb Cut	2 feet
Driveways	10 feet
Fire Hydrant	15 feet
Fire Lane	6 feet
Sidewalk/ Path Edge	2 feet
Street Pavement Edge	5 feet
Trees in the right-of-way	15 feet

Table 4.1

- B. To the extent feasible, all ground mounted equipment and utility poles within the public right-of-way must be installed along a property line that is perpendicular to the public right-of-way. See Fig. 4.1.

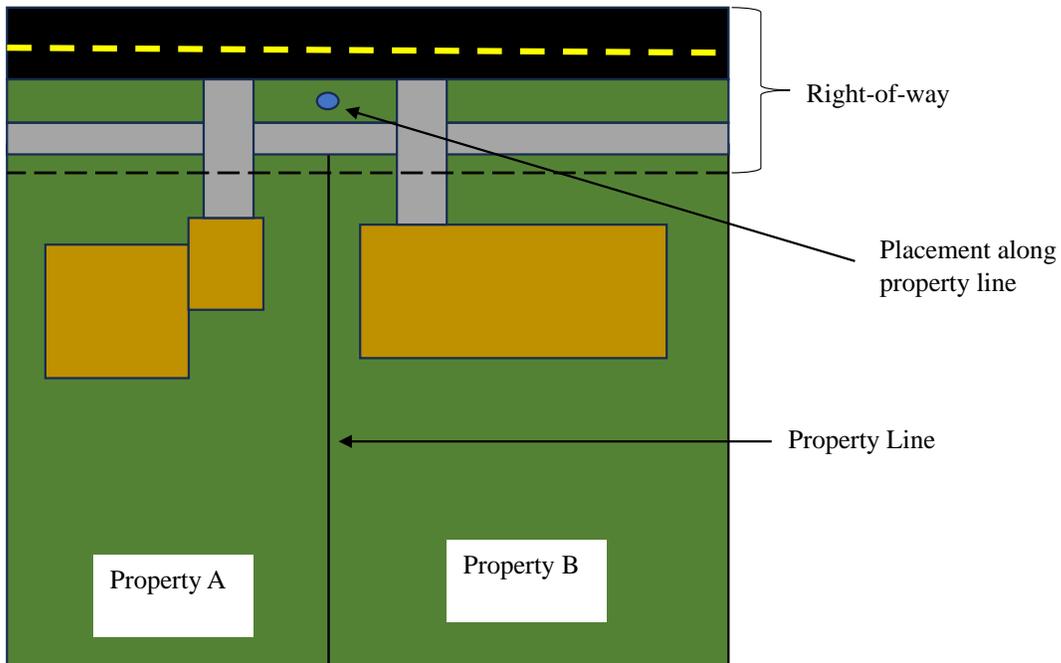


Fig. 4.1

- C. To the extent feasible, ground mounted equipment and utility poles must not be installed within the field of view of principal residential buildings. Field of view is defined as that space between the principal residential building and the street created by extending a perpendicular line from the corners of the principal residential building to the street. See Fig. 4.2.

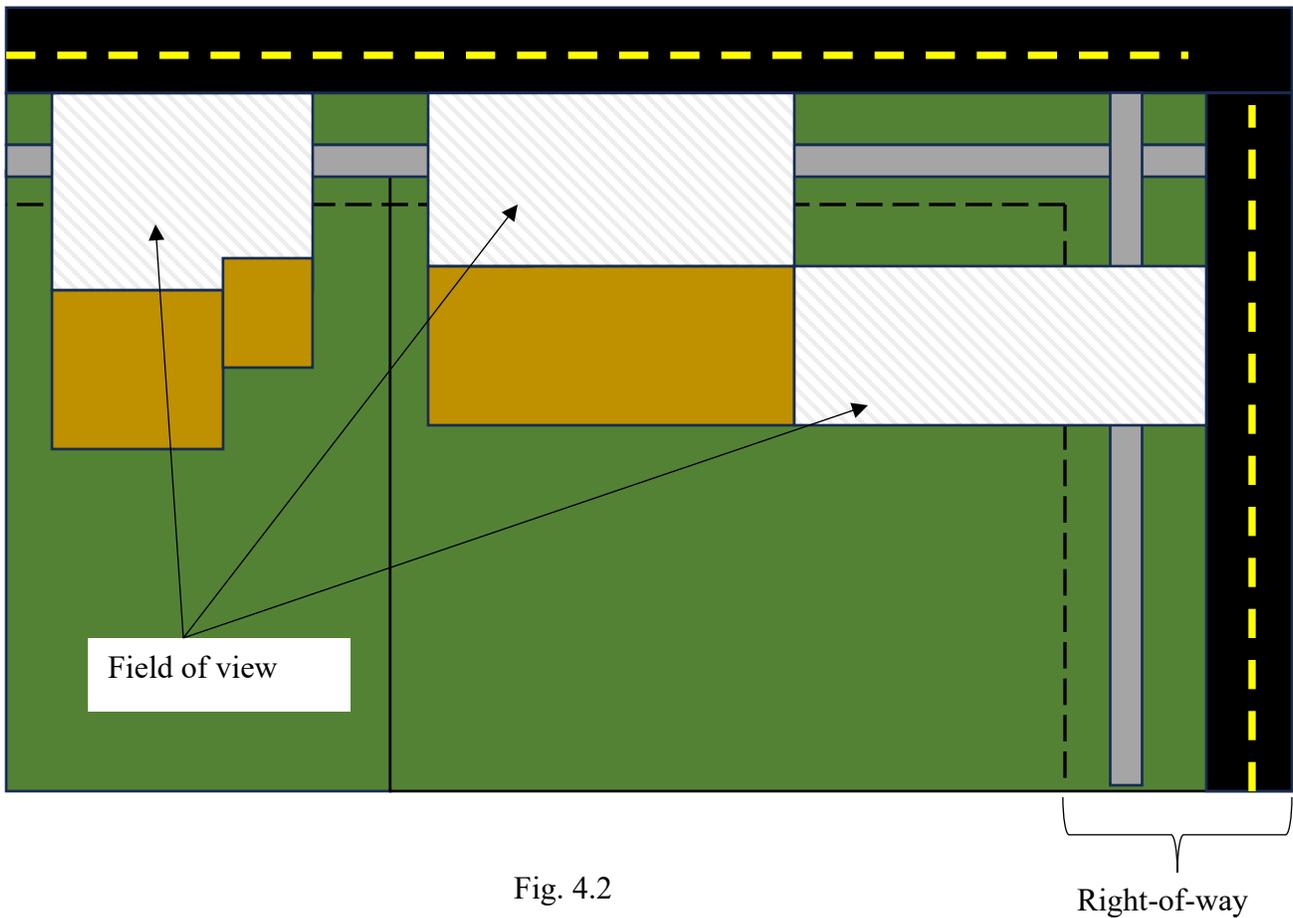


Fig. 4.2

Right-of-way

- D. Ground mounted equipment and utility poles must be located in such a way so as to not impede, obstruct, or hinder reasonable pedestrian or vehicular travel, affect public safety, obstruct the legal access to or use of the public right-of-way, violate applicable laws and ordinances, violate or conflict with public right-of-way design standards, specifications, or requirements, violate the Federal Americans with Disabilities Act, or in any way create a risk to public health, safety, or welfare.
- E. The centerline of ground mounted equipment and utility poles must be installed and aligned with existing utility poles and trees to the extent feasible.
- F. Utility poles and ground mounted equipment must be set plumb and centered on foundations when installed.
- G. Ground mounted equipment and utility poles must not obstruct fire escapes, fire exits, doors, gates, or other ingress/egress to any building entrances/exits that would impede exit from, access to, or delivery to the building, and must otherwise comply with applicable codes.

- H. Ground mounted equipment and utility poles must not obstruct or interfere with access to, visibility of, or the operation or function of anything previously and properly installed in the public right-of-way, either City owned or owned by a third party, including but not limited to conduit, gas, electric, water, wastewater and stormwater pipes and lines, pedestrian signals, lighting, signage, streetlights, bus shelters, bus stop locations, irrigation facilities, and parking meters and kiosks.
- I. To the extent feasible, existing trees must not be removed or otherwise negatively impacted by the installation of ground mounted equipment and utility poles.
- J. Ground mounted equipment and utility poles should avoid disrupting the critical root zone of existing trees.
- K. Utility poles must not exceed 40 feet above ground level.
- L. The installation of ground mounted equipment and utility poles must comply with the MISS DIG Underground Facility Damage Prevention and Safety Act, PA 174 of 2013 (MCL 460.721 et seq.), as amended.
- M. As a term of any permit to install ground mounted equipment or utility poles, the permittee must agree to be responsible for maintaining the permitted ground mounted equipment or utility poles. This requirement includes regular maintenance, periodic re-painting, graffiti or sticker removal, and timely repairs or replacement in the event of damage. Upon notification from the City, any maintenance issue must be remedied within 72 hours.

## **Section 5. - Small Cell Wireless Facilities.**

- A. Definitions. Unless otherwise defined or the context clearly indicates otherwise, the terms in this section should be interpreted in a manner consistent with the Small Cell Wireless Communications Facilities Act, PA 365 of 2018 (MCL 460.131 *et seq.*) as amended.
- B. General Requirements.
  - 1. A small cell wireless facility in the public right-of-way must not extend more than 5 feet above a utility pole or wireless support structure on which the small cell wireless facility is collocated.
  - 2. Each antenna located inside an enclosure must not exceed 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements must fit within an imaginary enclosure of not more than 6 cubic feet.
  - 3. All other wireless equipment associated with the small cell wireless facility must cumulatively be not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation

boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

4. Small cell wireless facilities and utility poles must be installed and maintained in a workmanlike manner in compliance with the National Electric Safety Code (NESC), Occupational Safety & Health Administration (OSHA), design, construction, and safety standards of utility pole owners, and all applicable laws, ordinances, and regulations for the protection of underground and overhead utility facilities, as applicable.
5. Small cell wireless facilities and utility poles and wireless support structures upon which a small cell wireless facilities are colocated must not materially interfere with the following:
  - i. The safe operation of traffic control equipment.
  - ii. Sightlines or clear zones for transportation or pedestrians.
  - iii. Compliance with the Americans with Disabilities Act, or similar federal, state, or local standards regarding pedestrian access or movement.
  - iv. Maintenance or full unobstructed use of public utility infrastructure under the jurisdiction of the City.
  - v. Maintenance or full unobstructed use of the drainage infrastructure as it was originally designed.
6. Small cell wireless facilities and utility poles and wireless support structures upon which small cell wireless facilities are colocated must comply with applicable codes.
7. Small cell wireless facilities and utility poles and wireless support structures upon which small cell wireless facilities are colocated must be located a reasonable distance from the drainage infrastructure to ensure maintenance under the drain code of 1956, 1956 PA 40, MCL 280.1 to 280.630, and access to the drainage infrastructure.
8. Small cell wireless facilities must not emit noise at a level greater than 30 dBA L90 as measured one meter from the utility pole or support structure upon which the small cell wireless facility is located.
9. Unless otherwise required for compliance with applicable codes or regulations, any lights that are part of a small cell wireless facility must be completely shielded from public view.

10. Small cell wireless facilities must be labeled with the name of the wireless provider, emergency contact telephone number, and information that identifies the small cell wireless facility and its location. The label must be located between 4 and 6 feet off the ground.
11. As a term of any City Small Cell Wireless Facility Permit, the permittee will be required to repair all damage to the public right-of-way directly caused by the activities of the permittee while occupying, constructing, installing, mounting, maintaining, modifying, operating, or replacing small cell wireless facilities, utility poles, or wireless support structures in the public right-of-way and to return the public right-of-way to its functional equivalent before the damage. If the permittee fails to make the repairs required by the City within 60 days after written notice, the permit will authorize the City to make those repairs and charge the permittee the reasonable, documented cost of the repairs.

### C. Specific Design Requirements.

1. The following design requirements apply to newly installed utility poles and the associated colocated small cell wireless facilities:
  - i. All new utility poles must be of a monopole design unless an alternative design is approved by the City Manager, or the City Manager's designee, following a determination that an alternative design is more compatible with the surrounding location.
  - ii. All new utility poles must be of a design aesthetically consistent with the surrounding location and general aesthetic of the City.
  - iii. Utility poles must be metal with a 4.0 mil thick powder coat black in color.
  - iv. All exposed portions of the small cell wireless facility must be of the same general color as the utility pole upon which they are mounted.
  - v. Small cell wireless facility antennas must be shrouded with all wires and supporting equipment integrated within the utility pole. See for example Fig. 5.1.
  - vi. The diameter of the antenna/enclosure should be a maximum of one-and-one-half times the diameter of the utility pole as its widest part (excluding the base). The antenna should appear as a seamless vertical extension of the utility pole.
  - vii. The non-antenna portion of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for

the connection of power, and other equipment must all be incorporated within the utility pole or utility pole base. See for example Fig. 5.1.

- viii. Unless otherwise required by applicable codes or regulations, any lights that are part of a small cell wireless facility must be completely shielded from public view.
2. The following design requirements apply to utility poles that are replaced to facilitate collocation and to the associated collocated small cell wireless facilities:
- i. Replacement utility poles and the associated collocated small cell wireless facilities must not negatively impact the preexisting use or purpose of the utility pole. See for example Fig. 5.2 showing a traffic light modified to facilitate collocation.
  - ii. All metal utility poles must be replaced with metal utility poles. The replacement metal utility poles and associated collocated small cell wireless facilities must comply with the following requirements:
    - (a) Utility poles must be of a similar aesthetic design as the utility poles being replaced.
    - (b) Utility poles must have a 4.0 mil thick powder coat black in color.
    - (c) All exposed portions of the small cell wireless facilities must be of the same general color as the utility poles upon which they are mounted.
    - (d) Small cell wireless facility antennas must be shrouded with all wires and supporting equipment integrated within the utility pole. See for example Fig. 5.1
    - (e) The diameter of the antenna/enclosure must be a maximum of one-and-one-half times the diameter of the utility pole as its widest part (excluding the base). The antenna must appear as a seamless vertical extension of the utility pole.
    - (f) The non-antenna portion of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power and other equipment must all be incorporated within the utility pole or utility pole base. See for example Fig. 5.1.
  - iii. All non-metal utility poles must be replaced with metal or non-metal utility poles. Replacement metal utility poles and the associated collocated small

cell wireless facilities must comply with the requirements of subparagraphs 2(i)-(ii) except that replacement utility poles must be of design aesthetically similar to other metal utility poles within the City.

- iv. Replacement non-metal utility poles and the associated colocated small cell wireless facilities must comply with the following requirements:
  - (a) Utility poles must be of a composition and aesthetic design similar to the utility poles being replaced.
  - (b) Small cell wireless facility antennas must be shrouded with all wires and supporting equipment integrated within the utility pole, or if such integration is not feasible, all antennas and wiring should be enclosed in shrouding and conduit.
  - (c) The diameter of the antenna/enclosure should be a maximum of one-and one-half times the diameter of the utility pole as its widest part (excluding the base). The antenna should appear as a seamless vertical extension of the utility pole.
  - (d) The non-antenna portion of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power, and other equipment must be incorporated within the utility pole, utility pole base, or if such incorporation is not feasible, mounted to the utility pole at a height and in a manner that will minimize visual or physical obstructions.
  - (e) All externally mounted non-antenna portions of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power, and other equipment should be consolidated to the extent feasible and located on the non-street side of the utility pole. See for example Fig. 5.3 showing externally mounted equipment on a wooden utility pole.
  - (f) All exposed portions of the small cell wireless facility and associated equipment must be black or grey in color.
3. The following design requirements apply to utility poles and the associated colocated small cell wireless facilities when the utility pole is not replaced as part of the colocation:

- i. Small cell wireless facilities that are colocated on an existing metal utility pole must comply with the following:
  - (a) The small cell wireless facilities must be colocated in a manner such that the utility pole and small cell wireless facilities maintain a design aesthetically consistent with the surrounding area and the utility pole as it appeared prior to colocation.
  - (b) All exposed portions of the small cell facility must be of the same general color as the utility pole upon which they are mounted.
  - (c) Small cell wireless facility antennas must be shrouded with all wires and supporting equipment integrated within the utility pole. See for example Fig. 5.1
  - (d) The diameter of the antenna/enclosure should be a maximum of one-and-one-half times the diameter of the utility pole as its widest part (excluding the base). The antenna should appear as a seamless vertical extension of the utility pole.
  - (e) The non-antenna portion of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power, and other equipment must all be incorporated within the utility pole or utility pole base. See for example Fig. 5.1.
  - (f) If the requirements of this section 3 cannot be met, then the utility pole must be replaced in compliance with subparagraphs 2(i) -(ii).
- ii. Small cell wireless facilities that are colocated on existing non-metal utility poles must comply with the following:
  - (a) Small cell wireless facility antennas must be shrouded with all wires and supporting equipment shrouded or placed in conduit.
  - (b) The diameter of the antenna/enclosure should be a maximum of one-and one-half times the diameter of the utility pole as its widest part (excluding the base). The antenna should appear as a seamless vertical extension of the utility pole.
  - (c) The non-antenna portions of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power, and other equipment

must be mounted to the utility pole at a height and in a manner that will minimize visual or physical obstructions.

(d) All externally mounted non-antenna portions of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power, and other equipment must be consolidated to the extent feasible and located on the non-street side of the utility pole. See Fig. 5.3 showing externally mounted equipment on a wooden utility pole.

(e) Any exposed portion of the small cell wireless facility and associated equipment must be black or grey in color.

4. Small cell wireless facilities colocated on wireless support structures must comply with the following requirements:

- i. Small cell wireless facility antennas must be shrouded with all wires and supporting equipment integrated within the wireless support structure, or if such integration is not feasible, all antennas and wiring should be enclosed in shrouding and conduit.
- ii. The antenna/ enclosure should be integrated into the wireless support structure and appear as a seamless vertical extension of the wireless support structure.
- iii. The non-antenna portion of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power, and other equipment must be incorporated within the wireless support structure, or if such incorporation is not feasible, mounted to the wireless support structure at a height and in a manner that will minimize visual or physical obstructions.
- iv. All externally mounted non-antenna portions of the small cell wireless facility and any associated meters, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power, and other equipment should be consolidated to the extent feasible.
- v. All exposed portions of the small cell wireless facility and associated equipment must be of a color similar to the wireless support structure.



Fig 4.1



Fig 4.2



Fig. 4.3

#### D. Colocation, Installation, and Modification.

1. To the extent feasible, small cell facilities should be installed in accordance with the following order of preference:
  - i. Colocation on wooden City streetlight utility poles.
  - ii. Colocation on metal City traffic light and pedestrian signal utility poles.
  - iii. Colocation on metal City streetlight utility poles.
  - iv. Colocation on existing third-party utility poles.
  - v. Installation of new utility poles.
  - vi. Colocation on City electric utility poles.
  - vii. Wireless support structures.
  
2. If the City receives an application to place a new utility pole, it may propose an alternate location within the public right-of-way or on property or structures owned or controlled by the City within 75 feet of the proposed location to either place the new utility pole or colocate on an existing structure. The applicant must use the alternate location if, as determined by the applicant, the applicant has the right to

do so on reasonable terms and conditions and the alternate location does not impose unreasonable technical limits or significant additional costs.

3. A structural analysis signed and sealed by a Professional Engineer licensed in the State of Michigan that demonstrates compliance with applicable law and the relevant ANSI standards is required for any colocation. As part of the structural analysis, the Director of Public Works may require a sonar foundation mapping if necessary to ensure structural integrity.

#### E. Make Ready Work

1. As part of the application, the applicant must provide sufficient information for the City to be able to provide a good faith estimate for any make ready work on authority poles.
2. The City shall provide a good-faith estimate for any make-ready work within 60 days after receipt of a complete application. Make-ready work shall be completed within 60 days of written acceptance of the good-faith estimate by the applicant and escrow deposit (if required).
3. Fees for make-ready work must not do any of the following: (i) include costs related to preexisting or prior damage or noncompliance unless the damage or noncompliance was caused by the applicant; (ii) include any unreasonable consultant fees or expenses; or (iii) exceed actual costs imposed on a nondiscriminatory basis.
4. Unless otherwise directed by the City Manager, or the City Manager's designee, all make-ready work will be performed by the City. The City may require that the applicant place the make-ready estimate in escrow with the City prior to the City commencing the make-ready work. The City need not segregate the escrow funds or deposit the escrow funds into an interest-bearing account. The applicant will not be entitled to any interest on the escrow funds. The applicant will be entitled to the return of all unused escrow funds within 15 days of the completion of the make-ready work.

#### F. Bonding, Insurance, and Indemnification.

1. Prior to the issuance of any City Small Cell Facilities Permit, the applicant must provide the City with a bond on terms reasonably acceptable to the City covering the following: the removal of abandoned or improperly maintained small cell wireless facilities, including those that the City determines should be removed to protect public health, safety, or welfare; to repair the right-of-way; and to recoup rates or fees that have not been paid by the applicant in more than 12 months if the applicant has received 60-day advance notice from the City of the non-compliance.

The bond must be in an amount not greater than \$1,000 per small cell wireless facility and must be maintained for the duration of the permit.

2. Prior to the issuance of any City Small Cell Facilities Permit, the applicant must provide the City with a certificate of insurance naming the City and its officers, agents, and employees as additional insureds against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees on all insurance policies other than workers' compensation and employer's liability. Insurance must be maintained in full force and effect for the duration of the permit. The certificate of insurance must state that the insurance will not be canceled or modified unless the insurance carrier provides thirty (30) days prior written notice to the City. All insurance policies (other than environmental contamination, workers' compensation, and employer's liability insurance) must be written on an occurrence basis and not on a claims-made basis. Insurance must be carried in the following minimum amounts per permit:
  - i. Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
  - ii. Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
  - iii. Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
  - iv. Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is utilized to provide the coverage amounts set forth above, then all policies providing coverage limits in excess to the primary policy must provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the term of the permit or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy. All insurance shall be issued by insurance carriers

licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company. The applicant shall indemnify and save harmless the City from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder. An applicant may meet all or a portion of the insurance coverage and limit requirements by self-insurance. To the extent an applicant elects to self-insure, the applicant must provide to the City evidence demonstrating, to the City's reasonable satisfaction, the applicant's financial ability to meet the coverage and limit requirements.

3. As a material condition of any City Small Cell Facilities Permit, the applicant/ permittee must agree to defend, indemnify, and hold harmless the City and its officers, agents, and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees resulting from the installation, construction, repair, replacement, operation, or maintenance of any wireless facilities, wireless support structures, or utility poles to the extent caused by the applicant/permittee, its contractors, its subcontractors, and the officers, employees, or agents of any of these. However, an applicant/ permittee will not be required to defend, indemnify, or hold harmless the City or the officers, agents, or employees of the City against any liabilities or losses due to or caused by the sole negligence of the City or the or its officers, agents, or employees.

#### G. Application and Fees.

1. Prior to making any application, applicants must participate in a pre-application meeting with the City. The purpose of the meeting is to ensure the applicant is aware of all City requirements and to facilitate a smooth application and approval process.
2. Applications must be made on City approved forms.
3. The City will process applications in accordance with all statutory time frames and required shot clocks.
4. The City will charge the maximum allowable application and annual fees permitted under the Small Cell Wireless Communications Facilities Deployment Act, PA 265 of 2018 and applicable law.
5. Unless the City and the applicant agree to an extension or the delay is caused by a lack of commercial power or communications transport facilities to the site, small cell wireless facilities must be operational for use by a wireless services provider within 1 year after the City Small Cell Wireless Facility Permit issuance date. As part of any application, the applicant must include an attestation that the small cell wireless facilities will be operational for use by a wireless services provider within 1 year after the permit issuance date unless the City and the applicant agree to

extend this period or delay is caused by lack of commercial power or communications transport facilities to the site.

6. The City Council is the approval authority for all City Small Cell Facilities Permits.
7. The City fee schedule, application, and processes may be amended by the City Manager, or the City Managers' designee, as needed to facilitate compliance with the requirements of law, City ordinances, this policy, and the best interest of the City.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 23-58**

**A RESOLUTION APPROVING A CYBER INSURANCE  
POLICY FOR THE CITY OF PORTLAND**

**WHEREAS**, Cyber security insurance, also known as “cyber risk insurance” or “cyber liability insurance,” protects private and public organizations against losses that are computer or technology related; and

**WHEREAS**, the City of Portland currently maintains an existing cyber insurance policy with its insurance provider, however, in light of increased cyber security issues across all industries, the City is seeking to enhance its coverage; and

**WHEREAS**, the City, in consultation with its insurance provider through the Municipal Michigan League, is recommending that City Council approve the cyber insurance quote from Cowbell in the amount of \$12,633.50, a copy of the quote is attached as Exhibit A.

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

1. The Portland City Council approves the cyber insurance quote from Cowbell in the amount of \$12,633.50, a copy of the quote 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:** September 5, 2023

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



Jencap Insurance Services Inc.

38555 Mound Road, Suite 100  
Sterling Heights, MI 48310

Underwriter: Lauren Upshur  
Phone: (586) 276-2830

Fax:

Email: lauren.upshur@jencapgroup.com

Date Prepared: 8/25/2023

# Data Breach

# REVISED Quote Cover Letter

<b>Agency:</b> Meadowbrook Inc	<b>Insured:</b> City of Portland
Address: 5311 HAMPTON PLACE Saginaw, MI 48604	Address: 259 KENT STREET PORTLAND, MI 48875
Phone:	Fax:
Contact: Diane Jones	
Effective Date: 9/6/2023	Carrier: Houston Specialty Insurance Company
Expiration Date: 8/1/2024	Non-Admitted

Please refer to Coverage Details on the attached Quote.

## Premiums

	Data Breach
Term Premium:	11,623.76
Terrorism:	116.24
Policy Fee *:	300.00
Carrier Fee *:	300.00
Surplus Lines:	293.50
<b>Total:</b>	<b>12,633.50</b>
Commission:	15.00%

\* Fees are Fully Earned

This quote is valid until 9/24/2023 and the coverage offered may differ from that requested in the application, or from what was on the prior policy.  
Failure to provide the requested coverage shall impose no liability on Jencap Insurance Services Inc..

# CYBER INSURANCE QUOTE PROPOSAL

## PRIME 250

### CYBER INSURANCE MADE EASY

Cowbell gives you peace of mind with Prime 250, a standalone cyber insurance program designed to cover today's and tomorrow's cyberthreats. Our Prime 250 cyber insurance policies are backed by top global reinsurers, and claims are handled in-house by cyber claims experts.



### CYBER INSURANCE COVERAGE TAILORED TO YOUR UNIQUE NEEDS

We bring clarity of coverage to organizations like yours

- ▶ Choose limits and coverages dedicated to cyber
- ▶ Get financial protection for a variety of cyberthreats
- ▶ Customize your cyber policy to match your unique needs and identified risk exposures

### COWBELL 365 BEST IN CLASS SERVICES

Our dedicated experts in cyber claims handling combined with our team of risk engineers deliver best-in-class 24x7 servicing so that your business stays safe.

#### ASSESS

Cowbell Factors™, our risk ratings, benchmark your business' risk profile against industry peers.

#### RESPOND

Cowbell's cyber claim experts are on-call 24x7 to help you recover quickly from cyber incidents.



**CLOSED-LOOP  
RISK MANAGEMENT**

#### INSURE

The quote is custom-built to suit your cyber risk profile and your needs.

#### IMPROVE

Strengthen your cyber resilience with continuous risk monitoring and advice from cyber experts.

## TAKE ADVANTAGE OF OUR RISK ENGINEERING SERVICES

- ▶ Address your subjectivities swiftly to avoid delaying coverage
- ▶ Interpret and monitor your cyber risk assessment
- ▶ Get help to remediate identified security weaknesses
- ▶ Build your incident response plan



## OPTIMIZE YOUR PREMIUM BY IMPROVING YOUR RISK PROFILE

- ▶ Strengthen your security practices with our risk engineering team
- ▶ Deploy a cyber awareness training program to all your employees - it's free with our partner, Wizer
- ▶ Identify security partners on the Cowbell Rx marketplace to fill gaps in your cybersecurity
- ▶ Become eligible to a 5% premium credit\* when you activate a connector and get deeper risk insights



MICROSOFT  
365



GOOGLE  
WORKSPACE



AMAZON WEB  
SERVICES



CLOUDFLARE



QUALYS

and more...

## THE IMPACT OF OUR RISK ENGINEERING TEAM

300+

CALLS PER QUARTER

400+

CYBER EVENTS AVOIDED

2000+

INCIDENT RESPONSE  
PLANS DOWNLOADED

Book Time With Our Risk Engineering Team

BOOK NOW

\* No guarantee that any type of premium credit will be received. Receipt of a premium credit is dependent on a number of factors related to the activation of Cowbell Connectors.



# CYBER INSURANCE QUOTE - PRIME 250

City of Portland

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

<b>Quote Number</b>	QCB-250-WILXM78R	<b>Quoted On</b>	08/15/2023
<b>Name of Insured</b>	City of Portland		
<b>Mailing Address</b>	259 Kent Street, Portland, MI, 48875		
<b>Email Address</b>			
<b>Industry</b>	921140   Public Administration		
<b>Revenue</b>	\$15,444,000.00		
<b># Of Employees</b>	52	<b>Year Established</b>	2023
<b>Agency Name</b>	Jencap, Inc		
<b>Policy Period</b>	From: 09/06/2023 (Effective Date) To: 08/01/2024 (Expiration Date) Both dates at 12:01 AM Insured Local Time		
<b>Policy Term</b>	330 days		
<b>Policy Premium</b>	Estimated Premium (without TRIA)	\$11,623.76	
	TRIA	\$116.24	
	<b>Premium</b>	\$11,740.00 (Broker commission: 22.00% of Premium)	
	Underwriting Fees	\$300.00	
	<b>TOTAL AMOUNT :</b>	<b>\$12,040.00</b>	
<b>Aggregate Limit</b>	\$1,000,000	<b>Insured State</b>	MI
<b>Issuing Carrier</b>	Houston Specialty Insurance Company NAIC# 12936 (A.M. Best "A-" Rated)		
<b>Product</b>	Prime 250   Surplus		

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. **If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy.** The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

## COVERAGES - PRIME 250

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Liability Costs	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> PCI Costs	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Regulatory Costs	\$1,000,000	\$25,000	-	Full Prior Acts

FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Cowbell Breach Fund	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Data Restoration Costs	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Extortion Costs	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Business Impersonation Costs	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Reputational Harm Expense	\$1,000,000	-	12 Hours	09/06/2023

FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Business Interruption Loss	\$1,000,000	\$25,000	8 Hours	-
<input checked="" type="checkbox"/> Contingent Business Interruption Loss	\$1,000,000	\$25,000	8 Hours	-
<input checked="" type="checkbox"/> System Failure	\$1,000,000	\$25,000	8 Hours	-
<input checked="" type="checkbox"/> Contingent System Failure	\$1,000,000	\$25,000	8 Hours	-
<input checked="" type="checkbox"/> Cyber Crime Loss	\$250,000	\$25,000	-	-
<input checked="" type="checkbox"/> Bricking Costs	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Criminal Reward Costs	\$100,000	-	-	-

## ENDORSEMENTS - PRIME 250

COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> California Consumer Privacy Act	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> General Data Protection Regulation	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Utility Fraud Attack	\$100,000	\$25,000	-	-
<input checked="" type="checkbox"/> Media Liability	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Cowbell Breach Fund Separate Limit	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Cryptojacking	\$100,000	\$25,000	-	-

### AMENDATORY ENDORSEMENTS

<input checked="" type="checkbox"/> BIPA Exclusion Endorsement
<input checked="" type="checkbox"/> War Exclusion Endorsement
<input checked="" type="checkbox"/> Amend Cooperation Clause 80.0%
<input checked="" type="checkbox"/> Blanket Additional Insured
<input checked="" type="checkbox"/> Extortion Threat Sublimit Endorsement Limit: \$100,000; Deductible: \$25,000

## ENDORSEMENTS & FORMS - PRIME 250

(EFFECTIVE AT INCEPTION)

TITLE	FORM #
Cowbell Cyber Risk Insurance Declarations - Prime 250	PRIME 250SL 002 02 23
Notice to Policyholders - OFAC	PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure	PN007SL SK 02 23
Cowbell Cyber Risk Insurance Policy - Prime 250	PRIME 250SL 001 10 20
Service of Process	PRIME 250SL 075 SK 02 23
California Consumer Privacy Act	PRIME 250SL 004 09 20
General Data Protection Regulation	PRIME 250SL 005 09 20
Utility Fraud Attack	PRIME 250SL 006 09 20
Media Liability	PRIME 250SL 007 09 20
Cowbell Breach Fund Separate Limit	PRIME 250SL 014 04 23
Cryptojacking	PRIME 250SL 009 09 20
Amend Cooperation Clause	PRIME 250SL 019 09 20
Blanket Additional Insured	PRIME 250SL 021 09 20
BIPA Exclusion Endorsement	PRIME 250SL 048 09 21
WAR Exclusion Endorsement	PRIME 250SL 088 06 23
Extortion Threat Sublimit Endorsement	PRIME 250SL 054 02 22
Disclosure Pursuant to Terrorism Risk Insurance Act	PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism	PRIME 250SL 029 10 20
Trade or Economic Sanctions Exclusion Endorsement	PRIME 250SL 032 09 20
CB-Compliance	CB-COMPLIANCE (02/23)
Michigan Surplus Lines Notice	CB-MI-NOTICE (12/20)

## SUBJECTIVITIES - PRIME 250

**This quote proposal expires on the earlier of the following: seven (7) days after the effective date of the policy; or upon notice to you by Cowbell that the quote is expiring as of a particular date due to changes in market conditions and/or the discovery of any new information related to the quoted risk.**

If the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quote is also subject to the satisfaction of the following conditions:

- Please provide the intended Policyholder's contact information.
- Completed Surplus Lines Tax Documentation Form prior to binding.
- Loss Runs dated within the last 60 days.
- Cowbell Application signed and dated within 30 days of the effective date.
- An incident response plan in place within 60 days of the effective date. Cowbell Cyber can help with this: <https://cowbell.insure/incident-response-plan/>
- Full network backup and restoration to be tested within 30 days of the effective date and on a biannual basis thereafter.
- Implement MFA fully on (1) Company Email, 2) Remote Network Access, 3) Critical System Access, 4) Cloud Application Access, and 5) Admin Accounts in order to remove the Extortion Threat Sublimit Endorsement.

Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

## DESCRIPTION OF COVERAGES - PRIME 250

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein).

### ✔ Liability Costs

Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre-judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.

### ✔ PCI Costs

Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.

### ✔ Regulatory Costs

Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.

### ✔ Cowbell Breach Fund

Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post-event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.

### ✔ Data Restoration Costs

Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.

### ✔ Extortion Costs

Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).

### ✔ Business Impersonation Costs

Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.

### ✔ Reputational Harm Expense

Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation

### ✔ Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

### ✔ Contingent Business Interruption Loss

coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

### ✔ System Failure

Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.

### ✔ Contingent System Failure

Coverage for the income loss and extra expense due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of a service provider's computer system.

## DESCRIPTION OF COVERAGES - PRIME 250

### ✓ Cyber Crime Loss

Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.

### ✓ Bricking Costs

Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.

### ✓ Criminal Reward Costs

Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.

### ✓ California Consumer Privacy Act

Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.

### ✓ General Data Protection Regulation

Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.

### ✓ Utility Fraud Attack

Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.

### ✓ Media Liability

Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.

### ✓ Cowbell Breach Fund Separate Limit

Coverage for supplemental Cowbell breach fund costs in addition to the aggregate limit that includes incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post-event monitoring services such as credit monitoring; and healthcare records remediation for impacted customers.

### ✓ Cryptojacking

Coverage for the financial loss resulting from the unauthorized access or unauthorized use of computer systems to mine for digital currency that directly results in additional costs incurred by the insured organization for computing resources.

# COWBELL AGGREGATE FACTOR: BENCHMARKING RISK

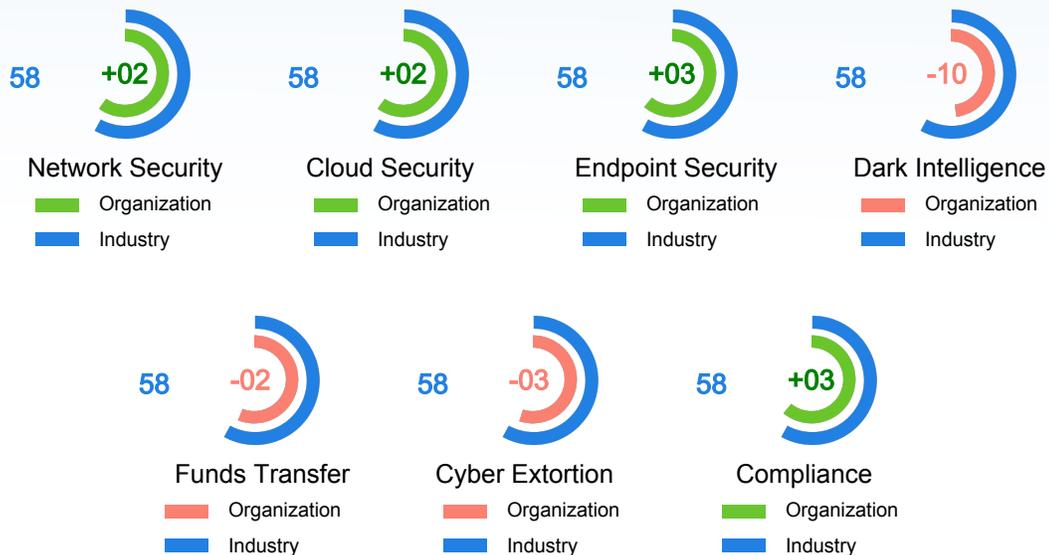
Cowbell Factors are a set of risk ratings that continuously assess your organization for cyber risks. Your company aggregate factor provides an immediate benchmark of your organization against its industry peers.



# COWBELL FACTORS: CONTINUOUS RISK ASSESSMENT

Cowbell Factors are compiled using hundreds of data points from multiple sources: public databases, third-party vendors, proprietary external scanners, dark web intelligence, and compliance information. Cowbell applies artificial intelligence algorithms to model risks and generate Cowbell Factors which define an organization's risk profile.

## Your Cowbell Factors



## DESCRIPTION - COWBELL FACTORS

### ✔ Company Aggregate Cowbell Factor

Weighted average of Cowbell Factors for the account and an effective metric to benchmark a company against its industry peers. The higher, the better: a company with a rating of 85 represents less risk than one with a rating of 64.

### ✔ Industry Aggregate Cowbell Factor

Measures an industry overall cyber risk profile. This is calculated for each industry based on Cowbell's risk pool of 25 million U.S. accounts, incorporating information from proprietary scanners and external data sources.

### ✔ Network Security

Measures the strength of the organization's network infrastructure and whether security best practices are deployed - encryption, secure protocols, patching frequency. This factor also checks for vulnerabilities, malware, and misconfigurations.

### ✔ Cloud Security

Measures the strength of an organization's cloud security based on footprint on commonly used public clouds (AWS, Azure, GCP, etc), security configuration, and alignment to security best practices.

### ✔ Endpoint Security

Measures endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them.

### ✔ Dark Intelligence

Measures an organization's exposure on the darkweb, taking into account the type, timing, and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).

### ✔ Funds Transfer

Tracks risk markers related to the compromise of emails that commonly leads to nefarious activities such as fraudulent funds transfer.

### ✔ Cyber Extortion

Measure of an organization's potential exposure to extortion related attacks such as ransomware.

### ✔ Compliance

Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (Critical Security Controls), HIPAA, PCI, EU GDPR and CCPA.

### ✔ Supply Chain

Measures an organization's susceptibility to software supply chain incidents. This factor is compiled from technographic and firmographic data, web scraping information, and public vulnerability repositories.

### ✔ Insider Threat

Measures an organization's susceptibility to insider threats. This factor is compiled from social media platforms and other sources that might expose attrition rate, negative opinion, or detrimental intent towards the organization by past and current employees and stakeholders.



6800 Koll Center Parkway, Suite 250, Pleasanton CA 94566

## **SURPLUS LINES COMPLIANCE NOTICE**

**ISSUING CARRIER Houston Specialty Insurance Company**

We are pleased to enclose binding agreement for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations / affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

**NAMED INSURED: City of Portland**

**BINDER NUMBER: QCB-250-WILXM78R**

**STATE: MI**

**SURPLUS LINES BROKER: Taras Shalay**

**FILING STATE SURPLUS LICENSE NUMBER: 0686448**

**AGENCY NAME: Jencap, Inc**

**AGENCY MAILING ADDRESS: 38555 Mound Rd Ste 100  
Sterling Heights, MI, 48310**



6800 Koll Center Parkway, Suite 250, Pleasanton CA 94566

## **MICHIGAN SURPLUS LINES NOTICE**

This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims may not be guaranteed.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 23-59**

**A RESOLUTION APPROVING THE MICHIGAN PUBLIC POWER AGENCY'S  
(MPPA) RECOMMENDATION TO APPROVE, AUTHORIZE, AND DIRECT  
THE MEMBER AUTHORIZED REPRESENTATIVE TO SIGN THE ENERGY  
SERVICES PROJECT AMENDED AND RESTATED POWER PURCHASE  
COMMITMENT AUTHORIZATION FOR SOLAR POWER**

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

**WHEREAS**, the City of Portland, as a member of the MPPA's Energy Services Project Committee, have negotiated an Amended and Restated Power Purchase Commitment Authorization, a copy of which is attached as Exhibit A; and

**WHEREAS**, the Electric Superintendent and City Manager recommend that City Council approve the Amended and Restated Power Purchase Commitment Authorization, a copy of a memo from the Electric Superintendent is attached as Exhibit B; and

**WHEREAS**, at its regular meeting on August 29, 2023, the Board of Light and Power voted to recommend that City Council approve same.

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

1. The Portland City Council approves the Energy Services Project Amended and Restated Power Purchase Commitment Authorization, 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:** September 5, 2023

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



## **ENERGY SERVICES PROJECT Amended and Restated Power Purchase Commitment Authorization**

This Amended and Restated Power Purchase Commitment Authorization (“Authorization”) is made and entered into as of \_\_\_\_\_, 2023, by and between MICHIGAN PUBLIC POWER AGENCY (“MPPA”), a public body corporate and politic of the State of Michigan, created pursuant to 1976 PA 448 and the City of Portland (the “Participant”).

WHEREAS, MPPA and the Participant previously executed a Power Purchase Commitment (“PPC”) that entitled the Participant to receive and pay for a percentage share of the Products from the 25 MW Calhoun County Solar Project Power Purchase Agreement (“Calhoun PPA” or “PPA”) executed between MPPA and Calhoun County Solar Project, LLC, a Delaware limited liability company (“Calhoun”); and

WHEREAS, MPPA and Calhoun mutually negotiated a Second Amendment to the PPA (“Amended PPA”) to resolve potential disputes under the PPA associated with delays to the Commercial Operation Date (“COD”) and a new Contract Rate driven by increased costs of solar modules caused by international trade disputes and Engineering, Procurement and Construction (“EPC”) arrangements; and

WHEREAS, the MPPA Board of Commissioners passed a Resolution approving the Amended PPA at its August 9, 2023 Board of Commissioner’s Meeting; and

WHEREAS, the Amended PPA changes the Contract Rate and COD in the previously executed PPC between MPPA and the Participant; and

WHEREAS, this Authorization is being executed by the Participant as a PPC between the Participant and MPPA for the Amended PPA, including the modification of the Contract Rate and COD from the previously executed PPC.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed by and between MPPA and the Participant hereto as follows:

**Section 1. Calhoun County Solar Project Power Purchase Agreement**

The Amended PPA between MPPA and Calhoun is 25 MW. The Participant is entitled to its Percentage Share (as described in Section 4 of this Authorization) of MPPA’s rights and obligations contained in the Amended PPA.

**Section 2. Delivery Point**

The delivery point for the Products from the solar electric generation facility will be located at interconnection point(s) with the transmission system as described in the Amended PPA.

**Section 3. Term**

The term of the PPC will begin upon the declared COD, currently scheduled by Calhoun to occur on March 1, 2025, but no later than May 30, 2025, and shall continue for 20 years thereafter.

**Section 4. Participant Share Percentage**

The Participant is allocated the following percentage share of the Products from the Amended PPA:

<b>Participant Share Percentage</b>
1.20%

**Section 5. Products**

Delivered Energy, the Environmental Attributes associated with the Delivered Energy, any benefits from the Ancillary Services associated with the Solar Project, and the Capacity Rights in an amount equal to the total capacity accredited to the Solar Project.

**Section 6. Payment**

The Participant will pay to MPPA 100% of its Participant Share Percentage of the cost for the Products, calculated by taking the product of the delivered MWhs to MPPA and the Contract Rate in Exhibit A, allocated to the Participant.

**Section 7. Energy Services Agreement**

This Authorization is subject to the terms and provisions of the Energy Services Agreement (“ESA”) between MPPA and the Participant. In the event the terms of this Authorization conflict with the ESA, the ESA shall control.

**Section 8. Evidence**

Authority of the Participant's Member Authorized Representative to execute this Authorization is evidenced through the Participant resolution passed appropriately by the Participant's governing body or through the meeting minutes of the Participant's governing body where approval was granted to the Member Authorized Representative to execute this Authorization.

**Section 9. Effectiveness**

This Authorization is not effective until MPPA has received executed Amended and Restated PPC authorizations from all other MPPA members who have their own PPC for the Amended PPA or upon MPPA's waiver of the effectiveness provision in the Amended PPA.

\_\_\_\_\_  
Member Authorized Representative

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A  
CONTRACT RATE**

Contract Year	Contract Rate (\$/MWh)
Years 1 - 20	\$62.00

# Memo



**To:** Board of Light & Power  
**From:** Todd Davlin, Electric Superintendent  
**Cc:** Tutt Gorman, City Manager  
**Date:** 8-28-2023  
**Re:** Action Item BLP8C – MPPA Calhoun County Solar Project

---

MPPA is recommend it enter into an amended Power Purchase Agreement (PPA), on behalf of Energy Service Project Members, between MPPA and AES Clean Energy for a 25 MW solar energy project in Calhoun County, Michigan. The City of Portland is entitled to a 1.2% share of MPPA's rights and obligations contained in the Amended PPA. The delivery point for the products from the solar electric generation facility will be located at the interconnection point in Calhoun County. The term of the PPA will begin upon the declared COD, currently scheduled by Calhoun to occur on March 1, 2025, but no later than May 30, 2025, and shall continue for 20 years thereafter. For the term of the project MMPA will receive delivered energy, the environmental attributes associated with the delivered energy, any benefits from the ancillary services associated with the solar project, and all the capacity rights accredited from the 25 MW contracted. The City of Portland will pay MPPA for its 1.2% participant share of the project. The rate for energy and associated benefits will be fixed over the 20-year term. Solar power is an intermittent resource and actual costs will vary based on actual production. Based on a 25% capacity factor, the estimated annual cost to Portland will be approximately \$40,730/year. This power and associated costs will replace some of the firm power lost from the retirement of the Consumers Energy Campbell Energy Project. MPPA has compared these costs with a recent Lansing Board of Water and Light all resources, new construction, power purchase request for proposal. MPPA staff shared that Calhoun County Project is more competitive than proposals received by the LBWL.

Action Item BLP8C – Recommend City Council commit and authorize the Michigan Public Power Association to enter an Energy Services Project, Amended and Restated Power Purchase Agreement on behalf of the City of Portland for a 1.2% share in a 25 MW Calhoun County Solar Project. The project provides power along with transmission, capacity, and renewable energy credit attributes. The estimated cost to Portland is approximately \$40,730/year.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 23-60**

**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 with the design-build agreement and has submitted a request for payment in the amount of \$632,383.40, 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 \$632,383.40, 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:** September 5, 2023

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

APPLICATION & CERTIFICATE FOR PAYMENT

To (Owner):	<b>City of Portland</b> 259 Kent Street Portland, MI 48875	Project:	<b>Wastewater System Improvements</b> CWSRF No. 5758-01	Invoice No.:	2178
DESIGN-BUILDER:	<b>F&amp;V Construction</b> 2960 Lucerne Drive SE Grand Rapids, MI 49546			Application No.:	19
				Application Date:	August 30, 2023
				Period to:	August 31, 2023
				FVC Proj No.:	1221
				Contract Date:	December 23, 2021

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders Approved	ADDITIONS	DELETIONS
Change Order No. 1	\$ 28,649.69	\$ -
Change Order No. 2	\$ 14,723.00	\$ -
<b>TOTALS</b>	<b>\$ 43,372.69</b>	<b>\$ -</b>
Approved this Month		
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>
Net Change by Change Orders	\$ 43,372.69	\$ -

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Design-Builder certifies to the Owner that to the best of the Design Builder's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design-Builder is entitled to payment of the AMOUNT CERTIFIED.

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	12,750,000.00
2. NET CHANGE BY CHANGE ORDERS	\$	43,372.69
3. ADJUSTED CONTRACT SUM TO DATE (Line 1 + Line 2)	\$	12,793,372.69
4. TOTAL COMPLETED & STORED TO DATE	\$	7,880,093.55
5. RETAINAGE	\$	650,771.02
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5)	\$	7,229,322.53
7. LESS PREVIOUS PAYMENTS	\$	6,596,939.14
8. CURRENT PAYMENT DUE	\$	632,383.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 4 + Line 5)	\$	5,564,050.16

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

\$ 632,383.40

DESIGN-BUILDER:

By:

*[Signature]*

Date:

8/30/2023

This Certification is not negotiable. The AMOUNT CERTIFIED is payable only to party named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

APPROVALS:

By:

CITY OF PORTLAND

Date:

**Payment Application No. 19**

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

Contract No.	Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previously Invoiced	Work Completed this Period	Total Completed to Date	Balance to Finish	Percent Complete
C1	Site Work & Excavation	\$ 1,557,040.00	\$ (48,550.00)	\$ 1,508,490.00	\$ 1,104,582.40	\$ 94,000.00	\$ 1,198,582.40	\$ 309,907.60	79%
C2	Concrete	\$ 684,595.00	\$ -	\$ 684,595.00	\$ 222,045.00	\$ 112,000.00	\$ 334,045.00	\$ 350,550.00	49%
C3	General Trades	\$ 656,125.00	\$ 4,620.00	\$ 660,745.00	\$ 450,000.00	\$ -	\$ 450,000.00	\$ 210,745.00	68%
C4	Painting	\$ 210,568.00	\$ -	\$ 210,568.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ 175,568.00	17%
C5	Mechanical	\$ 4,527,209.20	\$ 24,005.69	\$ 4,551,214.89	\$ 2,808,119.75	\$ 95,000.00	\$ 2,903,119.75	\$ 1,648,095.14	64%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ 14,306.00	\$ 1,087,043.00	\$ 415,000.00	\$ 30,000.00	\$ 445,000.00	\$ 642,043.00	41%
C7	Biosolids Storage Tank	\$ 488,780.00	\$ -	\$ 488,780.00	\$ 317,707.00	\$ 136,858.40	\$ 454,565.40	\$ 34,214.60	93%
C8	Sanitary Sewer Improvements (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C9	Cured-in-Place Pipe (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C10	River Crossing (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C11	Masonry	\$ 225,000.00	\$ -	\$ 225,000.00	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	100%
C12	Concrete Demo (Included in C1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
C13	Owner's System Integrator WWTP	\$ 49,900.00	\$ -	\$ 49,900.00	\$ -	\$ -	\$ -	\$ 49,900.00	0%
	Owner's System Integrator Lift Stations	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	0%
	General Conditions	\$ 313,700.00	\$ -	\$ 313,700.00	\$ 142,000.00	\$ 42,000.00	\$ 184,000.00	\$ 129,700.00	59%
	Design-Builder's Fee	\$ 831,800.00	\$ 3,397.00	\$ 835,197.00	\$ 488,256.00	\$ 43,525.00	\$ 531,781.00	\$ 303,416.00	64%
	Basic Services - Design, VE & Pre-Con	\$ 740,000.00	\$ -	\$ 740,000.00	\$ 740,000.00	\$ -	\$ 740,000.00	\$ -	100%
	Basic Services - PM, Admin, SS	\$ 789,800.00	\$ -	\$ 789,800.00	\$ 300,000.00	\$ 79,000.00	\$ 379,000.00	\$ 410,800.00	48%
	Design-Builder's Contingency	\$ 602,745.80	\$ 42,094.00	\$ 644,839.80	\$ -	\$ -	\$ -	\$ 644,839.80	0%
	<b>Contract Total</b>	<b>\$ 12,750,000.00</b>	<b>\$ 43,372.69</b>	<b>\$ 12,793,372.69</b>	<b>\$ 7,247,710.15</b>	<b>\$ 632,383.40</b>	<b>\$ 7,880,093.55</b>	<b>\$ 4,913,279.14</b>	<b>62%</b>



# City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, August 21, 2023

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; Police Chief Thomas

Guests: Kathy Parsons; Mike Judd

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

Motion by VanSlambrouck, supported by Johnston, to approve the proposed Agenda.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman stated bids for repairs to the Boardwalk are due September 7, 2023. Once the bids are in and the cost of the repairs is determined the City can plan for the timing of the repairs, while taken caution to plan around the Kent Street Improvement Project so they do not occur at the same time.

The final review of the Kent Street Improvement Project Plans will be held later this week with City Staff and Engineers.

Ionia County is in the process of transitioning to 800 MHz radios countywide. Consideration has not been given to transitioning the tornado sirens throughout the County, these sirens work with different technology. City Manager Gorman stated he is reaching out to the County to understand what is needed to maintain the operation of the tornado sirens so as not to jeopardize public safety.

There was further discussion.

City Manager Gorman noted the owner of Rivers Edge Grill is interested in serving alcohol on the boardwalk. Typically, this would be allowed if approved by the Liquor Control Commission and the standards of the City's Zoning Ordinance are met. In this instance, the City is working to find a solution to allow this use while keeping in mind the pedestrian easement on the Boardwalk.

The Electric Department continues work on the Automatic Metering Infrastructure (AMI) project. Proposals were received and vendor meetings were held to review each before Vision Metering was selected as the vendor. Potential grant funding should be determined in the next few weeks and then the agreement with the vendor can be executed.

The DDA continues to work on its Tax Increment Financing (TIF) Plan.

City Manager Gorman presented the newly refreshed City of Portland website. The refreshed website has a new design, improved navigation, and searchability. He thanked City Clerk Miller for her efforts in improving the website. He further noted the City will continue to work to improve the content and functionality of the website.

There were no Presentations.

Under New Business, the Council considered Resolution 23-53 to approve a Uniform Rental Agreement with Cintas.

Motion by Fitzsimmons, supported by Sheehan, to approve Resolution 23-53 approving a Uniform Rental Agreement renewal with Cintas.

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 23-54 to approve an Employee Referral Program Policy in order to help with staffing issues, a nationwide issue, in the Ambulance Department.

Motion by VanSlambrouck, supported by Sheehan, to approve Resolution 23-54 approving a City Employee Referral Program Policy.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 23-55 to approve the purchase of a 2024 Ford Police Interceptor in the amount of \$46,921.00 for the Police Department. The Police Department maintains a fleet of three vehicles, to keep them in good working condition, a new vehicle is purchased every two years resulting in six years of usage.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 23-55 approving the purchase of a 2024 Ford Police Interceptor for the Portland Police Department.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 23-56 to approve a payment to F&V Construction in the amount of \$1,576,523.39 for work performed for the Wastewater Treatment Plant Project.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 23-56 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on August 7, 2023, payment of invoices in the amount of \$118,760.88 and payroll in the amount of \$148,164.56 for a total of \$266,925.44. Purchase orders to Fleis & VandenBrink in the amount of \$5,160.00 for services related to Boardwalk repairs, Bloom

City Council Minutes – August 21, 2023

Sluggitt in the amount of \$6,905.00 for July legal services, and Fleis & VandenBrink in the amount of \$11,00.00 for services related to the Kent Street Improvement Project were also included.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman noted Beerfest on the Bridge held Saturday, August 12, 2023, and was a great event.

Community Day will be held this Saturday, August 26, 2023, at the Red Mill Pavilion and the Portland Jr. Raiders will also host its annual Game-O-Rama at the Portland Middle School.

The first day of school is tomorrow, Wednesday, August 22, 2023. He reminded everyone to drive safely and watch for kids.

Under Council Comments, Mayor Barnes noted Beerfest on the Bridge was a great event. He thanked the many volunteers for their help in making it successful.

Mayor Barnes also noted the letter from the auditors from Maner Costerisan in the communications that marks the start of the audit process next month.

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:40 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

---

Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the August 21, 2023, 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; Police Chief Thomas

**Approval of Resolution 23-53** approving a Uniform Rental Agreement renewal with Cintas.

All in favor. Adopted.

**Approval of Resolution 23-54** approving a City Employee Referral Program Policy.

All in favor. Adopted.

**Approval of Resolution 23-55** approving the purchase of a 2024 Ford Police Interceptor for the Portland Police Department.

All in favor. Adopted.

**Approval of Resolution 23-56** approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:40 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
GRAINGER, INC.	00172	NOZZLE - WATER	12.11
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND HALF OF AUG 2023 - ASSES	1,583.33
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	7,960.00
DAN SOWLES	02724	CELL PHONE REIMB AUG, 2023- AMB	40.00
STAR THOMAS	01654	PHONE BILL REIM AUG 2023- POLICE	40.00
MIDWEST DIAL TONE LLC	02813	MONTHLY PHONE BILLING - GEN	668.31
D&B HEAT TRANSFER PRODUCTS INC	02826	REBUILD RADIATOR - MTR POOL	885.00
FOSTER BLUE WATER OIL, LLC	02301	GASOLINE TANK REFILL - PARKS, CEM	617.00
TIMBER TREE SERVICES LLC	01817	TREE REMOVAL - PARKS	3,187.50
UPS	02587	SHIPPING TO 3M - ELECTRIC	72.26
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	1,042.38
CULLIGAN	02130	WATER 3X - PARKS, CEM	22.25
MUNICIPAL SUPPLY CO.	00324	VERTICAL METER SETTER - WATER	382.62
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	758.79
UPS	02587	SHIPPING HACH, PREMIER SAFETY - ELEC, WW	72.29
DETROIT MARRIOTT AT RENAISSANCE	CTMISC	2023 MERS CONF ACCOMODATIONS R HONSOWITZ - CEM	433.82
TIM KRIZOV	01897	CLOTHING ALLOW - WW	284.49
SHANE SCHEURER	01575	REIM MECA TRAINING MEALS - ELECTRIC	58.15
WILLIAMS FARM MACHINERY, INC.	01075	PIN WING MOWER - PARKS, CEM	68.13
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	450.00
MICHIGAN STATE POLICE	00275	TOKEN FEE X2 - POLICE	66.00
KEUSCH TIRE & AUTO	00228	REPAIR #45 - AMB	4,705.00
KEUSCH TIRE & AUTO	00228	REPAIR TIRE C3 - POLICE	30.00
CHROUCH COMMUNICATION, INC.	00082	HARDWARE - AMB	2,990.20
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	34.58
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	81.31
PORTLAND PUBLIC SCHOOLS	00370	TOT SOCCER INSTRUCTOR SVCS - REC	866.25
PORTLAND PUBLIC SCHOOLS	00370	SUMMER TENNIS INSTRUCT SVCS - REC	2,912.00
UIS SCADA	00462	SCADA SYSTEM REPAIR/STORM - WATER	1,028.00
STATE OF MICHIGAN	02577	BACTI SAMPLES - WATER	128.00
APPLIED IMAGING	02493	PRINTER INVOICE - VARIOUS DEPTS	465.64

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CULLIGAN	02130	WATER 4X CITY HALL - GEN	29.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	67.91
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	200.00
POWER LINE SUPPLY COMPANY	00389	SAFETY GLOVES - ELECTRIC	246.00
POWER LINE SUPPLY COMPANY	00389	TOOLS - ELECTRIC	493.00
KEUSCH TIRE & AUTO	00228	OIL CHANGE - ELECTRIC	115.91
KENDALL ELECTRIC	00225	SUPPLIES - ELECTRIC	414.70
TRUGREEN	02830	LAWN SERVICE - ELECTRIC	84.00
O'LEARY PAINT CO	02729	GLOSS BLACK PAINT - ELECTRIC	200.85
KENDALL ELECTRIC	00225	PVC COUPLINGS - ELECTRIC	179.24
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR & PARTS - ELECTRIC	285.00
NTH CONSULTANTS, LTD	02708	COMPLIANCE CONSULT/TESTING - ELECT APP CONS AGE	10,019.33
POWER LINE SUPPLY COMPANY	00389	SAFETY GEAR - ELECTRIC	3,460.00
GRAINGER, INC.	00172	SUPPLIES FOR STREET LIGHTS - ELECTRIC	623.40
REED & HOPPES, INC.	00390	RIGGING SUPPLY FOR DAM DOORS - ELECTRIC	3,932.84
KENDALL ELECTRIC	00225	TRANSFORMER FOUNDATION BOX - ELECTRIC	1,093.89
NTH CONSULTANTS, LTD	02708	COMPLIANCE SVCS - ELECTRIC	3,464.79
CORRIGAN OIL CO, NO. 11	02693	GAS/DIESEL - MTR POOL	314.93
GRAINGER, INC.	00172	TARP - MAJ STS	135.20
PREMIER SAFETY	02465	CONFINED SPACE METER CALIBRATION - ELECTRIC	505.30
FP MAILING SOLUTIONS	01758	MAIL METER RENTAL - GEN	636.00
KODIAK EMERGENCY VEHICLES	02224	CAMERA INSTALL C1 - POLICE	704.00
PAMA	01370	40% CONT TO PAMA - COM PROMO	1,890.68
GRAINGER, INC.	00172	UNIFORM LOCKER - ELECTRIC	2,082.80
RESCO	00392	DISTRIBUTION SUPPLIES - ELECTRIC	550.25
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	58.95
OTIS ELEVATOR	00970	ELEVATOR MAINTENANCE 11-30-23 - CITY HALL	669.54
KEUSCH TIRE & AUTO	00228	TIRE REPAIR #45 - AMB	30.00
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	308.34
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	7.95
ROCHESTER CREATIONS	02359	UNIFORMS - AMB	68.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ROCHESTER CREATIONS	02359	SHIRTS LOGOS - AMB	12.00
B&W AUTO SUPPLY, INC.	00030	VAR SUPPLIES - VAR DEPTS	658.32
KEUSCH TIRE & AUTO	00228	BRAKE PADS, ROTORS, TIRES #43 - AMB	2,089.35
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	739.07
BRIAN RUSSELL	00593	OFFICIAL - REC	490.00
BRYAN SCHEURER	00600	OFFICIAL - REC	315.00
JERRYD SCHEURER	02785	OFFICIAL - REC	180.00
ADDISON SCHEURER	02831	OFFICIAL - REC	48.00
JACK GENSTERBLUM	02832	OFFICIAL - REC	60.00
PORTLAND TOWNSHIP TREASURER	00371	ANNEX AGREEMENT REV SHARING MAY-JUNE 2023 - CC	5,947.53
STATE OF MICHIGAN	00428	2021 STATE TAPE DATA - INCOME TAX	538.30
LOOMIS, EWERT, PARSLEY, DAVIS, & G02715		LEGAL SERVICES - POLICE	512.50
Total:			\$76,407.28

**BI-WEEKLY  
WAGE REPORT  
September 5, 2023**

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.	11,231.85	57,244.30	4,152.32	18,413.12	15,384.17	75,657.42
ASSESSOR		-		-	-	-
CEMETERY	5,898.88	29,046.85	2,076.36	7,542.25	7,975.24	36,589.10
POLICE	16,962.59	93,190.38	5,332.81	24,733.34	22,295.40	117,923.72
CODE ENFORCEMENT	52.57	341.63	4.02	26.15	56.59	367.78
PARKS	4,589.63	25,264.24	781.17	3,345.09	5,370.80	28,609.33
INCOME TAX	2,614.76	13,279.81	717.14	3,495.05	3,331.90	16,774.86
MAJOR STREETS	6,774.18	21,399.90	2,966.43	8,497.91	9,740.61	29,897.81
LOCAL STREETS	4,390.68	19,410.34	1,819.88	7,658.03	6,210.56	27,068.37
RECREATION	1,669.71	7,889.40	473.48	1,989.83	2,143.19	9,879.23
AMBULANCE	20,441.54	99,694.13	4,253.92	19,540.76	24,695.46	119,234.89
DDA	2,539.72	13,338.79	485.62	2,330.68	3,025.34	15,669.47
ELECTRIC	22,704.49	109,859.20	8,397.53	33,614.34	31,102.02	143,473.54
WASTEWATER	11,006.18	52,078.05	3,981.07	15,275.75	14,987.25	67,353.80
WATER	5,860.43	33,552.72	2,413.39	11,676.88	8,273.82	45,229.60
MOTOR POOL	809.22	3,962.95	249.78	1,136.65	1,059.00	5,099.60
<b>TOTALS:</b>	<b>117,546.43</b>	<b>579,552.69</b>	<b>38,104.92</b>	<b>159,275.83</b>	<b>155,651.35</b>	<b>738,828.52</b>

**BI-WEEKLY CASH BALANCE ANALYSIS  
AS OF 08/30/2023  
MEETING DATE 09/05/2023**

Fund	Description	Beginning Balance 08/17/2023	Total Cash in	Total Cash out	Cash Balance 08/30/23	Time Certificates	Ending Balance 08/30/2023
101	GENERAL FUND	1,933,100.84	211,465.62	(240,517.95)	1,904,048.51	218,908.00	2,122,956.51
105	INCOME TAX FUND	189,404.82	103,813.25	(56,603.26)	236,614.81	10,000.00	246,614.81
150	CEMETERY PERPETUAL CARE FUND	64,882.51	100.00	-	64,982.51		64,982.51
202	MAJOR STREETS FUND	389,350.84	4,942.35	(20,946.58)	373,346.61		373,346.61
203	LOCAL STREETS FUND	161,737.79	12,098.15	(12,646.52)	161,189.42		161,189.42
208	RECREATION FUND	38,491.92	5,409.13	(6,214.38)	37,686.67		37,686.67
210	AMBULANCE FUND	217,982.22	110,399.23	(49,517.34)	278,864.11		278,864.11
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	499,942.49	18,254.60	(30,291.25)	487,905.84		487,905.84
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	-	-	-	-		-
520	REFUSE SERVICE FUND	20,151.80	10,472.10	(16,336.72)	14,287.18		14,287.18
582	ELECTRIC FUND	2,108,600.05	388,331.02	(192,435.64)	2,304,495.43	468,768.00	2,773,263.43
590	WASTEWATER FUND	(17,495.40)	100,795.54	(34,469.92)	48,830.22		48,830.22
591	WATER FUND	373,957.87	68,136.79	(27,617.83)	414,476.83	407,700.00	729,716.67
661	MOTOR POOL FUND	175,819.27	13,691.67	(7,854.48)	181,656.46		181,656.46
703	CURRENT TAX FUND	12,966.37	166,409.72	0.00	179,376.09		179,376.09
	<b>TOTAL - ALL FUNDS</b>	<b>6,172,255.64</b>	<b>1,214,319.17</b>	<b>(695,451.87)</b>	<b>6,691,122.94</b>	<b>1,105,376.00</b>	<b>7,704,038.78</b>
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	1,964,955.26	1,964,955.26
					ELECTRIC-PRIN & INT ESCROW	51,027.21	51,027.21
					WASTEWATER DEBT ESCROW	328,529.67	328,529.67
					WASTEWATER REPAIR ESCROW	324,380.31	324,380.31
					WASTEWATER 2022 BOND RESERVE	218,627.67	218,627.67
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	92,460.16	92,460.16
							<b>11,607,983.28</b>

\*Customer Deposit Breakdown

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



# PURCHASE ORDER

## City of Portland

P.O. 12614

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

VENDOR

*Chop*

DATE:

*8/26/23*

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<i>Removal of 28 trees</i>	<i>582.539.967000</i>		<i>\$5300.80</i>
DEPARTMENT HEAD (UP TO \$500)	<i>[Signature]</i>	TOTAL	

*MT*

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:** 8-28-2023  
**Re:** Action Item BLP8D – CHOP change order

---

At the April 2023 Board of Light and Power (BLP) meeting the BLP moved to recommend approval and the City Council subsequently approved \$13,300 worth of tree trimming work along Lyons, Friend, and Ionia Roads. As work was scheduled notification was provided to property owners effected. Two property owners along Friend Road requested that trees be removed rather than simply trimmed. Based on an assessment of future tree trimming savings, and the reliability improvements associated, 28 trees were removed rather than simply trimmed. The additional cost for tree removal is \$5,300.80.

Action Item BLP8D- Recommend City Council approve CHOP change order for removal of 28 trees originally proposed for trimming along Friend Road. The actual cost of additional tree removal work is \$5,300.80.



# Invoice

1505 Steele Ave SW  
Grand Rapids MI 49507

Date	Invoice #
8/21/2023	17822

Phone # 616-583-9821

Bill To
City of Portland - Board of Light & Power 259 Kent St Portland, MI 48875

Ship To

Terms	Due Date
Net 30	9/20/2023

Date	Description	Amount
8/18/2023	PO #11117 Remove (28) trees that were originally going to be trimmed	5,300.80

Please pay from this invoice.

**Balance Due** \$5,300.80



# PURCHASE ORDER

## City of Portland

P.O. 12615

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

VENDOR M Power  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 8/26/23

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<i>GIS professional services</i>	<i>542.539.803000</i>		<i>\$6600.00</i>
DEPARTMENT HEAD (UP TO \$500) _____		TOTAL	

*TTD*  
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:** 8-28-2023  
**Re:** Action Item BLP8B – MPower Innovations

---

In preparation for the transition to a single voltage across the distribution system, in preparation for potential future additional demand by electric vehicle charging, and in conformance with industry practices for transformer asset management we are beginning a transformer inspection campaign. We will be using GIS maps and inspection forms to document and store data. MPower Innovations will prepare an inspection campaign map which will link to inspection form data and work order/action items documented. The inspection campaign will begin this fall.

Action Item Action Item BLP8B – Recommend City Council approve the MPower Innovations quotation to provide professional services in the form of inspection forms, databases, and computer coding in support of a distribution system transformer asset management campaign to be started this fall and completed this winter. The estimated cost of the proposed professional services is \$6,600.



# Sales Quotation

Account Name City of Portland, MI  
Shipping Address 723 East Grand River  
Portland, MI 48875

Created Date 8/8/2023  
Quote Name Inspection Forms and Databases  
Quote Number 00001330

Prepared By Rene Droese  
Email rdroese@mpowerinnovations.com

Product	Line Item Description	Quantity	Sales Price	Total Price
Professional Services	Inspection forms, databases, and code - Estimated only time spent will be invoiced any additional time will be charged at quoted rate	4.00	\$1,650.00	\$6,600.00

Total Price \$6,600.00

## Terms and Conditions

50% deposit required for software, maintenance, deployment or related services. Balance(s) due upon software installation and/or completion of services. mPower services are provided on a time and material basis; travel, lodging and per diem expenses to be reimbursed by customer. This proposal is to be treated as confidential and is not to be viewed by, or shared with, anyone that is not directly or contractually involved in the solicitation, preparation, evaluation or procurement of goods and services as outlined in this proposal.





**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-43978-1

**Date:**

5/31/2023 10:18 AM

**Customer:**

PORTLAND, MICHIGAN

QTY	Product Name	DESCRIPTION
1.00	Recurring Redesign Annual Fee Renewal	Website Recurring Redesign Annual Fee Renewal
1.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee
1.00	Annual Fee Renewal (Hosting & Support)	Website Annual Fee for Hosting and Support
1.00	CivicEngage Media Annual Fee Renewal	Unlimited storage, unlimited users, up to 3 concurrent streams

Annual Recurring Services - Initial Term	USD 8,482.99
--	--------------

1. This renewal Statement of Work ("SOW") is between City of Portland MI ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: [www.civicplus.help/hc/p/legal-stuff](http://www.civicplus.help/hc/p/legal-stuff) (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 10/1/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

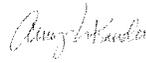
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:



# Memo



**To:** Board of Light & Power

**From:** Todd Davlin, Electric Superintendent

**Cc:** Tutt Gorman, City Manager

**Date:** 8/28/2023

**Re:** Action Item BLP8A – D&E Electric / Engine Heaters

---

The Board of Light and Power and City Council approved installation of engine heaters to improve maintenance, operations and starting emissions for the municipal power plant engine generators. Electrical wires, breakers and shutoffs must be installed for each heater. D&E electric has historically done the electrical wiring at the power plant. D&E has prepared a quote for installation of the electrical infrastructure in support of the engine heaters.

**RECOMMENDATION:** Action Item BLP8A – Recommend City Council approve D&E Electric Estimate No. 2397 for electric work in support of installing three engine heaters at the municipal power plant. The cost of the proposed electrical infrastructure is \$9,230.00.

D & E Electric, L.L.C.  
 10766 Looking Glass Ave.  
 Portland, MI 48875  
 Phone: (517)526-0441  
 dande.electric20@yahoo.com

<b>Date</b>	08/16/23
<b>Estimate No.</b>	2397

# Estimate

New boilers for three generators at plant

Name/Address
City of Portland Board of Light and... Attn: Todd Davlin 259 Kent Street Portland, MI 48875

Quantity	Description	Amount
3	1-1/4" EMT conduit runs from panels/junction boxes to boilers	
3	100 Amp rated THHN feeders	
1	New 100 Amp disconnect	
2	Remove/re-use 100 Amp disconnects and junction boxes	
3	Flexible connections from disconnects to boilers	
2	Demo electric heaters by middle generator	
1	Demo water heater circuit by west generator	
1	City of Portland Electrical Permit	
	<b>Total Quote</b>	<b>9,230.00</b>

<b>Total Quote</b>	<b>\$9,230.00</b>
--------------------	-------------------

We propose to complete in accordance with the above specifications. This proposal may be withdrawn if not accepted within 30 days. Work to be performed after this agreement has been signed and returned. 70% due upon rough inspection, remainder due upon final inspection by local jurisdiction. A service charge of 1.5% (18% APR) will be added to all accounts not paid in full within 30 days.

Any Questions concerning this quotation, please contact Grant Keilen via cell: (517)526-0441

Acceptance of proposal (Signature) \_\_\_\_\_

\_\_\_\_\_ Date

**Minutes of the Downtown Development Authority**  
**City of Portland**  
Held on Monday, July 24, 2023  
In the Council Chambers at City Hall

Members Present: Grimminck, Barnes, Gorman, Vogl, Ward, Madarang

Members Absent: Williamson, Briggs

Staff: Director ConnerWellman, City Clerk Miller

Guests: Anthony Vogl

Chair Grimminck called the meeting to order at 7:00 P.M.

Motion by Madarang, supported by Barnes, to approve the proposed agenda.  
All in favor. Adopted.

There was no Public Comment.

Motion by Barnes, supported by Madarang, to approve the minutes of the June 20, 2023, meeting as presented.  
All in favor. Adopted.

Motion by Madarang, supported by Gorman, to approve the July 2023 Treasurer's Report as presented.  
All in favor. Adopted.

Under Team Reports, Member Madarang provided an update on the July Work Team meeting.

Under Old Business, Director ConnerWellman presented an update on Tax Increment Finance (TIF) Plan process and timeline.

City Manager Gorman provided further insight into the TIF process.

Mayor Barnes explained where DDA funds come from and why in some communities there is tension around DDAs and how the captured funds are used.

There was further discussion.

Director ConnerWellman noted there is nothing new to report regarding RAP 2.0 at this time. Still waiting to hear if Portland has been awarded funding through this grant.

Under New Business, the Election of Officers for the new year was held.

Motion by Madarang, supported by Gorman, to keep the same officers as last year.

- Grimminck – Chair
- Madarang – Vice Chair
- Briggs – Secretary
- Barnes – Treasurer

The vote for the motion on the floor was held.  
All in favor. Adopted.

Director ConnerWellman provided an update on planning for Beerfest which will be held Saturday, August 12, 2023. Sponsorships are coming in; volunteers are still needed. Ticket sales have been steady, but the majority of ticket sales are expected the week before the event.

Director ConnerWellman noted the Bi-Annual DDA-TIF Public Meeting will be held Monday, September 25, 2023, at 7:00 P.M.

Under the Director's Report, Director ConnerWellman presented her downtown report.

There were no Board Member comments.

Motion by Madarang, supported by Barnes, to adjourn the meeting at 7:48 P.M.  
All in favor. Adopted

Respectfully submitted,

---

Margery Briggs, Secretary



Date: August 28, 2023

**REPORT OF FUNDS IN DDA AS OF: August 16, 2023**

**PRINCIPAL & INTEREST ACCOUNT**

PREVIOUS BALANCE:	<u>6/30/2023</u>	<u>AMOUNTS</u>
		\$ 501.78

<b>NEW BALANCE:</b>	<u><b>7/31/2023</b></u>	<u><b>\$ 501.78</b></u>
---------------------	-------------------------	-------------------------

**PRIME ACCOUNT**

PREVIOUS BALANCE:	<u>6/30/2023</u>	\$ 22,427.55
-------------------	------------------	--------------

DEPOSITS:		\$ (315.00)
-----------	--	-------------

Due to customers:		\$ -
-------------------	--	------

<b>NEW BALANCE:</b>	<u><b>7/31/2023</b></u>	<u><b>\$ 22,112.55</b></u>
---------------------	-------------------------	----------------------------

**REGULAR ACCOUNT**

PREVIOUS BALANCE:	<u>7/16/2023</u>	\$ 490,230.57
-------------------	------------------	---------------

INTEREST EARNED:		\$ 126.70
------------------	--	-----------

DEPOSITS:		
-----------	--	--

Beefest		\$ 7,401.00
Fireworks		\$ 500.00

**CHECKS WRITTEN:**

Ck No.	Payee:	<u>AMOUNTS</u>
	Admin charge August 2023	\$ 900.00
	Bank fee - Fraud Protection	\$ 60.00
	<i><u>Beerfest Checks</u></i>	
2413	5475 Days, LLC - Beerfest	\$ 6,167.89
2414	Alliance Beverage	\$ 3,468.35
2417	BrickHaven Brewing Company	\$ 318.00
2418	Burgdorf's Winery LLC	\$ 718.00
2419	Confluxcity Brewing Company	\$ 460.00
2420	Eagle Monk Brewing	\$ 300.00
2421	Henry A. Fox Sales Co.	\$ 540.00
2422	Looking Glass Brewing Co	\$ 350.00
2423	Old Brothers Craft Cider	\$ 430.00
2424	PE Office Solutions	\$ 969.50
2425	Sleepwalker Spirits and Ale	\$ 325.00
2426	Boss Cider Company	\$ 560.00
2427	BHM Venture, LLC	\$ 401.20
	<i><u>Normal Checks</u></i>	
	City of Portland, Reimb. For cc, phone, and legal services	\$ 1,309.00
	Kurt Fedewa, Article	\$ 25.00
	Fleis & Vandenbrink, MEDC RAP Application	\$ 3,737.50
	Ionia Community Awareness, Banner	\$ 55.00
	Prestige, glasses for Beerfest	\$ 1,265.10
	Printing Systems, DDA Checks	\$ 123.97
	Pyrotecnico, Fireworks Display	\$ 5,000.00
	Sid's Flower Shop, LLC , 3 year contract pre-payment	\$ 1,767.00
	State of Michigan, sales tax for Beerfest	\$ 415.00
	Tanya Schneider, Façade Improvement 129 E Bridge Street	\$ 9,000.00
	Tina ConnerWellman, Phone Reimbursement	\$ 40.00

\$ (38,705.51)

TRANSFER FOR DDA PAYROLL AND FRINGE BENEFITS FROM 07/17/2023 - 08/16/2023	<u>\$ (6,144.11)</u>
---	----------------------

TOTAL EXPENSES:	<u>\$ (44,849.62)</u>
-----------------	-----------------------

<b>NEW BALANCE:</b>	<u><b>8/16/2023</b></u>	<u><b>\$ 453,408.65</b></u>
---------------------	-------------------------	-----------------------------

"The City of Portland is an equal opportunity provider and employer."

**CITY OF PORTLAND**

**REPORT DATE**  
**PERIOD COVERED**

August 22, 2023  
July 1-31, 2023

<b>Kwh Consumed</b>	3,646,215
<b>DIESEL PRODUCTION</b>	0
<b>HYDRO GENERATION</b>	95,828

<b>Total Kwh Purchased</b>	<b>3,550,387</b>	<b>Total Dollars Paid</b>	<b>\$ 284,139.22</b>
----------------------------	------------------	---------------------------	----------------------

---

**Kwh Billed**

Residential	1,930,680
Commercial	913,174
Large General	902,080
City St. Lites Metered	9,667
St. Lites Unmetered	
Rental Lights	
Demand	1,854
<b>Total Kwh Billed</b>	<b>3,757,455</b>

**Dollars Billed**

PCA Billed	\$ 128,074.80
Residential	\$ 245,007.11
Residential EO Charge	\$ 3,426.97
Geothermal Discount	\$ (3.07)
Commercial	\$ 115,530.09
Commercial/LG EO Charge	\$ 2,472.58
Large General	\$ 75,485.00
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 924.78
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 14,770.43
Tax	\$ 22,057.18
<b>Total Dollars Billed</b>	<b>\$ 609,541.66</b>

Arrears after billing	\$ 14,986.15
Penalties Added	\$ 2,295.65
Arrears end of month	\$ 35,317.32
Fuel Cost Billed	\$ 77,595.31
Amount Collected	\$ 435,292.93
Total Adjustments	\$ 1,130.20

Power Cost Adj. .02922

Residential Customers	2,245
Commercial Customers	331
Large General	15
<b>Total Customers</b>	<b>2,591</b>

08/02/23



**CITY OF PORTLAND**  
**August-23**

---

**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Jul-23	<b>PERIOD COVERED</b>	July 1-31, 2023
Customers Billed		Penalties Added	\$ 464.24
City	1,884	Dollars Collected	\$ 79,867.73
Rural	24	Arrears at end of Month	\$ 6,905.93
Total Customers	1,908	Adjustments	\$ 282.23
		Gallons Pumped	15,649,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	15,975,525		\$ 93,088.84
Rural	243,175		\$ 2,773.00
Total	<u>16,218,700</u>		<u>\$ 95,861.84</u>

---

**SEWER DEPARTMENT REPORT**

Customers Billed	1,824	Dollars Billed	\$146,580.04
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 146,580.04

Penalties Added	\$ 816.02
Dollars Collected	\$ 115,362.15
Arrears at end of Month	\$ 11,464.17
Adjustments	\$ 699.40
Gallons Treated per Million	7.779



**IONIA COUNTY BOARD OF COMMISSIONERS**  
**BOARD OF COMMISSIONERS MEETING**  
**AUGUST 22, 2023 – 7:00 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)
  - B. Approve per diem and mileage.
  - C. Approve payments of General Fund Payroll and accounts payable for the month of July 2023- \$ 1,584,979.00
  - D. Approve payments of Health Department payroll and accounts payable for the month of July 2023-\$ 115,370.95
  - E. Approve payments of Road Department payroll and accounts payable for the month of July 2023-\$ 1,227,307.75
- VII. Unfinished Business**
- VIII. New Business**
  - A. Request Reimbursement for Lake Odessa Fire Pagers-Lance Langdon
- IX. Department Reports**
- X. Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. Board of Commissioners
  - C. County Administrator
- XI. Reports of Special or Ad Hoc Committees**
- XII. Public Comment (3-minute time limit per speaker)**

**XIII. Closed Session**

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- Economic Development Corporation/Brownfield Redevelopment Authority – Two- three-year terms.
- Central Dispatch-One-two-year Emergency Medical Representative and one-two-year Township Board Representative
- Solid Waste Planning Committee-one-two-year term serving as industrial waste generator representative, one-two year term serving as General Public Representative
- Area Agency on Aging of Western Michigan Advisory Council-one three year term

**Appointments for consideration in the month of August 2023:**

- NONE

**Appointments for consideration in the month of September 2023:**

- Commission on Aging Board

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE ELECTRIC AND GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-21321**

- Consumers Energy Company requests Michigan Public Service Commission's approval of its Energy Waste Reduction Plan for the period 2024 through 2025.
- 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](https://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME:** Tuesday, September 12, 2023 at 9:00 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) 284-8096, or by email at [mpscedockets@michigan.gov](mailto: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) August 1, 2023 application requesting the Commission to: 1) determine that Consumers Energy's proposed 2024-2025 Energy Waste Reduction (EWR) plan is reasonable and that it meets all applicable requirements of Act 295, as amended; 2) approve Consumers Energy's requested 2024-2025 EWR plan natural gas and electric surcharges; 3) approve the requested accounting authority as proposed by Consumers Energy; 4) approve Consumers Energy the authority to roll forward any unspent funds into future approved EWR plans and to increase annual investment above amounts approved in the final case order by up to 6% of electric and 10% of gas investment, if needed and cost effective; 5) approve the issuance of the tariff sheets as proposed by Consumers Energy; 6) approve Consumers Energy the relief requested as proposed on an expeditious basis to limit risk and reduce customer impact; and 7) grant Consumers Energy other and further relief as the Commission deems necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://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](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 5, 2023. (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-21321**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto: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.]**

2310-C

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-21352**

- Consumers Energy Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2022.
- 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](http://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME: Tuesday, September 12, 2023 at 10:00 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) 284-8096, or by email at [mpscedockets@michigan.gov](mailto: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) August 1, 2023 application requesting the Commission to: 1) determine that Consumers Energy's 2022 Renewable Energy Cost Reconciliation is reasonable and meets all relevant requirements under Act 295, as amended; 2) reconcile the pertinent revenues recorded and the allowance for the non-volumetric revenue recovery mechanism with the amounts actually expensed and projected according to Consumers Energy's plan for compliance, including: (a) making a determination of Consumers Energy's compliance with the Renewable Energy standards, and (b) adopting the proposed change in Transfer Price methodology for Company-owned facilities; 3) approve Consumers Energy to establish a Transfer Price of approximately \$83.00 per MWh for renewable energy and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through the power supply cost recovery clause under MCL 460.6j; 4) approve Consumers Energy to utilize surplus Energy Waste Reduction Credits from 2022 to offset future renewable energy requirements; and 5) grant Consumers Energy other and further relief as the Commission deems necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://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](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 5, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's attorney, Anne M. Uitvlugt, 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-21352**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto: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.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, 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.

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-21063**

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-21062) for the 12-month period April 2022-March 2023.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550, for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets).
- A pre-hearing will be held:

**DATE/TIME:** **Wednesday, September 13, 2023 at 9:30 AM**

**BEFORE:** **Administrative Law Judge Lesley Fairrow**

**LOCATION:** **Video/Teleconferencing**

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@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) June 30, 2023 application requesting the Commission to: 1) approve the April 2022 through March 2023 reconciliation of its Gas Cost Recovery (GCR) plan as proposed by Consumers Energy; 2) approve Consumers Energy's proposed methodology for rolling in the net under-recovery for the GCR period of \$15,090,600; and 3) grant Consumers Energy other and further relief as the Commission deems necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets). 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: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscdockets@michigan.gov](mailto:mpscdockets@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 September 6, 2023. (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-21063**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.]**