



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

7:00 P.M. Monday, October 6, 2025
City Council Chambers
City Hall, 259 Kent St, Portland, MI 48875

Estimated Time		<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>Public Comment</u> (5-minute time limit per speaker)	
7:10 PM	V. <u>City Manager Report</u>	
7:15 PM	VI. <u>Presentations</u> A. DDA Director ConnerWellman – Downtown Report	
	VII. <u>Public Hearing(s)</u> - None	
	VIII. <u>Old Business</u>	
7:20 PM	A. Proposed Resolution 25-48 Approving, Authorizing, and Directing the Mayor and Clerk to Sign a Recreation Services Agreement with Eagle Township	Decision
	IX. <u>New Business</u>	
7:22 PM	A. Proposed Resolution 25-64 Approving, Authorizing, and Directing the Mayor to Sign an Agreement for Professional Assessing Services with Michael Dougherty	Decision
7:25 PM	B. Proposed Resolution 25-65 Approving the Installation and Operation of Wi-Fi Internet Service at the Red Mill Pavilion to Support Rentals and the Farmers Market	Decision
7:28 PM	C. Proposed Resolution 25-66 Approving the Energy Waste Recovery (EWR) Plan and Participation Agreement with the Michigan Public Power Agency	Decision
7:30 PM	D. Proposed Resolution 25-67 Approving a Proposal from Cook Brothers Excavating to Perform Work for the Grant Street Substation Project	Decision

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:32 PM	E. Proposed Resolution 25-68 Approving a Proposal from Kendall Electric to Purchase Conduit Materials for the Grant Street Substation Project	Decision
7:35 PM	F. Proposed Resolution 25-69 Approving a Proposal from Resco to Purchase Electrical Distribution Voltage Connection Parts for the Grant Street Substation Project	Decision
7:37 PM	G. Proposed Resolution 25-70 Approving, Authorizing, and Directing the Mayor and City Clerk to Sign a License Agreement to Permit Holding a Haunted House at the Red Mill	Decision
7:39 PM	H. Proposed Resolution 25-71 Approving Payment to F&V Construction for Work Performed in Relation to the River Crossing and the Wastewater Treatment Plant Project	Decision
7:40 PM	<p>X. <u>Consent Agenda</u></p> <p>A. Minutes and Synopsis of the Regular City Council Meeting held on September 15, 2025</p> <p>B. Payment of Invoices in the Amount of \$196,002.57 and Payroll in the Amount of \$152,070.89 for a Total of \$348,073.46</p> <p>C. Purchase Orders over \$5,000.00</p> <ol style="list-style-type: none"> 1. Alpha Omega in the Amount of \$5,083.00 for Quarterly Safety Training 2. Integrity Mobile Services in the Amount of \$6,800.00 for Cemetery Fence Restoration 3. Dorsey College in the Amount of \$8,028.25 for Paramedic Tuition 	Decision
	<p>XI. <u>Communications</u></p> <p>A. Boards & Commission Application – Cory O’Connell</p> <p>B. Scheduled Power Outage Information</p> <p>C. Maner Costerisan Letter to Council</p> <p>D. Board of Light and Power Minutes for August 26, 2025</p> <p>E. Utility Billing Report for August 2025</p> <p>F. Water Department Report for August 2025</p> <p>G. Ionia County Board of Commissioners Agenda for September 23, 2025</p> <p>H. MPSC Notice of Hearing for Consumers Energy</p>	
7:42PM	XII. <u>Other Business</u> - None	
7:45 PM	XIII. <u>City Manager Comments</u>	
7:47 PM	XIV. <u>Council Comments</u>	
7:50 PM	XV. <u>Adjournment</u>	Decision

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: October 6, 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 Orange 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 race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender. 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

CITY OF PORTLAND

Troy Stroud
Troy Stroud, Supervisor

James E. Barnes, Mayor

Date: 9/22/25

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	208.000.838000	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

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-64

**A RESOLUTION APPROVING, AUTHORIZING, AND DIRECTING THE
MAYOR TO SIGN AN AGREEMENT FOR PROFESSIONAL ASSESSING
SERVICES WITH MICHAEL DOUGHERTY**

WHEREAS, Section 6.2 of the City Charter provides that the City Manager “shall make all appointments and removals of those appointed, except that he shall receive the approval of a majority of the Council for the appointment of the Clerk, Treasurer, and Assessor...”; and

WHEREAS, City Council previously approved the appointment of Kara Dougherty as the City Assessor by Resolution 22-74 and Resolution 25-57; and

WHEREAS, Kara Dougherty has recently accepted employment outside of the City of Portland; and

WHEREAS, Michael Dougherty has served alongside Kara Dougherty as part of Dougherty Assessing for the past couple of years for the City of Portland and holds a Michigan Advanced Assessing Officer certification from the Michigan State Tax Commission; and

WHEREAS, the City Manager recommends that City Council approve the Agreement for Professional Assessing services with Michael Dougherty, a copy of the Agreement is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes and directs the Mayor to sign the Agreement for Professional Assessing Services with Michael Dougherty, a copy of the Agreement 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:

Dated: October 6, 2025

Monique I. Miller, City Clerk

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

THIS AGREEMENT made and entered into this _____, by and between the **City of Portland**, 259 Kent Street, Portland, MI 48875, herein referred to as "**City of Portland**" and **Michael Dougherty of Dougherty Assessing**, 1666 S. Broadway St., Hastings, MI 49058, herein referred to as "**Assessor**"

WITNESSETH:

WHEREAS, it is the intent of the City of Portland to retain an Assessor to perform the duties of its certified assessor as an independent contractor, as outlined in the City's "Request for Proposals – Assessing Services" and as provided in the related proposal ("Proposal") attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, Assessor possesses the requisite Assessing certification with the Michigan State Tax Commission to act as the Assessor for and on behalf of the City of Portland; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE ASSESSOR

The following are deemed services or requirements to be performed by the Assessor as consideration for the compensation paid to Assessor under Section III:

1.1 General Duties:

The Assessor shall be required to perform for the City of Portland all duties of an assessor pursuant to Michigan statutes and laws, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994, as amended and MCL 211.27a. In the event material changes in the laws, statutes, rules, and guidelines during the term of this Agreement result in a substantial additional work burden on the Assessor, then the Assessor and the City of Portland shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Assessor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation if any. The Assessor shall be required to perform the duties and services as shown in the Proposal. In the event of a conflict between the Proposal and the Agreement, the Agreement shall control.

1.2 Time Allocation/ Hours:

During the term hereof, the Assessor shall be available by phone, text, or email for the City of Portland during the contract term. During the time dedicated to "available hours," the Assessor will minimize any necessary field work and endeavor to remain available to email, text, and phone traffic from taxpayers. The parameters of Assessor time allocation are further described below:

- A. The parties shall specifically agree upon a regular schedule for the maintenance of such hours (subject to modification by mutual agreement).
- B. The Assessor shall be able to attend assessor meetings, education & conferences

1.3 Public Relations/Customer Service:

In addition to the hours specified in Paragraph 1.2, the Assessor agrees to meet with or contact residents and City of Portland staff members beyond normal hours as appropriate to address their tax assessment-related concerns. Phone calls, voicemail messages, e-mails, and faxes directed to the Assessor will be responded to in a timely manner, expected within 1 business day of receipt by the Assessor.

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, the Assessor shall physically observe all new construction and real estate improvements through cooperation with the City Manager/Zoning Administrator and will review all building permits. The Assessor shall obtain copies of the building permits from the City Building Official. Likewise, the Assessor shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary for the performance of the Assessor's duties. To assist with this requirement, the City of Portland shall also supply the Assessor with a copy of all fire calls involving improved properties with a permanent parcel number attached.

1.5 Economic Condition Factors (ECF):

During the term hereof, the Assessor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of the true cash value on the assessment record.

1.6 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny principal residence and agricultural & veteran's exemptions.

- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed.
- C. Apportion the principal residence portion of a combination-use building.
- D. Determine the principal residence exemption status of parcels resulting when principal residence parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction, and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

The Assessor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.), and special assessment rolls or other special assessment rolls and prepare the warrant authorizing the collection of taxes by the City of Portland Treasurer. The Assessor, in cooperation with the City of Portland Treasurer and the City of Portland Clerk, shall also enter any delinquent City of Portland utility payments onto the appropriate rolls. The Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City of Portland and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.8 Annual Reports:

The Assessor shall prepare a report annually summarizing the entire year that shall advise of the overall activities, progress, problems, and corrective measures regarding the various aspects of the duties of the Assessor under this Agreement. The City of Portland shall have the right at any time to require the Assessor to make available to the City of Portland, within 48 hours of notice being provided, all records and documents developed and maintained by the Assessor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to the City of Portland by the Assessor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

The Assessor shall be available to act as Secretary for each of the March, July, and December Board of Review sessions. All Board of Review sessions shall be scheduled as provided in the City of Portland's ordinances, resolutions, and/or Charter, and within the time limits prescribed by state law, but the City of Portland agrees to allow what flexibility is permitted should the Assessor's schedule require it.

The Assessor shall provide adequate information to the Board of Review members as to how the assessments, capped, and taxable values were determined along with any relevant comments or notes to enable them to reach a determination on a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" packet to include the following:
 - 1. Current picture

2. Sales price versus assessment at the time of sale
3. Building permits issued before or after the sale.

If the Assessor is unable to attend any sessions, the Assessor must supply the City of Portland Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments or the assessor also may have the assessing assistant or co-owner of Dougherty Assessing sit in on the Board of Review, if needed.

1.10 Sales and Appraisal Studies:

The Assessor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.11 Forms:

The Assessor shall file all forms fully completed with the Ionia County Equalization Department, State Tax Commission, and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT, and ad valorem property tax appeals.

The City of Portland shall retain ultimate control of all litigation and settlement negotiations and the Assessor shall operate under the direction of the City of Portland in any litigation regarding an entire Tax Tribunal appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the City of Portland obtaining competent legal counsel at the City of Portland's expense. Additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City of Portland and agreed upon on a case-by-case basis. The City of Portland may choose to retain the Assessor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

In consultation with legal counsel, the Assessor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing, and submitting such materials, statistics, and other information as is necessary to properly defend any such appeal and appearing at all hearings and meetings as are required for the purpose of defending the said appeal. The City of Portland hereby authorizes the Assessor, subject to the approval by the Portland City Manager, to settle where the Assessor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division are deemed to be included in the services compensated pursuant to the terms and provisions of this Agreement. ·

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Assessor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to the City of Portland information, documents, analysis and advice as may be required in the determination of the Assessor or the City of Portland to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City of Portland or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Assessor shall make himself available

to the City of Portland for such further assistance as is required by the City of Portland in the defense of such appeal. The Assessor shall make himself available as an expert witness on behalf of the City of Portland in any proceedings. In the event of the termination of this Agreement and the necessity for the services of the Assessor for purposes of consulting, review of information, analysis, or expert testimony after the date of termination, the Assessor shall make himself available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. The assessor shall keep the Portland City Manager informed of appeals and provide the Portland City Manager with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement, and like advice if needed.

The provisions of Paragraph 1.12 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.13 Five-Year Assessment Cycle:

This Agreement shall include an annual review of 20% of the properties in each class within the City of Portland and the Assessor will arrange for any necessary inspections outside of the contracted 16 hours per week. Should the City of Portland desire all properties to be reappraised in mass, there may be additional charges as well as an Agreement addendum pursuant to Section 5.1.

1.14 Personal Property Statements, Canvas, and Audits:

The Assessor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Assessor shall conduct a personal property canvas to ensure equity among business owners within the City of Portland. The Assessor is required to perform personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization:

The Assessor will ensure that the Assessment Roll turned over to the Board of Review in March will not result in any adjustment being applied by the County Equalization process and will caution the Board of Review if any adjustment the Board might be considering risks having such an adjustment be made.

The Assessor will strive to achieve a final Assessment Roll with each class of property being assessed between 49% and 50% as required by state law. The Assessor shall represent the City of Portland when requested by the Portland City Manager by attending any annual Ionia County Equalization meetings.

1.16 Land Division Applications:

The Assessor shall assist the Portland City Manager/Zoning Administrator, or other staff as appropriate, in reviewing land division applications.

1.17 Assessor Certification:

The Assessor shall maintain their certificate in good standing with the State Tax Commission of Michigan and comply with all annual education requirements.

1.18 Transportation and Equipment:

The Assessor shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Tax Increment Finance Authority:

The Assessor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, WFA, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.20 Assessor's Recommendations:

On or before December 31, 2025, at the Portland City Manager's request, and each year thereafter, the Assessor shall prepare written recommendations and conclusions regarding the current state of the City of Portland's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Assessor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations, and guidelines. Such a report shall be submitted to the Portland City Manager for their review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Assessor under this Agreement.

1.21 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications, or other products or materials are held in the possession of the Assessor outside of the City of Portland offices, then the Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while some are in possession of the Assessor. This may include, but not be limited to, providing for a fireproof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Assessor, but separately or providing same to the City of Portland for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be borne by the Assessor.

1.22 Additional Services:

The Assessor is responsible for the determination and preparation of special assessment rolls for City of Portland projects such as sewer, street, sidewalk, drain, etc. The Assessor shall report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement. The Assessor will coordinate with the Zoning Administrator or other appropriate staff for assigning street addresses.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Assessor shall commence the performance of the services herein required on October 1, 2025. Unless sooner terminated, or an amendment with the addition of another participating municipality, this Agreement shall, by its terms, expire on September 30, 2028.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon sixty (60) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be sixty (60) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything contrary to this Agreement, either party may immediately terminate this Agreement in the event of a material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon the termination of this Agreement by expiration of its term, the Assessor shall immediately deliver to the City of Portland copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries, and other information and materials as may have been accumulated by the Assessor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the City of Portland. In the event of the failure or refusal of the Assessor to forthwith deliver the above-referenced materials, documents, and files, the City of Portland may seek a Circuit Court order compelling the production of same forthwith, and the Assessor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City of Portland without leaving City of Portland an adequate remedy at law, thereby entitling the City of Portland to an immediate judgment in its favor in this regard.

2.5 Amendment/ Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City of Portland desires to have the Assessor continue on a month-to-month basis, the compensation will be that which existed for the final month of the previous term, that being September of 2028 unless said compensation is renegotiated between the parties.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from October 1, 2025 through September 30, 2028, unless sooner canceled or terminated under the provisions of Section II herein, the City of Portland agrees to pay to Assessor for performance of the Basic Services set forth in Section I of this Agreement as follows:

The total contract amount for the three-year term is payable as follows:

Year One: \$42,500, payable in installments as agreed to by the City of Portland.

Year Two: \$43,775 (3% increase from Year One base amount). All other payment terms are the same.

Year Three: \$45,088 (3% increase from Year Two base amount). All other payment terms are the same.

The Assessor shall be solely responsible for insurance, taxes, and benefits for the Assessor and other persons providing services and shall hold the City of Portland harmless therefrom.

3.2 Proration of Payments on 90-Day Termination:

In the event, that this Agreement is terminated pursuant to Paragraphs 2.2 or 2.3, the City of Portland shall pay Assessor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Assessor and for which no compensation has been received.

SECTION IV: CITY OF PORTLAND RESPONSIBILITIES

4.1 Basic Data:

The City of Portland shall provide Assessor access to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner, and address information, as well as all data that the City of Portland may possess concerning such properties (i.e., measurements, sketches, photographs, etc.).

4.2 Office Equipment

The City of Portland shall provide the Assessor with appropriate tax parcel maps, office space, and furniture, telephone, personal computer & accessories, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e., fax, printers, copying machine) is shared among all administrative office personnel, and the Assessor will not have exclusive use of such equipment.

The Assessor shall have access to the City of Portland's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, Apex Sketching, Microsoft Office applications, and Pivot Point Software. City of Portland's Internet website will also have available online to the Assessor and the public the property record cards, digital photographs, and tax payment information. The Assessor shall not use any other software within the City of Portland's network or download or upload any software to the City of Portland's network, except with the City of Portland's prior written approval. The Assessor shall be liable for any adverse consequence upon the City of Portland's computer network or function caused by any software introduced in the network by the Assessor without the

prior written consent of the City of Portland. Further, Assessor shall be liable for any act of negligence on the part of the Assessor in creating or causing an adverse consequence to the City of Portland's computer network.

The Assessor agrees that the City of Portland's equipment shall be used only for the purposes of fulfilling the Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City of Portland shall supply computer hardware, software, and peripherals necessary to fulfill the Assessor's duties under this Agreement. The City of Portland shall provide the assessor with Pivot Point Software or Apex Mobile (the cost of which is approximately \$750 a year. If the City of Portland does not have an ArcGis online account, there will be an annual additional \$500 for the ArcGis online account.) The City of Portland will maintain the hardware, software, and peripheral equipment through a regular maintenance program.

4.4 Map Maintenance/Tax Roll Printing:

The Assessor shall assume the responsibility for preparing the assessment notices, which will print and mail the assessment change notices during the term of this Agreement. The Assessor shall be provided with digital parcel maps.

4.5 Office Supplies:

The City of Portland shall provide the Assessor with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage, and such other supplies as shall be necessary for the performance of the Assessor's responsibilities hereunder.

4.6 Legal Counsel:

The City of Portland shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City of Portland desires to implement some or all of the recommendations made by the Assessor as herein contemplated, the City of Portland may request and the Assessor shall provide such services as are desired by the City of Portland, provided, however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent, and timetable for the performance of such additional services and establish the rate of compensation.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City of Portland to determine the nature and extent of implementation of the Assessor's recommendations under this Section or any other additional, non-basic services. To that end, the City of

Portland assumes responsibility for the defense of any claim, cause of action, or other proceedings that may or might be instituted by the Michigan State Tax Commission, Michigan Tax Tribunal, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein the Assessor and his employees, agents and officers shall at all times be deemed in a relationship of an independent contractor to the City of Portland.

6.2 Indemnification/Insurance:

The Assessor shall hold the City of Portland harmless and indemnify the City of Portland from any claims for bodily injury, death, or property damage that may arise due to her acts or negligence or that of her employees in the performance of services under this Agreement or that arise from his error or omission to properly perform her duties as assessor. The assessor shall, however, have no liability arising out of adjustments to assessments or other actions by the Assessor, the City's Board of Review, and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Assessor established the assessment pursuant to professional assessment standards and practices.

The Assessor shall report as self-employment income all compensation received by the Assessor pursuant to this Agreement. The Assessor shall indemnify the City of Portland and hold it harmless from and against all claims, damages, losses, and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on the City of Portland to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by the Assessor pursuant to this Agreement. The Assessor shall not be entitled to receive any vacation or illness payments or to participate in employee benefit plans for the City of Portland's employees.

The City of Portland shall not be required to obtain or maintain any insurance covering the Assessor, its agents, or its employees. The Assessor shall obtain and maintain all necessary and appropriate insurance policies covering the negligent and wrongful acts of its employees and agents, including professional liability (in an amount not less than \$1,000,000.00 which shall provide protection from claims arising out of the performance of professional services caused by a negligent error, omission or act for which the insured is legally liable), general commercial liability (in an amount not less than \$1,000,000.00), and automobile liability coverage (in an amount not less than \$1,000,000.00). The City shall be named as an additional insured on the Assessor's general liability, and automobile liability policies. The Assessor shall provide any necessary unemployment and workers' disability compensation coverage for its employees. The Assessor shall provide copies of all insurance policies upon the City's request, together with copies of certificates of insurance showing the premiums to be fully paid.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of an assessing Services Contract, and as the City of Portland's decision to contract with Assessor is based in part on the perceived expertise and ability of the Assessor, it is agreed that the Assessor's duties and obligations hereunder may not be assigned, transferred, nor conveyed without the advance written approval of the City of Portland. Nothing in this Agreement shall prevent Assessor from employing such employees or agents, as Assessor shall deem reasonably necessary in the performance of this Agreement. Also, in the event that vacation, illness, injury, or incapacity in any form, whether elective or imposed, should cause the Assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Assessor shall provide the City of Portland, at Assessor's expense, a certified MCAO Assessor to perform any and all such functions as required by this Agreement for the complete term of absence or incapacity. The City of Portland reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill in" for the Assessor for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

The Assessor shall be responsible for the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy, and adequacy of property valuations, drawings, property inspection data, and all other work and materials furnished under this Agreement. At the time of commencement of performance, the Assessor shall be properly certified at MCAO, equipped, and organized to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Assessor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications, and other information, products, or materials produced or held by the Assessor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City of Portland with the City of Portland having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. Upon a reasonable request, the Assessor may have copies of all work performed. All of the foregoing shall be forwarded to the City of Portland at its request and may be used by the City of Portland as it sees fit. The City of Portland agrees that if any of the foregoing prepared by the Assessor is used by Portland for purposes other than those intended by this Agreement, The City of Portland does so at its sole risk- and agrees to hold the Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City of Portland and will not be used for any other purpose by the Assessor without the written consent of the City of Portland. Any information relating to the services shall not be released without the written permission of the City of Portland. The Assessor shall act and preserve the confidentiality of all of the City of Portland's documents and data accessed for use in the Assessor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the Portland City Manager or Portland FOIA coordinator for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of a material breach of this Agreement by either party, it is agreed that each party shall be responsible for its own attorney's fees and costs.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this Agreement shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.9 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, the venue of any such action shall be in the County of Ionia and the State of Michigan.

6.10 Covenant Not to Discriminate:

The parties agree not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. The parties further agree that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

6.11 Modification of Agreement:

None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of the parties after review and approval by the respective legislative bodies.

6.12 Entire Agreement:

This Agreement constitutes the entire Agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services.

6.13 No Waiver/ Modification:

The failure of either party to enforce, at any time, the provisions of the Agreement shall not constitute a waiver of such provisions or the right of a party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions. No waiver, alteration, or modification of any provision of this Agreement shall be binding unless committed to writing and signed by duly authorized representatives of both parties.

6.14 Notice, Other Communications:

Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed email, facsimile transmission, or other wire transmissions (with a request for assurance in a manner typical with respect to communications of that type), registered or certified mail (postage prepaid with return receipt requested) addressed to the Party's principal place of business or such other address of which the Parties may have given notice.

6.15 Governmental Immunity:

Nothing in this Agreement shall act to waive governmental immunity nor any defenses available to the City of Portland or its elected or appointed officials, officers, employees, or agents under the Michigan Governmental Immunity Act, being 1964 PA 170, as amended, MCL 691.1401, et seq; or any other defenses which may be available to, their elected and appointed officials, officers, employees, and agents.

Nothing in this Agreement shall be intended to confer third-party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this agreement as authorized.

CITY OF PORTLAND

James E. Barnes, Mayor

Date: _____, 2025

Michael Dougherty, MAAO
Dougherty Assessing

Date: _____, 2025

Monique Miller
City Clerk

Date: _____, 2025

MICHAEL DOUGHERTY

Ambitious and enthusiastic assessor with experience in equalization.

EXPERIENCE

JANUARY 2022 – PRESENT

PROPERTY APPRAISER, EATON COUNTY EQUALIZATION

Conducts field inspections and interviews property owners to verify property data and the correctness of property descriptions and features. Assists the Equalization Director/Deputy with equalization sales studies. Use BS&A Software & Apex for record-keeping and data input. Prepare reports to compile and analyze assessment changes and special reports for assessment rolls. Gathers and organizes data from deeds and tax rolls. parcel maps, and descriptions for sales studies and appraisals. Reviews sales studies for accuracy to ensure the data is correct, including any splits or multiple parcel sales.

MAY 2020 – PRESENT

ASSESSING ASSISTANT, DOUGHERTY ASSESSING

Assist with field inspections and verify property data and the correctness of property descriptions and features. Assists with data input and sketching. Use BS&A Software & Apex for record-keeping and data input. Gathers and organizes data from deeds and tax rolls. parcel maps, and descriptions for sales studies and appraisals. Reviews sales studies for accuracy to ensure the data is correct, including any splits or multiple parcel sales.

APRIL 2019 – JANUARY 2022

SENIOR LAB TECHNICIAN, VIKING CORP

Responsible for setting up and performing fire testing compliant with Factory Mutual and/or Underwriters Laboratory certifications. Design and fabricate test fixtures. Troubleshoot breakdowns on lab equipment. Fabricate complex piping networks to evaluate software calculations. Fill clean agent and inert cylinders. Specify and buy lab tools and equipment. Research and document the necessary information that pertains to the Creative Research & Development of new products. Daily use of the Solid Works program to draw 3d computer modeling of new product ideas.

JUNE 2018 – APRIL 2019

REPAIR TECH, VANDERZIEL MACHINERY SALES

Responsible for hauling & delivering machines according to DOT standards. Troubleshoot & repair CNC and relay logic machines. Diagnosis, cleaning, and repair of various types of machines. Operate lathes, mills, welders (Tig, Mig, and Stick), presses, automatic metal

sheers, press brakes and manual brakes. Performed CNC control installation and fabrication.

JUNE 2013 – JUNE 2018

TERMINAL OPERATOR, PLAINS LPG SERVICES

Responsible for monitoring all computer and control systems that maintain the underground propane and butane storage. Oversee the loading and off-loading of propane and butane from trucks and CSX Rail. Monitor and maintain property security. Perform plant maintenance. Monitor the quality of the storage products.

EDUCATION

MAY 1994

HIGH SCHOOL DIPLOMA, HOME SCHOOL

SKILLS

- Capable of design and fabrication in several media.
- Tig, Mig, Arc, and Gas Welding
- Residential Construction Skills
- Able to read blueprints
- Good communication skills

LICENSES & CERTIFICATIONS

- Michigan Advanced Assessing Officer – July 2024- State Tax Commission
- Certified Personal Property Examiner

ACTIVITIES

I became a member of the Trilanders Multisport/Triathlon Group 3 years ago. I enjoy participating in triathlons and volunteering as a lifeguard when I am not competing. I am passionate about backpacking and outdoor adventures. I was co-race director for a 5k fundraiser for 3 years. I have volunteered for many race events and blood drives, and done volunteer work in the Dominican Republic through a local church.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-65

**A RESOLUTION APPROVING THE INSTALLATION AND OPERATION
OF WIFI INTERNET SERVICE AT THE RED MILL PAVILION TO
SUPPORT RENTALS AND THE FARMERS MARKET**

WHEREAS, the City of Portland owns and operates the Red Mill Pavilion, which serves as a multi-purpose facility for community gatherings, private rentals, and civic events; and

WHEREAS, the Pavilion is also home to the community Farmers Market and other seasonal activities that attract residents, visitors, and vendors to community spaces; and

WHEREAS, reliable internet connectivity has become an essential amenity for facility rentals, enabling event organizers, participants, and attendees to conduct business, process transactions, and promote activities; and

WHEREAS, the addition of Wi-Fi service at the Red Mill Pavilion will enhance the market's vendor operations, improve the attractiveness of the Pavilion for private rentals, and expand public access to digital resources during community events; and

WHEREAS, the City Council has reviewed the staff recommendation regarding the cost, installation, and service provider options for providing Wi-Fi internet service at the Pavilion; and

WHEREAS, sufficient funds are available in the General Fund to support the initial installation and ongoing service costs.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves, authorizes and directs the City Manager to sign the service agreement and corresponding paperwork with HomeWorks Connect for the purpose of internet service at the Red Mill Pavilion, a copy of the agreement 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: October 6, 2025

Monique I. Miller, City Clerk



To: Honorable Mayor and Members of City Council

From: Andrew Dymczyk, City Manager

Subject: Red Mill Pavilion WiFi

Date: October 3, 2025

Background

The City was approached by the Friends of the Red Mill, who expressed a hardship about internet access at the Red Mill Pavilion during the regularly hosted Farmers Market and Community Days. Currently, vendors at these events are solely responsible for internet access via an internet hotspot device to process their digital transactions. During high traffic events, their software works in an offline mode to process transactions at later time when there is less strain on their individual internet signal. At times this transaction does not process and the vendor is left without payment for their goods and the consumer is not longer at the Red Mill Pavilion for payment. This has become very problematic with consumer habits shifting to payments made digitally and the increasing popularity these events.

We've engaged with HomeWorks Connect to explore the possibility of adding a WiFi internet connection to the City's account for the Red Mill Pavilion to alleviate this pavilion hardship on vendors and visitors. The cost of this addition is estimated at \$75 per month with a "hibernation" feature that can be exercised for up to 6 months for periods of inactivity. During this hibernation, we would not be charged the full cost for WiFi internet service. We believe the cost to add this service can be absorbed through Red Mill Pavilion rental fees. We have also discussed with HomeWorks Connect the protections in place for a public WiFi offering in the event an individual wanted to take for nefarious actions. This could include the downloading of illegal content, malware or credential theft. I believe we would have sufficient controls and abilities to protect against such an outcome. If approved, we would engage further with our information technology vendor for best practices to deter such outcomes.

A WiFi internet enhancement to the Red Mill Pavilion would also add value to the pavilion for weddings, reunions and private rentals by enabling the livestreaming of events, presentations and music offerings.

Suggested Action

City Council adopt Resolution 25-65 which authorizes and directs the City Manager to sign the service agreement and corresponding paperwork with HomeWorks Connect for the purpose of internet service at the Red Mill Pavilion.



HomeWorks Connect
7973 E. Grand River Ave.
Portland, Michigan 48875

phone: 1-800-668-8413
fax: 517-647-4856
www.homeworks.org

TERMS AND CONDITIONS OF SERVICE AGREEMENT
(Internet Services Only)

By signing this agreement and the installation work order for fiber optic services, including but not limited to high speed data or phone (individually and collectively "Services") provided by HomeWorks Connect (HomeWorks), you (Customer) acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and billing procedures outlined below.

- 1. SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services, set forth on the installation work order, for a minimum of 24 months. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by HomeWorks including, but not limited to, charges for installation and equipment.
- 2. SMARTHUB.** Customer is required to complete the SmartHub registration process following the in-home installation. HomeWorks does not send a paper bill. All monthly bills will be distributed and available only through SmartHub. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments.
- 3. LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Customer understands that HomeWorks may require a security deposit and/or issue an administrative late fee (Late Fee) for monthly charges not paid by the stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. If Service is disconnected, HomeWorks may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Customer's payment is refused for any reason, HomeWorks may impose a service charge up to \$50.00. If Customer has not paid amounts due within 30 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay HomeWorks for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
- 4. OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed by HomeWorks in or on Customer premises including, without limitation, inside or outside optical network terminals (Units) and wiring. This equipment and other HomeWorks property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of HomeWorks Connect. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the outside Units by HomeWorks or return of the inside Units by Customer. Customers agree to pay any inside Equipment lease charges associated with the Service, if inside Equipment is chosen. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to HomeWorks within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside unit is not returned to HomeWorks for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to HomeWorks for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that HomeWorks may charge the payment method on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
- 5. TAMPERING/MISUSE/LOST/STOLEN.** Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets, or remove from the Equipment any markings or labels. Equipment cannot be removed from Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.

6. **TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate Service upon completion of a minimum 24 months of service. An early termination fee may apply if service is terminated prior. Account holders may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by HomeWorks up to the time the account has been de-activated and all inside Equipment has been returned.
7. **THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from HomeWorks Connect.
8. **TERMINATION OF SERVICE BY SERVICE PROVIDER.** HomeWorks will give Customer five (5) days' prior notice of disconnection of all or part of Service, unless the disconnection is requested by Customer. If Customer's bill is not paid after notification is received, HomeWorks may disconnect Service. Upon termination for any reason, HomeWorks may charge additional fees on any unpaid balance. Further, Customer understands and agrees that HomeWorks may charge the payment method on file at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
9. **VOLUNTARY SUSPENSION OF SERVICES (VACATION POLICY).** HomeWorks may allow Customer to voluntarily suspend services during the agreement term. For the full policy, visit our website at www.homeworks.org or contact HomeWorks Connect.
10. **CHANGES IN SERVICE/CHARGES.** HomeWorks may change or eliminate Services and charges, in conformity with applicable law. Otherwise, HomeWorks will give Customers 30 days' notice of increases or other changes in charges or Services.
11. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided at the address where HomeWorks completes installation. Account holder may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without providing HomeWorks with written consent from both parties (unless proof is provided that previous party is deceased).
12. **SERVICE AND REPAIRS.** HomeWorks will make reasonable efforts to maintain its system and respond to service calls in a timely manner. HomeWorks will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.
13. **ACCESS ON PREMISES.** As a condition of receiving services, Customer authorizes HomeWorks to enter premises to construct, install, maintain, inspect and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to HomeWorks a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace outlets, transmission lines and all other Equipment necessary to provide Services to Customer and others.
 - If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such access and easement to HomeWorks, or that he/she has obtained consent from the owner of the premises for HomeWorks to install and maintain Equipment as indicated on work order.
14. **PRIOR ACCOUNTS.** Customer warrants that no monies are owed to HomeWorks from previous accounts with HomeWorks Connect. If HomeWorks finds a prior account with Customer where money is owed to HomeWorks, then HomeWorks may apply any funds received to that prior account.
15. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. HOMEWORKS DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

- a. HomeWorks makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.
- b. **Limitation of Liability:** HomeWorks shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of HomeWorks, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
- c. **Customer Exclusive Remedy:** HomeWorks' entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by HomeWorks of any obligation HomeWorks may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall HomeWorks Connects' liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 30 day period.

16.CUSTOMER INDEMNIFICATION. Customer is responsible for and shall defend, indemnify, and hold harmless HomeWorks and its employees, affiliates, suppliers, agents and contractors, and shall reimburse HomeWorks for any damages, losses or expenses (including, without limitation, reasonable attorney's fees and costs) incurred by HomeWorks in connection with any claims, suits, judgments and causes of action arising out of:

- a. customer use of the service or equipment;
- b. violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from customer use of the service or any unauthorized apparatus or system; and
- c. customer breach of any provision of this agreement.

17.SERVICE INTERRUPTIONS. HomeWorks assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strikes or weather. However, credit adjustments will be determined on a case by case basis.

18.INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between HomeWorks facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of HomeWorks Connect. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computer or device and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer's on-line experience, including ability to view streaming video, and speed of downloads. Except as otherwise provided by law, HomeWorks reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.

19.INTERNET USE. Customer understands that use of Services is subject to HomeWorks Acceptable Internet Use Policy, which may be amended from time to time. This policy can be found at online at HomeWorks.org or by contacting HomeWorks Connect. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, and information transmitted or received through the Services. HomeWorks assumes no responsibility and disclaims any liability for the security of any information on Customer's personal devices, or the security or accuracy of any information or data transmitted or received through the Services. HomeWorks has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data

or any loss or destruction of files or data.

20.TROUBLESHOOTING. Contact tech support at 800-668-8413, at any time, for service issues relating to internet and telephone.

21.COMPLIANCE WITH AGREEMENT. HomeWorks reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or policies related to the Services.

HOLD HARMLESS AGREEMENT
(Internet Services Only)

Name: _____

Address: _____

I waive, release, and hold harmless HomeWorks Connect (HomeWorks) from any and all responsibility due to damage to any and all under and above ground facilities up to and including: secondary electric, water, phone, gas, septic, yard, garden, driveway, well head, and fence; and shall indemnify HomeWorks from any liability arising therefrom.

I understand it is my sole responsibility to mark personal underground facilities such as a septic tank or drain field. These items are not marked or protected by Miss Dig.

Refusing to sign this agreement will delay the installation of HomeWorks fiber internet until accommodating arrangements can be made.

I have personal underground facilities and understand the agreement above.

I do not have personal underground facilities and understand the agreement above.

Sign Name: _____

Print Name: _____

Date: _____

Internet services are not regulated by the Michigan Public Service Commission.

TERMS AND CONDITIONS AGREEMENT
SIGNATURE PAGE
(Internet Services Only)

By signing below, Customer confirms understanding of, and agreement with, all terms and conditions contained in this agreement and the Acceptable Internet Use Policy.

Further, Customer understands that fiber service requires active electric service at Customer's location and if an electrical service outage occurs, the fiber optic service, including all telephone services (if elected), may not function.

Date: _____ Account Number: _____

Customer Signature: _____

Print Name: _____

Service Address:

Email Address:

Phone Number:

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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. 25-66

A RESOLUTION APPROVING THE ENERGY WASTE RECOVERY (EWR) PLAN AND PARTICIPATION AGREEMENT WITH THE MICHIGAN PUBLIC POWER AGENCY

WHEREAS, the Michigan Legislature passed Public Act 229, Energy Waste Recovery (EWR) mandate, in November 2023, requiring electric providers to implement additional EWR programs beginning in 2026; and

WHEREAS, the act requires electric providers to: (1) achieve annual energy savings of 1.5% beginning in 2026; (2) utilize long-life EWR program measures contained in the Michigan Energy Measures Database (MEMD); (3) allocate at least 25% of the EWR program budget to Low-Income EWR programs; (4) demonstrate program cost-effectiveness; (5) obtain independent third-party expert evaluation of incremental energy savings; (6) adopt and submit to the MPSC a four-year EWR + EFEL Plan covering 2026–2029; and (7) provide annual reports of verified program savings; and

WHEREAS, the Michigan Public Power Agency (MPPA) competitively bid multiple vendors and, after comparison with the State of Michigan’s solution, selected Franklin Energy to administer a state-compliant EWR program as the most comprehensive and cost-effective solution; and

WHEREAS, the City of Portland, through its membership in MPPA, has received a four-year EWR + EFEL Plan (2026–2029) and a Retail Energy Improvement Program Project Participation Agreement that will enable the City of Portland – Board of Light and Power to utilize MPPA and Franklin Energy to deliver EWR solutions to the community; and

WHEREAS, the City Manager and Electric Superintendent recommend approval of the EWR Plan and authorization to enter into the Retail Energy Improvement Program Project Participation Agreement with MPPA to ensure compliance with Public Act 229.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. Portland City Council hereby approves the Energy Waste Recovery (EWR) Plan for 2026–2029 as prepared by the Michigan Public Power Agency (MPPA).
2. Portland City Council further authorizes the City Manager or Electric Superintendent to execute the Retail Energy Improvement Program Project Participation Agreement with MPPA, attached hereto as Exhibit A.
3. The total fiscal impact for the City of Portland shall be \$379,947.00 over the four-year compliance period.
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: October 6, 2025

Monique I. Miller, City Clerk

Memo



To: City of Portland – Board of Light and Power

From: Todd Davlin, Electric Superintendent

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

Date: September 30, 2025

Re: **BLP 25-9A** - Approve a 4-year Energy Waste Recovery Plan and associated MPPA Project Participation Agreement for Mandatory P.A. 229 Compliance

The Michigan Legislature passed Public Act 229, Energy Waste Recovery (EWR) mandate, in November 2023. The act requires electric providers to offer additional EWR programs that do the following:

1. Achieve annual energy savings of 1.5% each year beginning in 2026
2. Utilize EWR program measures with an average measure life of at least 8 years, included in the Michigan Energy Measures Database (MEMD), which contains a full set of the PA 229-eligible EWR and Efficient Electrification (EFEL) measures that electric providers can use to achieve these energy savings
3. Allocate at least 25% of the total EWR program budget to Low-Income EWR program spending
4. Demonstrate that programs will be cost-effective, excluding low-income and EFEL measures
5. Obtain independent third-party expert evaluation of EWR savings to verify incremental energy savings
6. Include an EWR + EFEL Plan that covers the 4-year period from 2026–2029, reviewed and approved by the utility’s local governing body and submitted to the MPSC before 12/31/2025
7. Provide an annual report of EWR program savings achievements to the MPSC, using verified incremental energy savings from third-party evaluations

MPPA competitively bid multiple vendors to implement a state-compliant EWR program. Additionally, MPPA compared the vendor-provided solutions with the State of Michigan’s offered solution. Included is a 4-year EWR + EFEL Plan that complies with the state mandate and is managed by MPPA using Franklin Energy, which offers the most comprehensive and financially competitive solution available.

Also included is a Retail Energy Improvement Program Project Participation Agreement between the City of Portland and MPPA. This agreement allows the City of Portland - Board of Light and Power to utilize MPPA and Franklin Energy to deliver EWR solutions to the community.

Recommendation: Recommend City Council approve the Energy Waste Recovery Plan prepared by the Michigan Public Power Agency (MPPA), which outlines efficiency and electrification measures for the 2026–2029 period. Additionally, authorize execution of the Retail Energy Improvement Program Project Participation Agreement. This EWR plan and project agreement have been prepared to meet the mandatory compliance requirements of Michigan Public Act 229.

Fiscal Impact: The cost of the proposed expenditure is \$379,947 over 4 years.

Municipal Utility Energy Waste Reduction Program Portfolio - Portland Board of Light & Power

Program Portfolio	USRT Results	CCE Results	2026 Plan Filing		2027 Plan Filing		2028 Plan Filing		2029 Plan Filing	
			Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget
Residential Services	1.00	\$0.034	17,602	\$8,826	17,673	\$8,985	17,761	\$9,171	17,781	\$9,315
Virtual Assessments	N/A	N/A	0	\$595	0	\$613	0	\$631	0	\$650
Appliance Recycling	2.78	\$0.014	3,388	\$1,470	3,414	\$1,527	3,429	\$1,592	3,463	\$1,652
Marketplace	0.47	\$0.073	2,266	\$1,426	2,268	\$1,442	2,278	\$1,464	2,273	\$1,477
High Efficiency Products & HVAC Rebates	1.04	\$0.032	11,948	\$5,336	11,991	\$5,403	12,053	\$5,485	12,044	\$5,536
Efficient Electrification (EFEL)	N/A	N/A	302	\$645	609	\$696	613	\$718	615	\$737
Low Income Services	0.50	\$0.058	35,638	\$21,328	35,685	\$21,602	35,922	\$21,960	35,973	\$22,205
Virtual Assessments	N/A	N/A	0	\$855	0	\$881	0	\$908	0	\$935
Residential Low Income Kits	0.32	\$0.105	12,806	\$2,775	12,738	\$2,800	12,845	\$2,853	12,856	\$2,888
Marketplace	0.33	\$0.102	2,267	\$1,869	2,269	\$1,936	2,279	\$2,013	2,274	\$2,083
Appliance Recycling	2.06	\$0.019	3,388	\$2,055	3,414	\$2,080	3,429	\$2,113	3,463	\$2,133
High Efficiency Products & HVAC Rebates	0.58	\$0.063	10,397	\$7,561	10,424	\$7,621	10,482	\$7,724	10,481	\$7,785
Weatherization	0.43	\$0.047	6,781	\$6,213	6,840	\$6,284	6,886	\$6,349	6,898	\$6,381
Efficient Electrification (EFEL)	N/A	N/A	302	\$883	609	\$942	613	\$972	615	\$998
Subtotal - Residential Solutions	0.62	\$0.049	53,844	\$31,682	54,577	\$32,225	54,909	\$32,821	54,983	\$33,255
Business Services	3.32	\$0.010	392,801	\$51,504	385,215	\$51,258	387,754	\$52,092	388,519	\$52,727
C&I Programs	3.32	\$0.010	392,801	\$51,504	385,215	\$51,258	387,754	\$52,092	388,519	\$52,727
Efficient Electrification (EFEL)	0.00	\$0.000	10,696	\$1,749	21,582	\$2,541	21,722	\$2,586	21,769	\$2,619
Subtotal - Business Solutions	3.32	\$0.010	403,497	\$53,253	406,797	\$53,799	409,476	\$54,678	410,289	\$55,346
Subtotal Program Portfolio	2.41	\$0.014	457,342	\$84,936	461,373	\$86,023	464,385	\$87,499	465,271	\$88,601
Evaluation*				\$2,832		\$2,975		\$3,124		\$3,280
Administration*				\$3,308		\$3,408		\$3,510		\$3,615
Renewable Energy Credit (REC) Substitution for 10% of EWR Standard under Sec. 77 (10)*			50,700	\$203	51,300	\$205	51,500	\$206	51,700	\$207
Planning & Start-Up				\$6,016						
Total Program Portfolio	2.41	\$0.014	508,042	\$97,295	512,673	\$92,611	515,885	\$94,338	516,971	\$95,703

* Estimate costs subject to change



RETAIL ENERGY IMPROVEMENT PROGRAM PROJECT PARTICIPATION AGREEMENT

This Retail Energy Improvement Program Project Participation Agreement (“Participation Agreement” or “Agreement”) is to be effective as of the ___ day of _____ 2025 (the “Effective Date”) and is entered into by and among Michigan Public Power Agency (“MPPA”) and City of Portland (“Portland”), a Member of MPPA (a “Participating Member”).

RECITALS

WHEREAS, MPPA is a joint agency of the State of Michigan created pursuant to the Michigan Energy Employment Act, 1976 PA 448, MCL 460.801 *et seq.* (the “Act”) and comprised of municipal electric utilities each furnishing power, energy, and related services to their respective customers (each a “Member” and, collectively, the “Members”);

WHEREAS, MPPA is governed by a Board comprised of Commissioners (“MPPA Board”) who are appointed by the respective governing bodies of its Members;

WHEREAS, the Act authorizes MPPA to, *inter alia*, undertake administrative, asset, planning, and service projects either related to its Members’ electric generation and distribution systems or otherwise in furtherance of its Members’ provision of electric service;

WHEREAS, on August 13, 2025, the MPPA Board passed a resolution creating the Retail Energy Improvement Program Project (“Retail Energy Improvement Program Project” or “Project”) for the purpose of creating a structured program that leverages economies of scale and scope, standardization, and business alignment that reduces costs and risks to implement various energy waste reduction and clean energy programs and services to participating Members of MPPA which are necessary to comply with the Clean and Renewable Energy and Energy Waste Reduction Act, 2008 Public Act (“PA”) 295, MCL 460.1001 *et seq.*, as amended (“Michigan State Energy Legislation”);

WHEREAS, through participation in the Retail Energy Improvement Program Project, Members will be able to streamline compliance with the Michigan State Energy Legislation and reduce the administrative burden of providing their retail customers with energy waste reduction and clean energy programs and services;

WHEREAS, the MPPA Board further resolved that (i) a committee for the Retail Energy Improvement Program Project (“Project Committee”) be formed, (ii) the membership of the Project Committee consist of persons designated in writing by each Member authorized and

electing to participate in the Project, through executing the Participation Agreement, and (iii) the Project Committee be organized and governed in accordance with Article 5 of the MPPA By-Laws and all expenses of the Retail Energy Improvement Program Project be borne by all of the Participating Members; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Governing Body Authorization.

In order for this Participation Agreement to be effective, the governing body of the Participating Member shall pass a resolution or other documentation authorizing the approval of this Participation Agreement (“Authorization Resolution”).

Section 2. Covenants.

(a) MPPA Covenants. MPPA shall implement the Retail Energy Improvement Program Project as directed by the Project Committee which implementation shall include but not necessarily be limited to the services and programs as described in Exhibit A attached and incorporated herein to this Agreement (“Services”), as may be amended from time to time.

(b) Participating Member Covenants. The Participating Member shall provide reasonable assistance in furthering MPPA’s implementation of the Retail Energy Improvement Program Project in the Participating Member’s territory. Further, the Participating Member agrees to collect rates, rents, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through its electric system sufficient to provide revenues adequate to meet its obligations under this Participation Agreement.

(c) Cooperation and Exchange of Information. MPPA and the Participating Member recognize that successful implementation of the Retail Energy Improvement Program Project will require cooperation and frequent exchanges of information (including, but not limited to, retail customer information). MPPA and the Participating Member agree to make all reasonable efforts to timely provide to MPPA, and/or any third-party contracted by MPPA to implement the Services or Administration of the Project, such information as may be required under this Agreement, as may be required under any agreement between MPPA and a third-party contractor, or as otherwise necessary to implement the Retail Energy Improvement Program Project.

Section 3. Services.

Participation. Participating Member will have the option to consult with MPPA, who will then consult with any third-party implementation contractor(s), to choose and/or modify the Services offered to their retail customers, subject to mutual agreement by the third-party contractor to implement the Participating Member’s desired changes. In the event of termination with cause

of this Agreement or a third-party contractors Services Agreement(s) with MPPA, the third-party shall cease providing Services to the Participating Member's retail customers immediately after being notified of a termination/recission.

Section 4. Governance.

This Agreement shall be administered by a Project Committee as established by the MPPA Board in accordance with Article 5 of the MPPA By-Laws.

Section 5. Accounting.

MPPA Accounting Obligations. MPPA shall keep accurate records and accounts relating to the Retail Energy Improvement Program Project in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. The accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting, to be employed by MPPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by MPPA to the Participating Member not later than one hundred eighty (180) calendar days after the end of each calendar year.

Section 6. Expenses, Billing, and Payment.

(a) Expenses. Each Participating Member shall be responsible for all charges, fees, costs, expenses, and settlements ("Costs and Expenses") incurred with respect to the specific activities for their program ("Member Costs and Expenses") as well as a portion of the administrative Costs and Expenses of the Retail Energy Improvement Program Project, as allocated herein, that cannot be attributed to any specific Participating Member's program to include, but not limited to, MPPA expenses and any third-party costs and expenses ("Administrative Costs and Expenses"). Each Participating Member's program will have an account and/or records to record the Member's Costs and Expenses. The expected and maximum not-to-exceed costs pertaining to MPPA's contract with a third-party contractor for Retail Energy Improvement Program Project implementation services, which will comprise the majority of Member Costs and Expenses, are detailed by calendar year on Exhibit B attached and incorporated herein to this Agreement. The Retail Energy Improvement Program Project will have a general account to record any Administrative Costs and Expenses. All Administrative Costs and Expenses in the general account shall be allocated to the Participating Members in the Retail Energy Improvement Program Project as follows: Seventy five percent (75.00%) democratic and twenty five percent (25.00%) based on the load ratio share of a Participating Member's MWh sales compared to the total of all MWh sales of all Participating Members as reported by the most recent Energy Information Administration ("EIA") reports / data.

(b) Billing. MPPA shall provide each Participating Member monthly invoices for any cost and expense attributable to the Participating Member's program on or around the 10th calendar day of each month for the Member's participation in the Retail Energy Improvement Program Project during the preceding month.

(c) Payment. Monthly payments required to be paid to MPPA for Retail Energy Improvement Program Project costs and expenses, as invoiced, pursuant to this Section 6 shall be due and payable to MPPA at the principal office of MPPA or bank account of MPPA, or such other address or bank account as MPPA shall communicate in written or electronic form to the Participating Member, on the 25th day of the Month following receipt of the invoice for such costs and expenses, or in the event the 25th day of the Month falls on a weekend or a bank holiday, the next following business day (“Due Date”) within ten (10) business days after the Participating Member’s receipt of the invoice, whichever is later.

(d) Delay-Payment Penalty and Interest. If payment in full is not made on or before the close of business on the Due Date, a delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rate” on such day (or if not published on such day the most recent preceding day on which published), plus two percent (2%), or the maximum rate lawfully payable by the Participant, whichever is less. If the due date falls on a Saturday, Sunday, or a bank holiday, the next following business day shall be the last day on which payment may be made without the addition of the delay-payment charge.

(e) Dispute Process. In the event of any dispute as to any portion of any invoice, the Participating Member shall nevertheless pay the full amount of the disputed amounts when due and shall give written notice of the dispute to MPPA not later than the date such payment is due, if the Participating Member is already aware of the dispute, or within thirty (30) calendar days of discovering the grounds for the disputed amounts, but only if the Participating Member could not have reasonably been expected to have discovered the grounds for dispute by the original due date. Such notice shall identify the disputed invoice, state the amount in dispute and set forth a full statement of the grounds upon which such a dispute is based. No adjustment shall be considered or made for disputed amounts unless notice is given as required above. MPPA shall give consideration to such dispute and shall advise the Participating Member in writing of its position within thirty (30) calendar days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such corrected amount and the invoiced amount shall be subtracted from the next statement submitted to the Participating Member after such determination or, if this Participation Agreement has terminated, shall be paid to Participating Member within thirty (30) calendar days of such determination. The Participating Member shall continue to be responsible after the termination of this Agreement for its share of financial obligations associated with this Agreement that accrued during the Initial Term and any subsequent Extension Term of this Agreement.

Section 7. Term.

This Agreement shall become effective as of the date upon which it is fully executed by the parties hereto and shall survive for an initial term through December 31, 2029, at 11:59 p.m. (“Initial Term”). Thereafter, this Agreement may only be extended upon written agreement between the parties hereto, subject to subsequent approval of the Participating Member’s governing body (“Extension Term”). The Initial Term and any Extended Term may be terminated by the Participating Member or MPPA pursuant to Sections 8, 9, or 13.

Section 8. Default of Participating Member.

(a) Payment Default. Failure of the Participating Member to timely make any payments to MPPA required under this Participation Agreement shall constitute an immediate default on the part of the Participating Member. In the event of such a default, the Participating Member shall not be relieved of its liability for payment of the amounts in default and MPPA shall have the right to recover from the Participating Member any amount in default. In enforcement of any such right of recovery, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Participation Agreement against the Participating Member, and if the default is not cured within five (5) business days following a written declaration of default by MPPA to the Participating Member, MPPA may, upon twenty (20) calendar days' written notice to the Participating Member, terminate this Participation Agreement and cease and discontinue providing all or any portion of the Services.

(b) Covenant Default. Material failure of the Participating Member to timely and satisfactorily meet the Covenants as required in Section 2 of this Participation Agreement shall constitute a default on the part of the Participating Member. In the event of such default, MPPA shall provide the Participating Member with a written description of the covenants required under this Agreement which the Participating Member has failed to satisfactorily meet. If the default is not cured within thirty (30) calendar days following receipt of such declaration of default by the Participating Member, MPPA may, upon sixty (60) calendar days' written notice to the Participating Member, terminate this Participation Agreement and cease and discontinue providing all or any portion of the Services.

Section 9. Default of MPPA.

In the event of any default by MPPA under any covenant, obligation, or term of this Participation Agreement, the Participating Member's remedy for such default shall be limited to mandamus, injunction, action for specific performance, or any other available equitable remedy as may be necessary or appropriate, and/or termination of this Agreement upon at least sixty (60) calendar days' written notice to MPPA; provided, however, the date of termination shall be sixty (60) calendar days after the date written notification of termination is given.

Section 10. Abandonment of Remedy.

In case any proceeding or action taken on account of any default shall have been discontinued or abandoned for any reason, the parties shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of MPPA and the Participating Member shall continue as though no such proceedings had been taken.

Section 11. Waiver of Default.

Any waiver at any time by either MPPA or the Participating Member of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in

connection with this Participation Agreement, shall not be a waiver with respect to any subsequent default, right, or matter.

Section 12. Liability of Parties.

MPPA and the Participating Member agree that the Retail Energy Improvement Program Project constitutes a separate project of MPPA. The Participating Member shall assert no monetary claims or money damage claims against MPPA for any default or breach of this Participation Agreement, and the Participating Member is limited to equitable relief only as provided herein. In addition, the parties agree that under no circumstances shall the financial assets, funds, and accounts and physical assets of any other MPPA project be available to satisfy any of MPPA's obligations to the Participating Member under this Agreement. The sole available recourse for the Participating Member or MPPA for any acts, errors or omissions by the other party, other than the recourse provided under Sections 6, 8, and 9 of this Agreement, shall be the withholding of currently owed amounts or suspension of the provision of services, followed by the termination of this Agreement.

Section 13. Termination.

This Participation Agreement shall be terminated after completion of the Initial Term (i.e., termination may become effective no earlier than December 31, 2029, at 11:59 pm), unless otherwise terminated as permitted below or pursuant to Sections 8 or 9, or extended pursuant to Section 7.

In the event Participating Member is not taking Retail Energy Improvement Program Project implementation services from the third-party contractor (i.e., the Participating Member has a \$0.00 value for that calendar year on Exhibit B), Participating Member may leave the Project and terminate this Participation Agreement upon providing MPPA thirty (30) days prior written notice.

The Participating Member and MPPA both recognize that charges, fees, expenses, and settlements may survive the term of this Participation Agreement. Notwithstanding anything in this Agreement to the contrary, in the event such charges, fees, expenses, and settlements are incurred as the result of services provided under this Agreement, the Participating Member shall continue to remain liable and financially responsible for all costs associated with the charges, fees, expenses, and settlements until they are recovered in full.

Section 14. Amendment.

Except for changes to Exhibit A, included as part of this Agreement, any amendments to this Agreement shall be approved by the governing board of each party hereto as executed by authorized signers before any such amendment shall be effective.

Section 15. Applicable Law.

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Michigan.

Section 16. Severability.

If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

Section 17. Counterparts.

This Agreement may be executed in counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

MICHIGAN PUBLIC POWER AGENCY

By _____

Its _____

Attest:

PARTICIPATING MEMBER

By _____

Its _____

Member _____

Attest:

EXHIBIT A

SERVICES DESCRIPTION MATRIX FOR 2026-2029

Program Name	Program Description
Residential Services	
Residential Virtual Assessments	Program provides free virtual home energy audits to identify energy-saving recommendations. Residential customers will receive a personalized report and access to an online kit portal to receive free energy-saving products.
Residential Appliance Recycling	Program enables Residential customers to responsibly dispose of old, inefficient refrigerators, freezers, window air conditioners, and dehumidifiers while earning rebates.
Residential Online Marketplace	Program enables Residential customers to purchase energy-saving products, access instant rebates, enroll in Clean Energy programs, and schedule installations through a streamlined e-commerce platform.
Residential High Efficiency Products & HVAC Rebates	Program provides financial incentives to Residential customers for upgrading to ENERGY STAR® certified appliances and high-efficiency HVAC systems.
Residential Efficient Electrification	Program supports Residential customers in transitioning from fossil fuel-based systems to high-efficiency electric technologies through incentives and tailored support.
Residential Low Income Services	
Low Income Virtual Assessments	Program provides free virtual home energy audits to identify energy-saving recommendations. Income-qualified customers will receive a personalized report and access to an online kit portal to receive free energy saving products.
Low Income Appliance Recycling	Program enables income-qualified customers to responsibly dispose of old, inefficient refrigerators, freezers, window air conditioners, and dehumidifiers while earning rebates.
Low Income Kits	Program provides income-qualified customers with free energy-saving kits tailored to their household needs. These kits typically include LED lighting and other basic efficiency measures, and are distributed through direct mail or community-based outreach.
Low Income Online Marketplace	Program enables income-qualified customers to purchase energy-saving products, access instant rebates, enroll in Clean Energy programs, and schedule installations through a streamlined e-commerce platform.
Low Income Retail Lighting	Program provides free or discounted energy-saving lighting products—such as LEDs and specialty bulbs—to income-qualified customers through direct distribution, retail coupons, and direct-ship kits.
Low Income High Efficiency Products & HVAC Rebates	Program provides financial incentives to customers for upgrading to ENERGY STAR® certified appliances and high-efficiency HVAC systems.
Low Income Weatherization	Program provides no-cost weatherization services to income-qualified customers, including insulation, air sealing, and health and safety upgrades.
Low Income Efficient Electrification	Program supports income-qualified customers in transitioning from fossil fuel-based systems to high-efficiency electric technologies through incentives and tailored support.
Commercial & Industrial Services	
Commercial & Industrial	Program delivers tailored energy efficiency services to C&I customers, including comprehensive planning, incentives, and implementation support for lighting, HVAC, refrigeration, and process improvements.
Commercial & Industrial Efficient Electrification	Program supports C&I customers in transitioning from fossil fuel-based systems to high-efficiency electric technologies through incentives and tailored support.

EXHIBIT B**NOT-TO-EXCEED THIRD-PARTY CONTRACTOR IMPLEMENTATION COSTS
2026-2029**

Portland	
Program Year	Implementation Costs*
2026	\$90,952
2027	\$86,023
2028	\$87,499
2029	\$88,601

*Implementation costs represent third-party implementation service costs only and do not include MPPA administrative and/or third-party Evaluation, Measurement, and Verification ("EM&V") costs.

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-67
A RESOLUTION APPROVING A PROPOSAL FROM COOK
BROTHERS EXCAVATING TO PERFORM WORK FOR THE
GRANT STREET SUBSTATION PROJECT

WHEREAS, with the installation of the new Grant Street Substation, it is necessary to install conduit from the Grant Street Substation to the main distribution vault located at the Electric Department; and

WHEREAS, the Electric Superintendent requested competitive bids from three vendors for the required excavation services; and

WHEREAS, the Board of Light and Power reviewed the quotes and recommends that City Council approve the proposal from Cook Brothers Excavating to perform the excavation work at an estimated cost of \$82,746.00, as detailed in the memo and quote attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the proposal from Cook Brothers Excavating to perform the excavation work at an estimated cost of \$82,746.00, as detailed in the memo and quote 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: October 6, 2025

Monique I. Miller, City Clerk

Memo



To: City of Portland – Board of Light and Power

From: Todd Davlin, Electric Superintendent

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

Date: September 30, 2025

Re: **BLP 25-9D** - Approve Cook Brothers Excavating's Grant Street Substation Circuit Exits Proposal

The City of Portland – Board of Light and Power (BLP) requested competitive bids from three vendors for excavation services related to the construction of the underground electrical interconnect between the Grant Street Substation and the BLP distribution vault located at 723 East Grand River Avenue.

- Newkirk Electric – Declined to Bid
- C&L Excavating – Declined to Bid
- Cook Brothers Excavating – \$82,746.00

Recommendation: Recommend City Council approve the proposal from Cook Brothers Excavating to perform excavation work in support of the underground conduit installation from the Grant Street Substation to the City of Portland's Main Distribution Vault located at 723 East Grand River Avenue. The proposal includes road, curb, and sidewalk restoration, vault coring, and concrete encasement.

Fiscal Impact: The cost of the proposed expenditure is \$82,746.00.

CITY OF PORTLAND
GRANT STREET SUBSTATION CIRCUIT EXITS
EXCAVATION & SITE RESTORATION
BID FORM

This Bid is submitted by:

Company: Cook Brothers Excavating, Inc.
Address: 7974 Lyons Rd.
Portland, MI 48875
Phone: 517 647-6255
Email: dale@cookexcavating.com & diane@cookexcavating.com

Contractor Base Bid Price: -74171.00-

57,171.00
+ 25,575.00 (concrete encasement)

total 82,746

Bruce G Cook
SIGNATURE
Bruce G. Cook
PRINT NAME
President
TITLE

September 22, 2025
DATE

Comments or Exceptions to Bid:

Concrete Encasement ADD \$25575.00

*note: Revisions above agreed to visit with
Bruce Cook on 9/29/25 @ 7:30 AM*

CITY OF PORTLAND
 GRANT STREET SUBSTATION CIRCUIT EXITS
 EXCAVATION & SITE RESTORATION
 CONSTRUCTION UNIT LIST

UNIT ITEM DESCRIPTION	UNIT	QUANTITY	LABOR & MATERIAL	EXTENDED TOTAL
Trench, Backfill & Compact (1-2 1/2" & 6-6" Conduits)	LFT	55		6050.00
Trench, Backfill & Compact (2-2 1/2" & 6-6" Conduits)	LFT	55		8525.00
Trench, Backfill & Compact (3-2 1/2" & 12-6" Conduits)	LFT	135		13500.00
Sand Backfill, Class II (LM) ¹	CU YD	50		1260.00
Saw Cutting, 4" - 6" Concrete or HMA	LFT	72		300.00
22A Aggregate Base, 8" (CIP) ¹	SQ YD	45		920.00
4" Concrete Sidewalk ¹	SQ YD	104		7950.00
6" Curb & Gutter, Concrete ¹	LFT	20		1400.00
HMA Trench Repair ¹	SQ YD	45		6240.00
Vault Wall Penetration & Sealing ¹	LS	1		1595.00
Retaining Wall¹	LFT	80		17000.00
Substation Stone Surfacing ¹	LS	1		799.00
Lawn Restoration (4" Top Soil, Seed & Mulch) ¹	SQ YD	118		4212.00
Trench Spoils, Haul & Dispose	CU YD	73		880.00
HMA Pavement, Remove, Haul & Dispose	SQ YD	45		1520.00
4" Concrete Sidewalk Remove, Haul & Dispose	SQ YD	93		1420.00
6" Curb & Gutter, Remove, Haul & Dispose	LFT	20		600.00
			TOTAL BASE BID PRICE:	74171.00

Removed

¹All material required to be supplied by Contractor

*Revised price - 17,000.00
 57,171.00*

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-68

**A RESOLUTION APPROVING A PROPOSAL FROM KENDALL
ELECTRIC TO PURCHASE CONDUIT MATERIALS FOR THE
GRANT STREET SUBSTATION PROJECT**

WHEREAS, with the installation of the new Grant Street Substation, it is necessary to construct the underground distribution system interconnect from the Grant Street Substation to the main circuit vault located at the Electric Department; and

WHEREAS, the Electric Superintendent requested competitive bids from three vendors for the required conduit materials; and

WHEREAS, the Board of Light and Power reviewed the quotes and recommends that City Council approve the proposal from Kendall Electric to supply the conduit materials at a cost of \$27,091.64, as detailed in the memo and quote attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the proposal from Kendall Electric to supply the conduit materials at a cost of \$27,091.64, as detailed in the memo and quote 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: October 6, 2025

Monique I. Miller, City Clerk



Memo

To: City of Portland – Board of Light and Power

From: Todd Davlin, Electric Superintendent

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

Date: September 30, 2025

Re: **BLP 25-9B** - Approve the purchase of electrical conduit materials from Kendall Electric Company

The City of Portland – Board of Light and Power (BLP) competitively bid three vendors for conduit materials to be used in constructing the underground electrical interconnect between the Grant Street Substation and the BLP distribution vault located at 723 East Grand River Avenue. Initial bids were received at the following prices:

Power Line Supply	\$27,688.45
Kendall Electric	\$18,826.67
RESCO	\$21,855.04

The initial request for quotes specified fiberglass 6-inch diameter sweep 90s. After thoughtful deliberation, historical consideration of materials successfully used in past projects, and evaluation of lead times relative to the project schedule, we requested revised quotes from Kendall and RESCO for galvanized sweep 90s.

Kendall Electric provided the best overall option in terms of schedule and cost. Their revised quote supports a fall 2025 construction timeline and utilizes material types familiar to our installation crews, at a competitive price. The total revised cost from Kendall Electric is \$27,091.64.

Recommendation: Recommend City Council approve the purchase of electrical conduit materials from Kendall Electric. The conduit will be used to construct the underground distribution system interconnect from the Grant Street Substation to the City of Portland Main Circuit Vault located at 723 East Grand River Avenue.

Fiscal Impact: The cost of the proposed expenditure is \$27,091.64.



**KENDALL
ELECTRIC**

A MEMBER OF THE KENDALL GROUP

Quotation S115957551

Order Date: 09/09/25	
Terms: Net Due 30 Days	
Customer PO#	Release #
CONDUIT RFP	
Ordered By: TODD DAVLIN	
Phone: 517-647-2942	

KENDALL ELECTRIC
7633 LANAC ST
LANSING MI 48917-9517
517-322-2411 Fax 517-322-0743

Sold To: 7817
CITY OF PORTLAND
ATTN ACCOUNTS PAYABLE
259 KENT ST
PORTLAND, MI 48875-1495

Ship To: 254160
CITY OF PORTLAND
259 KENT ST
PORTLAND, MI 48875-1495

Warehouse	Ship Via	Freight Allowed		Account Manager	Inside Salesperson	
EKDC	ELAN33	Out: No	In: No	DAVIS COURTRIGHT, ESCB	KEVIN NICO, ELAN	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	10ea	2017045	31-385 IDL 5GAL PULLING LUBE	09/12/25	90.894/e	908.94
	570ft	24569	2-1/2 PVC SCH 40 CONDUIT..	09/12/25	142.829/c	814.13
	2280ft	24584	6 PVC SCH 40 CONDUIT..	09/12/25	444.372/c	10,131.68
	6ea	2936070	UA9DKB-UPC CAR-ELE 2-1/2" SCH 40 90 DEG X 24" ELBOW-BE *** FACTORY STOCK	09/12/25	1628.953/c	97.74
	24ea	5065272	6IN GALV ELBOW 90 DEG 6X60X90 *** FACTORY STOCK PRICE GOOD FOR 10 DAYS	09/12/25	604.056/ea	14,497.34
	6ea	24265	E940K CAR (6141629) 2-1/2 PVC COUPLING..	09/12/25	101.412/c	6.08
	12ea	24270	E940R CAR (6141634) 6IN PVC COUPLING..	09/12/25	794.506/c	95.34
	3ea	24490	E997K CAR (5144009) 2-1/2IN END BELL..	09/12/25	223.235/c	6.70
	12ea	2048597	E997R CAR (5144014) 6 SCH 40 END BELL..	09/12/25	2262.447/c	271.49
	40ea	2072979	S288RLN CAR 6" X 3" BASE SPACER 40PK	09/12/25	278.341/c	111.34



A MEMBER OF THE KENDALL GROUP

Quotation S115957551

Order Date: 09/09/25	
Terms: Net Due 30 Days	
Customer PO#	Release #
CONDUIT RFP	
Ordered By: TODD DAVLIN	
Phone: 517-647-2942	

KENDALL ELECTRIC
 7633 LANAC ST
 LANSING MI 48917-9517
 517-322-2411 Fax 517-322-0743

Sold To: 7817
 CITY OF PORTLAND
 ATTN ACCOUNTS PAYABLE
 259 KENT ST
 PORTLAND, MI 48875-1495

Ship To: 254160
 CITY OF PORTLAND
 259 KENT ST
 PORTLAND, MI 48875-1495

Warehouse	Ship Via	Freight Allowed		Account Manager	Inside Salesperson	
EKDC	ELAN33	Out: No	In: No	DAVIS COURTRIGHT, ESCB	KEVIN NICO, ELAN	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	30ea	2086817	***FACTORY STOCK S289RLN CAR 6" X 3" INTERMEDIATE SP PER 30 PACK **FACTORY STOCK	09/12/25	276.941/c	83.08
	1ea	2832228	368 3M CAUTION BURIED ELECTRIC LINE BELOW (Red) 6IN x 1000ft 05112857773 BOX/4 **FACTORY STOCK *** TAXES NOT INCLUDED ***	09/12/25	67.782/e	67.78
<p>The Kendall Group reserves the right, due to current economic uncertainty, to adjust prices at any time prior to shipment and upon notice to Buyer.</p>						

This quotation is an offer to sell you the goods or services described herein on the terms set forth above and on our Terms and Conditions of Sale (available at https://www.kendallgroup.com/legal_notices/ or by calling 800-632-5422). Your order of any goods or services identified in this quotation constitutes your acceptance of our standard Terms and Conditions of Sale. We object to any additional or different terms attached to, incorporated within, or referenced in your order, including, but not limited to, any delivered electronically, and we reject any prior offers we received from you. The Kendall Group will make commercially reasonable efforts to honor the prices quoted herein for thirty (30) days, but given current economic uncertainty may, at any time prior to shipment and upon notice to you, adjust prices. Requests for certificates of origin, certificates of compliance or similar documents must be made prior to or at the time of order. Wire, conduit & pipe pricing valid for the date of the quotation only. Opened, special order or non-stock items may not be returnable.

Subtotal	27091.64
S&H CHGS	TBD
Sales Tax	TBD
Amount Due	27091.64

Thank You - We Appreciate Your Business

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-69

**A RESOLUTION APPROVING A PROPOSAL FROM RESCO TO
PURCHASE ELECTRICAL DISTRIBUTION VOLTAGE CONNECTION
PARTS FOR THE GRANT STREET SUBSTATION PROJECT**

WHEREAS, with the installation of the new Grant Street Substation, it is necessary to purchase electrical distribution voltage connection parts to be used in constructing the underground electrical interconnect from the Grant Street Substation to the main circuit vault located at the Electric Department; and

WHEREAS, the Electric Superintendent requested competitive bids for the required electrical distribution voltage connection parts; and

WHEREAS, the Board of Light and Power reviewed the quotes and recommends that City Council approve the proposal from Resco to supply the electrical distribution voltage connection parts at a cost of \$24,719.50, as detailed in the memo and quote attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the Board of Light and Power's recommendation to approve the proposal from Resco to supply the electrical distribution voltage connection parts at a cost of \$24,719.50, as detailed in the memo and quote 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: October 6, 2025

Monique I. Miller, City Clerk



Memo

To: City of Portland – Board of Light and Power

From: Todd Davlin, Electric Superintendent

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

Date: September 30, 2025

Re: **BLP 25-9C** - Approve the purchase of electrical distribution voltage connection parts from RESCO

The City of Portland – Board of Light and Power (BLP) competitively bid two vendors for distribution elbows, connectors, bushings, end caps, and junction points to be used in constructing the underground electrical interconnect between the Grant Street Substation and the BLP distribution vault located at 723 East Grand River Avenue.

Below is a summary of the bids received. Both Power Line Supply and RESCO work with a wide range of manufacturers and competitively bid their suppliers to provide cost-effective solutions:

Power Line Supply	\$27,688.45
RESCO	\$24,719.50

Recommendation: Recommend City Council approve the purchase of distribution elbows, connectors, bushings, end caps, and junction points from RESCO. These materials will be used to construct the distribution system interconnect from the Grant Street Substation to the City of Portland Main Circuit Vault located at 723 East Grand River Avenue.

Fiscal Impact: The cost of the proposed expenditure is \$24,719.50.

RESCO

SUPPLYING THE COOPERATIVE ADVANTAGE

Rural Electric Supply Cooperative
 1640 Gover Parkway
 Warehouse 40
 Mt Pleasant, MI 48858
 989-779-1334

QUOTATION

Order Number	
1068372	
Order Date	Page
09/29/2025	1 of 2
Customer PO Number	
Grant Street Sub. Quote	

Quote Expires On: 10/29/2025

Bill To:

PORTLAND, CITY OF
 723 EAST GRAND RIVER AVE
 PORTLAND, MI 48875
 517-647-6912

Ship To:

PORTLAND, CITY OF
 723 EAST GRAND RIVER AVE
 PORTLAND, MI 48875

Requested By: TODD DAVLIN

Attn: PORTLAND, CITY ACCOUNTS PAYABL

Customer Number	Freight Terms	CSR
11530	FREIGHT ALLOWED	STEVE.BRIETZMAN

Line #	Item ID Item Description	Ship Location	Quantities		Unit Price	Extended Price
			Ordered	UOM		

Order Note: QUOTATION NOTES:
 MATERIALS MAY SHIP FROM MULTIPLE LOCATIONS.
 LEAD TIMES ARE SUBJECT TO CHANGE BASED ON FACTORY
 LOADING AT TIME OF ORDER.
 STOCK ITEMS ARE SUBJECT TO PRIOR SALE. IF STOCK IS OUT AT
 TIME OF ORDER, CURRENT
 FACTORY LEAD TIMES WILL APPLY. PRICING VALID FOR 30 DAYS

1	WPJ-640 LUBE PULLING WINTER GRADE 5 GAL P1 1-2wks	RESCO - Middleton	3	EA	134.65000	403.95
2	NA250-4I CONNECTOR, 250MCM, 4 POS. 8-10WKS	RESCO - Mt Pleasant	14	EA	8.65000	121.10
3	NA350-6I CONN SEC BARE 6-POS 10-350 P24 QUOTING NA350-6I, NA250-6I IS OBSOLETE	RESCO - Mt Pleasant	17	EA	11.55000	196.35
4	40166 LUG COMP AL 2-HOLE 500MCM 35KV RATED MUST ORDER IN MULTIPLES OF 10 PCS. 4WKS	RESCO - Mt Pleasant	10	EA	31.55000	315.50
5	7654-S-4 TERM W/O CONN 4/0 -500 15KV 2/0-4/0 25KV STOCK SUBJECT TO PRIOR SALE	RESCO - Mt Pleasant	6	EA	117.45000	704.70
6	K655BE 600A BUSHING WELL EXT W/STUD 15/25KV STOCK SUBJECT TO PRIOR SALE	RESCO - Mt Pleasant	15	EA	169.20000	2,538.00
7	K656DR CAP INSULATED 600A 15/25KV W/TP STUD STOCK SUBJECT TO PRIOR SALE	RESCO - Mt Pleasant	9	EA	175.25000	1,577.25
8	650ETP ELBOW TAP PLUG 15KV LOADBREAK 600A STOCK SUBJECT TO PRIOR SALE	RESCO - Mt Pleasant	21	EA	214.65000	4,507.65



SUPPLYING THE COOPERATIVE ADVANTAGE

Rural Electric Supply Cooperative
 1640 Gover Parkway
 Warehouse 40
 Mt Pleasant, MI 48858
 989-779-1334

QUOTATION

Order Number	
1068372	
Order Date	Page
09/29/2025	2 of 2
Customer PO Number	
Grant Street Sub. Quote	

Quote Expires On: 10/29/2025

Line #	Item ID Item Description	Ship Location	Quantities		Unit Price	Extended Price
			Ordered	UOM		
9	K650-J3-5 JUNCTION 3 PT W/U STRAP 15/25KV 600A 24-26WKS LEAD TIME	RESCO - Mt Pleasant	3	EA	518.45000	1,555.35
<i>Ordered As: K650J3-5</i>						
10	K650-J4-5 JUNCTION 4-POINT W/U STRAP 15/25KV 600A 24-26WKS LEAD TIME	RESCO - Mt Pleasant	6	EA	694.10000	4,164.60
<i>Ordered As: K650J4-5</i>						
11	5412-CI-4/0 SPLICE 4/0STR 15KV .84 - 1.05" 200A STOCK SUBJECT TO PRIOR SALE	RESCO - Mt Pleasant	6	EA	48.95000	293.70
12	162LRJS-CS270 ELBOW JACKET SEAL W/TP 4/0STR 15KV 200A STOCK SUBJECT TO PRIOR SALE	RESCO - Mt Pleasant	6	EA	72.15000	432.90
13	K655LR-K0330 ELBOW, 600AMP, 500MCM 24-26WKS LEAD TIME	RESCO - Mt Pleasant	12	EA	341.10000	4,093.20
14	160DRG INSUL DEADEND CAP 15KV W/GRD WIRE STOCK SUBJECT TO PRIOR SALE	RESCO - Mt Pleasant	6	EA	53.60000	321.60
15	8453 CABLE SEALING KIT COLD SHRINK P10 STOCK SUBJECT TO PRIOR SALE	RESCO - Mt Pleasant	12	EA	33.20000	398.40
16	29-6215-3FO FAULT INDICATOR, UG, 1.57-2.37 8-10WKS LEAD TIME.	RESCO - Mt Pleasant	3	EA	1,031.75000	3,095.25

Total Lines: 16

SUB-TOTAL: 24,719.50
TAX: 0.00
AMOUNT DUE: 24,719.50
 U.S. Dollars

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 25-70

**A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE
MAYOR AND CITY CLERK TO SIGN A LICENSE AGREEMENT TO
PERMIT HOLDING A HAUNTED HOUSE AT THE RED MILL**

WHEREAS, The Friends of the Red Mill has requested permission to hold a haunted house at the Red Mill building located on Water Street for purposes of raising funds for the Red Mill Pavilion Project; and

WHEREAS, the Friends of the Red Mill will be the sponsor of the Haunted House and provide liability insurance to protect the City; and

WHEREAS, the City Manager has prepared a license agreement between the City and the Friends of the Red Mill to allow the use of the Red Mill Property as a haunted house and to protect the City from any claims associated with the event, a copy of the proposed license agreement is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes, and directs the Mayor and City Clerk to sign the License Agreement to permit holding a haunted house at the Red Mill building, a copy of which is attached as Exhibit A.
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: October 6, 2025

Monique I. Miller, City Clerk

LICENSE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2025, between the City of Portland, a Michigan municipal corporation, the address of which is 259 Kent Street, Portland, Michigan 48875, Attn: City Manager (the “City”) and the Friends of the Red Mill, (the “Licensee”).

RECITALS

- A. The City owns certain real property commonly known as the Red Mill located at 450 Water Street, Portland, Michigan (the “Red Mill”).
- B. The Licensee desires to use the Red Mill to hold a haunted house on the outside porch and a portion of the inside and to temporarily store construction materials for the haunted house inside the Red Mill prior to the event. The haunted house event will take place during the month of October.
- C. The City has agreed to grant a license to the Licensee to use the Red Mill for the purposes stated in paragraph B above subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. License. The City grants the Licensee, and the Licensee accepts from the City, a revocable, non-transferable license to use the Red Mill to hold a haunted house on the outside porch and a portion of the inside and to temporarily store construction materials for the haunted house inside the Mill prior to the event. This is a license, and the Licensee understands and agrees that it is only permission to temporarily use the Mill and does not constitute any legal or possessory interest in the site.
2. Use. The Licensee is permitted to use the Red Mill to hold a haunted house during the month of October 2025 and to temporarily store construction materials for the haunted house inside the Red Mill prior to the event subject to the following conditions:
 - i. Licensee shall not put any nails, screws or other fasteners into the wood porch or Red Mill building; and
 - ii. Licensee is responsible for clean-up and restoration of the property and shall leave the Red Mill in as good a condition as before the Licensee’s use.
3. Insurance. Licensee shall furnish a certificate of insurance showing that the Licensee has liability insurance in the minimum amount of \$1,000,000 per occurrence for bodily injury (including death).
4. Indemnification. The Licensee shall hold the City harmless from, indemnify it for and defend it against any and all liabilities, claims, damages, causes of action, losses, costs and expenses, including actual attorneys and other legal fees, for all injuries or death of

any person, or damage to any property, occurring directly or indirectly from the Licensee's use of the Red Mill for the purposes stated in paragraph 2 above. It is the intention of both parties that the City shall not be liable or in any way responsible for any damage, loss, or injury due to accident or mishap relating in any way to the use the Red Mill to hold a haunted house or to temporarily store construction materials for the haunted house inside the Red Mill prior to the event.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes and replaces all other prior agreements as to its subject matter and it supersedes and replaces all prior or contemporaneous agreements.
6. Amendment. This Agreement may not be modified or amended except in writing signed by the parties.
7. Governing Law. This Agreement shall be construed and enforced under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this License to be signed as of the date and year first written above.

WITNESSES:

CITY OF PORTLAND

Monique I. Miller

James E. Barnes, Mayor

LICENSEE:

FRIENDS OF THE RED MILL

BY: _____
Noreen Logel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JACK R GRIFFIN 345 KENT ST PORTLAND MI 48875	CONTACT NAME: Jack Griffin	
	PHONE (A/C No, Ext): 517-647-6536 FAX (A/C, No): 517-647-2232 E-MAIL ADDRESS: JGRIFFI@FBINSMI.COM	
INSURED FRIENDS OF THE RED MILL LLC 858 MAYNARD ST PORTLAND MI 48875	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : UNITED STATES LIABILITY INSURANCE CO	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		NBP-1557090B	08/21/2025	08/21/2026	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PORTLAND 259 KENT ST PORTLAND MI 48875	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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. 25-71

**A RESOLUTION APPROVING PAYMENT TO F&V CONSTRUCTION FOR
WORK PERFORMED IN RELATION TO THE RIVER CROSSING AND THE
WASTEWATER TREATMENT PLANT PROJECT**

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

WHEREAS, F&V Construction has performed work in relation to the Wastewater Treatment Plant and River Crossing and has submitted a request for payment in the amount of \$349,168.36; a copy of which is attached as Exhibit A.

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

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Portland City Council approves the pay request from F&V Construction for work performed for the wastewater treatment plant project in the amount of \$349,168.36 a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: October 6, 2025

Monique I. Miller, City Clerk

To (Owner):	City of Portland 259 Kent Street Portland, MI 48875	Project:	Wastewater System Improvements CWSRF No. 5758-01	Invoice No.:	122136
DESIGN-BUILDER:	F&V Construction 2960 Lucerne Drive SE Grand Rapids, MI 49546			Application No.:	36
				Application Date:	September 30, 2025
				Period to:	September 30, 2025
				FVC Proj No.:	1221
				Contract Date:	December 23, 2021

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY

Change Orders Approved	ADDITIONS	DELETIONS
Change Order No. 1	\$ 28,649.69	\$ -
Change Order No. 2	\$ 14,723.00	\$ -
Change Order No. 3	\$ 6,836.00	\$ -
Change Order No. 4	\$ 21,544.00	\$ -
Change Order No. 5	\$ 1,887,894.00	\$ -
Change Order No. 6	\$ -	\$ (32,116.76)
Change Order No. 7	\$ 84,247.00	\$ -
Change Order No. 8	\$ 103,137.00	\$ -
Change Order No. 9	\$ 22,460.00	\$ -
Change Order No. 10	\$ 591,725.00	\$ -
Change Order No. 11	\$ 87,752.48	\$ -
TOTALS	\$ 2,848,968.17	\$ (32,116.76)

Approved this Month

	TOTALS	\$ -	\$ -
Net Change by			
Change Orders	\$ 2,848,968.17	\$ (32,116.76)	

CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 12,750,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 2,816,851.41
3. ADJUSTED CONTRACT SUM TO DATE (Line 1 + Line 2)	\$ 15,566,851.41
4. TOTAL COMPLETED & STORED TO DATE	\$ 14,617,859.54
5. RETAINAGE	\$ 100,000.00
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 14,517,859.54
7. LESS PREVIOUS PAYMENTS	\$ 14,168,691.18
8. CURRENT PAYMENT DUE	\$ 349,168.36
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 4 + Line 5)	\$ 1,048,991.87

AMOUNT CERTIFIED

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

\$ 349,168.36

DESIGN-BUILDER:

Cory Turner

By: _____ Date: September 30, 2025

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

APPROVALS:

By: _____ Date: _____
CITY OF PORTLAND

Payment Application No. 36

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

Contract No.	Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previously Invoiced	Work Completed this Period	Total Completed to Date	Balance to Finish	Percent Complete
C1	Site Work & Excavation	\$ 1,557,040.00	\$ 1,584,922.29	\$ 3,141,962.29	\$ 3,073,652.93	\$ 25,879.36	\$ 3,099,532.29	\$ 42,430.00	99%
C2	Concrete	\$ 684,595.00	\$ 159,637.00	\$ 844,232.00	\$ 735,767.00	\$ 108,465.00	\$ 844,232.00	\$ -	100%
C3	General Trades	\$ 656,125.00	\$ 250,738.15	\$ 906,863.15	\$ 709,498.65	\$ -	\$ 709,498.65	\$ 197,364.50	78%
C4	Painting	\$ 210,568.00	\$ 66,005.00	\$ 276,573.00	\$ 267,173.00	\$ -	\$ 267,173.00	\$ 9,400.00	97%
C5	Mechanical	\$ 4,527,209.20	\$ 316,066.39	\$ 4,843,275.59	\$ 4,587,175.60	\$ -	\$ 4,587,175.60	\$ 256,099.99	95%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ 75,228.00	\$ 1,147,965.00	\$ 1,132,965.00	\$ -	\$ 1,132,965.00	\$ 15,000.00	99%
C7	Biosolids Storage Tank	\$ 488,780.00	\$ -	\$ 488,780.00	\$ 488,780.00	\$ -	\$ 488,780.00	\$ -	100%
C8	Sanitary Sewer Improvements (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C9	Cured-in-Place Pipe	\$ -	\$ 129,198.00	\$ 129,198.00	\$ -	\$ 129,198.00	\$ 129,198.00	\$ -	100%
C10	River Crossing (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C11	Masonry	\$ 225,000.00	\$ -	\$ 225,000.00	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	100%
C12	Concrete Demo (Included in C1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C13	Owner's System Integrator WWTP	\$ 49,900.00	\$ 5,750.00	\$ 55,650.00	\$ 52,650.00	\$ 3,000.00	\$ 55,650.00	\$ -	100%
	Owner's System Integrator Lift Stations	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	100%
	General Conditions	\$ 313,700.00	\$ 187,750.48	\$ 501,450.48	\$ 357,800.00	\$ 5,540.00	\$ 363,340.00	\$ 138,110.48	72%
	Design-Builder's Fee	\$ 831,800.00	\$ 232,272.00	\$ 1,064,072.00	\$ 986,459.00	\$ 30,336.00	\$ 1,016,795.00	\$ 47,277.00	96%
	Basic Services - Design, VE & Pre-Con	\$ 740,000.00	\$ -	\$ 740,000.00	\$ 740,000.00	\$ -	\$ 740,000.00	\$ -	100%
	Basic Services - PM, Admin, SS	\$ 789,800.00	\$ 245,542.21	\$ 1,035,342.21	\$ 908,270.00	\$ 46,750.00	\$ 955,020.00	\$ 80,322.21	92%
	Design-Builder's Contingency	\$ 602,745.80	\$ (439,758.11)	\$ 162,987.69	\$ -	\$ -	\$ -	\$ 162,987.69	0%
Contract Total		\$ 12,750,000.00	\$ 2,816,851.41	\$ 15,566,851.41	\$ 14,268,691.18	\$ 349,168.36	\$ 14,617,859.54	\$ 948,991.87	94%

Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previously Invoiced	Work Completed this Period	Total Completed to Date	Balance to Finish	Percent Complete
CWSRF No. 5758-01	\$ 12,750,000.00	\$ 127,388.41	\$ 12,877,388.41	\$ 12,557,411.24	\$ 135,004.17	\$ 12,692,415.41	\$ 184,973.00	99%
Earmark: CO No. 5, 9 & 10	\$ -	\$ 2,502,079.00	\$ 2,502,079.00	\$ 1,630,497.00	\$ 169,027.19	\$ 1,799,524.19	\$ 702,554.81	72%
DDA: CO No. 7 & 8	\$ -	\$ 187,384.00	\$ 187,384.00	\$ 142,247.00	\$ 45,137.00	\$ 187,384.00	\$ -	100%
Total	\$ 12,750,000.00	\$ 2,816,851.41	\$ 15,566,851.41	\$ 14,330,155.24	\$ 349,168.36	\$ 14,679,323.60	\$ 887,527.81	94%



City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, September 15, 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

Guests: Kathy Parsons; Cena and Roy Schneider

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

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

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

There was no Public Comment

Under City Manager Report, City Manager Dymczyk reported meeting with Friends of the Red Mill regarding Wi-Fi installation at the Red Mill Pavilion. Vendors at the farmers market and other events have been experiencing issues with processing transactions when there are large crowds, as their mobile hotspots are unreliable in those conditions. The city is exploring options to provide Wi-Fi service at the pavilion, with costs potentially passed through to pavilion rentals. Mr. Dymczyk noted that the cost details are still being evaluated, and the service would have a "winter mode" during non-active months.

There was discussion.

City Manager Dymczyk attended a Michigan Public Power Associates (MPPA) meeting on September 10, 2025, with the Electric Superintendent Davlin. He explained that the electric industry is experiencing a dynamic period, and MPPA is working on a software update to better manage investments and improve market information.

He also attended the Middle of the Mitten Managers meeting on September 10, 2025, which provided an opportunity for collective learning and problem-solving with peers.

City Manager Dymczyk reported he is currently working on several zoning matters including a resident with a request to build a pole barn, and a business inquiry about a vacant parcel on Grand River Ave. that has both Grand River corridor overlay and highway district restrictions.

City Manager Dymczyk reported that the listing for the city's 50-acre parcel at 1800 East Grand River has expired. He is having conversations about the current market conditions and expectations for return, with plans to relist the property soon.

City Manager Dymczyk reported the Portland Area Municipal Building (PAMA) is experiencing plumbing and flooring issues that are affecting police operations. Chief Thomas arrived on a Monday to find her office flooded when a drain disconnected from the kitchen sinks upstairs. She and her staff had to remove ceiling tiles to address the water damage. City Manager Dymczyk noted this is an ongoing issue in the multi-jurisdictional building, and the city is working with plumbers to find a solution without completely redoing the 1980s-era bathroom facilities. The floor tiles in the building are also raising and coming loose.

Chief Thomas provided information on the problems that are occurring.

Mayor Barnes expressed concern about the working conditions, particularly since the police department needs to secure evidence and maintain proper facilities. Mayor Pro-Tem VanSlambrouck suggested filing an insurance claim to address the issues promptly.

There was discussion.

Council Member Fitzsimmons, who serves on the PAMA Board, explained that the building has a five-member board (two from the city, two from Portland Township, one from Danby Township), which limits what can be done without board approval. He indicated they would address this at the upcoming meeting on Wednesday, September 17, 2025, to establish emergency repair procedures.

City Manager Dymczyk reported the Planning Commission met on September 10, 2025, and approved two items:

1. Edgemont Apartments at 240 Charlotte Highway received conditional site plan approval to increase from 24 to 32 units (24 one-bedroom and 8 two-bedroom units), pending a civil engineer's review of stormwater management.
2. Tru Family Dental at 155 Rowe Avenue was approved to increase parking from 19 to 26 spaces to accommodate their business growth from 8 to 14 employees and from 112 to 250 weekly visitors.

City Manager Dymczyk reported that city flags were at half-staff over the weekend due to the tragedy in Utah. The city has formalized its policy for lowering flags, ensuring that when the governor or president issues a proclamation, all city properties will comply.

City Manager Dymczyk noted he attended the VFW Burger Night on September 12, 2025, to raise funds for suicide prevention efforts in the community and schools. He enjoyed the event and engaging with the community.

There were no presentations.

Under New Business, the Council considered Resolution 25-62 to approve payment to Fleis & VandenBrink in the amount of \$30,888.02 for construction engineering services for the Divine Highway Bridge Project.

Motion by Johnston, supported by Sheehan, to approve Resolution 25-62 approving Fleis & VandenBrink's invoice for construction engineering services for the Divine Highway Bridge Project.

Yeas: Johnson, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 25-63 to amend the Budget for Fiscal Year 2025-2026.

City of Portland
City Council Minutes – September 15, 2025

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 25-63 to amend the Budget for Fiscal Year 2025-2026.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City and the Closed Session Council Meeting held on September 2, 2025, payment of invoices in the amount of \$568,786.02 and payroll in the amount of \$155,426.34 for a total of \$724,212.36. There were no purchase orders over \$5,000.00.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Dymczyk noted that the collective bargaining agreements for both POLC and GELC were included in communications. He explained there had been a delay between when the tentative agreements were approved and when the contracts were executed due to the time needed to gather signatures. He mentioned they've made notes to shorten this window for future contract renewals.

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck noted the VFW burger night fundraiser raised \$874.45 for the school's suicide prevention program.

He also announced an upcoming fundraiser at the September 19, 2025, Portland High School football game for the Backpack for Bellies program. Those who donate items such as canned pasta, instant oatmeal, granola breakfast bars, ramen noodles, or fruit snacks will receive free popcorn. Donations can also be made online via QR code.

Mayor Pro-Tem VanSlambrouck also expressed interest in helping communicate information about the upcoming Divine Highway bridge closure. City Manager Dymczyk confirmed he will discuss communication efforts at the progress meeting scheduled for the next day.

Mayor Barnes raised a concern about residents potentially needing to park vehicles on both sides of the Divine Highway Bridge during construction to maintain their daily routines. City Manager Dymczyk acknowledged this concern and said he would follow up with the City Engineer about designating parking areas and addressing other logistical questions. He emphasized the importance of early public communication about the project timeline and detour routes, especially for local businesses and their employees.

Mayor Barnes noted that September 17, 2025, marks the anniversary of the U.S. Constitution's presentation in 1787 and acknowledged its enduring importance and flexibility. He also recognized the tragedy in Utah where Charlie Kirk was killed, stating that such violence is unacceptable.

Council Member Johnston shared the Portland High School marching band attended the Rockford Band Invitational on Saturday and took third place. She noted that being invited to the event was an honor, and praised the band director, Mr. Sulecki, and the supportive community around the marching band program.

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

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 7:42 P.M.

Respectfully submitted,

James E. Barnes, Mayor

Monique I. Miller, City Clerk

DRAFT

City of Portland
Synopsis of the Minutes of the September 15, 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

Resolution 25-62 approving Fleis & VandenBrink's invoice for construction engineering services for the Divine Highway Bridge Project.

All in favor. Approved.

Resolution 25-63 to amend the Budget for Fiscal Year 2025-2026.

All in favor. Approved.

Approval of the Consent Agenda.

All in favor. Adopted.

Adjournment at 7:42 P.M.

All in favor. Adopted.

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

DRAFT

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KARA DOUGHERTY	02767	ASSESSING SERVICES 2ND HALF OF SEPT 2025 - ASSE	1,679.75
INDEPENDENT BANK	00197	BOND PAYMENT - ELECTRIC	8,485.00
PORTLAND AREA FIRE AUTHORITY	02128	2ND QTR FIRE SERVICES 2025 - COM PROMO	36,998.06
STAR THOMAS	01654	PHONE BILL REIM - POLICE	40.00
DAN SOWLES	02724	CELL PHONE REIMB - AMB	40.00
ANDREW DYMZYK	02902	PHONE BILL REIM - CITY MANAGER	40.00
GRANGER	00175	REFUSE - REFUSE	18,086.91
WILLIAM TOWNSEND	MISC	EOP REFUND - ELECTRIC	125.00
BRANDON TRIERWEILER	MISC	EOP REFUND - ELECTRIC	35.00
DENNIS HUFNAGEL	MISC	EOP REFUND - ELECTRIC	65.00
APPLIED INNOVATION	02493	CITY HALL COPY MACHINE MAINT - GENERAL	49.22
APPLIED INNOVATION	02493	COPY MACHINE MAINT - ELECTRIC	64.81
FAMILY FARM & HOME	01972	U-POST 6' - WW	9.99
GRAINGER, INC.	00172	SUPPLIES - MTR POOL	70.67
CAPITAL ASPHALT LLC	02578	ASPHALT - WATER	201.67
KEUSCH TIRE & AUTO	00228	OIL CHANGE - ELECTRIC	80.63
GANNETT MICHIGAN LOCALIQ	02738	COUNCIL MTG SYNOPSIS, & ORDINANCE - GEN, ELECTF	401.60
TRUGREEN	02830	AERATION & SEEDING - ELECTRIC	394.76
C STODDARD & SONS	MISC	OIL DISPOSAL - ELECTRIC	345.00
FAMILY FARM & HOME	01972	TOUGH TOTE - WW	164.89
FAMILY FARM & HOME	01972	REFLECTIVE STRIPS - WW	9.98
SPECTRUM PRINTERS, INC.	02648	SUPPLIES - ELECTIONS	870.96
USA BLUEBOOK	01850	SUPPLIES - WW	708.91
CINTAS	02901	RESTOCK MEDICINE CABINET - CITY HALL	102.24
UPS	02587	POSTAGE/SHIPPING - WW, WATER	257.90
CONSUMERS ENERGY	00095	GAS SERVICE -ELECTRIC	136.26
CONSUMERS ENERGY	00095	GAS SERVICE - WW	21.48
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	23.22
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	18.00
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	26.69
CONSUMERS ENERGY	00095	GAS SERVICE - WW	43.21

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	49.30
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	23.22
CONSUMERS ENERGY	00095	GAS SERVICE - CITY HALL	255.36
STAR THOMAS	01654	SUPPLIES REIM - POLICE	183.54
PAMA	01370	40% CONT TO PAMA - COM PROMO	298.57
POWER LINE SUPPLY COMPANY	00389	NEW TRANSFORMERS - ELECTRIC APP CONS AGENDA 2-3	14,320.00
RESCO	00392	TRANSFORMER - ELECTRIC	2,350.00
RESCO	00392	DISTRIBUTION SYSTEM SUPPLIES - ELECTRIC	3,102.50
RESCO	00392	DISTRIBUTION SUPPLIES - ELECTRIC	740.00
RANGE TELECOMMUNICATIONS	02872	TELECOM AFTER HOURS SERV CALLS - ELECTRIC	772.71
GRAINGER, INC.	00172	OIL FILTER - ELECTRIC	174.06
CINTAS	02901	RESTOCK MEDICINE CABINET - WW	7.53
FAMILY FARM & HOME	01972	U POST 6' - WW	59.94
GREAT LAKES WILDERNESS ERT	MISC	TUITION FOR EMS IC COURSE M CASSEL - AMB	1,900.00
CINTAS	02901	RESTOCK MEDICINE CABINET - CEM, PARKS	113.79
STUART C IRBY CO	02969	SWITCH GEAR CABINET GRANT ST - ELECTRIC APP RES	45,792.00
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DE	1,635.97
UM HEALTH SPARROW IONIA OCC. HEALT	02903	DOT PHYSICAL G SCHNEIDER, A AVERY - MTR POOL, V	200.00
JOHN DEERE FINANCIAL	01818	VAR PURCHASES - VAR DEPTS	781.12
CULLIGAN	02130	WATER X3 CITY HALL - GEN	23.00
BLUE WATER SOLUTIONS LLC	MISC	ORION PIT INSTALL KIT - WATER	105.72
SHILOH KRAMER	MISC	ENERGY OPTZ PROGRAM REFUND - ELECTRIC	50.00
KEVIN SIMON	MISC	ENERGY OPTZ PROGRAM REFUND - ELECTRIC	100.00
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - CITY HALL	463.50
PLEUNE SERVICE COMPANY INC.	00741	QRTLY LABOR/PARTS - CITY HALL	790.00
GREAT LAKES JANITORIAL SERVICES	02654	WINDOW CLEANING SERVICES - CITY HALL	1,240.00
NYE UNIFORM CO.	00338	UNIFORM PANTS - POLICE	157.90
CULLIGAN	02130	WATER X4 - POLICE	23.00
OVERWATCH EMERGENCY	02970	INSTALL OF BWC DOCKS - POLICE	122.80
OVERWATCH EMERGENCY	02970	INSTALL OF BWC DOCKS - POLICE	95.50
OVERWATCH EMERGENCY	02970	INSTALL OF BWC DOCKS - POL.ICE	95.50

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KEUSCH TIRE & AUTO	00228	OIL CHANGE - POLICE	67.54
MADISON CASSEL	02680	TEXTBOOKS FOR INSTRUCTOR COURSE - AMB	88.74
RIETH-RILEY CONSTRUCTION CO.	00395	ASPHALT - WATER	257.72
BERTMAN TOOLS LLC	02430	GLOVES - MTR POOL	46.36
BANDIT INDUSTRIES INC.	02347	KNIFE SAVER KIT - MTR POOL	103.06
CINTAS	02901	RESTOCK MEDICINE CABINET - MTR POOL	20.80
GRAINGER, INC.	00172	SUPPLIES - MTR POOL	74.18
CULLIGAN	02130	WATER X1 - WW	9.00
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	46.34
CINTAS	02901	RESTOCK MEDICINE CABINET -ELECTRIC	34.05
CINTAS	02901	RESTOCK MEDICINE CABINET - ELECTRIC	37.42
MARTIN WELDING & MACHINING	02762	HOSES ON VAC TRUCK - MTR POOL	1,400.00
MACQUEEN	02900	REPAIR LEAF VAC - MTR POOL	1,040.18
FAMILY FARM & HOME	01972	WALL PACK LIGHT - ELECTRIC	139.98
GREAT LAKES JANITORIAL SERVICES	02654	CLEANING SERVICES - ELECTRIC	200.00
JACKSON COLLEGE	MISC	SAFETY TRAINING - ELECTRIC	60.00
PLEUNE SERVICE COMPANY INC.	00741	ENGINE ROOM FAN REPAIR - ELECTRIC	462.50
DORSEY COLLEGE	02971	PARAMEDIC TUITION B CASSEL - AMB	8,028.25
APPLIED INNOVATION	02493	CITY HALL COPY MACHINE MAINT - GENERAL	1,109.66
APPLIED INNOVATION	02493	PRINTER INVOICE - VARIOUS DEPTS	763.35
VIZCOM	02861	GRANT STREET DIBOND - ELECTRIC	845.00
CULLIGAN	02130	WATER X2 - PARKS, CEM	16.00
MENARDS	00260	SUPPLIES - CEM	162.50
CAPITAL EQUIPMENT IONIA	02750	SEEDER RENTAL - CEM	133.00
FAMILY FARM & HOME	01972	GLOVES, HITCH PIN - PARKS, CEM	22.48
D & E ELECTRIC LLC	02640	METER PANEL/BREAKER BOX PLAZA - ELECTRIC	3,063.80
MENARDS	00260	SUPPLIES - WW	273.85
POWER LINE SUPPLY COMPANY	00389	LOADBREAK ELBOWS - ELECTRIC	1,078.25
CORRIGAN OIL CO, NO. 11	02693	OIL FOR GENERATORS - ELECTRIC	2,096.60
VC3 INC.	02745	THINKPAD/SHIPPING K ENZ- ELECTRIC	974.00
FLEIS & VANDENBRINK	00153	DFS CLEANUP PROFESSIONAL SVCS - ELECTRIC APP CC	10,981.26

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RECDESK LLC	02842	REC DESK ANNUAL FEE - REC, PARKS	4,800.00
KEUSCH TIRE & AUTO	00228	C1 REPAIRS - POLICE	2,609.19
QUALITY CAR & TRUCK REPAIR	02839	M&R AMB 44 - AMB	535.09
MICHIGAN STATE POLICE	00275	QUARTERLY BILLING, TOKENS X2 - POLICE	66.00
ALPHA OMEGA UTILITY SERVICES	02938	SAFETY CONTRACT - ELE, WTR, WW, MTR POOL	5,083.00
FERGUSON WATERWORKS 3386	02558	PARTS - WATER	251.98
FERGUSON WATERWORKS 3386	02558	MIP X CTS WATER	147.06
AMS INC HEATING & COOLING	02355	PLUMBING LABOR/PARTS -WATER	700.00
VC3 INC.	02745	MICROSOFT MONTHLY AGREEMENT - GEN	1,880.65
WEST MICHIGAN INTERNATIONAL LLC	02546	LIGHT - MTR POOL	64.50
MENARDS	00260	CEMENT - MAJ STS	54.90
MES SERVICE COMPANY LLC	02957	HAND HELD GAS METER REPAIR -WW	425.99
BETH LOWE	MISC	ENERGY OPTZ REFUND PROGRAM - ELECTRIC	125.00
Total:			\$196,002.57

**BI-WEEKLY
WAGE REPORT
September 29, 2025**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	18,909.55	91,262.85	2,264.08	22,580.76	21,173.63	113,843.61
ASSESSOR	-	-	-	-		
CEMETERY	5,083.72	40,483.27	389.27	11,190.40	5,472.99	51,673.67
POLICE	17,194.92	136,606.24	2,223.09	34,668.14	19,418.01	171,274.38
CODE ENFORCEMENT	14.19	148.46	1.09	11.39	15.28	159.85
PARKS	4,407.04	36,707.34	337.50	5,146.05	4,744.54	41,853.39
INCOME TAX	2,335.96	17,551.60	291.95	6,024.61	2,627.91	23,576.21
MAJOR STREETS	3,159.77	25,787.31	363.25	7,065.15	3,523.02	32,852.46
LOCAL STREETS	3,220.68	34,165.45	316.76	11,570.74	3,537.44	45,736.19
RECREATION	1,528.44	15,622.46	117.62	2,113.24	1,646.06	17,735.70
AMBULANCE	29,981.24	205,456.14	3,750.34	38,902.83	33,731.58	244,358.97
DDA	2,826.27	20,583.53	394.14	3,540.14	3,220.41	24,123.67
ELECTRIC	27,410.43	195,555.68	2,987.11	56,544.74	30,397.54	252,100.42
WASTEWATER	10,875.73	74,877.09	1,405.69	17,028.14	12,281.42	91,905.23
WATER	8,465.74	52,460.06	903.37	17,908.06	9,369.11	70,368.12
MOTOR POOL	820.90	5,689.34	91.05	1,474.40	911.95	7,163.74
TOTALS:	136,234.58	952,956.82	15,836.31	235,768.79	152,070.89	1,188,725.61

ALPHA OMEGA UTILITY SERVICES

PO Box 635
Boyer City, MI 49712 US
accounting@aoutilityservices.com



INVOICE

BILL TO
City of Portland, Electric Department
259 Kent Street
Portland, MI 48875

INVOICE 1168
DATE 08/21/2025
TERMS Net 30
DUE DATE 09/20/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
08/12/2025	Services	Full Day Visit: (1) Quarterly training on Traffic Control - combined Departments) and Leadership Meeting	1	3,920.00	3,920.00
08/15/2025	Services	Safety Plan and Manual Site Visit - 7 hours with mileage- Wastewater to document procedure of task as requested by Tony Smith	1	1,163.00	1,163.00

BALANCE DUE

\$5,083.00

Pay invoice

Accounts not paid in full within thirty (30) days will incur a service charge of 1.5% per month or 18% annually. Please see terms and conditions of agreement for additional information.



PURCHASE ORDER

City of Portland

P.O. **18221**

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

VENDOR Integrity Mobile Services
11911 Sandbar Rd.
Portland, MI 48875

DATE: 10/2/25

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Cemetery Fence Restoration	101.567.974		\$6,800 ⁰⁰
DEPARTMENT HEAD (UP TO \$500) <u>Neil Brown</u>		TOTAL	\$6,800 ⁰⁰

MT

Treasurer Initials

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

Integrity Mobile Services, LLC
11911 Sandborn Rd Portland, MI 48875
Phone: (517)391-4920
Email: Integmobile@gmail.com

Portland Parks, recreation & cemetery
259 Kent Street,
Portland, MI 48875
(517) 647-6912
Email: nbrown@portland-michigan.org

BID PROPOSAL

INTEGRITY MOBILE SERVICES:

Integrity Mobile Services was founded in 2014 working with Container companies refurbishing their equipment. Since then, Integrity Mobile has grown into working with the DPW, municipalities, fabrication shops, electric companies, as well as global engineering companies like Eaton Co. We are a fully licensed and insured mobile refurbishing company. We specialize in maintaining your professional image. This not only represents the city departments, but maintains the professional images that you see within communities. Integrity Mobile Services bridges the gap for customer curb appeal and yourself.

COMMENTS OR SPECIAL INSTRUCTIONS:

ALL PRICING IS BASED UPON, TIME, MATERIAL, LABOR AND TRAVEL. CONTRACTOR WILL SUPPLY ALL MATERIAL.

JOB FULFILLMENT:

Integrity Mobile Services will complete approximately 650 feet of historic cemetery fence along bridge street. Time of completion is in a three-week fulfillment from beginning to end (weather permitting). Fencing will stay in place for sandblasting, priming, and painting. Fencing will be completed before June 30th 2026.

Each section of fence will be inspected for damage or repairs prior to work (Parks & Recreation and or their vendors are responsible for repairs if needed). Each section of fence will be sand blasted and then inspected again for any damage or repairs prior to priming. Sherwin Williams Pro-Cryl primer will be applied with a Grayco 495 PC Pro Ultra Max 2 airless sprayer. Once primer has had time to cure a final coat of SpKish gloss black will be applied. Cemetery fence sections are complete after paint is dry and a final inspection is done for proper coating and grid adhesion testing. We are weather permitting, so please keep in mind that grid adhesion testing may take extended time due to humidity or weather. Anticipated start and end dates may also very due to weather. Integrity Mobile Services will notify Portland cemetery director of a planned start date and end date a minimum of a week in advance.

BILLING:

Integrity Mobile Services uses QuickBooks billing systems. Once the project is complete, Integrity Mobile Services will send a bill via QuickBooks with a Net30, as well as a breakdown of work completed. Cemetery Fencing will be placed into a work summary with description. Description of cemetery fence include; how

Michael Perkins
INTEGRITY MOBILE SERVICES LLC 11911 Sandborn Road Portland, MI 48875

many sections and or distance from end to end, date completed and amount completed. Any noticeable repairs will be mentioned in work summary.

PAINT PRODUCT: Paint supplier,
SpKish Industries
600 W Seminary St,
Charlotte, MI 48813

PRIMER PRODUCT: Paint supplier,
Sherwin Williams
440 Swartz Ct,
Ionia, MI 48846

The paint that will be used is an exterior industry standard paint. It is a water reducible alkyd with a 200+hr salt spray (corrosion resistance). This paint is long lasting and will not chalk over time, it's also UV resistant and will maintain gloss. The primer that will be used is a pro-cryl that has added acids for bonding purposes. Primer is Sherwin Williams best acid bonding primer offered through their company.

PRICING:

Integrity Mobile Services cost for the Portland Historic cemetery Fence along bridge street is \$6,800. This offer is valid for the year of 2026 and expires on November 15th 2026.

SALESPERSON	P.O. NUMBER	CUSTOMER	BID #	INSPECTION	TERMS
Mike Perkins	N/A	Parks, Recreation & Cemetery Director	1 st	YES	NET – 30

Thank you for your business!



PURCHASE ORDER

City of Portland

P.O. 16278

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

VENDOR DORSEY COLLEGE
31799 JOHN R. ROAD
MADISON HEIGHTS, MI 48701

DATE: 9-22-2025

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
PARAMEDIC TUITION BRENDAN CASSEL	210.302.960.000		\$ 8028.25
INV 6R01007-04			
DEPARTMENT HEAD (UP TO \$500) <u>Dennis Smith</u>		TOTAL	\$ 8028.25

MT
Treasurer Initials

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

User: NBROWN

DB: Portland

PERIOD ENDING 08/31/2025

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2025	MONTH 08/31/2025	INCREASE (DECREASE)	BALANCE	
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
101-000-402.000	REAL PROPERTY TAXES	1,403,956.00	200,719.77		117,117.88	1,203,236.23	14.30
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,900.00	0.00		0.00	1,900.00	0.00
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	3,350.00	0.00		0.00	3,350.00	0.00
101-000-445.000	PENALTY & INTEREST	6,500.00	0.00		0.00	6,500.00	0.00
101-000-447.000	TAX COLLECTION FEES	53,000.00	5,835.39		3,408.14	47,164.61	11.01
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	4.60		4.60	(4.60)	100.00
101-000-476.000	BUSINESS PERMITS	400.00	0.00		0.00	400.00	0.00
101-000-477.000	CABLE TV FEES	8,000.00	1,755.21		0.00	6,244.79	21.94
101-000-490.000	NON-BUSINESS PERMITS	40,000.00	5,461.00		3,700.00	34,539.00	13.65
101-000-543.000	ACT 302 POLICE TRAINING GRANT	1,500.00	0.00		0.00	1,500.00	0.00
101-000-569.000	OTHER STATE GRANTS	0.00	24.50		0.00	(24.50)	100.00
101-000-570.000	LIQUOR FEES	5,000.00	3,811.50		3,811.50	1,188.50	76.23
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	3,000.00	0.00		0.00	3,000.00	0.00
101-000-574.000	REVENUE SHARING-CONST SALES	415,169.00	70,499.00		70,499.00	344,670.00	16.98
101-000-574.001	REVENUE SHARING-STAT SALES	138,392.00	21,375.00		21,375.00	117,017.00	15.45
101-000-574.002	REVENUE SHARING -PUBLIC SAFETY	2,412.00	0.00		0.00	2,412.00	0.00
101-000-623.000	TRANSCRIPT FEES	500.00	236.45		70.00	263.55	47.29
101-000-624.000	MISCELLANEOUS FEES	500.00	0.00		0.00	500.00	0.00
101-000-628.000	ADMINISTRATIVE CHARGES	480,352.00	80,058.66		40,029.33	400,293.34	16.67
101-000-630.000	CEMETERY LOT SALES	18,800.00	2,950.00		1,350.00	15,850.00	15.69
101-000-633.000	CEMETERY CARE FEES	15,000.00	4,018.00		1,348.00	10,982.00	26.79
101-000-634.000	GRAVE OPENING FEES	21,000.00	4,200.00		2,800.00	16,800.00	20.00
101-000-656.000	DISTRICT COURT FINES	10,000.00	925.09		576.53	9,074.91	9.25
101-000-661.000	PARKING FINES	1,000.00	290.00		280.00	710.00	29.00
101-000-663.000	MISCELLANEOUS FINES	1,500.00	400.00		210.00	1,100.00	26.67
101-000-665.000	INTEREST INCOME	5,000.00	1,782.17		787.45	3,217.83	35.64
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	1,500.00	573.45		225.01	926.55	38.23
101-000-667.000	RENTAL INCOME	11,000.00	2,490.00		720.00	8,510.00	22.64
101-000-676.001	DONATIONS-MISCELLANEOUS	125.00	125.00		0.00	0.00	100.00
101-000-678.000	MERS FOREITURE REVENUES	3,000.00	2,554.93		355.01	445.07	85.16
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	9,000.00	0.00		0.00	9,000.00	0.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	50,000.00	6,498.36		1,946.08	43,501.64	13.00
101-000-678.007	REIMBURSEMENTS-PAMA	2,000.00	2,708.40		2,708.40	(708.40)	135.42
101-000-693.000	SALE OF EQUIPMENT	5,000.00	0.00		0.00	5,000.00	0.00
101-000-699.150	TRANSFER FROM PERP CARE	300.00	67.07		34.18	232.93	22.36
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU O	115,391.00	0.00		0.00	115,391.00	0.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	81,250.00	0.00		0.00	81,250.00	0.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	40,805.00	0.00		0.00	40,805.00	0.00
TOTAL REVENUES		2,955,602.00	419,363.55		273,356.11	2,536,238.45	14.19

Expenditures							
100	COUNCIL	36,820.00	51.06		27.06	36,768.94	0.14
172	CITY MANAGER	244,130.00	27,795.75		16,976.36	216,334.25	11.39
201	GENERAL ADMINISTRATION	524,780.00	107,173.96		86,089.75	417,606.04	20.42
257	ASSESSING	75,815.00	11,319.17		5,606.84	64,495.83	14.93
262	ELECTIONS	9,650.00	18.00		18.00	9,632.00	0.19
265	CITY HALL	99,915.00	14,180.14		8,459.99	85,734.86	14.19
301	POLICE	1,098,389.00	130,343.62		92,366.12	968,045.38	11.87
371	CODE ENFORCEMENT	27,375.00	2,942.64		1,660.17	24,432.36	10.75
567	CEMETERY	230,095.00	30,575.28		19,909.25	199,519.72	13.29
707	COMMUNITY PROMOTIONS	458,486.00	47,534.33		7,405.64	410,951.67	10.37
728	ECONOMIC DEVELOPMENT	29,750.00	5,322.09		3,563.91	24,427.91	17.89
751	PARKS	289,100.00	44,700.13		32,316.94	244,399.87	15.46

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 08/31/2025

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	08/31/2025	MONTH 08/31/2025	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND								
Expenditures								
TOTAL EXPENDITURES		3,124,305.00	421,956.17	274,400.03		2,702,348.83		13.51
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		2,955,602.00	419,363.55	273,356.11		2,536,238.45		14.19
TOTAL EXPENDITURES		3,124,305.00	421,956.17	274,400.03		2,702,348.83		13.51
NET OF REVENUES & EXPENDITURES		(168,703.00)	(2,592.62)	(1,043.92)		(166,110.38)		1.54

PERIOD ENDING 08/31/2025

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	08/31/2025 (ABNORMAL)	MONTH 08/31/2025 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 105 - INCOME TAX FUND								
Fund 105 - INCOME TAX FUND:								
	TOTAL REVENUES	1,200,000.00		234,039.83	78,793.44		965,960.17	19.50
	TOTAL EXPENDITURES	1,758,221.00		22,743.76	14,010.63		1,735,477.24	1.29
	NET OF REVENUES & EXPENDITURES	(558,221.00)		211,296.07	64,782.81		(769,517.07)	37.85
Fund 202 - MAJOR STREETS FUND								
Fund 202 - MAJOR STREETS FUND:								
	TOTAL REVENUES	878,548.00		454.98	318.26		878,093.02	0.05
	TOTAL EXPENDITURES	1,028,504.00		101,905.85	55,302.10		926,598.15	9.91
	NET OF REVENUES & EXPENDITURES	(149,956.00)		(101,450.87)	(54,983.84)		(48,505.13)	67.65
Fund 203 - LOCAL STREETS FUND								
Fund 203 - LOCAL STREETS FUND:								
	TOTAL REVENUES	1,495,564.00		15,930.53	9,287.08		1,479,633.47	1.07
	TOTAL EXPENDITURES	1,562,697.00		53,308.50	28,648.89		1,509,388.50	3.41
	NET OF REVENUES & EXPENDITURES	(67,133.00)		(37,377.97)	(19,361.81)		(29,755.03)	55.68
Fund 208 - RECREATION FUND								
Fund 208 - RECREATION FUND:								
	TOTAL REVENUES	153,760.00		16,337.98	11,628.96		137,422.02	10.63
	TOTAL EXPENDITURES	153,760.00		28,494.25	19,330.14		125,265.75	18.53
	NET OF REVENUES & EXPENDITURES	0.00		(12,156.27)	(7,701.18)		12,156.27	100.00
Fund 210 - AMBULANCE FUND								
Fund 210 - AMBULANCE FUND:								
	TOTAL REVENUES	1,167,345.00		511,656.08	50,855.98		655,688.92	43.83
	TOTAL EXPENDITURES	1,265,348.00		266,555.48	118,982.89		998,792.52	21.07
	NET OF REVENUES & EXPENDITURES	(98,003.00)		245,100.60	(68,126.91)		(343,103.60)	250.09
Fund 248 - DDA FUND								
Fund 248 - DDA FUND:								
	TOTAL REVENUES	483,000.00		23,633.10	20,537.16		459,366.90	4.89
	TOTAL EXPENDITURES	465,260.00		34,567.63	21,358.31		430,692.37	7.43
	NET OF REVENUES & EXPENDITURES	17,740.00		(10,934.53)	(821.15)		28,674.53	61.64
Fund 405 - WELLHEAD IMPROVEMENT FUND								
Fund 405 - WELLHEAD IMPROVEMENT FUND:								
	TOTAL REVENUES	10,000.00		0.00	0.00		10,000.00	0.00
	TOTAL EXPENDITURES	10,000.00		2,020.95	0.00		7,979.05	20.21
	NET OF REVENUES & EXPENDITURES	0.00		(2,020.95)	0.00		2,020.95	100.00
Fund 520 - REFUSE SERVICE FUND								
Fund 520 - REFUSE SERVICE FUND:								
	TOTAL REVENUES	219,670.00		18,333.91	18,177.86		201,336.09	8.35
	TOTAL EXPENDITURES	218,000.00		18,043.48	0.00		199,956.52	8.28
	NET OF REVENUES & EXPENDITURES	1,670.00		290.43	18,177.86		1,379.57	17.39
Fund 582 - ELECTRIC FUND								
Fund 582 - ELECTRIC FUND:								
	TOTAL REVENUES	5,753,650.00		698,541.55	710,987.12		5,055,108.45	12.14
	TOTAL EXPENDITURES	6,471,693.00		943,135.09	549,213.97		5,528,557.91	14.57
	NET OF REVENUES & EXPENDITURES	(718,043.00)		(244,593.54)	161,773.15		(473,449.46)	34.06

User: NBROWN

DB: Portland

PERIOD ENDING 08/31/2025

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2025 NORMAL (ABNORMAL)	MONTH 08/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,857,216.00	160,653.20	158,863.33	1,696,562.80	8.65
	TOTAL EXPENDITURES	2,137,186.00	152,635.90	98,894.58	1,984,550.10	7.14
	NET OF REVENUES & EXPENDITURES	(279,970.00)	8,017.30	59,968.75	(287,987.30)	2.86
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	960,200.00	108,608.14	99,452.39	851,591.86	11.31
	TOTAL EXPENDITURES	983,338.00	97,691.12	54,660.63	885,646.88	9.93
	NET OF REVENUES & EXPENDITURES	(23,138.00)	10,917.02	44,791.76	(34,055.02)	47.18
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
	TOTAL REVENUES	315,700.00	37,440.75	15,827.72	278,259.25	11.86
	TOTAL EXPENDITURES	502,941.00	35,508.53	27,897.68	467,432.47	7.06
	NET OF REVENUES & EXPENDITURES	(187,241.00)	1,932.22	(12,069.96)	(189,173.22)	1.03
TOTAL REVENUES - ALL FUNDS						
		14,494,653.00	1,825,630.05	1,174,729.30	12,669,022.95	12.60
TOTAL EXPENDITURES - ALL FUNDS						
		16,556,948.00	1,756,610.54	988,299.82	14,800,337.46	10.61
NET OF REVENUES & EXPENDITURES						
		(2,062,295.00)	69,019.51	186,429.48	(2,131,314.51)	3.35

Nikki Miller

From: noreply@civicplus.com
Sent: Sunday, September 21, 2025 7:05 PM
To: Nikki Miller
Subject: Online Form Submittal: Board & Commission Application

Follow Up Flag: Follow up
Flag Status: Flagged

Board & Commission Application

Name	Cory O'Connell
Date	9/21/2025
Address	4132 E Grand River Ave. Portland MI 48875
Phone	[REDACTED]
Email	[REDACTED]
Employer	Bluewater Technologies
Employer Phone	[REDACTED]
How long have you lived in the City of Portland?	<i>Field not completed.</i>
Please mark your choice(s).	Downtown Development Authority
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	Served on Board of Directors for Little League Baseball Organization (3 years), held leadership role at Bluewater for 9 years (current)
Are you a high school graduate?	Yes
Are you a college graduate?	Yes
List name of the college or university you	Pittsburgh Technical Institute, Associate of Science

attended and the level of degree earned.

List your professional and work experience.

MultiMedia Farms, Technician - 4 years (2011-Dec 2014)
Bluewater Technologies, Technician - 3 Years (2015-2018)
Bluewater Technologies, Department Head - 8 Years (2018-Current)
Bluewater Technologies, Director of Estimating - 1 Year (April 2025 - Current)

List your community activities, interests and service.

Planning Committee for Brews and Pours (2024, 2025)
HolidayFest Volunteer - 2024

References (optional)

Jeff Smith - Sunfield Township Trustee - (517) 490-1924

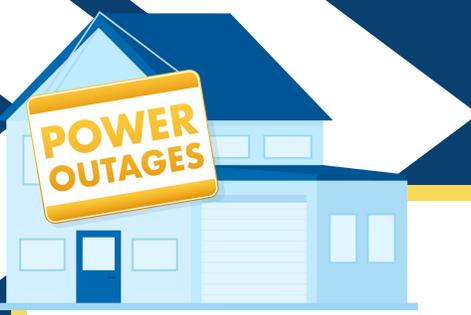
Kiley Hilligan - Owner, ConfluxCity - (571) 334-8104

Braden Graham - COO, Baudville Brands - (616) 591-4902

File Attachment

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Email not displaying correctly? [View it in your browser.](#)



SCHEDULED POWER OUTAGE

**Beginning Saturday, November 1, 2025 at 11:00 PM,
and expected to conclude by
Sunday, November 2, 2025, at 8:00 AM**

This outage is required to complete work on the new Grant Street Substation, scheduled to begin operation in Spring 2026.

During this time, Consumers Energy will be installing and connecting new 46 kV power lines from their existing system to poles that will serve the City's new substation. This important project will strengthen our electric system and prepare for future growth.

We appreciate your patience and understanding as we work to improve the reliability and capacity of your electric service.

For more details use the QR code.





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

☎ 517.323.7500

📠 517.323.6346

September 23, 2025

To the Members of the City Council
City of Portland
Portland, Michigan

We are engaged to audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Portland for the year ended June 30, 2025. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated August 6, 2025, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of the City of Portland. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the City of Portland's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplements the basic financial statements. Our responsibility with respect to the management's discussion and analysis, budgetary comparison information, and pension and OPEB schedules, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on other supplementary information, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

As a part of planning our audit, we have identified significant risks of material misstatement. According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We expect to begin our audit in September 2025 and issue our report on or before November 30, 2025. William I. Tucker IV, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the City Council and management of City of Portland and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Maney Costerian PC

**MEETING MINUTES - REGULAR MEETING
PORTLAND BOARD OF LIGHT AND POWER**

4:00 P.M. Tuesday, August 26, 2025
Board of Light & Power Conference Room
723 East Grand River, Portland, MI 48875



I. CALL TO ORDER AND ROLL CALL

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

II. SAFETY SHARE

Todd Davlin presented a Safety Share regarding back-to-school bus safety.

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

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

V. ACTION ITEM(S)

Action Item BLP 25-8A

Subject: Approve second payment for Consumers Energy interconnect to Grant Street Substation
Recommendation: Recommend that City Council approve the second of two payments to Consumers Energy Company for 50% of the cost of the interconnect associated with the Grant Street Substation.
Fiscal Impact: The cost of the proposed expenditure is \$142,500.

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

Action Item BLP 25-8B

Subject: Approve payment of engine maintenance invoice for Farabee Mechanical
Recommendation: Recommend that City Council approve Farabee Mechanical Inc.'s invoice for engine generator work on the Fairbanks Morse DLA and Nordberg engines.
Fiscal Impact: The total cost for work completed is \$78,519.38.

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

Action Item BLP 25-8C

Subject: Approve purchase of one Viper Recloser along with associated stands and controllers for the Grant Street Substation

Recommendation: Recommend that City Council approve the purchase of one Viper-S Recloser with an SEL 651RA controller, two standalone SEL 651RA controllers, and three Viper-S substation frames. This equipment, along with two Viper-S Reclosers purchased in early 2021, is needed to complete construction of Phase 1 of the Grant Street Substation.

Fiscal Impact: The cost of the proposed expenditure is \$50,858.

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

Action Item BLP 25-8D

Subject: Approve payment of JMAP tuition fees for Kyle Enz

Recommendation: Recommend that City Council approve the payment of tuition fees for Year 1/Week 1 and Year 1/Week 2 to the Joint Michigan Apprentice Program.

Fiscal Impact: The cost for the proposed training is \$6,000.

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

VI. INFORMATIONAL ITEMS

Todd Davlin provided brief reports addressing the following topics:

- a. Financial Report
- b. Reliability Report
- c. Grant Street Substation Update
- d. Engine Plant Maintenance

VII. NEXT REGULAR BLP BOARD MEETING: Tues, September 30th**VIII. PUBLIC COMMENT (5-minute time limit per speaker)**

None

CITY MANAGER COMMENTS

City Manager Andrew Dymczyk provided an overview of current city projects and initiatives.

IX. BOARD COMMENTS

Nick Lefke offered a suggestion to include a pie chart of utility types (i.e., Electric, Water, Sewer) on invoices.

X. ADJOURNMENT

The meeting was adjourned by motion at 5:30 PM.

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

CITY OF PORTLAND

REPORT DATE
PERIOD COVERED

September 19, 2025
August 1-31, 2025

Kwh Consumed	3,545,945
DIESEL PRODUCTION	0
HYDRO GENERATION	99,859

Total Kwh Purchased	3,446,086	Total Dollars Paid	\$ 274,863.12
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Kwh Billed

Residential	1,801,197
Commercial	832,666
Large General	727,680
City St. Lites Metered	6,401
St. Lites Unmetered	
Rental Lights	
Demand	1,905

Dollars Billed

PCA Billed	\$ 53,406.94
Residential	\$ 286,179.15
Residential EO Charge	\$ 3,281.40
Geothermal Discount	\$ -
AMI Opt Out	\$ 105.00
Commercial	\$ 130,454.89
Commercial/LG EO Charge	\$ 2,456.82
Large General	\$ 80,338.04
Large EO Charge	\$ 18.40
City St. Lights Metered	\$ 687.64
St. Lights Unmetered	\$ 1,640.25
Rental Lights	\$ 247.39
Demand	\$ 17,554.38
Tax	\$ 21,873.24

Total Kwh Billed **3,367,944**

Arrears after billing	\$ 19,213.51
Penalties Added	\$ 4,140.50
Arrears end of month	\$ 58,497.06
Fuel Cost Billed	\$ 116,697.02
Amount Collected	\$ 710,167.82
Total Adjustments	\$ 2,604.56

Total Dollars Billed **\$ 598,243.54**

Power Cost Adj. 0.01589

Residential Customers	2,238
Commercial Customers	330
Large General	15
Total Customers	2,583

09/04/25



CITY OF PORTLAND
September-25

WATER DEPARTMENT REPORT

MONTH	Aug-25	PERIOD COVERED	August 1-31, 2025
Customers Billed		Penalties Added	\$ 464.74
City	1,862	Dollars Collected	\$ 100,257.73
Rural	24	Arrears at end of Month	\$ 7,619.66
Total Customers	1,886	Adjustments	\$ 1,971.76
		Gallons Pumped	10,788,000
		Hydrant Flusing/Rental (unmetered)	0 (hydrant flushing)
Gallons Billed		Dollars Billed	
City	12,513,270		\$ 92,842.13
Rural	222,808		\$ 3,002.90
Total	<u>12,736,078</u>		<u>\$ 95,845.03</u>

SEWER DEPARTMENT REPORT

Customers Billed	1,805	Dollars Billed	\$168,868.78
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 168,868.78

Penalties Added	\$ 921.56
Dollars Collected	\$ 157,067.13
Arrears at end of Month	\$ 15,026.43
Adjustments	\$ (119.94)
Gallons Treated per Million	7.551



City Of Portland
Water Department
Monthly Water Report
August 2025

Monthly Water Production

Well #4	6,999,000 Gallons
Well #5	0 Gallons
Well #6	6,600,000 Gallons
Well #7	13,000 Gallons

Daily Water Production

Well #4	233,300 Gallons
Well #5	0 Gallons
Well #6	220,000 Gallons
Well #7	433 Gallons

Daily Average Water Production for All Wells 453,733 Gallons

Total Water Production for the Month 13,613,000 Gallons

Total Water Production for the Previous Month 10,788,000 Gallons

Total Production increased by 2,824,000 Gallons

Total Production for This Month from the Previous Year 13,413,000 Gallons

Total Production increased by 200,000 Gallons

Rodney D. Smith Jr.
Water Technician

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING**

ANNUAL MEETING PER MCL 46.1

SEPTEMBER 23, 2025 – 3:00 P.M.

**101 WEST MAIN STREET
IONIA, MICHIGAN**

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve per diem and mileage
 - C. Approve payments of Common Cash and General Fund Payroll for the month of August 2025- \$ 3,148,917.43
 - D. Approve payments of Health Department payroll and accounts payable for the month of August 2025-\$ 323,157.03
 - E. Approve payments of Road Department payroll and accounts payable for the month of August 2025- \$ 1,076,467.78
 - F. Approval of payments from Trust and Agency for the month of August 2025- \$ 2,124,450.90
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Election for Members of Ionia County Board of Canvassers – Greg Geiger
 - B. Reappointment to Construction Board of Appeals
 - Gregg Yeomans, 2 year term
 - Nathan Sprague, 2 year term
 - Kamm Carpenter, 2 year term
 - Chris Bredice, 2 year term

- C. Request Budget Amendment Approval to Mid-State Health Network SUD Agreement- Haleigh Leslie
- D. Request to Increase Kitten Adoption Fees- Carly Quinn
- E. Request Approval of Secondary Road Patrol and Traffic Accident program grant agreement – Sheriff Noll
- F. Request Approval of Motorola Upgrade of in-car camera systems- Tom Emperor
- G. Request Approval of MDOT TWA I-96 Concrete Repair – Linda Pigue
- H. Request Approval of MDOT Maintenance Carpool Lots – Linda Pigue
- I. Request Approval of Sobriety Court Budget Amendment – Roxy Craton/Chad Shaw

IX. Department Reports

- A.

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 September 2025:

- **Commission on Aging Board**

Appointments for consideration in the month of October 2025:

- **Construction Board of Appeals**
- **Department of Human Services Board**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21963**

- Consumers Energy Company requests Michigan Public Service Commission for approval of its Power Purchase Agreement with Blue Elk Solar I, LLC for the output of the Blue Elk I Solar Plant.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company One Energy Plaza, Jackson, MI 49201, 800-477-5050, for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: <https://mi-psc.my.site.com/s/>.
- A pre-hearing will be held:

DATE/TIME: **Tuesday, October 7, 2025 at 10:00 AM**

BEFORE: **Administrative Law Judge James M. Varchetti**

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) August 15, 2025 application requesting the Commission to: 1) grant approval of the Power Purchase Agreement between Consumers Energy and Blue Elk I pursuant to Section 6t of 2016 PA 341, MCL 460.6t, Section 6j of 1982 PA 304, MCL 460.6j, and all other applicable law; and 2) Grant Consumers Energy such other and further relief as may be lawful and appropriate.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 30, 2025. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's attorney, Evan B. Keimach, 1 Energy Plaza, Jackson, MI 49201.

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

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

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21963**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

U-21963