



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

7:00 p.m. Monday, October 7, 2013
City Council Chambers
City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Action Requested</u>
7:00 PM	I. <u>Call to Order</u>	
7:01 PM	II. <u>Pledge of Allegiance</u>	
7:02 PM	III. <u>Acceptance of Agenda</u>	Motion
7:03 PM	IV. <u>City Manager Report</u>	
7:15 PM	V. <u>Presentations</u>	
	A. Charlsie Abel, Chairperson of Main Street Organization & Finance Committee – DDA/Main Street Report	
	VI. <u>Public Hearing(s)</u> – None	
	VII. <u>Old Business</u>	No Action
	A. Ordinance 180A Granting to Consumers Energy Company, Its Successors and Assigns, the Right, Power and Authority to Lay, Maintain and Operate Gas Mains, Pipes and Services on, Along, Across and Under the Highways, Streets, Alleys, Bridges and Other Public Places, and to do a Local Gas Business in the City of Portland, Ionia County, Michigan for a Period of Ten Years	
	VIII. <u>New Business</u>	
7:20 PM	A. Proposed Resolution 13-80 Approving a Contract with Clear Rate Communications for the ISDN PRI Phone Lines at City Hall	Motion
7:22 PM	B. Proposed Resolution 13-81 Approving a Joint Pole Replacement Project with Homeworks Tri-County Electric	Motion
7:24 PM	C. Proposed Resolution 13-82 Approving, Authorizing, and Directing the City Manager to Change Natural Gas Suppliers for Certain Accounts	Motion
7:26 PM	D. Discussion re: Storz Street Right-of-Way	Motion
7:35 PM	IX. <u>Consent Agenda</u>–	Motion
	A. Minutes & Synopsis from the Regular City Council Meeting held on September 16, 2013	
	B. Payment of Invoices in the Amount of \$99,260.68 and Payroll in the Amount of \$90,431.40 for a Total of \$189,692.08	
	C. Purchase Orders over \$5,000 - None	

Estimated <u>Time</u>		<u>Action Requested</u>
	<p>X. <u>Communications</u></p> <ul style="list-style-type: none"> A. DDA Minutes from August 15, 2013 B. DDA Treasurer’s Report for September 16, 2013 C. Police Department Report for September 2013 D. Ambulance Department Report for September 2013 E. Code/Zoning Report for September 2013 F. Utility Billing Report for August 2013 G. Water Department Report for September 2013 H. Portland Area Municipal Authority Minutes for July 10, 2013 I. Ionia County Board of Commissioners Agenda for September 24th J. Ionia County Board of Commissioners Minutes for September 24th K. MPSC Notice of Hearing for Consumers Energy 	
7:40 PM	<p>X. <u>Public Comment</u> (5 minute time limit per speaker)</p>	
7:45 PM	<p>XI. <u>Other Business</u></p>	
7:50 PM	<p>XII. <u>Council Comments</u></p>	
7:55 PM	<p>XIII. <u>Adjournment</u></p>	Motion

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-80

**A RESOLUTION APPROVING A CONTRACT WITH CLEAR RATE COMMUNICATIONS
FOR THE ISDN PRI PHONE LINES AT CITY HALL**

WHEREAS, the City previously partnered with Portland Public Schools to replace the phone system at City Hall to use the same VOIP phone system and switchgear as the Schools; and

WHEREAS, the City's VOIP phone system is currently served by an ISDN PRI phone line with Telnet, which is the same provider that the Schools were using when the phone system was converted ; and

WHEREAS, Portland Public Schools advised the City that they moved their ISDN PRI service from Telnet to Clear Rate at substantial savings; and

WHEREAS, the City obtained a proposal from Clear Rate, a copy of which is attached as Exhibit A, to move the City Hall ISDN PRI service from Telnet to Clear Rate; and

WHEREAS, the proposal from Clear Rate saves the City \$120 per month on the cost of the ISDN PRI service for the phones at City Hall.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the proposal from Clear Rate, a copy of which is attached as Exhibit A, to move the City Hall ISDN PRI service from Telnet to Clear Rate for an estimated saving of \$120 per month.
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 7, 2013

Monique I. Miller, City Clerk



Master Service Agreement

THIS MASTER SERVICE AGREEMENT dated _____ by and between, Clear Rate Communications, Inc. located at 555 S. Old Woodward, Suite 600, Birmingham, MI 48009 and City of Portland _____ (Hereinafter referred to as the "Customer") located at:

Billing Information (Customer completes the above date/company info. and this section)
Company Name - City of Portland
Address -259 Kent Street
City, ST Zip -Portland, MI 48875
Federal Tax ID - (Please Provide)
Main Phone -

In consideration of the mutual covenants and promises of the parties, Clear Rate Communications, Inc. and Customer covenant and agree as follows:

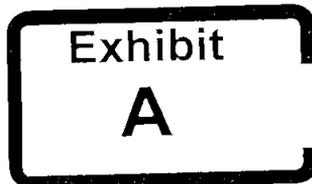
1. TERM of the AGREEMENT:

- 1.1. Initial Term: This Agreement is effective and the parties' obligations commence upon the date of execution by Clear Rate Communications ("Effective Date") and continues in effect for a period of Thirty-Six (36) months ("Initial Term") from the earlier of the date any of the services are first utilized by Customer (as determined by Clear Rate's records), or the 90th day after the Effective Date, which date shall be deemed "Start of Service Date".
1.2. Automatic Renewal: This agreement renews automatically for successive Twelve (12) month periods at the expiration of the Initial Term, unless otherwise cancelled in accordance with the termination provisions of this Agreement.
1.3. Cancellation: Either party may terminate this Agreement upon expiration of a term upon written notice given at least Thirty (30) days prior to expiration of the then current term but not more than Ninety (90) days prior to expiration of the then current term.

2. Rates and Charges. The rates and charges for the Services shall be those set forth in "Exhibit A" Pricing and Service Schedule(s), as applicable. For any Clear Rate service used by Customer for which a rate is not specified in this Agreement, the Parties shall mutually agree on the applicable rate for the Service, but if the Parties cannot agree and Customer utilizes the Service, Clear Rate's standard business rate shall apply.

3. Provision of Services. Subject to the terms and conditions of this Agreement, Clear Rate Communications shall provide to Customer the specified telecommunications and network access services set forth in Exhibit A (the "Pricing and Service Schedule"), solely for Customer's own use, and not for the use or benefit of any third party. Customer may allow its employees, agents, and other users to access the Services on Customer's behalf, provided Customer communicates the terms and conditions of this Agreement to all potential users, and obtains from each user (or, in the case of a minor user, from the parent or legal guardian) a substantively equivalent agreement that limits the liability of Clear Rate Communications as described in this Agreement. Customer takes full responsibility for the use of the Services by any minors and hereby consents to such minors' use of the Services. The Services provided by Clear Rate Communications to the Customer are not for resale without the prior written agreement of Clear Rate Communications.

Initial page here ____
Date here _____



4. Service Level Agreement and Credits. The following Service Level Agreement applies to all dedicated facilities with term commitments of at least two years. The SLA covers the Internet router port(s) and voice port(s) in the POP and if applicable, the SONET backhaul circuit which connects directly to the customer local access circuit, the network backbone interconnecting the POPs and supporting systems within Clear Rate's control, which provide domain name routing, voice routing and other functions which will enable customer to logically interact with the network. This SLA specifically excludes force majeure events, scheduled maintenance, outages, emergency interruptions, terrorist acts, Acts of God and on-site equipment provided by Clear Rate or otherwise.
 - 4.1. Network Availability of 99.99% measured on a monthly basis for access ports and backbone network in the contiguous United States. Average monthly round-trip transmission latency of no more than 85 milliseconds within backbone network in the contiguous United States. Less than 1% packet loss on the IP backbone in the contiguous United States.
 - 4.2. The entire liability of Clear Rate Communications for all claims of whatever nature arising out of its failure to meet the SLA or otherwise related to its provision of the service (including its negligence) shall be a credit as follows:
 - 4.3. For service interruptions or network unavailability greater than 36 continuous minutes (hereafter an "Outage") Customer will be eligible to receive a credit computed in accordance with the following formula. Outage credit = Outage hours- 1 multiplied by \$5.00.
 - 4.4. The outage credit shall apply to the charges for any circuit affected by an Outage; provided however that if any portion of the affected circuit remains useable by Customer, the outage credit shall not apply to that pro-rata portion of the mileage. The duration of each Outage shall be calculated in hours. An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to Clear Rate Communications, or when indicated by network control information actually known to Clear Rate Communications personnel whichever is earlier. Each Outage shall be deemed to terminate upon restoration of the affected circuit as evidenced by appropriate network tests. Outage credits shall not be granted if the malfunction of any circuit is due to an Outage other defect occurring in on-site equipment provided or not provided by Clear Rate Communications.
 - 4.5. All Outage credits shall be credited within 2 invoice months for the affected circuit after receipt of Customer's written request for credit provided Customer reported the Dedicated Facility service failure in a timely manner. A written request via fax 1-877-877-5225 or email at support@clearrate.com must be received with 30 days of the SLA failure event. The total of all Outage credits applicable or accruing in any given month shall not exceed 75% of the amount payable by Customer to Clear Rate Communications for that same month for such circuit.
 - 4.6. The Outage credits described in this section shall be the sole and exclusive remedy of Customer in the event of any failure of Clear Rate Communications to comply with SLA, and under no circumstances shall such a failure be deemed a breach by Clear Rate Communications under this agreement.
5. Restrictions/Acceptable Use. Customer shall only use the Services for lawful purposes, in compliance with all applicable laws including, without limitation, copyright, trademark, obscenity, and defamation laws. To comply with applicable laws and lawful government requests, to operate its Services properly, or to protect itself or its account holders, Clear Rate Communications reserves the right to access and disclose any information, data, graphics, video, sound, files and other content created by, provided by, or accessed by Customer ("Content"). Clear Rate Communications reserves the right in its sole discretion, but shall not be obligated, to remove from public view any Content incorporated on or through its Services. Clear Rate Communications will fully cooperate with law enforcement authorities in investigating suspected lawbreakers, and reserves the right to report to such authorities any suspect activity if which it becomes aware.
6. Unlimited Calling Plan. The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing or any other excessive usage application.
7. Equipment; Security. Unless otherwise set forth in this Agreement, Customer shall be responsible for obtaining and maintaining any equipment needed to connect to, access, and otherwise use the Services, including, without limitation, modems, routers, computing and telecommunications hardware, software, and local and long distance telephone service. Customer shall be responsible for ensuring such equipment is compatible with the Services. Customer shall provide reasonable security and reasonable environmental conditions for any equipment provided by Clear Rate. Customer shall provide prompt access to such equipment. Damage to equipment due to Customer failure to provide adequate security, environmental conditions or equipment access shall cause Customer to be billed for Clear Rate equipment provided to customer.
8. Circuit Extensions, Cross Connects, Additional Taxes and Fees. Prices listed herein are exclusive of any taxes, tariffs, telecommunications surcharges, or other fees that may be imposed from time to time by applicable third

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parties, law, or regulations. Such surcharges or fees include, but are not limited to, cross connect fees for customer provisioned local loops, telecom circuit extension fees, electrical extensions, service calls, and fees for jacks and other peripheral equipment provided by a third party and/or not contracted for herein. Circuit Extensions shall be defined as the extension from the Minimum Point of Entry ("MPOE") to the Customer's desired demarcation location. In cases where Customer is a lessee of the facilities in which service are to be installed, Customer assumes complete responsibility for all negotiations with lessor regarding access rights and any delays associated therewith.

9. **Payment Obligations.** Customer shall pay monthly to Clear Rate Communications the fees for all Services provided as set forth in this Agreement. Each invoice will show any fees due for usage for the previous completed month. Failure to pay fees on a timely basis may result in interruption or termination of the Services. Should the Services be terminated, interrupted or discontinued due to non-payment, Clear Rate Communications may at its option require Customer to pay a restoration charge, in addition to any current late payment charge and interest, prior to reconnecting the Services. Unpaid invoices are subject to Clear Rate Communications' then-current late payment charge and interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection, including attorney's fees. In consideration of credit being extended by Clear Rate Communications for the services rendered herein, whether the party to be billed is an individual, a proprietorship, a corporation, or other entity, the undersigned guarantor guarantees to Clear Rate Communications the faithful payment, when due, of all accounts associated with the instant document for the life of the account, including any past due balance, upon the termination of the account by either Clear Rate Communications or the undersigned. Absent written permission by creditor, this personal guarantee may not be revoked. Customer shall notify Clear Rate Communications in writing, within thirty (30) business days of receipt of a billing statement, of any good faith dispute concerning any amount due hereunder. Such notice shall include a written statement identifying in reasonable detail the facts relating to the dispute, the amount disputed by the Customer and the relief requested or proposed by Customer. Customer's dispute of an amount due shall not relieve Customer of its obligations to pay such amount in accordance with this Agreement. The failure of Customer to dispute, in accordance with this section, an amount due shall constitute a waiver by Customer of any objection to such amount.
10. **Termination.** This Agreement shall be effective and binding upon the parties hereto upon full execution by both parties. The term of this Agreement shall commence upon the initial service connection by Clear Rate Communications and shall continue for the term set forth above. This Agreement shall automatically be renewed for successive Twelve (12) month periods after the initial Thirty-Six (36) month term, subject to earlier termination as set forth herein, unless either party notifies the other on or before thirty (30) days prior to the end of the then existing term but not more than ninety (90) days prior to the current term. Should Customer terminate this Agreement, other than for breach, at any time during the term of the Agreement, Customer shall be liable to pay Clear Rate Communications an Early Termination Charge ("ETC") equal to 90% of the average full monthly invoices [a minimum of four valid invoices must have been generated otherwise an amount equal to the monthly recurring charge for all services ordered (as determined by Clear Rate's records) will be substituted for the average monthly invoice amount] times the remaining months in the then current term. Removal, transfer, disconnection or cancellation of a service or services (as determined by Clear Rate's records) will be deemed termination of contract and the ETC will apply. Minor service changes, as determined by Clear Rate, shall not be considered termination of contract. Customer shall be assessed an ETC in accordance with this section. Clear Rate Communications damages, in the event of early termination, are difficult or impossible to determine. The ETC provided in this Agreement constitutes liquidated damages and is not intended as a penalty. Either party may terminate this Agreement without notice upon the other party's breach of any term, condition, or obligation hereunder if such breach is not remedied (i) within ten (10) days from the date of written notice with respect to any monetary obligation, and (ii) within thirty (30) days from the date of written notice with regard to any other breach. Removal, transfer, disconnection or cancellation of any service to move any service to another carrier will be deemed breach of contract and termination penalties will apply.
11. **Warranty Disclaimer.** Customer uses the Services at Customer's own risk. Clear Rate Communications, its employees, affiliates, agents, third-party information providers, merchants, licensors and the like, do not warrant the Services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Services, or as to the accuracy or reliability of any Content, product, service, or merchandise provided through the Services. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT BY WAY OF LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT, ARE MADE WITH RESPECT TO THE SERVICES OR ANY CONTENT OR SOFTWARE THEREIN.
12. **Confidential Information.** Each Party shall hold confidential and shall not use or permit others to use any confidential information identified as such in writing or orally by either party, or disclose information that Customer or Clear Rate knows or has reason to know is confidential, proprietary, or trade secret information of either entity. Nothing in this subsection shall conflict with, or otherwise alter the provisions of any section of this agreement.
13. **Force Majeure.** Customer shall not hold Clear Rate Communications liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor

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disputes, riots, war, fire, epidemics and similar occurrences beyond Clear Rate Communication's reasonable control.

14. **Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE OR (II) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR FILES, LOST PROFIT, LOSS OF GOODWILL, TIME, SAVINGS OR REVENUE.
15. **Final Approval:** All contracts are subject to final approval and acceptance by the Clear Rate Communications Contract Management office located at 555 S. Old Woodward, Suite 600, Birmingham, MI 48009. Contracts and associated pricing is not considered enforceable or executed until approved by Clear Rate contract management.
16. **Miscellaneous.** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Clear Rate Communications reserves the right to alter pricing due to any local, state or Federal laws and regulations or judgment(s) from any United States Court, associated directly or indirectly with telecommunications that directly or indirectly affects telecommunications costs. This Agreement is not assignable, transferable or sublicensable by Customer except with Clear Rate Communications' prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the conflict of laws provisions thereof. Both parties agree this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Clear Rate Communications in any respect whatsoever. In the event of a breach of this Agreement, or a dispute with respect hereto, which cannot be settled by the parties through negotiation, the parties agree to submit the matter to the Small Claims Court in Southfield, Michigan, or, if such court is unavailable, the Small Claims Court of appropriate jurisdiction and venue elsewhere in Oakland County, Michigan; provided, however, that if the dispute is not within the jurisdiction of such court or the amount of the claim exceeds the jurisdictional limit of such court, the parties agree to submit the matter to binding arbitration in Southfield, Michigan, pursuant to the Commercial Rules of the American Arbitration Association. In addition, the prevailing party shall be entitled to recover costs and attorneys' fees. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. CUSTOMER RECOGNIZES AND AGREES THAT THE WARRANTY, LIABILITY AND REMEDY DISCLAIMERS AND LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT, THAT WITHOUT THEM CLEAR RATE COMMUNICATIONS WOULD NOT ENTER INTO THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY CUSTOMER TO ENTER INTO THIS AGREEMENT.

Accepted By:

Printed Name:	_____	Printed Name:	<u>Amanda Lonczynski</u>
Signature:	_____	Signature:	_____
Title:	_____	Title:	<u>Authorized Sales Representative</u>
Company:	<u>City of Portland</u>	Company:	<u>Clear Rate Communications, Inc.</u>
Date:	_____	Date:	_____

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Date here _____



EXHIBIT A – Pricing and Service Schedule
ISDN PRI | Digital Business Lines

1. ISDN PRI Rate and Price Schedule:

- 1.1. LOCATION: 259 Kent Street Portland, MI 48875
- 1.2. Cost of installation \$ WAIVED per ISDN PRI T-1 – This includes basic installation and activation of the T1 and associated services.
- 1.3. Cost of services \$ 289.00 Per MONTH for ISDN PRI service – This is complete service which includes the NIU and related local loop transmission facilities.
- 1.4. Cost of services \$ FREE Per MONTH for 1 “D” Channels and up to 23 PRI “B” Channels – This includes three ISDN-PRI Ports and 23 channels capable of providing a single voice conversation per channel with Caller ID.
- 1.5. Cost of services \$ FREE for Two (2) Blocks of 20 - DIDs – Customer will be provided with up to 2 blocks of 20 - DIDs at aforementioned rate.
- 1.6. Cost of services \$ FREE Per Local Call – Standard access calls. Customer will be provided with standard local calls at aforementioned rate.
- 1.7. Cost of services \$ FREE per min. Intralata and Regional Calling – Switched standard access calls. Customer will be provided intralata (local-toll), and regional intralata at aforementioned rate.
- 1.8. Cost of services \$ FREE per min. Long Distance – Switched standard access calls. Customer will be provided, interlata, in state, and inter-state long distance (within the contiguous U.S.) at aforementioned rate. International, off-shore, Alaska, and any other calls outside of the contiguous U.S (lower 48 states) shall be charged in accordance with the International/Offshore Switched (standard LD) rate schedule. Available on the web at www.clearrate.com.

Clear Rate Communications, Inc.

Letter of Authorization

STEP 1 - List Telephone Number(s) to transfer

Please list phone numbers that you would like service transferred to Clear Rate Communications, Inc.

1. _____ - _____ - _____	5. _____ - _____ - _____	9. _____ - _____ - _____
2. _____ - _____ - _____	6. _____ - _____ - _____	10. _____ - _____ - _____
3. _____ - _____ - _____	7. _____ - _____ - _____	11. _____ - _____ - _____
4. _____ - _____ - _____	8. _____ - _____ - _____	12. _____ - _____ - _____

STEP 2 - Provide Business Name/Address

Business Name: City of Portland Address: 259 Kent Street
(as it appears on your current local telephone bill)

Suite: _____ City: Portland State: MI ZIP: 48875 - _____

STEP 3 - Sign below

Authorization to TRANSFER Local(Local Exchange) Telephone Service

I authorize Clear Rate Communications, Inc. to notify my local telephone company that I am choosing Clear Rate as my primary carrier for local service. I also appoint Clear Rate Communications, Inc., to act in our name and stead, to coordinate all present and future telephone lines/numbers at all locations that are under my control for the provisioning of local. In addition, this appointment of agency gives Clear Rate the authority and right to: Issue instruction to and otherwise deal with the local exchange company, local-toll company and long distance company. To obtain duplicate copies of customer records, telephone bills, and any other information Clear Rate requires. This authorization shall remain in effect until further written notice. Customer shall be billed on a monthly basis. Customer shall pay the invoice by the due date stated on said invoice. If payment is not received by the due date customer shall pay a late fee in the amount of 1.5% of the unpaid balance per amount or the maximum lawful rate under applicable state law. Clear Rate reserves the right to designate or assign this service agreement to any subsequent providers or to any other carriers providing service and changing underlying carriers. AUTHORIZATION GIVEN BY:

Name (print): _____ Title: _____
Signature: _____ Date: _____

STEP 4 - Sign below

Authorization to TRANSFER Local-Toll(IntraLata) Telephone Service

I authorize Clear Rate Communications, Inc. to notify my local telephone company and local-toll(IntraLata) company that I am choosing Clear Rate as my primary carrier for local-toll(IntraLata) service. I also appoint Clear Rate Communications, Inc., to act in our name and stead, to coordinate all present and future telephone lines/numbers at all locations that are under my control for the provisioning of local-toll(IntraLata). In addition, this appointment of agency gives Clear Rate the authority and right to: Issue instruction to and otherwise deal with the local exchange company, local-toll company and long distance company. To obtain duplicate copies of customer records, telephone bills, and any other information Clear Rate requires. This authorization shall remain in effect until further written notice. Customer shall be billed on a monthly basis. Customer shall pay the invoice by the due date stated on said invoice. If payment is not received by the due date customer shall pay a late fee in the amount of 1.5% of the unpaid balance per amount or the maximum lawful rate under applicable state law. Clear Rate reserves the right to designate or assign this service agreement to any subsequent providers or to any other carriers providing service and changing underlying carriers. AUTHORIZATION GIVEN BY:

Name (print): _____ Title: _____
Signature: _____ Date: _____

STEP 5 - Sign below

Authorization to TRANSFER Long Distance (InterLata) Telephone Service

I authorize Clear Rate Communications, Inc. to notify my local telephone company and long distance(InterLata) company that I am choosing Clear Rate as my primary carrier for long-distance(InterLata) service. I also appoint Clear Rate Communications, Inc., to act in our name and stead, to coordinate all present and future telephone lines/numbers at all locations that are under my control for the provisioning of long-distance(InterLata). In addition, this appointment of agency gives Clear Rate the authority and right to: Issue instruction to and otherwise deal with the local exchange company, local-toll company and long distance company. To obtain duplicate copies of customer records, telephone bills, and any other information Clear Rate requires. This authorization shall remain in effect until further written notice. Customer shall be billed on a monthly basis. Customer shall pay the invoice by the due date stated on said invoice. If payment is not received by the due date customer shall pay a late fee in the amount of 1.5% of the unpaid balance per amount or the maximum lawful rate under applicable state law. Clear Rate reserves the right to designate or assign this service agreement to any subsequent providers or to any other carriers providing service and changing underlying carriers. AUTHORIZATION GIVEN BY:

Name (print): _____ Title: _____
Signature: _____ Date: _____



CUSTOMER CONTACT

*BUSINESS NAME: City of Portland	
*CONTACT NAME: Thomas J. Dempsey	*CONTACT NUMBER: 517-647-2931
*EMERGENCY CONTACT NAME:	*EMERGENCY CONTACT NUMBER:
*E-MAIL ADDRESS: citymanager@portland-michigan.org	

PHONE VENDOR INFORMATION

*BUSINESS NAME:	
*CONTACT NAME:	
*TELEPHONE NUMBER:	*ADDITIONAL CONTACT NUMBER:
*E-MAIL ADDRESS:	

IT VENDOR INFORMATION

*BUSINESS NAME: Portland Public Schools	
*CONTACT NAME: David Palme	
*TELEPHONE NUMBER: 517-647-4161	*ADDITIONAL CONTACT NUMBER:
*E-MAIL ADDRESS: dpalme@portlandk12.org	

PHONE CLOSET ACCESS INFORMATON

*ACCESS CONTACT NAME	*ACCESS CONTACT NUMBER
*ACCESS HOURS	*ACCESSIBILITY LIMITATIONS IF APPLICABLE

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-81

A RESOLUTION APPROVING A JOINT POLE REPLACEMENT PROJECT WITH
HOMEWORKS TRI-COUNTY ELECTRIC

WHEREAS, the City shares a utility pole line with Homeworks Tri-County Electric on Divine Highway that is also used by Westphalia Telephone and WOW cable; and

WHEREAS, the telephone and cable lines on the shared utility poles north of the City limit and south of Barnes Road hang too low and cannot be moved higher on the poles and maintain the minimum clearance standards required from the electric lines; and

WHEREAS, the cable and telephone companies were approached about burying the lines in a joint trench or paying for taller replacement poles and decided to replace 5 poles to obtain the needed height and maintain the required clearance from the electric lines; and

WHEREAS the cost to replace the poles would be borne by the telephone and cable company and the City and Homeworks Tri-County investigated the cost of doing a pilot project to upgrade the 5 poles from wood to concrete which is stronger for wind and ice loading, less likely to be damaged by farm equipment, and has no problem with insects, decay or rot; and

WHEREAS, the increased cost of materials and labor to upgrade the poles from wood to concrete is estimated at \$4,355-\$5530 depending on the price of poles when the order is placed, which would be split between the City and Homeworks Tri-County with each paying \$2,177 -\$2,765 for the upgrade.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves the City participating in a joint pole replacement project with Homeworks Tri-County to upgrade 5 poles north of the City limit and south of Barnes Road from wood to concrete.
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 7, 2013

Monique I. Miller, City Clerk

PORTLAND CITY COUNCIL
Ionia County, Michigan

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

RESOLUTION NO. 13-82

A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE CITY
MANAGER TO CHANGE NATURAL GAS SUPPLIERS FOR CERTAIN
ACCOUNTS

WHEREAS, the Michigan Municipal League (MML) has put together a consortium of municipalities to solicit bids for an alternative natural gas supplier, an email describing the MML's Natural Gas Program is attached as Exhibit A; and

WHEREAS, the City currently contracts with an alternative natural gas supplier which charges the City for natural gas based on a the NYMEX monthly market rate + \$0.90, a copy of that contract is attached as Exhibit B; and

WHEREAS, the City Manager recommends participating in the MML's Natural Gas Program and changing the gas supplier on all of the City's natural gas accounts, except for the account at 723 E. Grand River, to CenterPoint Energy using the variable price option based on the NYMEX monthly market rate + \$0.61 per the proposal attached as Exhibit C.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council approves, authorizes and directs the City Manager to change the natural gas suppliers on the City's accounts, except for the account at 723 E. Grand River to CenterPoint Energy using the variable price option based on the NYMEX monthly market rate + \$0.61 per the proposal attached as Exhibit C.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: October 7, 2013

Monique I. Miller, City Clerk

Tom Dempsey

From: Mandy Reed <mreed@mml.org>
Sent: Friday, October 04, 2013 9:26 AM
To: citymanager@portland-michigan.org
Cc: mtolan@portland-michigan.org
Subject: MML Natural Gas Program - Rate Information
Attachments: Sample Contract - Variabe and Fixed - Large Commercial.pdf.pdf

Importance: High

Thank you for your participation in the League's Natural Gas Program. To date, program participants have experienced an average savings of 10-15% per unit compared to their utility provider, with some months seeing a savings of 25%!

The League recently concluded a Request for Proposal (RFP) and has chosen CenterPoint Energy as the program supplier for the upcoming contract year. CenterPoint was selected after evaluating bids from three suppliers, each of which was fully vetted by our consulting expert Fellon-McCord. Based on its pricing, CenterPoint was the clear choice.

Program Rates & Term Information

To officially join the program, members must make their participation final by February 21, 2014, however, the **recommended variable rate listed below is guaranteed only through October 25, 2013**. A "refreshed" rate will be generated for all contract requests received after this date.

Rate Options

1. Participants may select a **variable price** option. This price will be a "NYMEX plus Basis" price for the term of the contract. This option allows a participant to have a portion of their physical gas price adjusted each month based on NYMEX pricing that is set on the 18th of the preceding month. The "basis" portion of the price is fixed, with a current bid at \$0.61 per Mcf. It is Fellon-McCord's belief that this option is the most advantageous in the current market. A listing of recent NYMEX prices can be found at the bottom of the League's natural gas [webpage](#).
2. The second option participants have is a **fixed price** model. This rate will be fixed for 100% of the physical gas cost for the term of the contract and will be determined on the day you submit your signed contract. The price that is in the final CenterPoint contract will be the price billed each month - it will not change for the term of the contract. The current bid for the fixed rate is at \$4.66 per Mcf for DTE/MichCon customers and \$4.67 per Mcf for Consumers customers. Please note that because pricing is based on the market, the fixed rate cannot be locked until an executed contract is received. As a result, there is a potential for market fluctuations between the bid date and the contract date. To put this price option in perspective, the current utility-supplied gas cost per Mcf used is \$4.74 for DTE/MichCon, \$4.58 for Consumers Energy

Program Term Options:

1. **December 1, 2013 – March 31, 2015:** To begin seeing potential savings this winter, an executed contract needs to be received by October 25, 2013.
2. **April 1, 2014 – March 31, 2015:** If you're not able to meet the deadline above, you can still join by executing a contract by February 21, 2014 with a "refreshed" rate.

When you are prepared to choose a pricing option and execute the contract, please contact Lindsay Brown at Fellon-McCord (LBrown@fellonmccord.com or 502-214-9375) who will prepare your final contract with CenterPoint Energy and ensure your pricing is appropriately set. A *sample* contract is attached for your review prior to finalization.

We want to thank you again for participating in the program - without your collective efforts this wouldn't be possible. So much of what the League does is based upon the collective power and strength of its members, and this program is no different. We are proud to be able to offer this service, and look forward to working with you again to make it a success.

Thank You,





This gas sales Agreement (hereinafter the "Agreement") is made, entered into and effective this 3rd day of December 2010, by and between BORDER ENERGY, INC. organized and existing under the laws of the State of Ohio (referred herein as "Company") and the City of Portland. (referred herein as "Customer").

Variable Price Volumes All other monthly volumes outside of the fixed price position will vary and be calculated utilizing the most recent settlement price of the New York Mercantile Exchange (NYMEX) including current Consumers fuel loss deduction, then adding the Company's margin of \$0.90 per Mcf. Additionally, taxes, if applicable, will be charged. For all service provided under this agreement, Customer will continue to be responsible for all charges assessed by the Utility including any other fees or taxes associated with providing Customer service

For any meter(s) enrolled after April 30th in the first year of service with Border Energy, the Company may be required to purchase gas supply from Consumers Energy at Consumers Energy Gas Cost Recovery Charge for any volume(s) that are used by the Customer above what was allowed to be delivered by Consumers Energy. If this does occur, the Customer will be billed for all volume(s) used by the Customer at the Company's contract price via the Consumers Energy bill. For the volume(s) used by the Customer above what was required to be delivered by Consumers Energy the Company will bill the Customer separately for the volume(s) used above what was allowed to be delivered by Consumers Energy at the difference between the contract price and Consumers Energy Gas Cost Recovery Charge.

Term: This agreement is a month to month agreement and cancelable by either party by providing written notification to the other party of its intent not to continue this agreement. The notification must come at least 30 days in advance of the customers next meter read by the Utility.

Force Majeure: Except with regard to a party's obligation to make payment(s), neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined.

Section (1) Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party,

**Exhibit
B**

the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

Notwithstanding Sections the above, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

Amendments: Company reserves the right to amend this agreement due to any regulatory, tariff, or procedural change that may affect the Company's ability to serve you under this agreement.

Billing: For your convenience you will only receive one bill, which will be issued by Consumers and will contain Company's gas price plus sales tax if applicable and all of the Consumers transportation and other applicable charges. Customer agrees to pay Consumers for the entire gas bill under the Consumers payment terms and conditions. Company reserves the right to issue an invoice to Customer directly and if so the invoice will contain Company's gas price plus sales tax and any other applicable charges. If the Company chooses to bill Customer directly, the Company may terminate this agreement with 15 days notice for customer non- payment.

Billing Questions: If a Customer has a question or concern about their bill you may call our Toll free Customer Service Center at 1-(888)-479-4GAS or send a letter to Border Energy, 9787 Fairway Dr., Powell, OH 43065.

Eligibility: Participation in the program is subject to the rules and regulations of the Consumers Customer Choice Program and customers are sometimes terminated from the program by error or by being in arrears. Should customer fall into arrears during the primary or secondary term of the Agreement Company may elect to reenroll such customers. Customer may contact Consumers to resolve the problem and be reinstated to the program. These Terms and Conditions are subject to Customer acceptance into the program by both the Company and Consumers.

Assignment: This agreement is assignable by Company without Customer consent and only subject to any regulatory approvals.

Regulatory: The Consumers Customer Choice Program is subject to ongoing regulatory evaluation and Customer understands that if the program is terminated at any time this agreement may be cancelled and early termination language does apply.

Liabilities: Neither the Customer nor the Company shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of Consumers to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence.

Dispute Resolution: In the event of a dispute against Border Energy, Customer should try to resolve it first by contacting our customer service department toll free at 1-888-427-4427. If Customer's complaint is unresolved, Customer contact Consumers Energy at the number listed on their bill. If Border Energy or Consumers cannot properly address your concern, Customer may also contact the Michigan Public Service Commission (MPSC) at 1-800-292-9555 or visit their website at www.michigan.gov/mpsc.

Emergency: IF CUSTOMER SMELLS GAS YOU SHOULD IMMEDIATELY CONTACT CONSUMERS AT 1-800-477-5050.

Miscellaneous: This Agreement constitutes the entire understanding of Company and Customer with respect to the subject matter hereof and supersedes, replaces, and cancels any and all similar Agreements between the parties hereto. Except, as provided in the Amendment section of this Agreement, no modification or amendment of this Agreement shall be binding on the parties unless in writing and executed by duly authorized representatives of the parties. Each party has the full power and authority to

enter into and perform this Agreement and the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Company may also request credit information.

I acknowledge that I am the account holder or Legally Authorized Person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to Border Energy. I understand that gas purchased for this commercial account by Border Energy will be delivered through Consumers Energy Company's delivery system. The Legally Authorized Person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to Border Energy. I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be \$1.00. This termination fee is subject to change as your usage and the market price of gas fluctuate. Additionally, I understand and hereby waive my unconditional 14-day right to cancel this contract without termination fees following the date this contract is executed.

City of Portland

Border Energy, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



MICHIGAN GAS CUSTOMER CHOICE FIXED BASIS CONTRACT FOR LARGE COMMERCIAL CUSTOMERS (more than 500 Mcf)

This Michigan Gas Customer Choice Fixed Basis Contract for Large Commercial Customers is dated _____ (the "Effective Date") and is between CenterPoint Energy Services, Inc. ("Seller") and the following account holder ("Buyer"):

PART I. GENERAL TERMS AND CONDITIONS

1.1 Defined Terms. The following terms have the following respective meanings:

(a) "**Contract**" means this Michigan Gas Customer Choice Fixed Basis Contract for Large Commercial Customers including the General Terms and Conditions in Part I hereof, the Transaction Terms in Part II hereof, and any attachments or exhibits referenced herein and attached hereto.

(b) "**Facility**" means the Buyer's building(s) or other facility(ies) identified in Part II of this Contract where natural gas purchased by Buyer from Seller under this Contract will be used or consumed.

(c) "**Gas Customer Choice Program**" means the program that has been approved by the Michigan Public Service Commission that gives the Utility's customers the option to purchase natural gas from a Michigan licensed alternative gas supplier of their choice.

(d) "**Utility**" means the Michigan natural gas public utility identified in Part II of this Contract serving the Facility pursuant to Utility's Gas Customer Choice Program.

1.2 Contact for Notices, Complaints and Emergencies.

(a) Notices, including electronic records as defined in the Michigan Uniform Electronic Transactions Act, required to be delivered under this Contract shall be in writing and sent via hand delivery, mail service delivery, facsimile machine delivery or electronic mail delivery to the applicable contact listed below, except that notices of cancellation by Buyer may also be given verbally to Seller through Seller's phone number below.

Notices to Buyer:	Notices to Seller:
<u>Contact:</u>	<u>Contact:</u> Brian Charlton
<u>Address:</u>	<u>Address:</u> 800 LaSalle Ave, Ste 1725
<u>City/State/Zip:</u>	<u>City/State/Zip:</u> Minneapolis, MN 55402
<u>Phone:</u>	<u>Phone:</u> 616-717-5719
<u>Fax:</u>	<u>Fax:</u> 612-321-5081
<u>Email:</u>	<u>Email:</u> brian.charlton@centerpointenergy.com

(b) For other communications, including questions and complaints regarding service, Buyer may contact Seller by (i) calling 800-495-9880, (ii) emailing cesgasoperations@centerpointenergy.com, (iii) writing to CenterPoint Energy Services, 250 Monroe NW, Suite 400, Grand Rapids, MI 49503, or (iv) visiting Seller's website at www.centerpointenergy.com/ces.

(c) If Buyer's complaint is not resolved after Buyer has contacted Seller, or for general Utility information, Buyer may contact the Michigan Public Service Commission for



assistance at 800-292-9555 between 8:30 a.m. and 4:30 p.m. on weekdays or visit the Commission's website at www.michigan.gov/mpsc or as otherwise specified by the Commission.

(d) In the event of a natural gas emergency, Buyer should contact Buyer's Utility.

1.3 Contract Scope. This Contract governs the transaction described in Part II hereof for the purchase of natural gas by Buyer from Seller for the full requirements of Buyer's Facility (the "**Transaction**"). Buyer and Seller acknowledge and agree that this Contract and the Transaction are entered into pursuant to the Utility's Gas Customer Choice Program.

1.4 Contract Term. This Contract shall be in effect from the Effective Date to the date that this Contract is terminated pursuant to Section 1.6. The rights and duties herein regarding payment for performance rendered prior to this Contract's termination and Section 1.8 hereof shall survive this Contract's termination.

1.5 Invoicing and Payment. Buyer shall be responsible for paying the price charged by Seller for the natural gas supplied to Buyer pursuant to the Transaction (the "**Contract Price**"), in addition to any charges by Buyer's Utility, including gas delivery and customer charges ("**Additional Fees**") and all state and local taxes ("**Taxes**"). For each Transaction, Buyer's Utility will deliver the natural gas to Buyer's Facility(ies) and invoice and collect Seller's charges for the Contract Price, plus Additional Fees and Taxes. The Utility's billing and payment procedures shall apply in accordance with its tariff, including but not limited to the Utility's right to assess late payment fees. The Utility may terminate Buyer's service for non-payment.

1.6 Termination. This Contract and the Transaction may be terminated as follows:

(a) By either party hereto (i) at the end of the Initial Period or any Renewal Period defined in Part II by giving notice to other party at least thirty days prior to the end of such period, or (ii) upon notice if the other party fails to perform a material obligation (including any payment obligation) when such performance is due (such failure, an "**Event of Default**"); or

(b) By Buyer at any time by giving notice to Seller (a "**Voluntary Termination**").

1.7 Early Termination Fees. If, while a fixed Contract Price is in effect, a Voluntary Termination occurs, or if this Contract is terminated due to an Event of Default, Buyer shall be charged or credited by Seller for the liquidated net value (the "**Net Value**") of the projected remaining delivery volumes (in Mcf or Ccf) under the terminated Transaction (as determined under Section 2.2, the "**Liquidated Volume**"). The Net Value of the Liquidated Volume shall equal the difference between the Market Value of the Liquidated Volume and the Contract Value of the Liquidated Volume. If the Net Value is charged to Buyer (i.e., the Market Value is less than the Contract Value), Buyer shall pay Seller the Net Value within ten (10) days of the invoice date to the payment address noted on the invoice. If the Net Value is credited to Buyer (i.e., the Market Value is greater than the Contract Value), Seller shall credit Buyer's account for the Net Value within ten (10) days of Seller's calculation thereof. For purposes of this Section,

(a) "**Market Value**" means the Liquidated Volume multiplied by the sum of (i) the NYMEX natural gas futures settlement price per Mcf or Ccf for the most currently traded futures contract as of the Contract termination date, plus (ii) the MichCon natural gas basis swap settlement price per Mcf or Ccf on such date; and

(b) "**Contract Value**" means the Liquidated Volume multiplied by the fixed Contract Price in effect on the Contract termination date.

1.8 Limitations and Disclaimer of Warranties. **ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS." ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT**

(INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. The laws of the State of Michigan govern this Contract, which include Michigan Compiled Laws, 460.9.

1.9 Force Majeure. Except for Buyer's payment obligations for natural gas received from Seller, the failure of a party to perform an obligation under this Contract shall not be a breach of this Contract to the extent such failure results from acts of God (including fires, hurricanes, earthquakes, tornadoes, flooding, severe thunderstorms or similar natural occurrences), war, riots and civil insurrection, states of emergency, governmental action, the acts or omissions of third parties (including such acts or omissions that result in the curtailment or unavailability of capacity on the Utility's or other transporter's system), or similar occurrences beyond the reasonable control of a party. Seller may terminate this Contract and the Transaction without liability and return Buyer to the Utility's service upon notification of a force majeure event preventing performance or if changes to laws, regulations or the tariffs of the Utility or other transporter are enacted that materially affect Seller's ability to provide natural gas thereunder.

1.10 Miscellaneous. This Contract constitutes the entire agreement between Buyer and Seller regarding the subject matter herein as it pertains to Buyer's Facility, superseding any and all prior written or oral agreements and promises. This Contract will be binding on the parties' respective successors and assigns. This Contract cannot be amended except by written agreement signed by both parties. The parties hereto agree that this Contract constitutes a "forward contract" within the meaning of the United States Bankruptcy Code and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. This Contract shall not be construed as creating any third party beneficiaries hereof. Buyer hereby appoints Seller to act as its limited agent for the following purposes, as deemed applicable by Seller to its performance of the Transaction: (a) making nominations to any Utility on Buyer's behalf; and (b) executing documents on Buyer's behalf as deemed necessary by Seller to deliver natural gas to Buyer's Facility.

PART II. TRANSACTION TERMS

2.1 Buyer's Facility. During the Delivery Period, Buyer will purchase and receive, and Seller will sell and deliver, natural gas to meet the full requirements of the following Facility or Facilities of Buyer:

FACILITY ADDRESS	FACILITY ACCOUNT NO.	ESTIMATED ANNUAL USAGE AS OF THE EFFECTIVE DATE (if known)	UTILITY

2.2 Transaction Term. The term of the Transaction with respect to each Facility starts on _____ and ends on _____ (the "Initial Period") and will thereafter automatically continue for successive one month periods (each, a "Renewal Period" and, together with the Initial Period, the "Delivery Period") unless and until terminated in accordance with Section 1.6. The parties agree that the projected natural gas delivery volumes needed to meet the full requirements of a Facility for any month during the Delivery Period will be based upon the natural gas usage of that Facility during the same month of the previous year.

2.3 Contract Price. The Contract Price for all volumes of natural gas sold and delivered by Seller and purchased and received by Buyer hereunder during the Initial Period and each Renewal Period shall be as follows:

<p style="text-align: center;">Initial Period Fixed Basis Contract Price*</p>	<p style="text-align: center;">Renewal Period Variable Rate Contract Price**</p>
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Index plus \$X.XXX per Ccf or \$X.XXX per Mcf	Index plus Basis plus \$X.XX per Ccf or \$X.XXX per Mcf
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* For purposes of calculating the Fixed Basis Contract Price applicable during the Initial Period, the term "Index" means the NYMEX natural gas futures settlement price for the most currently traded futures contract on the 18th day of the month prior to the month of delivery. If such 18th day does not fall on a business day, then the first preceding business day shall be used.

**For purposes of calculating the variable rate Contract Price applicable during any Renewal Period, (a) the term "Index" means the NYMEX natural gas futures settlement price for the most currently traded futures contract on the 18th day of the month prior to the month of delivery, and (b) the term "Basis" means the MichCon natural gas basis swap settlement price on such day. If such 18th day does not fall on a business day, then the first preceding business day shall be used.

2.4 Delivery Point. The delivery point for Seller's deliveries of natural gas hereunder is the Utility's citygate.

2.5 Delivery Obligation. All natural gas sales and purchases hereunder shall be on a firm basis.

I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this Contract. I understand that by signing this Contract, I am switching the gas supplier for this commercial account to CenterPoint Energy Services, Inc. I understand that gas purchased for this commercial account by CenterPoint Energy Services, Inc. will be delivered through the Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this Contract has 14-days after today to cancel this Contract for any reason through written or verbal notification to CenterPoint Energy Services, Inc. I may waive this right of cancellation by affirmatively agreeing to this waiver in this Contract. If you terminated this Contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be \$0.00. This termination fee is subject to change as your usage and the market price of gas fluctuate.

(Initials of Customer) BUYER HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER ANY MICHIGAN LAW OR REGULATION TO CANCEL THIS CONTRACT AT ANY TIME WITHOUT INCURRING TERMINATION FEES BY SELLER, INCLUDING BUT NOT LIMITED TO THE 14-DAY CANCELLATION RIGHT SET FORTH IN THE UTILITY'S TARIFF.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed by their legally authorized representatives as of the date first above written.

[Insert Buyer's Company Name]

CenterPoint Energy Services, Inc.

By: _____
(Signature of Legally Authorized Person)

By: _____
(Signature of Legally Authorized Person)

(Name)

(Name)

(Title)

(Title)

A confirmation letter will be sent to you within 7 days of signing this Contract.

City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, September 16, 2013

In Council Chambers at City Hall

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Calley, Fabiano and Krause; City Manager Dempsey; City Clerk Miller; Police Chief Knobelsdorf

Guests: Kevin Venton, Part-Time Portland Police Officer, Nicole Sunstrum and Patrick Fitzsimmons, Candidates for City Council; Kathy Parsons, City Representative on the Portland Area Fire Authority; Tom Thelen of the Review & Observer

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

Motion by VanSlambrouck, supported by Fabiano, to approve the Proposed Agenda as presented.

Yeas: VanSlambrouck, Fabiano, Calley, Krause, Barnes

Nays: None

Adopted

Under the City Manager Report, City Manager Dempsey introduced and welcomed Kevin Venton, newly hired part-time police officer for the City of Portland.

City Manager Dempsey presented information on the action items for consideration on the Agenda.

Under New Business, was the First Reading of Ordinance 180A to grant to Consumers Energy the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the City of Portland for a period of 10 years. City Manager Dempsey was able to successfully negotiate terms with representatives of Consumers Energy to keep language in the ordinance that would require them to replace lines older than 1960 and that would require them to work towards moving lines from under City streets.

The Council considered Resolution 13-78 to authorize City Manager Dempsey to cast a ballot for the MML Liability and Property Pool Board of Directors Election of which the City of Portland is a member. The MML Liability and Property Pool is owned and controlled by its members.

Motion by VanSlambrouck, supported by Krause, to approve Resolution 13-78 approving, authorizing, and directing the City Manager to cast a ballot for the MML Liability and Property Pool Board of Directors election.

Yeas: VanSlambrouck, Krause, Calley, Fabiano, Barnes

Nays: None

Adopted

The Council considered Resolution 13-79 to approve an Electronics Recycling Agreement with Vintage Tech Recyclers, Inc. for the Annual Community Clean-Up held on the last Saturday in April each year in partnership with Portland Township and Danby Township. The City has contracted with Vintage Tech Recyclers, Inc. since 2011 to recycle electronics at the Community Cleanup without cost.

Motion by Krause, supported by Fabiano, to approve Resolution 13-79 approving an Electronics Recycling Agreement with Vintage Tech Recyclers, Inc.

Yeas: Krause, Fabiano, VanSlambrouck, Calley, Barnes

Nays: None

Adopted

Motion by Krause, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council meeting held on September 3, 2013, payment of invoices in the amount of \$152,817.28 and payroll in the amount of \$99,990.19 for a total of \$252,807.47. There were no purchase orders over \$5,000 included.

Yeas: Krause, VanSlambrouck, Calley, Fabiano, Barnes

Nays: None

Adopted

Under Council Comment, Council Member Fabiano asked Kathy Parsons to give an update on the Portland Area Fire Authority.

Representative Parsons reported that Assistant Fire Chief Logel was recognized at the last meeting for his leadership as interim Chief from the time of retirement of former Chief Dave Brown and the hiring of the new Fire Chief John Baker. The insurance re-rating is almost completed; a good rating is expected due to the cooperation from the City Water Department. Chief Baker is in the process of completing a 5-year replacement plan for the equipment and vehicles. The Authority is in the midst of its first audit and all appears to be going well. The Authority will host an Open House on Thursday, October 10th in conjunction with Fire Prevention Week. A purchase of extrication and stabilization equipment was also made recently.

Mayor Barnes thanked Representative Parsons and Council Member Fabiano for their service on the Portland Area Fire Authority Board and Assistant Fire Chief Logel for his service to the Authority.

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

Yeas: Fabiano, VanSlambrouck, Calley, Krause, Barnes

Nays: None

Adopted

Meeting adjourned at 7:14 P.M.

Respectfully submitted,

James E. Barnes, Mayor

City of Portland
Synopsis of the Minutes of the September 16, 2013 City Council Meeting

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 Calley, Fabiano and Krause; City Manager Dempsey; City Clerk Miller; Police Chief Knobelsdorf

First Reading of Ordinance 180A granting to Consumers Energy Company, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the City of Portland, Ionia County, Michigan for a period of ten years.

Approval of Resolution 13-78 approving, authorizing, and directing the City Manager to cast a ballot for the MML Liability and Property Pool Board of Directors election.

All in favor. Approved.

Approval of Resolution 13-79 approving an Electronics Recycling Agreement with Vintage Tech Recyclers, Inc.

All in favor. Approved.

Approval of the Consent Agenda - Motion by Krause, supported by VanSlambrouck, to approve the Consent Agenda.

All in favor. Approved.

Adjournment – Motion by Fabiano, supported by VanSlambrouck, to adjourn the regular meeting at 7:14 P.M.

All in favor. Adopted.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AT&T	00686	TELEPHONE SVC- WASTE WATER	53.34
AT&T	00686	TELEPHONE SVC- WASTE WATER	173.65
AT&T	00686	TELEPHONE SVC - VARIOUS DEPTS	3,235.58
HUNTINGTON NATIONAL BANK	00193	VACTOR TRUCK LEASE PMT-MOTOR POOL	18,421.11
CONSUMERS ENERGY	00095	GAS SERVICE - VARIOUS DEPTS	569.90
COTTAGE GARDENS, INC.	00103	TAXUS DENSIFORMIS/BUXUS GREEN-CEMETERY	184.00
ELHORN ENGINEERING	00139	EL-CHLOR CARBOY -WATER	350.50
TIM GROENHOF	01919	MILEAGE REIMB - POLICE	115.71
GRP ENGINEERING INC.	01994	HYDRO METERING ENG - ELECTRIC	139.44
INDEPENDENT BANK	00197	BOND & REDEMPTION FUND - ELECTRIC	5,000.00
KATHY'S CLEANING	01684	CLEANING SERVICES - GENERAL	720.00
KENDALL ELECTRIC	00225	PULLING LUBE - ELECTRIC	406.98
KENDALL ELECTRIC	00225	PULLING LUBE - ELECTRIC	135.66
MARLENE BAUER	MISC	REIMB AMBULANCE RUN - AMBULANCE	170.00
MENARDS	00260	REPLACEMENT BOARDS-ECON DEV	92.33
MICHIGAN COMPANY, INC.	00273	PAPER PRODUCTS - CEM, CITY HALL	81.44
MICHIGAN TAX TRIBUNAL	01062	MOTION FEE - ASSESSOR	50.00
MUNICIPAL SUPPLY CO.	00324	ORION ENDPOINTS - WATER	25,498.00
MUNICIPAL SUPPLY CO.	00324	ADAPTER KIT - WATE	150.00
MUNICIPAL SUPPLY CO.	00324	VERTICAL RESETTER - WATER	66.92
MUNICIPAL SUPPLY CO.	00324	LID MOUNTING KIT - WATER	300.00
MUNICIPAL SUPPLY CO.	00324	TRIMBLE RANGER ORION ANTENNA - WTR	30.00
MUNICIPAL SUPPLY CO.	00324	METER ADAPTER KIT - WATER	221.89
MUNICIPAL SUPPLY CO.	00324	CURB BOX ARCHPATT - WATER	181.68
MUNICIPAL SUPPLY CO.	00324	METER BUSHING - WATER	18.10
MUNICIPAL SUPPLY CO.	00324	VERTICAL RESETTER - WATER	133.84
MUNICIPAL SUPPLY CO.	00324	ORION PREWIRED REM- WATER	448.05
PORTLAND AREA FIRE AUTHORITY	02128	EMS PORTION OF WI-FI AT STATION-AMB	118.75
POWER LINE SUPPLY COMPANY	00389	METER SOCKET FOR HYDRO-ELECTRIC	139.50

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
RESCO	00392	WIRE & CLAMPS- ELECTRIC	205.00
RESCO	00392	ST LIGHT KITS - COMM PROMO	411.60
RESCO	00392	ROLLS OF WIRE - ELECTRIC	1,408.20
R.E. RISK & ASSOC.	01315	SERVICE FEES - INCOME TAX	52.30
R.E. RISK & ASSOC.	01315	SERVICE FEE - INCOME TAX	55.30
R.E. RISK & ASSOC.	01315	SERVICE FEE- INCOME TAX	55.30
SHANE SCHEURER	01575	COMMERCIAL LICENSE RENEWAL REIMB-ELECTRIC	43.00
SPRINT	00859	CELL PHONE - POLICE	121.89
STATE OF MICHIGAN	00428	TOKEN FEE- POLICE	66.00
TELNET WORLDWIDE INC.	02066	PHONE SVC - CITY HALL	507.96
VERIZON WIRELESS	00470	TELEPHONE SVC-ELEC, WW, WTR, M POOL	129.78
WOW! INTERNET-CABLE PHONE	02132	CABLE INTERNET SVC-ELE, WW, MTR POOL	144.41
PAT GOODMAN	MISC	ENERGY OPTZ - ELECTRIC	165.00
LITES PLUS	MISC	ENERGY OPTZ - ELECTRIC	160.00
LITE'S PLUS	00243	LAMPS - CITY HALL	21.00
CITY OF IONIA	00204	SOFTBALLS - RECREATION	137.00
MICHIGAN SECTION, A.W.W.A.	00298	REGISTRATION FEES - WATER	190.00
MENARDS	00260	BAGS OF CEMENT - CEMETERY	76.14
STEVE'S METER SERVICE	00442	METER REPAIR - ELECTRIC	135.00
FLAGS UNLIMITED LTD	00988	FLAGS - CITY HALL, ELECTRC, MTR POOL	153.85
KEUSCH SUPER SERVICE	00228	TIRES - MOTOR POOL	486.40
KEUSCH SUPER SERVICE	00228	GOODYEAR WRANGLER RT- MOTOR POOL	346.00
KEUSCH SUPER SERVICE	00228	GOODYEAR OWL - MOTOR POOL	404.10
KEUSCH SUPER SERVICE	00228	GOODYEAR OWL - MOTOR POOL	134.70
KEUSCH SUPER SERVICE	00228	COMP BALANCE TIRES- MOTOR POOL	30.00
AUTOMOTIVE EQUIPMENT SPECIALISTS	01880	ANNUAL INSPECTION OF HOIST-MOTOR POOL	270.00
JOHN DEERE FINANCIAL	01818	PARTS/LABOR - CEM, PARKS, MOTOR POOL	471.21
CARRIER & GABLE INC.	02031	LIGHT BULB FOR TRAFFIC SIGNALS-COMM PROMO	305.16
GRAINGER, INC.	00172	MOBILGEAR 600XP 220 GEAR OIL-WASTE WTR	195.75

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CHROUCH COMMUNICATION, INC.	00082	RADIO REPAIR - POLICE	109.50
KEUSCH SUPER SERVICE	00228	BALANCE 4 TIRES - MOTOR POOL	20.00
HYDRO DYNAMICS	02203	RAW SWAGE PUMP REPAIR-WASTE WTR	1,594.70
STATE BAR OF MICHIGAN	01074	ANNUAL DUES - CITY MGR	305.00
MUNICIPAL SUPPLY CO.	00324	VERTICAL RESETTER- WATER	152.58
UPS FREIGHT	MISC	SHIPPING - ELECTRIC	123.00
MIRECS	01928	FEES - ELECTRIC	31.24
WARD'S GARAGE	00475	ENERGY OPTZ - ELECTRIC	900.00
BUSINESS CARD	02075	MEMBERSHIP RENEWAL, CONFERENCE-CTY MGR, ASSES, EC	1,353.30
PURITY CYLINDER GASES, INC.	00380	COMPRESSED OXYGEN - AMBULANCE	59.70
MUNICIPAL INSPECTION SERVICES	00323	NON BUSINESS PERMITS - GENERAL	4,070.00
STEVE'S METER SERVICE	00442	NEW METERS - ELECTRIC	680.00
RESCO	00392	PULLING LUBE - ELECTRIC	1,134.00
PSYBUS	00981	PSYCHOLOGICAL EXAM - POLICE	585.00
MRE SERVICES, INC.	00318	COMPUTER SERVICES - GEN, POL, ASSESSOR	1,278.14
KENDALL ELECTRIC	00225	PULLING LUBE - ELECTRIC	1,085.28
CLARK HILL PLC	01422	LEGAL FEES & EXPENSES - BONDS	10,000.00
CLARK HILL PLC	01422	LEGAL SERVICES -GENERAL, CODE	201.00
WESCO	02222	BUSHING INSERTS - ELECTRIC	219.60
MUNICIPAL SUPPLY CO.	00324	VERTICAL RESETTER - WATER	428.30
FP MAILING SOLUTIONS	01758	POSTAGE RESET - GENERAL	12.00
HORROCK'S NURSERY FARMS INC.	01050	SHRUBS - CEMETERY	107.14
VERIZON WIRELESS	00470	PHONE SVC-CTY MGR, CEM, PRKS, AMB, ELEC	361.58
HASSELBRING-CLARK	02073	CITY HALL COPY MACHINE MAINT- GENERAL	113.75
MENARDS	00260	SUPPLIES - CEMETERY	34.20
TOM DEMPSEY	00898	MILEAGE & HOTEL REIMB FOR CONFERENCE-CTY MGR	278.31
ROGER HABEGGER	01841	MILEAGE REIMB FOR CONFERENCE-ELECTRIC	82.48
CHERRY HILL ESTATES	02081	FOURTH QUARTER ASSOCIATION FEES-ECON DEV	60.06
SLICK SHIRTS SCREEN PRINTING	02003	SOCCER & FOOTBALL SHIRTS- RECREATION	887.00

Date: 2/13

CITY OF PORTLAND INVOICE REGISTER

Page: 4

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
FLEIS & VANDENBRINK	00153	ENGINEERING SVC CUTLER RD- LOC ST,WW,WTR	1,347.00
FLEIS & VANDENBRINK	00153	WATER MAPPING FOR ISO - WATER	202.22
FLEIS & VANDENBRINK	00153	2014 STREET IMPROV- LOC ST,WW,WTR	3,694.80
MICHIGAN PAVING & MATERIALS CO.	02102	TONS BLACKTOP - MAJ ST,LOC ST, WATER	343.75
ON THE LEVEL CONCRETE LLC	02141	REPLACE SIDEWALK GRAND RIVER/WEST/PARK ST-COMM	1,450.00
STATE OF MICHIGAN	00428	BACTI SAMPLES- WATER	1,800.00
CITY OF PORTLAND-PETTY CASH	00701	POSTAGE, MILEAGE REIMB,SUPPLIES-VAR DEPTS	67.63
Total:			\$99,260.68

BI-WEEKLY
WAGE REPORT
September 30, 2013

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	8,107.59	60,329.15	620.29	27,807.88	88,137.03
ASSESSOR	1,143.36	9,104.26	87.47	2,683.46	11,787.72
CEMETERY	2,915.76	26,587.10	223.06	8,178.96	34,766.06
POLICE	12,424.42	87,105.93	1,226.17	27,053.98	114,159.91
CODE ENFORCEMENT	647.50	4,231.69	49.52	1,329.42	5,561.11
PARKS	3,399.98	23,443.47	261.24	4,208.07	27,651.54
INCOME TAX	1,418.37	9,921.58	108.50	5,748.06	15,669.64
MAJOR STREETS	2,373.46	18,764.22	181.56	11,908.83	30,673.05
LOCAL STREETS	1,565.00	11,676.43	119.74	7,382.55	19,058.98
RECREATION	1,964.79	13,718.59	150.31	5,769.72	19,488.31
AMBULANCE	15,365.78	70,330.45	1,359.01	13,787.35	84,117.80
DDA	1,614.95	11,277.30	123.54	3,474.22	14,751.52
ELECTRIC	15,194.91	115,505.54	1,172.84	55,303.65	170,809.19
WASTEWATER	8,231.94	56,436.31	640.16	27,314.14	83,750.45
WATER	4,621.26	34,252.57	363.94	15,345.55	49,598.12
MOTOR POOL	2,559.20	15,547.72	195.78	8,757.49	24,305.21
TOTALS:	83,548.27	568,232.31	6,883.13	226,053.33	794,285.64

BI-WEEKLY CASH BALANCE ANALYSIS
10/7/2013

FUND	BEGINNING BALANCE	RECEIPTS	EXPENSES	JOURNAL ENTRY RECEIPTS	JOURNAL ENTRY EXPENSES	CASH BALANCE	TIME CERTIFICATES	ENDING BALANCE
GENERAL	294,569.54	603,036.41	46,750.97	26,570.00	5,265.00	872,159.98	235,000.00	1,107,159.98
INCOME TAX	7,089.77	172.79	1,883.55	35,000.00	22,485.00	17,894.01	10,000.00	27,894.01
MAJOR STREETS	188,592.03	60,706.66	2,726.89		5,401.00	241,170.80	-	241,170.80
LOCAL STREETS	32,253.78	58,932.07	5,523.07		3,823.00	81,839.78	-	81,839.78
RECREATION	4,593.79	2,935.00	3,239.89		1,060.00	3,228.90	-	3,228.90
AMBULANCE	227,537.00	29,789.26	18,490.05		6,446.00	232,390.21	-	232,390.21
CAPITAL IMPROVEMENT-STREETS	1,394,323.00		10,000.00			1,384,323.00		1,384,323.00
REFUSE COLLECTION	18,009.29	7,065.43	642.22			24,432.50	-	24,432.50
ELECTRIC	171,149.98	276,675.05	74,478.15	20,025.00	6,458.00	386,913.88	570,000.00	956,913.88
WASTEWATER	12,781.97	54,768.98	14,633.16		26,767.00	26,150.79	-	26,150.79
WATER	519,609.12	44,234.25	37,751.01		7,292.00	518,800.36	420,000.00	938,800.36
MOTOR POOL	5,372.36		23,498.63	22,202.00	2,917.00	1,158.73	-	1,158.73
DDA	34,539.44	3,444.80	114,916.55	150,000.00		73,067.69	-	73,067.69
TOTALS:	2,910,421.07	1,141,760.70	354,534.14	253,797.00	87,914.00	3,863,530.63	1,235,000.00	5,098,530.63
							360,000.00	360,000.00
							170,000.00	170,000.00
							130,000.00	130,000.00
							331,513.24	331,513.24
							290,264.11	290,264.11
							166,382.71	166,382.71
							61,612.18	61,612.18
							17,897.04	17,897.04
							2,762,669.28	6,626,199.91

* CASH IN TIME CERTIFICATES
**INVEST IN TIME CERTIFICATES

Minutes of the Downtown Development Authority Regular Meeting
City of Portland
Held on August 15, 2013
In Council Chambers at City Hall

Members Present: Barnes, Dempsey, VanSlambrouck, Dumas, Blastic, Urie, Antaya, Clement, Smith

Absent: Briggs, Sunstrum

Staff: DDA/Main Street Director Reagan, City Clerk Miller

The meeting was called to order at 3:31 P.M. by Chair Dumas.

Motion by Antaya, supported by VanSlambrouck, to excuse the absence of Briggs and Sunstrum. All in favor. Adopted.

Motion by VanSlambrouck, supported by Clement, to approve the proposed Revised Agenda. All in favor. Adopted.

Motion by Antaya, supported by VanSlambrouck, to approve the Minutes of the June 20, 2013 Regular Meeting as presented. All in favor. Adopted.

Motion by Barnes, supported by Dumas, to approve the July and August 2013 Treasurer's Reports as presented. All in favor. Adopted.

Under New Business, Director Reagan stated that the current Chair of the DDA is Chuck Dumas, the Vice Chair is Tom Antaya, the Treasurer is Joel VanSlambrouck, and the Secretary is Kory Blastic. He further stated that the current Bylaws establish that the Election of Officers be held at the July meeting of the DDA each year. Because there was no meeting in July the Election of Officers must be held at this meeting.

Motion by Dempsey, supported by Barnes to keep the same elected officers if they are amenable to still serving. All in favor. Adopted.

Under the Director's Report, Director Reagan stated the Michigan Main Street Center (MMSC) held training in Portland on Wednesday, July 17th entitled "Main Street in Practice". The training was well received and had good attendance.

The Michigan Main Street Center Quarterly Training will be held September 9th – 10th in Iron Mountain.

Under Committee Updates, Director Reagan reported the Design Committee saw the completion of the fencing project at Scout Park in July. The project finished just under budget.

Director Reagan also thanked the volunteers that hung and have been maintaining the hanging baskets in the Downtown. Their efforts are appreciated.

The Promotions & Marketing Committee has the Portland Pay Day event underway through August 23rd with the prize party scheduled for August 29th. There are 19 businesses participating. Over the past four years, this promotion has kept over \$247,000 in the Portland community. They will also host the “Wine the Walk” event on Saturday, August 17th from 4:00 – 11:00 p.m. on the Boardwalk which will feature craft beer and Michigan made wines. In 2012 over 500 people attended this event.

The Organization and Finance Committee continues its publication efforts with the “On the Street” Newsletter. The Volunteer Recognition Event was held Thursday, July 18th in conjunction with the Portland Community Arts Council’s “Thursdays on the Grand” concert series. There were over 11,300 hours volunteered in the first 10 years of Main Street.

Motion by Clement, supported by VanSlambrouck, to adjourn the meeting at 3:40 P.M.
All in favor. Adopted

Respectfully submitted,



Kory Blastic, Secretary



DATE: September 16, 2013

REPORT OF FUNDS IN DDA AS OF:

PRINCIPAL & INTEREST ACCOUNT

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>08/15/13</u>	\$ 100,018.61
INTEREST EARNED:	\$ 4.25
DEPOSITS:	\$ 100,000.00
9/16/2013 Bond principal and interest escrow account	
CHECKS WRITTEN:	\$ (182,125.82)
CK# 223 PCN BANK-Bond principal and interest payment due 10/1/13	
NEW BALANCE: <u>09/19/13</u>	<u>\$ 17,897.04</u>

REGULAR ACCOUNT

	<u>AMOUNTS</u>
PREVIOUS BALANCE: <u>08/15/13</u>	\$ 34,539.44
INTEREST EARNED:	\$ 1.80
DEPOSITS:	\$ 2,943.00
9/2/2013 Wine the Walk proceeds	\$ 500.00
9/2/2013 Wine the Walk sponsors	\$ 150,000.00
9/16/2013 Partial transfer #1 of tax capture	

CHECKS WRITTEN:

CK NO.	PAYEE	AMOUNT
1303	D&E ELECTRIC-Installation of power service on boardwalk	\$ 950.00
1304	INTERSTATE BILLING SERVICES-Equipment rental for boardwalk elec serv proj	\$ 1,050.00
1305	PRINTING ESSENTIALS-Printing of main street report	\$ 600.00
1306	FLEIS & VANDENBRINK-DDA cost estimate for 10 year plan	\$ 138.72
1307	PORTLAND ATHLETIC ASSOCIATION-Advertising on football field	\$ 200.00
1308	STIFFLER TOUR N' TRAVEL-Raffle travel voucher	\$ 4,000.00
1309	STATE OF MICHIGAN-Sales tax for 2013 Wine the Walk	\$ 133.98
1310	SIMON INSURANCE AGENCY-Reimbursement for sign and lease fee	\$ 957.18
1311	CITY OF PORTLAND-Reimb for postage, on the street, telephone, supplies	\$ 353.53
	ACH TRANSFER-DDA REG ACCT TO DDA PRINCIPAL AND INTEREST ESCROW ACCT.	\$ 100,000.00
	ACH TRANSFER-P. Reagan wages/fringes for pay period: 7/30/13 to 8/12/13	\$ 2,131.39
	ACH TRANSFER-P. Reagan wages/fringes for pay period: 8/13/13 to 8/26/13	\$ 2,240.08
	ACH TRANSFER-P. Reagan wages/fringes for pay period: 8/27/13 to 9/09/13	\$ 2,161.67

TOTAL EXPENSES:	<u>\$ (114,916.55)</u>
NEW BALANCE: <u>09/19/13</u>	<u>\$ 73,067.69</u>

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

PNC BANK, N.A.
 P O BOX 340777
 PITTSBURGH PA 15230-7777

000933 1



Commercial Loan Statement

Direct any questions regarding your statement to the above address.

Portfolio	Obligation	Obligor	Interest Paid Year to Date
010	605305547	84276904	7,013.78
Maturity Date	Billed Date	Due Date	Total Amount Due
10/01/16	09/06/13	10/01/13	182,125.82

CITY OF PORTLAND
 259 KENT STREET
 PORTLAND MI 48875

Payment must be made in the amount indicated in the "Total Amount Due" section above to avoid additional interest and/or delinquency charges.

Loan Summary

Previous Interest Due	Interest Debits and Credits	Current Interest Due	Total Interest Due	Total Fees Due
7,013.78	7,013.78-	7,125.82	7,125.82	0.00
Previous Principal Due	Principal Debits and Credits	Current Principal Due	Total Principal Due	Total Late Charges Due
170,000.00	0.00	175,000.00	175,000.00	0.00

Activity Detail

Date	Tran Description	Interest Rate	Fee Amount	Principal Amount	Principal Balance	Days	Interest
04/01/13	Balance Forward	1.720000			815,000.00		7,013.78
04/01/13	Interest Paymt	1.720000			815,000.00		7,013.78-
10/01/13	Int. Accrual	1.720000			815,000.00	183	7,125.82

10/11/2013 11:11

DDA

D & E ELECTRIC OF PORTLAND, LLC

INVOICE

10424 VanBuren Road
Portland, Michigan 48875
(517) 647-9969

SOLD TO:
City of Portland
Attn: Mike Hyland
723 East Grand River
Portland, Michigan 48875

INVOICE NUMBER 10026
INVOICE DATE September 9, 2013

Job Description: Install Boardwalk Service

Dates of Service: 8/27 and 8/28/13

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		Total L & M:	\$950.00
			\$ 950.00

DIRECT ALL INQUIRIES TO:
David L. Keilen
(517) 647-9969
Cell: (517) 526-1000

MAKE ALL CHECKS PAYABLE TO:
David L. Keilen
D & E Electric of Portland, LLC
10424 VanBuren Road
Portland, Michigan 48875

\$ 950.00
PAY THIS AMOUNT

THANK YOU FOR YOUR BUSINESS!



LANSING
3600 N. Grand River Ave.
Lansing, MI 48908
(517) 321-8000

SAGINAW
4800 AIS Drive
P.O. Box 253
Bridgeport, MI 48722
(989) 777-0080

GRAND RAPIDS
800 AIS Drive S.W.
Grand Rapids, MI 49548
(616) 636-2400

NORTHEAST DETROIT
65209 Gratiot Avenue
Lenox, MI 48060
(586) 727-7502

WEST DETROIT
56565 Portlao Trail
New Hudson, MI 48166
(248) 437-8121

TRAVERSE CITY
8300 M-72 East
P.O. Box 100
Williamsburg, MI 49690
(231) 267-6080

Ship To:

SAME AS BELOW

Job Site: GARAGE

Invoice To:

CITY OF PORTLAND
451 MORSE RD
PORTLAND, MI 48875

Branch L1 - LANSING RENTAL		
Date 08/26/2013	Time 15:03:00 (O)	Page 2
Account No. 407700	Phone No. 5176477985	Invoice No. 336870
Ship Via	Purchase Order: ROYAL	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 27 / CJK

DESCRIPTION

Description

INVOICE #: 336870 For Contract #: 038703

Amount

0918308059

~~Damage Waiver:~~
Subtotal:
~~TAX 11.07~~
TOTAL, IBS:

~~625.00~~
~~625.00~~
~~625.00~~

625.00

REMIT PAYMENT TO:
INTERSTATE BILLING SERVICES, INC
P.O. BOX 2208
SECAUR, AL
35609-2208

Brian Chapman
A IS 9-6-13

By signing below, Lessee specifically acknowledges that it has read and agrees to this Lease, including the "Terms and Conditions of Equipment Lease Agreement" on the reverse side hereof.
By signing below, Lessee specifically acknowledges that it has read and agrees to the provisions of Section 24 of the "Terms and Conditions of Lease Agreement" regarding the prohibition of modifications of this Lease by other than written agreement of the parties.

By initialing below, Lessee acknowledges that it has read and understands the following sections of the "Terms and Conditions of Equipment Lease Agreement":

INITIAL

- _____ Section 5 (relating to Equipment Training)
- _____ Section 9 (relating to Damage Waiver)
- _____ Section 22 (relating to Arbitration)

X _____
Signature

X _____
Print Name and Title



LANSING
3200 N. Grand River Ave.
Lansing, MI 48906
(517) 321-8000

SAGINAW
4800 AIS Drive
P.O. Box 253
Bridgeport, MI 48722
(989) 777-0060

GRAND RAPIDS
600 AIS Driv^e S.W.
Grand Rapids, MI 49548
(616) 538-2400

NORTHEAST DETROIT
85809 Gratiot Avenue
Lenox, MI 48050
(586) 727-7502

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48185
(248) 437-8121

TRAVERSE CITY
8300 M-72 East
P.O. Box 180
Williamsburg, MI 49660
(231) 267-5060

Ship To:

SAME AS BELOW

Job Site: GARAGE

Invoice To:

CITY OF PORTLAND
451 MORSE RD
PORTLAND, MI 48875

Branch L1 - LANSING RENTAL*REPRINT*		
Date 08/27/2013	Time 16:04:00 (O)	Page 1
Account No. 407700	Phone No. 5176477985	Invoice No. 336882
Ship Via	Purchase Order ROYAL	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 27 / CJK

DESCRIPTION

Description INVOICE #: 336882 For Contract #: 038703 Amount

Billing #: 2 Covering from 08/27/2013 to 08/27/2013

IT IS THE CUSTOMER'S RESPONSIBILITY TO PERFORM ALL DAILY MAINTENANCE, INCLUDING FLUID LEVEL CHECKS AND GREASING, PLEASE RETURN UNITS CLEANED AND REFUELED TO AVOID ADDITIONAL CLEANING OR FUELING CHARGES. EFFECTIVE 5/17/11 ALL FUEL REQUIRED TO REFILL UNITS WILL BE BILLED AT \$6.00/GALLON.

2 DAY RENT OF JCB541 WITH MAN BASKET. RATE IS BASED ON 8 HOURS OF USE PER DAY. ADDITIONAL CHARGES APPLY IF EXCEEDED.

FORKLT JCB540
JCB 541-70 CAB Charge for usage of 1 DAILY 325.00
Stock #: 2083999 Serial #: 2083999
Date Out: 08/26/2013 10:34 Expected return date: 08/28/2013 10:34

ATT WORKPLAT 506
FORKLIFT, WORK PLATF Charge for usage of 1 DAILY 100.00
Stock #: 2799 Serial #: 2799
Date Out: 08/26/2013 10:34 Expected return date: 08/28/2013 10:34

ATT FORKS 550
48" JCB 541/550 FORK Charge for usage of 1 DAILY
Stock #: 4103 Serial #: 4103
Date Out: 08/26/2013 10:34 Expected return date: 08/28/2013 10:34

0918308059

~~Damage Waiver~~
~~Subtotal~~
~~TAX AT 6%~~
TOTAL IBS:

~~425.00~~
~~232.00~~
~~193.00~~
425.00

Brent Chapman
AIS 9-6-13

REMIT PAYMENT TO:
INTERSTATE BILLING SERVICES, INC
P.O. BOX 2208

By signing below, Lessee specifically acknowledges that it has read and agrees to this Lease, including the "Terms and Conditions of Equipment Lease Agreement" on the reverse side hereof.
By signing below, Lessee specifically acknowledges that it has read and agrees to the provisions of Section 24 of the "Terms and Conditions of Lease Agreement" regarding the prohibition of modifications of this Lease by other than written agreement of the parties.

By initialing below, Lessee acknowledges that it has read and understands the following sections of the "Terms and Conditions of Equipment Lease Agreement":

- INITIAL
- _____ Section 5 (relating to Equipment Training)
 - _____ Section 9 (relating to Damage Waiver)
 - _____ Section 22 (relating to Arbitration)

Signature _____

X _____
Print Name and Title

Printing Essentials

Invoice:	LA34933
Date:	9/3/2013

Phone: 800-344-7607 Fax: 616-374-8869

10435 S. State Rd. - Lake Odessa, MI 48849

Bill To
PORTLAND DDA 259 KENT ST PORTLAND, MI 48875 517-647-5027

Ship To

Contact	Phone	P.O. Number	Terms	Rep	Ordered by:
	517-647-5027			SVL	

Qty	Item	Description	Price	Amount
2	PRINTING	NEWSLETTERS 4/4 20#	300.00	600.00T
<p>Check out our online catalog 60,000 products at your finger tips www.PEoffices.com</p>				

Received By: _____
By receiving this delivery you agree to the terms and conditions on the reverse.



Canon LEXMARK EPSON



Service, Sales, and Supplies—For Everything That Prints!

Subtotal	\$600.00
Sales Tax (0.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$600.00



FLEIS & VANDENBRINK

ENGINEERING, INC.

Offices in Michigan and Indiana

2960 Lucerne Drive S.E., Grand Rapids, MI 49546

Office (616) 977-1000 Fax (616) 977-1005

Invoice

Mr. Tom Dempsey, City Manager
City of Portland
259 Kent Street
Portland, MI 48875

August 28, 2013
Invoice Number: 36062
Project Number: 1110

**RE: General Consultation Services
Services through August 2, 2013**

Review & Recommendations on DDA 10 Year Plan Project Cost Estimates \$138.72

Total amount this invoice

\$138.72

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

THE ADVENTURE OF A LIFETIME • EXCITING PLACES • TRAVEL WITH FRIENDS



STIFFLER TOUR N' TRAVEL
 9967 N Clinton Trl
 Mulliken, Michigan, 48861-9737
 Orpha Stiffler | 517-231-6067

INVOICE

City of Portland
 Patrick
 259 Kent Street, Portland MI

INVOICE DATE 9/9/13	REFERENCE NUMBER	AGENT Orpha
CLIENT NAME		DATE OF TRIP

TERMS
 To be used for trip of their choice after raffle winner has been announced.

DESCRIPTION OF SERVICES	DATE	AMOUNT	TOTAL
To be held in Escrow until winner has been announced at October Festival		\$ 4,000.	
TOTAL		\$4000.	
LESS DEPOSIT			
BALANCE DUE			

Thank You

Sales Tax Return for Special Events

Issued under authority of P.A. 167 of 1933 and 122 of 1941 as amended. Filing is mandatory.

All retail sales of food, drink, auction items and other items made by an organization during a fundraising event are subject to Michigan sales tax. The Michigan Sales Tax Act (MCL 205.52(1)) provides that anyone making retail sales is subject to 6 percent sales tax on gross proceeds. The act specifically includes non-profit organizations in this definition.

Groups currently holding a sales tax license must remit the tax on their current sales tax return. Write the sales tax license number in the space provided on Part 1 of this form and return it to the Discovery and Tax Enforcement Division. If the group does not have a sales tax license, use this form to report and pay the sales tax due from an event.

You must submit this return. If no sales tax is due, complete Part 1 and include an explanation.

This return and payment is due three business days after the fundraising event. Make all checks payable to "State of Michigan."

Mail the return and payment to:

Discovery & Tax Enforcement Division
Michigan Department of Treasury
PO Box 30140
Lansing MI 48909-7640

Direct questions to the Discovery & Tax Enforcement Division, (517) 636-4120.

PART 1: ORGANIZATION INFORMATION			
Organization Name City of Portland Downtown Development Authority		Telephone Number (517) 647-5027	Non-Profit, IRS Organization Code
Street Address 259 Kent Street		City Portland	State MI
		ZIP Code 48875	
Temporary Liquor License Number 227031	Federal Employer ID Number (If applicable) 38-600-7243	Sales Tax License Number (If applicable)	
Event Description Fundraiser	Event Location (City) 100 Block of Kent Street	Event Date 08/17/13	
PART 2: SALES TAX CALCULATION			
1. Gross Sales. Enter your total gross sales from this event.....	1.		\$2,443.00
2. Enter your total sales of exempt items (prepackaged foods, cans of soda, bottled water, etc.)	2.		\$76.00
3. Subtract line 2 from line 1	3.		\$2,367.00
4. If tax is included in gross sales from line 1, divide line 3 by 17.6667.....	4.		\$133.98
5. Taxable Sales. Subtract line 4 from line 3.....	5.		\$2,233.02
6. Sales Tax Due. Multiply line 5 by 6% (0.06) Pay this amount	6.		\$133.98
PART 3: CERTIFICATION			
Authorized Signature 		Date 08/20/13	
Authorized Signer's Name Patrick T. Reagan		Title Director	

See the Sales Tax General Guidelines for Special Events on Page 2 of this form.

Party City®

NOBODY HAS MORE PARTY FOR LESS

420 FRANDOR AVE.
LANSING, MI 48912
(517) 336-5800

TAX EXEMPT

Customer Name: REAGAN
Phone: (517) 647-5027

048419766568 88CT 50Z CLR \$129.87 *
88CT 50Z CLR TMBLR
13 @ \$9.99
037916230979 6CT TEALIGHT \$6.99 *
6CT TEALIGHT EVERLASTING
037916230979 6CT TEALIGHT \$6.99 *
6CT TEALIGHT EVERLASTING
809801403009 COUPON \$0.00
BP MOBILE 15% OFF 65 8/18

=====

SUBTOTAL	\$143.85
TOTAL	\$143.85
CR MASTERCARD	\$143.85

ITEMS = 16

=====

CR MASTERCARD SALE \$143.85
XXXXXXXXXXXX9828
APPR: 02302Z
JOURNAL: 0492027642446078

CUSTOMER COPY

=====

STORE 492 TRN 5 REG 2
08-13-2013 03:57:32 PM

OKC OMN1 002 005D



OKCOMN1002005D

RETURNS MUST BE MADE WITHIN
30 DAYS OF PURCHASE
RECEIPT MUST ACCOMPANY EACH RETURN
ONLY UNOPENED PACKAGES
MAY BE RETURNED

SEASONAL ITEMS MAY BE RETURNED
UP TO 7 DAYS PRIOR TO HOLIDAY

MERCHANDISE CREDITS ARE ONLY REDEEMABLE
AT ISSUING STORES.

1&1 Internet Inc.
701 Lee Rd.
Suite 300
Chesterbrook, PA 19087
USA



Main Street
Portland Main Street
259 Kent St
Portland, MI 48875

Invoice Date:07/16/2013
Account number:22241406
Contract Number:27455868
Invoice Number:202004200927

Service/Package	Unit/Usage	Total
Basic Fee (07/16/2013-10/16/2013 s311635864.initial-website.com portlandmainstreet.org: \$9.99 a month)	3 mo.	\$29.97 (Sales tax0.00%)
	Subtotal	\$29.97
	Sales tax	\$0.00
	Total amount due	\$29.97

Vendor: 02066

TELNET WORLDWIDE INC.

Check #: 00000034291

09/02/13

Date	Invoice	Description/Detail	Amount
09/01/2013	1580000000130801	PHONE SVC - CITY HALL	506.12
	101-172-851.000	TELEPHONE SERVICE	50.61
	101-201-851.000	TELEPHONE SERVICE	202.46
	101-209-851.000	TELEPHONE SERVICE	50.61
	101-751-851.000	TELEPHONE SERVICE	50.61
	101-728-956.000	MISCELLANEOUS EXPENSES	50.61
	105-254-851.000	TELEPHONE SERVICE	50.61
	208-690-851.000	TELEPHONE SERVICE	50.61

Total: 506.12

PRINTING SYSTEMS • Taylor, MI • 1-800-95-12345

CITY OF PORTLAND • PORTLAND, MICHIGAN 48875

WARNING: DO NOT CASH UNLESS LOGO APPEARS IN BACKGROUND OF CHECK

CITY OF PORTLAND
259 KENT STREET
PORTLAND, MICHIGAN 48875

THE HUNTINGTON NATIONAL BANK
GRAND RAPIDS, MICHIGAN
74-3471724

034291

Date: 09/02/13

AMOUNT
\$506.12

Five Hundred Six and 12/100 Dollars**

PAY

TO THE
ORDER

TELNET WORLDWIDE INC.
8020 SOLUTIONS CENTER

CHICAGO

IL 60677

CITY OF PORTLAND - PAYING ACCOUNT

James Tanner

Monique White

MAYOR

CLERK

034291 0724034731 011511282091

INVOICE

CITY OF PORTLAND
259 KENT ST.
PORTLAND, MI 48875
(517) 647-3211

DDA
259 KENT ST.
PORTLAND, MI 48875

Customer ID: 00017
Invoice Number: 0000000765
Service Date: 09/05/2013
Invoice Date: 09/11/2013
Due Date: 10/11/2013

Property Address:
259 KENT ST.

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
1	ON THE STREET (POSTAGE)	40.00	40.00
1	POSTAGE	12.42	12.42

Total Invoice:	52.42
Credits Applied:	0.00
Payments Applied:	0.00
Invoice Balance:	52.42

CITY OF PORTLAND
CITY OF PORTLAND
259 KENT ST.
PORTLAND, MI 48875
(517) 647-3211

DDA
259 KENT ST.
PORTLAND, MI 48875

INVOICE

Customer ID: 00017
Invoice Number: 0000000765
Service Date: 09/05/2013
Invoice Date: 09/11/2013
Due Date: 10/11/2013

Property Address:
259 KENT ST.



INVOICE

CITY OF PORTLAND
259 KENT ST.
PORTLAND, MI 48875
(517) 647-3211

Customer ID: 00017
Invoice Number: 0000000762
Service Date: 08/19/2013
Invoice Date: 08/26/2013
Due Date: 09/26/2013

DDA
259 KENT ST.
PORTLAND, MI 48875

Property Address:
259 KENT ST.

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
1	ELECTRIC - WINE THE WALK	8.13	8.13

Total Invoice:	8.13
Credits Applied:	0.00
Payments Applied:	0.00
Invoice Balance:	8.13

INVOICE

CITY OF PORTLAND
CITY OF PORTLAND
259 KENT ST.
PORTLAND, MI 48875
(517) 647-3211
DDA
KENT ST.
LAND, MI 48875

Customer ID: 00017
Invoice Number: 0000000762
Service Date: 08/19/2013
Invoice Date: 08/26/2013
Due Date: 09/26/2013

Property Address:
259 KENT ST.



GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2013 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 248 - DDA FUND				
Revenues				
Dept 000		150,000.00	157,549.00	48.77
248-000-402.000	REAL PROPERTY TAXES	0.00	0.00	0.00
248-000-551.000	RIVERSIDE FACADE GRANT	0.00	0.00	0.00
248-000-577.000	CONTRIBUTION FROM STATE -GRANT	12.37	37.63	24.74
248-000-665.000	INTEREST INCOME	0.00	0.00	0.00
248-000-674.000	CONTRIBUTION-PROPERTY OWNERS	0.00	0.00	0.00
248-000-678.006	REIMBURSEMENTS-MISCELLANEOUS	0.00	0.00	0.00
248-000-678.010	REIMBURSEMENTS-RIVERFEST	0.00	0.00	0.00
248-000-678.011	REIMBURSEMENTS-CITY AND PACC	0.00	0.00	0.00
248-000-678.012	REIMBURSEMENTS-MAIN STREET	3,443.00	24,557.00	12.30
248-000-698.000	BOND PROCEEDS	0.00	0.00	0.00
248-000-699.101	TRANSFER FROM GENERAL	0.00	0.00	0.00
248-000-699.406	TRANSFER FROM BOARDWALK FUND	0.00	0.00	0.00
Total Dept 000		153,455.37	182,143.63	45.73
TOTAL REVENUES				
NET OF REVENUES & EXPENDITURES		153,455.37	182,143.63	45.73
Expenditures				
Dept 275-ADMINISTRATION		7,228.94	33,570.14	17.72
248-275-702.000	S & W FULLTIME	235.38	964.62	19.62
248-275-711.000	S & W HEALTH PREMIUMS	571.03	2,580.97	18.12
248-275-715.000	S & W SOCIAL SECURITY	0.00	420.00	0.00
248-275-716.004	RETIREE HEALTH CARE SAVINGS PLAN	218.82	256.18	46.07
248-275-717.000	LIFE/LTD INSURANCE	2,392.69	6,707.31	26.29
248-275-718.000	PENSION	23.47	76.53	23.47
248-275-719.000	OTHER FRINGE	0.00	725.00	0.00
248-275-720.000	WORKER'S COMPENSATION	0.00	40.00	0.00
248-275-723.000	UNEMPLOYMENT	64.40	235.60	21.47
248-275-730.000	POSTAGE	200.00	7,300.00	2.67
248-275-740.001	OPERATING SUPPLIES-MAIN ST BOARD	4,502.18	4,797.82	48.41
248-275-740.003	OPERATING SUPPLIES-DESIGN COMMITTEE	0.00	1,720.00	0.00
248-275-740.004	OPERATING SUPPLIES-ER COMMITTEE	0.00	1,720.00	0.00
248-275-740.005	OPERATING SUPPLIES-O&F COMMITTEE	5,248.03	9,656.97	35.21
248-275-740.006	OPERATING SUPPLIES-P&M COMMITTEE	5,393.35	12,766.65	29.70
248-275-740.007	OPERATING SUPPLIES-RIVERFEST	0.00	0.00	0.00
248-275-801.000	LEGAL SERVICE	100.00	100.00	0.00
248-275-802.000	AUDIT SERVICE	750.00	750.00	0.00
248-275-803.000	ENGINEERING SERVICE	0.00	138.72	0.00
248-275-804.000	CONTRACTUAL SERVICE	2,500.00	0.00	0.00
248-275-804.400	CONTRACT SERVICE-DDA XMAS DECO	7,000.00	7,000.00	0.00
248-275-806.000	DATA PROCESSING	300.00	300.00	0.00
248-275-806.000	TELEPHONE SERVICE	500.00	151.78	30.36
248-275-886.000	FIREWORKS (DDA)	2,500.00	0.00	0.00
248-275-902.000	ADVERTISING	0.00	0.00	0.00
248-275-938.000	M & R STREET LIGHTS	0.00	0.00	0.00
248-275-956.000	MISCELLANEOUS EXPENSES	5,000.00	2,991.87	40.16
248-275-958.000	DUES & SUBSCRIPTIONS	300.00	300.00	0.00
248-275-967.001	FACADE RESTORATION (DDA)	10,000.00	10,000.00	0.00
248-275-992.000	PRINCIPAL PAYMENT	175,000.00	0.00	100.00
248-275-995.000	INTEREST PAYMENT	12,513.00	7,125.82	56.95
248-275-997.000	PAYING AGENT FEES	300.00	300.00	0.00
248-275-999.202	TRANSFER TO MAJOR STREETS	0.00	0.00	0.00

PORTLAND POLICE DEPARTMENT

STATISTICAL REPORT

September 1st – September 30th, 2013

COMPLAINTS:

• DISPATCHED :	100 COMPTS	50 HRS 30 MINS
• PATROL ORGINATED:	23 COMPTS	28 HRS 45 MINS
• FOLLOW-UP:	50 COMPTS	13 HRS 15 MINS
• ASSISTING	34 COMPTS	17 HRS 15 MINS

TRAFFIC:

• STOPS:	80
• CITATIONS:	71
• VERBAL WARNINGS:	66
• PARKING:	0

ARREST:

• MISDEMEANOR:	27
• FELONY:	4
• ORDINANCE VIOLATIONS:	4
• JUVENILES	3

CONTACTS:

• PATROL CONTACTS:	411
• BUSINESS CONTACTS:	97
• SUBPOENA SERVICE	6

PORTLAND POLICE DEPARTMENT

REPORT SUMMARY

September 1st – September 30th, 2013

ASSISTS TO OTHER DEPARTMENTS:

09/26/13 Assist to Eaton Co Sheriff@ 429 Lincoln St for a subject Veh..
09/30/13 Assist to IOSH @ 9661 Barnes on an Alarm.
09/28/13 Assist to MSP@ 6042 Divine Hwy on an alarm
09/01/13 Assist to MSP@14707 Charlotte on a family dispute

CASE SUMMARY:

On 09/02/13 Ofc. Thomas investigated numerous complaints of stalking against one of our residents on Charlotte Hwy. After executing search warrants for phone records and other forms of social media, Officer Thomas was able to obtain a warrant for the subject committing the stalking and he has since been arrested

On 09/04/13: Sgt. Ludwick & Ofc. Groenhof responded to Kearney St. on an intoxicated woman destroying the residence. Officers arrested a female subject for malicious destruction of property and resisting arrest.

On 09/06/13: Ofc. Groenhof stopped a vehicle due to the registered owner having an outstanding warrant for their arrest, incident to the arrest Officer Groenhof discovered the subject was in possession of methamphetamine and marijuana. The subject was charged; her vehicle was seized and is currently being processed for forfeiture

On 09/07/2013: Ofc. Groenhof was investigation a suspicious subject in the area of Lincoln st. This subject was found to be in Possession of Methamphetamine. He was arrested and charged. His money and expensive phone were seized and subsequently forfeited.

On 09/14/2013: Sgt. Ludwick and Ofc. Thomas began investigating numerous complaints of personal protection order violations against a new resident of Parker's landing apartments. The violator was the victim's estranged husband. As a result of the investigation a violation of the order was issued along with an added charge of aggravated stalking.

Additionally: There were several traffic arrest made throughout the city as well as citations issued to subjects at the Portland dam for conservation violations in the month of September

PORTLAND POLICE DEPARTMENT

INDIVIDUAL STATISTICS

September 1st - September 30th , 2013

SGT. REBECCA LUDWICK:

Dispatch Compts:	22	13 Hrs 15 Mins	Traffic Stops:	4
Self-Initiated Compts:	6	8 Hrs 15 Mins	Citations:	7
Follow-up:	25	11 Hrs 15 Mins	Warnings:	3
Assisting	7	11 Hrs 30 Mins	Arrests:	10

OFC. TOM TEITSMA:

Dispatch Compts:	25	7 Hrs 30 Mins	Traffic Stops:	3
Self-Initiated Compts:	0	00 Mins	Citations:	1
Follow-up:	5	1 Hr	Warnings:	5
Assisting	4	1 Hrs 00 Mins	Arrests:	1

OFC. TIM GROENHOF:

Dispatch Compts:	7	9 Hrs 30 Mins	Traffic Stops:	18
Self-Initiated Compts:	13	17 Hrs 30 Mins	Citations:	10
Follow-up:	1	Hrs 30 Mins	Warnings:	15
Assisting	3	2 Hrs 00 Mins	Arrests:	09

OFC. TOM HEALD:

Dispatch Compts:	9	6 Hrs 00 Mins	Traffic Stops:	22
Self-Initiated Compts:	9	9 Hrs 00 Mins	Citations:	18
Follow-up:	2	2 Hrs 00 Mins	Warnings:	13
Assisting	7	5 Hrs 00 Mins	Arrests:	9

OFC. STAR THOMAS:

Dispatched Compts:	17	8 Hrs 00 Mins	Traffic Stops:	9
Self-Initiated Compts:	2	4 Hrs 30 Mins	Citations:	3
Follow-up:	11	7 Hrs 45 Mins	Warnings:	7
Assisting:	9	5 Hrs 00 Mins	Arrests:	2

CHIEF. JIM KNOBELSDORF:

Dispatched Compts:	17	9 Hrs 00 Mins	Traffic Stops	12
Self-Initiated Compts:	0	0 Hrs 00 Mins	Citations	3
Follow-up:	5	5 Hrs 30 Mins	Warnings	11
Assisting	5	3 Hrs 30 Mins	Arrests:	0



Portland Area Ambulance

773 E. Grand River Ave. Portland, MI 48875

(517)647-2935 Fax (517)647-2940

Monthly Ambulance Report

The month of September has been a bit slow compared to the last few months. As of this writing we have completed 56 calls for the month. Although this is only a slight bit below our traditional average, it is significantly lower than what we've been doing the last 3 months. Our lowest call volume the last 3 months was 72 I believe.

So far the changes made to the recent contract with the Units of Gov't seem to be working out well. MHR is continuing to do a good job of billing/collecting.

The first of our educational classes will be starting next week. The EMR (Emergency Medical Responder) class is starting on October 8th with over 20 students. The amount has allowed us to offer a day and evening class. We have 2 of our local Police Officers taking the class as well.

Patrick Smith, our recent paramedic hire, is working out well. He seems to be catching on quickly with meters and is doing a great job on the ambulance. Several of the volunteers have commented they really like him and like working with him. Patrick also moved into Portland this week as well which makes him more valuable from the perspective of covering a 2nd or 3rd out call.

Our mechanic is working on repairing the latches, door handles in Amb 43. Once these are completed this truck will work through the rotation as well, alternating 2nd out/3rd out.

Respectfully submitted,

Phil Gensterblum

Ambulance Director

City of Portland Ambulance



Portland Area Ambulance

773 E. Grand River Ave. Portland, MI 48875

(517)647-2935 Fax (517)647-2940

Monthly Code/Zoning Report

The month of September had several residents requiring notices to get their lawns mowed. All complied except for 1, the DPW mowed that yard following no response from my letter sent out. I handled a few "Cars in yards for sale". All complied with just a verbal request to move except for one that received a written notice but complied once that was received.

A site plan review for Rindlehaven was approved this month for another SFH to be built in that development.

The trailer park at 926 Hill St has been going through some changes this month. So far, a total of 4 trailers have been removed from there. One more is scheduled to be coming out shortly. The city had an agreement with them to remove 3 trailers within 90 days and these 4 were removed in less than 30 days from the signing of the agreement. We look forward to their continued cooperation to get this place cleaned up. There are 2 updated, improved trailers going in there to replace what has been removed. It has a ways to go, but it is certainly looking better up there.

Phil Gensterblum

Deputy Zoning Administrator/Code Enforcement Officer

CITY OF PORTLAND

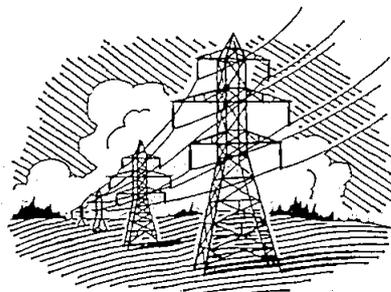
REPORT DATE
PERIOD COVERED

September 1, 2013
July 1-30, 2013

HYDRO GENERATION	121,200		
DIESEL PRODUCTION	0		
Kwh Purchased	3,235,232	Amount Paid	\$ 211,987.95
Total Kwh Purchased	3,235,232	Total Dollars Paid	\$ 211,987.95

Kwh Billed		Dollars Billed	
Residential	1,373,623	PCA Billed	\$ 15,377.18
Commercial	603,983	Residential	\$ 144,859.05
Large General	792,580	Residential EO Charge	\$ 2,516.97
City St. Lites Metered	24,426	Geothermal Discount	\$ -
St. Lites Unmetered		Commercial	\$ 64,750.62
Rental Lights		Commercial/LG EO Charge	\$ 2,545.12
Demand	2,476	Large General	\$ 55,033.43
		Large EO Charge	\$ 18.40
		City St. Lights Metered	\$ 2,065.11
		St. Lights Unmetered	\$ 1,543.05
Total Kwh Billed	2,797,088	Rental Lights	\$ 259.59
		Demand	\$ 14,546.33
Arrears after billing	\$ 19,972.15	Tax	\$ 11,804.84
Penalties Added	\$ 3,298.67		
Arrears end of month	\$ 46,905.50	Total Dollars Billed	\$ 315,319.69
Fuel Cost Billed	\$ 18,325.24		
Amount Collected	\$ 374,610.13	Power Cost Adj.	.00555
Total Adjustments	\$3,095.24		

Residential Customers	2,162
Commercial Customers	316
Large General	17
Total Customers	09/04/13 2,495



CITY OF PORTLAND

September-13

WATER DEPARTMENT REPORT

MONTH	Aug-13	PERIOD COVERED	Aug 1-31, 2013
Customers Billed		Penalties Added	\$ 609.90
City	1,841	Dollars Collected	\$ 54,290.48
Rural	26	Arrears at end of Month	\$ 8,198.00
Total Customers	1,867	Adjustments	\$ 212.72
		Gallons Pumped	12,028,900
		Hydrant Flusing/Rental (unmetered)	0 (water leak)
Gallons Billed		Dollars Billed	
City	10,600,755		\$ 50,411.51
Rural	256,300		\$ 2,088.95
Total	10,857,055		\$ 52,500.46

SEWER DEPARTMENT REPORT

Customers Billed	1,786	Dollars Billed	\$ 62,730.71
		Sewer Credit	\$ -
		Total Sewer Billed	\$ 62,730.71

Penalties Added	\$ 695.43
Dollars Collected	\$ 65,328.73
Arrears at end of Month	\$ 11,276.34
Adjustments	\$ 283.11
Gallons Treated per Million	10.00



Portland Area Municipal Authority

GOVERNMENTAL UNITS

City of Portland

Portland Township

Danby Township

MINUTES

July 10, 2013

P.A.M.A. BOARD MEMBERS PRESENT: K. Cook, R. Pohl, D. Logel, R. Foote

VISITORS: None

Meeting was called to order at 7:30 p.m.

SECRETARY'S REPORT:

- o Minutes approved by Dick Pohl. Supported by Randy Foote.

TREASURER'S REPORT:

Treasurer D. Pohl report as follows:

- o 4/12 Stamps \$9.20
- o 5/11 Deposit Portland Township \$1180.00
- o 5/13 Deposit City of Portland \$1180.00
- o 6/13 Deposit Danby Township \$589.99
- o 6/14 Paid Bluewater Electric \$2500.00
- o 6/13 Paid Eric's Lock and Key \$449.99
- o Invoices Due Larry Tiejema \$700.00
- o Invoices to send for Audit \$280.00 City of Portland
- o Invoices to send for Audit \$280.00 Portland Township
- o Invoices to send for Audit \$140.00 Danby Township

Motion to accept Treasurers report by Randy Foote. Supported by Keith Cook.

OLD BUSINESS:

- o Motion by Dick Pohl. Supported by Doug Logel to wait until next year to move ahead with concrete replacement and do a larger area of replacement at that time.

NEW BUSINESS:

- o Doug Logel to acquire bids for police department garage door replacement
- o Motion to pay Larry Tiejema by Keith. Seconded by Doug Logel. All in favor.

Motion made by Doug Logel to adjourn the meeting at 8:15 p.m. Seconded by Randy Foote. Motion approved.

Respectfully submitted,

Keith Cook, Secretary

NEXT MEETING: OCTOBER 8, 2013

IONIA COUNTY BOARD OF COMMISSIONERS
"Collaborating For Safe, Strong and Healthy Communities"

Agenda
September 24, 2013
7:00 p.m.

Belrockton Community Center - Belding

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Approval of Agenda
 - A. Consideration of additional items
- V. Public Comment
(3 minute time limit per speaker – please state name/organization)
- VI. Did You Know?
- VII. Action on Consent Calendar
 - A. Approve minutes of the previous meeting(s)
 - B. Approve per diem and mileage
 - C. Approve payment of General Fund payroll and accounts payable for the month of August 2013 - \$1,613,010.82
 - D. Approve payment of Health Fund bills - \$122,673.34
 - E.
- VIII. Unfinished Business
 - A. Commission on Aging Board Appointments – Two three-year appointments
 - B. Website Redesign
 - C.
- IX. New Business
 - A. Electronic Monitoring Services – Amended Agreement
 - B. Canine Replacement and Basic Training Agreement
 - C. Request to provide address sign for residents required to change house address number
 - D. Health Department Budget Amendment – Adjust FTE for Social Worker
 - E. Request for demolition of buildings – Main Street Property.
 - F. Request from Facilities Committee for decision regarding location of County facility

- G. Request for approval of Contract for Appraisal Services
- H. Request for approval of Contract for Equalization Director Services
- I.

- X. Reports of Officers, Boards, and Standing Committees
 - A. Chairperson
 - B. County Administrator

- XI. Reports of Special or Ad Hoc Committees

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

- XIII. Executive Session

- XIV. Adjournment

Board and/or Commission Vacancies

- Community Corrections Advisory Board – Criminal Defense Attorney Representative Position (no expiration date).
- Community Mental Health Services Board – One three-year term expiring March 2014.
- Comprehensive Economic Development Strategy Committee – Two one-year terms expiring in December 2013. One Public Representative and one Private Sector Representative.

Appointments for consideration in the month of October 2013:

- *Construction Board of Appeals* – Six two-year terms, one of which serves as an alternate member.
- *Department of Human Services Board* – One three-year term.

Appointments for consideration in the month of November 2013: None

IONIA COUNTY BOARD OF COMMISSIONERS

Regular Meeting
September 24, 2013
7:00 p.m.

Belrockton Community Center – Belding

The Chair called the meeting to order and led with the Pledge of Allegiance.

Members present: Lynn Mason, Larry Tiejema, Jim Banks, Brenda Cowling-Cronk, Jack Shattuck and Julie Calley

Members absent: Scott Wirtz

Others present: Jack Elliott, Judy Clark, Jim Valentine, Karen Bota, Bob VanLente, Roland Self, Diane Adams, Dale Miller, Don Ransom, Ken Bowen, Frank Bednarek, Derek Elliott, Stephanie Hurlbut and Tonda Rich

Approval of Agenda

Moved by Banks, supported by Mason, to approve the agenda as presented. Motion carried by voice vote.

Public Comment

Jack Elliott commented on the demolishing of historical buildings. Derek Elliott commented on preserving historical buildings.

Did You Know?

Commissioners' Mason, Tiejema and Cowling-Cronk stated facts of interest.

Consent Calendar

- A. Approve minutes of the previous meeting(s)
- B. Approve per diem and mileage
- C. Approve payment of General Fund payroll and accounts payable for the month of August 2013 - \$1,613,010.82
- D. Approve payment of Health Fund Bills - \$122,673.34

Commissioner Tiejema requested to pull the September 17, 2013 board minutes from the Consent Calendar for discussion. Hearing no further objections, the Chair declared the remaining items on the Consent Calendar approved.

Commissioner Tiejema requested that the September 17, 2013 board minutes under the Departmental Reports for the Park reflect that Easton Township donated \$5,000 to the Park Fund. Moved by Mason, supported by Cowling-Cronk, to approve the amended September 17, 2013 board minutes. Motion carried by voice vote.

Unfinished Business

- A. Commission on Aging Board – Moved by Tiejema, supported by Banks, to appoint Mel Haga and Ojar Smits to the Commission on Aging Board for three-year terms. Motion carried by voice vote.
- B. As previously discussed at the Committee-of-the-Whole meeting, Stephanie Hurlbut, County Administrator, requested approval for the redesign of the County's website. Moved by Mason, supported by Tiejema, to approve the bid from Bevelwise for the amount of \$14,119 for the redesign of the County website and to approve offsite hosting of the website at a cost of \$19.95 per month, and further to authorize appropriate signatures. Motion carried by voice vote.

New Business

- A. Moved by Shattuck, supported by Cowling-Cronk, to approve the amended agreement for the electronic monitoring services that extend the contract through September 30, 2014. Motion carried by voice vote.
- B. Sheriff, Dale Miller, discussed the purchase of a new canine for the Sheriff's Department. Miller stated that funds have been raised through contributions to purchase the new canine and to provide basic training for the K-9 team. Sheriff Miller recognized the following individuals for their contributions: Jack Shattuck/Shattuck Farms, Jessica Nagle Wilson Charitable Fund, Michigan One Community Credit Union, Thomas and Barbara Fagerlin of Belding, Belding Elementary students who sold "puppy chow" and TRW from Portland. Moved by Mason, supported by Tiejema, to approve an agreement between the County of Ionia/Ionia County Sheriff's Department and Vigilant Canine Services International, LLC to provide a police canine and training for the K-9 team. Motion carried by voice vote.
- C. Commissioner Tiejema, also a member of the Address Appeal Board, stated there have been a considerable number of county residents that have been required to change their address in accordance with the Ionia County Address Ordinance. Tiejema advised the Board that approximately 50 residents have appealed the change of their address and a few have complained about having to purchase a new reflective address sign because of the change in their address. Tiejema proposed having the County purchase the replacement signs for \$20 per sign contingent upon the resident turning in their old address sign to the Equalization Department. Moved by Tiejema, supported by Mason, to authorize the County of Ionia to replace the numbered address signs at \$20 per sign for all residents that have been required by the County to change their address, upon the resident submitting proof to the Equalization Department. Commissioners were given an opportunity to voice their comments and concerns. Chair Calley called for a vote by a show of hands: Yes votes: Mason, Tiejema and Banks. No votes – Cowling-Cronk, Shattuck and Calley. The motion died due to a tie vote.
- D. Moved by Mason, supported by Cowling-Cronk, to approve the budget amendment for the Health Department that adjusts the FTE for the Social Worker position. Motion carried by voice vote.
- E. Physical Plant Director, Don Ransom, discussed the two buildings on the Main Street Property (county owned) that for safety and liability reasons, need to be demolished. The State of Michigan has obtained quotes for the removal of the buildings with the bid

award going to Superior Environmental Corp for \$13,006. Ransom stated that an additional \$1,400 will be added on if Superior has to return to the site, which he does not foresee happening. In addition, Ransom stated that there could be further costs due to asbestos and abatement costs. Moved by Tiejema, supported by Mason, to authorize the demolition of the two buildings on the Main Street property at a cost of \$13,006, with additional costs for asbestos and abatement costs, with funds to come from the General Fund Designated and to authorize appropriate signatures. Motion carried by voice vote.

- F. Frank Bednarek who has been working as the facilities planner, presented and discussed the Ionia County Space Planning Summary and Draft. According to the Summary, the short term plan would be to relocate the Friend of the Court to the garden level of the courthouse. The second option would be to build a new office building located between the Sheriff's Department and the Health Department that would house the administrative operations of the County as well as the Drain Commissioner, Equalization and Maintenance. The third option presented would be to remodel the former jail building. Ransom was asked for his comments and recommendations.

Moved by Banks, supported by Cowling-Cronk, to adopt option two from the recommendation of the Facilities Committee, which is outlined in the Facilities Committee minutes from September 10, 2013, to remodel the former jail into offices. Commissioner Tiejema voiced his concerns regarding the budget and stated he was not in favor of voting for this until a budget analysis was done. Commissioner Banks discussed his motion and then moved to amend the motion, supported by Cowling-Cronk, that the Board of Commissioners take a position on the recommendations presented by the Facilities Committee and to approve option 2 which would be to remodel the former jail into offices, subject to further costs such as floor level and asbestos abatement. Chair Calley called for a vote on the amended motion by a show of hands: Yes votes: Mason, Banks and Cowling-Cronk. No votes: Tiejema, Calley and Shattuck. Motion died due to a tie vote.

Chair Calley stated that the Board needed to make a decision on the location in order to give Bednarek a starting point. Moved by Mason, supported by Shattuck, to have the facilities planner, Frank Bednarek, provide to the Board a plan for remodeling the former jail and a plan for a new building on the former jail site. Motion carried by a show of hands.

- G. Hurlbut informed the Board that there are approximately 300 property appraisals that still need to be done in order to complete the annual sales study and requested the approval of a contract with David and Brian Jager for the appraisals. Moved by Mason, supported by Cowling-Cronk, to approve the contract with David and Brian Jager for equalization consultant, assessment and administration services for the completion of the annual equalization reports and authorize appropriate signatures. Motion carried by voice vote.
- H. Hurlbut stated that the State of Michigan requires counties to employ Equalization Directors that are certified by the State Tax Commission as Level 3 Assessors or are overseen by a Level 3 Assessor. The County is still in the process of filling the Equalization Director position and in the interim, Hurlbut requested the Board to contract with David Jager, who is certified as a Level 4 Assessor, for Equalization Director Services. Moved by Mason, supported by Tiejema, to approve the contract with

David Jager for the Equalization Director services at an amount not to exceed \$14,400 and to authorize appropriate signatures. Motion carried by voice vote.

Chairperson's Report

- 1) Discussed the meeting with the State regarding the vacant Equalization Director position.

County Administrator's Report

- 1) Reminded the Board of the budget workshop meeting on September 25th

Public Comment

Jack Elliott commented on the court security and the old jail building.

Moved by Mason, supported by Cowling-Cronk, to adjourn the meeting at 8:47 p.m. Motion carried by voice vote.

Julie Calley, Chair

Tonda Rich, Clerk

Minutes approved on

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
CONSUMERS ENERGY COMPANY
CASE NO. U-17473

- Michigan Public Service Commission will review Consumers Energy Company's request for a Financing Order Approving the Securitization of up to \$454.3 million of Qualified Costs.
 - The information below describes how a person may participate in this case.
 - You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
-
- A public hearing will be held:

DATE/TIME: October 3, 2013, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Sharon L. Feldman

LOCATION: Michigan Public Service Commission
4300 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) September 9, 2013 application, which requests the Commission to take the following actions: 1) issue a financing order, as described in its filing, applicable to Consumers Energy, its transferees, successors and assignees, pursuant to Public Act 142 of 2000 and other applicable laws, (a) declaring that the costs described in its filing are qualified costs under 2000 PA 142, and (b) authorizing issuance of securitization bonds in an amount that will permit recovery of those qualified costs and other related costs; 2) reserve to the Company sole discretion as to whether and when to proceed with a securitization transaction; 3) authorize Consumers Energy to impose a nonbypassable securitization charge on customer bills, to be rendered on and after the issuance of securitization bonds; 4) authorize Consumers Energy to impose the above-referenced nonbypassable securitization charge in its tariffs and initially implement and periodically true-up the securitization charge; 5) authorize Consumers Energy to employ appropriate methodology to account for the transactions contemplated by the financing order; 6) grant Consumers Energy authority to refund and retire any or all of the securitization bonds upon demonstration of an ability to refinance under applicable bond covenants and that securitization charges to service new securitization bonds, including transaction costs, would be less than the securitization charges required to service the securitization bonds being refunded; and 7) authorize Consumers

Energy to create a special purpose entity to which it could transfer securitization property and approve transfers of the securitization property under the financing order.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 26, 2013. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

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 his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information: available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

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.; 2000 PA 142, and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

September 13, 2013