



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

7:00 P.M. Monday, June 2, 2025

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order by Mayor Barnes</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u> (5-minute time limit per speaker)</b>	
7:10 PM	<b>V. <u>City Manager Report</u></b>	
7:15 PM	<b>VI. <u>Presentations</u></b>	
7:20 PM	A. Jeff Anderson – Michigan Class	
	B. DDA Director ConnerWellman – Downtown Report	
	<b>VII. <u>Public Hearing(s)</u> - None</b>	
	<b>VIII. <u>Old Business</u> - None</b>	
	<b>IX. <u>New Business</u></b>	
7:25 PM	<b>A. Proposed Resolution 25-30 to Approve the Addition of Michigan Cooperative Liquid Assets Securities System as an Approved Investment Option</b>	Decision
7:28 PM	<b>B. Proposed Resolution 25-31 Approving the Funding and Implementation of Body-Worn Cameras for Police Officers</b>	Decision
7:30 PM	<b>C. Proposed Resolution 25-32 Approving a Proposal from Fleis &amp; VandenBrink to Renew Professional Services for Assistance with the Wellhead Protection Program and a New Well Site Evaluation</b>	Decision
7:33 PM	<b>D. Proposed Resolution 25-33 Approving and Authorizing a Pension Waiver Application to be Submitted to the Michigan Department of Treasury</b>	Decision
7:35 PM	<b>E. Proposed Resolution 25-34 Approving the Purchase of Switchgear Cabinets for the Grant Street Substation Project for the Electric Department</b>	Decision
7:38 PM	<b>F. Proposed Resolution 25-35 Approving Change Order 150-0402 to the Contract with Newkirk Electric Associates for the Grant Street Substation Project</b>	Decision
7:40 PM	<b>G. Proposed Resolution 25-36 to Update the Cemetery Rate Schedule</b>	Decision

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:42 PM	<p>H. Proposed Resolution 25-37 to Establish a Request for Funding, Designate an Agent, Attest to the Existence of Funds and Commit to Implementing a Maintenance Program for Roadway Improvements on Hill Street Funded by the Transportation Economic Development Fund Category B Program</p>	Decision
7:45 PM	<p><b>X. <u>Consent Agenda</u></b></p> <p>A. Minutes and Synopsis of the Regular City Council Meeting held on May 19, 2025</p> <p>B. Payment of Invoices in the Amount of \$77,145.93 and Payroll in the Amount of \$157,179.99 for a Total of \$234,325.92</p> <p>C. Purchase Orders over \$5,000.00</p> <ol style="list-style-type: none"> <li>1. Deere &amp; Company in the Amount of \$5,200.00 for a John Deere Z920M ZTrak Mower through the Trade In Program</li> <li>2. National Wash Authority in the Amount of \$9,550.00 for Cleaning of the Charlotte Hwy. Water Tower</li> <li>3. Total Security Solutions in the Amount of \$14,241.00 to Add Bullet Proof Glass at the City Hall Front Counter</li> <li>4. Fleis &amp; VandenBrink in the Amount of \$17,250.00 for Diesel Clean Up Monitoring and Reporting at the Electric Department</li> </ol> <p><b>XI. <u>Communications</u></b></p> <ol style="list-style-type: none"> <li>A. Board and Commissions Application for Jason Williamson</li> <li>B. Board and Commissions Application for Robert Baldyga</li> <li>C. Board of Light and Power Minutes for April 29, 2025</li> <li>D. Utility Billing Report for April 2025</li> <li>E. Ionia County Board of Commissioners Agenda for May 27, 2025</li> <li>F. MPSC Notice of Hearing for Homeworks Tri-County Electric Cooperative</li> <li>G. MPSC Notice of Hearing for Consumers Energy</li> </ol>	Decision
7:48PM	<p><b>XII. <u>Other Business</u> - None</b></p>	
7:50 PM	<p><b>XIII. <u>City Manager Comments</u></b></p>	
7:55 PM	<p><b>XIV. <u>Council Comments</u></b></p>	
8:00 PM	<p><b>XV. <u>Adjournment</u></b></p>	Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-30**

**A RESOLUTION TO APPROVE THE ADDITION OF  
MICHIGAN COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM  
AS AN APPROVED INVESTMENT OPTION**

**WHEREAS**, the Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is compliant with Public Act 20, and;

**WHEREAS**, the Michigan CLASS Board of Trustees oversees the pool and directs the pool administrator, Public Trust Advisors, to emphasize safety, liquidity, and convenience while providing diversification of investments and the advantage of a competitive return, and;

**WHEREAS**, Michigan CLASS investments are fully compliant with all appropriate Michigan Investment laws, and;

**WHEREAS**, Michigan CLASS has over 900 funded participants ranging from the very large to the very small, with nearly \$5.5 billion in shares outstanding, and;

**WHEREAS**, this investment has no restrictions regarding withdrawals or contributions, affording the city the ability to use Michigan CLASS as it best suits our individual needs.

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

1. The City Council approves the Michigan CLASS Investment Pool as an authorized Investment institution, authorizes the Finance Director to complete the necessary paperwork to enroll in the pool, and approves the addition of Michigan Class to the Investment Policy.
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:** June 2, 2025

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-31**

**A RESOLUTION APPROVING THE FUNDING AND IMPLEMENTATION  
OF BODY-WORN CAMERAS FOR POLICE OFFICERS**

**WHEREAS**, the City Council of Portland recognizes the importance of promoting transparency, accountability, and public trust in law enforcement operations; and

**WHEREAS**, the use of body-worn cameras by police officers has been shown to enhance community trust, improve officer safety, aid in the collection of evidence, and reduce the number of complaints and use-of-force incidents; and

**WHEREAS**, funds for this program have been budgeted within the City’s 2025-2026 Budget; and

**WHEREAS**, the City Manager and the Police Chief, recommends that City Council approve the proposal from Motorola for the purchase of three Watchguard body worn cameras to integrate with our current Watchguard in-car camera system and 5-year service contact, in the amount of \$17,294.00 a copy of the proposal and department memo is attached as Exhibit A.

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

1. The City Council approves the proposal from Motorola for the purchase of three Watchguard body worn cameras to integrate with our current Watchguard in-car camera system and 5-year contact, in the amount of \$17,294.00 a copy of the proposal and department memo 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:** June 2, 2025

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



# Portland Police Department

Star Thomas, *Chief of Police*

To: Andrew Dymczyk / City of Portland Council  
From: Star Thomas  
Date: May 22, 2025  
Re: Body Worn Camera Purchase

Mr. Dymczyk and Council,

The attached quote from Motorola is for the purchase of three Watchguard body worn cameras designed to integrate with our current Watchguard in-car camera system. The quote also contains the mounts required for the officers to attach the cameras to their uniforms as well as VAAS – or Video As A Service.

VAAS is subscription cloud data storage hosted by Motorola. The system allows for easier management of data retention schedules, redaction of non-public data in FOIA requests, and the sharing of evidence with legal teams. The VAAS has an annual fee of \$2,664 and will continue for five years.

Body worn cameras were not originally part of the 2024-2025 budget at the police department. \$5,940.00 had been budgeted in Contractual Services originally intended to be the annual payment for the in-car cameras; however, an unexpected credit was applied by Motorola due to a difference in service provided during initial deployment of the cameras. The \$5,940.00 would go towards the initial \$6,638.00 payment.

I'm asking for permission to sign a notice to purchase through Watchguard for the purchase of body worn cameras and sign the 5-year contract required.

Thank you for considering this project,

  
Star Thomas  
Chief of Police

Billing Address:  
 PORTLAND, CITY OF  
 773 E GRAND RIVER AVE  
 PORTLAND, MI 48875  
 US

Quote Date:02/04/2025  
 Expiration Date:06/24/2025  
 Quote Created By:  
 Matthew Fitzpatrick  
 Matt.Fitzpatrick@  
 motorolasolutions.com

End Customer:  
 PORTLAND, CITY OF  
 AGREEMENT: WG AGREEMENT

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	3	5 YEAR	\$4,140.00	\$12,420.00	
2	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$3,200.00	\$3,200.00	
3	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	3	5 YEAR	Included	Included	
4	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	3		Included	Included	3 YEAR
5	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	3	5 YEAR	Included	Included	
6	SWV07S03593A	SOFTWARE ENHANCEMENTS	3	5 YEAR	Included	Included	
7	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	3		\$110.00	\$330.00	
8	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	3		Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
9	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/ UPLOAD DOCK - VIDEO- AS-A-SERVICE	3	5 YEAR	\$300.00	\$900.00	
10	WGP03085-KIT	V700 JACKET MAG MOUNT WITH BWC BOX	3		Included	Included	
11	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	
12	WGA00668	LOCKING MOLLE MOUNT, V300/V700 BWC, BLACK	3		\$79.00	\$237.00	
13	WGP02798C	SHIRT MAGNETIC MOUNT, V300/V700 BWC, BLACK	3		\$69.00	\$207.00	

**Grand Total**
**\$17,294.00(USD)**


## Pricing Summary

	Payment Term	Upfront Sale Price	
<b>Upfront Costs*</b>			
		\$3,974.00	
<b>Upfront Subscription Fee</b>			
Video as a Service	Annually	\$2,664.00	
<b>Sub Total:</b>		<b>\$6,638.00</b>	
	Payment Term	Sale Price	Annual Sale Price
<b>Year 2 Subscription Fee</b>			
Video as a Service	Annually	\$2,664.00	\$2,664.00
<b>Year 3 Subscription Fee</b>			
Video as a Service	Annually	\$2,664.00	\$2,664.00
<b>Year 4 Subscription Fee</b>			
Video as a Service	Annually	\$2,664.00	\$2,664.00
<b>Year 5 Subscription Fee</b>			
Video as a Service	Annually	\$2,664.00	\$2,664.00
<b>Sub Total:</b>			<b>\$10,656.00</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>			<b>\$17,294.00</b>

\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



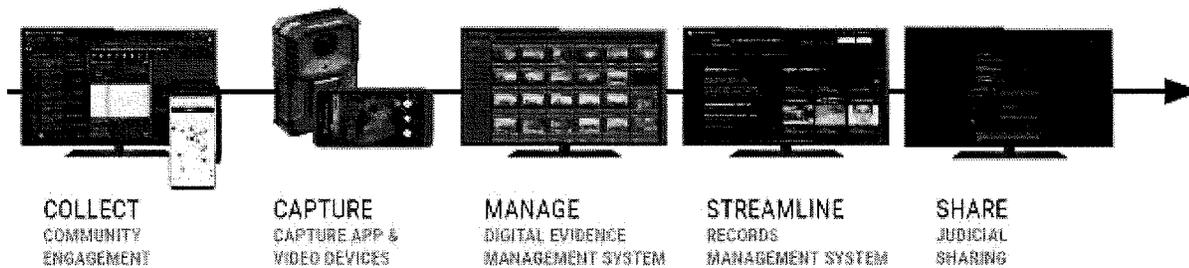


## VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



## VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.



### VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

#### Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

#### Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

#### Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.





### **Integration with In-Car and Body-Worn Cameras**

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

### **Optional Live Video Streaming**

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

### **DEVICE MANAGEMENT**

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

### **Device Tracking**

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

### **Faster Shift Changes**

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

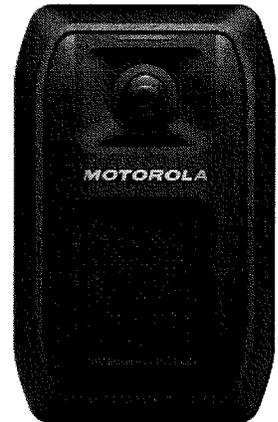
Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



# 1 V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



## 1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

#### 1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

#### 1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

#### 1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



**Transfer Station** – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



**Wi-Fi Base** – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

**WGP02798**

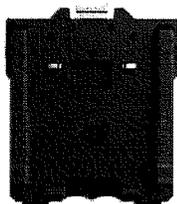
**WGA00669**

**WGA00668**

**WGP02697**

**WGP03088**

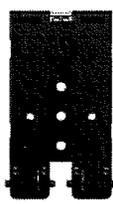
**WGP03085**



Magnetic Center Shirt Mount



Tek-Lok Belt Mount



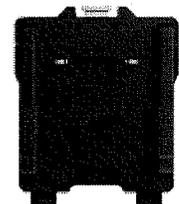
Molle Locking Mount



Shirt Clip



Heavy Jacket Clip



Heavy Jacket Magnetic Mount



## MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

### FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

#### CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

### **Personnel Security – Background Screening**

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

### **Security Awareness Training**

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

### **CJIS Security Addendum**

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### **Third Party Installer**

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

### **COMPLETION CRITERIA**

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



## SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

### Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

### Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



**System Technologist (ST)**

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

**Professional Services Engineer (if applicable)**

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

**Application Specialist (if applicable)**

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

**Technical Trainer / Instructor**

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

**Motorola-Certified Installer**

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

### **Customer Support Services Team**

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

### **Customer Project Roles and Responsibilities**

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

### **Project Manager**

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### **IT Support**

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

### **Video Management Point of Contact (POC)**

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

### **Subject Matter Experts (SMEs)**

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

### **Training POC**

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



**General Customer Responsibilities (if applicable)**

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

**NETWORK AND HARDWARE REQUIREMENTS**

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

### Motorola Deliverables

- Project Kickoff Meeting Agenda.

## PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### **Motorola Responsibilities**

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### **Customer Responsibilities**

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

### **Motorola Deliverables**

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

### **DISCOVERY TELECONFERENCE**

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

### **Motorola Responsibilities**

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

**Customer Responsibilities**

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

**Motorola Deliverables**

- Completed BPR Workbook.



## PROJECT EXECUTION

### HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

### Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

### Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

**In-Car Video System Configuration (if applicable)**

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

**Table 1-1: Number of Contractual ICV Configurations**

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

**Motorola Responsibilities**

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

**Customer Responsibilities**

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

**Motorola Deliverables**

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

**Body Worn Camera Configuration (if applicable)**

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

**Table 1-2: Number of Contractual Body-Worn Camera Configurations**

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

### Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

### Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

### Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

### Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

### Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



## SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

### VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

#### Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

#### Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

### VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

#### Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

**Customer Responsibilities**

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

**CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)****Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

**Customer Responsibilities**

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

**Completion Criteria**

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

**CommandCentral Evidence (if applicable)**

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

**Motorola Responsibilities**

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

**Customer Responsibilities**

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



**DATA MIGRATION SERVICES (IF APPLICABLE)**

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

**Motorola Responsibilities**

- Receive access to Customer video data.
- Perform contracted data migration and validation.

**Customer Responsibilities**

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

**Completion Criteria**

- A migrated dataset as defined in the Contract.

**DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)**

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

**Motorola Responsibilities**

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

**Customer Responsibilities**

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

**NOTE -** At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

#### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

#### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

### INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

#### Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

**Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.



## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

### Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



## ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



## **ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)**

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

### **1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS**

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

### **1.2. ESSENTIAL SERVICE**

#### **1.2.1. Remote Technical Support**

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

#### **1.2.1.1 Technical Problem Isolation, Analysis and Resolution.**

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



### 1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

### 1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

### 1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

#### 1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

#### 1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

### 1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

**Software Release Availability.** Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

**Software Release Notes.** Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

**Hardware Repair.** Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**LTE/4G Service.** Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

**Shipping.** For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

#### 1.4. CUSTOMER RESPONSIBILITIES

**Serial Numbers.** If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Device software releases.** The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

**LTE/4G Service.** The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



**WiFi Connectivity.** The Customer is responsible for providing all WiFi connectivity to the device.

**Removing Customer Data.** The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

#### 1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

#### 1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

#### 1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

##### 1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

**Repair or Replacement.** Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**Serial Numbers.** If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Advanced Replacement.** Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

## **1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS**

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-32**

**A RESOLUTION APPROVING A PROPOSAL FROM  
FLEIS & VANDENBRINK TO RENEW PROFESSIONAL SERVICES  
FOR ASSISTANCE WITH THE WELLHEAD PROTECTION PROGRAM  
AND A NEW WELL SITE EVALUATION**

**WHEREAS**, the City of Portland maintains a Wellhead Protection Program and Area to protect public water supply from potential contamination. Over the past few years, the City has been considering other well sites to be established in the future and the Michigan Department of Environment, Great Lakes and Energy’s (EGLE) offers a grant to help fund the cost of this process;

**WHEREAS**, Fleis & VandenBrink has submitted a proposal to renew its professional services for the administration of the EGLE Grant related to a new well site evaluation in the amount of \$12,500.00, a copy of the proposal is attached as Exhibit A.

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

1. The Portland City Council approves the proposal from Fleis & VandenBrink to renew its professional services for the administration of the EGLE Grant related to a new well site evaluation in the amount of \$12,500.00, a copy of the proposal is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 2, 2025

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**Monique I. Miller, City Clerk**

May 2, 2025

Ken Gensterblum, Director of Public Works  
City of Portland  
259 Kent Street  
Portland, MI 48875

**RE: Proposal to Renew the City of Portland Wellhead Protection Program (WHPP) Plan**

Dear Ken:

The intent of the Michigan Source Water Protection Program is to help you proactively protect, manage and plan for the safety of your public drinking water supply system. For groundwater supplies, this is known as the Wellhead Protection Program (WHPP). Michigan maintains strong state-wide support for local Source Water Protection Programs. Your interest in taking action to safeguard your community's drinking water supply is to be commended.

Fleis & VandenBrink Engineering, Inc. (F&V) has worked with more communities to achieve their Michigan Department of Environment, Great Lakes and Energy (EGLE) approved Source Water Protection goals than any other firm in the state. To date, we have assisted over 70 communities and would enjoy working with you on your drinking water protection efforts.

The State of Michigan provides matching grant funding to assist communities who work to implement short and long-term protection efforts of their drinking water supply. Grant applications are currently available. The one-year grant period generally runs from October 1 to August 31. If awarded, the program will provide 50% reimbursement of eligible expenditures.

Following is our Statement of Understanding, Scope of Services, and budget to assist you in completing an EGLE approvable WHPP Plan Renewal.

## **STATEMENT OF UNDERSTANDING**

You are requesting F&V to assist with a renewal of your existing WHPP Plan. The following narrative describes the seven elements which are required for an EGLE approvable WHPP Plan.

## **SCOPE OF SERVICES**

Based on our Statement of Understanding, we propose the following Scope of Services.

F&V will assist with applying for an EGLE Source Water Protection grant and if awarded, subsequent EGLE grant administration requirements. Items will include facilitating quarterly meetings, advising, and assisting with Financial Status Reports, Quarterly Progress Reports, meeting minutes and the following:

**2960 Lucerne Drive SE, Suite 100**  
**Grand Rapids, MI 49546**  
P: 616.977.1000  
F: 616.977.1005  
[www.fveng.com](http://www.fveng.com)

## WELLHEAD PROTECTION AREA DELINEATION

Referred to as the “delineation”, “Wellhead Protection Area”, or WHPA, this area is a key component of a WHPP. During preparation of the WHPP Plan, we will review your existing delineation. The review will include a comparison of current well field operating conditions to those used for the delineation. If there have been significant operational changes, or if you have wells with no delineations, it may be prudent to update your WHPA delineation to reflect current conditions. If needed, we will provide recommendations to update your delineation.

## ROLES AND RESPONSIBILITIES

The goal of this element is to identify individuals responsible for the development and implementation of your WHPP. We will meet with stakeholders to establish specific roles and responsibilities. We will also provide guidance on what individuals or positions could be responsible for various parts of the WHPP.

## CONTAMINANT SOURCE INVENTORY

The goal of this element is to identify existing and potential sources of contamination within the WHPA. Sources of contamination will be provided from information through various state agencies and programs, which include the following:

- LUST: Leaking Underground Storage Tanks (EGLE)
- Part 201: Contaminated Sites in Michigan (EGLE)
- NPL: National Priority List Superfund Sites (EPA)
- UST: Registered Underground Storage Tanks (EGLE)
- Ground Water Discharge Permits (EGLE)
- Oil and Gas Well Sites (EGLE)
- Hazardous Waste Generators (EGLE)
- Landfill/Solid Waste Disposal Sites (EGLE)
- Other sites of concern; Information provided by Local WHPP Team Members

For identified contaminated properties located within the WHPA, if requested, we will also provide a budget to:

- Coordinate a Freedom of Information Request with the EGLE District Office
- Review available EGLE District files
- Prepare a brief site condition summary based on EGLE records (contaminated matrix, extent, cleanup status, release date, contaminant released, etc.)

## WELLHEAD PROTECTION AREA MANAGEMENT

The goal of this element is to provide mechanisms which will prevent existing and potential sources of contamination from reaching your water supply wells. The management mechanisms may entail a broad range of activities such as:

- Site plan reviews
- Permit checklists
- Zoning ordinances
- Septic inspections
- Land use planning

F&V would assist the WHP Team in reviewing strategies and evaluating management options which may help protect your drinking water supply.

## WATER SUPPLY EMERGENCY CONTINGENCY PLANS

This element of the Plan will include an evaluation of the immediate and long-term protection of your water supply system by identification of personnel, testing equipment, procedures, and materials which can be used for rapid correction or elimination of environmental accidents which might constitute a water supply emergency.

We will review your existing Contingency Plan to confirm it meets EGLE WHP Program requirements. We will also consider your alternative water supply options, and operational alternatives such as:

- Reduction of water use
- Isolating the affected area
- Providing water from unaffected wells or portions of the distribution system
- Well field pumping/storage management
- Short-term treatment methods

### PLANNING FOR NEW WATER WELLS

If water supply expansion is anticipated, this element identifies proposed new well information and the method for incorporating new well(s) into the WHPP. If potential new well locations need to be identified, and if requested, we will provide a budget to develop a New Well Site Evaluation Study.

### PUBLIC PARTICIPATION

For WHPP success, everyone within the community and especially those people who live and conduct their businesses within the WHPA, need to be educated about the importance of drinking water protection efforts. We will guide you on effective methods to educate various demographics within your community and discuss examples of what other municipalities throughout Michigan have done.

### DELIVERABLES

F&V will prepare and provide a WHPP Plan which addresses the elements required for EGLE approval.

### SCHEDULE

F&V will provide the deliverables for submittal to EGLE by the end of the grant cycle.

### BUDGET

F&V proposes to complete the work on a lump sum basis for \$12,500. If you pursue the grant, half of the budget could be eligible for grant reimbursement, which could lower your net cost to \$6,250.

If grant funding is not awarded, F&V would not move forward with the proposed work unless authorized to do so. This proposal is valid for 90 days.

Work would be completed under the terms and conditions of our existing Professional Services Agreement. We can begin upon your authorizing the work by signing the bottom of this letter and returning it to F&V (attention Ms. Anne Hagedorn, [ahagedorn@fveng.com](mailto:ahagedorn@fveng.com)).

Once again, thank you for this opportunity, and we look forward to working with you on this project. If you need other information regarding this proposal or other F&V services, please contact me at [kstrohauer@fveng.com](mailto:kstrohauer@fveng.com) or 800.494.5202.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Brian L. Rice, P.E.  
Manager, Environmental Services Group



Katie Strohauer, LPG  
Project Manager

# Work Authorization

*Fleis & VandenBrink (F&V) is hereby authorized to perform Additional Services as detailed in this letter and authorized under the existing Professional Services Agreement with F&V dated **June 1, 2018**.*

Contract Amount: \$12,500

---

**Ken Gensterblum, Director of Public Works**

---

**Date**



---

**Brian Rice, Principal**

---

5/2/2025

**Date**

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-33**

**A RESOLUTION APPROVING AND AUTHORIZING A PENSION  
WAIVER APPLICATION TO BE SUBMITTED TO THE  
MICHIGAN DEPARTMENT OF TREASURY**

**WHEREAS**, the Protecting Local Government Retirement and Benefits Act (the “Act”) was signed into law in 2017 and is intended to preserve public employee pension and healthcare benefits through establishing minimum funding levels and State oversight; and

**WHEREAS**, the City provides its pension benefits through MERS (Michigan Municipal Employee Retirement Systems) and the Act requires that pensions meet a 60% funding level; and

**WHEREAS**, the City was recently notified that its funding level was 58.5% which is below the minimum funding level; and

**WHEREAS**, with Council approval, the City may request a waiver establishing a deficit elimination plan based on certain criteria by submitting an Application for Waiver, which is attached as Exhibit A. As outlined in the application, the City has taken significant steps well before this legislation to address pension funding and is currently in year 8 of a 20-year plan to be fully funded; and

**WHEREAS**, the City Manager and Finance Director recommend that City Council approve the Application for Waiver, attached as Exhibit A.

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

1. The City Council approves and authorizes the City Manager to submit the Application for Waiver to the Michigan Department of Treasury regarding the funding status of the City’s MERS pension program, a copy of the Application for Waiver 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:** June 2, 2025

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

# Protecting Local Government Retirement and Benefits Act

## Application for Waiver:

### Defined Benefit Pension Retirement Systems

Issued under authority of Public Act 202 of 2017.

#### 1. LOCAL GOVERNMENT INFORMATION

Local Government Name: \_\_\_\_\_ Six-Digit Muni Code: \_\_\_\_\_  
Defined Benefit Pension System Name: \_\_\_\_\_  
Contact Name (Administrative Officer): \_\_\_\_\_  
Title if not Administrative Officer: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Fiscal Year: \_\_\_\_\_

#### 2. GENERAL INFORMATION

**Application for Waiver:** This Application for Waiver may be filed by any local government with at least one defined benefit pension retirement system that has triggered a preliminary review of underfunded status. In accordance with Public Act 202 of 2017 (the Act), if the State Treasurer determines that the underfunded status is adequately being addressed by the local government, the State Treasurer shall issue a waiver of the determination of underfunded status. If requesting a waiver, you must submit a separate and unique application for each underfunded retirement system as determined by your most recent *Retirement System Annual Report (Form 5572)*.

**Due Date:** The local government has **45 days from the date of notification** to complete and file the Application for Waiver. Failure to file within 45 days will result in a determination of underfunded status for your local government as defined by the Act, and your local government will be required to submit a corrective action plan to the Municipal Stability Board for approval.

**Filing:** This Application for Waiver must be approved by the local government's administrative officer and its governing body. **You must provide proof of your governing body approving this Application for Waiver and attach the documentation as a separate PDF document.** Failure to provide documentation that demonstrates approval from your governing body will automatically result in a disapproval of the waiver application.

The completed application must be submitted via email to [LocalRetirementReporting@michigan.gov](mailto:LocalRetirementReporting@michigan.gov). **If you have multiple underfunded retirement systems, you are required to complete separate applications and send a separate email for each underfunded system.** Please attach each application as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: **Waiver-20XX, Local Government Name, Retirement System Name** (e.g. Waiver-2018, City of Lansing, Employees' Retirement System Pension Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

**Considerations for Waiver:** A successful Application for Waiver will demonstrate what your local government **has already done** to adequately address its underfunded status. Prospective solutions will not be granted merit in determining the outcome of the waiver application (e.g. future amendments to collective bargaining agreements, upcoming millage proposals, potential budget changes, etc.). However, Treasury may consider additional ongoing funding dedicated to your retirement system if those commitments have been formally enacted by the governing body and can be documented. Section three of this waiver application allows the local government to enter a brief description of prior

actions that have already been implemented to adequately address its underfunded status. For purposes of Sec. 6.(1) of the Act, this application will also be considered the plan.

Underfunded status for a defined benefit pension system is defined as being less than 60% funded according to the most recent audited financial statements, and, if the local government is a city, village, township, or county, the actuarially determined contribution (ADC) for all of the defined benefit pension retirement systems of the local government is greater than 10% of the local government's annual governmental fund revenues, based on the most recent fiscal year.

**General guidelines are listed below to help your local government decide whether to apply for a waiver. Ultimately, waiver approval or disapproval is at the discretion of the State Treasurer; however, waiver applications should generally demonstrate at least one of the following seven criteria. Please check all that apply:**

- In general, local governments that were previously granted a waiver should demonstrate improvement in their underfunded status in the subsequent year. Improvement can be measured by an increase in the funded ratio and/or a decrease in the ADC as a percentage of governmental revenue;
- There was a mistake in the filing process and the local government is not actually underfunded;
- Using updated data, such as a more recent actuarial valuation, the local government is not underfunded;
- If a local government fails to calculate an ADC within their audited financial statement and triggers underfunded status, the local government may file a waiver application to Treasury that includes the calculated ADC;
- The local government demonstrates their underfunded status will be addressed within four years;
- The local government is a non-primary government (e.g. road commission, authority, etc.) and demonstrates their ADC for pension is less than 10% of governmental revenues;
- When adding enterprise fund revenues used specifically to pay retirement costs with governmental fund revenues, your ADC as a percentage of combined revenues is below 10%.

### **3. DESCRIPTION OF PRIOR ACTIONS**

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local government done to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

**Note:** Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system's funded ratio.

#### **Category of Prior Actions:**

- System Design Changes** - System design changes may include the following: Lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.

**Sample Statement:** *The system's multiplier for current employees was lowered from 2.5X to 2X for the **General Employees' Retirement System** on **January 1, 2018**. On page 8 of the attached actuarial supplemental valuation, it shows our funded ratio will be **60%** by fiscal year **2021**.*

- Additional Funding** – Additional funding may include the following: voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

**Sample Statement:** *The local government provided a lump sum payment of **\$1 million** to the **General Employees' Retirement System** on **January 1, 2018**. This lump sum payment was in addition to the ADC of the system. The additional contribution will increase the retirement system's funded ratio to **61% by 2022**. Please see page 10 of the attached enacted budget, which highlights this contribution of **\$1 million**.*

- Other Considerations** – Other considerations may include the following: outdated Form 5572 information, enterprise fund revenue considerations, actuarial assumption changes, amortization policy changes, etc.

**Sample Statement:** *The information provided on the Form 5572 from the audit used actuarial data from **2016**. Attached is an updated actuarial valuation for **2018** that shows our funded ratio has improved to **62%** as indicated on page 13.*

**Sample Statement:** ***\$400,000** of expenditures are directly tied to expenses for retirement obligations from our water and sewer fund. The attached analysis shows that our revenue ratio (ADC / Combined Funds) would only be **9%** when including applicable enterprise fund revenue within the calculation. Additionally, attached are two invoices from MERS showing distributions to our pension fund from the enterprise fund totaling **\$400,000**. As a result, **\$400,000** of our enterprise fund revenues should be combined with our governmental fund revenues to properly demonstrate total available funding.*

#### **4. DOCUMENTATION ATTACHED TO THIS WAIVER APPLICATION**

Documentation must be attached as a PDF to this waiver application. The documentation must demonstrate the prior actions that have already been implemented to adequately address the local government's underfunded status. Please ensure this documentation directly supports and highlights the systems funded ratio as entered in section three of the waiver application above. Please check all documents that are included as part of this application and attach in successive order as provided below:

Naming convention: When attaching documents please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document "Attachment 2a" and the second document "Attachment 2b".

## Naming Convention

- Attachment – 1
- Attachment – 2
- Attachment – 3
- Attachment – 4
- Attachment – 5
- Attachment – 6
- Attachment – 7
- Attachment – 8
- Attachment – 9

## Type of Document

**This waiver application (required);**

**Documentation from the governing body approving the waiver application (required);**

Actuarial analysis (annual valuation, supplemental valuation, projection);

An internally developed study, in accordance with GASB and/or actuarial standards of practice, that projects assets and liabilities into the future;

Documentation of additional payments in past years that is not reflected in your audited financial statements (e.g. enacted budget, system provided information);

Documentation of commitment to additional payments in future years (e.g. resolution, ordinance);

A plan that the local government has already approved to address its underfunded status, which includes documentation of prior actions and the positive impact on the system's funded ratio;

Enterprise fund revenues: Analysis of retirement costs paid using enterprise fund revenues, as well as applicable financial documents (e.g. proof of payment, invoices from retirement plan, bank transactions, general ledger reimbursement transactions);

Other documentation, not categorized above.

## 6. LOCAL GOVERNMENT'S ADMINISTRATIVE OFFICER APPROVAL OF WAIVER APPLICATION

I, **<insert name>**, as the government's administrative officer (Ex. City/Township Manager, Executive Director, Chief Executive Officer, etc.) **(insert title)** approve this Application for Waiver. We are requesting a waiver of underfunded status because we have already implemented substantial changes to our retirement system as described above.

I confirm to the best of my knowledge that because of the changes listed above the following statement will occur:

Using the waiver criteria checked in Section 2 of this application, the **<insert Retirement Pension System Name>** (**Retirement Pension System Name**) will have addressed its underfunded status by fiscal year ----- .

Signature: **<insert signature>**

Date: **<insert date>**

**Date:** May 27, 2025  
**To:** MERS Regional Staff  
**From:** MERS Actuarial Staff  
**Re:** Portland, City of (3401)

The purpose of this estimate is to illustrate projected market value funding level and reflect the employer's current billing rates. The results are based on the 2023 Annual Valuation. The scenario is as follows:

- Modified Baseline: Consistent with the results of the annual valuation, the employer continues to contribute using a shorter amortization for the 2015 Initial unfunded liability balance (11 years for the July 1, 2025 fiscal year, declining by 1 each year); other plan experience and gains/losses are amortized under MERS layered funding policy. Additional contributions are included for the July 1, 2025 fiscal year based on the rates requested by the employer for divisions 01 and 12.

### Projections of Funded Ratios and Employer Contributions – Total of Divisions 01, 02, 12, HA, HB, and HC

Valuation Year Ending December 31,	Modified Baseline			Fiscal Year Beginning July 1,	Modified Baseline Total Projected Employer Contribution
	Actuarial Accrued Liability	Market Value Assets <sup>^</sup>	Funded Ratio		
2023	\$18,900,000	\$10,500,000	56%	2025	\$1,156,000
2024	19,300,000	11,000,000	57%	2026	1,000,000
2025	19,700,000	11,700,000	59%	2027	1,040,000
2026	20,100,000	12,500,000	62%	2028	1,100,000
2027	20,500,000	13,200,000	64%	2029	1,140,000
2028	20,800,000	13,900,000	67%	2030	1,170,000
2029	21,100,000	14,700,000	70%	2031	1,200,000
2030	21,400,000	15,600,000	73%	2032	1,230,000
2031	21,600,000	16,400,000	76%	2033	1,260,000
2032	21,800,000	17,200,000	79%	2034	1,300,000
2033	21,900,000	18,000,000	82%	2035	1,340,000
2034	21,900,000	18,900,000	86%	2036	602,000
2035	22,000,000	19,900,000	91%	2037	618,000

\*All projected funded percentages and all projected contributions are shown with no phase-in, and exclude surplus assets.

<sup>^</sup>Funded ratios are shown based on market value assets, as requested (contributions are based on actuarial value assets).

\*The additional contributions scheduled through June 30, 2025 are reflected in the results but are not part of the displayed contributions.

### Important Comments

- This document is not a final actuarial report. The contribution amounts and rates in this document are estimates (not actual contribution amounts or rates) and are for illustrative purposes only. Neither the employer, nor any other party receiving or reviewing this document may rely on these calculations as indicative of future contribution amounts or rates. By requesting and accepting this document, the employer agrees that MERS shall have no liability arising out of the provision of these amounts and rates, and agrees to indemnify MERS for any liability arising from same due to the provision of this letter or any information therein to any other party or individual. Pursuant to MCL 38.1140h and Sections 44 and 45 of the MERS Plan Document, the System's Actuary shall complete a supplemental actuarial report before the employer implements any proposed benefit change for any current plan participants.
- The above results are mathematical estimates of future events based on information provided/available and assumptions that may not materialize. Subsequent measurements may differ, possibly materially, from these estimates due to differences in assumptions, methods, plan demographics, provisions and assets/returns, or other new information. Future costs and those associated with potential plan changes will change depending on actual experience that emerges.
- The results are based on the same plan provisions, financial and demographic data, and actuarial assumptions and methods underlying the December 31, 2023 Annual Actuarial Valuation except where otherwise noted.
- For a detailed description of the actuarial assumptions and funding methods used in the annual valuation please refer to its [Appendix](#) on the MERS website. In addition, please refer to the [Actuarial Policy](#) adopted by the MERS Retirement Board.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-34**

**A RESOLUTION APPROVING THE PURCHASE OF  
SWITCHGEAR CABINETS FOR THE GRANT STREET SUBSTATION  
PROJECT FOR THE ELECTRIC DEPARTMENT**

**WHEREAS**, the City of Portland, through its Electric Department, is in the process of building a new substation for the City's electrical system and has sought quotes for switchgear cabinets; and

**WHEREAS**, between the substation structure and the underground feeders leading back to the distribution system are four connecting cabinets and two switchgear cabinets that allow for load isolation and upstream circuit switch maintenance; and

**WHEREAS**, the Board of Light and Power has approved and recommends City Council approval of the quote from Irby for two switchgear cabinets in the amount of \$45,792.00, a copy of the recommendation and quote are attached as Exhibit A; and

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

1. The City Council approves the quote from Irby for two switchgear cabinets in the amount of \$45,792.00, a copy of the recommendation and quote are attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 2, 2025

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

# Memo



**To:** City of Portland – Board of Light and Power

**From:** Todd Davlin, Electric Superintendent

**Cc:** Andrew Dymczyk, City Manager and Nikki Miller, City Clerk

**Date:** 5-23-2025

**Re:** Approval of Switchgear Cabinet Purchase for Substation Project

---

Between the substation structure and the underground feeders leading back to the distribution system are 4 connecting cabinets and two switchgear cabinets that allow for load isolation and upstream circuit switch maintenance. The City of Portland staff solicited pricing for the Switch Gear Cabinets. Below is a summary of the two bids received:

Vendor	Model	Rating	Unit Price	Units	Total Price
Irby	S&C PMH 10	14.4KV 600 A	\$22,896.00	2	\$45,792.00
Power Line	PSI/II-10 44400	15 KV	\$25,938.00	2	\$51,876.00

**Recommendation:** Recommend that City Council approve the purchase of two (2) S&C 14.4 kV, 600 AMP, PMH-10 switchgear cabinets for the Grant Street Substation Project.

**Fiscal Impact:** The total cost for both cabinets is \$45,792.00.

**Quotation**



**STUART C IRBY BR1033 MT PLEASANT MI**  
**5846 VENTURE WAY**  
**MOUNT PLEASANT MI 48858-1149**  
**989-773-7454**

QUOTE DATE	ORDER NUMBER
05/21/25	S014270583
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  1

SOLD TO:  
 CASH SALE BR1033 MT PLEASANT  
 5846 VENTURE WAY  
 MOUNT PLEASANT, MI 48858-1149

SHIP TO:  
 CASH SALE BR1033 MT PLEASANT  
 CITY OF PORTLAND  
 259 Kent Street  
 PORTLAND, MI 48875-1495

ORDERED BY: Todd

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209647						HOUSE ACCOUNT BR 103	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Dakota James		05/21/25		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
2EA		1	***** Shipping Instructions ***** * DELIVERY IN AUGUST 2025 ***** SANC 55242R4-K2 MANUAL MODEL PMH-10 14400V 600AMP PAD-MOUNTED GEAR, OUTDOOR PRIMARY DISTRIBUTION, K2-12 INCH COMPARTMENTED CARBON STEEL BASE SPACER			22896.000EA	45792.00

**\* This is a quotation \***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale which are incorporated herein and available at: <https://www.irbyutilities.com/terms>. Additional or conflicting terms are rejected, void, and of no force or effect.

<b>Subtotal</b>	<b>45792.00</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Sales Tax</b>	<b><del>2747.52</del></b>
<b>TOTAL</b>	<b><del>48539.52</del></b>

\*\* Reprint \*\* Reprint \*\* Reprint \*\*

# Quotation



**STUART C IRBY BR1033 MT PLEASANT MI**  
**5846 VENTURE WAY**  
**MOUNT PLEASANT MI 48858-1149**  
**989-773-7454**

QUOTE DATE	ORDER NUMBER
05/21/25	S014270583
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  2

SOLD TO:  
 CASH SALE BR1033 MT PLEASANT  
 5846 VENTURE WAY  
 MOUNT PLEASANT, MI 48858-1149

SHIP TO:  
 CASH SALE BR1033 MT PLEASANT  
 CITY OF PORTLAND  
 259 Kent Street  
 PORTLAND, MI 48875-1495

ORDERED BY: Todd

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
209647			HOUSE ACCOUNT BR 103
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
Dakota James	05/21/25	Yes	

**Terms and Conditions of Sale for Quotes**

- A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
- B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
- C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
- D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
- E. Seller is not responsible for the design of the project or any goods supplied.
- F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
- G. Pre-shipment of anchor bolts is plus freight.
- H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
- I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
- J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
- K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
- L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
- M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
- N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARS, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-35**

**A RESOLUTION APPROVING CHANGE ORDER 150-0402  
TO THE CONTRACT WITH NEWKIRK ELECTRIC ASSOCIATES  
FOR THE GRANT STREET SUBSTATION PROJECT**

**WHEREAS**, Newkirk Electric Associates is constructing the Grant Street Substation for the City's electrical system; and

**WHEREAS**, Newkirk Electric Associates has submitted Change Order No. 150-040 to the contract for the Grant Street Substation Project for foundation redesign, a copy of the recommendation and the Change Order are attached as Exhibit A.

**WHEREAS**, the Board of Light and Power recommends approval of Change Order No. 150-0402, in the amount of \$5,754.85; and

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

1. The Portland City Council approves Change Order No. 150-0402, in the amount of \$5,754.85, to the contract for the Grant Street Substation Project, a copy of the recommendation and Change Order are attached at 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:** October 7, 2024

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**Monique I. Miller, City Clerk**

# Memo



**To:** City of Portland – Board of Light and Power

**From:** Todd Davlin, Electric Superintendent

**Cc:** Andrew Dymczyk, City Manager and Nikki Miller, City Clerk

**Date:** 5-23-2025

**Re:** **Action Item BLP 25-5B** Newkirk Change Order 150-0402 – Foundation Redesign

---

As part of design optimization efforts for the Grant Street Substation project, several modifications were made to the foundation design. These included the addition of a metal structure pier, the enlargement of pier foundations, and the removal of distribution cabinet slabs. Following these changes, the foundation plan was recently updated and submitted for review. In response, the City requested change order documentation from Newkirk. The net cost increase for the change order associated with the revised foundation design is \$5,745.85.

**Recommendation:** **Action Item BLP 25-4B** - Recommend that City Council approve Change Order 150-0402 from Newkirk for the redesigned substation foundations. The change includes an increased number and size of piers, and the removal of distribution cabinet slab foundations.

**Fiscal Impact:** The net cost of this change order is \$5,754.85.



May 2<sup>nd</sup>, 2025

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

**Grant St, 150-0402 – Foundation Redesign (05-02-2025, REV-00)**

Newkirk Electric will supply supervision, labor, equipment, and specified material to complete work associated with the **Foundation Redesign as part of the Grant Street Substation Project**. Estimated costs for this work are shown below in the subsequent table. **THIS WORK IS REQUESTED TO BE COMPLETED ON A LUMP SUM BASIS.**

BREAKDOWN OF QUOTED WORK		
Task	Quick Description of Scope	Total Price
<b>Foundation Redesign</b>	<p>At the time of contract award between Newkirk and the City of Portland, the following modifications occurred which affected the foundation design of the substation:</p> <ul style="list-style-type: none"> <li>- Substation steel design modification: <u>\$18,300</u> <ul style="list-style-type: none"> <li>o Increased number of substation piers from (8) to (9).</li> <li>o Increase in size of pier foundations</li> </ul> </li> <li>- Design finalized for Substation Equipment: <u>(\$12,545.15)</u> <ul style="list-style-type: none"> <li>o Increase in size of (3) slab foundations</li> <li>o (6) Distribution Cabinet Foundations removed from Newkirk’s Scope of Work</li> </ul> </li> </ul> <p>Pricing for this change order proposal includes a net cost for the increase in the amount of labor, equipment, and materials required for the modifications made to the foundation designs.</p>	\$5,754.85
<b>GRAND TOTAL</b>		<b>\$5,754.85</b>

**Clarifications:**

- None at this time.

Please feel free to contact us for further discussion of our proposal.

Sincerely,

NEWKIRK ELECTRIC ASSOCIATES, INC.

Charlie Cullen  
 Project Manager  
 Cell: (313) 587-3131  
 Email: [cjullen@newkirk-electric.com](mailto:cjullen@newkirk-electric.com)

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-36**

**A RESOLUTION TO UPDATE THE CEMETERY RATE SCHEDULE**

**WHEREAS**, the Cemetery Director has reviewed and revised the Cemetery rates; and

**WHEREAS**, a copy of the Cemetery Directors memo with the proposed revised rate schedule is attached as Exhibit A.

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

1. The City Council approves the revised Cemetery Rate Schedule as set forth in the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 2, 2025

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



May 28, 2025

Below is a proposed update to the rate schedule within the City of Portland Cemetery Rules and Regulations. The proposed rates include an increase to the non-resident fee for plot purchases and a consolidation of burial fees. The proposed burial fees would move to a single fee for each burial type. This is a common fee structure for cemeteries.

Service	Current Rate	Proposed Rate
DEED TO BURIAL RIGHTS		
Resident - traditional Size	\$500.00	N/A
Non-resident - traditional Size	\$700.00	\$750.00
Resident - cremation size	\$350.00	N/A
Non-resident - cremation size	\$500.00	\$550.00
BURIAL FEE		
Resident - traditional burial	\$500.00	N/A
Non-resident - traditional burial	\$700.00	N/A
Resident - cremation burial	\$300.00	N/A
Non-resident - cremation burial	\$400.00	N/A
Traditional burial	N/A	\$700.00
Cremation burial	N/A	\$400.00

Respectfully,

Neil Brown  
Director of Parks, Recreation, & Cemetery  
City of Portland  
(517) 647-7985  
nbrown@portland-michigan.org

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 25-37**

**A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR ROADWAY IMPROVEMENTS ON HILL STREET FUNDED BY THE TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM**

**WHEREAS**, the City of Portland is applying for \$250,000 in funding through MDOT from the Transportation Economic Development Category B Program to construct roadway improvements on Hill Street; and

**WHEREAS**, MDOT requires formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City has authorized Andrew Dymczyk, City Manager, to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

**BE IT FURTHER RESOLVED THAT**, the City attests to the existence of, and commits to, providing at least \$399,000 toward the participating construction costs of the project, and all costs for non-participating construction, estimated to be \$529,000, design, permit fees, administration costs, estimated to be \$213,000, and cost overruns.

**BE IT FURTHER RESOLVED THAT**, the City commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 2, 2025

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

## **CERTIFICATION**

I certify that the following resolution was adopted June 2, 2025, by Portland City Council at a regular meeting conducted at Portland City Hall, 259 Kent St., Portland, Michigan.

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**Monique I. Miller, City Clerk**

OFFICE OF ECONOMIC DEVELOPMENT  
TRANSPORTATION ECONOMIC DEVELOPMENT FUND

**CATEGORY B: COMMUNITY SERVICE INFRASTRUCTURE FUND APPLICATION**

SECTION ONE: APPLICANT INFORMATION			
CITY OR VILLAGE NAME	MAILING ADDRESS	ZIP CODE	COUNTY
CONTACT PERSON	CONTACT PHONE NO.	CONTACT TITLE	E-MAIL ADDRESS
ALTERNATE CONTACT PERSON	PHONE NO./EXTESION /	ALTERNATE CONTACT PERSON TITLE	E-MAIL ADDRESS
STATE SENATOR	STATE SENATE DISTRICT NO.	STATE REP.	STATE REP. DISTRICT NO.

SECTION TWO: PROJECT INFORMATION			
1) STREET NAME	PROPOSED PROJECT LIMITS (Using nearest cross streets)	LINEAR LENGTH OF PROJECT	
ROADWAY CLASSIFICATION	PASER RATING	DAILY AVERAGE TRAFFIC COUNT	CONSTRUCTION COST
DESCRIPTION OF PROPOSED WORK; include specific treatment method with details such as quantities (ie patching) and/or depth (ie mill/fill), where applicable.			
<p>IS ANY ADDITIONAL RIGHT-OF-WAY NEEDED FOR THE PROJECT(S)?      YES      NO      IF YES, PLEASE BRIEFLY DESCRIBE.</p>			
2) STREET NAME	PROPOSED PROJECT LIMITS (Using nearest cross streets)	LINEAR LENGTH OF PROJECT	
ROADWAY CLASSIFICATION	PASER RATING	DAILY AVERAGE TRAFFIC COUNT	CONSTRUCTION COST
DESCRIPTION OF PROPOSED WORK; include specific treatment method with details such as quantities (ie patching) and/or depth (ie mill/fill), where applicable.			
<p>IS ANY ADDITIONAL RIGHT-OF-WAY NEEDED FOR THE PROJECT(S)?      YES      NO      IF YES, PLEASE BRIEFLY DESCRIBE.</p>			



**SECTION THREE: PROJECT FUNDING**

1a) WILL THE PROPOSED PROJECT(S) BE PAIRED WITH OTHER NONPARTICIPATING INFRASTRUCTURE WORK? I.E., SEWER, WATER, ELECTRIC, OR OTHER?      YES      NO  
 IF YES, PLEASE BRIEFLY DESCRIBE NATURE OF WORK AND COST ESTIMATE: \$

1b) ARE FUNDS COMMITTED FOR THIS NONPARTICIPATING WORK?      YES      NO

2) ARE YOU APPLYING FOR ADDITIONAL FUNDING FOR ANY OF THE PROJECTS LISTED IN THIS APPLICATION?      YES      NO  
 IF YES, PLEASE PROVIDE

AGENCY NAME	ADDITIONAL FUNDING	AMOUNT REQUESTED	YEAR EXPECTED
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3) PROJECT COST CALCULATIONS AND GRANT REQUEST

- a. TOTAL CONSTRUCTION COSTS FROM SECTION 2: \$
- b. MAXIMUM GRANT AMOUNT NOT TO EXCEED 50% of SECTION 3.3a: \$
- c. MAXIMUM GRANT AMOUNT NOT TO EXCEED: \$250,000.00
- d. **THE LESSER OF 3b AND 3c = GRANT REQUEST: \$**      OR      % WHICHEVER IS LESS\*
- e. **PARTICIPATING MATCH PROVIDED BY LOCAL AGENCY (AT LEAST 3a MINUS 3d): \$**
- f. TOTAL NONPARTICIPATING COST FROM SECTION 3.1a: \$
- g. TOTAL AGENCY FUNDING COMMITMENT (SECTION 3.3e PLUS SECTION 3.3f):      \* \*

\* If the project total comes in higher or lower than anticipated in this application, the final grant amount will be the lesser of the total grant award or the grant percentage (3d).

\*\* The resolution should note this dollar amount as committed by the local agency.

**SECTION FOUR: PROJECT IMPLEMENTATION**

1) PROPOSED PROJECT START DATE (mm/dd/yyyy):

2) WILL THE PROPOSED WORK BE PAIRED WITH OTHER ROADWORK BY ANOTHER AGENCY?      YES      NO  
 IF YES, PLEASE PROVIDE THE AGENCY NAME:

3) WILL YOUR AGENCY OVERSEE THE GRANT IMPLEMENTATION?      YES      NO      IF NO, WHO WILL OVERSEE THE GRANT IMPLEMENTATION? I.E., LOCAL AGENCY, CONSULTANT ENGINEERING FIRM, ETC.:

ADDITIONAL COMMENTS

REQUIRED DOCUMENT CHECKLIST

RESOLUTION OF SUPPORT	MAP	CONSTRUCTION ESTIMATES	PHOTOS
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NAME OF AUTHORIZED SIGNATORY FROM RESOLUTION

E-MAIL ADDRESS

PHONE NUMBER

SIGNATURE

DATE

# CITY OF PORTLAND MDOT CATEGORY B APPLICATION PROJECT LOCATION MAP

JOE TICHVON PARK

ALTON PARK

BOGUE FLATS RECREATION AREA

WILLIAM TOAN PARK

PORTLAND SCHOOL APARTMENTS

BRUSH STREET PARK

COMMUNITY LAKE PARK

POWERS PARK

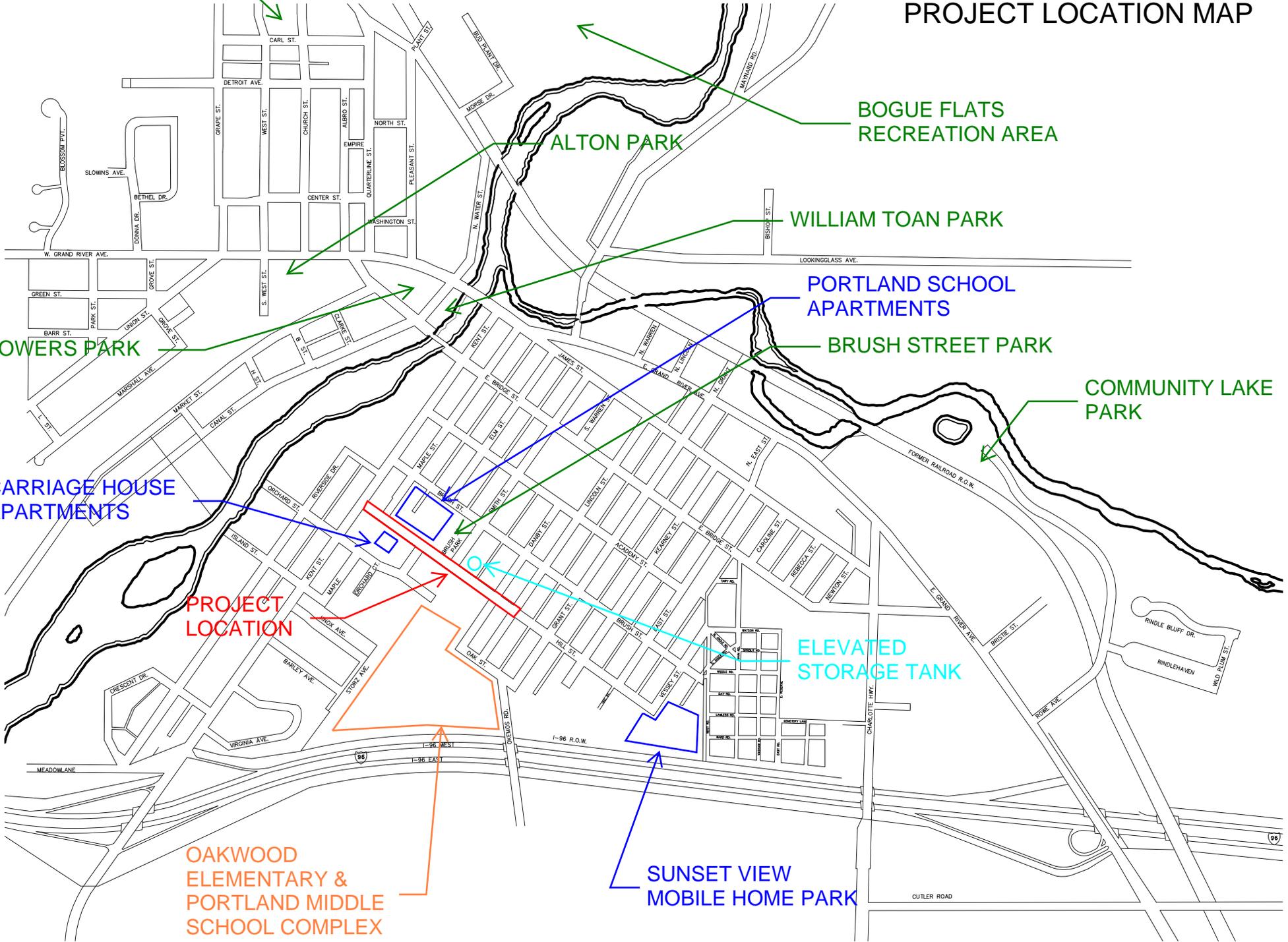
CARRIAGE HOUSE APARTMENTS

PROJECT LOCATION

ELEVATED STORAGE TANK

OAKWOOD ELEMENTARY & PORTLAND MIDDLE SCHOOL COMPLEX

SUNSET VIEW MOBILE HOME PARK



**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Hill Street looking east from Kent Street



School complex signage at Kent & Hill Street

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Hill Street looking east from Kent Street



Hill Street east of Kent Street looking east

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Carriage House Apartments on south side of Hill Street between Kent & Elm



Portland School Apartments west drive approach off Hill Street east of Kent

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Portland School Apartments parking lot adjacent to Hill Street



Outdated fire hydrant on south side of Hill Street near Elm Street

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



View of Hill Street looking east toward Elm Street



Existing crosswalk at Elm Street and Brush Street park in background

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



View of Brush Street Park from Hill Street west of Smith Street



Deterioration of pavement and curb and gutter

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Hill Street looking east toward Smith Street



Hill Street at Smith Street looking east

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Severe ponding on north side of Hill Street east of Smith Street



Hill Street east of Smith Street looking east

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Elevated storage tank on north side of Hill Street between Danby and Lincoln Street



School complex signage at Hill and Danby Street

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Water system valving in Hill Street at elevated storage tank



Hill Street looking east toward Lincoln Street

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Hill Street looking west toward Danby Street



Curb and gutter settlement near Danby Street

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



School complex signage at Hill and Lincoln Street



Brush Street Park signage looking south toward Hill Street

**CITY OF PORTLAND  
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Portland School Apartments viewed from Brush Street

**City of Portland**  
**Hill Street Improvements**  
**Engineer's Pre-Design Estimate of Probable Project Costs**

Project No.: 1110  
 By: JWM  
 Date: 5/7/2025



**Part 1 - Road and Drainage Improvements (MDOT Category B Participating)**

Scope: Mill and fill from Kent Street to Lincoln Street (~1,500') with concrete curb and gutter repairs, 4" asphalt, storm sewer repairs, sidewalk repairs and ADA upgrades and related work.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	EST. UNIT PRICE	EST. COST
1	General Conditions, Bonds & Insurances, Max 10%	LSUM	1	\$ 59,000.00	\$ 59,000.00
2	Temporary Traffic Controls	LSUM	1	\$ 25,000.00	\$ 25,000.00
3	Erosion Control, Inlet Protection, Fabric Drop	Ea	25	\$ 130.00	\$ 3,250.00
4	HMA Surface, Rem	Syd	5,000	\$ 12.00	\$ 60,000.00
5	Curb and Gutter, Rem	Ft	1,500	\$ 18.00	\$ 27,000.00
6	Sidewalk, Rem	Syd	100	\$ 12.00	\$ 1,200.00
7	Storm Sewer Repairs	LSUM	1	\$ 100,000.00	\$ 100,000.00
8	Roadway Grading	Sta	15	\$ 2,000.00	\$ 30,000.00
9	Subbase, CIP	Cyd	1,000	\$ 25.00	\$ 25,000.00
10	Aggregate Base, 8 inch	Syd	2,500	\$ 20.00	\$ 50,000.00
11	Curb and Gutter, Conc, Det F4	Ft	1,500	\$ 28.00	\$ 42,000.00
12	Sidewalk, Conc, 4 inch	Sft	900	\$ 8.00	\$ 7,200.00
13	Curb Ramp, Conc, 6 inch	Sft	1,000	\$ 15.00	\$ 15,000.00
14	HMA, 13A	Ton	1,300	\$ 135.00	\$ 175,500.00
15	Turf Restoration	Syd	2,500	\$ 10.00	\$ 25,000.00
16	Pavement Markings	LSUM	1	\$ 3,000.00	\$ 3,000.00

Subtotal Participating Construction (Rounded): \$ 649,000

**Part 2 - Sanitary Sewer and Water Main Improvements (MDOT Category B Non-Participating)**

Scope: Replace water main from Kent Street to Lincoln Street (~1,500') with water services and appurtenances and sanitary sewer repairs. Non-participating work also includes preconstruction video survey and sidewalk work beyond curb ramp replacement.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	EST. UNIT PRICE	EST. COST
1	Preconstruction Video Survey	LSUM	1	\$ 3,000.00	\$ 3,000.00
2	Sidewalk, Rem	Syd	400	\$ 12.00	\$ 4,800.00
3	Sidewalk, Conc, 4 inch	Sft	2,600	\$ 8.00	\$ 20,800.00
4	Sanitary Sewer Repairs	LSUM	1	\$ 70,000.00	\$ 70,000.00
5	Water Main, DI, 6 inch	Ft	100	\$ 110.00	\$ 11,000.00
6	Water Main, DI, 8 inch	Ft	1,000	\$ 125.00	\$ 125,000.00
7	Water Main, DI, 12 inch	Ft	500	\$ 150.00	\$ 75,000.00
8	Water Main, Connect	Ea	6	\$ 3,000.00	\$ 18,000.00
9	Fire Hydrant	Ea	4	\$ 5,000.00	\$ 20,000.00
10	Gate Valve and Box, 6 inch	Ea	4	\$ 2,800.00	\$ 11,200.00
11	Gate Valve and Box, 8 inch	Ea	12	\$ 3,200.00	\$ 38,400.00
12	Tee, 8 inch x 6 inch	Ea	4	\$ 3,000.00	\$ 12,000.00
13	Tee, 8 inch x 8 inch	Ea	4	\$ 3,600.00	\$ 14,400.00
14	Tee, 12 inch x 6 inch	Ea	2	\$ 4,500.00	\$ 9,000.00
15	Reducer	Ea	6	\$ 1,800.00	\$ 10,800.00
16	Water Service, 1 inch	Ft	600	\$ 60.00	\$ 36,000.00
17	Corporation Stop, Curb Stop and Box, 1 inch	Ea	16	\$ 1,200.00	\$ 19,200.00
18	Building Connection	Ea	10	\$ 3,000.00	\$ 30,000.00

Subtotal Non-Participating Construction (Rounded): \$ 529,000

Total Estimated Construction Cost: \$ 1,178,000  
 Est. Engineering, Permitting and Administration (18%): \$ 213,000  
 Total Estimated Project Cost: \$ 1,391,000

*The Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Bid prices may vary significantly based on these factors and market conditions at time of bid.*



# City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, May 19, 2025

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 Dymczyk; City Clerk Miller; Finance Director Tolan; Electric Superintendent Davlin

Guests: Cory Grimminck, Portland District Librarian; Jon Moxey of Fleis & VandenBrink; Kathy Parsons; Mike Judd; Larry Tygesen; Kathy Burns

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

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

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Dymczyk reported on recent and upcoming activities.

Under Presentations, Portland District Librarian Grimminck presented the Fiscal Year 2023/2024 Annual Report.

Electric Superintendent Davlin presented the Michigan Public Power Impact Report.

Mayor Barnes opened the Public Hearing for the proposed Budget for Fiscal Year 2025/2026 at 7:27 P.M.

City Manager Dymczyk presented an overview of the proposed budget and noted the budget includes a 7% increase to water rates, a 3% increase to wastewater rates, and a 4% increase to the electric base rates.

There was discussion.

There was no public comment.

Mayor Barnes closed the Public Hearing at 7:37 P.M.

Under New Business, the Council considered Resolution 25-27 to adopt the Annual Budget for Fiscal Year 2025-2026 and the Capital Improvement Plan.

City of Portland  
City Council Minutes – May 19, 2025

Motion by Johnston, supported by Sheehan, to approve Resolution 25-27 to adopt the City of Portland's Annual Budget for Fiscal Year 2025-2026 and Capital Improvement Plan.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 25-28 to request \$250,000 in funding for road improvements on Hill St. through the Transportation Economic Development Fund Category B Program. The City commits \$399,000 toward the construction costs of the potential project.

Jon Moxey of Fleis & VandenBrink provided information related to the potential improvements on Hill St. He also gave an update on the Wastewater River Crossing Project.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 25-28 to establish a Request for Funding, attest to the existence of funds and commit to implementing a Maintenance Program for roadway improvements on Hill Street funded by the Transportation Economic Development Fund Category B Program.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 25-29 to approve payment to F&V Construction in the amount of \$396,606 in relation to the river crossing as part of the Wastewater Treatment Plant Project.

Motion by Sheehan, supported by Johnston, to approve Resolution 25-29 approving payment to F&V Construction for work performed in relation to the river crossing as part of the Wastewater Treatment Plant Project.

Yeas: Sheehan, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on May 5, 2025, payment of invoices in the amount of \$604,856.60 and payroll in the amount of \$172,588.13 for a total of \$777,444.73. Purchase orders to PM Technologies in the amount of \$5,440.00 for generator maintenance, and MTEC in the amount of \$28,108.30 to replace the push camera/utility locator/root cutter for the Wastewater Department were included.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

City Manager Dymczyk had no further comments.

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck provided information on the Memorial Day Parade and Chicken Dinner to be held Monday, May 26, 2025.

Council Member Fitzsimmons noted the line items for Council in the amount of \$36,000 included in the General Fund are not directly for the City Council but for a transfer to the Recreation Department.

Council Member Sheehan extended her congratulations to all this year's graduates of both Portland High School and Portland St. Patrick.

City of Portland  
City Council Minutes – May 19, 2025

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:56 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

---

Monique I. Miller, City Clerk

DRAFT

**City of Portland**  
**Synopsis of the Minutes of the May 19, 2025, 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 Dymczyk; City Clerk Miller; Finance Director Tolan; Electric Superintendent Davlin

**Presentation** - Portland District Librarian Grimminck presented the Fiscal Year 2023/2024 Annual Report.

**Presentation** - Electric Superintendent Davlin presented the Michigan Public Power Impact Report.

**Resolution 25-27** to adopt the City of Portland's Annual Budget for Fiscal Year 2025-2026 and Capital Improvement Plan.

All in favor. Approved.

**Resolution 25-28** to establish a Request for Funding, attest to the existence of funds and commit to implementing a Maintenance Program for roadway improvements on Hill Street funded by the Transportation Economic Development Fund Category B Program.

All in favor. Approved.

**Resolution 25-29** approving payment to F&V Construction for work performed in relation to the river crossing as part of the Wastewater Treatment Plant Project.

All in favor. Approved.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:56 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

DRAFT

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MIDWEST DIAL TONE LLC	02813	MONTHLY PHONE BILLING - GEN	699.51
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
DAN SOWLES	02724	CELL PHONE REIMB - AMB	40.00
ANDREW DYM CZYK	02902	PHONE BILL REIM - CITY MANAGER	40.00
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND HALF OF MAY 2025 - ASSES	1,679.75
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	8,258.00
BLOOM SLUGGETT, PC	02783	LEGAL SERVICES - POLICE	78.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	417.48
CULLIGAN	02130	WATER X3 CITY HALL- GEN	23.00
OTIS ELEVATOR	00970	FEES FOR ELEVATOR MAINTENANCE - CITY HALL	125.00
CONSUMERS CONCRETE CORPORATION	00094	CONCRETE FOR FOUNDATION - CEM	1,497.50
FERGUSON WATERWORKS	02558	COMPRESSION TO FLARE COUPLING - WATER	113.31
MENARDS	00260	PLUMBING SUPPLIES - WW	189.95
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	1,492.34
MCKEARNEY ASPHALT & SEALING INC.	02541	MILL & FILL WB GR RIV BETWEEN GRAPE & GROVE- MZ	32,000.00
STAR THOMAS	01654	AMAZON REIM - POLICE	97.50
HAMMOND FARMS NORTH	02518	BLACK MULCH - MAJ STS	196.50
MICHIGAN SECTION, A.W.W.A.	00298	WATER SEMINAR - WATER	310.00
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR/PARTS - CITY HALL	790.00
PLEUNE SERVICE COMPANY INC.	00741	THERMO VALVE BODY REPAIR - CITY HALL	1,813.16
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	463.50
AMERICAN WATER WORKS ASSOC.	00018	ANNUAL MEMBERSHIP - WATER	91.00
KEUSCH TIRE & AUTO	00228	C1 REPLACE FRONT AXLE - POLICE	1,925.65
KATHLEEN HERMELYN	MISC	INS OVERPAYMENT REFUND - AMB	216.92
CULLIGAN	02130	WATER X2 - WW	16.00
USA BLUEBOOK	01850	SUPPLIES - WW	666.33
USA BLUEBOOK	01850	SUPPLIES - WW	74.20
GRAINGER, INC.	00172	SUPPLIES/PARTS - WW	566.03
GRAINGER, INC.	00172	FLUID STORAGE CONTAINERS ETC - WW	561.98
CULLIGAN	02130	WATER X2 CITY HALL - GEN	16.00
CULLIGAN	02130	WATER X3 CITY HALL - GEN	23.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CULLIGAN	02130	WATER X3 CITY HALL - GEN	23.00
PAMA	01370	40% CONT TO PAMA - COM PROMO	146.44
CINTAS	02901	RESTOCK MEDICINE CABINET - CITY HALL	79.13
CINTAS	02901	RESTOCK MEDICINE CABINET - WW	33.57
CULLIGAN	02130	WATER X1 - WW	9.00
APPLIED INNOVATION	02493	PRINTER INVOICE - VARIOUS DEPTS	375.17
CINTAS	02901	RESTOCK MEDICINE CABINET - MTR POOL	17.21
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	469.84
FAMILY FARM & HOME	01972	GRASS SEED, STRAW - MTR POOL	203.58
CAPITAL ASPHALT LLC	02578	ASPHALT - LOC STS	471.24
DORNBOS SIGN, INC.	00067	SIGNS - LOC STS	83.20
DORNBOS SIGN, INC.	00067	POSTS - LOC STS	292.80
CITY OF PORTLAND-PETTY CASH	00701	VAR REIMBURSEMENTS - VAR DEPTS	348.40
MI MUNICIPAL LIAB & PROP POOL	00288	INSURANCE DEDUCTIBLE - GEN	2,500.00
BRYAN SCHEURER	00600	OFFICIAL - REC	90.00
BRIAN RUSSELL	00593	OFFICIAL - REC	90.00
JERRYD SCHEURER	02785	OFFICIAL - REC	24.00
TANNER BROWNELL	02800	OFFICIAL - REC	24.00
B&W AUTO SUPPLY, INC.	00030	VAR PURCHASES - VAR DEPTS	529.48
TIM KRIZOV	01897	MILEAGE/TRAINIG T KRIZOV - ELECTRIC	163.80
POWER LINE SUPPLY COMPANY	00389	SUPPLIES FOR DIST SYSTEM - ELECTRIC	285.00
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	66.94
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	45.96
CINTAS	02901	RESTOCK MEDICINE CABINET - PARKS, CEM	93.80
BEAR PACKAGING & SUPPLY, INC.	00044	TRASH BAGS - PARKS	239.88
CULLIGAN	02130	WATER X1 - PARKS, CEM	9.00
CULLIGAN	02130	WATER X4 - POLICE	23.00
CULLIGAN	02130	WATER X4 - POLICE	23.00
VILLAGE OF ELSIE	MISC	USED BALLISTIC VEST - POLICE	150.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	193.90
POWER LINE SUPPLY COMPANY	00389	POLE WRAP TAGS DIST SYSTEM - ELECTRIC	168.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	62.66
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	51.35
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	59.14
VISION METERING, LLC	02816	METER ANTENNA FOR VAULT - ELECTRIC	255.00
KEUSCH TIRE & AUTO	00228	OIL CHANGE C2 - POLICE	80.63
KEUSCH TIRE & AUTO	00228	OIL CHANGE/DIAG C3 - POLICE	158.43
KEUSCH TIRE & AUTO	00228	TRUCK 404 OIL - ELECTRIC	83.62
KEUSCH TIRE & AUTO	00228	TRUCK 403 PM/OIL - ELECTRIC	174.22
BABBITT CONSULTING	02936	MENS, COED SOFTBALL TROPHIES - REC	100.00
MARK WOODMAN PLUMBING & HEATING	01816	BACKFLOW DEVICE TESTING - VAR DEPTS	3,320.00
VC3 INC.	02745	MICROSOFT MONTHLY AGREEMENT - GEN	402.80
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	115.00
PLEUNE SERVICE COMPANY INC.	00741	HVAC PM - ELECTRIC	880.00
KEUSCH TIRE & AUTO	00228	DIGGER TRUCK MAINTENANCE - ELECTRIC	867.33
POWER LINE SUPPLY COMPANY	00389	POLE CLIMBING GEAR - ELECTRIC	767.00
RESCO	00392	DIST SUPPLIES - ELECTRIC	634.80
VISCO	00793	STREET LIGHTS - ELECTRIC APP CONS AGENDA 3-3-25	7,340.00
Total:			\$77,145.93

**BI-WEEKLY  
WAGE REPORT  
May 27, 2025**

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.	11,562.26	309,965.29	2,364.89	75,603.40	13,927.15	385,568.69
ASSESSOR	-		-	-		
CEMETERY	7,030.39	104,801.49	675.62	27,290.91	7,706.01	132,092.40
POLICE	17,996.25	487,493.12	4,794.14	153,182.66	22,790.39	640,675.78
CODE ENFORCEMENT	84.74	530.38	6.53	40.75	91.27	571.13
PARKS	4,619.52	82,365.78	469.99	15,296.31	5,089.51	97,662.09
INCOME TAX	2,366.31	68,762.57	842.22	24,522.73	3,208.53	93,285.30
MAJOR STREETS	4,095.56	113,605.98	1,112.25	44,703.39	5,207.81	158,309.37
LOCAL STREETS	3,692.06	101,379.07	913.16	42,311.77	4,605.22	143,690.84
RECREATION	2,164.63	47,355.46	307.61	9,087.13	2,472.24	56,442.59
AMBULANCE	26,634.79	640,751.26	6,003.00	128,422.75	32,637.79	769,174.01
DDA	2,698.46	70,509.94	387.99	12,155.74	3,086.45	82,665.68
ELECTRIC	27,847.60	641,154.60	4,825.71	192,337.42	32,673.31	833,492.02
WASTEWATER	11,787.12	251,730.80	2,077.67	61,510.53	13,864.79	313,241.33
WATER	6,933.79	176,720.87	2,018.74	64,638.19	8,952.53	241,359.06
MOTOR POOL	725.55	23,794.72	141.44	6,987.12	866.99	30,781.84
<b>TOTALS:</b>	<b>130,239.03</b>	<b>3,120,921.33</b>	<b>26,940.96</b>	<b>858,090.80</b>	<b>157,179.99</b>	<b>3,979,012.13</b>





# PURCHASE ORDER

## City of Portland

P.O. **17343**

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

VENDOR Deere + Company  
2000 John Deere Run  
Cary, NC 27513

DATE: 5/28/25

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
John Deere 2920m	101.751.931		\$ 2,600
2Trak Mower	101.567.931		\$ 2,600
Trade-In Program			
DEPARTMENT HEAD (UP TO \$500) <u>Neil Bauer</u>		TOTAL	\$ 5,200

Treasurer Initials

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



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Hutson, Inc.  
 6018 E Grand River Avenue  
 Portland, MI 48875  
 517-647-4164  
 contactus@hutsoninc.com

**Quote Summary**

**Prepared For:**

CITY OF PORTLAND  
 259 KENT ST  
 PORTLAND, MI 48875  
 Business: 517-647-2942  
 Mobile: 517-647-7985  
 TMEYERS@PORTLAND-MICHIGAN.ORG

**Delivering Dealer:**

Hutson, Inc.  
 Lohone Matt  
 6018 E Grand River Avenue  
 Portland, MI 48875  
 Phone: 517-647-4164  
 mlohone@hutsoninc.com

**Quote ID:** 32819216  
**Created On:** 12 May 2025  
**Last Modified On:** 13 May 2025  
**Expiration Date:** 11 June 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z920M ZTrak - 1TC920MVASS140359	\$ 15,492.31	\$ 12,084.00 X	1 =	\$ 12,084.00
Never Stop (\$249 Value)		\$ 0.00 X	1 =	\$ 0.00

**Contract:** MI Ag, Grounds, and Roadside 240000000161 (PG 3W CG 22)  
**Price Effective Date:** November 1, 2024

**Equipment Total** **\$ 12,084.00**

Trade In Summary	Qty	Each	Extended
2023 JOHN DEERE Z920M GAS - 1TC920MVLPT121717	1	\$ 6,884.00	\$ 6,884.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 6,884.00

**Trade In Total** **\$ 6,884.00**

\* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 12,084.00
Trade In	\$ (6,884.00)
SubTotal	<b>\$ 5,200.00</b>
Est. Service Agreement Tax	\$ 0.00
Total	<b>\$ 5,200.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# PURCHASE ORDER

## City of Portland

P.O. **17333**

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

VENDOR National Wash Authority  
100 N Jackson St  
Morrison FL 61270

DATE: 5-27-25

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Cleaning Charlotte Hwy Water Tower	591-441-940		9,550 <sup>00</sup>
DEPARTMENT HEAD (UP TO \$500) <u>K. [Signature]</u>		TOTAL	

Treasurer Initials

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

**National Wash Authority, LLC dba Midwest**

**Mobile Wa**

100 N Jackson Street  
Morrison, IL 61270  
+18008047517  
aswashboy@frontiernet.net  
www.watertowercleaners.com



## Proposal

**ADDRESS**

Portland Water Department  
Rod Smith  
451 Morse Dr  
Portland, MI 48875  
517-647-2948  
rodsmith@portland-michigan.org

**PROPOSAL #** 2836

**DATE** 02/13/2025

**EXPIRATION DATE** 12/31/2025

**SERVICES**

**AMOUNT**

National Wash Authority, LLC (dba Midwest Mobile Washers) along with Thirty-two years of water storage tank cleaning experience, proposes the following for Portland Water Department. National Wash Authority/Midwest Mobile Washers is a Female owned business.

National Wash Authority has successfully and safely cleaned over 3,400 plus water storage tanks in several States without any incidents and never has had any time loss of work, due to an Injury! We are a safe and compliant workplace of 32 years.

LOCATION OF JOB SITE: 501 CHARLOTTE HWY, PORTLAND, MI.

**SERVICES TO BE RENDERED ON JOB SITE:**

We will render the proper and standard cleaning procedures to the industry (AWWA-SSPC-NACE) to clean and remove mildew/algae growth on the exterior sides of a water storage tank(s).

**TANK DESCRIPTION:** 400,000 GALLONS WATERSPHEROID @ 130' TO TOP. IF TOWER IS HIGHER THAN 150', AN EXTRA CHARGE WILL BE APPLIED TO ACCOMMODATE ACCESS TO TANK.

9,550.00

**DESCRIPTION OF SERVICES:**

Pre-soak system of a soapy bleach applied at low psi application or thru pressure washing equipment utilizing chemical injectors to apply the product. Once the root of the mildew/algae has been killed we will then use a "Soft Wash rinse application" to flush off debris. (With lower psi) Its very important that when high psi is used it can cause damage and/or leave a wand pattern shadow look on the tanks surface, once cleaned. This is old school practice and not the best method on older paint systems.

We use a 100% frictionless procedure to access your tank. No cable hanging/No wheel baskets/No hanging apparatice will be used to clean your tanks surface. Our company will utilize an aerial manlift to access the tanks surface working directly next to the tank with no attachments 100% frictionless cleaning applications. Proper pressure wash nozzles, equipment and techniques are required to wash a water tower's surface. Water tank coatings may have thin paint, cracked paint, bubbled paint, chipped paint, oxidized paint and peeling paint which all play a vital role of how a tanks surface needs to be cleaned.

With our pre-soak system treatment and flush type system (large nozzle sizes) we call "Soft Wash Method" of using less than 800 psi to clean a tank. No high pressure cleaning or blasting is required to clean your tanks surface.

SERVICES

AMOUNT

Once your tank is cleaned, we apply an anti-mildew inhibitor to slow down the return of mildew staining. This is just an aid it will not prevent mildew from not growing. © 2017 National Wash Authority, LLC

Condensation of a tank, water temperature in the tank, condition of paint on a tank, environment of setting of a tank, water usage of the tank, atmosphere dust, blowing debris onto a tank and Seasonal changes by Mother Nature all determine on the re-growth of mildew on a tanks coating system.

We pride ourselves over any Competition by being a Safety & Compliant Company.

- \* Employee's are Certified on lift equipment. (Have operator cards)
- \* Prevailing wages scales are met. Where applicable.
- \* Background checks done on ALL employee's.
- \* We are an Accident Free Work Place!
- \* Thirty-two years of NO lost time of work DUE TO AN INJURY!
- \* 100% TOTALLY FRICTIONLESS CLEANING TREATMENT of a tanks surface.

All cleaning agents used are biodegradable and are environmentally friendly.  
 All safety equipment will be used by OSHA requirements (Miller safety harness' or equivalent).  
 All equipment, safety devices, crane and aerial machinery are included in this bid.  
 Enclosed is a copy of our General Liability Insurance coverage. Our employees' are fully covered under our Workman's Compensation insurance.  
 ANY AND ALL OTHER INSURANCE REQUIREMENTS ABOVE AND BEYOND OUR CURRENT INSURANCE COVERAGES, WILL BE AN ADDITIONAL CHARGE ADDED TO THE CURRENT PROPOSAL PRICE IF REQUIRED BY YOUR MUNICIPALITY.  
 This proposal terminates if not accepted by December 31, 2025.

We are the Original Founders of adding an anti-mildew inhibitors to the tanks surface. Most recent, after two years of research we are the Proud Founders of the "Soft Wash Cleaning Treatment" to water tanks as well! Our Company is the only one whom renders a Soft Wash Cleaning Treatment in our Industry!

OPTIONAL SERVICES

Rust stain removal/rust streak removal

Contact us for Proposal for removing rust stains/streaks or Iron stains on a tanks painted surface.

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THIS PROPOSAL IS COPYRIGHT PROTECTED.

CONFIDENTIALITY: This Proposal/Quotation and any files transmitted with it may contain information proprietary to National Wash Authority, LLC/Midwest Mobile Washers, and are intended solely for the use of the individual or entity to whom they are addressed, shall be maintained in confidence and not disclosed to third parties without the written consent of National Wash Authority, LLC/Midwest Mobile Washers. All information on this Proposal/Quotation is not to be copied, reprinted or used as specifications for any other RFP's. Procedures, methods and products are not to be copied, shown or reprinted to any third party. © 2017 National Wash Authority, LLC

TOTAL

**\$9,550.00**

Accepted By

Accepted Date



# PURCHASE ORDER

## City of Portland

P.O. 17348

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

VENDOR Total Security Solutions

DATE: 05/30/25

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Bullet Proof Glass	101-265.930		14241.00
City Hall Front Counter			
DEPARTMENT HEAD (UP TO \$500) _____		TOTAL	

FY 25-26

MT

Treasurer Initials

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

Proposal Number: 19270  
Project: City of Portland, MI - Barrier System  
Date: 5/1/2025 Expires: 60 days



## PROJECT PROPOSAL: City of Portland, MI - Barrier System

**Customer:** City of Portland, MI  
**Street:** 259 Kent Street  
**City:** Portland  
**State:** MI  
**Zip:** 48875  
**Country:**

**Ship to Company:** City of Portland, MI  
**Ship to Street:** 259 Kent Street  
**Ship to City:** Portland  
**Ship to State:** MI  
**Ship to Zip:** 48875  
**Country:**

### OUR PROVEN PROCESS



### OUR GUIDING PRINCIPLES

**Customer Experience** – We deliver an outstanding customer experience on every project.

**Customization** – We solve security problems and provide innovative, customized solutions.

**Speed** – We deliver bulletproof barrier systems in as little as four weeks using state of the art equipment and highly-trained craftsmen.

Todd Ross  
Sr. Account Manager  
**P:** 517 223 7807 x 214  
**E:** tross@tssbulletproof.com

Chad Mobley  
Sales Manager  
**P:** 517-223-7807 Ext. 294  
**E:** cmobley@tssbulletproof.com

Proposal Number: 19270Project: City of Portland, MI - Barrier SystemDate: 5/1/2025 Expires: 60 days

## SUMMARY: SCOPE OF WORK

During our initial conversations, we have determined that the main objectives of this project are:

Furnish and Install, Tested and Rated To UL 752 Level 3 Standards - 1 1/4" LP1250 BR Laminated Polycarbonate Acrylic Glazing Fabricated Into Bullet Resistant Baffle Barrier System Using Clear Satin Anodized Aluminum U-Channel Framing System.

### **Quantity/Unit Size:**

(1) Overall Dimensions - 148 3/4" x 48" with 10" Drop At ADA Counter Opening.

Features: (2) Baffle Transaction Sections, (2) Counter Mounted Deal Trays with Level 3 Bullet Trap (16" x 10" x 2"), and

(1) Hinged/Lockable Access Pass-Thru Panel (16" x 6").

*Note: Re-Using Existing Countertop.*

### **Project Includes:**

***TSS Field Measure and Site Assessment, TSS Tear-Out and Disposal, TSS Installation,*** Submittal Drawings, Product Samples, Test Reports, Data and Product Sheets, Crate and Freight.

*Total Due does NOT include Sales Tax, if applicable.*

*Note: This Quote Shall Remain In Effect for (60) Days, Total Security Solutions Reserves The Right To Review and Update All Pricing Associated with this Quote to Reflect Current Market Conditions Prior To NTP, LOI, and Total Security Solutions Fabrication Process.*

Proposal Number: 19270  
 Project: City of Portland, MI - Barrier System  
 Date: 5/1/2025 Expires: 60 days



## PROPOSAL SUMMARY

Acknowledgment of acceptance on Customer Acceptance Form means that prices, specification and conditions listed are satisfactory and hereby accepted. Options and alternatives accepted or declined will be added or removed from scope as indicated. Payment terms are fixed as provided in the quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the proposal, or any other document included with the agreement. This quote shall remain in effect for 60 days from date created. Customer is responsible for payment of state taxes.

**Subtotal:** \$14,241.00  
**Tax:**  
**Total Due:** \$14,241.00  
**Payment Terms:** 50% Down/Bal. Due Prior to Install

## QUALIFICATIONS AND EXCLUSIONS

- Structural calculations not included.
- Testing for ballistics only. A fully tested assembly unit is not rated for air or water leakage, wind debris, forced entry, fire suppression and/or thermally broken characteristics.
- Standard anodized selections limited to clear satin and dark bronze. Other options may be requested at an extra charge.
- Proposal does not include installation unless noted. Customer responsible for their own material take-offs.
- Warranty is from 1-year of ship date or installation (if noted). For all orders where TSS furnishes material only, warranty covers cost of replacement material only.
- 30% restocking fee for TSS approved returns. No returns on custom made items (i.e. doors, windows and/or systems).
- Total Security Solutions will not pay for liquidated damages for failure to meet customer's delivery or construction schedules.
- In the event of conflicts or discrepancies among specifications and plans, Total Security Solutions' proposal document serves as the defining document.
- Paint, anodized & veneers finishes not included in the above scope are subject to price review and/or change order.

Proposal Number: 19270  
Project: City of Portland, MI - Barrier System  
Date: 5/1/2025 Expires: 60 days



## CUSTOMER ACCEPTANCE FORM

Signature of purchaser below represents Purchaser personally (a) has read, understands, and agrees with the terms herein, (b) is holding him or herself out to be authorized to bind his or her company or organization to the terms herein, (c) and that his or her company or organization is of sound financial standing so has to accommodate specifically the payment terms herein expressed.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Material Need by Date:** \_\_\_\_\_ **\* SUBJECT TO TSS APPROVAL**

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Purchase Order Number:** \_\_\_\_\_

**SUM:** \$14,241.00 **\* DOES NOT INCLUDE SALES TAX UNLESS SPECIFIED**

**Tax Exempt:** Yes / No **(if yes, attach copy of Tax Exempt Certificate)**

**Payment Terms:** 50% Down/Bal. Due Prior to Install

**AP Name:** \_\_\_\_\_

**AP Phone:** \_\_\_\_\_

**AP Email:** \_\_\_\_\_

**\*\*DOES TSS NEED TO BILL THROUGH A PORTAL? IF SO, PLEASE PROVIDE RELATED INFORMATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bill to Name:** City of Portland, MI \_\_\_\_\_

**Bill to Address:** 259 Kent Street \_\_\_\_\_

**Bill to City:** Portland \_\_\_\_\_

**Bill to State:** MI \_\_\_\_\_

**Bill to Zip:** 48875 \_\_\_\_\_

**Bill to Country:** \_\_\_\_\_



## SALES TERMS AND CONDITIONS

Terms contrary or inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

1. **PRICES:** Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
2. **ORDERS:** Orders, Contracts are considered FINAL upon receipt of a signed proposal, or full payment.
3. **CANCELLATIONS:** Any Order canceled after receipt of a deposit and no work has been performed will be subject to a \$500.00 administrative fee. For all other Orders canceled, the customer will be responsible for the work performed up to the date of cancellation including all special-order material.
4. **PAYMENT:** Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc. proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection.
5. **CREDIT CARDS:** We accept Visa, MasterCard, Discover and American Express. A convenience fee of 4% is applied to credit card payments and is due at time of payment.
6. **CHECKS:** Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$35.00 and payment must be made via wire transfer or cashier's check within 7 seven days or be placed in collection.
7. **QUOTATIONS:** All quotes are valid for 60 days from date of quotation unless otherwise stated. TSS reserves the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, Broker or Banking Fees.
8. **INTERNATIONAL ORDERS:** TSS will gladly accept any order outside of the U.S.A. and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your Order, and, we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.
9. **TAXES:** Unless otherwise noted, taxes are an additional cost. If you are tax exempt please submit a tax exempt certificate to TSS to ensure your account is setup as such. All applicable taxes will be charged for points of delivery if a tax exemption form is not on file. No refunds will be issued should sales tax be assessed and collected due to not having a form on file. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties and interest.
10. **SHIPPING:** All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. TSS does our best to get you the best Freight Rate available and ship to the closest location to the customer. Freight charges will be prepaid or added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Additional charges may be assessed for other special charges not communicated prior to shipping (i.e. lift-gate, 24hr notice, re-consignment fees, etc.) TSS retains a security interest in each shipment of product until that shipment is paid in full.
11. **SHIPPING CLAIMS:** The customer is responsible for inspection of received goods on the date of delivery. Claims for short shipment or damaged goods must be noted on the Bill of Lading at the time of delivery. If goods are damaged pictures must be taken of all damaged material, including crate and sent to TSS. TSS should be contacted immediately. TSS assumes no responsibility for delays in shipping. Claims for inaccurate order filing or concealed damage must be made in writing within 5 days of material receipt.
12. **SPECIAL ORDERS:** Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancellable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.
13. **RETURNED GOODS:** Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 30% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. Important – Items shipped without an RMA number will not be considered for credit.
14. **CLEANING:** The customer is responsible to clean glazing products with the correct cleansers. It is the customers' responsibility to review and understand the cleaning directions completely prior to first unsupervised cleaning. It is the customer's responsibility to share the cleaning information with the correct channels to mitigate any damages. The customers will utilize the provided cleaning materials from TSS, and/or approved alternates from cleaning directions ONLY.
15. **MANUFACTURERS WARRANTY:** TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, liquidated damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.
16. **HOLD-TO DIMENSIONS:** In the event that hold-to dimensions are approved by the customer and utilized for manufacturing, TSS takes no liability on the sizing of the finished product vs the actual opening sizes. Unless fabricated sizes differ from approved drawings.

## BAFFLE SYSTEM | WINDOW

### FEATURES

- ▶ Delivered complete and ready for installation
- ▶ Custom fabricated to fit any workstation
- ▶ Levels 1 through 3 ballistic options
- ▶ Full vision through system
- ▶ Excellent voice transmission

### CONSTRUCTION

The Baffle System consists of custom prefabricated bullet resistant acrylic panels with secure air passage as required for voice transmission. Panels are built to fit existing fixtures, with all necessary components, hardware, and accessories being supplied as needed for complete construction.

### CASH TRAY OPTIONS

- ▶ Counter-mount or recessed
- ▶ Brushed stainless steel
- ▶ Brushed brass

### BULLET RESISTING GLAZING MATERIAL

Bullet Resistant Level 1	3/4" LP 750 Laminated
	1 1/4" Uncoated Acrylic
	1 1/4" AR Coated Acrylic
Bullet Resistant Level 2	1" LP 1000 Laminated
	1 3/8" AR Coated Acrylic
Bullet Resistant Level 3	1 1/4" LP 1250 Laminated

- ▶ Clear Anodized
- ▶ Dark Bronze Anodized
- ▶ Brushed Brass
- ▶ Custom Paint On Request

### SPECIFICATIONS

#### A. GLAZING

Glazing materials shall be of a type listed by Underwriter's Laboratories, Standard 752 for bullet resistance and/or tested by H.P. White Laboratory for specified bullet resistance.

#### B. FINISH

Aluminum components shall be finished per customer specifications.

#### C. HARDWARE

Workstations are to be provided with all hardware and components necessary for installation.

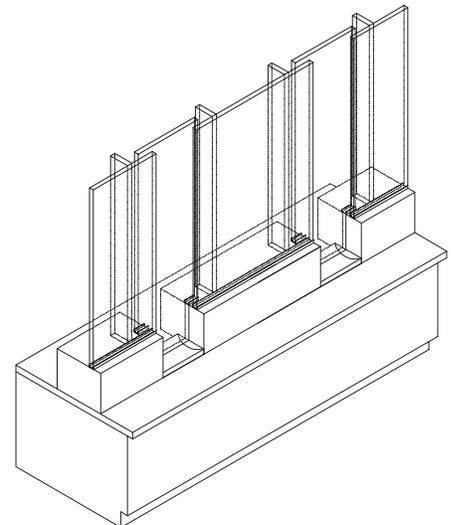
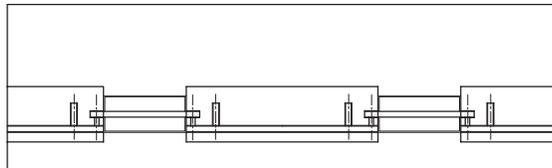
#### D. CONSTRUCTION

All components are to be completely prefabricated and ready for installation.

### MARKETS SERVED

- ▶ Check cashing facilities
- ▶ Financial institutions
- ▶ Municipal offices
- ▶ Law enforcement facilities
- ▶ Any retail application

### CHANNEL FINISH OPTIONS



## **HANDLING INFORMATION**

**Handling:** Care should be exercised during shipping and handling to maintain transaction window appearance.

**Storage:** Store upright in a dry, well ventilated building or shelter at a constant temperature. Do not store in damp areas or freshly plastered buildings. Place unit on wood blocks at least 2" high to prevent moisture damage.

**Application:** Remove from protective container just prior to installation. Care should be exercised when installing the Baffle System Window to insure that installation is level, plumb, square and secure.

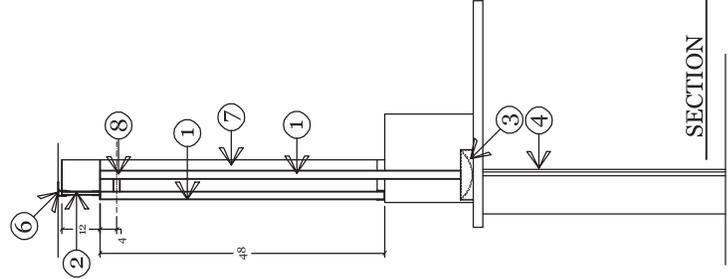
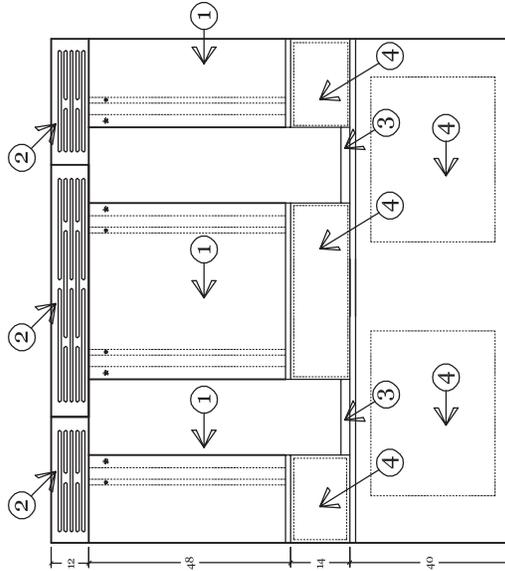
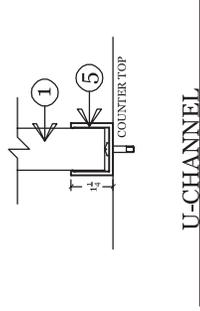
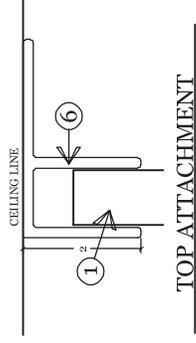
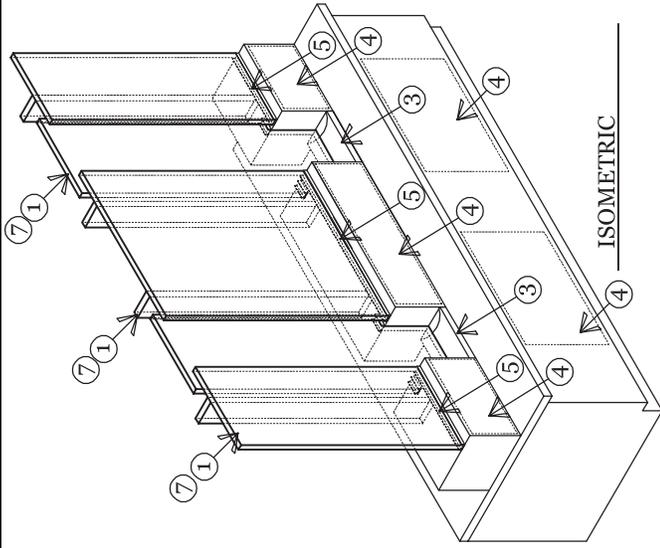
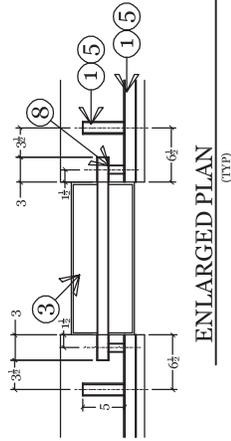
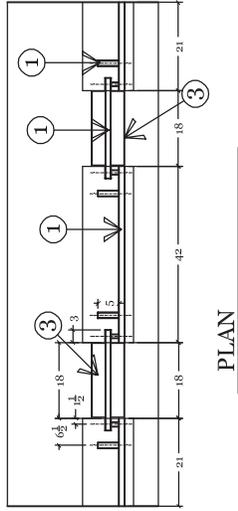
**Cleaning:** You must clean the glazing unit during and after the construction period to maintain optimum performance and aesthetic properties. To clean, use a soft, clean cloth and a mild soap, detergent, or slightly acidic cleaning solution (such as vinegar). Wipe with a clean, lint-free cloth.

## **TECHNICAL SUPPORT**

TSS maintains a full staff of professional and experienced sales representatives, project estimators, engineers, draftsmen, craftsmen and installers ready to assist in all phases of the bullet resistant project from initial design through installation. Consult our sales department or your local representative for assistance with all your bullet-resistant needs at 1.517.223.7807.

## **LIMITED WARRANTY**

TSS offers a twelve month limited warranty. This warranty does not cover damage caused by neglect, abuse, vandalism, improper maintenance, accident or any other cause beyond the suppliers control not arising out of defects in material or workmanship. The warranties stated replace and exclude all other warranties. The warranty is limited to replacing products that fail to meet specification, or are defective in quality or workmanship at the time of delivery. TSS will not be responsible for (re)installation expenses or any direct or indirect loss(es) which may result from a defective product. TSS reserves the right to field inspect any product alleged to be defective. The buyer is responsible for any consequences resulting from product use.



**DRAWING NOTES:**

1. BULLET RESISTANT ACRYLIC OR ACRYLIC/POLYCARBONATE COMPOSITE. AVAILABLE IN PROTECTION LEVELS 1,2,3.
2. ACRYLIC SLOT LOUVERS.
3. 18 GAUGE BRUSHED STAINLESS STEEL DEAL TRAYS. AVAILABLE SURFACE MOUNTED OR RECESSED. CUSTOM SIZES ARE AVAILABLE.
4. UL RATED BALLISTIC FIBERGLASS FOR UNDERCOUNTER PROTECTION. AVAILABLE IN PROTECTION LEVELS 1,2,3.
5. EXTRUDED ALUMINUM CHANNEL. SIZED TO MATCH THE LEVEL OF ACRYLIC PROTECTION. STANDARD COLORS: ARCHITECTURAL BRONZE AND CLEAR ANODIZED ALUMINUM. CUSTOM COLORS ARE AVAILABLE.
6. ALUMINUM ANGLE OR CHANNEL ATTACHMENT FOR HEAD CONNECTION.
7. SUPPORT BUTTRESS TO SUPPLY RIGID VERTICAL SUPPORT. COMPOSED OF BULLET RESISTANT GLAZING MATERIAL TO MATCH THE REST OF SYSTEM.
8. ACRYLIC DOWEL SPACERS.

Project Name:	Total Security Solutions
Project Details:	170 National Park Fowlerville, MI 48836
Project Number:	
Designated By:	
Checked By:	
Sheet Title:	BAFFLE SYSTEM
Sheet Number:	A1

These drawings and all information herein are a confidential trade secret and remain the property of TOTAL SECURITY SOLUTIONS. Any use or reproduction of these drawings for any purpose, except by permission of TOTAL SECURITY SOLUTIONS is strictly prohibited.





# PURCHASE ORDER

## City of Portland

P.O. **17147**

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

VENDOR Fleis & Vanderbrink

DATE: 5/28/2025

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
<u>Annual Clean Up</u>	<u>582.539.803</u>		<u>\$17,250</u>
<u>Monitoring &amp; Reporting</u>			
DEPARTMENT HEAD (UP TO \$500) <u>[Signature]</u>		TOTAL	<u>\$17,250</u>

*Note: work to take place over 12-18 months*

MT - starting 7/1/25

Treasurer Initials

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

# Memo



**To:** City of Portland – Board of Light and Power

**From:** Todd Davlin, Electric Superintendent

**Cc:** Andrew Dymczyk, City Manager and Nikki Miller, City Clerk

**Date:** 5-23-2025

**Re:** Action Item BLP 25-5C F&V Diesel Clean Up Engineering Services

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The City of Portland, in coordination with F&V Engineering and the Michigan Department of Environment, Great Lakes, and Energy (EGLE), recently held a meeting to review the status of diesel monitoring and cleanup efforts associated with the historical diesel spill at 723 East Grand River Avenue. Following the review, EGLE agreed that active groundwater pumping may cease. However, as a condition of this decision, EGLE has requested that groundwater be sampled and analyzed on two separate occasions over the course of the next year. This monitoring will allow EGLE to evaluate whether remaining compliance and remediation actions can be formally concluded. At the request of City staff, F&V Engineering has prepared a proposal outlining the scope of services necessary to complete the requested sampling and reporting.

**Recommendation:** Recommend that City Council approve a proposal from Fleis & VandenBrink Engineering to provide environmental consulting services. The objective is to achieve a "No Further Action" status regarding compliance obligations associated with a historical diesel fuel release at the Board of Light and Power – Power Plant.

**Fiscal Impact:** The estimated cost for these consulting services is \$17,250.00.

May 20, 2025

Todd Davlin, BLP Superintendent  
City of Portland  
723 E Grand River Ave  
Portland, MI 48875

**Re: Part 201 Consulting Services  
City of Portland Board of Light & Power (BLP) Diesel Fuel Release, Ionia County, Michigan**

Dear Mr. Davlin:

Fleis & VandenBrink Engineering, Inc. (F&V) appreciates the opportunity to provide you with assistance for the above referenced release.

## STATEMENT OF UNDERSTANDING

Diesel product from BLP was discovered entering the Looking Glass River in 2009. As a result, BLP has responsibilities under Part 201 of the Michigan Natural Resources and Environmental Protection Act (NREPA), PA 451, 1994 as amended. F&V has assisted the BLP with initial response activities, long term removal of diesel product from the groundwater beneath the BLP facility, and subsequent monitoring of groundwater quality near the facility. Certain site conditions have been improving; however, diesel product remains in the recovery wells located near the release area at the BLP facility.

Based on recent discussion with you and Dan Ten Brink (EGLE RRD), we have prepared a scope of services to collect data to evaluate if a No Further Action (NFA) request is appropriate:

- Observe how the diesel product and dissolved groundwater impact (if remaining) changes with the diesel recovery system shut down.
- Evaluate compliance with EGLE's Volatilization to Indoor Air Pathway (VIAP).

Based on the above indicating favorable conditions, we will provide a Scope of Services and budget to prepare for the BLP a request for NFA for submittal to EGLE. If the NFA is approved by EGLE using the totality of data collected, BLP would have no further responsibilities under Part 201 of the NREPA with respect to evaluation and cleanup of the 2009 release.

## SCOPE OF SERVICES

Based on our Statement of Understanding, we have prepared the following Scope of Services.

### Task 1: Biannual Groundwater Monitoring and Quarterly Free Product Measurements

To evaluate groundwater conditions without the influence of the diesel recovery system, F&V will perform two groundwater monitoring events within one year for each of the nine existing monitoring wells, using low-flow methodology. The diesel recovery system will be shut down during this one year period.

1. Collect quarterly free product and static groundwater levels for one year at each of the groundwater monitoring wells and the diesel product recovery wells.

2. Groundwater samples will be collected quarterly per current EGLE Low Flow procedures and submitted to an environmental laboratory for analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX), trimethylbenzenes using EPA Method 8260, and polynuclear aromatic hydrocarbons (PNAs) using EPA Method 8270.
3. Review quarterly data to evaluate if conditions are favorable for a NFA submittal. If encountered, concerns that could justify returning the system back into service will be discussed with BLP and EGLE.
4. After the last event, we will update tables and figures with collected data.

## Task 2: VIAP Consulting Services

Since petroleum is in contact with the building, default VIAP screening levels do not apply. The following services will prepare a Site-Specific VIAP Criteria and Site-Specific Target Levels Request (EQP4467). The request will be based on the assumption that diesel product will remain near the site building and around the recovery wells.

1. Collect one air sample to evaluate the sump headspace as a known preferential pathway to the indoor air of the building.
2. Submit samples to the environmental laboratory for analysis of volatile organic compounds (VOCs) and PNAs using EPA Method TO-15 and NIOSH Method 5515.
3. Update the conceptual site model to include preferential pathways and points of compliance.

## SCHEDULE

We will initiate work upon your authorization to proceed.

## BUDGET

F&V proposes to complete the professional services on a lump sum basis for \$17,250 for labor, services, and reimbursable expenses. The following assumptions have been made in developing the budget:

- Historical monitoring wells are expected to have remained in place and have not been destroyed or abandoned.
- Owner will make arrangements for access to Property.

Once again, thank you for this opportunity, and we look forward to working with you. If you need any other information regarding this proposal or any F&V services, please contact me at please contact me at 269.330.0369 or [sdehring@fveng.com](mailto:sdehring@fveng.com).

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Stephen Dehring  
Project Manager



Brian L Rice, PE  
Environmental Services Group Manager, Principal

## WORK AUTHORIZATION

*Fleis & VandenBrink (F&V) is hereby authorized to perform Additional Services as detailed in their letter dated **May 20, 2025**, and authorized under the existing Professional Services Agreement with F&V dated **March 16, 1993**.*

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**Todd Davlin, BLP Superintendent**

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**Date**

Cc: Jon Moxey, PE, F&V

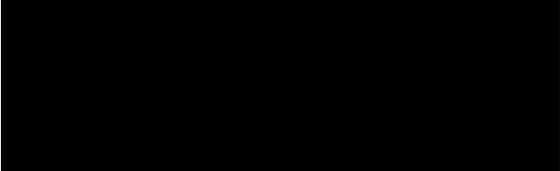
CITY OF PORTLAND  
BOARD AND COMMISSION  
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. This information is also available for public review.

Please print your responses

Date: 5-19-25

Name: Jason Williamson

Address: 

Telephone:

E-mail address:

Employer: self

Telephone No. 

How long have you lived in the City of Portland?

\*\*\*\*\*

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Education

Are you a high school graduate?

College, University, or other school. State name and degree, certificate, etc., earned.

Professional and work experience

Community activities, interests, and service

References (optional) Please provide name, address, and telephone number.

CITY OF PORTLAND  
BOARD AND COMMISSION  
APPLICATION

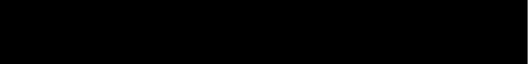
The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. This information is also available for public review.

Please print your responses

Date: 5/16/2025

Name: Robert J Baldyga

Address: 1021 James

Telephone No. 

E-mail address: 

Employer: Self

Telephone No. Same

How long have you lived in the City of Portland? 36 Years

\*\*\*\*\*

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Am presently serving on BL&P Board as Chairperson.

Education  
MBA from Northwood University, Midland, MI

Are you a high school graduate? *Yes*

College, University, or other school. State name and degree, certificate, etc., earned.

*See above*

Professional and work experience

*IT Manager*

Community activities, interests, and service

*Vice President of Portland District School Board  
Portland City Council Member  
Little League Coach, AYSO Coach, Odyssey of  
Mind Coach*

References (optional) Please provide name, address, and telephone number.

*Mayor James Barnes*

**DRAFT AGENDA - REGULAR MEETING  
OF THE  
PORTLAND BOARD OF LIGHT AND POWER**

4:00 P.M. Tuesday, April 29, 2025  
Board of Light & Power Conference Room  
723 East Grand River, Portland, MI 48875



**I. CALL TO ORDER AND ROLL CALL**

The meeting was called to order by Chairman Robert Baldyga at 4:00 PM. Attendees included: Chairman Robert Baldyga, Board Member Nick Lefke, Board Member Mike Fox, and City Manager Andrew Dymczyk and Superintendent Todd Davlin.

**II. SAFETY SHARE**

Todd Davlin presented a safety share about motorcycles and traffic.

**APPROVAL OF AGENDA**

Motion: Nick Lefke                      Seconded: Robert Baldyga  
Yay: 3                                      Nay: 0

**III. APPROVAL OF MINUTES**

Motion: Nick Lefke                      Seconded: Mike Fox  
Yay: 3                                      Nay: 0

**IV. ACTION ITEM(S)**

**Action Item BLP 25-4A** **Action Item BLP 25-4A** – Recommend City Council approve the purchase of 5 x 75 KVA ERMCO brand, dual voltage, pad mounted transformers from RESCO. The cost to purchase 5 transformers is \$24,375.00 plus shipping.

Motion: Nick Lefke                      Seconded: Robert Baldyga  
Yay: 3                                      Nay: 0

**Action Item BLP 25-4B** Recommend City Council approve purchase of a used Sheman Reilly, Utility Spool Trailer from the MSU Surplus Store Auction. The cost of the trailer is \$9,000.

Motion: Robert Baldyga              Seconded: Mike Fox  
Yay: 3                                      Nay: 0

**Action Item BLP 25-4C** – Recommend City Council approve the Board of Light and Power Fiscal Year 25/26 Budget incorporating an average retail rate increase of 4.00%.

Motion: Nick Lefke                      Seconded: Mike Fox  
Yay: 3                                      Nay: 0

**Action Item BLP 25-4D** – Recommend City Council approve the July 2025-June 2026 Board of Light and Power capital improvement expenditures as presented in the 5-year capital improvement plan. The total estimated capital improvements expenditures in fiscal years 2025/2026 are projected to cost \$551,000.

Motion: Nick Lefke

Seconded: Mike Fox

Yay: 3

Nay: 0

**V. INFORMATIONAL ITEMS**

Todd Davlin presented information addressing items a-d below.

- a. Financial report
- b. Reliability report
- c. Grant Street Substation Update
- d. MPPA Annual Meeting Frederick Meijer Garden – May 1<sup>st</sup>

**VI. NEXT REGULAR BLP BOARD MEETING: Tue May 27<sup>th</sup>.**

**VII. PUBLIC COMMENT (5-minute time limit per speaker)**

None

**VIII. CITY MANAGER COMMENTS**

City Manager Andrew Dymczyk provided an overview of current City Projects and initiatives

**IX. BOARD COMMENTS**

Board Member Lefke offered a constructive commentary addressing bill format improvements.

**X. ADJOURNMENT**

**CITY OF PORTLAND**

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

May 21, 2025  
April 1-30, 2025

<b>Kwh Consumed</b>	2,522,242
<b>DIESEL PRODUCTION</b>	0
<b>HYDRO GENERATION</b>	195,382

<b>Total Kwh Purchased</b>	<b>2,326,860</b>	<b>Total Dollars Paid</b>	<b>\$ 186,181.33</b>
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**Kwh Billed**

Residential	1,046,383
Commercial	603,800
Large General	604,660
City St. Lites Metered	10,439
St. Lites Unmetered	
Rental Lights	
Demand	1,891

**Dollars Billed**

PCA Billed	\$ 9,114.05
Residential	\$ 173,667.67
Residential EO Charge	\$ 1,946.81
Geothermal Discount	\$ (167.11)
AMI Opt Out	\$ 90.00
Commercial	\$ 93,754.05
Commercial/LG EO Charge	\$ 2,466.66
Large General	\$ 65,233.66
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 1,012.88
St. Lights Unmetered	\$ 1,543.05
Rental Lights	\$ 234.34
Demand	\$ 16,007.00
Tax	\$ 13,553.83

**Total Kwh Billed** **2,265,282**

Arrears after billing	\$ 18,496.91
Penalties Added	\$ 2,112.30
Arrears end of month	\$ 42,146.17
Fuel Cost Billed	\$ 9,469.63
Amount Collected	\$ 416,445.53
Total Adjustments	\$ 9,862.27

**Total Dollars Billed** **\$ 378,475.29**

Power Cost Adj.	0.00404
-----------------	---------

Residential Customers	2,230
Commercial Customers	329
Large General	15
<b>Total Customers</b>	<b>2,574</b>

05/02/25



**CITY OF PORTLAND  
May-25**

**WATER DEPARTMENT REPORT**

<b>MONTH</b>	Apr-25	<b>PERIOD COVERED</b>	April 1-30, 2025
Customers Billed		Penalties Added	\$ 368.42
City	1,838	Dollars Collected	\$ 65,131.80
Rural	24	Arrears at end of Month	\$ 6,642.72
Total Customers	1,862	Adjustments	\$ 412.96
		Gallons Pumped	10,504,000
		Hydrant Flusing/Rental (unmetered)	1,400,000 (hydrant flushing)
<b>Gallons Billed</b>		<b>Dollars Billed</b>	
City	8,231,539		\$ 66,553.78
Rural	159,854		\$ 2,309.99
Total	<u>8,391,393</u>		<u>\$ 68,863.77</u>

**SEWER DEPARTMENT REPORT**

Customers Billed	1,794	Dollars Billed	\$161,152.04
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 161,152.04

Penalties Added	\$ 890.43
Dollars Collected	\$ 150,936.64
Arrears at end of Month	\$ 14,138.37
Adjustments	\$ 1,095.60
Gallons Treated per Million	9.186



**IONIA COUNTY BOARD OF COMMISSIONERS**  
**BOARD OF COMMISSIONERS MEETING**  
**MAY 27, 2025 – 3:00 P.M.**  
**101 WEST MAIN STREET**  
**IONIA, MICHIGAN**

**THIS MEETING WILL BE HELD IN PERSON AND ZOOM**

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
  - B. Approve per diem and mileage
  - C. Approve payments of Common Cash and General Fund Payroll for the month of March 2025- \$ 4,775,487.41
  - D. Approve payments of Health Department payroll and accounts payable for the month of March 2025-\$ 133,100.42
  - E. Approve payments of Road Department payroll and accounts payable for the month of March 2025-\$ 893,569.62
  - F. Approval of payments from Trust and Agency for the month of March 2025-\$ 438,214.75
  - G. Approve payments of Common Cash and General Fund Payroll for the month of April 2025- \$ 5,905,964.36
  - H. Approve payments of Health Department payroll and accounts payable for the month of April 2025-\$ 140,597.13
  - I. Approve payments of Road Department payroll and accounts payable for the month of April 2025-\$ 4,067,574.95
  - J. Approval of payments from Trust and Agency for the month of April 2025-\$ 287,983.31
- VII. Unfinished Business**
  - A.
- VIII. New Business**

- A. Request Approval to Agreement or Additional Sheriff's Office Services Between the Township of Ionia and the County of Ionia – Sheriff Noll
- B. Request to Reinstate Deputy Position that was on hold – Sheriff Noll
- C. Request Approval of Materials Management Grant – Melissa Eldridge
- D. Request to Pay Central Michigan Excavating, LLC- Melissa Eldridge
- E. Request to Approve Ionia County Community Corrections FY25 Grant Application – Selina Schmidt
- F. Request Approval of Agreement between Aetna Better Health and Ionia County Health Department – Chad Shaw/Brenda Ingersoll
- G. Request approval of Budget Amendment – Chad Shaw/ Brenda Ingersoll
- H. Approval of Appointment of Local Health Officer- Chad Shaw

**IX. Department Reports**

- A. Public Defender
- B. Commission on Aging

**X. Reports of Officers, Boards, and Standing Committees**

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

**XI. Reports of Special or Ad Hoc Committees**

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

**XIII. Closed Session**

- A. NONE

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- **Community Corrections Advisory Board-Ionia Community Mental Health Representative**

**Appointments for consideration in the month of May 2025:**

- **Midwest Michigan Trail Authority**

**Appointments for consideration in the month of June 2025:**

- **NONE**

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**\*\*\*NOTICE OF OPPORTUNITY TO COMMENT\*\*\***

**REGARDING THE APPLICATION FOR APPROVAL OF**  
**RENEWABLE ENERGY FILED BY**  
**HOMEWORKS TRI-COUNTY ELECTRIC COOPERATIVE**  
**CASE NO. U-16598**

- On February 27, 2025, an Application for Approval of Renewable Energy Plan was filed with the Michigan Public Service Commission (Commission) to fully comply with Public Act 295 of 2008, as amended by Public Act 235 of 2023.
- Any interested person may review the Application at the Michigan offices of HomeWorks Tri-County Electric Cooperative, 7973 E. Grand River Ave., Portland, MI 48875 or at the office of the Commission's Executive Secretary, 7109 West Saginaw Highway, Lansing, Michigan, between the hours of 8:00 a.m. and 12:00 p.m. and 1:00 p.m. and 5:00 p.m., Monday through Friday, or on the Commission's website at: <https://mi-psc.my.site.com/s/>.
- Any person wishing to 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-16598. Statements may be emailed to: [mposedockets@michigan.gov](mailto:mposedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Highway, 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 Executive Secretary at the above address or by telephone at (517) 284-8090.

**COMMENTS ARE DUE BY 5:00 P.M. ON JULY 15, 2025.**

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-21911**

- Consumers Energy Company requests Michigan Public Service Commission’s approval to implement a distribution incentive and disincentive mechanism consistent with the Commission's February 27, 2025 Order in Case No. U-21400.
- 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, 800-477-5050 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: <https://mi-psc.my.site.com/s/>.
- A pre-hearing will be held:

**DATE/TIME: Tuesday, June 3, 2025 at 9:30 AM**

**BEFORE: Administrative Law Judge Christopher S. Saunders**

**LOCATION: Video/Teleconference**

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge’s secretary at (517) 284-8130 or by email at [LARA-MOHR-PSC@michigan.gov](mailto:LARA-MOHR-PSC@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) April 15, 2025 application requesting the Commission to: 1) approve Consumers Energy’s proposed process for implementing the distribution incentive/disincentive mechanism; 2) authorize Consumers Energy to record a regulatory asset for deferred incentive amounts or a deferred liability for deferred penalty amounts calculated in its April 1 annual report; 3) accept Consumers Energy’s baseline calculations for the System Average Interruption Duration Index (SAIDI) without Major Event Days (MED)s and All Weather SAIDI metrics, its calculation of the performance targets associated with those metrics, and its identification of the top 10 worst performing circuits in calendar years 2023 and 2024 for use in the distribution incentives/disincentives mechanism; 4) accept Consumers Energy’s confirmation of its review and evaluation of its safety standards relative to the requirements of the distribution incentives/disincentives mechanism; and 5) grant Consumers Energy such further relief as may be lawful and appropriate.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <https://mi-psc.my.site.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in 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 May 27, 2025. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's attorney, Bret A. Totoraitis, 1 Energy Plaza, EP11-229, 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 for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to 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-21911**. 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 Executive Secretary 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.

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.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

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