



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

7:00 P.M. Monday, August 18, 2025
City Council Chambers
City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	I. <u>Call to Order by Mayor Barnes</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Decision
7:03 PM	IV. <u>Excuse the Absence of Council Member Sheehan</u>	
7:10 PM	V. <u>Public Comment</u> (5-minute time limit per speaker)	
7:15 PM	VI. <u>City Manager Report</u>	
	VII. <u>Presentations</u> – None	
	VIII. <u>Public Hearing(s)</u> - None	
	IX. <u>Old Business</u> - None	
	X. <u>New Business</u>	
7:20 PM	A. Second Reading and Consideration of Ordinance 101N to Adopt an Electric Utility Service Construction Fee Ordinance	Decision
7:25 PM	B. Proposed Resolution 25-53 Approving Contribution in Aid of Construction Fees and Utility Agreements for Electric Service	Decision
7:28 PM	C. Proposed Resolution 25-54 Approving Maner Costerisan’s Proposal to Provide Professional Audit Services	Decision
	D. Proposed Resolution 25-55 Approving the Purchase and Installation of Supervisory Control and Data Acquisition (SCADA)	Decision
7:30 PM	Replacement Radios for the Water and Wastewater Utilities	Decision
	E. Closed Session Resolution 25-56 Review of Legal Opinion	Decision
	F. Proposed Resolution 25-48 Approving, Authorizing, and Directing the Mayor and Clerk to Sign a Recreation Services Agreement with Eagle Township	Decision
7:32 PM		
7:34 PM		

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:35 PM	<p>XI. <u>Consent Agenda</u></p> <ul style="list-style-type: none"> A. Minutes and Synopsis of the Regular City Council Meeting held on August 4, 2025 B. Payment of Invoices in the Amount of \$145,408.51 and Payroll in the Amount of \$178,140.27 for a Total of \$323,548.78 C. Purchase Orders over \$5,000.00 <ul style="list-style-type: none"> 1. Fleis & VandenBrink in the Amount of \$21,108.88 for Engineering Services for the Divine Hwy. Bridge Project <p>XII. <u>Communications</u></p> <ul style="list-style-type: none"> A. Water Department Report for July 2025 B. Ionia County Board of Commissioners Agenda for August 12, 2025 C. Ionia County Central Dispatch Report for July 2025 	Decision
7:38PM	XIII. <u>Other Business</u> - None	
7:40 PM	XIV. <u>City Manager Comments</u>	
7:45 PM	XV. <u>Council Comments</u>	
7:50 PM	XVI. <u>Adjournment</u>	Decision

CITY OF PORTLAND
Ionia County, Michigan

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

ORDINANCE NO. 101N

NEW ELECTRIC UTILITY SERVICE CONSTRUCTION FEE ORDINANCE

AN ORDINANCE, establishing a procedure for applying for new utility service to a property and applying certain rates and charges as appropriate to apportion the relative costs of the extension of such service as between the customer and the CITY OF PORTLAND BOARD OF LIGHT AND POWER.

THE CITY OF PORTLAND ORDAINS:

Section 1. ADDITION OF NEW SECTION 40-227 – New Service Construction Charges.

Section 2.

- (a) The City will extend its distribution facilities to the Point of Common Coupling on the Customer's Premises subject to the City Code of the City of Portland.
- (b) The City shall determine service availability and load limits.
- (c) The City shall provide, own, maintain, and specify the location of its distribution Facilities. No ownership rights shall pass to any owner, developer, or Customer by reason of any payments made for the construction.
- (d) City-owned, three phase, pad mount transformers must be installed within 25 feet of a drivable surface.
- (e) The City may make such extensions at its cost if, in its sole judgement, the estimated revenue, probable stability, improvements to safety and reliability, and potential load growth reasonably warrant the capital expenditure. If, in the City's sole judgement, the extension is not so warranted, it will require the Customer to pay for the extension.
- (f) Prior to the installation of any distribution system the owner, developer, or Customer may be required to enter into a written agreement with the City generally describing the proposed distribution system and the conditions of the parties. Each system extension shall be a separate agreement. Further extensions will require a separate written agreement.

- (g) Prior to the installation of any distribution system the owner, developer, or Customer shall provide, at no expense to the City, permits and easements acceptable to the City for the installation, operation, and maintenance of the proposed distribution system extension. The easement shall include, but is not limited to, a legal description, sketch, construction and maintenance rights, and vegetation management requirements.
1. If the required permits and easements are not provided and the extension can be constructed in the public right-of-way, the applicant shall be required to pay the additional construction expense.
 2. If the owner, developer, or Customer requests the City to modify existing easements, such modifications shall be in the City's sole discretion. The requesting party will be responsible for all expenses associated with the modification.
 3. Commercial, industrial and multi-family, multi lot residential developments shall require an Access Easement Agreement.
 4. Single family homes shall require a Residential Right of Access, Ingress and Egress Agreement.
- (h) All easement areas on private property shall be routinely cleared of encroaching vegetation and trees in order to preserve access to the distribution system equipment by the City or its contractor to maintain reliable Electric Service. It shall be the responsibility of private property owners with such an easement to keep the easement area clear. Such easement(s) shall include a clause recognizing and authorizing the City of Portland's right to clear vegetation at any time on the easement space when necessary for emergency access thereto.
- (i) Any poles, wires, or other equipment required beyond the Point of Common Coupling shall be furnished, installed, and maintained by the Customer. The City's responsibility (other than the meter or metering devices as required) ends at the Point of Common Coupling.
- (j) The Service Entrance Conductors shall be furnished, installed, and maintained by the Customer in accordance with the National Electrical Code and other applicable codes and shall conform to the City's specifications.
- (k) Primary facility extensions shall be installed, owned, and maintained by the City. Charges will be determined in accordance with all applicable provisions set forth in these rules.
- (l) The owner, developer, or Customer is responsible for locating and marking the locations of privately owned underground facilities such as lawn sprinkler systems, field drainage systems, septic tanks, electric lines, etc. The City assumes no responsibility for damage to unmarked private facilities.

(m) Equipment Installation

1. The Customer shall provide access to City-owned equipment, including transformers, switchgear, pedestals, and meters, for operation, maintenance, and cooling.
2. The Customer shall maintain access and working clearance around City facilities to permit safe operation and maintenance of such facilities including testing, repairs, replacement, tree trimming, etc. in accordance with applicable codes, the City's construction standards, and any other applicable regulations. If the Customer does not maintain appropriate access and working space, the City is authorized to trim, cut down, remove, or otherwise prevent future growth of trees and brush, and remove anything that has or has the potential to contact, interfere with, or be hazardous to the operation and maintenance of City facilities. In such instances, the City will have no obligation to restore the Customer's Premises.
3. City personnel will use reasonable care to minimize damage to structures and landscaping while operating, maintaining, removing, and replacing City-owned equipment. The Utility agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure.

Section 3. SEVERABILITY AND CAPTIONS. This Ordinance and its various parts, Sections, subsections, sentences, phrases, and clauses are declared to be severable. If any part, Section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, the remainder of the Ordinance shall not be affected. The captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

Section 4. REPEALER. No officer, agent, City Council member, or employee of the City shall be rendered personally liable for any damage that may occur to any person as a result of any act, decision, or other consequence or occurrence arising out of the discharge of duties and responsibilities pursuant to this Ordinance.

Section 5. EFFECTIVE DATE. This Ordinance was approved and adopted by the City Council on _____, 2025. The City Clerk shall cause this Ordinance to be published and recorded as provided in the City Charter and it shall take effect upon the date after the date of its publication, but not less than ten (10) days after its adoption by the City Council. However, it shall cease and be of no effect 60 days after its adoption unless within that period Consumers accepts the Ordinance in writing filed with the City Clerk. Upon acceptance and publication, this Ordinance shall constitute a contract between the City and Consumers.

Ayes:
Nays:
Absent:
Abstain:

ORDINANCE DECLARED ADOPTED.

James E. Barnes, Mayor

Monique I. Miller, City Clerk

Introduced: August 4, 2025
Adopted:
Published:
Effective:

CERTIFICATION

I certify that this is a true and complete copy of the ordinance adopted at a regular meeting of the City Council of the City of Portland on _____.

Dated: _____, 2025.

Monique I. Miller, City Clerk



To: Honorable Mayor and Members of City Council

From: Andrew Dymczyk, City Manager

Subject: New Electric Utility Service Construction Fee Ordinance

Date: August 1, 2025

The City of Portland has historically, with some exceptions, borne the full capital costs of providing electric service to customers. However, based on discussions with other electric utility general managers, a review of peer utility policies, and professional experiences building and managing power plants and refineries, this approach is not consistent with typical industry practices.

Electric service needs are also evolving with a higher demand for electricity to power businesses, industries and daily life. The shift towards electric vehicles, heat pumps and other technologies are contributing towards this demand and additional future requests for electric utility service.

To align more closely with standard utility practices, reduce capital exposure and adequately address future service requests, the City of Portland engaged Ross Hammersley of Olson, Howard P.C. to draft a proposed ordinance amendment. The goal of this ordinance is to reduce capital risk associated with large-scale facilities and developments, while preserving reasonable connection fees for residential lots and homes typical within the City. The Board of Light and Power has discussed this ordinance and supporting administrative documents at the June 24th and July 23rd board meeting and has recommended approval.

There are no new costs associated with adopting this ordinance and implementation is expected to yield minor but consistent year-over-year reductions in operating expenses and a reduction of capital risk associated with growth.

Included for consideration of the New Electric Utility Service Connection Fee Ordinance are the proposed supporting administrative documents of Commercial Access Easement Agreement, Residential Right of Access Ingress and Egress Agreement, System Extension Agreement templates and a contribution in aid of construction service fees outline.

Contribution in AID of Construction - NEW CONSTRUCTION

All new electrical distribution system construction shall be installed underground:

Residential Service/Developments:

Primary Extensions

\$10 x primary trench length in feet open cut

\$25 x primary installed length in feet underground boring

\$45/kVA for single phase transformers

Shared transformers shall be charged 7.5 kVA for residential homes.

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

\$45/kVA for transformers

Shared transformers shall be charged 7.5 kVA for residential homes. The City will install the first 75 foot of trench at no cost to the homeowner. All boring will be charged to the homeowner.

Application fee \$200

Additional Refundable deposit \$200 – Returned after 12 consecutive months of on time bill payment.

General Service/Large General Service:

Primary Extensions

\$10 x primary trench length in feet

\$25 x primary installed length in feet underground boring

\$45/KVA for single phase transformers

\$200/KVA for three phase transformers

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

\$45/kVA for transformers

\$200/kVA for three phase transformers

The City will install the first 75 foot of primary or secondary trench on the facility/owner's property at no cost to the owner. All boring will be charged to the owner.

Application fee \$200

Refundable deposit \$200 – Returned after 24 consecutive months of on time bill payment.

DRAFT

Contribution in AID of Construction - SERVICE UPGRADES

All service upgrades of existing facilities shall be installed underground at the sole expense of the facility/property owner:

Residential Service/Developments:

Primary Extensions

\$10 x primary trench length in feet

\$25 x secondary installed length in feet underground boring

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

Property owners will be charged the full expense of requested transformer, cabinet, pedestal, pole, light or flush-mounted equipment upgrades.

Application fee \$200

General Service/Large General Service:

Primary Extensions

\$10 x primary trench length in feet

Secondary Drops

\$8 x secondary trench length in feet

Property owners will be charged the full expense of requested transformer, cabinet, pedestal, pole, light or flush-mounted equipment upgrades.

Application fee \$200

COMMERCIAL ACCESS EASEMENT AGREEMENT

This **COMMERCIAL ACCESS EASEMENT AGREEMENT** (the “Easement”) is made on this ____ day of _____, 20____, by and between the CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 (“City” or “Grantee”), and [Property **Owner/ Customer Name**] (“Customer” or “Grantor”), of _____ [address] _____, Michigan _____ (the “Property”) on the terms and conditions set forth below.

RECITALS

- A. City owns and operates an electrical distribution system serving the Property.
- B. City requires a perpetual easement to install, maintain, operate, repair, replace, and upgrade underground electrical distribution facilities.
- C. Property Owner agrees to grant such easement under the terms below.

AGREEMENT

1. Grant of Easement

Grantor hereby grants unto the City a perpetual, non-exclusive easement and right-of-way in, on, over, under, across, and through the area shown on Exhibit B (the “Easement Area”) for ingress and egress and to otherwise access the Property for one or more of the following purposes:

- a. Install, construct, reconstruct, alter, operate, maintain, repair, replace, remove, relocate underground primary and secondary electrical distribution wire, conduit, cables, transformers, vaults, pedestals, meters, and appurtenances (collectively, “Facilities”);
- b. Access the Easement Area and adjacent land with personnel, vehicles, and equipment whenever required to exercise these rights;
- c. Trim, cut, remove, control vegetation (trees, brush, roots) that may interfere with or prevent clear access to Facilities;
- d. Install larger or additional Facilities where necessary to continue service; and
- e. Place above-ground structures only if expressly approved in writing by Property Owner and City. Otherwise, all Facilities shall be installed underground.

2. Clear Zone Requirement

To ensure safe and efficient operation and maintenance of Utility Facilities:

- a. The Property Owner shall maintain a 15-foot clear zone on all sides of any above-grade Utility Facilities.
- b. This clear zone shall be free of obstructions, including but not limited to trees, shrubs, fences, buildings, or other structures or materials that could impede access or endanger Utility personnel.

3. Notice and Restoration

- a. Except in emergencies, City will provide fourteen (14) days' written notice before non-emergency work.
- b. The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities
- c. The City agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure

4. Vegetation & Structures

- a. Property Owner shall not plant trees or erect structures within the Easement Area that unreasonably interfere with Facilities, and shall maintain safe and accessible clearances around Facilities.
- b. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary.
- c. Owner may use the Easement Area for lawful purposes not inconsistent with City's easement rights.

5. Responsibility & Indemnity – The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.

6. Insurance – The City shall maintain commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence.

- 7. Temporary Construction Areas** - During initial installation or major upgrades, City may use adjacent temporary work spaces as needed and shall restore all areas to pre-construction condition.
- 8. Abandonment & Release** - If Facilities are permanently removed and abandoned, the City may release this Easement through a formal release of easement instrument duly recorded with the Ionia County Office of the Register of Deeds.
- 9. Assignment** – The City may only assign its rights under this Easement to another municipal utility or entity regulated under Michigan law, provided the assignee agrees to be bound by this Agreement.
- 10. Governing Law** - This Agreement shall be governed by Michigan law. In accordance with Section 190 of Michigan Public Act 288 of 1967, as amended, (MCL §560.190(c) – (d)), the Property Owner retains all non-inconsistent rights to make other uses of the land, while the City may trim or remove trees interfering with use of this Easement.

11. Notices - All notices shall be in writing to:

Property Owner:

[Name:] _____
[Address:] _____
[Email:] _____

City:

City of Portland – Board of Light and Power,
Attn: General Manager,
259 Kent Street
Portland, Michigan 489875 [Email].

12. Entire Agreement - This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

Exhibits

- **Exhibit A:** Legal description of Property.
- **Exhibit B:** Easement Area illustration.
- **Exhibit C:** Facility specifications (optional).

[signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

PROPERTY OWNER:

Name(s): _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the owner of the following Premises: _____.

DRAFT

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER:

By: _____
Its: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the _____ of the City of Portland, Michigan – Board of Light and Power, and as the act and deed of such entity and in the capacity herein expressed.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Exhibit A
Legal Description of the Property

DRAFT

Exhibit B
Easement Area Illustration

DRAFT

Exhibit C
Facility Specifications (optional)

DRAFT



ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (the “Easement”) is made on this ____ day of _____, 20__, by and between the CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 (“City” or “Grantee”), and [Property **Owner/ Customer Name**] (“Customer” or “Grantor”), of **[address]**, Michigan **[address]** (the “Property”) on the terms and conditions set forth below.

RECITALS

- A. City owns and operates an electrical distribution system serving the Property.
- B. City requires a perpetual easement to install, maintain, operate, repair, replace, and upgrade underground electrical distribution facilities.
- C. Property Owner agrees to grant such easement under the terms below.

AGREEMENT

1. Grant of Easement

Grantor hereby grants unto the City a perpetual, non-exclusive easement and right-of-way in, on, over, under, across, and through the area shown on Exhibit B (the “Easement Area”) for ingress and egress and to otherwise access the Property for one or more of the following purposes:

- a. Install, construct, reconstruct, alter, operate, maintain, repair, replace, remove, relocate underground primary and secondary electrical distribution wire, conduit, cables, transformers, vaults, pedestals, meters, and appurtenances (collectively, “Facilities”);
- b. Access the Easement Area and adjacent land with personnel, vehicles, and equipment whenever required to exercise these rights;
- c. Trim, cut, remove, control vegetation (trees, brush, roots) that may interfere with or prevent clear access to Facilities;
- d. Install larger or additional Facilities where necessary to continue service; and

- e. Place above-ground structures only if expressly approved in writing by Property Owner and City. Otherwise, all Facilities shall be installed underground.

2. Notice and Restoration

- a. Except in emergencies, City will provide fourteen (14) days' written notice before non-emergency work.
- b. The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities
- c. After any activity, City shall restore surface conditions—soil, pavement, landscaping—to a condition substantially similar to pre-work state.

3. Vegetation & Structures

- a. Property Owner shall not plant trees or erect structures within the Easement Area that unreasonably interfere with Facilities, and shall maintain safe and accessible clearances around Facilities.
- b. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary. The City shall not be liable for or obligated to restore any damaged private landscaping or structures associated with ensuring safe and accessible clearance to the Facilities for City staff.
- c. Owner may use the Easement Area for lawful purposes not inconsistent with City's easement rights; any structure or vegetation within 20 feet of Facilities requires prior written approval from City.

4. Responsibility & Indemnity – The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.

5. Insurance – The City shall maintain commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence.

6. Temporary Construction Areas - During initial installation or major upgrades, City may use adjacent temporary work spaces as needed and shall restore all areas to pre-construction condition.

7. **Abandonment & Release** - If Facilities are permanently removed and abandoned, the City may release this Easement through a formal release of easement instrument duly recorded with the Ionia County Office of the Register of Deeds.
8. **Assignment** – The City may only assign its rights under this Easement to another municipal utility or entity regulated under Michigan law, provided the assignee agrees to be bound by this Agreement.
9. **Governing Law** - This Agreement shall be governed by Michigan law. In accordance with Section 190 of Michigan Public Act 288 of 1967, as amended, (MCL §560.190(c) – (d)), the Property Owner retains all non-inconsistent rights to make other uses of the land, while the City may trim or remove trees interfering with use of this Easement.
10. **Notices** - All notices shall be in writing to:

Property Owner:

[Name:] _____
[Address:] _____
[Email:] _____

City:

City of Portland – Board of Light and Power,
Attn: General Manager,
259 Kent Street
Portland, Michigan 489875 [Email].

11. **Entire Agreement** - This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

Exhibits

- **Exhibit A:** Legal description of Property.
- **Exhibit B:** Easement Area illustration.
- **Exhibit C:** Facility specifications (optional).

[signature page follows]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

PROPERTY OWNER:

Name(s): _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the owner of the following Premises: _____.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER:

By: _____
Its: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the _____ of the City of Portland, Michigan – Board of Light and Power, and as the act and deed of such entity and in the capacity herein expressed.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Exhibit A
Legal Description of the Property

Exhibit B
Easement Area Illustration

Exhibit C
Facility Specifications (optional)

RESIDENTIAL RIGHT OF ACCESS, INGRESS and EGRESS AGREEMENT

This Agreement is made and entered into this [redacted] day of [redacted], 20 [redacted], by and between:

The City of Portland - Board of Light and Power, a Michigan municipal electric utility (hereinafter referred to as the "Utility"),
and

[Homeowner's Full Name], residing at **[Street Address, Portland, MI ZIP]** (hereinafter referred to as the "Property Owner").

RECITALS

WHEREAS, the Property Owner is the lawful owner of certain real property located in the City of Portland, County of Ionia, State of Michigan, legally described as:

[Insert legal description or parcel number] (the "Property"); and

WHEREAS, the Property Owner desires electric utility service from the Utility for a single-family residential dwelling located on the Property; and

WHEREAS, the Utility requires the right of access, ingress, and egress to install, maintain, and repair its infrastructure necessary for providing such utility service, and

WHEREAS, the parties desire to set forth their respective rights and obligations regarding access to the Property and the installation and maintenance of utility infrastructure.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Right of Access

The Property Owner hereby grants to the Utility, its employees, agents, contractors, and assigns, a perpetual and non-exclusive right of access, ingress, and egress over, across, under, and upon the Property as necessary to install, operate, maintain, inspect, repair, upgrade, and replace electric utility infrastructure and associated facilities (collectively, the "Utility Facilities") required to provide electrical service to the Property.

2. Location and Installation of Facilities

Primary and secondary wire shall generally be installed **below grade**, unless otherwise **mutually agreed to** by both the Utility and the Property Owner. The precise location of such facilities shall be determined by the Utility, in consultation with the Property Owner, to ensure safe and effective service delivery.

3. Clear Zone Requirement

To ensure safe and efficient operation and maintenance of Utility Facilities:

- The Property Owner shall maintain a 15-foot clear zone on all sides of any above-grade Utility Facilities.
- This clear zone shall be free of obstructions, including but not limited to trees, shrubs, fences, buildings, or other structures or materials that could impede access or endanger Utility personnel.

4. Entry Without Notice

The Utility shall have the right to enter upon the Property at reasonable times and without prior notice to the Property Owner in the event of an emergency or to perform necessary maintenance or repair to Utility Facilities. For non-emergency work, the Utility will make reasonable efforts to provide prior notice.

5. Property Restoration

The Utility agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure.

6. Indemnification

The Property Owner shall indemnify and hold harmless the Utility from any claims, damages, or liabilities arising from the Property Owner's failure to maintain the required clear zone or from interference with the Utility's rights as granted in this Agreement.

7. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PROPERTY OWNER(S):

Signature: _____

Print Name: _____

Date: _____

Signature (if joint owner): _____

Print Name: _____

Date: _____

CITY OF PORTLAND BOARD OF LIGHT AND POWER

By: _____

Name: _____

Title: _____

Date: _____

[Notary Block as needed for recording purposes]

SYSTEM EXTENSION AGREEMENT

This SYSTEM EXTENSION AGREEMENT (“Agreement”) is made on this ____ day of _____, 20__, by and between the City of Portland, Michigan – Board of Light and Power, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 (“City”), and [Owner/Developer/Customer Name], of [address], Michigan [address] (“Customer”) on the terms and conditions set forth below.

This Agreement pertains to the following real estate and shall be referred to hereinafter as the “Customer Property” and/or “Premises”:

[Legal description + Property Tax ID No. + Address]

1. Purpose & Scope

The City will design, construct, install, own, operate, maintain, repair, and, if necessary, remove underground primary and secondary electrical distribution facilities (the “Facilities”) from the City’s nearest practical distribution main to the Point of Common Coupling (PCC) on Customer property. Each extension—including service upgrades—requires a separate signed agreement.

2. Customer Obligations

a. Permits & Easements

- Customer must secure, at no cost to City, all required permits and easements acceptable to City, including: legal descriptions, drawings, vegetation management rights, restoration obligations, construction access rights, and emergency access.
- If permits/easements are missing and extension must go through public ROW, Customer bears all related costs.

b. Construction Costs - Costs that will be billed to the Customer follow the Contribution-in-Aid of Construction schedule:

Item	Residential	General (Non-Res)
Primary trench (open cut)	\$10/ft	\$10/ft
Primary boring	\$25/ft	\$25/ft
Secondary trench	\$8/ft	\$8/ft
Secondary boring	\$21/ft	\$21/ft
Transformer	\$45/kVA single-phase; residential shared @7.5 kVA	\$45/kVA single-; \$200/kVA three-phase

- City provides first 75 ft of trench (primary or secondary) at no cost; all boring is charged to Customer.

- Application fee: **\$200**; refundable deposit **\$200** (refunded after 12 months of on-time payments).

c. Service Upgrades

- Upgrades (residential/general) charged per trench/boring schedule; Customer pays full cost for transformer, pedestal, pole, meter, or ancillary equipment.
- Application fee: **\$200**.
- Payment terms:
 - Customer shall pay at least fifty percent (50%) of the Estimated Cost Summary as summarized in Exhibit C upon execution of this System Extension Agreement by the parties.
 - The balance of remaining costs shall be considered due upon completion of the construction of the Facilities, with payment of not less than forty percent (40%) of the remaining balance required prior to energizing the Facilities.
 - The Customer shall pay all of the remaining balance within thirty (30) days of electric service initiation.

d. Marking Private Lines - Customer shall cause all private underground utilities (sprinklers, septic, drain fields) in the vicinity of the Facilities to be clearly marked with flagging. The City disclaims all liability for any damage to unmarked underground utilities, features, and/or facilities.

3. City Obligations

- The City retains full ownership of all Facilities installed by the City—no private ownership transfers.
- City to locate pad-mount, three-phase transformers within 25 ft of a drivable surface.
- City may elect to fund future extensions when revenue, safety, reliability, and load growth justify the capital expense, in the sole discretion of the City. In all other scenarios, the Customer is responsible for payment of the costs incurred for additional extensions as per Section 2.
- All work by the City shall be carried out professionally, with the goals of minimizing all potential safety risks as well as inconvenience to the Customer.

4. Access, Restoration & Emergency Maintenance

- Customer shall grant the City and its contractors a right of access and to ingress and egress the Premises for the period of time necessary to perform the installation, maintenance, testing, repair, replacement, vegetation trimming/removal, and emergency activities.
- Commercial, industrial and multi-family, multi lot residential developments shall require an Access Easement Agreement.
- Single family homes shall require a Residential Right of Access, Ingress and Egress Agreement.
- Customer shall maintain safe and accessible clearances around Facilities. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary.
- The City agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure
- Except for emergencies, City will provide at least fourteen (14) days notice to Customer prior to major work.

5. Liability, Indemnity & Insurance

- The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities.
- The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.
- The City will maintain general liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence

6. Ownership, Transfer & Abandonment

- City retains ownership of all Facilities; no property rights are being or shall be transferred to Customer.
- Should the City elect to permanently remove the Facilities, the City may release the Easement referenced above via recorded document.

7. Assignment & Binding Effect

- The City may assign its rights under this Agreement only to another regulated utility or a successor entity under Michigan law.
- This Agreement and the terms, covenants, conditions, and agreements set forth herein shall run with the land, touch and concern the same, and are intended to and do burden the land subject hereto. The indemnification and hold harmless provisions herein shall survive any expiration or termination of the provisions hereof.

8. Governing Law & Severability

- Michigan law shall exclusively govern the interpretation and enforcement of this Agreement. Any action brought in regard to this Agreement shall be in a court of competent jurisdiction in Ionia County, Michigan.
- Should any provision be invalid, the remainder remains enforceable.

9. Notice

- Notices to Customer:
[Address]
- Notices to City:
City of Portland – Board of Light and Power
259 Kent Street
Portland, Michigan 48875
Attn: Superintendent

10. Entire Agreement

This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

In Witness Whereof, the Parties have entered into this Agreement as of the effective date set forth above.

CUSTOMER:

Signature: _____

Name/Title: _____

CITY – BOARD OF LIGHT AND POWER:

Signature: _____

Name/Title: _____

Exhibit A – Legal Description of Customer Property

Exhibit B – Site Plan showing Point of Common Coupling & Easement

Exhibit C – Contribution-in-Aid & Estimated Cost Summary

Exhibit D – Access Easement Agreement or Residential Right of Access, Ingress and Egress Agreement



City of Portland Board of Light and Power



APPLICATION - NEW ELECTRIC SERVICE / SERVICE UPGRADES

THIS IS NOT A PERMIT. Additional permits and inspections may be required and are the responsibility of the customer.
ALL APPLICABLE FIELDS ARE REQUIRED.

Construction Contractor Information

Contractor Name _____

Phone _____ Cell Phone _____

Fax _____

Email _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Billing Information

Same as above

W9 Submitted (required if the billing customer is a business)

Customer Name _____

Phone _____ Cell Phone _____

Email _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Service Location

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Project Information

Project Name _____

Electrician _____

Phone _____ Cell Phone _____

Email _____

Development Type

- Single Family Duplex Triplex
- Apartments Condos Townhouse
- Accessory Dwelling Unit Multi-lot Mixed Use
- Unit Lot Subdivision Commercial/Industrial

Quantities

Number of Lots _____ Number of Buildings _____ Number of Units _____

Service Information

Structure New Building Service Upgrade

Description _____

Electric Type

- Temporary
- Permanent

Estimated Load

Amperage _____

Estimated Demand _____

All new and upgraded services are required to be underground with meter locations approved by the City of Portland - BLP

- Single Phase - 120/240V
- Three Phase - 120/208V
- Three Phase - 277/480V
- Three Phase - 7200/12470V
- I'm not sure and need help choosing.



I agree that the information on this application is correct to the best of my knowledge. I understand that any changes made to the above information or the attached documents may increase the time and costs required for the City of Portland - BLP to provide service to the project. I acknowledge that I understand and agree to the terms and conditions for Electric Services as established in the City of Portland Code of Ordinances.

Signature: _____

Date: _____ / _____ / _____

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-53

A RESOLUTION TO ADOPT AND IMPLEMENT CONTRIBUTION IN AID OF CONSTRUCTION FEES AND UTILITY AGREEMENTS FOR ELECTRIC SERVICE

WHEREAS, the City of Portland provides electric utility service to its residents and businesses through its municipal electric utility system; and

WHEREAS, the City incurs costs for the design, labor, materials, inspection, and administrative overhead associated with the construction and extension of electric utility infrastructure for new service connections; and

WHEREAS, the City seeks to ensure that such costs are fairly recovered through a standardized construction fee, rather than subsidized by the broader ratepayer base; and

WHEREAS, the City Council finds it necessary and in the public interest to authorize the assessment and collection of electric utility service construction fees;

WHEREAS, the Electric Superintendent, City Manager and Board of Light and Power would recommend City Council adopt the proposed fees for contribution in aid of construction for new construction and service upgrades and authorize use of the proposed corresponding documents for easements and access by City staff.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council hereby adopts the proposed fees for contribution in aid of construction for new construction and service upgrades, a copy of which is attached as Exhibit A, and authorizes use of the proposed corresponding documents for easements and access by City staff.
2. All resolutions and parts of the resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED

Dated: August 18, 2025

Monique I. Miller, City Clerk



To: Honorable Mayor and Members of City Council

From: Andrew Dymczyk, City Manager

Subject: New Electric Utility Service Construction Fee Ordinance

Date: August 1, 2025

The City of Portland has historically, with some exceptions, borne the full capital costs of providing electric service to customers. However, based on discussions with other electric utility general managers, a review of peer utility policies, and professional experiences building and managing power plants and refineries, this approach is not consistent with typical industry practices.

Electric service needs are also evolving with a higher demand for electricity to power businesses, industries and daily life. The shift towards electric vehicles, heat pumps and other technologies are contributing towards this demand and additional future requests for electric utility service.

To align more closely with standard utility practices, reduce capital exposure and adequately address future service requests, the City of Portland engaged Ross Hammersley of Olson, Howard P.C. to draft a proposed ordinance amendment. The goal of this ordinance is to reduce capital risk associated with large-scale facilities and developments, while preserving reasonable connection fees for residential lots and homes typical within the City. The Board of Light and Power has discussed this ordinance and supporting administrative documents at the June 24th and July 23rd board meeting and has recommended approval.

There are no new costs associated with adopting this ordinance and implementation is expected to yield minor but consistent year-over-year reductions in operating expenses and a reduction of capital risk associated with growth.

Included for consideration of the New Electric Utility Service Connection Fee Ordinance are the proposed supporting administrative documents of Commercial Access Easement Agreement, Residential Right of Access Ingress and Egress Agreement, System Extension Agreement templates and a contribution in aid of construction service fees outline.

Contribution in AID of Construction - NEW CONSTRUCTION

All new electrical distribution system construction shall be installed underground:

Residential Service/Developments:

Primary Extensions

\$10 x primary trench length in feet open cut

\$25 x primary installed length in feet underground boring

\$45/kVA for single phase transformers

Shared transformers shall be charged 7.5 kVA for residential homes.

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

\$45/kVA for transformers

Shared transformers shall be charged 7.5 kVA for residential homes. The City will install the first 75 foot of trench at no cost to the homeowner. All boring will be charged to the homeowner.

Application fee \$200

Additional Refundable deposit \$200 – Returned after 12 consecutive months of on time bill payment.

General Service/Large General Service:

Primary Extensions

\$10 x primary trench length in feet

\$25 x primary installed length in feet underground boring

\$45/KVA for single phase transformers

\$200/KVA for three phase transformers

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

\$45/kVA for transformers

\$200/kVA for three phase transformers

The City will install the first 75 foot of primary or secondary trench on the facility/owner's property at no cost to the owner. All boring will be charged to the owner.

Application fee \$200

Refundable deposit \$200 – Returned after 24 consecutive months of on time bill payment.

DRAFT

Contribution in AID of Construction - SERVICE UPGRADES

All service upgrades of existing facilities shall be installed underground at the sole expense of the facility/property owner:

Residential Service/Developments:

Primary Extensions

\$10 x primary trench length in feet

\$25 x secondary installed length in feet underground boring

Secondary Drops

\$8 x secondary trench length in feet

\$21 x secondary installed length in feet underground boring

Property owners will be charged the full expense of requested transformer, cabinet, pedestal, pole, light or flush-mounted equipment upgrades.

Application fee \$200

General Service/Large General Service:

Primary Extensions

\$10 x primary trench length in feet

Secondary Drops

\$8 x secondary trench length in feet

Property owners will be charged the full expense of requested transformer, cabinet, pedestal, pole, light or flush-mounted equipment upgrades.

Application fee \$200

COMMERCIAL ACCESS EASEMENT AGREEMENT

This **COMMERCIAL ACCESS EASEMENT AGREEMENT** (the “Easement”) is made on this ____ day of _____, 20____, by and between the CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 (“City” or “Grantee”), and [Property **Owner/ Customer Name**] (“Customer” or “Grantor”), of _____ [address] _____, Michigan _____ (the “Property”) on the terms and conditions set forth below.

RECITALS

- A. City owns and operates an electrical distribution system serving the Property.
- B. City requires a perpetual easement to install, maintain, operate, repair, replace, and upgrade underground electrical distribution facilities.
- C. Property Owner agrees to grant such easement under the terms below.

AGREEMENT

1. Grant of Easement

Grantor hereby grants unto the City a perpetual, non-exclusive easement and right-of-way in, on, over, under, across, and through the area shown on Exhibit B (the “Easement Area”) for ingress and egress and to otherwise access the Property for one or more of the following purposes:

- a. Install, construct, reconstruct, alter, operate, maintain, repair, replace, remove, relocate underground primary and secondary electrical distribution wire, conduit, cables, transformers, vaults, pedestals, meters, and appurtenances (collectively, “Facilities”);
- b. Access the Easement Area and adjacent land with personnel, vehicles, and equipment whenever required to exercise these rights;
- c. Trim, cut, remove, control vegetation (trees, brush, roots) that may interfere with or prevent clear access to Facilities;
- d. Install larger or additional Facilities where necessary to continue service; and
- e. Place above-ground structures only if expressly approved in writing by Property Owner and City. Otherwise, all Facilities shall be installed underground.

2. Clear Zone Requirement

To ensure safe and efficient operation and maintenance of Utility Facilities:

- a. The Property Owner shall maintain a 15-foot clear zone on all sides of any above-grade Utility Facilities.
- b. This clear zone shall be free of obstructions, including but not limited to trees, shrubs, fences, buildings, or other structures or materials that could impede access or endanger Utility personnel.

3. Notice and Restoration

- a. Except in emergencies, City will provide fourteen (14) days' written notice before non-emergency work.
- b. The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities
- c. The City agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure

4. Vegetation & Structures

- a. Property Owner shall not plant trees or erect structures within the Easement Area that unreasonably interfere with Facilities, and shall maintain safe and accessible clearances around Facilities.
- b. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary.
- c. Owner may use the Easement Area for lawful purposes not inconsistent with City's easement rights.

5. Responsibility & Indemnity – The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.

6. Insurance – The City shall maintain commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence.

- 7. Temporary Construction Areas** - During initial installation or major upgrades, City may use adjacent temporary work spaces as needed and shall restore all areas to pre-construction condition.
- 8. Abandonment & Release** - If Facilities are permanently removed and abandoned, the City may release this Easement through a formal release of easement instrument duly recorded with the Ionia County Office of the Register of Deeds.
- 9. Assignment** – The City may only assign its rights under this Easement to another municipal utility or entity regulated under Michigan law, provided the assignee agrees to be bound by this Agreement.
- 10. Governing Law** - This Agreement shall be governed by Michigan law. In accordance with Section 190 of Michigan Public Act 288 of 1967, as amended, (MCL §560.190(c) – (d)), the Property Owner retains all non-inconsistent rights to make other uses of the land, while the City may trim or remove trees interfering with use of this Easement.

11. Notices - All notices shall be in writing to:

Property Owner:

[Name:] _____
[Address:] _____
[Email:] _____

City:

City of Portland – Board of Light and Power,
Attn: General Manager,
259 Kent Street
Portland, Michigan 489875 [Email].

12. Entire Agreement - This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

Exhibits

- **Exhibit A:** Legal description of Property.
- **Exhibit B:** Easement Area illustration.
- **Exhibit C:** Facility specifications (optional).

[signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

PROPERTY OWNER:

Name(s): _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the owner of the following Premises: _____.

DRAFT

, Notary Public

County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER:

By: _____
Its: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the _____ of the City of Portland, Michigan – Board of Light and Power, and as the act and deed of such entity and in the capacity herein expressed.

, Notary Public

County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Exhibit A
Legal Description of the Property

DRAFT

Exhibit B
Easement Area Illustration

DRAFT

Exhibit C
Facility Specifications (optional)

DRAFT



ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (the “Easement”) is made on this ____ day of _____, 20__, by and between the CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 (“City” or “Grantee”), and [Property **Owner/ Customer Name**] (“Customer” or “Grantor”), of **[address]**, Michigan **[address]** (the “Property”) on the terms and conditions set forth below.

RECITALS

- A. City owns and operates an electrical distribution system serving the Property.
- B. City requires a perpetual easement to install, maintain, operate, repair, replace, and upgrade underground electrical distribution facilities.
- C. Property Owner agrees to grant such easement under the terms below.

AGREEMENT

1. Grant of Easement

Grantor hereby grants unto the City a perpetual, non-exclusive easement and right-of-way in, on, over, under, across, and through the area shown on Exhibit B (the “Easement Area”) for ingress and egress and to otherwise access the Property for one or more of the following purposes:

- a. Install, construct, reconstruct, alter, operate, maintain, repair, replace, remove, relocate underground primary and secondary electrical distribution wire, conduit, cables, transformers, vaults, pedestals, meters, and appurtenances (collectively, “Facilities”);
- b. Access the Easement Area and adjacent land with personnel, vehicles, and equipment whenever required to exercise these rights;
- c. Trim, cut, remove, control vegetation (trees, brush, roots) that may interfere with or prevent clear access to Facilities;
- d. Install larger or additional Facilities where necessary to continue service; and

- e. Place above-ground structures only if expressly approved in writing by Property Owner and City. Otherwise, all Facilities shall be installed underground.

2. Notice and Restoration

- a. Except in emergencies, City will provide fourteen (14) days' written notice before non-emergency work.
- b. The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities
- c. After any activity, City shall restore surface conditions—soil, pavement, landscaping—to a condition substantially similar to pre-work state.

3. Vegetation & Structures

- a. Property Owner shall not plant trees or erect structures within the Easement Area that unreasonably interfere with Facilities, and shall maintain safe and accessible clearances around Facilities.
- b. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary. The City shall not be liable for or obligated to restore any damaged private landscaping or structures associated with ensuring safe and accessible clearance to the Facilities for City staff.
- c. Owner may use the Easement Area for lawful purposes not inconsistent with City's easement rights; any structure or vegetation within 20 feet of Facilities requires prior written approval from City.

4. Responsibility & Indemnity – The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.

5. Insurance – The City shall maintain commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence.

6. Temporary Construction Areas - During initial installation or major upgrades, City may use adjacent temporary work spaces as needed and shall restore all areas to pre-construction condition.

7. **Abandonment & Release** - If Facilities are permanently removed and abandoned, the City may release this Easement through a formal release of easement instrument duly recorded with the Ionia County Office of the Register of Deeds.
8. **Assignment** – The City may only assign its rights under this Easement to another municipal utility or entity regulated under Michigan law, provided the assignee agrees to be bound by this Agreement.
9. **Governing Law** - This Agreement shall be governed by Michigan law. In accordance with Section 190 of Michigan Public Act 288 of 1967, as amended, (MCL §560.190(c) – (d)), the Property Owner retains all non-inconsistent rights to make other uses of the land, while the City may trim or remove trees interfering with use of this Easement.
10. **Notices** - All notices shall be in writing to:

Property Owner:

[Name:] _____
[Address:] _____
[Email:] _____

City:

City of Portland – Board of Light and Power,
Attn: General Manager,
259 Kent Street
Portland, Michigan 489875 [Email].

11. **Entire Agreement** - This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

Exhibits

- **Exhibit A:** Legal description of Property.
- **Exhibit B:** Easement Area illustration.
- **Exhibit C:** Facility specifications (optional).

[signature page follows]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

PROPERTY OWNER:

Name(s): _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the owner of the following Premises: _____.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

CITY OF PORTLAND, MICHIGAN – BOARD OF LIGHT AND POWER:

By: _____
Its: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss.

Acknowledged and executed before me on this ____ day of _____, 202__, by _____, as the _____ of the City of Portland, Michigan – Board of Light and Power, and as the act and deed of such entity and in the capacity herein expressed.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Exhibit A
Legal Description of the Property

Exhibit B
Easement Area Illustration

Exhibit C
Facility Specifications (optional)

RESIDENTIAL RIGHT OF ACCESS, INGRESS and EGRESS AGREEMENT

This Agreement is made and entered into this [redacted] day of [redacted], 20 [redacted], by and between:

The City of Portland - Board of Light and Power, a Michigan municipal electric utility (hereinafter referred to as the "Utility"),
and

[Homeowner's Full Name], residing at **[Street Address, Portland, MI ZIP]** (hereinafter referred to as the "Property Owner").

RECITALS

WHEREAS, the Property Owner is the lawful owner of certain real property located in the City of Portland, County of Ionia, State of Michigan, legally described as:

[Insert legal description or parcel number] (the "Property"); and

WHEREAS, the Property Owner desires electric utility service from the Utility for a single-family residential dwelling located on the Property; and

WHEREAS, the Utility requires the right of access, ingress, and egress to install, maintain, and repair its infrastructure necessary for providing such utility service, and

WHEREAS, the parties desire to set forth their respective rights and obligations regarding access to the Property and the installation and maintenance of utility infrastructure.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Right of Access

The Property Owner hereby grants to the Utility, its employees, agents, contractors, and assigns, a perpetual and non-exclusive right of access, ingress, and egress over, across, under, and upon the Property as necessary to install, operate, maintain, inspect, repair, upgrade, and replace electric utility infrastructure and associated facilities (collectively, the "Utility Facilities") required to provide electrical service to the Property.

2. Location and Installation of Facilities

Primary and secondary wire shall generally be installed **below grade**, unless otherwise **mutually agreed to** by both the Utility and the Property Owner. The precise location of such facilities shall be determined by the Utility, in consultation with the Property Owner, to ensure safe and effective service delivery.

3. Clear Zone Requirement

To ensure safe and efficient operation and maintenance of Utility Facilities:

- The Property Owner shall maintain a 15-foot clear zone on all sides of any above-grade Utility Facilities.
- This clear zone shall be free of obstructions, including but not limited to trees, shrubs, fences, buildings, or other structures or materials that could impede access or endanger Utility personnel.

4. Entry Without Notice

The Utility shall have the right to enter upon the Property at reasonable times and without prior notice to the Property Owner in the event of an emergency or to perform necessary maintenance or repair to Utility Facilities. For non-emergency work, the Utility will make reasonable efforts to provide prior notice.

5. Property Restoration

The Utility agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure.

6. Indemnification

The Property Owner shall indemnify and hold harmless the Utility from any claims, damages, or liabilities arising from the Property Owner's failure to maintain the required clear zone or from interference with the Utility's rights as granted in this Agreement.

7. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PROPERTY OWNER(S):

Signature: _____

Print Name: _____

Date: _____

Signature (if joint owner): _____

Print Name: _____

Date: _____

CITY OF PORTLAND BOARD OF LIGHT AND POWER

By: _____

Name: _____

Title: _____

Date: _____

[Notary Block as needed for recording purposes]

SYSTEM EXTENSION AGREEMENT

This SYSTEM EXTENSION AGREEMENT (“Agreement”) is made on this ____ day of _____, 20__, by and between the City of Portland, Michigan – Board of Light and Power, a municipal utility with offices at 259 Kent Street, Portland, Michigan 48875 (“City”), and [Owner/Developer/Customer Name], of [address], Michigan [state] (“Customer”) on the terms and conditions set forth below.

This Agreement pertains to the following real estate and shall be referred to hereinafter as the “Customer Property” and/or “Premises”:

[Legal description + Property Tax ID No. + Address]

1. Purpose & Scope

The City will design, construct, install, own, operate, maintain, repair, and, if necessary, remove underground primary and secondary electrical distribution facilities (the “Facilities”) from the City’s nearest practical distribution main to the Point of Common Coupling (PCC) on Customer property. Each extension—including service upgrades—requires a separate signed agreement.

2. Customer Obligations

a. Permits & Easements

- Customer must secure, at no cost to City, all required permits and easements acceptable to City, including: legal descriptions, drawings, vegetation management rights, restoration obligations, construction access rights, and emergency access.
- If permits/easements are missing and extension must go through public ROW, Customer bears all related costs.

b. Construction Costs - Costs that will be billed to the Customer follow the Contribution-in-Aid of Construction schedule:

Item	Residential	General (Non-Res)
Primary trench (open cut)	\$10/ft	\$10/ft
Primary boring	\$25/ft	\$25/ft
Secondary trench	\$8/ft	\$8/ft
Secondary boring	\$21/ft	\$21/ft
Transformer	\$45/kVA single-phase; residential shared @7.5 kVA	\$45/kVA single-; \$200/kVA three-phase

- City provides first 75 ft of trench (primary or secondary) at no cost; all boring is charged to Customer.

- Application fee: **\$200**; refundable deposit **\$200** (refunded after 12 months of on-time payments).

c. Service Upgrades

- Upgrades (residential/general) charged per trench/boring schedule; Customer pays full cost for transformer, pedestal, pole, meter, or ancillary equipment.
- Application fee: **\$200**.
- Payment terms:
 - Customer shall pay at least fifty percent (50%) of the Estimated Cost Summary as summarized in Exhibit C upon execution of this System Extension Agreement by the parties.
 - The balance of remaining costs shall be considered due upon completion of the construction of the Facilities, with payment of not less than forty percent (40%) of the remaining balance required prior to energizing the Facilities.
 - The Customer shall pay all of the remaining balance within thirty (30) days of electric service initiation.

d. Marking Private Lines - Customer shall cause all private underground utilities (sprinklers, septic, drain fields) in the vicinity of the Facilities to be clearly marked with flagging. The City disclaims all liability for any damage to unmarked underground utilities, features, and/or facilities.

3. City Obligations

- The City retains full ownership of all Facilities installed by the City—no private ownership transfers.
- City to locate pad-mount, three-phase transformers within 25 ft of a drivable surface.
- City may elect to fund future extensions when revenue, safety, reliability, and load growth justify the capital expense, in the sole discretion of the City. In all other scenarios, the Customer is responsible for payment of the costs incurred for additional extensions as per Section 2.
- All work by the City shall be carried out professionally, with the goals of minimizing all potential safety risks as well as inconvenience to the Customer.

4. Access, Restoration & Emergency Maintenance

- Customer shall grant the City and its contractors a right of access and to ingress and egress the Premises for the period of time necessary to perform the installation, maintenance, testing, repair, replacement, vegetation trimming/removal, and emergency activities.
- Commercial, industrial and multi-family, multi lot residential developments shall require an Access Easement Agreement.
- Single family homes shall require a Residential Right of Access, Ingress and Egress Agreement.
- Customer shall maintain safe and accessible clearances around Facilities. The City may perform vegetation removal or trimming where clearance is insufficient or where otherwise necessary.
- The City agrees to restore disturbed portions of the Property to pre-construction conditions following the completion of any work performed under this Agreement. Restoration shall not include replacement of ornamental landscaping or non-essential structures located within the 15-foot clear zone around above ground utility infrastructure
- Except for emergencies, City will provide at least fourteen (14) days notice to Customer prior to major work.

5. Liability, Indemnity & Insurance

- The City shall use reasonable care to prevent damage to the Premises but shall not be liable or responsible for damage to unmarked private utilities.
- The Customer hereby agrees to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, and/or claim incurred or alleged to have occurred as a result of the City's actions, except for the City's own negligence or omissions.
- The City will maintain general liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence

6. Ownership, Transfer & Abandonment

- City retains ownership of all Facilities; no property rights are being or shall be transferred to Customer.
- Should the City elect to permanently remove the Facilities, the City may release the Easement referenced above via recorded document.

7. Assignment & Binding Effect

- The City may assign its rights under this Agreement only to another regulated utility or a successor entity under Michigan law.
- This Agreement and the terms, covenants, conditions, and agreements set forth herein shall run with the land, touch and concern the same, and are intended to and do burden the land subject hereto. The indemnification and hold harmless provisions herein shall survive any expiration or termination of the provisions hereof.

8. Governing Law & Severability

- Michigan law shall exclusively govern the interpretation and enforcement of this Agreement. Any action brought in regard to this Agreement shall be in a court of competent jurisdiction in Ionia County, Michigan.
- Should any provision be invalid, the remainder remains enforceable.

9. Notice

- Notices to Customer:
[Address]
- Notices to City:
City of Portland – Board of Light and Power
259 Kent Street
Portland, Michigan 48875
Attn: Superintendent

10. Entire Agreement

This written Agreement supersedes all prior discussions. No amendments are effective unless in writing and signed by both parties.

In Witness Whereof, the Parties have entered into this Agreement as of the effective date set forth above.

CUSTOMER:

Signature: _____

Name/Title: _____

CITY – BOARD OF LIGHT AND POWER:

Signature: _____

Name/Title: _____

Exhibit A – Legal Description of Customer Property

Exhibit B – Site Plan showing Point of Common Coupling & Easement

Exhibit C – Contribution-in-Aid & Estimated Cost Summary

Exhibit D – Access Easement Agreement or Residential Right of Access, Ingress and Egress Agreement



City of Portland Board of Light and Power



APPLICATION - NEW ELECTRIC SERVICE / SERVICE UPGRADES

THIS IS NOT A PERMIT. Additional permits and inspections may be required and are the responsibility of the customer.
ALL APPLICABLE FIELDS ARE REQUIRED.

Construction Contractor Information

Contractor Name _____

Phone _____ Cell Phone _____

Fax _____

Email _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Billing Information

Same as above

W9 Submitted (required if the billing customer is a business)

Customer Name _____

Phone _____ Cell Phone _____

Email _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Service Location

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip _____

Project Information

Project Name _____

Electrician _____

Phone _____ Cell Phone _____

Email _____

Development Type

- Single Family Duplex Triplex
- Apartments Condos Townhouse
- Accessory Dwelling Unit Multi-lot Mixed Use
- Unit Lot Subdivision Commercial/Industrial

Quantities

Number of Lots _____ Number of Buildings _____ Number of Units _____

Service Information

Structure New Building Service Upgrade

Description _____

Electric Type

- Temporary
- Permanent

Estimated Load

Amperage _____

Estimated Demand _____

All new and upgraded services are required to be underground with meter locations approved by the City of Portland - BLP

- Single Phase - 120/240V
- Three Phase - 120/208V
- Three Phase - 277/480V
- Three Phase - 7200/12470V
- I'm not sure and need help choosing.



I agree that the information on this application is correct to the best of my knowledge. I understand that any changes made to the above information or the attached documents may increase the time and costs required for the City of Portland - BLP to provide service to the project. I acknowledge that I understand and agree to the terms and conditions for Electric Services as established in the City of Portland Code of Ordinances.

Signature: _____

Date: _____ / _____ / _____

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-54

**A RESOLUTION APPROVING MANER COSTERISAN’S PROPOSAL
TO PROVIDE PROFESSIONAL AUDIT SERVICES**

WHEREAS, Maner Costerisan has submitted a proposal, a copy of which is attached as Exhibit A, to provide professional audit services for the fiscal years ending June 30, 2026, 2027 and 2028; and

WHEREAS, subparagraph b. of Section 12.404 E. of the City’s Purchasing Ordinance provides an exception to the competitive bidding requirements in the employment of professional services for auditing and accounting; and

WHEREAS, the City Manager and Finance Director are recommending that the Council approve their proposal; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves Maner Costerisan’s proposal, a copy of which is attached as Exhibit A, to provide professional audit services for the fiscal years ending June 30, 2026, 2027, and 2028.
2. All resolutions and parts of resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 2025

Monique I. Miller, City Clerk



2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912

☎ 517.323.7500

📠 517.323.6346

August 6, 2025

City of Portland
249 Kent Street
Portland, MI 48875

We are pleased to confirm our understanding of the services we are to provide City of Portland for the years ended June 30, 2026, 2027, and 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Portland as of and for the years ended June 30, 2026, 2027, and 2028. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Portland's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Portland's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Required supplementary pension schedules
4. Required supplementary other post-employment benefit schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of Portland's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Combining statements
2. Individual fund financial statements for the component unit (Downtown Development Authority)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Miscellaneous Statistical Data

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of City of Portland and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of City of Portland's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Other Services

We will also assist in preparing the financial statements and related notes of City of Portland in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Maner Costerisan and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maner Costerisan personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jordan E. Smith, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The fees for audit services will be as follows:

<u>Year Ending June 30,</u>	<u>City Financial Audit</u>	<u>DDA</u>	<u>Total</u>
2026	\$ 24,500	\$ 2,750	\$ 27,250
2027	26,000	3,000	29,000
2028	27,500	3,250	30,750

Our invoices for these fees will be rendered as work progresses and are payable on presentation. Past due amounts are subject to a service fee of 1.5% per month. In accordance with firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Third-party confirmation providers for certain financial institutions may invoice us for responding to confirmation requests and we will pass those costs through to you.

The cost schedule detailed above assumes that a Single Audit will not be required. Should a Single Audit be required, a revised engagement letter will be necessary to accurately describe the standards under which the audit will be performed. Major programs with additional eligible use categories are required to be audited under the Single Audit Act. For purposes of pricing the Single Audit, we would propose an additional fee of \$5,000 per additional eligible use category that incurred expenditures. This additional fee assumes that there will be only one major federal program included within the particular year's audit. If additional major federal programs are required to be audited under the Single Audit Act, there will be an additional charge of \$5,000 per additional eligible use categories per additional major federal program.

Because we are extremely interested in continuing to serve City of Portland and the fact that our audit team members have a great deal of experience working with similar entities, we are proposing a discount to our audit cost estimate. The price schedule detailed above is a firm price assuming City of Portland records are in reasonable condition and that we are provided reasonable staff assistance. If our team members spend more hours than the projected hours detailed above that are not due to unusual circumstances (i.e., unrecorded accruals, unbalanced records, improperly recorded activities, the state of the records being significantly different than what was stated, inadequate staff assistance, significant changes in auditing standards, etc.) then we will not bill for any amounts over the audit cost estimate. During the audit, we will spend approximately 20% more in fees than what is projected above, however, we will not bill you for that additional time, unless it exceeds the 20% amount which would be caused by circumstances such as those items listed above.

Our proposal is to provide City of Portland with auditing services, rather than accounting services. The cost schedule detailed on the previous page assumes that extensive journal entries to adjust the accounting records (i.e., bookkeeping) will not be required as part of the audit process. If auditor-proposed journal entries are required in order for the financial statements to be fairly presented in accordance with generally accepted accounting principles, we propose a per entry fee of \$200.

If additional procedures are necessary to assist with implementation or continuation of accounting standards (such as GASB Statement Nos. 68, 75, 87, 96, 101 or any other accounting standard impacting the financial statements of the City of Portland), such assistance is considered outside the scope of the audit and our fees will be based on the services rendered at our standard hourly rates. Creation of required schedules will be the responsibility of the City of Portland but if the City of Portland needs assistance to prepare any of the necessary supporting schedules, we will assist in this and we will perform these services at our standard hourly rates

In any year that City of Portland would like us to prepare the State of Michigan, F-65 Form, Form Act 51, or other state or federal required form, our fees will be based on the services rendered at our standard hourly rates.

Included as part of this agreement, refer to Addendum A and Addendum B.

Reporting

We will issue a written report upon completion of our audit of City of Portland's financial statements. Our report will be addressed to management and those charged with governance of City of Portland. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Portland is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to City of Portland and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Maney Costeiran PC

RESPONSE:

This letter correctly sets forth the understanding of City of Portland.

By: _____

Title: _____

Date: _____

To: Maner Costerisan

After considering the qualifications of the accounting personnel of City of Portland we believe they have the qualifications and abilities to generate financial statements, including the required footnotes, in accordance with U.S. generally accepted accounting principles. However, for convenience and other issues, we may contract with you to prepare our financial statements.

Signature: _____

Title: _____

Date: _____

ADDENDUM A: MANER COSTERISAN PC'S TERMS AND CONDITIONS

Overview

This addendum to the engagement letter describes our standard terms and conditions (“Terms and Conditions”) related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (“Agreement”). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to “firm,” “we,” “us,” or “our” is a reference to Maner Costerisan, and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services.

Billing and Payment Terms

We will bill you for our professional fees as noted above. Payment is due within 30 days of the date on the billing statement. If payment is not received by the due date, you will be assessed interest charges of 1.5% per month on the unpaid balance. You have 30 days from the invoice date to review the invoice and to communicate to us, in writing, any disagreement with the charges, after which you waive the right to contest the invoice.

We reserve the right to suspend or terminate our work for non-payment of fees. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we shall not be liable for any damages you may incur as a result of the work stoppage.

Termination and Withdrawal

Either party may terminate this Agreement at any time, and we reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, if there is disagreement with our recommendations, or disclosures to be made. In addition, we reserve the right to terminate the relationship if applicable professional standards require our withdrawal for any other reason. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Client Portals

We will utilize Suralink, a collaborative, virtual workspace in a protected, online environment. Suralink permits real-time collaboration across geographic boundaries and time zones and allows Maner Costerisan and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use Suralink, you may be required by the provider of Suralink to execute a client portal agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of Suralink and agree to indemnify and hold us harmless with respect to any and all claims arising from your misuse of Suralink.

Maner Costerisan is not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by Maner Costerisan.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Third-Party Service Providers or Subcontractors

We may use a third-party service provider to assist us where necessary to help provide professional services to you or support the needs of our firm. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.

By accepting the terms and conditions of our engagement, you consent to the disclosure of your confidential information to third-party service providers, if such disclosure is necessary to deliver professional services to you or provide support services to our firm. In certain circumstances, we may require a separate written consent from you before your information is transmitted to a third party.

Records Management

Record Retention and Ownership

We do not accept original records and documents. Electronic versions of original records and documents should be provided to us through the secure portal noted above. These copies of your records and documents are solely for our documentation purposes and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days (unless otherwise stated). Professional standards preclude us from being the sole repository of your original data, records, or information.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. A copy of our record retention policy is available upon request.

Our firm destroys workpaper files after a period of eight years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal, and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e., information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We treat all client information, including PII, as confidential and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You agree to only provide us with information, including PII, that is necessary for us to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. We may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer to you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

Newsletters, updates, explanations of technical developments or similar communications to you we may periodically send to you are strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Mediation

This agreement shall be governed by the laws of the State of Michigan. If a dispute arises out of the engagement described herein and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If mediation is unsuccessful and either party resorts to litigation, the claims must be asserted in court within one year of the date of the service at issue and be brought in the Ingham County Court which will have exclusive jurisdiction over the dispute.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute related to our billing and/or invoices.

Limitation of Liability

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

Limitation of Damages

Notwithstanding anything to the contrary in this agreement, Maner Costerisan shall not be liable for any lost profits, indirect, special, incidental, punitive, consequential, or similar damages, to the extent such damages may be lawfully limited or excluded, of any nature even if we have been advised by you of the possibility of such damages.

Indemnification of Maner Costerisan PC

Unless otherwise stated in the Agreement, you agree to indemnify, defend, and hold harmless Maner Costerisan and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of Maner Costerisan.

Designation of Venue and Jurisdiction

In the event of a dispute, the courts of the state of Michigan shall have jurisdiction, and all disputes will be submitted to the state of Michigan, which is the proper and most convenient venue for resolution. We also agree that the law of the state of Michigan shall govern all such disputes.

Timing for Disputes

You agree that any claim arising out of this Agreement shall be commenced within 12 months after performance of our service, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Maner Costerisan.

Insurance

Maner Costerisan shall, during the term of the engagement and for three years after termination of same by either you or us, maintain in full force and effect, accountants professional liability and cyber liability insurance coverage from an insurer or insurers licensed to conduct business in the state of Michigan. Premiums for said insurance policy shall be paid by Maner Costerisan.

Upon your written request, Maner Costerisan shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate, as required by you.

Independent Contractor

When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Maner Costerisan, and no partner, principal, employee, or agent of Maner Costerisan shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Terms and Conditions Addendum shall survive termination of the Agreement: Limitation of Liability, Limitation of Damages, Indemnification, and Statute of Limitations.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Other

During the term of this engagement and for a period of one year thereafter, neither party shall directly or indirectly, solicit for employment or for engagement as an independent contractor, or encourage leaving their employment or engagement, any employee or independent contractor of the other party. For the avoidance of doubt, general advertisements for employment and responses thereto, shall not be deemed a violation of the paragraph. The parties agree that any breach of this paragraph would damage the other party in an amount difficult to ascertain with certainty, and that in the event that either party breaches this provision resulting in the other party losing the services of an employee or independent contractor for any period of time, the breaching party shall pay to the other party an amount equal to the annual rate of compensation (paid by the non-breaching party for the immediate prior calendar year) of the applicable employee or independent contractor.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

If reproduction or publication of financial statements audited by us, or any portion thereof, is intended, it is our policy that any master of printer's proofs be submitted to us for review prior to publication.

We will continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary. However, the performance of each audit is a separate and severable engagement. Each separate engagement shall be deemed complete and Maner Costerisan will not have a continuing responsibility to perform additional services with respect to that completed engagement when we present to you the final audit report that relates to any given year.

Our audit report on the financial statements to be issued pursuant to this engagement is for your use. If it is your primary intent that our report will benefit or influence a third-party user, we must be informed prior to the beginning of the annual audit engagement.

Entire Agreement

This Agreement, including this *Terms and Conditions Addendum* and any other attachments, encompass the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties. This Agreement has been entered into solely between you and Maner Costerisan, and no third-party beneficiaries are created hereby.

ADDENDUM B: NON-ATTEST SERVICES

As part of the audit engagement, you have requested our assistance with the following services. *Government Auditing Standards* considers these services as “non-attest” or “non-audit” services. Management is required to review, approve, and accept responsibility for any non-audit services we may perform.

- Preparation of the financial statements, including the related notes, required and additional supplementary information.
- Calculation of the provision for depreciation, if applicable.
- Assistance with the preparation and submission of audit financial information required by law or regulations.
- Assistance with, or the preparation of, year-end adjusting journal entries and workpapers.
- Access to a secure website to exchange information electronically.
- Assistance with the preparation of other financial reporting required by law or regulation (i.e., Forms F-65, Act 51, 5572, and Qualifying Statement).



Report on the Firm's System of Quality Control

July 31, 2023

To the Principals of Maner Costerisan PC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Maner Costerisan PC (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maner Costerisan PC in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Maner Costerisan PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads 'Reilly, Penner & Benton LLP'.

Reilly, Penner & Benton LLP

Reilly, Penner & Benton LLP

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PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-55

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) REPLACEMENT RADIOS FOR THE WATER AND WASTEWATER UTILITIES

WHEREAS, the City of Portland operates water and wastewater utility systems to provide safe, reliable, and efficient services to residents and businesses; and

WHEREAS, the Supervisory Control and Data Acquisition (SCADA) radios is an essential operational tool used to monitor and control water and wastewater facilities in real time, ensuring compliance with state and federal regulatory requirements; and

WHEREAS, the SCADA system's associated communication radios are nearing or have reached the end of their usable service life, resulting in increased maintenance costs, reduced reliability, and potential operational risks; and

WHEREAS, the replacement and upgrading of SCADA radios will improve system performance, reliability, and cybersecurity, as well as reduce downtime and enhance operational efficiency; and

WHEREAS, the City's water and wastewater utilities have funds available in various line items in the approved Fiscal Year 2025-2026 budget for the purchase and installation of SCADA replacement radios; and

WHEREAS, the City Manager and Public Works Director are recommending that Council approve the agreement with UIS SCADA in the amount of \$35,450 for the replacement purchase and installation of Supervisory Control and Data Acquisition (SCADA) radios; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the agreement with UIS SCADA, a copy of which is attached as Exhibit A, in the amount of \$35,450 for the purchase and installation of Supervisory Control and Data Acquisition (SCADA) replacement radios for the water and wastewater utilities.
2. All resolutions and parts of the resolution are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 2025

Monique I. Miller, City Clerk



Date July 10, 2025	Customer City of Portland	To Rod Smith
Description Motorola RTU Radio Replacement		
Quote # 251188		
Estimator Ken Wesley	Email ken.wesley@teamuis.com	

Scope of Work	Cost
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Water System Motorola RTU Radio Replacement	
Furnish and install one (1) NextGen digital data radio at each of the following locations: Well 4, Well 6, Well 7, Hill Water Tower, South Water Tower, and DPW FIU.	
Provide necessary Motorola RTU programming.	
Provide startup services.	
Water System Total	\$21,270.00

WWTP & Lift Station Motorola RTU Radio Replacement	
Furnish and install one (1) NextGen digital data radio at each of the following locations: WWTP, Canal Lift Station, Riverside Lift Station, and Rindelhaven Lift Station.	
Provide necessary Motorola RTU programming.	
Provide startup services.	
WWTP & Lift Station Total	\$14,180.00

Notes:

Both the Water System and WWTP/Lift Station radios share the same radio FCC frequency and require replacement as one project.

This scope of work is to replace the existing installed radios that are no longer supported or available for purchase.

Project Total:	\$35,450.00
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UIS SCADA Approved by  Date July 10, 2025

Please make Purchase Orders/Subcontracts out to: UIS SCADA, Inc. and reference Quote #251188

Client Acceptance when the Client will not be providing a PO or Contract to UIS SCADA, Inc.			
Client authorizes Utilities Instrumentation Service, Inc. to proceed with the work and agrees to comply with the attached Terms and Conditions.			
Client Acceptance	_____		
Signature			
_____	_____	_____	_____
Name	Title	Date	

Exclusions and Clarifications

Team UIS
 2290 Bishop Circle East
 Dexter, MI 48130
 (734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power
Utilities Instrumentation Service-Ohio

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday, unless specified otherwise.

Our price is valid for thirty (30) days, after which time UIS SCADA, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA, Inc.

Team UIS - TERMS AND CONDITIONS

1. Offer. These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Client under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services – Ohio, LLC., UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Team UIS"). These Terms are incorporated into each Order Confirmation issued by Team UIS to a Client of such products or services ("Client"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Client after the Client has submitted an order to Team UIS. The Order Confirmation constitutes Team UIS's offer to the Client identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.

2. Acceptance. A contract is formed when Client accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement and shall not include any terms and conditions contained in Client's purchase order or similar document. Notwithstanding any contrary provision in Client's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Team UIS shall not constitute acceptance of Client's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.

3. Prices. Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging, or transportation charges; and (b) prices do not include any applicable taxes.

4. Payment Terms. Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Team UIS's invoice. Credit and delivery of Products shall be subject to Team UIS's approval. The Client shall pay Team UIS for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Client disputes any portion of an invoice, the Client shall notify Team UIS, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such notification shall constitute acceptance of the invoice as submitted. If Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Team UIS may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate the Order Confirmation. Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its affiliates any amounts due or to become due to Team UIS or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.

5. Shipping and Delivery. All sales of Products are F.O.B. Team UIS's plant unless otherwise specified in the Order Confirmation. Responsibility of Team UIS shall cease upon delivery to and receipt of the Products by a common carrier at which point Client will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Client's accelerated delivery schedules shall be the responsibility of Client. Deliveries of orders placed by Client may be changed, deferred or canceled only upon specific agreement in writing by Team UIS and Team UIS may condition such agreement upon Client's assumption of liability and payment to Team UIS for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Team UIS is liable by reason of commitments made by Team UIS to its suppliers; and (c) any other loss, cost or expense of Team UIS as a result of such change, deferral or cancellation.

6. Proprietary Materials. Team UIS shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible (including software and SaaS Services), furnished by Team UIS in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Team UIS in connection with an Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses. Team UIS does not grant to Client any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. SaaS Services. A. Team UIS will provide Client with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Client's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Client shall ensure that Authorized Users are registered in the SaaS Services with a unique User ID and a unique password. For purposes of this Agreement, "Authorized Users" means individuals who are authorized to use the SaaS Services pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Confirmation, for whom subscriptions to SaaS Services have been procured, and who have been supplied user identifications and passwords by Client (or by Team UIS at Client's request). Authorized Users may include Clients' employees and Clients' agents and third-party contractors and their employees authorized by Client and/or approved by Team UIS to access the SaaS Services. B. Client is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Authorized Users may only use the SaaS Services during the term of the applicable Order Confirmation. C. Except as otherwise explicitly provided in this Agreement, Client and its Authorized Users will not, and will not permit third parties to: (a) use the SaaS Services except as expressly authorized in this Agreement; (b) access or use the SaaS Services to circumvent or exceed the applicable restrictions; (c) use any device, software, or routine that interferes or disrupts any application, function, or use of the SaaS Services; (d) copy, modify, translate, transmit, reproduce, distribute, republish, display, frame, or mirror the SaaS Services, except as permitted by this Agreement; (e) decompile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Services or any part of the SaaS Services or otherwise attempt to discover any source code or create derivative works of the SaaS Services or any part of the SaaS Services; (f) rent, lease, resell, sublicense, or otherwise permit third parties to access or use the SaaS Services; (g) use the SaaS Services to provide services to third parties (e.g., as a service bureau or to otherwise provide data processing services to third parties); (h) circumvent or disable any security or other technological features or measures of any SaaS Services or any part of the SaaS Services; (i) use the SaaS Services to build a similar or competitive product or service; (j) create user accounts under false or fraudulent pretenses; (k) except as provided in an Order Confirmation, create shared or generic identifications and passwords to any SaaS Services; (l) use the SaaS Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (m) use the SaaS Services to send or store viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (n) access the SaaS Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (o) remove, alter or obscure any of the intellectual property rights notice(s) or restrictive legend(s) embedded in or that Team UIS otherwise provides with the SaaS Services; (p) interfere with or disrupt the integrity or performance of the SaaS Services; or (q) obtain unauthorized access to the SaaS Services (including without limitation permitting access to or use of the SaaS Services via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users). D. Client shall at all times: (a) provide Team UIS with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Team UIS in order to provide the SaaS Services, including, but not limited to, providing Client materials and security access, information, and software interfaces to Client's business applications; (b) provide such personnel assistance as may be reasonably requested by Team UIS from time to time; and (c) carry out in a timely manner all other Client responsibilities set forth in this Agreement. In the event of any delay in Client's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Client, Team UIS may adjust its performance as reasonably necessary to account for such delays.

E. Client is responsible for complying with any applicable laws relating to its or any Authorized User's use of the SaaS Services including, without limitation, all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines. Without limiting the generality of the foregoing, Client is solely responsible for: (a) ensuring that Client and Team UIS, acting on Client's behalf, have the right to collect, use and share Client any personal data and related materials via the SaaS Services; and (b) providing adequate notice to, and obtaining any necessary consents as required under applicable laws, with respect to the Client materials and Client intellectual property collected, used and shared by Client, or by Team UIS on Client's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Client or any Authorized User shall not use the SaaS Services to collect, upload, retrieve, transmit, send, or store (i) any information that could directly identify a person, including, without limitation, government issued ID numbers, individual medical or health information (including protected health information under HIPAA), individual financial information, an individual's name (last name plus first name or first initial), or birth date; (ii) security codes, passwords, credit or debit card numbers; (iii) any data that falls under the sensitive or special data definitions of any applicable privacy law or self-regulatory principle; or (iv) any data collected from sites directed to children under the age of sixteen (16) or from children whose age Client knows to be under sixteen (16) in violation of applicable law. Team UIS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Client materials or Client intellectual property that violate any of the terms of this Agreement or any applicable law. F. In connection with the operation of the SaaS Services, Team UIS may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Client hereby irrevocably authorizes Team UIS to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Team UIS will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Team UIS or the SaaS Services. G. Client or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Client or any Authorized User provides any Feedback to Team UIS, orally or in writing, Client hereby grants to Team UIS and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. H. Team UIS may immediately suspend the SaaS Services if Team UIS reasonably determines that the Client is not materially complying with this Agreement, or Client is using the SaaS Services in a manner that could cause damage to Team UIS's business or reputation, or otherwise reflect unfavorably upon Team UIS, its affiliates, or its partners. Team UIS shall notify the Client promptly following any such suspension taking effect.

9. Design. Team UIS is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Team UIS as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

Team UIS
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power
Utilities Instrumentation Service-Ohio

10. Warranty. (a) Team UIS warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Client understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Team UIS. Team UIS makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Team UIS may, at its sole election, and as Client's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Client shall hold and make available for inspection and testing by Team UIS all Products claimed by Client to be defective. (b) Services provided by Team UIS under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. (c) THE TEAM UIS DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY CLIENT AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TEAM UIS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

11. Liability Limitation. Specific performance shall not be available to Client as a remedy in connection with Team UIS's providing of the Products and/or Services. Monetary damages against Team UIS shall be limited to the dollar amount charged to Client for the applicable order placed by Client and accepted by Team UIS for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from any cause whatsoever, including without limitation: (a) any order placed by Client and accepted by Team UIS or Team UIS's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL TEAM UIS BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON TEAM UIS ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY TEAM UIS AND SPECIFICALLY REFERENCING THIS SECTION.

12. Insurance. Team UIS has in effect commercial general liability, umbrella, cyber, workers compensation, employer's liability, and automobile insurance coverage. A certificate of insurance is available upon request. Customer shall have property and course of construction/builder's risk insurance for the full value of the site including any improvements made pursuant to this Contract and will provide Team UIS with proof of insurance upon request.

13. Termination. In the event that Client fails to perform any of its obligations stated in the Agreement, including the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Team UIS specifying such breach, the Team UIS may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Team UIS: (a) Team UIS shall be relieved of any further obligation to Client (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Client shall be liable to Team UIS for the immediate payment of amounts then billed to date by Team UIS to Client; (c) Client shall purchase and pay Team UIS immediately for all raw materials, components, work in process and finished goods acquired by Team UIS in connection with the Order Confirmation and/or any related purchase orders; and (d) Client shall immediately reimburse Team UIS for all other loss, cost or expense of Team UIS as a result of the termination of the Order Confirmation or any related purchase order.

14. Right of Entry. If applicable, Client shall provide for Team UIS's right to enter the property owned by the Client and/or others in order for Team UIS to perform the Services in the Order Confirmation. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Team UIS and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

15. Force Majeure. Team UIS shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, pandemics, acts of terrorism or war, or acts by third parties, failure of Client to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Team UIS's obligations under the Order Confirmation and any related purchase order shall be suspended and Team UIS shall not have any obligation to provide Client with Products or Services from other sources or to pay or reimburse Client for any additional costs to Client of obtaining substitute Products or Services, nor shall Team UIS be liable for any damages to Client arising from or related to a Force Majeure Event.

16. Governing law. The contract shall be governed by the laws of Michigan

17. Employee Solicitation. Employee Solicitation. Client agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Team UIS directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Team UIS regardless of the circumstances surrounding employee's cause of termination of employment.

18. Indemnification. Client holds harmless, indemnifies, and will defend Team UIS and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, fines and related losses including attorney's fees and expenses to the extent directly or indirectly caused by Client's (including those acting on behalf of Client) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the Agreement between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Team UIS's negligence. Liability per above is not limited by limits of workers compensation coverage.

19. Survival/Entire Agreement/Waiver/Applicable Laws. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order. The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Team UIS and Client with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Team UIS. Waiver by Team UIS of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Team UIS, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Team UIS of any right. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.

20. Electronic Signature. THE CONTRACT MAY BE SIGNED OR ACCEPTED ELECTRONICALLY, CONVEYING CUSTOMER'S ACCEPTANCE. COMPLIANCE WITH THE CONTRACT THROUGH ELECTRONIC MEANS INCLUDING, BUT NOT LIMITED TO, EMAIL ACKNOWLEDGEMENT, AND CUSTOMER'S ELECTRONIC SIGNATURE WILL BE DEEMED VALID AND BINDING. IF CUSTOMER CONTESTS THE VALIDITY OF THE CONTRACT BASED ON THE MEANS OF ELECTRONIC OR OTHER FORM OF EXECUTION OR ACCEPTANCE BY THE PARTIES AND THE CONTRACT IS HELD BY A COURT OR ARBITRATOR TO BE VALID, THE CUSTOMER SHALL PAY THE ATTORNEYS' FEES AND EXPENSES OF TEAM UIS ARISING FROM THE CUSTOMER'S CONTEST OF THE CONTRACT'S VALIDITY.

21. Escalation. Any material that has been quoted as a part of this project is calculated based upon current prices. The market for these materials is volatile, and sudden price increases could occur. Team UIS agrees to use its best efforts to obtain the lowest prices possible from our suppliers. However, should there be an increase in the price of materials that are purchased after the execution of contract Team UIS reserves the right to adjust the contract for the increase. Team UIS will provide timely written notice to the Client if this were to occur.

22. Postponement. In the event that the Client postpones the project, Team UIS reserves the right to charge the Client for costs incurred that will cause the project to exceed the original cost estimate. Team UIS will provide timely written notice to the Client if this were to occur.

23. Cancellation. In the event that the Client cancels the work once the work has been scheduled by Team UIS, Team UIS reserves the right to charge the Client as follows:

# of Days Prior to Scheduled Work	Cancellation Fee (% of Contract)
30	5.00%
15	7.50%
7	10.00%
3	15.00%

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-56

A RESOLUTION ENTERING INTO CLOSED SESSION PURSUANT TO SECTION 8(H) OF THE OPEN MEETINGS ACT TO CONSIDER AN ATTORNEY-CLIENT PRIVILEGED MEMORANDUM EXEMPT FROM DISCLOSURE UNDER SECTION 13(1)(G) OF THE FREEDOM OF INFORMATION ACT

WHEREAS, the City Manager recommends that the City Council enter into closed session pursuant to Section 8(h) of the Open Meetings Act to consider an Attorney-Client Privileged Memorandum on the Agreement for Recreation Services.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council enter into closed session pursuant to Section 8(h) of the Open Meetings Act to consider an Attorney-Client Privileged Memorandum on the Agreement for Recreation Services.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 18, 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. 25-48

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR AND CLERK TO SIGN A RECREATION SERVICES
AGREEMENT WITH EAGLE TOWNSHIP**

WHEREAS, the City of Portland is committed to promoting health, wellness, and quality of life for the public through recreation programs; and

WHEREAS, the City Council recognizes the value of regional partnerships and cooperative efforts that expand access to recreation opportunities while preserving the City's ability to recover appropriate costs; and

WHEREAS, the City may enter into intergovernmental or service agreements with neighboring municipalities pursuant to applicable state law [e.g., Michigan Public Act 35 of 1951, as amended]; and

WHEREAS, City staff has visited and engaged our participating neighboring communities to express and outline the desire for a more formalized revenue structure for recreation services to enhance and sustain the recreation programming offered; and

WHEREAS, the City desires to formalize an agreement for recreation services for the Parks and Recreation Department to offer services, programming, and facility access to non-resident participants or communities under clearly defined terms;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves, authorizes, and directs the Mayor and Clerk to sign the Recreation Services Agreement with Eagle Township which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 4, 2025

Monique I. Miller, City Clerk

AGREEMENT FOR RECREATION SERVICES

This Agreement (Agreement) is effective as of the 1st day of July 2025 (“Effective Date”), by the City of Portland, (City) whose address is 259 Kent Street, Portland, Michigan, 48875, and Eagle Township, (Township) whose address is 14318 Michigan St, Eagle, MI 48822 (collectively, the “parties” and individually, a “party”).

WHEREAS, the Township is authorized to provide recreation services to its residents; and

WHEREAS, the City of Portland operates a Recreation Department used by residents of Eagle Township to supplement the Township’s Recreation program; and

WHEREAS, the Township desires to enter into an agreement with the City of Portland to allow Township residents to use the Recreation Programs.

THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Recreation Service Agreement is to secure the provision of additional Recreation service options from the City of Portland for the residents of Eagle Township.

2. Provision of Recreation Department. During the term of this Agreement, the City of Portland agrees to allow all Eagle Township residents to use the Recreation Services, offered by the City of Portland to City residents and at the same rate charged to City residents. City Recreation Services may include but are not limited to City personnel and officials, use of City equipment, and utilization of City property.

3. Hold Harmless. To the extent permitted by law, and except for the negligence or willful misconduct of City, its employees, and/or agents, the Township agrees to defend, indemnify, and hold City harmless from any and all liability arising out of or in any way related to the Township’s use and receipt of Recreation Services provided by City employees’ and agents’ in the performance of Recreation Services during the term of the Agreement, including any liability resulting from intentional or reckless acts

4. Term; Termination. The term of this Agreement shall be one year, beginning July 1, 2025, and ending on June 30, 2026. The Agreement may be terminated upon 30 days’ written notice by either party.

5. Consideration. As consideration, the Township agrees to pay the City of Portland \$2,500. The Township shall pay the City of Portland within 60 days of the Effective Date.

6. Amendment. This Agreement may be amended only by execution of a written amendment signed by duly authorized representatives of the parties.

7. Severability. If any part of this Agreement is held to be invalid or unenforceable under the laws of any jurisdiction where this Agreement is to be performed or sought to be enforced, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided, however, that such remaining provisions effectuate fully the intent of the parties as manifested herein.

8. Governmental Immunity. By signing this Agreement, neither the City nor the Township waives its governmental immunity nor any defenses available to it or its elected or appointed officers, employees, agents, or volunteers under Michigan law.

9. Prohibition against Discrimination. The parties agree that in carrying out the terms of this Agreement that they shall not deny any person the equal protection of the laws; nor shall the parties deny any person the enjoyment of his or her civil rights or discriminate against any person because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. The parties further acknowledge and agree that its breach of this paragraph shall be a material breach of this Agreement.

10. Applicable Law and Venue. The parties shall comply with all applicable laws in performing services under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Michigan, in the Courts of Ionia County.

11. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the services contemplated herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, with regards to such services.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

WHEREFORE, the parties having read and understood the foregoing provisions of this Agreement acknowledge their intent to be bound by the terms as evidenced by the signatures of their respective representatives below.

EAGLE TOWNSHIP



Troy Stroud, Supervisor

Date: 7/17/25

CITY OF PORTLAND

James E. Barnes, Mayor

Date: _____

Monique Miller, Clerk

Date: _____

A	B	C		D	E		F		G	H	
		2024 Annual Report			2025-2026 Budget		Amount Requested			Amount Requested Rounded Down	
Entity	GL Revenue	Participation %	Adjusted %	\$	\$	\$	50%	20%			
City of Portland	208.000.699.101	27%	33%	\$	153,760.00	\$	76,880.00				
Portland Township	208.000.640000	20%	24%	\$	50,018.31	\$	25,009		\$		32,000
Danby Township	208.000.636000	17%	20%	\$	37,050.60	\$	18,525		\$		18,500
Eagle Township	208.000.635000	7%	8%	\$	31,493.01	\$	15,747		\$		15,500
Orange Township	208.000.638000	4%	5%	\$	12,967.71	\$		2,594	\$		2,500
Lyons Township	208.000.637000	3%	4%	\$	7,410.12	\$		1,482	\$		1,400
Sebewa Township	208.000.647000	5%	6%	\$	5,557.59	\$		1,112	\$		1,000
		83%	100%		9,262.65	\$		1,853	\$		1,800
Other		17%									
		100%									

Goal

Over 10% participation pays 50% of the expenses

>10% participation pays 20% of the expenses

Explanation:

Each entity has a participation level shown in column C. The total is only 83%. The "Other" 17% is made up of multiple other surrounding cities (Lansing, Westphalia, etc.)

Column D converts the 83% to 100%

Column E shows the budget for 25-26 fiscal year, and multiplies column D by the total budget

Column F and G is the percentage requested based on participation percentage. If the participation (Column D) is less than 10% the request is 20% and if Column D is over 10% the request is 50%.

Column H is the amount requested, rounded down to create nice even numbers. Please note, the City of Portland is currently paying more than the recommended amount to account for the smaller townships that are paying the 20% instead of 50%.

Column E is the Total Recreation Budget. Approximately half is covered by participation fees and we are looking to get supplementation for the other portion.

Please let us know if you have any questions: 517-647-2933 or citytreasurer@portland-michigan.org

City of Portland
Synopsis of the Minutes of the August 4, 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; Police Chief Thomas; Police Officer Helms

First Reading of Ordinance 101N to establish a procedure for applying for new utility service and applying certain rates and charges as appropriate to apportion the relative costs of the extension of service.

Resolution 25-49 approving the purchase of six Kenwood 800 MHz radios for the Ambulance Department.

All in favor. Approved.

Resolution 25-50 approving the purchase of Kerite underground conductor cable from Resco for the Grant Street Substation Project.

All in favor. Approved.

Resolution 25-51 approving HydroCorp's proposal to provide a Cross-Connection Control Program.

All in favor. Approved.

Resolution 25-52 appointing an Officer Delegate to represent the City at the 2025 MERS Conference.

All in favor. Approved.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:27 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



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, August 4, 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; Police Chief Thomas; Police Officer Helms

Guests: Kathy Parsons

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

Motion by VanSlambrouck, supported by Sheehan, to approve and revise the agenda to exclude Item B under New Business.

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Mayor Barnes noted DDA Director ConnerWellman was unable to attend the meeting due to health issues so won't be presenting the Downtown Report. He noted the Brews & Pours event will be held Saturday, August 9, 2025.

There was no Public Comment

Under City Manager Report, City Manager Dymczyk reported the intersection at Kent St. and Grand River Ave is now open. Crews will be on site Thursday, August 7, to complete the sewer and manhole lining, which is the last portion of the Wastewater System Improvements Project to significantly impact traffic. Work on the plaza at 103 E. Grand River Ave. will begin once this project is complete.

City Manager Dymczyk also provided information on zoning/code efforts, networking opportunities, and upcoming safety meetings.

Under New Business, the Council held the First Reading of Ordinance 101N to establish a procedure for applying for new utility service and applying certain rates and charges as appropriate to apportion the relative costs of the extension of service.

The Council considered Resolution 25-49 to approve the purchase of six Kenwood 800 MHz radios, in the amount of \$24,770.74, for the Ambulance Department. The current radios are approximately 34 years old and need replacement.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 25-49 approving the purchase of six Kenwood 800 MHz radios for the Ambulance Department.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

City of Portland
City Council Minutes – August 4, 2025

Nays: None
Adopted

The Council considered Resolution 25-50 to approve the purchase of Kerite underground conductor cable from Resco, for the estimated cost of \$137,760.00, for the Grant Street Substation Project. Kerite conductor cable is recommended due to its proven performance, product longevity, and system reliability.

Motion by Fitzsimmons, supported by Sheehan, to approve Resolution 25-50 approving the purchase of Kerite underground conductor cable from Resco for the Grant Street Substation Project.

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

The Council considered Resolution 25-51 to approve HydroCorp's proposal, in the amount of \$14,366.50, to provide a Cross-Connection Control Program.

Motion by Sheehan, supported by Fitzsimmons, to approve Resolution 25-51 approving HydroCorp's proposal to provide a Cross-Connection Control Program.

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

The Council considered Resolution 25-52 to appoint Tammy Meyers as City's Officer Delegate for the MERS Conference, October 16-17, 2025, at the Grand Traverse Resort.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 25-52 appointing an Officer Delegate to represent the City at the 2025 MERS Conference.

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

Motion by Johnston, supported by Sheehan, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on July 21, 2025, payment of invoices in the amount of \$229,335.52 and payroll in the amount of \$184,669.96 for a total of \$414,005.48. Purchase orders to MAAG Transport in the amount of \$5,000.00 for brush clearing, Timber Tree Services in the amount of \$5,600.00 for tree removal and tree trimming, BS&A Software in the amount of \$6,225.00 for Annual Software Services, Timber Tree Services in the amount of \$6,225.00 for tree removal and tree trimming, West Michigan Powder Coating in the amount of \$15,000.00 for cemetery fence restoration, and Clery Fence in the amount of \$28,657.00 to replace a ballfield fence at Bogue Flats were also included.

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

Under City Manager Comments, City Manager Dymczyk noted the memo included in the Communications from Electric Superintendent Davlin, dated June 19, 2025, related to the antenna that was a point of discussion at the DDA Board Meeting as it was related to key fobs. The antenna was not attached to anything; therefore, it could not contribute to the key fobs not working.

Mayor Barnes noted the memo was address to City Manager Dymczyk and Merry Hass, who with her husband, own the property at 147 Kent St. where the antenna is located. Mayor Barnes noted there were misstatements made that indicated the antenna was associated with the key fob issue and that the Hasses refused to take it down. He clarified those to be incorrect and thanked the Hasses for their patience.

City of Portland
City Council Minutes – August 4, 2025

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck noted how nice it is to have the intersection at Kent St. and Grand River Ave. open again.

Council Member Sheehan noted she is happy to see the cemetery fence being restored. She further reminded residents that school will be starting soon and to keep an eye for children walking to and from school.

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

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Meeting adjourned at 7:27 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

DRAFT



FLEIS & VANDENBRINK

2960 LUCERNE DRIVE SE, GRAND RAPIDS, MI 49546
OFFICE: 616.977.1000 | FAX: 616.977.1005

Invoice

Mindy Tolan
City of Portland
259 Kent Street
Portland 48875

August 07, 2025
Project No: 840730
Invoice No: 74566

Project 840730 Portland - Divine Highway Bridge

Services included: Environmental Clearance, TS&L Design, Hydraulic Modeling, Mussel Survey.
For professional services rendered for the period July 01, 2025 to July 26, 2025

Professional Services

	Hours	Billing	
Total	111.75		18,516.00
Reimbursable Expenses			
Expenses		392.88	
Subconsultants		2,200.00	
Total		2,592.88	2,592.88
		Total this invoice	\$21,108.88

*Thank you for your business, it is sincerely appreciated.
If there are any questions regarding this invoice or the services provided, please contact us.*

Terms: Net 15 days

City Of Portland
Water Department
Monthly Water Report
July 2025

Monthly Water Production

Well #4	6,777,000 Gallons
Well #5	0 Gallons
Well #6	7,433,000 Gallons
Well #7	0 Gallons

Daily Water Production

Well #4	218,612 Gallons
Well #5	0 Gallons
Well #6	239,774 Gallons
Well #7	0 Gallons

Daily Average Water Production for All Wells 458,386 Gallons

Total Water Production for the Month 14,210,000 Gallons

Total Water Production for the Previous Month 14,088,000 Gallons

Total Production increased by 122,000 Gallons

Total Production for This Month from the Previous Year 14,142,000 Gallons

Total Production decreased by 68,000 Gallons

Rodney D. Smith Jr.
Water Technician

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
AUGUST 12, 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)
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Request Approval for Amendment#2 to Agreement with Michigan Department of Health and Human Services- Haleigh Leslie/Brenda Ingersoll (Increase rollover for unused Grant Funds from the previous fiscal year 25 and have been approved to use in fiscal year 26)
 - B. Request to create a new full-time In-Home Aide/Direct Care Worker position – Carol Hanulcik
 - C. Request for signatures on Contact No 61.54-FY26.1 and Business Associate Agreement with AAAWM for fiscal year 2026 and update Authorization of Signature document – Carol Hanulcik
 - D. Request to Accept Quote for Loader Rental Agreement – Linda Pigue
 - E. Request to Accept Quote for Mastic Material – Linda Pigue
 - F. Request to Accept Quote for Hoop Barn – Linda Pigue
 - G. Approval of Bids for Waste Haulers – Melissa Eldridge
 - H. Request Approval of Amendment to the Recycling Infrastructure Grant – Chad Shaw/Melissa Eldridge
 - I. Request Approval of Proposed Medical/Maternity Policy – Chad Shaw/Priscilla Walden
 - J. Resolution to designate the Building Official of Ionia County- Nick Keck

IX. Department Reports

- A. Building Department
- B. Animal Control

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**
- **Land Bank Authority**
- **Mid-West Michigan Trail Authority- Ionia County Representative**

Appointments for consideration in the month of August 2025:

- **Substance Use Disorder Oversight Policy Board**

Appointments for consideration in the month of September 2025:

- **Commission on Aging Board**

Monthly Report

July Activity

- 911 Calls— **2658**
- Administrative Calls— **5563**
- Text to 911— **20**
- 911 Hang up Calls— **307**
- Calls for Service Initiated — **4137**

- Total Mental Health Calls — **43**
- Suicidal Calls — **25**
- 988 Calls Received — **0**
- 988 Calls Transferred — **1**
- CPR Performed — **5**
- Stroke Related Calls — **10**
- Child birth calls — **0**

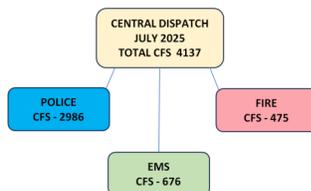


Unit Responses / Activities

- Law Enforcement— **2986**

- Fire— **475**

- EMS— **676**



Special Programs Available

Share Medical Information with your 911 call.



www.emergencyprofile.org

What 3 Words— App that provides location information to a 10 meter square.



What3words.com

Available at:



Statistics—Calls for Service.

JULY CFS TYPES 2025			
CALL FOR SERVICE TYPE	TOTAL	CALL FOR SERVICE TYPE	TOTAL
911 Hang up Call	307	Lost Property / Found	FALSE
988 Calls	0	MDOP	38
Abandoned Vehicle	22	MED 1	244
Active Violence Incident	0	MED 2	92
Alarm	37	MED 3	134
Ambulance Transport	90	Medical Call / Amb Dispatch	9
Assault	29	Mental Health	43
Assist Jail	0	Missing Person	15
Assist Medical	0	Motor Vehicle Theft / UDAA	5
Assist Other Agency	0	Non Criminal	74
Assist Outside Agency	37	OWI / OUID	13
Bomb Threat	0	PDA Traffic	136
Burglary	13	Phone / Internet Harassment	29
Burn Permit	36	PIA Traffic	43
Civil Dispute	104	PPO Violation	1
Conservation / Wildlife	28	Property Check	12
CSC - Criminal Sexual Conduct	16	Repossession	6
Disorderly Conduct	76	Request - Wrecker	2
Domestic Assault	36	Road Closure	36
DPW Request	13	Robbery / Hold up	0
Drugs	11	Spam to Center	3
Duplicate Call	3	Structure Fire	10
Family Abuse / Neglect	34	Suspicious Situations	172
Fire All Other	53	Test Call / System Test	47
Fireworks	14	Thunder Storm/Tornado Warning	1
Follow Up	252	Traffic / Officer Stop	266
Fraud	32	Traffic Offense All Other	1005
General Assist	265	Tree Down	42
Grass / Wildland Fire	6	Trespassing	16
Health & Safety / Animal	113	Vehicle Fire	12
Hit and Run	14	Verbal Domestic	21
Homicide	0	Vin Inspections / All Inspections	7
Juvenile Problems & Runaways	66	Warrant Arrest / Fugitive	66
Kidnapping	0	Weapons Offenses All	9
Larceny	52	Wires Down / Arching	23
Liquor / MIP	1	Unclassified	312
Tornado Siren Tests	4	Fire Pager Tests	4
Emergency Alert Tests	0	Total This Month	4712

Central Dispatch Activities

- July 1st, Meeting with Motorola over future interface purchase.
- July 2nd, Nena Accessibility Committee meeting attended.
- July 7th, State 911-988 workgroup meeting attended.
- July 10th & 24th, NENA VRS-IP Relay meetings attended.
- July 14th, Ionia Township Officers Association hosted at Central Dispatch
- July 16th, Fire Chief meeting attended.
- July 22nd, BOC meeting attended, requests and report given
- July 30th, EM Hosted MICIMS training at Central Dispatch.
- July 31st, Present funding request to State of Mich. Labor and Economic Opportunity Subcommittee for radio towers and equipment.
- Trainee completed 24 hour EMD course.
- Applicants completed written test over many days this month.

Information received from callers is often incorrect. This often results in the 911 Dispatcher providing incorrect location or other information to First Responders.

Ionia County Central Dispatch Funding Request

Executive Summary—Funding Request: \$18 Million

Purpose: To modernize and expand Ionia County’s emergency communication system, ensuring reliable, encrypted, and interoperable radio coverage for Police, Fire, EMS, and Roads Department personnel.

Why This Matters: Ionia County’s current radio infrastructure is outdated and insufficient for today’s public safety demands. Key challenges include: Coverage gaps in rural and hard-to-reach areas; Obsolete equipment vulnerable to failure; Limited coordination between agencies; Non-compliance with CJIS encryption standards; risking sensitive data exposure.

Key Project Components: Construction of 4 new radio towers to eliminate coverage voids; Expansion to a 7-site simulcast system for seamless simultaneous transmission; Replacement of outdated law enforcement radios with CJIS-compliant equipment; Procurement of new radios for the Roads Department to ensure full integration

Impact & Benefits: Broader and more reliable coverage across Ionia and neighboring counties; Encrypted communications to protect sensitive law enforcement data; Improved coordination during multi-jurisdictional emergencies; Support for regional responders and utility crews using the MPSCS system

Budget Overview: 4 New Radio Towers; 7-Site Simulcast System Upgrade; Police Radio Equipment Replacement; Roads Department Radio Equipment. Total Estimated cost \$21.6 million, \$18 million requested.

A phased approach would still deliver meaningful improvements: Deploy 2 towers near high-population areas; Upgrade field radios for Police, Fire, EMS, and Roads teams; Strengthen interoperability and emergency readiness; Lay a scalable foundation for future upgrades.

Conclusion : This proposal is a strategic investment in public safety for Ionia County and the surrounding region. It builds on the successful transition of Fire Departments to the Michigan Public Safety Communications System (MPSCS) and ensures all frontline responders have the tools they need when seconds matter most. We respectfully request state assistance to fund this critical infrastructure upgrade.

Ionia County Central Dispatch

Mission: To enhance the quality of life in Ionia County for all people, providing professional, efficient, courteous, and responsive public safety communications.

Vision: To be the example for other Public Safety Dispatch Centers providing exceptional service.

Our Values: D.I.S.P.A.T.C.H.E.R.

- D.** Detail-oriented: Able to pay close attention, notice the minor details.
- I.** Innovative: Share new ideas that can improve ICCD for the better, embrace change.
- S.** Strong Work Ethic: Consistently performing our job to the best of our ability.
- P.** Professionalism: Communicating respectfully, effectively, and appropriately leading by example.
- A.** Adaptability: Flexibility, responding effectively to changes or various situations.
- T.** Teamwork: Work together toward a collective goal with good communication, patience, and dedication.
- C.** Caring: Feeling or showing concern for or kindness to others.
- H.** Honesty: Uprightness, fairness, truthfulness, sincerity, or frankness in communications and deeds.
- E.** Empathy: Connecting with someone, sensing people’s emotions or feelings.
- R.** Respectful: Being appreciative, considerate, polite and gracious to all those we serve and serve with.

Ionia County Central Dispatch

545 Apple Tree Drive, Ionia MI 48846

EMERGENCY: 911

NON-EMERGENCY: (616) 527-0400 (Press 4)

ADMINISTRATION: (616) 522-0911

Director: Lance Langdon, ENP, CMCP
(616) 527-5611 llangdon@ioniacounty.org

Office Manager: Cathi Brodbeck
(616) 522-0911 cbrodbeck@ioniacounty.org

Supervisor: Kevin Booth (Day Shift)
(616) 527-5613 kbooth@ioniacounty.org

Supervisor: Natalie Hearld, CMCP (Day Shift)
(616) 527-5612 nhearld@ioniacounty.org

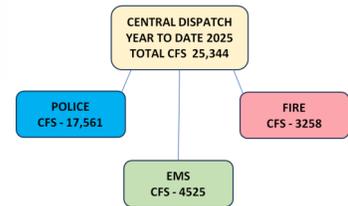
Supervisor: Jeremiah Wittenbach (Night Shift)
(616) 527-5617 jwittenbach@ioniacounty.org

Supervisor: Roy McCarver (Night Shift)
(616) 527-5616 rmccarver@ioniacounty.org

FOIA Requests - 911 Records Only-No Police Repts.
Form available at: <http://ioniacounty.org/foia>
Send or Email to: CentralDispatch@ioniacounty.org

Agency Individual Responses / Activity

- Belding Fire—97
- Berlin-Orange Fire— 42
- Clarksville Fire— 18
- Hubbardston Fire— 9
- Ionia Department Public Safety Fire— **108**
- Lake Odessa Fire— 32
- Lyons-Muir Fire— 18
- Orleans Fire—23
- Pewamo Fire— 25
- Portland Fire— 20
- Ronald Fire— 11
- Roxand Fire— 2
- Saranac Fire— 60
- Sunfield Fire— 10
- Life EMS— 548
- Portland EMS— 128
- Animal Control— 76
- Belding Police— 296
- Department of Natural Resources Law— 0
- Ionia County Sheriff’s Office— 1086
- Ionia Department Public Safety Law— 521
- Lake Odessa Police— 80
- Michigan State Police— 831
- Portland Police— 172



Central Dispatch Activity

