



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

7:00 P.M. Monday, June 17, 2019

City Council Chambers

City Hall, 259 Kent St., Portland Michigan

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:04 PM	<b>IV. <u>Public Comment</u></b> (5-minute time limit per speaker)	
7:05 PM	<b>V. <u>City Manager Report</u></b>	
7:15 PM	<b>VI. <u>Presentations</u></b>	
7:20 PM	<b>A.</b> DDA/Main Street Director ConnerWellman – Downtown Report	
7:30 PM	<b>B.</b> The Brook Retirement Communities	
	<b>VII. <u>Public Hearing(s)</u></b> – Public Hearing to consider an amendment to the Rindlehaven TND PUD to remove a 10-acre parcel for rezoning related to potential development of a Senior Housing Facility by The Brook on a portion of the Rindlehaven Development.	
	<b>VIII. <u>Old Business</u></b> - None	
	<b>IX. <u>New Business</u></b>	
7:40 PM	<b>A.</b> Proposed Resolution 19-28 Approving an Amendment to the Rindlehaven Planned Unit Development (PUD) to Remove a 10-Acre Parcel from the Overall PUD	Decision
7:45 PM	<b>B.</b> First Reading of Ordinance 17500 to Amend the City Zoning Map	
7:48 PM	<b>C.</b> First Reading of Ordinance 1B Amending and Adding to Chapter 14, “Fire Prevention and Protection,” of the Code of Ordinances of the City of Portland as it Relates to the Regulation of Fireworks	
7:50 PM	<b>D.</b> Motion to Go into Closed Session as Permitted by the Michigan Open Meetings Act to Discuss the Proposed Collective Bargaining Agreement (Requires a 2/3 Majority by Roll Call Vote)	Decision
8:00 PM	<b>E.</b> Proposed Resolution 19-36 Approving a Cost of Living Adjustment for Non-Union City Employees	Decision
8:03 PM	<b>F.</b> Proposed Resolution 19-37 Approving the Agreements Between the City of Portland and the City Employees Represented by the Police Officers Labor Council (POLC) and the Chapter of the Governmental Employees Labor Council (GELC)	Decision

<u>Estimated Time</u>		<u>Desired Outcome</u>
8:05 PM	<b>G.</b> Proposed Resolution 19-38 Approving the Revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) and Approving, Authorizing, and Directing the City Manager to Sign Same	Decision
8:10 PM	<b>H.</b> Proposed Resolution 19-39 to Amend the Budget for Fiscal Year 2018-2019	Decision
8:15 PM	<b>I.</b> Proposed Resolution 19-40 Approving Issuance of a Transient Trader Permit for a BBQ Food Trailer	Decision
8:20 PM	<b>J.</b> Proposed Resolution 19-41 Confirming the Mayor’s Appointments to City Boards and Commission	Decision
8:22 PM	<p><b>X. <u>Consent Agenda</u></b></p> <p><b>A.</b> Minutes &amp; Synopsis from the Regular City Council Meeting held on June 3, 2019</p> <p><b>B.</b> Payment of Invoices in the Amount of \$91,330.08 and Payroll in the Amount of \$110,242.49 for a Total of \$201,572.57</p> <p><b>C.</b> Purchase Orders over \$5,000.00</p> <p>1. Michael R. Kluck in the Amount of \$6,220.84 for Legal Services</p>	Decision
	<p><b>XI. <u>Communications</u></b></p> <p><b>A.</b> Boards and Commissions Application from Cory Grimminck</p> <p><b>B.</b> Boards and Commissions Application from Jason Williamson</p> <p><b>C.</b> Boards and Commissions Application from Dennis Cunningham</p> <p><b>D.</b> Boards and Commissions Application from Lonny Freed</p> <p><b>E.</b> Planning Commission Minutes from May 8, 2019</p> <p><b>F.</b> Police Department Report for May 2019</p> <p><b>G.</b> Water Department Report for May 2019</p> <p><b>H.</b> Wastewater Treatment Plant Report for May 2019</p> <p><b>I.</b> Franklin Energy - Energy Optimization Report</p> <p><b>J.</b> Ionia County Board of Commissioners Agenda - June 11, 2019</p> <p><b>K.</b> Ionia County Board of Commissioners Agenda – June 14, 2019</p> <p><b>L.</b> Ionia County Board of Commissioners Agenda – June 18, 2019</p>	
8:25 PM	<b>XII. <u>Other Business</u> - None</b>	
8:30 PM	<b>XIII. <u>City Manager Comments</u></b>	
8:35 PM	<b>XIV. <u>Council Comments</u></b>	
8:40 PM	<b>XV. <u>Adjournment</u></b>	Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 19-28**

**A RESOLUTION APPROVING AN AMENDMENT TO THE  
RINDLEHAVEN PLANNED UNIT DEVELOPMENT (PUD) TO  
REMOVE A 10-ACRE PARCEL FROM THE OVERALL PUD**

**WHEREAS**, the Rindlehaven PUD is approximately 152 acres and zoned as a Traditional Neighborhood Development (TND) and located along the Looking Glass River, north of I-96; and

**WHEREAS**, Mayberry Homes is requesting to remove a 10-acre parcel from the overall PUD in order to facilitate the development of an elderly housing facility, a copy of which is attached as Exhibit A; and

**WHEREAS**, a Public Hearing was held at the regularly scheduled Planning Commission meeting on May 8, 2019. The Planning Commission approved the PUD amendment request and recommended same to City Council, a memorandum from the City's zoning consultant is attached as Exhibit B; and

**WHEREAS**, the City Manager and Zoning Consultant recommend that City Council approve the request to amend the PUD to remove a 10-acre parcel from the overall PUD in order to facilitate the development of an elderly housing facility.

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

1. City Council hereby approves the request to amend the PUD to remove a 10-acre parcel from the overall PUD in order to facilitate the development of an elderly housing facility.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 17, 2019

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**Monique I. Miller, City Clerk**



March 21, 2019

City of Portland  
Attn: Tutt Gorman, City Manager  
259 Kent St  
Portland, MI 48875

RE: Rindlehaven PUD Amendment

This letter is to formally request an Amendment to the Rindlehaven PUD.

We would like to withdraw a 10 acre parcel from the area currently represented as Area G. Included for your point of reference are the current PUD site plan, along with the boundary survey and legal description of the subject parcel. The new 10 acre parcel will be rezoned to R-3 with a Special Land Use designation for an Assisted Living Facility.

We respectfully request that the PUD Amendment, Rezoning and Site Plan approval for the 10 acre parcel run in parallel in an effort to expedite the start of construction of the Assisted Living Facility.

Sincerely,

*David Straub*

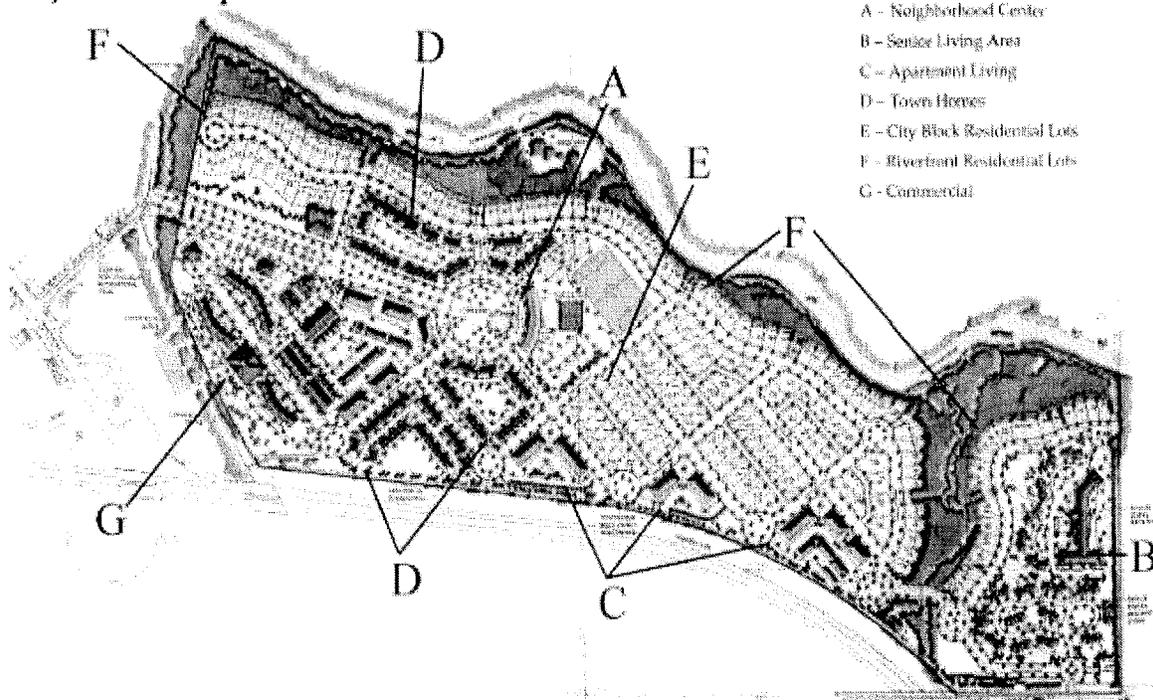
David Straub  
Chief Operating Officer  
Mayberry Homes  
(517)575-5355

*Rindlhaven Pattern Book*

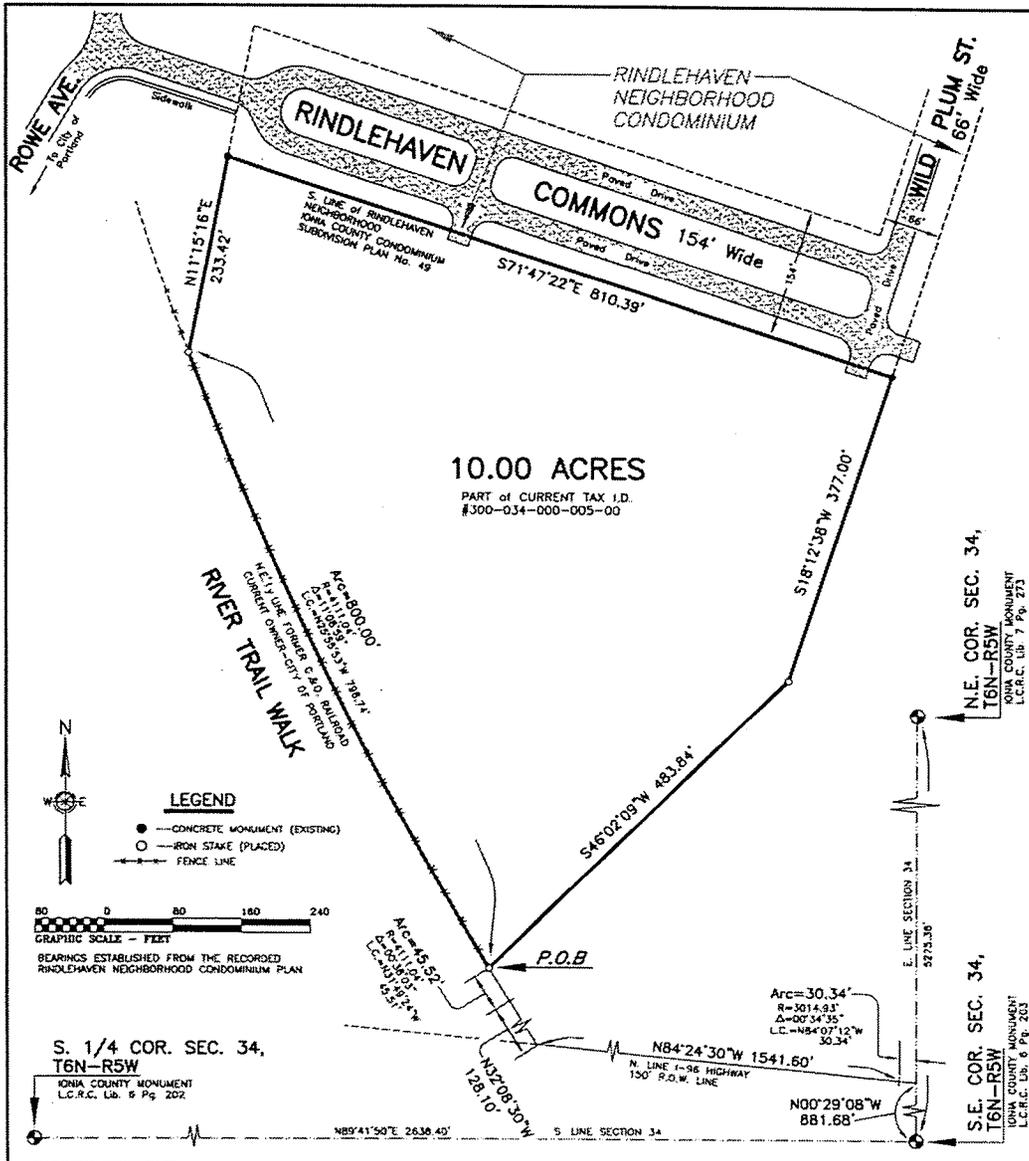
**Project Development Plan**

**Distinct Community Patterns:**

- A - Neighborhood Center
- B - Senior Living Area
- C - Apartment Living
- D - Town Homes
- E - City Block Residential Lots
- F - Riverfront Residential Lots
- G - Commercial



The Rindlhaven Pattern Book has been prepared specifically for the Rindlhaven development. This document is not suitable for use on other projects or other locations without the prior approval of Korsch Development, L.L.C., Wells/Marshfield, Inc., and Praxair Architectural Group, L.L.C. Reproduction, in whole or in part, is prohibited.



FOR: THE BROOK

LEGAL DESCRIPTION: LANDS LYING SOUTH OF AND CONTIGUOUS TO RINDLEHAVEN NEIGHBORHOOD SITE CONDOMINIUM (IONIA COUNTY SUBDIVISION PLAN # 49) DESCRIBED AS PART OF SECTION 34, T6N-R5W, CITY OF PORTLAND, IONIA COUNTY, MICHIGAN; COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34; THENCE N 00° 29' 08" W 881.68 FEET ALONG THE EAST LINE OF SECTION 34 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY I-96; THENCE NORTHWESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF I-96 ON A CURVE TO THE LEFT AN ARC DISTANCE OF 30.34 FEET, SAID CURVE HAVING A RADIUS OF 3014.93 FEET, A DELTA ANGLE OF 00° 34' 35", AND A LONG CHORD AND BEARING OF N 84° 07' 12" W 30.34 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF I-96 N 84° 24' 30" W 1541.60 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FORMER C & O RAILROAD (NOW KNOWN AS THE PORTLAND PEDESTRIAN RIVER TRAIL); THENCE ALONG SAID RIGHT OF WAY LINE N 32° 08' 30" W 128.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUING NORTHWESTERLY ALONG THE CURVE ON SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 45.52 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID CURVE HAVING A RADIUS OF 4111.04 FEET, A DELTA ANGLE OF 00° 38' 03", AND A LONG CHORD AND BEARING OF N 31° 49' 24" W 45.51 FEET; THENCE CONTINUING NORTHWESTERLY ON THE CURVE ALONG THE NORTHEASTERLY RIGHT OF WAY OF THE FORMER RAILROAD AN ARC DISTANCE OF 800.00 FEET, SAID CURVE HAVING A RADIUS OF 4111.04 FEET, A DELTA ANGLE OF 11° 08' 59", AND A LONG CHORD AND BEARING OF N 25° 55' 53" W 798.74 FEET; THENCE N 11° 15' 16" E 233.42 FEET TO A POINT ON THE SOUTH LINE OF RINDLEHAVEN NEIGHBORHOOD SITE CONDOMINIUM SUBDIVISION; THENCE S 17° 47' 22" E 810.39 FEET ALONG THE SOUTH LINE OF SAID RINDLEHAVEN NEIGHBORHOOD SITE CONDOMINIUM SUBDIVISION; THENCE S 18° 12' 38" W 377.00 FEET; THENCE S 46° 02' 09" W 483.84 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 10.00 ACRES.

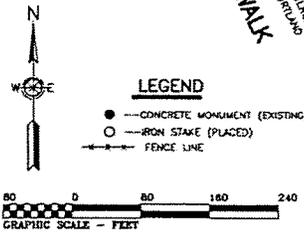
I CERTIFY THAT THE REQUIREMENTS FOR I.S.70, PUBLIC ACT 131, A.C.L. 54.133 HAVE BEEN MET. THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING. THIS SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED THIRD PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAKING SAID THIRD PERSON.

MARINUS A. MULDER  
P.S. #25863

CERTIFIED SURVEY FOR:  
**THE BROOK**  
PROPERTY LOCATION: PART OF SECTION 34, T6N-R5W, PORTLAND TOWNSHIP, IONIA COUNTY, MICH. 48875

**MULDER & ASSOC.**  
6585 MULDER DR., PORTLAND, MI. 48875  
Email: muldersurveying@regoon.com

JOB No. 19-30	DATE 2-7-19
DRN. BY I.M.	SHEET 1 of 1



S. 1/4 COR. SEC. 34,  
T6N-R5W  
IONIA COUNTY MONUMENT  
L.C.R.C. Lib. 5 Pg. 202

TO: Portland City Planning Commission  
 FROM: Paul LeBlanc, AICP  
 DATE: May 1, 2019  
 SUBJECT: Rindlehaven PUD Amendment

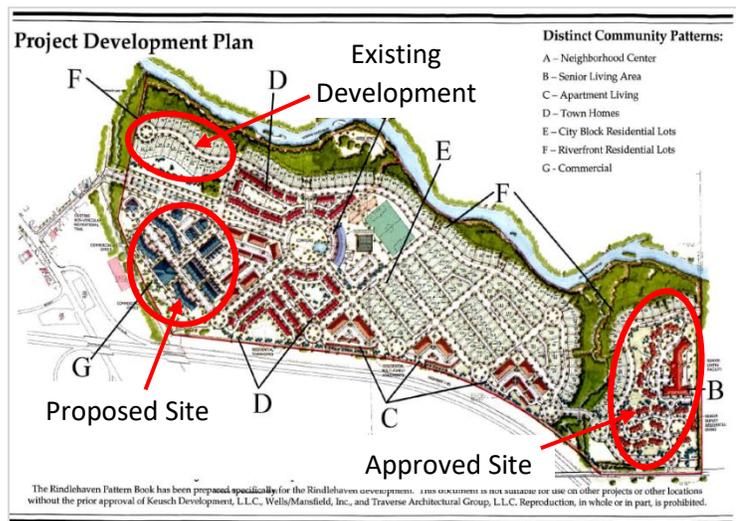
**Request**

This is a request to amend the Rindlehaven Planned Unit Development that would remove a 10-acre parcel from the overall PUD in order to develop an elderly housing project on a site that had been designated for Commercial. Because of the size and complexity of the overall PUD, removing the parcel from the PUD altogether was considered a more feasible option than redesigning the entire PUD.

**PUD Plan**

The Rindlehaven site is approximately 152 acres located along the Looking Glass River, north of I-96. It is zoned as a TND (Traditional Neighborhood Development) project to accommodate a wide mix of housing types and nonresidential uses. To date, only the first phase, consisting of about two dozen single-family homes, has been developed.

One component of the approved PUD was a “senior living” village to be located at the far east end of the site, adjacent to Cutler Road and I-96. The approved plan included a 115-bed congregate living facility and 36 independent-living duplexes, plus an extensive open space area.



While amending the PUD would reduce the size of the overall development and remove the future commercial use, the proposed elderly housing project would be consistent in concept with the overall intent of the mixed-use PUD. In addition, the feasibility and desirability of the commercial component planned for this 10-acre site has been questioned due to its poor accessibility, general lack of visibility, and potential impact on existing East Grand River and downtown businesses.

**Process**

Unlike conventional zoning districts, the PUD District is linked to a specific development plan. Therefore, to significantly alter that plan by reducing its size (142 acres from 152), eliminating a significant component (commercial), and relocating/modifying another element (senior living) requires an amendment to the Development Agreement, in accordance with the original approval process. That

process requires a public hearing before the Planning Commission and a recommendation to City Council. Following receipt of the Commission's recommendation, Council must also hold a hearing and make a final decision regarding whether to approve or deny the amendment request.

**Recommendation**

I recommend that the Planning Commission recommend approval of the Rindlehaven PUD amendment to remove the 10-acre site, generally corresponding with the commercial area (G) on the Project Development Plan, for the following reasons:

- The scale of the approved PUD has been shown to be overly ambitious.
- The planned commercial component on the subject property is determined to be infeasible and not in the best interests of the City and its business community.
- The amendment would open an opportunity for an elderly housing development that is needed by the community and is consistent with the mixed-use character envisioned by the City Master Plan for this area.
- An elderly housing project on this parcel would generate far less traffic than the uses proposed in the approved PUD plan and would add a potential customer base for nearby businesses.

**CITY COUNCIL  
CITY OF PORTLAND  
Ionia County, Michigan**

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

**ORDINANCE NO. 17500**

**AN ORDINANCE TO AMEND THE CITY ZONING MAP**

**THE CITY OF PORTLAND ORDAINS:**

**SECTION 1. AMENDMENT.** The Official Zoning Map of the City of Portland is amended as follows:

Parcel 34-300-034-000-005-00, a 10-acre parcel of the Rindlehaven Development (as designated in Exhibit A), is rezoned from the TND PUD to R-3 Multifamily District

**SECTION 2. PUBLICATION AND EFFECTIVE DATE.** This Ordinance must be published and recorded as provided in the City Charter and takes effect on the date of publication, but not less than ten (10) days after its adoption by the City Council.

Ayes:

Nays:

Absent:

Abstain:

**ORDINANCE DECLARED ADOPTED.**

Dated:

\_\_\_\_\_  
James E. Barnes, Mayor

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

Introduced: May 20, 2019

Adopted:

Published:

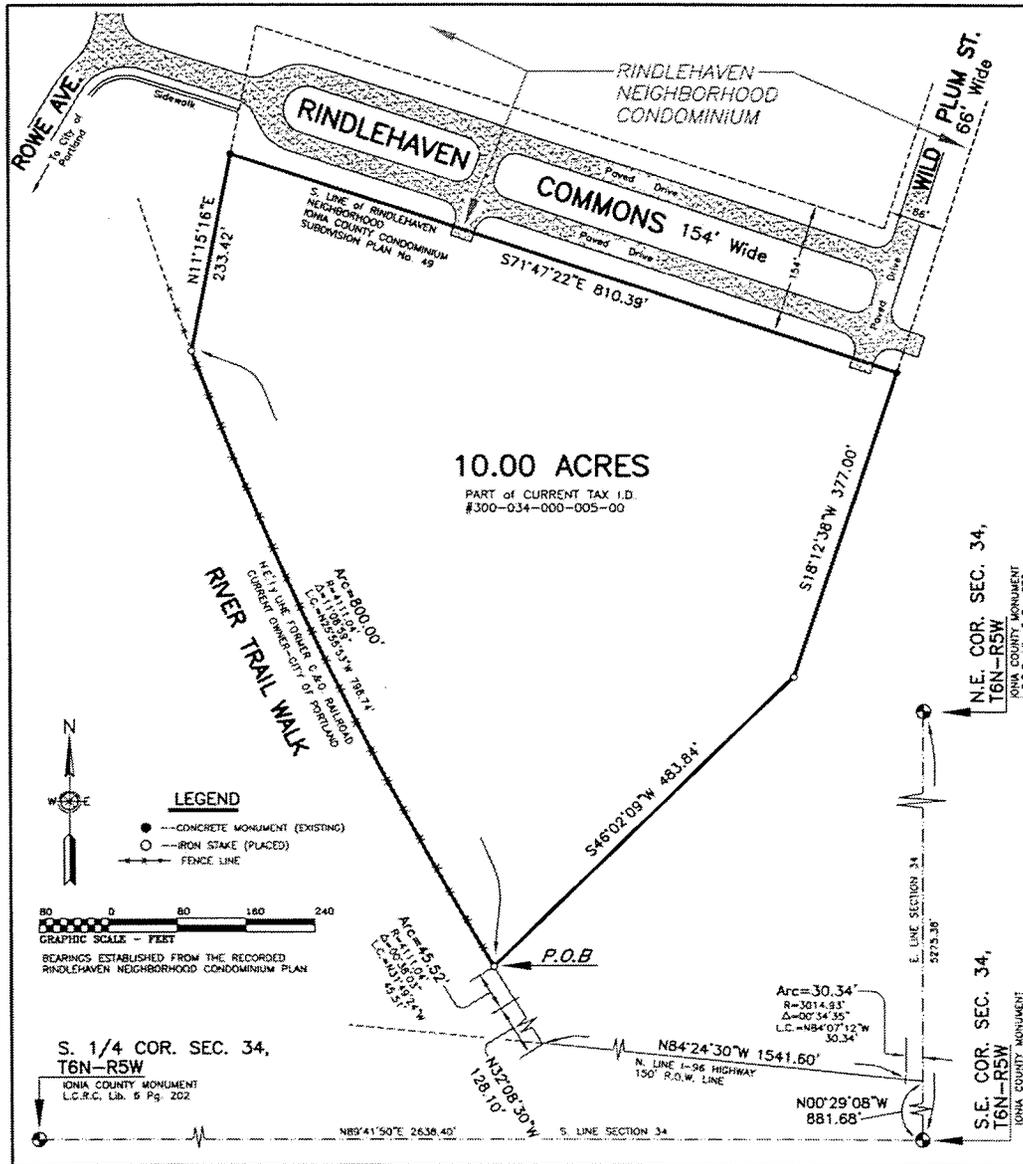
Effective:

## CERTIFICATION

I certify that the foregoing is a true and complete copy of Ordinance No 17500, which was adopted by the Portland City Council at a regular meeting, held on \_\_\_\_\_ which was conducted in accordance with the Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated:

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



FOR: THE BROOK

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I CERTIFY THAT THE REQUIREMENTS FOR 1970, PUBLIC ACT 132, MCL 54 213 HAVE BEEN MET. THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING. THIS SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED THIRD PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID THIRD PERSON.

MARINUS A. MULDER  
P.S. #25863

CERTIFIED SURVEY FOR:	
<b>THE BROOK</b>	
PROPERTY LOCATION: PART OF SECTION 34, T6N-R5W, PORTLAND TOWNSHIP, IONIA COUNTY, MICH. 48875	
<b>MULDER &amp; ASSOC.</b>	
6585 MULDER DR., PORTLAND, MI, 48875 Email: muldersurveying@regagan.com Ph.: 517-647-7826	
JOB No. 19-30	DATE 2-7-19
DRN. BY I.M.	SHEET 1 of 1

TO: Portland City Planning Commission  
 FROM: Paul LeBlanc, AICP  
 DATE: May 1, 2019  
 SUBJECT: Proposed Rezoning from TND-PUD to R-3, Multi-Family

**Request**

This is a request to rezone a site of approximately 10 acres, located north of I-96 and south of Rindle Bluff Road, from its existing TND-PUD classification to R-3, Multi-Family. The intent is to develop an elderly housing project, consisting of 42 residential units. Elderly housing is only allowed in the R-3 District as a special use.



**Existing Conditions**

The subject site is currently undeveloped and fronts on Rindle Bluff Road, an interior street serving the existing and planned Rindlehaven PUD project. It is bordered on the south by the City’s river trail walk. Surrounding land use and zoning are summarized in the following table:

	Existing Land Use	Existing Zoning
<b>North</b>	Rindle Bluff Rd. & single-family	TND-PUD
<b>South</b>	Trail & commercial	C-3, Highway Commercial
<b>East</b>	Vacant	TND-PUD
<b>West</b>	Trail & commercial	C-3, Highway Commercial

The City’s Master Plan designates this property and the area north and east as Mixed-Use.

**Criteria**

Section 42-33 (b)(2) specifies the criteria to be followed when considering a rezoning request. These include:

- a. **Whether or not the proposed rezoning is consistent with the goals, policies and future land use map of the city master plan; or, if conditions have changed significantly since the master plan was adopted, the consistency with recent development trends in the area;**

The Master Plan recommends mixed-use development for the subject site and surrounding property. The R-3 rezoning would permit residential development consistent with the concept of mixed-use, in particular the intended elderly housing. More specifically, the Plan also notes at p. 66: “The 2014 resident survey showed a desire for more apartments and senior housing.”

- b. Whether the proposed district and the uses allowed are compatible with the site’s physical, geological, hydrological and other environmental features. The potential uses allowed in the proposed zoning district shall also be compatible with surrounding uses in terms of land suitability, impacts on the community, density, potential influence on property values and traffic impacts;**

While the applicant has expressed a desire for one specific use (elderly housing) on the subject property, it must be noted that, if rezoned, any use otherwise allowed in the R-3 District could be placed on the property. As a residential district, the uses allowed in R-3 are the same as those allowed in the R-1, Single-family District with the addition of elderly housing, two-family dwellings, and multiple-family dwellings. These same uses, however, have been proposed and approved as part of the Rindlehaven PUD within which the subject site was included. Therefore, even if the intended use did not materialize, the R-3 District would not permit any use that would be incompatible with the adjacent PUD zoning or commercial to the south.

In terms of other impacts, none of the allowed uses in the R-3 District would have the potential impact on property values, intensity, or traffic that the originally-intended commercial uses, as envisioned in the approved Rindlehaven PUD, would have had.

- c. Whether, if rezoned, the site is capable of accommodating the uses allowed, considering existing or planned infrastructure including streets, sanitary sewers, storm sewer, water, sidewalks, and street lighting; and**

The site is accessible from an existing street, has access to the abutting river trail, and is served by public utilities. Any potential R-3 use that could be accommodated on a 10 acre site could be served by the existing or planned infrastructure.

- d. Other factors deemed appropriate by the planning commission.**

The rezoning would make it more feasible to develop the subject property than would otherwise be likely under the existing PUD.

### **Recommendation**

I recommend that the Planning Commission recommend to City Council approval of the rezoning to R-3, Multi-family Residential, for the following reasons:

- The rezoning request satisfies the criteria of Section 42-33 (b)(2).
- The R-3 zoning district permits a range of uses that would be compatible with the existing and planned development on the surrounding property.
- As noted in the Master Plan, there is an expressed need for alternate housing choices in the City that would be allowed in the R-3 District.

**CITY OF PORTLAND**  
**Ionia County, Michigan**

Council Member \_\_\_\_\_, supported Council Member \_\_\_\_\_, moved the adoption of the following ordinance:

**ORDINANCE NO. 1B**

**AN ORDINANCE AMENDING AND ADDING TO CHAPTER 14, “FIRE PREVENTION AND PROTECTION,” OF THE CODE OF ORDINANCES OF THE CITY OF PORTLAND AS IT RELATES TO THE REGULATION OF FIREWORKS**

**THE CITY OF PORTLAND ORDAINS:**

**Section 1. Amendment of Chapter 14 of the Code of Ordinances.** Sections 14-10 through 14-15 of Chapter 14, “Fire Prevention and Protection,” of the Code of Ordinances are replaced and Sections 14-16 through 14-20 are added thereto to read:

**Sec. 14-10. – Fireworks definitions.**

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them:

*Act 256* means the Michigan Fireworks Safety Act, Act 256 of the Public Acts of Michigan of 2011 as amended from time to time.

*Alcoholic liquor* means that term as defined in section 1d of the Michigan Vehicle Code, 1949 PA 300, MCL 257.1d, as amended

*Articles pyrotechnic* means pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction but not intended for consumer use, that meet the weight limits for consumer fireworks but are not labeled as such, and that are classified as provided in Act 256.

*Consumer fireworks* mean fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition and labeling requirements promulgated by the United States Consumer Product Safety Commission and are identified as such in Act 256. Consumer fireworks do not include low-impact fireworks.

*Controlled substance* means that term as defined in section 8b of the Michigan Vehicle Code, 1949 PA 300, MCL 257.8b, as amended.

*Display fireworks* mean large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration or deterioration and are identified as such in Act 256.

*Fireworks* mean any composition or device, except for a starting pistol, a flare gun or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration or

detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks and special effects.

*Low-impact fireworks* mean ground and handheld sparkling devices as provided in Act 256.

*Minor* means any individual who is less than eighteen (18) years of age.

*Retailer* means a person who sells consumer fireworks or low-impact fireworks for resale to an individual for ultimate use.

*Special effects* means a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect as an integral part of a motion picture, radio, television, theatrical or opera production or live entertainment.

*Wholesale* means any person who sells consumer fireworks or low-impact fireworks to a retailer or any other person for resale. Wholesaler does not include a person who sells only display fireworks or special effects.

**Sec. 14-11. – Ignition, discharge and use of consumer fireworks.**

- (a) A person shall not ignite, discharge or use consumer fireworks except on the following days after 11 a.m.:
  - (1) December 31 until 1 a.m. on January 1.
  - (2) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
  - (3) June 29 to July 4 until 11:45 p.m. on each of those days.
  - (4) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
  - (5) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.
- (b) A person shall not ignite, discharge, or use consumer fireworks if the environmental concerns based on the department of natural resources fire division criteria are elevated to extreme fire conditions or if the environment concerns based on the department of natural resources fire division criteria are elevated to very high for seventy-two (72) consecutive hours and the commanding officer of the fire department, in consultation with the department of natural resources enforces a no burning restriction that includes a ban on the ignition, discharge, and use of consumer fireworks. If a no burning restriction is instituted under this Section, the commanding officer of the fire department enforcing the restriction shall ensure that adequate notice of the restriction is provided to the public.

**Sec. 14-12. - Fireworks safety prohibited conduct.**

No person shall endanger the life, health or safety of any other person by the sale, use, possession, transport, display or discharge of any consumer fireworks. No person shall use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination thereof.

**Sec. 14-13. – Possession of consumer fireworks by minor.**

No minor shall possess, ignite, discharge or use consumer fireworks.

**Sec. 14-14. - Prohibition on certain property.**

No person shall, at any time, ignite, discharge, use or display, except under the terms and conditions of a permit issued pursuant to this section, any fireworks, upon another person's property without such property owner's permission. No person shall, at any time, ignite, discharge, use or display, except under the terms and conditions of a permit issued pursuant to this section, any fireworks in a public street or right-of-way, a public park, school property, public property, or any other place of public assembly without the approval of the owner of such property or, in the case of a public park, street or right-of-way, the approval of the city. Notwithstanding the above, pursuant to state law, it shall not be a violation of this section relative to consumer fireworks on the dates and times consumer fireworks are allowed as set forth in section 14-11(a). However, this exception does not affect the ability of a person to restrict the use of fireworks on property owned or controlled by them by any other lawful means.

**Sec. 14-15. – Determination of violation; seizure.**

If a city police officer determines that a violation of this article has occurred, the officer may seize the consumer fireworks as evidence of the violation.

**Sec. 14-16. - Permits.**

Provided that the applicable provisions of Act 256 are complied with, upon application in accordance with this section, the city may issue a non-transferrable permit for the use of agricultural or wildlife fireworks, articles pyrotechnic, display fireworks or special effects manufactured for outdoor pest control or agricultural purposes or for public or private display. After a permit has been issued, the sale, possession or transportation of fireworks for the purposes described in the permit only may be made. A permit may not be issued to a person under eighteen (18) years of age. The issuance of a permit shall be approved by the city council and shall be based on the competency and qualifications of the operator of such fireworks as required by Act 256 and the time, place and safety aspects of the proposed use.

**Sec. 14-17. - Permit fee.**

A fee for a fireworks permit may be established from time to time by the city council which shall accompany the application for a permit.

**Sec. 14-18. - Proof of financial responsibility.**

In order to receive a permit for articles pyrotechnic or a display fireworks use, the applicant shall furnish proof of financial responsibility by a bond or insurance in an amount, character, and form deemed necessary by the city manager or his/her designee to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the applicant or an agent or employee of the applicant, and to protect the public.

**Sec. 14-19. - Storage of fireworks.**

The storage of fireworks by retailers and wholesalers shall at all times be in compliance with the requirements of Act 256.

**Sec. 14-20. – Penalty.**

Violations of Sections 14-11 through 14-14 and any other violation relating to regulation of the ignition, discharge, and use of consumer fireworks in this chapter shall be responsible for a civil fine in the amount of \$1,000.00 for each violation and no other fine or sanction. \$500.00 of the fine collected shall be remitted to the local law enforcement agency responsible for enforcing this ordinance.

**Section 2. Publication and Effective Date.** The City Clerk shall cause this Ordinance to be published and recorded as provided in the City Charter and it shall take effect on the date of publication, but not less than ten (10) days after its adoption by the City Council.

**Yeas:**

**Nays:**

**Abstain:**

**Absent:**

**ORDINANCE DECLARED ADOPTED.**

\_\_\_\_\_  
James E. Barnes, Mayor

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

Introduced:

Adopted:

Published:

Effective:

**CERTIFICATION**

I certify that this is a true and complete copy of the ordinance adopted at a regular meeting of the City Council of the City of Portland on \_\_\_\_\_, 2019.

Dated: \_\_\_\_\_, 2019

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 19-36**

**A RESOLUTION APPROVING A COST OF LIVING ADJUSTMENT FOR  
NON-UNION CITY EMPLOYEES**

**WHEREAS**, the City has agreed to tentative collective bargaining agreements with the City Employees represented by the Police Officers Labor Council (POLC), as well as City Employees represented by the Governmental Employees Labor Council (GELC) for the period July 1, 2019 through June 30, 2022; and

**WHEREAS**, the City Manager has met with representatives of the non-union employees to discuss revising compensation and benefits for non-union employees and recommends that the City Council approve the cost of living wage adjustments, as summarized in the attached Exhibit A.

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

1. The Portland City Council approves the City Manager's recommendation to approve the cost of living wage adjustments as summarized in the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 17, 2019

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

## **Exhibit A.**

### **WAGE FOR NON-UNION EMPLOYEES:**

- Effective July 1, 2019, wages shall increase by two percent (2%) at all levels and classifications.
- Effective July 1, 2020, wages shall increase by two and one-quarter percent (2.25%) at all levels and classifications.
- Effective July 1, 2021, wages shall increase by two and one-half percent (2.5%) at all levels and classifications.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 19-37**

**A RESOLUTION APPROVING THE AGREEMENTS BETWEEN THE CITY OF PORTLAND AND THE CITY EMPLOYEES REPRESENTED BY THE POLICE OFFICERS LABOR COUNCIL (POLC) AND THE CHAPTER OF THE GOVERNMENTAL EMPLOYEES LABOR COUNCIL (GELC)**

**WHEREAS**, the City Manager met with representatives of the Police Officers Labor Council (POLC) and representatives of the Portland Chapter of the Governmental Employees Labor Council (GELC) to negotiate terms for a new contract; and

**WHEREAS**, after several meetings the City Manager and the POLC bargaining committee came to a tentative agreement that was later ratified by the City Employees represented by POLC, a copy of which is attached as Exhibit A; and

**WHEREAS**, after several meetings the City Manager and the GELC bargaining committee came to a tentative agreement that was later ratified by the City Employees represented by GELC, a copy of which is attached as Exhibit B; and

**WHEREAS**, the City Manager recommends that the City Council approve the proposed agreements, copies of which are attached as Exhibit A and Exhibit B.

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

1. The Portland City Council approves the proposed agreements attached as Exhibit A and Exhibit B and the City Manager is directed to prepare and Mayor and City Clerk are authorized to sign the new agreements between the City and the City of Portland Employees Chapter of the GELC and the POLC consistent with this Resolution.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 17, 2019

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

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PORTLAND

AND

THE POLICE OFFICERS LABOR COUNCIL  
PORTLAND POLICE DEPARTMENT DIVISION



[July 1, 2019 to June 30, 2022]

# TABLE OF CONTENTS

AGREEMENT .....	5
PURPOSE AND INTENT .....	5
ARTICLE 1. RECOGNITION.....	5
<b>Section 1. Collective Bargaining Unit.....</b>	<b>5</b>
ARTICLE 2. REPRESENTATION .....	5
<b>Section 1. Collective Bargaining Committee. ....</b>	<b>5</b>
ARTICLE 3. DUES AND VOLUNTARY ASSOCIATION .....	5
ARTICLE 4. MANAGEMENT RIGHTS.....	6
<b>Section 1. Rights.....</b>	<b>6</b>
ARTICLE 5. GRIEVANCE PROCEDURE .....	7
<b>Section 1. Definition of Grievance.....</b>	<b>7</b>
<b>Section 2. Grievance Procedure.....</b>	<b>7</b>
<b>Section 3. Grievance Resolution .....</b>	<b>8</b>
<b>Section 4. Time Limitations. ....</b>	<b>8</b>
<b>Section 5. Time Computation.....</b>	<b>8</b>
<b>Section 6. Arbitration Request.....</b>	<b>8</b>
<b>Section 7. Selection of Arbitrator. ....</b>	<b>8</b>
<b>Section 8. Arbitrator's Powers.....</b>	<b>9</b>
<b>Section 9. Discipline. ....</b>	<b>9</b>
ARTICLE 6. PUBLIC SECURITY .....	9
<b>Section 1. No Strike.....</b>	<b>9</b>
<b>Section 2.....</b>	<b>9</b>
ARTICLE 7. WORK RULES .....	9
<b>Section 1. Rules.....</b>	<b>9</b>
ARTICLE 8. SENIORITY.....	10
<b>Section 1. Seniority Definition.....</b>	<b>10</b>
<b>Section 2. Probationary Period.....</b>	<b>10</b>
<b>Section 3. Seniority Lists. ....</b>	<b>10</b>
<b>Section 4. Loss of Seniority. ....</b>	<b>10</b>

ARTICLE 9. LAYOFF AND RECALL .....	11
<b>Section 1. Layoffs.</b> .....	11
<b>Section 2. Notification and Eligibility Lists.</b> .....	11
<b>Section 3. Recall and Restoration to Positions.</b> .....	11
ARTICLE 10. LEAVES OF ABSENCE .....	12
<b>Section 1. Sick Leave.</b> .....	12
<b>Section 2. Funeral Leave.</b> .....	13
<b>Section 3. Military Duty.</b> .....	14
<b>Section 4. Jury Duty Leave.</b> .....	14
ARTICLE 11. VACATIONS.....	14
<b>Section 1. Vacation Leave Schedule.</b> .....	14
<b>Section 2. Vacation Pay.</b> .....	15
<b>Section 3. Approved Leave of Absence.</b> .....	15
<b>Section 4. Vacation Requests.</b> .....	15
<b>Section 5. Termination.</b> .....	15
ARTICLE 12. HOLIDAYS.....	15
<b>Section 1. Holidays.</b> .....	15
<b>Section 2. Holiday Credits.</b> .....	15
<b>Section 3. Scheduling.</b> .....	16
<b>Section 4. Holiday Pay.</b> .....	16
<b>Section 5. Receiving Holiday Credit.</b> .....	16
ARTICLE 13. HOURS OF WORK AND OVERTIME.....	16
<b>Section 1. Work Schedule and Work Period</b> .....	16
<b>Section 2. Work Schedule.</b> .....	16
<b>Section 3. Breaks and Lunch Periods.</b> .....	17
<b>Section 4. Overtime.</b> .....	17
<b>Section 5. Overtime Premium.</b> .....	17
<b>Section 6. Court Time.</b> .....	17
<b>Section 7. Call Back Pay.</b> .....	17
<b>Section 8. Compensatory Time Off.</b> .....	17
ARTICLE 14. WAGES.....	18
<b>Section 1. Classifications and Wages.</b> .....	18
<b>Section 2. Temporary Assignments.</b> .....	18
<b>Section 3. Educational Benefit.</b> .....	18
<b>Section 4. Step Increase.</b> .....	18
<b>Section 5. Prior Law Enforcement Experience.</b> .....	19

ARTICLE 15. INSURANCE AND PENSION.....	19
<b>Section 1. Health Insurance.</b> .....	19
<b>Section 2. Employee Health Care Contributions and Payment in Lieu of Insurance.</b> .....	19
<b>Section 3. Re-opener.</b> .....	19
<b>Section 4. Retiree Health Care.</b> .....	19
<b>Section 5. Term Life Insurance.</b> .....	20
<b>Section 6. Unemployment Compensation Insurance.</b> .....	20
<b>Section 7. Retirement Benefits.</b> .....	20
<b>Section 8. Duplication of Insurance Benefits.</b> .....	21
<b>Section 9. Government Insurance Programs.</b> .....	21
<b>Section 10. Long Term Disability.</b> .....	21
ARTICLE 16. UNIFORM AND EQUIPMENT .....	21
<b>Section 1. Dry Cleaning Allowance</b> .....	21
<b>Section 2. Uniforms.</b> .....	21
<b>Section 3. Vests.</b> .....	21
<b>Section 4. Plexiglass Guards.</b> .....	22
ARTICLE 17. MISCELLANEOUS.....	22
<b>Section 1. Residency.</b> .....	22
<b>Section 2. Employment Application.</b> .....	22
<b>Section 3. Change in Personal Status.</b> .....	22
<b>Section 4. Gender.</b> .....	22
<b>Section 5. Captions.</b> .....	22
<b>Section 6. Irregular Part-Time.</b> .....	22
<b>Section 7. Outside Employment.</b> .....	22
<b>Section 8. Benefit Accumulation.</b> .....	23
<b>Section 9. Personal Time.</b> .....	23
<b>Section 10. Grant Positions.</b> .....	23
<b>Section 11. Severability.</b> .....	23
<b>Section 12. Waiver Clause.</b> .....	23
<b>Section 13. Work Force.</b> .....	23
<b>Section 14. Unit Protection.</b> .....	23
<b>Section 15. Training.</b> .....	24
<b>Section 16. Pay Upon Promotions.</b> .....	24
<b>Section 17. Fitness for Duty.</b> .....	24
ARTICLE 18. LONGEVITY.....	25
<b>Section 1. Longevity.</b> .....	25
ARTICLE 19. DURATION AND TERMINATION DATES .....	25
<b>Section 1. Duration.</b> .....	25

## **AGREEMENT**

This Agreement entered into as of the \_\_\_\_ day of May, 2019 by and between the City of Portland, Michigan, hereinafter referred to as the "Employer" or the "City," and the Police Officers Labor Council, Portland Police Department Division, hereinafter referred to as the "Union."

### **PURPOSE AND INTENT**

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the Agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community. To these ends, the City and the Union encourage to the fullest degree, friendly and cooperative relationships between the respective representatives at all levels and among all employees.

### **ARTICLE 1. RECOGNITION**

**Section 1. Collective Bargaining Unit.** The City hereby agrees to recognize the Union as the exclusive collective bargaining representative as defined in Public Act 379 of the Public Acts of the State of Michigan of 1965, as amended, for the employees of the City included in the following collective bargaining unit:

All full time employees of the City of Portland classified as patrolman and sergeant, BUT EXCLUDING all part-time or temporary employees, dispatchers, the Chief of Police, all Supervisors, and all other employees.

### **ARTICLE 2. REPRESENTATION**

**Section 1. Collective Bargaining Committee.** The City agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) employee representatives. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the Grievance Procedure. Members of the collective bargaining committee shall also meet with City Officials for the purpose of negotiating modifications to this Agreement. The Union shall furnish the City in writing the names of its collective bargaining committee members before they shall be recognized.

### **ARTICLE 3. DUES AND VOLUNTARY ASSOCIATION**

The Employer hereby agrees to deduct dues, and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

- a) Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the Employer's "Union's Membership and Union Dues Check-Off" form. (Appendix C).
- b) During the life of this Agreement the Employer shall place such deduction or deductions in effect at the first pay period following receipt of same and continue same unless or until revoked in writing by the employee.
- c) The Employer shall transmit such deduction, together with a list of employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so as soon as possible after the 5<sup>th</sup> day of the following month.

Employees covered by this Agreement at the time it becomes effective may be members in good standing in the Union or elect not to be.

All new employees may, choose to become members of the Union, either directly or through payroll deduction provisions set forth above. Fees shall be solely determined as provided by the Union's Constitution and Bylaws.

It is further agreed between the parties that in no way shall the Employer be liable for uncollected fees or dues from employees not authorizing a payroll deduction for said fees or dues.

The Union shall indemnify and save the Employer harmless against any claims, demands, suits, and other forms of liability that may arise by reason of its compliance with the provisions of this Article.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

**Section 1. Rights.** The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Portland Code, and any modifications made thereto, and any resolutions passed by the City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but not limited to the right to: (a) manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, material, or methods of operation; (b) introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) subcontract or purchase any or all work, processes, or services, or the construction of new facilities or the improvement of existing facilities; (d) determine the number, location, and type of facilities and installations; (e) determine the size of the work force and increase or decrease its size; (f) hire, assign, and layoff employees; (g) reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (h) direct the work force, assign

work, and determine the number of employees assigned to operations; (i) establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content, and classification, and to establish wage rates for any new or changed classification; (j) determine lunch, rest periods, and cleanup times, the starting and quitting time, and the number of hours to be worked; (k) establish work schedules; (l) discipline and discharge employees for just cause; (m) adopt, revise, and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted thereafter without notice to the Union, and its reasonableness may be subject to the Grievance Procedure; (n) transfer, promote, and demote employees from one classification, department, or shift to another; (o) select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; (p) permit municipal employees other than police department employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

**Section 1. Definition of Grievance.** For the purpose of this Agreement, a grievance is any dispute between the Union and the Employer or between the employees covered by this Agreement and the Employer with respect to or concerning the interpretation or application of this Agreement or any terms or provisions of the rules and regulations of the police department or the Employer, consistent with Section 8.0.

**Section 2. Grievance Procedure.** All grievances shall be processed in the following manner:

A. **Verbal procedure.** If an employee has a complaint, he shall, within five (5) days of the occurrence which gave rise to the grievance or the employee's first awareness of the situation thereof, discuss it with the Chief of Police with the object of resolving the matter informally. The employee may have a representative of the collective bargaining committee present, if desired.

B. **Written Procedure.**

**Step I.** Grievances shall be presented by the aggrieved employee or Union representative promptly, and in all cases, no later than five (5) days after the verbal procedure of the incident which gave rise to the grievance or five (5) days from the time the employee or Union representative should reasonably have known he had grounds for a grievance. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or Union with respect to those provisions, indicate the relief requested, and be signed by the employee affected. The grievance shall first be presented to the Chief of Police. The Chief of Police shall give his answer within five (5) days after receipt of the grievance.

**Step II.** If the grievance is not satisfactorily resolved at Step I, it may be appealed by submitting the grievance to the City Manager within five (5) days following receipt of

the employer's answer in Step I. Within ten (10) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union.

The Employer representative shall be the City Manager. The Union representatives shall be the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance and return it to the collective bargaining committee within ten (10) days after the meeting.

**Section 3. Grievance Resolution.** All grievances which are satisfactorily resolved at the first (1st) or second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the City Council at its next regularly scheduled monthly meeting before they are binding on the City. The City agrees to act on any such grievance resolutions at the first regularly scheduled monthly meeting following the answer at the respective step. The time limits set forth in Steps I and II of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the City Council under this section.

**Section 4. Time Limitations.** The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

**Section 5. Time Computation.** Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

**Section 6. Arbitration Request.** The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) days following receipt of the City's disposition in Step II of the Grievance Procedure. The time limits for a request for arbitration may be extended by mutual agreement. If written notice of intent to arbitrate is not given timely to the City, the grievance shall be considered settled on the basis of the City's last disposition.

**Section 7. Selection of Arbitrator.** If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each parties alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The Union shall strike first. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the union and the City. Each party shall pay the expenses, wages, and any other compensation of its own witnesses and representatives.

**Section 8. Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement, pass upon the propriety of written warnings administered to employees covered by this Agreement, set any wage rate, or specify the terms of a new Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the City and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

**Section 9. Discipline.** When imposing discipline, the Employer will not take into account any prior infractions which occurred more than four (4) years prior to the incident giving rise to the current discipline.

## **ARTICLE 6. PUBLIC SECURITY**

**Section 1. No Strike.** The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees there shall be no interruption of the services performed by the employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work, or abstain, in whole or in part, from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises.

**Section 2.** The Union further agrees there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited in this Section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the Employer.

## **ARTICLE 7. WORK RULES**

**Section 1. Rules.** The City reserves the right to establish from time to time reasonable rules and regulations governing the conduct of its employees and to fix and determine penalties for violations of such rules. The City shall cause such rules, including any deletions or amendments, to be published and made available to the employees covered by this Agreement. The Union shall have the right to grieve, within three (3) days of their effective date, the reasonableness of any new work rule established by the Employer.

## **ARTICLE 8. SENIORITY**

**Section 1. Seniority Definition.** Seniority shall be defined as the length of the employee's continuous service with the Portland Police Department commencing from his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

**Section 2. Probationary Period.** All new employees shall be considered probationary employees for a period of twelve (12) months (plus the time the employee is required in police training), after which their seniority shall be as of their last date of hire. If the employee is absent in excess of five (5) working days during this twelve (12) month period, his probationary shall be extended for a like amount of days. Until an employee has completed the probationary period, he may be laid off or terminated at the City's discretion without regard to this Agreement and without recourse to the Grievance and Arbitration Procedure. Any time after six (6) months the probationary period may be terminated, at the discretion of the Police Chief, if, in the Police Chief's estimation, the employee displays an adequate ability to perform his/her duties.

**Section 3. Seniority Lists.** The Employer shall maintain a roster of employees arranged according to seniority showing name and seniority date. An up-to-date copy of the seniority list shall be furnished to the Union every six (6) months upon request.

**Section 4. Loss of Seniority.** Any employee shall lose his seniority and his employment relationship with the City for any of the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated;
- C. He retires;
- D. He has been laid off for a period of time equal to his seniority at the time of his layoff or twelve (12) months, whichever is less;
- E. He fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff or disciplinary suspension, unless otherwise excused;
- F. He is absent from work for three (3) consecutive working days without prior notice to the Chief of Police, unless a satisfactory reason for such absence is given;
- G. He is convicted of a felony or misdemeanor punishable by one (1) year or more imprisonment;
- H. He is declared mentally incompetent by a Probate Court;
- I. He makes a false statement on his employment application, on an application for leave of absence, or any other official police report, or provides false or misleading

information during an internal investigation.

- J. He has received settlement for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

## **ARTICLE 9. LAYOFF AND RECALL**

**Section 1. Layoffs.** All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Police Department while any temporary or irregular employees are serving the same position in that department.
- B. The first employee to be laid off shall be the employee with the least seniority in the rank or classification affected, provided, however, that the remaining senior employees have the experience, necessary training, and ability to perform the required work. Further layoffs from the affected rank or classification shall be accomplished by the inverse order of seniority, provided, however, the remaining senior employees have the experience, necessary training, and ability to perform the required work.
- C. Upon being laid off from his rank or classification, an employee who so requests within three (3) days of the notification of layoff shall, in lieu of layoff, be demoted to the next lower rank of classification in the Department, provided, however, he has greater seniority than the employee he is to replace and for which he has the necessary training, experience, and the ability to perform the required work.
- D. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he has been demoted.
- E. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former rank or classification in order of their seniority when the work force is to be increased, provided, however, that the employee has not lost his seniority.

**Section 2. Notification and Eligibility Lists.** Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days' prior notice. Employees demoted in lieu of layoff shall have their names placed on preferred eligibility lists in order of seniority for each class from which displaced within the Department. Employees laid off shall have their names placed on preferred eligibility lists in order of seniority for each class from which displaced. Names shall remain on the lists for twelve (12) months or the length of total continuous service in the Police Department, whichever is less, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those classes.

**Section 3. Recall and Restoration to Positions.** Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of

extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned, and their names shall be removed from seniority and preferred eligibility lists. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligibility lists.

## **ARTICLE 10. LEAVES OF ABSENCE**

**Section 1. Sick Leave.** Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. Sick leave accumulates at the rate of eight (8) hours for each full month of service. One (1) day sick leave credits shall be equal to the regularly scheduled hours of the employee, at the employee's regular hourly rate of pay.
- B. Employees immediately accrue sick leave upon hire at the rate stated in A. Sick leave will not accumulate during leaves of absence without pay.
- C. Unused sick leave will be accumulated to a minimum of three hundred and twenty (320) hours. For each subsequent year in which the accumulation is greater than the three hundred and twenty (320) hours, one-half (1/2) of unused sick leave earned for that year, and is remaining on June 30, will be purchased by the City and the proceeds deposited into a MERS Health Care Savings Program (HCSP) account for that employee. The maximum amount the City will purchase to put into the MERS HCSP shall not exceed forty-eight (48) hours per year per employee. If an employee's Sick Leave Bank falls below three hundred twenty (320) hours, no monies shall be put into that employee's MERS HCSP account.
- D. The Employer may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is reason to believe the health and safety of personnel may be affected or the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- E. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to cash. Employees whose employment status is severed forfeit all accrued sick leave benefits.
- F. An employee eligible for sick leave with pay may use such leave for their own illness or injury which incapacitates the employee from the safe performance of his duty or illness or injury in the employee's immediate family limited to: husbands, wives, children, and parents.
- G. After the employee exhausts paid sick leave benefits, then such leave shall be without accumulation of any fringe benefit predicated on length of service with the Employer.
- H. Sick leave benefits may not be taken in units of less than one half (1/2) hour.

- I. Before an employee absent from his duties for fourteen (14) consecutive days returns to work, he shall demonstrate to the satisfaction of the Employer he is fit to perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the Employer may require a report from a medical doctor of its own choosing and at its own expense.

If the dispute still exists, final resolution binding on both parties shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the Employer and the Union.

- J. The City and the Union mutually agree the following procedure will be used for transferring sick time between members of the Union: 1) The transfer of sick time is strictly voluntary on the part of the employees; 2) The transfer of vacation or personal time is prohibited; 3) No sick time will be transferred to any sick employee until that employee depletes all sick, vacation and personal time; 4) Any employee who elects to transfer sick time must do so in writing by forwarding a form, provided by the City, to the City Clerk stating how many hours, or days, they wish to transfer and to whose account the time is to be credited; 5) The rate of pay for the transferred sick time shall be the rate of pay of the person receiving the sick time; 6) Employees who elect to transfer sick time must understand that they are, in effect, giving up that time and it will never be returned to their account and; 7) The City reserves the right, in its sole discretion, to terminate this procedure at any time if it believes that such termination would be in the best interest of the City and the Union shall have no recourse of any kind regarding said termination.

- K. For illnesses that extend more than thirty (30) calendar days, an employee may apply for long-term disability.

- L. Fringe benefits will be paid by the City for any leave duration, as long as the employee is being paid by long-term disability, worker's compensation, and/or accrued leave.

- M. If an employee has accrued sick or vacation leave after the two (2) years when the long-term disability would have expired, the employee can still use his/her remaining accrued leave time until it is exhausted.

## **Section 2. Funeral Leave.**

- A. An employee shall be granted up to five (5) consecutive calendar days leave to attend the funeral or attend to personal family matters when the death occurs in the employee's immediate family. Time off shall be from the date of death through the day following the funeral. An employee who loses work from his regularly scheduled hours shall receive his regular straight time rate for such lost time for funeral leave,

e.g. an employee on an eight (8) hour shift will be paid for eight (8) hours of leave time, an employee who is on a ten (10) hour shift will be paid for ten (10) hours of leave time, and an employee who is on a twelve (12) hour shift will be paid for twelve (12) hours of leave time.

Immediate family is defined as spouse, child, parent, brother, sister, brother and sister-in-law, mother and father-in-law, or other persons in the employee's household for whom financial care is the employee's principal responsibility.

- B. The employee shall be granted two (2) days off with pay to attend the funeral of an uncle, aunt, niece, nephew, daughter-in-law, son-in-law, grandparent, grandchild, stepparent, and step-sibling, if the employee is scheduled to work on the day of the funeral.

In case of death of a fellow employee an employee shall be granted one (1) day off with pay to act as pallbearer if the employee is scheduled to work on the day of the funeral.

- C. The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

**Section 3. Military Duty.** Employees who are in some branch of the Armed Forces, Reserves, or the National Guard will be paid the difference between their Reserve Pay and their regular pay with the Employer when they are on full time active duty in the Reserve, or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

**Section 4. Jury Duty Leave.** Employees summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. If an employee serves as juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate, exclusive of all premiums, and the amount he receives from the Court. In order to receive jury duty pay, an employee must: (1) give the Employer advance notice of the time he is to report for jury duty; (2) give satisfactory evidence he served as a juror at the summons of the court on the day he claims such pay; and (3) return to work promptly if, after he is summoned by the Court, he is excused from service.

## **ARTICLE 11. VACATIONS**

**Section 1. Vacation Leave Schedule.** All employees will be granted vacation in accordance with the following schedule:

Years	Vacation Hours
1 year up to 5 years	80 hours
5 years up to 10 years	120 hours
10 years up to 15 years	160 hours
For those hired prior to September 1 1998	
15 plus years	200 hours

Vacation time may be taken in one half (1/2) hour periods, and any lesser amount of actual time off will be considered as one half (1/2) hour. Employees separated from the City shall be paid at their normal salary rate for their unused vacation, except employees separated during their probationary period will not be entitled to vacation pay. Employees hired after September 1, 1998, shall not be entitled to vacation in excess of one hundred and sixty (160) hours.

**Section 2. Vacation Pay.** Vacation pay shall be computed at the employee's present rate of pay. Employees are encouraged to take annual vacations. An employee may accumulate up to eighty (80) hours vacation, provided the employee must take at least forty (40) vacation hours each year, except in the year of retirement or separation from service. Employees will be paid for all accumulated vacation hours in excess of eighty (80) hours at their current salary rate in the first pay period beginning on or after their anniversary date of hire. Such determination will be made prior to crediting new earned vacation.

**Section 3. Approved Leave of Absence.** An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

**Section 4. Vacation Requests.** Vacation may be taken at any time during the course of the year as long as it conforms with the requirements of the Department. Vacation leaves shall be granted to employees by the Chief or designee at such times as they least interfere with the efficient operation of the Department. No single employee will be allowed more than a maximum of two (2) consecutive calendar weeks off regardless of the number of shifts scheduled to work unless otherwise approved by the Chief of Police. Preferred vacation requests for the calendar year must be submitted to the Chief of Police during the period January 1 through January 20 each year. Vacation requests submitted during this time period will, if approved, be granted on a seniority basis. The Chief will act upon vacation requests submitted during the January 1-20 time period by February 1. Vacation requests submitted after January 20 will, if approved, be granted on a first come first serve basis. Seniority will be applied if two (2) or more employees submit vacation requests simultaneously requesting the same time off.

**Section 5. Termination.** Any employee, who terminates his service from the Department for any reason other than effective discharge for reasons that revoke law enforcement certification, shall receive a prorated share of vacation time for the year in which his service was terminated.

## **ARTICLE 12. HOLIDAYS**

**Section 1. Holidays.** The following holidays are designated by the employer: New Years Day, New Years Eve Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day, the officers Birthday, President's Day (to be taken the third (3rd) Monday of February), Veterans Day, and Good Friday.

**Section 2. Holiday Credits.** The parties agree that, because of scheduling difficulties, the fourteen (14) holidays (14 x 8 hours =112 hours) will be accumulated as they are earned and paid in one lump sum check the first paycheck in June of each year or added to their vacation time, at

the option of the employee. If an employee is absent on the working day immediately preceding or immediately following, or the holiday itself, he will not receive vacation credit for the holiday unless his absence is excused. If an employee terminates his employment, he will not receive vacation credit for holidays occurring after the last day worked, even though the holiday may fall within the period of this projected terminal vacation leave.

**Section 3. Scheduling.** The regular scheduling of employees of the Department requires that some employees will be scheduled to work on the above holidays.

**Section 4. Holiday Pay.** All employees in the bargaining unit shall receive time and one-half (1 1/2) their straight time for each holiday worked. The shift will be considered to be subject to holiday pay if the commencement of the shift falls within the twenty-four (24) hour period of the holiday.

**Section 5. Receiving Holiday Credit.** Within the first year of employment only; on the day of the holiday, the employee's vacation account will be credited with eight (8) hours vacation day, and any time after that the employee will be allowed to use the holiday credit as vacation. Holiday credit cannot be used as vacation days until after the holiday has passed.

## **ARTICLE 13. HOURS OF WORK AND OVERTIME**

### **Section 1. Work Schedule and Work Period.**

The work period shall consist of eighty hours (80) hours over fourteen (14) consecutive days. An employee's normal workday shall consist of eight (8), ten (10), or twelve (12) consecutive hours. A day shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For the purposes of overtime premium pay, this definition shall not apply where:

- A. An employee's regular shift is changed at his request;
- B. The employee's regular shift is scheduled on a rotation basis;
- C. The employee's regular shift has variable starting times provided, however at least eight (8) hours of off duty time is scheduled between the end of one shift and the start of another.

**Section 2. Work Schedule.** The work schedule shall be established by the Employer and, when practicable, posted one (1) week in advance. The Employer reserves the right to change the work schedule and the starting and quitting times of any and all shifts when operating conditions warrant such change. The Employer shall give one (1) week notice prior to any change. The parties may make a mutually agreed upon, voluntary change within of the seven (7) day period. Shift swaps with other employees are permitted as long as it's mutually agreed upon by the employees, approved by the Chief or designee, and does not create overtime.

The Employer reserves the right to order employees to work based on the needs of the service.

Employees ordered to work shall be identified in inverse order of seniority and paid at the overtime rate of pay. The requirement to order employees to work in inverse order of seniority does not apply to special events.

The employee, with approval of the employer, shall have the right to change his schedule with thirty (30) days' notice to the Employer to allow his attendance at any specialized training-courses in the field of Law Enforcement or Public Safety. Employees shall have the right to bid their shift by seniority. Any employee may request a shift bid be conducted in November for the months of January through June and in May for the months of July through December. Employees shall not be forced to work more than eight (8) consecutive days without a day off.

**Section 3. Breaks and Lunch Periods.** The employees will be entitled to breaks and a lunch period in accordance with the City's rules and regulations.

**Section 4. Overtime.** All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have prior approval of the Chief of Police or his designated representative.

**Section 5. Overtime Premium.**

- A. Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eighty (80) hours in any one work period.
- B. Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eight (8) hours, if the employee is scheduled to work an eight (8) hour shift, in excess of ten (10) hours if the employee is scheduled to work a ten (10) hour shift, and in excess of twelve (12) hours, if the employee is scheduled to work a twelve (12) hour shift in any one day, subject to the definition stated in Section 1 above.
- C. There shall be no pyramiding or duplication of overtime premium pay.

**Section 6. Court Time.** Employees subpoenaed or directed into court, including Probate Court, official hearings, or his appearance in civil court on traffic offenses that were caused by an official act as a police officer shall receive compensation at the rate of time and one-half (1-1/2) with a minimum of two (2) hours for such appearance. To receive such compensation, the employee must be on off duty time. Any witness fees or mileage received by the employee shall be returned to the City.

**Section 7. Call Back Pay.** Employees called to work at times other than their regular shift shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) their regular straight time rate. The provisions of this Section shall not apply to extension of shift situations.

**Section 8. Compensatory Time Off.** At the request of any employee eligible for overtime pay, the employee may request that his overtime be given in compensatory time off. The rate of compensatory time off shall be earned at the rate of one and one-half (1 ½) hour for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the

employee and his supervisor during the fiscal year. In the event that such time off is not taken by the employee within the limiting time, he shall be given cash payment for the overtime hours worked at the overtime rate based on his hourly rate of compensation at the time of the compensatory time/overtime was earned. This payment shall occur at the first full payroll payment in July. Compensatory time may be accumulated as approved above; however; no bargaining unit member shall be permitted to accumulate more than sixty (60) hours. Compensatory time may not be earned during the last month of the fiscal year.

## **ARTICLE 14. WAGES**

**Section 1. Classifications and Wages.** Listed in Appendix A and incorporated herein are the regular rates of pay for the classifications covered by this Agreement.

Effective the first full payroll period after signing by City Council, but no earlier than July 1, 2019, wages shall increase by two percent (2 %) at all levels and classifications.

Effective the first full payroll period after July 1, 2020, wages shall increase by two and one-quarter percent (2.25 %) at all levels and classifications.

Effective the first full payroll period after July 1, 2021, wages shall increase by two and one-half percent (2 1/2 %) at all levels and classifications.

**Section 2. Temporary Assignments.** In any case where an employee is qualified for and is temporarily required to regularly serve in and accepts the responsibility for work in a position of higher class, such employee shall receive the entrance rate of that class so assigned, subject to the approval of the Supervisor; provided, that for an employee to qualify for the higher rate of pay in such temporary assignment to a higher position, said employee shall be assigned on a regular and continuous basis in the higher paid position for at least one (1) full pay period. An employee may be temporarily assigned to work in any position in the same or lower class grade without change in pay.

**Section 3. Educational Benefit.** Effective July 1, 1995 employees with degrees in Police Administration or a related field from an accredited school shall receive an educational bonus in accordance with the following scale:

Associates Degree	\$ 600.00 (applies only for employees hired prior to July 1, 2010)
B.A. or B.S.	\$1200.00

The educational benefit shall not be added to the employee's base rate, but shall be paid the last pay check in November of each year. The educational benefit shall be pro-rated based on weeks worked while at the respective benefit level.

**Section 4. Step Increase.** An employee is entitled to step increases pursuant to the wage scale set forth in Appendix A shall receive such step increases on the closest pay period to his anniversary date which corresponds with Appendix A.

**Section 5. Prior Law Enforcement Experience.** New employees having prior law enforcement experience (certified police officers) may be given seniority for pay purposes only. Future wage increases for such employees shall be in accordance with this Agreement. Such Employees, however, shall be subject to the same probationary period as new employees.

## **ARTICLE 15. INSURANCE AND PENSION**

**Section 1. Health Insurance.** The City agrees to provide a Health Care Plan that includes Hospitalization, Dental, and Vision coverage. The Plan descriptions and summaries are attached to this Agreement as Appendix "B."

**Section 2. Employee Health Care Contributions and Payment in Lieu of Insurance.** All employees that are eligible for and opt for insurance coverage through the City will contribute twenty percent (20%) as premium sharing for health insurance, including hospitalization, dental, vision, health savings accounts, health reimbursement arrangements, and applicable claims tax.

The City will advance the covered employees' share of their health savings account so that accounts are one hundred percent (100%) funded in January. The City will recover the amounts advanced by withholding the amount advanced divided by the number of pay periods between January 1<sup>st</sup> and June 30<sup>th</sup>.

The premium sharing percentages above will apply to any increases in Health Savings Accounts or Health Reimbursement Arrangements (e.g. the Employer will only contribute or reimburse its share based on these percentages).

Effective with payrolls payable after July 1, 2011, bargaining unit members must contribute between one-quarter of a percent (1/4%) and ten (10%) of gross wages each payroll into their MERS Health Care Savings Account. An employee's contribution amount may be increased but cannot be decreased.

The City will pay one thousand two hundred dollars (\$1,200) per year in lieu of health insurance to employees hired prior to July 1, 2013 so long as the employee can show they have health insurance coverage from another source. There is no payment in lieu of health insurance benefit for employees hired on or after July 1, 2013.

**Section 3. Re-opener.** Both parties mutually agree to re-open the contract for discussions on health care issues at either party's request.

**Section 4. Retiree Health Care.** The City agrees to provide hospitalization insurance for future retirees who were hired prior to July 1, 2013, until they reach the age of sixty-five (65), or are eligible for Medicare, whichever is first, based on the following formula: Employer will pay for one twenty-fifth (1/25) of the employer's share of the monthly premium health insurance premium for each year of service. Eligible retirees shall contribute to the Health Insurance Premium at the same rate that active employees of the bargaining unit contribute.

Employees who have not reached age fifty-five (55) and who are receiving MERS retirement funds will be given an extension to COBRA of eighteen (18) months up to forty-two (42) months, for a total of sixty (60) months under the COBRA statutes.

Retirees shall not be eligible to collect health insurance unless they are receiving MERS retirement funds, have attained the age of fifty-five (55), and have at least ten (10) years of service at the time of retirement from City employment. Employees who retire prior to age fifty-five (55) are not eligible for this benefit until they attain the age of fifty-five (55). Employees who separate service from the City and have deferred vested status with MERS are not eligible for retiree health care benefits. Should the retiree accept a position which would qualify him for medical benefits at another place of employment, the retiree will forfeit eligibility for the City's retiree medical plan, while employed with said employer.

Employees hired on or after July 1, 2013 are not eligible for the retiree health care described above and must contribute three percent (3%) of wages into a Health Care Savings Plan (HCSP). Employer will contribute one percent (1%) of employees' wages. Current employees hired prior to July 1, 2013 may opt out of the old plan and into the HCSP under the same terms with no credit for past service. This option is irrevocable.

**Section 5. Term Life Insurance.** The Employer will provide a term life insurance policy in the amount of fifty thousand dollars (\$50,000), and fifty thousand dollars (\$50,000) Accidental Death and Dismemberment. The Employer agrees to pay the cost of five thousand dollars (\$5,000.00) for term life insurance for retirees, who are drawing MERS retirement. Within thirty (30) days, the retiring employee may elect to purchase an additional five thousand dollars (\$5,000) at his own expense.

**Section 6. Unemployment Compensation Insurance.** The Employer will make available unemployment compensation for the employees.

**Section 7. Retirement Benefits.** Effective January 1, 1999, the City will provide and pay the premium for the MERS Plan B4 with the F 50/25 waiver for all bargaining unit members hired prior to July 1, 2010. Bargaining unit members enrolled in the MERS plan B4 with the F 50/25 waiver, must contribute three percent (3%) of gross wages each payroll into the MERS retirement plan.

Bargaining unit members hired on or after July 1, 2010 will receive a MERS Hybrid Pension with a one percent (1%) Defined Benefit Pension Multiplier that cannot be increased and a Defined Contribution portion. New hires must contribute three percent (3%) of wages to the Defined Contribution portion. The Employer's contribution is capped at seven percent (7%) of wages. If the Defined Benefit portion costs less than seven percent (7%) wages, the difference will be contributed to the employees Defined Contribution portion.

Employees hired after July 1, 2013 will not be eligible for a pension with the City until successfully completing ninety (90) days of employment.

Eligible employees may purchase retirement benefits for military service in accordance with MERS Plan requirements and solely at the employees cost.

**Section 8. Duplication of Insurance Benefits.** The Employer shall have no obligation to duplicate any benefit an employee received under any other policy, excluding life insurance with any other employer, notwithstanding the circumstances of eligibility, amount of duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee, other than coverage provided by the Employer, herein a party.

**Section 9. Government Insurance Programs.** Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicated the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage; and to escape such double payments the Employer shall be permitted to cancel benefits or polices which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

**Section 10. Long Term Disability.** Effective July 1, 1995, the Employer will provide a long term disability program equal to sixty-six and two thirds (66 2/3) of the employee's biweekly wage not to exceed two thousand five hundred dollars (\$2,500) per month. There shall be a thirty (30) day waiting period to qualify for this benefit. Employees may use sick and/or vacation time to bring their payment up to one-hundred percent (100%) of their biweekly wage.

## **ARTICLE 16. UNIFORM AND EQUIPMENT**

**Section 1. Dry Cleaning Allowance.** The City shall arrange for a dry cleaning service with the help of the Union that allows for pick-up and drop off of uniforms at the Police Department and allows for proper cleaning of uniforms at a reasonable cost. The parties agree the Employer will make a reasonable attempt to arrange for a dry cleaning service as provided in the contract. If such arrangements cannot be made, or made at a reasonable cost, the Employer agrees to the following:

The City shall pay each bargaining unit member two hundred and forty dollars (\$240) each year to assist in the cost of cleaning their uniforms. This payment shall be paid one-half (1/2) amount in December and one-half (1/2) amount in June of each calendar year.

**Section 2. Uniforms.** Officers shall keep their uniforms clean, well brushed, and pressed. They shall wear polished shoes and all leather accessories dyed and polished. The City agrees to provide uniform issuance and replacement items to each employee within a reasonable time. Uniforms will be inspected on February 1, and August 1 to determine what replacement items, if any, are necessary.

**Section 3. Vests.** Both parties agree the wearing of protective vests shall be mandatory and ~~that~~ the City shall be responsible for the purchase of vests for all personnel covered by this Agreement.

**Section 4. Plexiglass Guards.** The City agrees to have its patrol cars equipped with floor to ceiling plexiglass guards.

## **ARTICLE 17. MISCELLANEOUS**

**Section 1. Residency.** As a condition of continued employment, all non-probationary employees shall be required to reside within thirty (30) miles from the City of Portland's nearest boundary. This distance is properly measured in a straight line between the employee's place of residence and the nearest boundary of the City of Portland. Each employee will have until the end of his probationary period to complete his move. However, exceptions may be granted by the Chief of Police. Once granted, exceptions may not be rescinded.

**Section 2. Employment Application.** All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification. The employer reserves the right of dismissal upon finding omission or falsification of fact on the employment application.

**Section 3. Change in Personal Status.** Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status, and number of dependents on its records for all purposes involving his employment and this Agreement.

**Section 4. Gender.** Reference to the male gender shall apply equally to the female gender and vice versa.

**Section 5. Captions.** The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

**Section 6. Irregular Part-Time.** Irregular part-time employees may be used for the purpose of filling in for emergencies, special events, absence of regular full time employees, and, other than this article, the provisions of this agreement do not apply to irregular part-time employees. Irregular part-time employees will not be used to displace a regular full time or part-time employee.

### **Section 7. Outside Employment.**

All outside employment is governed by the City's Policies and is subject to advanced review and written approval of the Chief of Police and City Manager. Outside employment requests shall be made in writing to the Chief of Police for review before going to the City Manager for final approval. Denials by the Chief of Police may be appealed to the City Manager. The Employer reserves the right to rescind approval of outside employment if such employment is later determined to create a conflict of interest or to impair the employee's performance as a City employee. Employees approved to work outside employment must ensure such outside employment does not limit the employee's availability or compromise the scheduling needs of

the City. Employees shall not wear the Department Uniform unless they are working for or under the Direction of the City.

**Section 8. Benefit Accumulation.** The employee shall not be eligible to receive benefits while he is:

- A. Eligible for unemployment benefits under any unemployment compensation law, or
- B. On layoff, or
- C. On leave of absence, or
- D. Has quit his employment, or
- E. Has been discharged, or
- F. Upon retirement.

As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full time work.

**Section 9. Personal Time.** Employees covered by this Agreement shall be allowed up to 32 hours of personal time for leaves of absence with pay for each fiscal year. There shall be no accumulation or carryover of such leave time from one fiscal year to another. All requests for use of personal time shall be made a minimum of one (1) day in advance of the requested time off unless otherwise granted on shorter notice by a supervisor.

**Section 10. Grant Positions.** Any employee included in the unit which are there as a result of temporary State and/or Federal funded programs will be laid off or terminated if such funded programs are discontinued, as may be determined in the sole discretion of the Employer, notwithstanding any provision, seniority or otherwise, included in this Agreement; provided, however, that such action does not violate any applicable State and/or Federal funded program rules and regulations.

**Section 11. Severability.** Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

**Section 12. Waiver Clause.** It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered

only by mutual agreement in writing hereafter signed by the parties hereto. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 13. Work Force.** The Employer agrees that the present work force size (four full-time officers and a chief) shall be maintained as a minimum.

**Section 14. Unit Protection.** The Employer agrees that any increase in fringe benefits given to any other City employees during this Agreement shall be immediately extended to this unit.

**Section 15. Training.** The Employer will provide a minimum of forty (40) hours per year per employee of training. Training hours shall be paid on a straight time basis at the employee's hourly rate of pay. The Employer shall pay all reasonable fees and costs associated with approved training. Any training lasting three (3) days or longer will count as officer's duty time for that period. In no case shall the officer lose any regular pay as a result of attending training unless the officer agrees to such a loss in advance. Attendance at training shall not cause an officer to work his normal days off unless by mutual agreement of the officer or unless the overtime provisions apply.

Employee reimbursement for attendance at conferences or trainings, including registration fees, food, lodging, mileage, parking fees, will be in accordance with City Policy.

**Section 16. Pay Upon Promotions.** Commencing the first full pay period following the job advancement, the employee who is awarded the job shall be paid at the step in the pay range in the new classification that reflects an increase from his current rate of pay. The date of the job advancement shall be the employee's new anniversary date of hire for the purpose of step increases in the new pay grade.

**Section 17. Fitness for Duty.** In situations where the employee's physical or mental condition raises a reasonable question as to the employee's capacity to perform the job, the City may require an examination by a physician or psychologist chosen by the City at the City's expense. An employee who has been relieved of duty and required to take an examination shall be placed on administrative leave with pay and benefits until such time the employee is examined by a physician or psychologist. If the physician or psychologist deems it necessary for the employee to remain off duty, the employee will be required to take a leave of absence. If the employee disagrees with the City's determination and obtains a qualified opinion (at their own cost) that disagrees with the City's initial evaluation, the City will agree to a second evaluation by a physician or psychologist chosen by the City. The City and the employee shall split the cost of the City's second evaluation.

A leave of absence under this section shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits (and vacation benefits if elected by the employee). The leave will continue for the period of the employee's disability; provided, however, that an employee may not be on leave for a period of more than twelve (12) consecutive months. An employee returning from a leave of absence under this section must present a physician or psychologist's certificate, which is satisfactory to the City, indicating that the employee is physically or mentally able to return to work.

Disputes regarding fitness for duty shall not be subject to arbitration.

**ARTICLE 18. LONGEVITY**

**Section 1. Longevity.** Employees shall be paid longevity according to the following schedule and guidelines:

<u>Years</u>	<u>% of Salary</u>
1 - 4	0
5 - 9	2.0%
10 - 14	2.5%
15 - 19	3.0%
20 - 24	3.5%
25 +	4.0%

- A. Effective July 1, 2004, longevity checks shall not exceed one thousand two hundred dollars (\$1,200) per year.
- B. Longevity pay will be distributed in a single check, once a year, in the last payroll period in the month of November.
- C. Calculation of years of service will be based on service through December 31st of the year in which the longevity is paid.
- D. Employees who take a leave of absence, leave, or retire from employment during the calendar year, shall receive longevity pay prorated on the number of weeks worked in that partial year. In addition, for employees who take a leave of absence, the anniversary date of employment shall be extended by all leave of absence time for the purpose of computing years of service. In a rehiring situation, the rehiring date will be the date of record for calculating longevity.

**ARTICLE 19. DURATION AND TERMINATION DATES**

**Section 1. Duration.** This Agreement shall become effective on the date of signing or July 1, 2019, whichever date is later and continue in full force and effect until 11:59 PM on June 30, 2022. If either party desires to amend and/or terminate this Agreement, it shall give written

notice sixty (60) days prior to the above termination date. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union at 667 East Big Beaver, Suite 205, Troy, Michigan 48083 and to the Employer at 259 Kent Street, Portland, Michigan 48875, Attention: City Manager, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF PORTLAND

POLICE OFFICERS LABOR COUNCIL  
PORTLAND POLICE DEPARTMENT UNIT

By: \_\_\_\_\_  
James E. Barnes, Mayor

By: \_\_\_\_\_  
Chief Steward

By: \_\_\_\_\_  
Monique I. Miller, City Clerk

By : \_\_\_\_\_  
Alternate Steward

By: \_\_\_\_\_  
S. Tutt Gorman, City Manager

By: \_\_\_\_\_  
David Thomas, POLC Labor Representative

APPENDIX A

<b>Effective First Full Payroll Period After July 1, 2019</b>						
<b>Position</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
<b>Police Officer</b>	\$46,821	\$49,338	\$51,938	\$54,579	\$57,470	\$60,549
<b>Pay Grade 5</b>	\$22.51	\$23.72	\$24.97	\$26.24	\$27.63	\$29.11
<b>Sergeant</b>						
<b>Sergeant</b>	\$50,960	\$53,643	\$56,472	\$59,467	\$62,587	\$65,853
<b>Pay Grade 6</b>	\$24.50	\$25.79	\$27.15	\$28.59	\$30.09	\$31.66

<b>Effective First Full Payroll Period After July 1, 2020</b>						
<b>Position</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
<b>Police Officer</b>	\$47,882	\$50,440	\$53,102	\$55,806	\$58,760	\$61,901
<b>Pay Grade 5</b>	\$23.02	\$24.25	\$25.53	\$26.83	\$28.25	\$29.76
<b>Sergeant</b>						
<b>Sergeant</b>	\$52,125	\$54,850	\$57,741	\$60,819	\$63,981	\$67,330
<b>Pay Grade 6</b>	\$25.06	\$26.37	\$27.76	\$29.24	\$30.76	\$32.37

<b>Effective First Full Payroll Period After July 1, 2021</b>						
<b>Position</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
<b>Police Officer</b>	\$49,088	\$51,709	\$54,434	\$57,200	\$60,237	\$63,440
<b>Pay Grade 5</b>	\$23.60	\$24.86	\$26.17	\$27.50	\$28.96	\$30.50
<b>Sergeant</b>						
<b>Sergeant</b>	\$53,435	\$56,222	\$59,176	\$62,338	\$65,582	\$69,014
<b>Pay Grade 6</b>	\$25.69	\$27.03	\$28.45	\$29.97	\$31.53	\$33.18

APPENDIX C

UNION MEMBERSHIP and UNION DUES CHECK-OFF

POLICE OFFICERS LABOR COUNCIL  
CITY OF PORTLAND POLICE DEPARTMENT  
PORTLAND, MICHIGAN

I hereby agree to become a member of the Police Officers Labor Council (POLC), with all corresponding rights and responsibilities as laid out in the POLC Constitution and By-Laws. I understand that I may resign my membership in the POLC at any time by providing to POLC's Director written notice of my resignation. Such resignation will be effective immediately upon receipt by POLC of my written notification.

Furthermore, I hereby voluntarily request and authorize to be deducted from my wages earned while in your employ, a labor representation fee of \$\_\_\_\_\_ per month. I further authorize any increase in this deduction which is approved by the POLC or the local bargaining unit. If any additional deductions are to be made, it must be approved by the office of the POLC. The amount deducted for the labor fee shall be remitted each month to the Police Officers Labor Council, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083.

*Please Print:*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Job Title/Classification: \_\_\_\_\_

Date deduction is to begin (month/year): \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORTLAND

AND

CITY OF PORTLAND EMPLOYEES CHAPTER OF

GOVERNMENTAL EMPLOYEES LABOR COUNCIL



EFFECTIVE DATE: JULY 1, 2019

TERMINATION DATE: JUNE 30, 2022

(60-Day Reopener)

## TABLE OF CONTENTS

<b>Agreement</b> .....	1
<b>Purpose and Intent</b> .....	1
<b>Article 1: Recognition</b>	
Section 1.0 Collective Bargaining Unit .....	1
Section 1.1 Union Responsibilities.....	1
<b>Article 2: Right to Work</b>	
Section 2.0 Right to Work .....	2
Section 2.1 Check Off.....	3
Section 2.2 When Deductions Begin .....	4
<b>Article 3: Presentation</b>	
Section 3.0 Employee Committee.....	4
<b>Article 4: Management Rights</b>	
Section 4.0 Rights of the City.....	4
<b>Article 5: Special Conferences</b>	
Section 5.0 Special Conferences.....	5
<b>Article 6: Grievance Procedure</b>	
Section 6.0 Definition of Grievance .....	5
Section 6.1 Grievance Procedure .....	5
Section 6.2 Time Limitations.....	6
Section 6.3 Time Computation .....	6
Section 6.4 Grievance Form .....	6
Section 6.5 Lost Time .....	6
<b>Article 7: Arbitration</b>	
Section 7.0 Arbitration Request.....	7
Section 7.1 Selection of Arbitrator .....	7
Section 7.2 Arbitrator’s Powers.....	7
Section 7.3 Arbitration Attendance.....	8
<b>Article 8: Discharge or Discipline</b>	
Section 8.0 Discharge or Suspension.....	8
Section 8.1 Acknowledge Discipline.....	8
Section 8.2 Appeal of Discharge or Suspension.....	9
Section 8.3 Disciplinary Procedures .....	9
Section 8.4 Employment Application.....	9
<b>Article 9: Work Stoppages</b>	
Section 9.0 No Strike Pledge .....	9
Section 9.1 Violation of No Strike Pledge.....	9
<b>Article 10: Seniority</b>	
Section 10.0 Seniority Definition .....	10
Section 10.1 Probationary Period .....	10
Section 10.2 Seniority List.....	10
Section 10.3 Super-Seniority .....	10
Section 10.4 Loss of Seniority .....	11
Section 10.5 Temporary Transfers.....	11
Section 10.6 Permanent Transfers and Promotions .....	11

Section 10.7 Seniority Employees Transferred Outside the Bargaining Unit .....	12
Section 10.8 Temporary Employees .....	12
Section 10.9 Layoff.....	13
Section 10.10 Recall .....	14
Section 10.11 Recall Procedure .....	14
<b>Article 11: Hours of Work</b>	
Section 11.0 Hours Definition .....	15
Section 11.1 Normal Workday .....	15
Section 11.2 Normal Workweek.....	15
Section 11.3 Overtime Premium.....	15
Section 11.4 Paid Time .....	15
Section 11.5 Shift Scheduling.....	15
Section 11.6 Break .....	16
Section 11.7 Overtime .....	16
Section 11.8 Call-in Pay .....	16
Section 11.9 Pyramiding.....	16
<b>Article 12: Leaves of Absence</b>	
Section 12.0 Military Service Leave.....	16
Section 12.1 Personal Business Leave.....	17
Section 12.2 Extended Sick Leave.....	17
Section 12.3 Union Business Leave.....	17
Section 12.4 Paid Sick Leave.....	17
Section 12.5 Personal Leave Days.....	18
Section 12.6 Funeral Leave.....	19
Section 12.7 Jury Duty.....	19
<b>Article 13: Holidays</b>	
Section 13.0 Holiday Pay.....	20
Section 13.1 Holiday Eligibility .....	20
Section 13.2 Weekend Holidays .....	20
Section 13.3 Holiday Work.....	20
Section 13.4 Holiday Pay During Layoff or Leave of Absence .....	20
Section 13.5 Holiday During Vacation .....	20
<b>Article 14: Vacations</b>	
Section 14.0 Vacations.....	21
Section 14.1 Vacation Accumulation .....	21
Section 14.2 Computation.....	21
Section 14.3 Scheduling.....	21
Section 14.4 Payments .....	22
<b>Article 15: Insurance and Pension</b>	
Section 15.0 Health Insurance .....	22
Section 15.1 Employee Health Care Contributions and Payment in Lieu of Insurance .....	22
Section 15.2 Re-Opener .....	22
Section 15.3 Retiree Healthcare.....	23
Section 15.4 Term Life Insurance.....	23
Section 15.5 Pension.....	23

Section 15.6 Unemployment Compensation.....	24
Section 15.7 Long Term Disability.....	24
<b>Article 16: Classification and Rates</b>	
Section 16.0 Wages.....	24
Section 16.1 Starting Rates for New Employees .....	26
Section 16.2 New Classification.....	26
Section 16.3 Standby Pay for Electric Crew, DPW and Wastewater Employees .	26
Section 16.4 Mutual Aid – Storm/Emergency Response Pay.....	27
<b>Article 17: Miscellaneous</b>	
Section 17.0 Captions .....	27
Section 17.1 Gender.....	27
Section 17.2 Change in Personal Status.....	27
Section 17.3 Separation-Voluntary Termination .....	27
Section 17.4 Successor to City.....	27
Section 17.5 Supervisory Employees .....	28
Section 17.6 Contracting and Subcontracting.....	28
Section 17.7 Work Rules .....	28
Section 17.8 Union Bulletin Boards .....	28
Section 17.9 Supplemental Agreements .....	28
Section 17.10 Medical Dispute Resolution.....	29
Section 17.11 Non-Bargaining Unit Employees.....	29
Section 17.12 Uniforms .....	29
<b>Article 18: CDL License</b>	
Section 18.0 CDL.....	29
<b>Article 19: Longevity Plan</b>	
Section 19.0 Longevity .....	30
<b>Article 20: Re-Opener to Bargain for Equal Benefits</b>	
Section 20.0 Equal Benefits.....	30
<b>Article 21: Drug Free Workplace</b>	
Section 21.0 Drug Free Workplace.....	30
<b>Article 22: Assignment of Overtime</b>	
Section 22.0 Assignment of Overtime .....	31
<b>Article 23: Waiver</b>	
Section 23.0 Waiver.....	31
<b>Article 24: Terms of Agreement</b>	
Section 24.0 Duration .....	32
<b>Signature Page</b>	32
<b>Appendix A</b>	Health, Dental & Vision Plan Description(s)

## **AGREEMENT**

This agreement entered into on the \_\_\_\_\_ day of June, 2019 between the CITY OF PORTLAND, hereinafter referred to as the “CITY” or “EMPLOYER”, and the City of Portland Employees Chapter of the Governmental Employees Labor Council, hereinafter referred to as the “UNION.”

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the representatives at all levels and among all employees.

### **ARTICLE 1: RECOGNITION**

#### **Section 1.0 Collective Bargaining Unit.**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.

All employees of the City employed in the Wastewater Treatment Plant Department, Electrical Departments, and all employees of the Department of Public Works and Parks and Cemetery Departments, BUT EXCLUDING all employees in the Police Department, office clerical or the City, Fire Department, Ambulance Department, and Supervisors as determined by the Council.

#### **Section 1.1 Union Responsibilities.**

The union agrees that its members will perform efficient service and use its best efforts to protect property and interests of the Employer and will cooperate with the Employer in performance of their duties.

## ARTICLE 2: RIGHT TO WORK

### **Section 2.0 Right to Work.**

- a. As used in this section, "labor organization" means any agency, union, employee representation committee, or organization of any kind that exists for the purpose, in whole or in part, of dealing with employers concerning wages, rates of pay, hours of work, other conditions of employment, or other forms of compensation.
- b. No person shall be required as a condition of obtaining or continuing employment to:
  - 1. Resign or refrain from membership in, voluntary affiliation with, or voluntary financial support of, a labor organization.
  - 2. Become or remain a member of a labor organization.
  - 3. Pay any dues, fees, assessments, or other charges of any kind or amount, or provide anything else of value, to a labor organization.
  - 4. Pay to any charity or other third party an amount equivalent to, or a portion of, dues, fees, assessments, or other charges required of members of a labor organization.
- c. Any agreement, contract, understanding, or practice between a labor organization and an employer that violates this section is unlawful and unenforceable. This section will apply only to those agreements, contracts, understandings or practices that take force or are extended or renewed after this section takes effect.
- d. Any person who suffers an injury or a threatened injury under this section may bring a civil action for damages, injunctive relief, or both. In addition, the court shall award a prevailing plaintiff costs and reasonable attorney fees.
- e. This section shall be self-executing. If any part or parts of this section are found to be in conflict with the United States Constitution or federal law, or the Michigan Constitution, the section shall be implemented to the maximum extent that the United States Constitution, federal law, and the Michigan Constitution permit. Any provision held invalid or inoperative shall be severable from the remaining portions of this section

## **Section 2.1 Check off.**

During the life of this Agreement, the Employer will deduct current uniform dues levied in accordance with the constitution and bylaws of the Local Union, provided that at the time of such deduction there is in the possession of the Employer a current written authorization signed by the employee in the form and according to the terms of the authorization form for dues deduction form to be supplied by Union. Employee authorizations for payroll deductions are made on a voluntary basis and employees may revoke them, in writing, at any time.

- a. Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.
- b. The Employer will deduct current union dues from the pay of employees on the first (1<sup>st</sup>) pay period of each calendar month.
- c. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- d. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for purpose of complying with any of the provisions of this Section.
- e. All sums deducted by the Employer shall be remitted to the GELC, with an alphabetical list of names and addresses of employees from whom dues have been deducted not later than ten (10) days following the date on which such deductions were made.
- f. In the event the Union requests that the Employer deducts monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Local Union's constitution.
- g. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made.
- h. The Union agrees that at no time will it solicit or collect monies of any kind on Employer time.

**Section 2.2 When Deductions Begin.**

Check off deductions under all properly executed Authorization for Check off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted once each month commencing with the month the card is submitted.

**ARTICLE 3: REPRESENTATION**

**Section 3.0 Employee Committee.**

- a. The employees covered by this Agreement will be represented by an Employee committee of two (2) such employees, one (1) of whom shall be designated by the Union as Chairperson of the Unit.
- b. Each member of the Employee Committee shall also serve as the steward for one (1) or more of the City Departments, provided, however that there shall be no more than one (1) steward from any one (1) department.
- c. The Union shall keep the City Manager advised, in writing, of the members, and only such duly certified employees shall be recognized by the City.

**ARTICLE 4: MANAGEMENT RIGHTS**

**Section 4.0 Rights of the City.**

The City reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past, to study and use improved methods and equipment, and all respects to carry out the ordinary and customary functions of management; the determination of policies, operations, assignments, schedules, discipline, layoff of employees, contracting of work purchasing equipment, maintaining of equipment, etc., for the orderly and efficient operations of the City, provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.

## **ARTICLE 5: SPECIAL CONFERENCES**

### **Section 5.0 Special Conferences.**

Special conferences for important matters, including safety, will be arranged between the Chapter Chairperson and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between representatives of the Employer and the two (2) employee representatives of the Local Chapter. Arrangements for such special conferences and an agenda of the important matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the City Council and/or a representative of the Council. The two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

### **Section 6.0 Definition of Grievance.**

A grievance shall mean a complaint filed by an employee or the Union concerning the application or interpretation of this Agreement as written. A written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or Union with respect to those provisions, indicate the relief requested, and be signed by the employee affected or the steward in the grievance is filed by the Union. A written grievance need not be processed if it fails in any of the foregoing respects.

### **Section 6.1 Grievance Procedure.**

All grievances shall be processed in the following manner:

- a. **Step 1. Verbal Procedure.** Within five (5) days after an employee knows or should have known of the events giving rise to the grievance, the employee and his steward shall discuss the matter with the immediate supervisor. The immediate supervisor shall give an answer to the Union within two (2) working days of the discussion. Every effort shall be made to satisfactorily resolve the grievance in this manner.
  
- b. **Step 2. Written Procedure.** If the complaint is not satisfactorily settled in Step 1, it shall be reduced to a written grievance. The written grievance shall be submitted to the employee's immediate supervisor within three (3) days after the Employer's answer in step 1. Within five (5) days after the

written grievance has been so submitted, a meeting shall be held between the employee, the steward, and the employee's immediate supervisor. The employee's immediate supervisor shall give his answer in writing to the employee or steward within three (3) days following the meeting.

- c. **Step 3. Appeals.** If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the City Manager within five (5) days following receipt of the Employer's Step 2 answer. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the City Manager and the Bargaining Committee. Either party may have non-employee representatives present if desired. If the meeting cannot be held within the ten (10) days period, it shall be scheduled for a date mutually convenient to the parties. The City Manager shall respond in writing within ten (10) days after the meeting.

### **Section 6.2 Time Limitations.**

The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered withdrawn. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

### **Section 6.3 Time Computation.**

Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

### **Section 6.4 Grievance Form.**

The grievance form shall be supplied by the Union.

### **Section 6.5 Lost Time.**

For working time necessarily spent in investigating a grievance which an employee has already submitted to the Grievance Procedure above provided or in discussing such a grievance with a representative (or representatives) of the City, a steward (in his capacity as such or as a member of the Employee Committee) shall be paid at his regular straight time rate for those straight time hours during which he would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representatives leave his work for such purposes before first notifying his supervisor and turning in his work over to a replacement who shall be provided by the supervisor as promptly as is practical under the circumstances.

## **ARTICLE 7: ARBITRATION**

### **Section 7.0 Arbitration Request.**

The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within twenty (20) days following receipt of the Employer's answer in Step 3 of the Grievance Procedure. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

### **Section 7.1 Selection of Arbitrator.**

Any grievance which is arbitrable may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of arbitrators from Michigan obtained from the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and the expenses of the arbitrator shall be shared equally by the Employer and the Union.

### **Section 7.2 Arbitrator's Powers.**

- a. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to determine any dispute involving the exercise of any of the Employer's inherent rights unless it is determined they are specifically limited by the expressed terms of this Agreement. If the issue of arbitrativeness is raised, the arbitrator shall only decide the merits of the grievance if arbitrativeness is affirmatively decided. The arbitrator shall hear both issues at the same time. The arbitrator's decision shall be final and binding upon the Union, the Employer, and the employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in the Agreement.
- b. The parties acknowledge that 2011 PA 54 applies to the 2013-2016 Collective Bargaining Agreement between the parties. Specifically, Sec. 15b, which provides:
  - (1) Except as otherwise provided in this section, after the expiration date of a collective bargaining agreement and until a successor collective bargaining agreement is in place, a public employer shall pay and provide wages and benefits at levels and amounts that are no greater than those in effect on the expiration date of the collective bargaining agreement. The prohibition in this subsection includes increases that would result from wage step increases. Employees who receive health, dental, vision, prescription, or other insurance benefits under a collective bargaining agreement shall bear any increased cost

of maintaining those benefits that occurs after the expiration date. The public employer is authorized to make payroll deductions necessary to pay the increased costs of maintaining those benefits.

(2) Except as provided in subsection (3), the parties to a collective bargaining agreement shall not agree to, and an arbitration panel shall not order, any retroactive wage or benefit levels or amounts that are greater than those in effect on the expiration date of the collective bargaining agreement.

(3) For a collective bargaining agreement that expired before the effective date of this section, the requirements of this section apply to limit wages and benefits to the levels and amounts in effect on the effective date of this section.

### **Section 7.3 Arbitration Attendance.**

Each party shall bear the full cost of the expenses of its own witnesses and representatives including pay for all time lost during an employee's regularly scheduled shift. Any employee called as a witness, whether by the Employer or the Union shall be excused from the arbitration hearing after his testimony is completed.

## **ARTICLE 8: DISCHARGE OR DISCIPLINE**

### **Section 8.0 Discharge or Suspension.**

When an employee is to be discharged or given disciplinary time off by the Employer, the employee, if he or she so requests, may have his steward present. The steward will be permitted to counsel with the employee before the employee is required to leave the City's premises.

The City agrees disciplinary time off or discharge notices will be in writing with a copy provided to the employee, a Union steward if in attendance, and a copy placed in the employee's personnel file. The written notice of discipline shall state the nature of the offense and the disciplinary action taken.

Employees shall continue to receive their regular pay for the hours that they would otherwise be scheduled to work unless such suspension becomes disciplinary time off.

### **Section 8.1 Acknowledge Discipline.**

The employee will be required to acknowledge receipt of written warnings and reprimands or forfeit his right to the Grievance procedure except that the employee may request the presence of the steward prior to signing. It shall clearly indicate that the employee's signature does not mean that he agrees to the charges or penalties.

### **Section 8.2 Appeal of Discharge or Suspension.**

Should the discharged or suspended employee or the steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the Grievance Procedure within two (2) regularly scheduled working days of the discharge or suspension. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

### **Section 8.3 Disciplinary Procedures.**

Disciplinary action taken against an employee with seniority shall be for just cause. When imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than four (4) years prior to the incident giving rise to the current discipline

### **Section 8.4 Employment Application.**

The Employer reserves the right of dismissal upon finding omission of falsification of fact on the employment application.

## **ARTICLE 9: WORK STOPPAGES**

### **Section 9.0 No Strike Pledge.**

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit downs, slow downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer.

### **Section 9.1 Violation of No Strike Pledge.**

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or exercise of any legal right or remedy against the Union in a court of competent jurisdiction. Cancellation of this Agreement by Employer is an additional remedy available to it.

## **ARTICLE 10: SENIORITY**

### **Section 10.0 Seniority Definition.**

Seniority shall be defined as the length of the employee's continuous service with the City of Portland commencing from his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

### **Section 10.1 Probationary Period.**

- a. All new employees shall be considered probationary employees for a period of ninety (90) days after which time their seniority shall be as of their last date of hire. If the employee is absent in excess of three (3) working days during the ninety (90) day period, his probationary period shall be extended for a like amount of days. Until an employee has completed his probationary period, he may be laid off, disciplined, or terminated at the City's discretion without regard to this Agreement and without recourse to the Grievance and Arbitration Procedures. The Employer agrees to provide the Union with reasons for the termination of any probationary employee for information purposes.
- b. If an employee who is laid off during his probationary period is returned to work by the City and works at least one (1) calendar month, he shall be credited with such period of work towards completion of his probationary period. If he so completes a total of three (3) months of work within a one (1) year period, he shall be deemed to have completed his probationary period.

### **Section 10.2 Seniority List.**

The employer shall maintain a roster of employees covered by this Agreement showing name, job classification, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Union every six (6) months upon request.

### **Section 10.3 Super-Seniority.**

For purposes of layoff and recall only, the recognized Union representatives shall head the seniority list during the time they hold such representative status. It is expressly understood, however, that the employees covered by this Section must be able to perform the remaining work. The provisions of this Section shall not apply to laid off employees who are selected or elected as Union representatives.

#### **Section 10.4 Loss of Seniority.**

An employee shall lose his seniority and his employment relationship shall end for any of the following reasons:

- a. He is discharged and the discharge is not reversed through the Grievance and Arbitration Procedures;
- b. He retires;
- c. He quits;
- d. He is on layoff status for a period of two (2) years or his seniority, whichever is less;
- e. He accepts employment elsewhere while on a leave of absence or is self-employed for the purpose of making a profit during a leave of absence;
- f. He is absent from work for three (3) consecutive work days unless a reason for such failure, satisfactory to the Employer, is presented.
- g. He provides false or misleading information on any report, during an investigation, or while acting in his capacity as an employee.
- h. He received a settlement for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

#### **Section 10.5 Temporary Transfers.**

With prior notification to the Union, temporary transfers for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee, where practical, who meets the requirements for such job. Such employees will receive the ninety (90) day rate of pay of the higher classification for all hours worked while filling such vacancies.

#### **Section 10.6 Permanent Transfers and Promotions.**

- a. Permanent transfers and promotions within the bargaining unit will be made on the basis of seniority and qualifications. When as between two (2) or more individuals who are relatively equal in present ability to perform the job available, the most senior employee will be given the job. Job vacancies will be posted for a period of five (5) calendar days setting forth the minimum requirements for the position on all Union bulletin boards. Employees interested shall apply in writing within the five (5)

calendar day posting period. The employee given the job shall be granted fifteen (15) day trial period, with additional time by mutual agreement, to determine;

- (1) His desire to remain on the job.
- (2) His ability to perform the job.

In the event the senior applicant is denied the position, reasons for the denial shall be given in writing to such employee's chief steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

- b. During the fifteen (15) day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, he may be returned to his former classification and notice and reason shall be submitted to the union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for Step 2 of the Grievance Procedure.
- c. If an employee bids on a new classification and the employee exceeds the maximum years of service, his rate of pay will be one step lower than the maximum in the new classification with the corresponding years of service. After one (1) year of service in the new classification, the employee will receive the maximum in that classification.

If an employee bids on a new classification and he does not exceed the maximum years of service, he will go to the corresponding step within the new classification.

All new employees will follow the Annual Salary Table.

### **Section 10.7 Seniority Employees Transferred Outside the Bargaining Unit.**

If an employee transfers to a position with the City which is not included in the unit covered hereby and he thereafter within twelve (12) months transfers again to a position within such unit, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in the Agreement.

### **Section 10.8 Temporary Employees.**

Temporary employees, commonly called summer help, will not be covered by, not subject to, any provision in this entire Agreement. The City agrees not to abuse the right to hire temporary employees. They shall not be used to replace or take work which can be

performed by the bargaining unit. They shall be used primarily for summer help or in the case of emergency.

The City may use temporary employees to cut grass anywhere in the city or prepare ball fields at any time or day of the week. Temporary employees may also be used for funerals during the week. Temporary workers may be used for funerals on weekends if none of the employees in the floater classification are available. If the City is going to pay someone overtime it will offer that overtime opportunity to the employees in the floater classification before offering overtime to a temporary employee. City agrees to not reduce the number of full-time floater positions, currently 3, in consideration of its ability to use temporary workers as set forth above.

### **Section 10.9 Layoff.**

Whenever it becomes necessary to lay off any employees, the following procedure shall be used:

- a. The City shall notify the Chapter Chairman and the employees affected seven (7) calendar days in advance of the layoff.
- b. The employee in the classification affected with the least seniority will be laid off first and so on, within the classification affected, providing the remaining employees in the classification have the skill and ability to do the required work.
- c. Employees laid off from their classification may exercise seniority to displace the least senior employee in any equal or lower job classification for which the laid off employee has the skill and ability to do the work satisfactorily with normal supervision, but without any additional training. Employees must exercise their bumping rights within three (3) days of the date of layoff.
- d. Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity workmanship or efficiency of an average operator on that type of work within his or her first three (3) working days on the new job.
- e. Seniority does not continue to accumulate during the time an employee is laid off. Seniority is frozen as of the date of the layoff, and it recommences upon the recall of an employee to active employment.
- f. Laid-off employees may continue their hospital benefits as long as they have sick or vacation time that can be credited to the monthly payment for said coverage as approved by the insurance carrier.

In addition, laid-off employees may pay their own expenses for medical coverage with the insurance carrier's approval.

**Section 10.10 Recall.**

When the work force is increased after a layoff, the following procedure will be followed: If an increase in a job classification is necessary, recall of laid off employees from that classification will be made necessary, recall of laid off employees from that classification will be made in order of seniority; the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another equal or lower-rated job classification in lieu of layoff.

**Section 10.11 Recall Procedure.**

When employees laid off are to be recalled, the following method will be used by the City:

- a. The employee or his spouse will be called by telephone or notified in person of his recall and the date on which he is to return to work.
- b. If an employee cannot be contacted personally under subsection (a) above, the City will send a certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.
- c. Any employee notified in accordance with subsections (a) and (b) above who fails to report for work within the time limits set forth in Section 10.4 of the contract shall be considered to have quit.
- d. If the date given in the recall notice is a date beyond the end of the three (3) working day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.
- e. It is the employee's responsibility to maintain his correct address and telephone number on file with the City Manager, and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address, and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

## **ARTICLE 11: HOURS OF WORK**

### **Section 11.0 Hours Definition.**

This Section defines the normal hours of work. Employees shall be paid for all hours they are required by management to remain on the job.

### **Section 11.1 Normal Workday.**

The normal workday shall be eight (8) hours of work. Generating Plant employees shall be allowed to eat lunch during their eight (8) hour shift. All other employees shall have a non-paid lunch period.

### **Section 11.2 Normal Workweek.**

The work period for all employees shall consist of eighty hours (80) over fourteen (14) consecutive days. The normal work schedule will consist of five (5) consecutive workdays, Monday through Friday, and two (2) consecutive rest days. The parties agree that whenever possible, the schedule will be on the basis of this normal workweek. For the purpose of overtime pay compensation the workweek shall be defined to begin Tuesday 12:01 a.m. of each week and end the following Monday night at midnight.

### **Section 11.3 Overtime Premium.**

For all employees, time and one-half (1 ½) the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any regularly scheduled workday or in excess of forty (40) hours in any one (1) workweek.

### **Section 11.4 Paid Time.**

Paid holidays, paid sick days, and paid vacation days falling on a regular workday, Monday through Friday, and not worked shall be counted as time worked for overtime purposes in that week.

### **Section 11.5 Shift Scheduling.**

The City reserves the right to establish shift starting and quitting times. The Union will be notified in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the City Manager. The Employer shall give one (1) week notice prior to any change, except for snow removal and generation plant responsibilities.

### **Section 11.6 Break.**

Employees may take a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or the first (1<sup>st</sup>) half and second (2<sup>nd</sup>) half of their regular shifts, whichever may apply.

### **Section 11.7 Overtime.**

All employees shall be required to work a reasonable amount of overtime when requested by their supervisor. Non-emergency overtime will be scheduled with as much advance notice as possible. Employees at work on a job will normally perform the overtime work of that job. In assigning overtime work, the supervisor will attempt to have the work performed by those who volunteer to do so. Voluntary overtime hours will be divided as equally as practical among the employees in the classification affected, provided they have the skill and ability to do the overtime work. Questions regarding distribution of voluntary overtime will be discussed between the supervisor and steward as they arise, and the remedy shall be limited to balancing. In the event there is an insufficient number of qualified volunteers, the supervisor will assign the overtime work to the least senior employee(s) in the classification affected who have the skill and ability to do the overtime work.

### **Section 11.8 Call-in Pay**

Employees called in to work prior to their regular shift for unscheduled overtime will receive a minimum of three (3) hours of pay at the rate of time and one-half (1 ½), unless the call-in occurs one (1) hour or less prior to an employee's regular hours of work. In this event, time and one half (1 1/2) will be paid only for actual hours worked prior to the start of the employee's regular work day.

### **Section 11.9 Pyramiding.**

Overtime and callback shall not be pyramided for any hour of work.

## **ARTICLE 12: LEAVES OF ABSENCE**

### **Section 12.0 Military Service Leave.**

The City and the Union agree that the matter of leave of absence for an employee during the period of his military leave shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service. (Employees in reserve status do not have to comply with notice in cases of emergency call-up.)

### **Section 12.1 Personal Business Leave.**

- a. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month for personal reasons of persuasive nature, which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave is granted, seniority shall be retained and accumulated during the period of leave.
- b. Extension of personal business leave of absence may be granted, in the discretion of the City, for a further period or periods to a total period not to exceed three (3) calendar months. During such extension or extensions, seniority shall be retained, but it shall be accumulated upon.

### **Section 12.2 Extended Sick Leave.**

- a. An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period up to one (1) year. Sick leave, and any extensions thereof, may be granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of a sick leave of absence.
- b. An employee applying for or returning from sick leave of absence may be required by the City to furnish a physician's statement as to his condition.

### **Section 12.3 Union Business Leave.**

- a. An employee covered hereby who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which required a leave of absence, shall be granted a leave of absence up to one (1) year.
- b. One (1) member of the Union elected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. Such leave shall not exceed two (2) calendar weeks in duration.
- c. A request for Union business leave of absence shall be in writing, shall be submitted by the Chapter Chairperson of the local unit, shall be submitted to the City Manager two (2) weeks before the leave if leave exceeds one (1) day, and shall state the general purpose for which the Union business leave is requested.

### **Section 12.4 Paid Sick Leave.**

- a. All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with unlimited accumulation. An employee while on sick leave will be deemed to be on

continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. If at any time during the year (year being July to July) the employee accumulates ninety (90) sick leave days, that employee will be given four (4) additional vacation days with pay. Also, when an employee has accumulated one hundred twenty (120) days' sick leave, that employee will be given an additional four (4) days vacation with pay.

- b. Employees shall furnish upon request satisfactory evidence of illness where sick leave absences exceed three (3) consecutive working days. Satisfactory evidence of illness may be required by the City for each absence, regardless of duration, if the City has reason to believe the employee is abusing sick leave privileges. Falsification of a medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline.
- c. An employee eligible for sick leave with pay must use such leave for the following.
  - (1) Absence due to illness in the employee's immediate family is limited to husbands, wives, children, and parents.
  - (2) Absence to act as pallbearers.
- d. Only the sick leave record kept by the City office shall be considered official. Those records may be reviewed by the employees and any question as to the accuracy of this record shall be subject to the Grievance Procedure. All Sick Leave must be requested in writing to the Department Head who will deliver said request to the City Office so the official record can be updated.
- e. The City agrees that each employee shall be allowed the option of cashing in one half of their unused sick leave each year provided that employee must have a minimum of fifty (50) sick leave days accumulated before they will be allowed to cash in sick days.
- f. For illnesses that extend more than thirty (30) days, an Employee may apply for long-term disability.
- g. Fringe benefits will be paid by the City for any leave duration, as long as the employee is paid by long-term disability, worker's compensation, and/or accrued leave.

### **Section 12.5 Personal Leave Days.**

Each employee covered by this Agreement will be granted four (4) personal leave days per year with pay, not to be deducted from sick leave or vacation leave, which may be used by the employee as the employee sees fit. Employees must submit a request to the

Employer at least one (1) day in advance of the requested time off unless such advance notice is excused by the Employer.

An employee may, at his/her option, convert up to one (1) week of vacation to personal leave, if and when personal leave (above) is exhausted.

**Section 12.6 Funeral Leave.**

- a. Employees will be allowed at their request up to five (5) workdays per occasion with pay as funeral or bereavement leave, not to be deducted from sick leave or vacation leave, for the death of a member of the immediate family. Immediate family is defined as being: spouse, child, parent, brother, sister, grandchild, grandparents, or a dependent, in-laws, or other persons in the employee's household for whom financial care is the employee's principal responsibility.
- b. At his request, an employee shall be allowed one (1) workday per year with pay as funeral leave, not to be deducted from sick leave or vacation leave, for the death of a relative not mentioned above or a close friend or fellow employee.

**Section 12.7 Jury Duty.**

Employees summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day an employee serves as juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate for eight (8) hours and the amount he receives from the Court. In order to receive jury duty pay, an employee must: (1) give the Employer advance notice of the time he is to report for jury duty; (2) give satisfactory evidence he served as a juror at the summons of the court on the day he claims such pay; and (3) return to work promptly if, after he is summoned by the court, he is excused from service.

**ARTICLE 13: HOLIDAYS**

**Section 13.0 Holiday Pay.**

Subject to the conditions hereinafter set forth, the City agrees to pay to its employees eight (8) hours pay at their hourly rate then in effect for the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. One (1) day each year to be agreed upon between the Employer and Union.

The employee's birthday shall be established as a holiday. However, the employee must take the day off, unless because of emergency he is required to work. If requested to work, he will be paid his regular pay plus eight (8) hours for his birthday. In addition,

employees shall receive the three (3) workdays following Christmas. If an employee is required to work any of the three (3) workdays following Christmas, he will receive another day off at the rate of time and one-half (1 ½). Such day shall be taken at the employee's discretion prior to the end of the fiscal year in which the time was earned. If an employee is required to work beyond his regular scheduled shift on any of the three (3) workdays following Christmas, he shall receive pay in accordance with Section 13.3.

### **Section 13.1 Holiday Eligibility.**

In order to qualify for holiday pay, an employee must have worked their last scheduled work day immediately preceding and the next scheduled work day immediately following the holiday unless on an approved paid day off on such days.

In the event of tardiness of no more than thirty (30) minutes on either scheduled workday preceding the holiday or following the holiday, the City must permit the employee to collect his holiday pay, provided the employee can establish a reason satisfactory to the City for such tardiness.

### **Section 13.2 Weekend Holidays.**

When a holiday falls on a Sunday, Monday shall be considered the holiday for the purpose of this provision. When a holiday falls on a Saturday, Friday shall be considered the holiday. Employees who are regularly scheduled to work on holidays shall receive (8) hours pay if a holiday falls during one of their scheduled days off. Such eight (8) hours shall not be used for the purpose of computing overtime.

### **Section 13.3 Holiday Work.**

If an employee works on any holiday, he shall receive time and one-half (1 ½) his regular hourly rate for the number of hours worked, plus holiday pay only. If an employee is rescheduled to work on the holiday but fails to report for work, he shall forfeit his holiday pay unless he can substantiate by a doctor's certificate if requested by the City that he was ill.

### **Section 13.4 Holiday Pay During Layoff or Leave of Absence.**

Employees on layoff or on leave of absence are not eligible to receive holiday pay except as provided in Section 13.1.

### **Section 13.5 Holiday During Vacation.**

If such a holiday falls within an employee's scheduled vacation period and the employee would have been eligible for holiday pay for that holiday but for the vacation, the employee shall receive the holiday pay for that holiday in addition to his vacation pay.

**ARTICLE 14: VACATIONS**

**Section 14.0 Vacations.**

All employees will be granted vacation in accordance with the following schedule:

<b>Years</b>	<b>Vacation Hours</b>
1 year up to 5 years	80 hours
5 years up to 10 years	120 hours
10 years up to 15 years	160 hours
For those hired prior to September 1 1998	
15 plus years	200 hours

Vacation time shall be earned on a yearly basis and may be used as soon as it is earned. Vacation time may be taken in no less than one half (1/2) hour periods and any lessor amount of actual time off will be considered as one half (1/2) hour. If vacation is to be used in increments greater than one (1) day, the employee shall give the City at least three (3) days advance notice.

**Section 14.1 Vacation Accumulation.**

Employees are encouraged to take annual vacations. An employee may accumulate up to eighty (80) hours vacation, provided the employee must take at least forty (40) vacation hours each year. Employees will be paid for all accumulated vacation hours in excess of eighty (80) hours at their current salary rate in the first pay period beginning on or after their anniversary date of hire. Such determination will be made prior to crediting new earned vacation.

Employees separated from the City shall be paid their normal salary rate for their earned but unused vacation except that employees separated during their first (1<sup>st</sup>) year of employment will not be entitled to any vacation pay. Employees effectively terminated for gross misconduct shall not be paid any earned vacation time.

(Gross misconduct refers to behavior that is so severe that it may result in immediate dismissal, such as being intoxicated or illegal drug use while on duty, stealing, sexual harassment, workplace violence, etc.)

**Section 14.2 Computation.**

Vacation pay shall be computed at the employee's present rate of pay and a full day of vacation shall be paid for at the rate of eight (8) hours of pay.

**Section 14.3 Scheduling.**

To the extent possible considering the City requirements, the City agrees to provide vacation time off at the time most suitable to the employees involved. It is not possible to

give all employees their choice of vacations. Vacation scheduling will be “first come first served” selection, in order of seniority. Requests may be submitted throughout the year and must be answered with approval or denial within thirty (30) days of submission. Once approved, vacation leave may not be rescinded except for emergency situations.

#### **Section 14.4 Payments.**

An employee who schedules a vacation will be given his vacation pay with the paycheck he receives immediately preceding his vacation providing he so notifies the employer three (3) weeks in advance in writing.

### **ARTICLE 15: INSURANCE AND PENSION**

#### **Section 15.0 Health Insurance.**

The City agrees to provide a Health Care Plan that includes Hospitalization, Dental, and Vision coverage. The Plan descriptions and summaries are attached to this Agreement as Appendix “A”.

#### **Section 15.1 Employee Health Care Contributions and Payment in Lieu of Insurance**

All employees that are eligible for and opt for insurance coverage through the City will contribute twenty percent (20%) as premium sharing for health insurance, including hospitalization, dental, vision, health savings accounts, health reimbursement arrangements, and applicable claims tax.

The City will advance the covered employees’ share of their health savings account so that accounts are one hundred percent (100%) funded in January. The City will recover the amounts advanced by withholding the amount advanced divided by the number of pay periods between January 1<sup>st</sup> and June 30<sup>th</sup>.

The premium sharing percentages above will apply to any increases in Health Savings Accounts or Health Reimbursement Arrangements (e.g. the Employer will only contribute or reimburse its share based on these percentages).

The City will pay one thousand two hundred dollars (\$1,200.00) per year in lieu of health insurance to employees hired prior to July 1, 2013 so long as the employee can show they have health insurance coverage from another source. There is no payment in lieu of health insurance benefit for employees hired after July 1, 2013 who opt out.

#### **Section 15.2 Re-opener**

Both parties mutually agree to re-open the contract for discussions on health care issues at either party's request.

### **Section 15.3 Retiree Health Care**

The City agrees to provide hospitalization insurance for future retirees, until they reach the age of 65, or are eligible for Medicare, whichever is first based on the following formula: Employer will pay for one twenty-fifth (1/25) of the employer's share of the monthly premium hospitalization premium for each year of service. Eligible retirees shall contribute to the Health Insurance Premium at the same rate that active employees of the bargaining unit contribute.

Employees who have reached age fifty-five (55) and who are receiving MERS retirement funds will be given an extension to COBRA of eighteen (18) months up to forty-two (42) months for a total of sixty (60) months under the COBRA statutes.

Retirees shall not be eligible to collect hospitalization insurance unless they are receiving MERS retirement funds, have attained the age fifty-five (55), and have at least ten (10) years of service at the time of retirement from City employment. Employees who retire prior to age fifty-five (55) are not eligible for this benefit until they attain the age of fifty-five (55). Employees who separate service from the City and have deferred vested status with MERS are not eligible for retiree health care benefits. Should the retiree accept a position which would qualify him for medical benefits at another place of employment, the retiree will forfeit eligibility for the City's retiree medical plan, while employed with said employer.

Employees hired on or after July 1, 2013, are not eligible for the retiree health care described above and must contribute three percent (3%) of wages into a Health Care Savings Plan (HCSP).

### **Section 15.4 Term Life Insurance.**

The Employer agrees to pay the cost of fifty thousand dollars (\$50,000.00) of term life insurance and fifty thousand dollars (\$50,000.00) of Accidental Death and Dismemberment insurance for full time employees. The Employer agrees to pay the cost of five thousand dollars (\$5,000.00) for term life insurance for retirees, who are drawing MERS retirement. Within thirty (30) days, the retiring employee may elect to purchase an additional five thousand dollars (\$5,000.00) of term life insurance at his own expense.

### **Section 15.5 Pensions.**

- a. Employees hired on or after July 1, 2013 are not eligible for to participate in the pension program until they successfully complete 90 days of employment with the City.

The Employer agrees to furnish existing bargaining unit employees hired before July 1, 2010 with the Michigan Municipal Employees' Retirement System (MERS) B-4, V-10, FAC-5, F50 (25 years) Plan. Bargaining unit members

enrolled in the MERS plan B4 with the F 50/25 waiver, must contribute a three (3%) percent of gross wages each payroll into the MERS retirement plan.

Bargaining unit members hired on or after July 1, 2010 will receive a MERS Hybrid Pension Plan with a one percent (1%) Defined Benefit Pension Multiplier that cannot be increased and a Defined Contribution portion. New hires must contribute three percent (3%) of wages to the Defined Contribution portion. The Employer's contribution is capped at seven percent (7%). If the defined benefit portion costs less than seven percent (7%), the difference will be contributed to the employee's Defined Contribution portion.

- a. An employee shall be eligible for full retirement upon reaching the age of 50 if the employee shall have completed twenty-five (25) years or more of service. The City further agrees to waive Section 47 (F) of the Act.
- b. Prior Military Service Credit. Eligible employees may purchase retirement benefits for military service in accordance with MERS Plan requirements and solely at the employees' cost.

**Section 15.6 Unemployment Compensation.**

The Employer will make available unemployment compensation for the bargaining unit employees.

**Section 15.7 Long Term Disability.**

Effective July 1, 1995 the City will provide a long-term disability program equal to sixty-six and two thirds percent (66 2/3%) of the employee's bi-weekly wage not to exceed two thousand five hundred dollars (\$2,500.00) per month. There shall be a thirty (30) day waiting period to qualify for this benefit. Employees may use sick or vacation time to bring their payment up to one-hundred percent (100%) of their bi-weekly wage.

**ARTICLE 16: CLASSIFICATION AND RATES**

**Section 16.0 Wages.**

The rates shown in the scale below reflect the changes as listed:

Effective the first full payroll period after signing by City Council, but no earlier than July 1, 2019, wages shall increase by two percent (2%) at all levels and classifications.

Effective the first full payroll period after July 1, 2020, wages shall increase by two and one-quarter percent (2 1/4%) at all levels and classifications.

Effective the first full payroll period after July 1, 2021, wages shall increase by two and one-half percent (2 1/2%) at all levels and classifications.

The pay for the Water Tech Position was restructured because of the educational benefit provided for obtaining required water licenses.

CLASSIFICATION	CLASSIFICATION MI MUNICIPAL LEAGUE	PAY GRADE	HOURLY	HOURLY	HOURLY
			RATE 19-20 2.00%	RATE 20-21 2.25%	RATE 21-22 2.50%
Certified Senior Lineman	Electric Maintenance Worker II	6***	\$28.43 - \$36.31	\$29.07 - \$37.13	\$29.80 - \$38.06
Sewer Plant Operator B	Wastewater Treatment Assistant	5*	\$22.89 - \$29.28	\$23.41 - \$29.94	\$24.00 - \$30.69
Foreman	Municipal Maintenance Worker II	6*	\$24.23 - \$31.03	\$24.78 - \$31.73	\$25.40 - \$32.52
Mechanic	Equipment Mechanic	4	\$19.90 - \$25.47	\$20.35 - \$26.04	\$20.86 - \$26.69
Water Tech.	Water System Maintenance Worker	5*	\$21.96 - \$28.11	\$22.45 - \$28.74	\$23.01 - \$29.46
Sewer Plant Operator C	Wastewater Treatment Assistant	4*	\$21.56 - \$27.57	\$22.05 - \$28.19	\$22.60 - \$28.89
Sewer Plant Operator D	Wastewater Treatment Assistant	4*	\$20.72 - \$26.52	\$21.19 - \$27.12	\$21.72 - \$27.80
Sewer Plant Laborer	Wastewater Treatment Assistant	4	\$19.90 - \$25.47	\$20.35 - \$26.04	\$20.86 - \$26.69
Maintenance/DPW**	Municipal Maintenance Worker I	4	\$19.90 - \$25.47	\$20.35 - \$26.04	\$20.86 - \$26.69
Certified Lineman	Electric Maintenance Worker I	5***	\$25.73 - \$32.94	\$26.31 - \$33.68	\$26.97 - \$34.52
Cemetery Laborer**	Municipal Maintenance Worker I	4	\$19.90 - \$25.47	\$20.35 - \$26.04	\$20.86 - \$26.69

- a. \* Add 40% of the difference between pay grades 4 and 5 to pay grade 4 as compensation for a Class D Wastewater license for the Wastewater Plant Operator position.
- b. \* Add 80% of the difference between pay grade 4 and 5 as compensation for a Class C Wastewater license for the Wastewater Plant Operation position.
- c. \*Add 40% of the difference between pay grades 5 and 6 to pay grade 5 as compensation for a Class B Wastewater license for the Wastewater Plant Operation position.
- d. \*Pay for Limited Treatment Water License and for Distribution System License issued by the State Department of Environmental Quality shall be in accordance with the following schedule:

Limited Treatment License	Distribution System License
D4 - \$300	S4 - \$200
D3 - \$600	S3 - \$400
D2 - \$1200	S2 - \$800

The educational benefit shall not be added to the employee's base rate, but shall be paid the last paycheck in November each year. The educational benefit shall be prorated based on weeks worked while at the respective benefit level for the current calendar year (e.g. if the benefit level is obtained on July 1, the employee would receive fifty percent (50%) of the annual benefit) and shall not be pyramided.

\*\* Indicates "pooling classification". Pooling means that the employees within this classification may be used anywhere depending upon the needs of the City.

\*\*\* Add 60% of the difference between pay grade 5 and 6 to pay grade 5 as compensation for the certified lineman position. The 2013-2016 contract increased the Senior Lineman's hourly rate to include compensation for being a certified lineman.

**Section 16.1 Starting Rates for New Employees.**

All new employees hired into the bargaining unit shall follow the rates of pay outlined in the attached Annual Salary Table from the MML Compensation and Classification Study as amended by the City in August of 1992.

**Section 16.2 New Classifications.**

Whenever the Employer establishes a new classification within the bargaining unit covered by this Agreement, the Chapter Chairperson shall be notified in writing of the classification and rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. If an objection is raised, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to agree to a rate, the issue may be presented for mediation.

**Section 16.3 Standby Pay for Electric Crew, DPW and Wastewater Employees.**

Both parties agree to the following standby policy and pay for Union personnel:

- a. One employee for the DPW and Wastewater and one employee for the Electric Department will be required to remain on call each week from 3:30 p.m. Tuesday to 3:30 p.m. the following Tuesday and said employees shall receive eight (8) hours straight time pay at the foreman rate for the DPW and Wastewater departments and eight (8) hours of straight time pay at the

Senior Lineman rate for the Electric Department per week for such on call duty.

- b. Employees who are on call shall be in condition to perform their normal duties when answering calls.

#### **Section 16.4 Mutual Aid – Storm/Emergency Response Pay**

Employees required to respond to calls for mutual aid by the Employer will receive double their straight time wage, including travel time from the City work location to the mutual aid community and back, so long as the City is reimbursed these costs from the community requesting mutual aid.

### **ARTICLE 17: MISCELLANEOUS**

#### **Section 17.0 Captions.**

The captions in each Section of the Agreement are for identification purposes only and are not a substantial part of this agreement.

#### **Section 17.1 Gender.**

Reference to the male gender shall apply equally to the female gender and vice versa.

#### **Section 17.2 Change in Personal Status.**

Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made. The City shall be entitled to rely upon the employee's last name, address, telephone number, marital status, and number of dependents shown on its records for all purposes involving his employment and this Agreement.

#### **Section 17.3 Separation-Voluntary Termination.**

All employees, if possible, will notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the City. An exit interview will be arranged in the Personnel Office for all employees leaving the City.

#### **Section 17.4 Successor to City.**

In case of successor to the Employer, the successor or successors will be notified of the existence of this binding Agreement with the City of Portland and given a copy of it.

### **Section 17.5 Supervisory Employees.**

Supervisory personnel outside of the bargaining unit may perform bargaining unit work to supplement the work of the bargaining unit work force and/or in the absence of bargaining unit employees.

### **Section 17.6 Contracting and Subcontracting.**

The Employer, should it exercise its right to subcontract bargaining unit work, will bargain the impact and effect of that decision. The Employer will endeavor to place any displaced employee in another bargaining unit position in an equal or lower classification for which he/she has the skill and ability to do the work satisfactorily with normal supervision but without additional training.

### **Section 17.7 Work Rules.**

The Employer reserves the rights to establish reasonable work rules and regulations. In the event the Employer amends and/or establishes new work or safety rules, they shall be subject to discussion with the Union representatives and shall be posted or made available to all employees prior to the effective date. Such work rules and regulations are subject to the grievance procedure for a period of up to sixty days after implementation of a new policy.

### **Section 17.8 Union Bulletin Boards.**

- a. The City agrees to provide a location which may be used by the Union for the following notices: Notices of Union meetings; notices of Union elections and the results where they pertain to the Employer's employees; and notices of Union recreational and social events.
- b. It is further agreed all notices including those posted by the Union provided for herein and those posted by the employees shall not be mutilated, destroyed, or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.
- c. The Union agrees notices shall not be politically partisan, derogatory, or critical of the City or the City's officers, agents, supervisors, employees, departments, or subdivisions; nor shall such notices be derogatory or critical of the services, techniques, or methods of the Employer.

### **Section 17.9 Supplemental Agreements.**

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

### **Section 17.10 Medical Dispute Resolution.**

In the event of a dispute involving an employee's physical or mental ability to perform his job and the City is not satisfied by the determination of the treating physician, the City may require the employee to be examined by a doctor of its choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third (3<sup>rd</sup>) doctor, who shall be a specialist in the area in question, chosen by the employee's doctor and the City's doctor jointly. The cost of this report shall be shared equally by the City and the Union.

### **Section 17.11 Non-Bargaining Unit Employees.**

Non-bargaining unit employees including grant, project, CETA, and temporary employees shall not perform work ordinarily and customarily performed by the cemetery laborer while bargaining unit employees are on layoff status except by mutual agreement between the City and the Union. This agreement only applies to the cemetery grounds and does not preclude the use of the building at the cemetery by other City departments for their work. This agreement shall not take precedence over any Section of the collective bargaining agreement.

### **Section 17.12 Uniforms.**

- a. The City agrees to reimburse each employee up to a maximum amount of three hundred dollars (\$300.00) per year for the purchase of boots, shoes, carhart and coveralls when purchased by the employee for work related use. The employee shall present a paid bill to the City and a written note asking for reimbursement. Designated employees may be required to wear steel-toed shoes.
- b. The City agrees to provide uniforms for each employee up to a maximum of four hundred dollars (\$400.00) per employee per year. The City agrees to provide uniforms for each electric department employee up to a maximum of \$500.00 per employee per year. This amount is in addition to the amount mentioned in Section 17.12 (a).

## **ARTICLE 18: CDL LICENSE**

### **Section 18.0 CDL.**

The City agrees to pay for the routine expenses incurred by each employee in obtaining and/or renewing the appropriate CDL License as required by the City and State Law.

**ARTICLE 19: LONGEVITY PLAN**

**Section 19.0 Longevity.**

Here are the guidelines for a longevity plan applicable for all full-time positions.

- a. Schedule of Plan.

<b>Years of Service:</b>	<b>1-4</b>	<b>5-9</b>	<b>10-14</b>	<b>15-19</b>	<b>20-24</b>	<b>25 +</b>
<b>Percent of Wages:</b>	0%	2%	2 ½%	3%	3 ½%	4%

- b. A ceiling of one thousand two hundred dollars (\$1200.00) is placed on the maximum longevity check to be paid to an employee.
- c. Longevity pay will be distributed to employees in a single check, once a year, in the last payroll of November.
- d. Calculation of years of service will be based on service through December 31<sup>st</sup> of each year, commencing December 31, 1981.
- e. Employees who take leave of absence, leave, or retire from employment during the calendar year, shall receive longevity pay prorated on the number of weeks worked in that partial year. In addition, for employees who take a leave of absence, the anniversary date of employment shall be extended by all leave of absence time for the purpose of computing years of service. In a rehiring situation, the rehiring date will be the date of record for calculating longevity.

**ARTICLE 20: RE-OPENER TO BARGAIN FOR EQUAL BENEFITS**

**Section 20.0 Re-opener to Bargain for Equal Benefits.**

Both parties mutually agree to re-open the contract for discussions on extending a fringe benefit provided to other City Employees to the members of this bargaining unit, at either party's request.

**ARTICLE 21: DRUG FREE WORKPLACE**

**Section 21.0 Drug Free Workplace.**

The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public.

Safety-sensitive employees, as defined in the applicable Department of Transportation regulations, are subject to random, pre-employment, post-accident, reasonable suspicion, return-to-duty and follow up testing.

An employee assistance program is available to employees with personal problems, including those associated with alcohol or controlled substances use. Employees testing positive for drugs or alcohol will be expected to complete rehabilitation program. Failure to complete such a program may lead to disciplinary action up to and including discharge.

All controlled substances and alcohol test shall be conducted in accordance with the Omnibus Transportation Employees Testing Act of 1991 and federal testing guidelines. Test must be performed by a laboratory that is federally certified to conduct such tests.

All time spent in the performance of an alcohol or controlled substance test, including travel time, will be paid at the employees' regular rate of pay or at their overtime rate, if applicable.

The employer shall pay all costs associated with the administration of alcohol and controlled substance tests. Records concerning an employee's treatment for alcohol and drug related problems shall remain strictly confidential and shall remain separate from other personnel materials. However, violation of City Work Rules regarding drug and alcohol use will result in disciplinary action up to and including discharge.

## **ARTICLE 22: ASSIGNMENT OF OVERTIME**

### **Section 22.0 Assignment of Overtime.**

If the Union believes the Employer is being unreasonable in its assignment of overtime, it will be a proper subject for a special conference.

## **ARTICLE 23: WAIVER**

### **Section 23.0 Waiver.**

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings between such parties, shall govern their entire relationship and shall be the sole sources of any and all rights or claims which may be asserted.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and

that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Any section of this agreement, which is ruled to be inconsistent with present or future state or federal laws or statutes, shall become null and void without effect on the remaining sections. Either part, upon written notice to the other, may request negotiations to replace or amend the section declared null and void. Upon receipt of the request to negotiate, the parties shall meet.

**ARTICLE 24: TERMS OF AGREEMENT**

**Section 24.0 Duration.**

This Agreement shall become effective July 1, 2019 and continue in full force and effect until 11:59 PM on June 30, 2022. If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date, give written notification of same. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union at 667 East Big Beaver, Suite 205, Troy, Michigan 48083 and to the Employer at 259 Kent Street, Portland, Michigan 48875, Attention: City Manager, or to any such address as the Union or Employer may make available to each other.

CITY OF PORTLAND

CITY OF PORTLAND  
GOVERNMENTAL EMPLOYEES  
LABOR COUNCIL

\_\_\_\_\_  
James E. Barnes, Mayor

\_\_\_\_\_  
Scott Honsowitz, Chapter Chairperson

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

\_\_\_\_\_  
Tim Krizov, Union Steward

\_\_\_\_\_  
S. Tutt Gorman, City Manager

\_\_\_\_\_  
David Thomas, Labor Representative  
GELC

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2019.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 19-38**

**A RESOLUTION APPROVING THE REVISED MERS HYBRID PLAN ADOPTION AGREEMENTS (BENEFIT PROGRAM HA/HB/HC) AND APPROVING, AUTHORIZING, AND DIRECTING THE CITY MANAGER TO SIGN SAME**

**WHEREAS**, the City has reformed its pension plan for all employees hired after July 1, 2010 so that new hires will with be placed in a MERS Hybrid Pension with a 1% Defined Benefit (DB) pension multiplier that cannot be increased and a Defined Contribution portion that requires new hires to contribute 3% of their wages to the Defined Contribution (DC) pension portion; and

**WHEREAS**, the Employer's DB and DC combined pension contribution is capped at 7% and if the DB portion costs less than 7%, then the Employer will contribute the difference to the employees DC portion; and

**WHEREAS**, MERS requires the approval of the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) by City Council, a copy of which is attached as Exhibit A, for the DC portion of the pension. A memorandum from Treasurer, Mindy Tolan is attached as Exhibit B.

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

1. The City Council approves the revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC), a copy of which is attached as Exhibit A, and approves, authorizes, and directs the City Manager to sign same.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 17, 2019

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

# MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mersmichigan.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # \_\_\_\_\_ and/or current Defined Contribution division # \_\_\_\_\_

Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HA), the effective date shall be the first day of July, 2019. *Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.*

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

**Exhibit**

**A**

# MERS Hybrid Plan Adoption Agreement

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## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

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(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

**These employees are** (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

**To receive one month of service credit** (check one):

- An employee shall work 10 \_\_\_\_\_ hour days
- An employee shall work \_\_\_\_\_ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.  
The probationary period will be \_\_\_\_\_ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.  
The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

### Employer Caps

Employer hereby elects to cap the total annual contribution to \_\_\_\_\_% of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to \_\_\_\_\_% of compensation

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

### 3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

#### Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

#### No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):
  - Longevity pay
  - Overtime pay
  - Shift differentials
  - Pay for periods of absence from work by reason of vacation, holiday, and sickness
  - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
  - A member's pre-tax contributions to a plan established under Section 125 of the IRC
  - Transcript fees paid to a court reporter
  - A taxable car allowance
  - Short term or long term disability payments
  - Payments for achievement of established annual (or similar period) performance goals
  - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
  - Lump sum payments attributable to the member's personal service rendered during the FAC period
  - Other: \_\_\_\_\_
  - Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits
  - F55/25

## Hybrid – Defined Contribution Component Provisions

1. Vesting (Check one):
- Immediate
  - Cliff Vesting (fully vested after below number years of service)
    - 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting
    - \_\_\_\_\_ % after 1 year of service
    - \_\_\_\_\_ % after 2 years of service
    - \_\_\_\_\_ % after 3 years of service (min 25%)
    - \_\_\_\_\_ % after 4 years of service (min 50%)
    - \_\_\_\_\_ % after 5 years of service (min 75%)
    - \_\_\_\_\_ % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

In the event of disability or death, a participant’s (or his/her beneficiary’s) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.*

## 2. Contributions

- a. Will be remitted
  - Weekly                       Bi-Weekly                       Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	.72%						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

\*7.00% max - 6.77% Employer rate in DB portion of Hybrid

# MERS Hybrid Plan Adoption Agreement

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## 3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. **Loans:**  shall be permitted       shall not be permitted  
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

# MERS Hybrid Plan Adoption Agreement

---

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on  
the 17 day of June, 2019.  
(Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: City Manager

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# MERS Hybrid Plan Adoption Agreement



Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mersmi.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # \_\_\_\_\_ and/or current Defined Contribution division # \_\_\_\_\_

Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HB), the effective date shall be the first day of July, 2019. *Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.*

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

---

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

**These employees are** (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

**To receive one month of service credit** (check one):

- An employee shall work 10 \_\_\_\_\_ hour days
- An employee shall work \_\_\_\_\_ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.  
The probationary period will be \_\_\_\_\_ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.  
The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

### Employer Caps

Employer hereby elects to cap the total annual contribution to \_\_\_\_\_% of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to \_\_\_\_\_% of compensation

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: \_\_\_\_\_, 20 \_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

**Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%

**No Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years

6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: \_\_\_\_\_
- Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits  
 F55/25

## Hybrid – Defined Contribution Component Provisions

1. Vesting (Check one):
- Immediate
  - Cliff Vesting (fully vested after below number years of service)  
 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting  
 \_\_\_\_\_ % after 1 year of service  
 \_\_\_\_\_ % after 2 years of service  
 \_\_\_\_\_ % after 3 years of service (min 25%)  
 \_\_\_\_\_ % after 4 years of service (min 50%)  
 \_\_\_\_\_ % after 5 years of service (min 75%)  
100 % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.*

## 2. Contributions

- a. Will be remitted  
 Weekly                       Bi-Weekly                       Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	2.22%*						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

\*7.00% max - 2.44% Employer rate in DB portion of Hybrid

# MERS Hybrid Plan Adoption Agreement

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## 3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

## 4. Loans: shall be permitted      shall not be permitted

If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

## 5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

# MERS Hybrid Plan Adoption Agreement

---

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: City Manager

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mersofmichigan.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** City of Portland **Municipality #:** 3401

If new to MERS, provide your municipality's/court's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

Vesting credit from date of hire

No vesting credit

This division is currently in the MERS Defined Benefit or Defined Contribution Plan and meets the applicable funding level requirements to adopt the MERS Hybrid Plan, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

This division is for new hires, rehires, and transfers of current Defined Benefit division # \_\_\_\_\_ and/or current Defined Contribution division # \_\_\_\_\_

Employees will have a one-time opportunity to convert from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

The existing Defined Benefit Plan will be frozen (see attached Frozen Defined Benefit Addendum).

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HC), the effective date shall be the first day of July, 2019. *Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.*

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

---

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach current contract cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 \_\_\_\_\_ hour days
- An employee shall work \_\_\_\_\_ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this probationary period the Employer will not report or make contributions, and none will be due on behalf of the new employee retroactively. Service will begin after the probationary period has been satisfied.  
The probationary period will be \_\_\_\_\_ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.  
The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

### Employer Caps

Employer hereby elects to cap the total annual contribution to \_\_\_\_\_% of payroll (cap is defined as a total of both Defined Benefit and Defined Contribution portions).

The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

- Employer hereby elects to cap annual employer contributions to \_\_\_\_\_% of compensation

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.

Valuation Date: \_\_\_\_\_, 20 \_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

**Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%

**No Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages (all items NOT checked will be considered INCLUDED):

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: \_\_\_\_\_
- Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 7. Normal Retirement will be age 60 with 6 years of service
- 8. Early Normal Retirement with unreduced benefits
  - F55/25

## Hybrid – Defined Contribution Component Provisions

- 1. Vesting (Check one):
  - Immediate
  - Cliff Vesting (fully vested after below number years of service)
    - 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting
    - \_\_\_\_\_ % after 1 year of service
    - \_\_\_\_\_ % after 2 years of service
    - \_\_\_\_\_ % after 3 years of service (min 25%)
    - \_\_\_\_\_ % after 4 years of service (min 50%)
    - \_\_\_\_\_ % after 5 years of service (min 75%)
    - 100 % after 6 years of service

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, his/her entire employer contribution balance will become 100% vested regardless of years of service.*

## 2. Contributions

- a. Will be remitted
  - Weekly                       Bi-Weekly                       Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	3.00%						
Employer Contribution	1.98%*						

Direct mandatory employee contributions as pre-tax.

NOTE: If a cap is requested under Section IV, the employer contribution in the Defined Contribution component is subject to reduction to the extent the total employer cap is met.

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

\*7.00% max - 5.12% Employer rate in DB portion of Hybrid

# MERS Hybrid Plan Adoption Agreement

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3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals.

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. **Loans:**  shall be permitted  shall not be permitted

If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.

5. Rollovers from qualified plans are permitted as set forth in the Hybrid Plan and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;

# MERS Hybrid Plan Adoption Agreement

6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Portland City Council on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: City Manager

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)



## MEMORANDUM

**TO:** S. Tutt Gorman, City Manager  
**FROM:** Mindy Tolan, Treasurer *mtt*  
**DATE:** 6/3/2019  
**RE:** Revised Hybrid Adoption Agreement

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The City of Portland has adopted a MERS Hybrid Pension where the Employer's DB (Defined Benefit) and DC (Defined contribution) combined pension contribution is capped at 7%. Since the DB costs have changed and will be effective July 1, 2019, for the Police Union, GELC, and the Non Union divisions; the employer DC contribution percent will change.

That said, MERS requires the approval of the revised Hybrid Agreements. The employer rate for the Police (HA), employer portion is changing from 6.84% (DB) and .16% (DC), to 6.28% DB and .72% DC. The employer rate for the nonunion (HB), employer portion is changing from 5.04% DB and 1.96% DC, to 4.78% DB and 2.22% DC. The G.E.L.C. (HC) division employer portion is changing from 5.15% (DB) and 1.85% (DC), to 5.02% DB and 1.98% DC.

**Exhibit**

**B**

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

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**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 19-39**

**A RESOLUTION TO AMEND THE BUDGET  
FOR FISCAL YEAR 2018-2019**

**WHEREAS**, State law prohibits local units of government from ending any fiscal year with a negative fund balance in any fund; and

**WHEREAS**, the Finance Director has reviewed current fund balances and expenditures for FY 2018-2019 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

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

1. The Portland City Council approves the 2018-2019 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 17, 2019

\_\_\_\_\_  
**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. 19-40**

**A RESOLUTION APPROVING ISSUANCE OF A TRANSIENT TRADER PERMIT FOR A BBQ FOOD TRAILER**

**WHEREAS**, Section 24.22 of the City Code of Ordinances prohibits anyone from engaging in a business as a transient trader or dealer within the City without obtaining a permit; and

**WHEREAS**, Chris Teachout has requested a Transient Trader Permit to allow a food trailer to sell BBQ in the vacant lot at the corner of Grand River Avenue and Divine Highway owned by the City of Portland; and

**WHEREAS**, Mr. Teachout is requesting hours of operation to be on Thursdays from 4:00 P.M. until 9:00 P.M. through November 14, 2019; and

**WHEREAS**, Section 24.24 of the City Code of Ordinances requires City Council approval of the application and surety before the Clerk can issue the Transient Trader Permit.

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

1. The Portland City Council approves issuance of a Transient Trader Permit to allow a food trailer to sell BBQ as stated above in the City contingent upon the payment of the appropriate fee, proof of insurance coverage and surety bond.
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:** June 17, 2019

\_\_\_\_\_  
**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. 19-41**

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENTS  
TO CITY BOARDS AND COMMISSIONS**

**WHEREAS**, City Council has established guidelines for appointments to City Boards and Commissions pursuant to Council Policy 96-1; and

**WHEREAS**, the Mayor has reviewed the applications for the various City Boards and Commissions and, in accordance with Council Policy 96-1, requests that the Council confirm the following appointments:

Board of Light & Power

-Robert Baldyga to a term expiring June 30, 2022

Portland District Library Board

-Lance McFarlin to a term expiring June 30, 2023

Downtown Development Authority

-Thomas Antaya to a term expiring June 30, 2023

Planning Commission

-Jason Williamson to a term expiring June 30, 2022

-John Kmetz to a term expiring June 30, 2022

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

1. The Portland City Council confirms the Mayor's appointments as set forth above.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 17, 2019

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

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, June 3, 2019

In Council Chambers at City Hall

Present: Mayor Barnes; Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Baldyga and Johnston; City Manager Gorman; City Clerk Miller; DDA/Main Street Director ConnerWellman; Police Chief Thomas

Guests: Kathy Parsons; Joe Russman of the Portland Rodeo; Merry & Brian Hass of The Port; Robert Lathers of The Beacon; Nick Grifhorst of the Ionia Sentinel-Standard

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

Motion by Fitzsimmons, supported by Baldyga, to approve the Proposed Agenda as presented.

Yeas: Fitzsimmons, Baldyga, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

There was no public comment.

Under City Manager Report, City Manager Gorman stated the Safe Routes to School kickoff meeting was held on May 28, 2019. The Safe Routes to School Grant from the State of Michigan in the amount of \$927,000 will create more safe routes to both Portland Public School and St. Patrick School. One notable improvement will be a new traffic signal at Grand River Ave. and West St. A Public Hearing will be held in late July/August to discuss the program and take comments.

City Manager Gorman met with Keith Cook of Cook Brothers Excavating in regard to the chip/seal project on Maynard Rd. and Divine Hwy. The project has been delayed due to the rainy spring but will begin soon.

City Manager Gorman and staff will meet with Pulse Broadband this week to discuss a more in-depth analysis of construction of a broadband network in Portland.

City Manager Gorman advised that POLC and GELC have reached tentative contract agreements. They should be presented to Council for approval at the June 17, 2019 Council meeting.

Under Presentations, Joe Russman presented information on the Portland Rodeo to be held Saturday, June 8, 2019.

Under New Business, the Second Reading and Consideration of Ordinance 175PP to amend the City Zoning Map by rezoning the property located at 103 E. Grand River Ave., from C-2 general business district to C-1 central business district, as requested by Bill Fabiano was held.

City Manager Gorman explained the location of the property and further noted that C-1 zoning is for a typical downtown where there are zero setbacks. C-2 zoning is typically reserved for the highway district where there are standalone buildings with plenty of room for setback requirements. As this property is in the downtown district of Portland, rezoning the property to C-1 is in the spirit of the Zoning Ordinance. Rezoning this property to C-1 would also get rid of the nonconforming status.

Motion by Fitzsimmons, supported by Johnston, to approve Ordinance 175PP to amend the City Zoning Map.

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Baldyga, Barnes

Nays: None

Adopted

The Council considered Resolution 19-32 to authorize the City Clerk to sign a Resolution of Local Approval for an Off-Premises Tasting Room License application for Modern Craft Winery, LLC at 143 Kent St. Modern Craft Winery, LLC, the parent organization, is seeking the license for The Port where they will sell bottled wine manufactured by Modern Craft Winery, they will also have a tasting room that serves samples.

Merry Hass, the owner of The Port, explained the business concept and noted that they will be one of six tasting rooms in the State of Michigan for Modern Craft Winery, LLC.

Motion by Baldyga, supported by Fitzsimmons, to approve Resolution 19-32 approving, authorizing, and directing the City Clerk to sign a Resolution of Local Approval for an Off-Premises Tasting Room License Application for Modern Craft Winery, LLC.

Yeas: Baldyga, Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 19-33 to approve an energy purchase for the Board of Light and Power through the Michigan Public Power Agency to enter into a transaction to meet a portion of its future load requirement for October 2019 through June 2020 not to exceed \$128,765.60. At its meeting on May 28, 2019 the Board of Light and Power voted to recommend that City Council approve this energy purchase.

Motion by Baldyga, supported by Johnston, to approve Resolution 19-33 approving an energy purchase for the Board of Light and Power through the Michigan Public Power Agency.

Yeas: Baldyga, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 19-34 to opt out of the Low-Income Energy Assistance Fund created by Public Act 95 of 2013 which requires all electric utilities to charge up to \$.99 per month on customer bills to raise revenue to provide heating assistance to needy individuals. PA 95 provides that municipally owned electric utilities can opt out of collecting the funds but cannot shut off electricity to residential customers from November 1<sup>st</sup> to April 1<sup>st</sup> for nonpayment of a delinquent account. The City of Portland previously adopted electric shut-off rules that protect low-income and senior citizens from electric shut-offs during the same time period. The City of Portland has opted out of this program since 2013.

Motion by Johnston, supported by VanSlambrouck, to approve Resolution 19-34 to opt out of the Low-Income Energy Assistance Fund created by Public Act 95 of 2013.

Yeas: Johnston, VanSlambrouck, Fitzsimmons, Baldyga, Barnes

Nays: None

Adopted

The Council considered Resolution 19-35 to confirm the Mayor's appointment of Charlise Abel to the fill a vacancy on the Downtown Development Authority.

Motion by VanSlambrouck, supported by Baldyga, to approve Resolution 19-35 confirming the Mayor's appointment to City Boards and Commission.

Yeas: VanSlambrouck, Baldyga, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Johnston, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on May 20, 2019, payment of invoices in the amount of \$109,616.89 and payroll in the amount of \$164,577.54 for a total of \$274,194.43. Purchase orders to Michigan AgriBusiness Solutions in the amount of \$8,190.00 for Biosolid Land Application and Fence Consultants in the amount of \$10,110.00 for a fence and gate for the salt barn project were also included.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Baldyga, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman reminded residents to take care of their lawns and keep their grass mowed. Grass clippings should be kept out of the streets and curbs as they clog the drains and damage the infrastructure, as well as create a slip hazard.

He also reminded residents to clean up after dogs when they are off from their own property.

The Farmers Market started for the season on Saturday, June 1, 2019.

Mayor Barnes noted the Chamber of Commerce held a ribbon cutting for the pop-up museum that is in the Red Mill. It will be open on Saturdays from 9:00 A.M. to 2:00 P.M.

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

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

Meeting adjourned at 7:31 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

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Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the June 3, 2019 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 Fitzsimmons, Baldyga and Johnston; City Manager Gorman; City Clerk Miller; DDA/Main Street Director ConnerWellman; Police Chief Thomas

**Presentation** - Joe Russman presented information on the Portland Rodeo to be held Saturday, June 8, 2019.

**Second Reading and Consideration of Ordinance 175PP** to amend the City Zoning Map by rezoning the property located at 103 E. Grand River Ave., from C-2 general business district to C-1 central business district.

All in favor. Adopted.

**Approval of Resolution 19-32** approving, authorizing, and directing the City Clerk to sign a Resolution of Local Approval for an Off-Premises Tasting Room License Application for Modern Craft Winery, LLC.

All in favor. Adopted.

**Approval of Resolution 19-33** approving an energy purchase for the Board of Light and Power through the Michigan Public Power Agency.

All in favor. Adopted.

**Approval of Resolution 19-34** to opt out of the Low-Income Energy Assistance Fund created by Public Act 95 of 2013.

All in favor. Adopted.

**Approval of Resolution 19-35** confirming the Mayor's appointment to City Boards and Commission.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:31 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
NOLAN CHAPMAN	00079	CLOTHING ALLOWANCE - MAJ STS	181.25
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	200.00
CLEAR RATE COMMUNICATIONS	02231	PHONE SERVICE - CITY HALL	425.94
KISER HYDRO LLC	02589	REPAIR LEAKING TURBINE - ELECTRIC	4,157.17
KEUSCH SUPER SERVICE	00228	BATTERY - POLICE	182.49
KEUSCH SUPER SERVICE	00228	CATALYTIC CONVERTER - POLICE	850.00
FAMILY FARM & HOME	01972	SUMP PUMP - WW	129.99
HYDROCORP	02340	INSPECTION & REPORTING SVCS - WTR	499.00
SENTINEL-STANDARD, INC.	00212	LEGAL NOTICES - CODE	357.30
MODEL FIRST AID SAFETY/TRAINING	00313	FIRST AID SUPPLIES - WW	80.61
CAPITAL ASPHALT LLC	02578	ASPHALT - MAJ STS	78.52
MODEL FIRST AID SAFETY/TRAINING	00313	FIRST AID SUPPLIES - MP	85.85
MODEL FIRST AID SAFETY/TRAINING	00313	FIRST AID SUPPLIES - ELECTRIC	138.82
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
NORTH CENTRAL LABORATORIES	00959	CASE OF NITRATE GLOVES - WW	196.01
FOSTER BLUE WATER OIL, LLC	02301	FUEL - PARKS, CEM	331.25
FLEIS & VANDENBRINK	00153	SAFE ROUTES TO SCHOOL - MAJ/LOCAL STS	15,207.76
THEKA ASSOCIATES ENGINEERING, INC.	02557	ASSIST WITH RECLOSER FIRE AND REBUILD - ELECTR	2,191.62
CENTURYLINK	01567	PHONE SERVICES - GEN, WATER, WW, MP, ELECT	4.23
WOW! INTERNET-CABLE PHONE	02132	INTERNET - MP	15.00
PURITY CYLINDER GASES, INC.	00380	OXYG, GAS, HAZMAT FEE - AMB	62.45
RESCO	00392	LIGHTNING ARRESTERS - ELECTRIC	444.60
LANSING SANITARY SUPPLY	02485	SUPPLIES - CEM, CITY HALL	444.56
MICHIGAN AGRIBUSINESS SOLUTIONS	02475	BIOSOLID LIQ LAND APPL - WW	8,190.00
OUDBIER INSTRUMENT CO	02568	CALIBRATE GAS MONITER - WW	658.40
PET WASTE ELIMINATOR	MISC	PET STATION REFILLS - PARKS	400.00
HERB MOSSER	MISC	ENERGY OPTZ PROGRAM - ELECT	15.00
TOM MANTING	MISC	ENERGY OPTZ PROGRAM - ELECTRIC	235.00
BSN SPORTS	00911	BBALL NETS - REC	39.87
HOLLAND SUPPLY CO.	01414	CEM VETEREN FLAGS - CEM	218.27
CULLIGAN	02130	WATER - PARKS	13.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
FORTE PAYMENT SYSTEMS	02522	MAR CC CHARGES - REC	179.12
FORTE PAYMENT SYSTEMS	02522	APRIL CC CHARGES - REC	123.58
FORTE PAYMENT SYSTEMS	02522	MAY CC CHARGES - REC	143.46
DORNBOS SIGN, INC.	00067	ROAD SIGNS, CHANNEL POST - LOC STS, PARKS	552.10
DORNBOS SIGN, INC.	00067	SIGNS - LOC STS	68.00
MICHIGAN STATE POLICE	00275	TOKEN FEES - POLICE	66.00
STAR THOMAS	01654	USPS - POLICE	5.88
FOSTER BLUE WATER OIL, LLC	02301	MOTOR FUEL - CEM, PARKS	573.04
MOYER CONSTRUCTION	00316	BLACK MULCH - ECON DEV	262.50
CULLIGAN	02130	COOLER UNIT - CEM, PARKS	245.00
STATE OF MICHIGAN	00428	ELEVATOR CERT OF OPER RENEWAL 8-23-19 - CITY H	185.00
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	16.71
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	31.10
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	108.09
GRANGER	00175	REFUSE - PARKS, CEM, MP	374.26
GRANGER	00175	REFUSE - ELECT, POL, COMM PROMO	152.58
GRANGER	00175	REFUSE - WW	152.58
KEUSCH SUPER SERVICE	00228	TIRE CHANGE X4 - POLICE	80.00
SLICK SHIRTS SCREEN PRINTING	02003	ADULT COED SOFTBALL SHIRTS - REC	133.00
WESTPHALIA MILLING CO.	00480	ATHLETIC MARKER LIME, HYVAR - CEM, PARKS	252.60
GRANGER	00175	REFUSE- REFUSE	12,456.47
GRANGER	00175	SPRING CLEAN-UP - COMM PROMO	1,920.00
GRANGER	00175	SPRING CLEAN-UP - COMM PROMO	8,829.80
GRANGER	00175	SPRING CLEAN-UP - COMM PROMO	980.00
CRYSTAL MORGAN PLLC	02555	MTT HEARING - ASSESSOR	996.40
JO ANNE HINDS	MISC	RED MILL PAV DEP REFUND - GEN FUND	100.00
PAM PATRICK	MISC	RED MILL PAV DEP REFUND - GEN FUND	100.00
LYNN FOX	MISC	RED MILL PAV DEP REFUND - GEN FUND	100.00
DAWN BECKER	MISC	RED MILL PAV DEP REFUND - GEN FUND	100.00
POWER LINE SUPPLY COMPANY	00389	FUSE ELBOW - ELECTRIC	1,377.54
B&W AUTO SUPPLY, INC.	00030	VAR SUPPLIES/PARTS - VAR DEPTS	706.29

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GALL'S INC.	00159	UNIFORMS- POLICE	854.89
GALL'S INC.	00159	UNIFORMS - POLICE	54.99
MHR BILLING	01780	MONTHLY BILLING FEE - AMB	1,144.00
STATE OF MICHIGAN	00428	QAAP FEE 4-1 TO 6-30 - AMB	550.80
BOUND TREE MEDICAL LLC.	01543	EMS SUPPLIES - AMB	499.23
MUNICIPAL SUPPLY CO.	00324	MISC BRASS VALVES/COUPLINGS - WATER	339.14
MUNICIPAL SUPPLY CO.	00324	VALVE BOX TOP, LID, EXTENTION - WATER	200.70
MUNICIPAL SUPPLY CO.	00324	BALL VALVE, SUPPLIES - WW	7.05
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	382.24
ISSAC HONSOWITZ	02573	SOFTBALL OFFICIAL - REC	16.00
EMMA HONSOWITZ	02572	SOFTBALL OFFICIAL - REC	40.00
KATELYN RUSSELL	02457	SOFTBALL OFFICIAL - REC	32.00
LEAH COOK	02506	SOFTBALL OFFICIAL - REC	64.00
SHANE COOK	02511	SOFTBALL OFFICIAL - REC	48.00
OWEN RUSSELL	02249	Y & A SOFTBALL OFFICIAL - REC	74.00
GERALD ACKERSON	02269	SOFTBALL OFFICIAL - REC	192.00
BRIAN RUSSELL	00593	SOFTBALL OFFICIAL - REC	288.00
ED FILTER	00540	SOFTBALL OFFICIAL - REC	192.00
KENDALL ELECTRIC	00225	CONDUIT FITTINGS - ELECTRIC	62.53
MICHAEL R. KLUCK & ASSOCIATES	02405	MAY LEGAL SERVICES - GEN, POLICE	6,220.84
F&V OPERATIONS & RESOURCE MANAGMNT	02564	JUNE SVCS WW, PLANT OPER, MAINT - WW	9,473.33
TOM'S FOOD CENTER	00452	SUPPLIES - VAR DEPTS	588.32
STAPLES BUSINESS ADVANTAGE	00426	MAY OFFICE SUPPLIES - VAR DEPTS	270.09
CINTAS-725	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	889.72
CITY OF PORTLAND- PETTY CASH	00701	MILEAGE, POSTAGE, MISC - VAR DEPTS	996.80
RICHARDSON BUSINESS MACHINES	01690	COLOR RIBBON - GEN	219.35
Total:			\$91,330.08

**BI-WEEKLY  
WAGE REPORT  
June 17, 2019**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	9,379.94	251,089.27	2,033.45	67,536.93	11,413.39	318,626.20
ASSESSOR	1,363.69	30,152.35	104.32	2,434.78	1,468.01	32,587.13
CEMETERY	4,977.53	80,366.65	454.56	19,977.57	5,432.09	100,344.22
POLICE	16,633.98	434,260.76	3,190.57	111,629.33	19,824.55	545,890.09
CODE ENFORCEMENT	640.68	19,207.61	90.19	4,095.33	730.87	23,302.94
PARKS	3,743.05	58,938.40	366.01	9,874.03	4,109.06	68,812.43
INCOME TAX	1,908.23	43,866.09	659.21	17,607.86	2,567.44	61,473.95
MAJOR STREETS	3,322.09	104,883.93	770.01	46,401.72	4,092.10	151,285.65
LOCAL STREETS	2,224.30	79,636.48	514.69	32,043.31	2,738.99	111,679.79
RECREATION	1,936.03	59,705.47	274.73	11,297.33	2,210.76	71,002.80
AMBULANCE	13,598.97	324,022.66	2,305.92	68,423.42	15,904.89	392,446.08
DDA	2,189.42	60,725.36	315.73	10,376.12	2,505.15	71,101.48
ELECTRIC	17,844.62	420,060.53	2,648.20	107,361.97	20,492.82	527,422.50
WASTEWATER	6,251.92	251,214.10	1,043.23	58,925.50	7,295.15	310,139.60
WATER	5,639.06	139,765.29	1,426.48	50,649.35	7,065.54	190,414.64
MOTOR POOL	2,223.14	66,237.93	168.54	26,929.78	2,391.68	93,167.71
<b>TOTALS:</b>	<b>93,876.65</b>	<b>2,424,132.88</b>	<b>16,365.84</b>	<b>645,564.33</b>	<b>110,242.49</b>	<b>3,069,697.21</b>

**BI-WEEKLY CASH BALANCE ANALYSIS**  
**AS OF 06/13/2019**  
**MEETING DATE 06/17/2019**

Fund	Description	Beginning Balance 05/31/2019	Total Cash in	Total Cash out	Cash Balance 06/13/2019	Time Certificates	Ending Balance 06/13/2019
101	GENERAL FUND	1,745,140.10	83,263.62	(131,070.48)	1,697,333.24	235,000.00	1,932,333.24
105	INCOME TAX FUND	90,494.63	29,438.35	(56,650.63)	63,282.35	10,000.00	73,282.35
150	CEMETERY PERPETUAL CARE FUND	53,297.51	-	-	53,297.51		53,297.51
202	MAJOR STREETS FUND	222,782.50	45,162.18	(14,201.19)	253,743.49		253,743.49
203	LOCAL STREETS FUND	259,854.72	23,566.67	(16,325.30)	267,096.09		267,096.09
208	RECREATION FUND	10,000.02	8,651.63	(6,356.26)	12,295.39		12,295.39
210	AMBULANCE FUND	34,429.82	40,063.47	(47,017.69)	27,475.60		27,475.60
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	377,484.49	7,689.55	(10,445.82)	374,728.22		374,728.22
404	CAPITAL IMPROVEMENT-RED MILL PAVILION	3,362.25	-	-	3,362.25		3,362.25
405	WELLHEAD IMPROVEMENT FUND	-	-	-	-		-
406	CAPITAL IMPROVEMENT FUND-STREET PROJECT	441,013.97	-	-	441,013.97		441,013.97
520	REFUSE SERVICE FUND	9,988.61	4,172.77	(243.92)	13,917.46		13,917.46
582	ELECTRIC FUND	767,405.85	147,544.35	(107,392.82)	807,557.38	530,000.00	1,337,557.38
590	WASTEWATER FUND	(150,873.79)	92,033.49	(75,813.19)	(134,653.49)		(134,653.49)
591	WATER FUND	78,763.66	28,943.81	(27,505.02)	80,202.45	420,000.00	442,602.45
661	MOTOR POOL FUND	72,410.61	17,214.80	(18,687.99)	70,937.42		70,937.42
703	CURRENT TAX FUND	7,439.77	-	-	7,439.77		7,439.77
<b>TOTAL - ALL FUNDS</b>		<b>4,022,994.72</b>	<b>527,744.69</b>	<b>(511,710.31)</b>	<b>4,039,029.10</b>	<b>1,195,000.00</b>	<b>5,176,429.10</b>
						ELECTRIC-RESTRICTED CASH	400,000.00
						ELECTRIC - MPPA MUNICIPAL TRUST	150,915.28
						CUSTOMER DEPOSIT CD	170,000.00 *
						PERPETUAL CARE CD	130,000.00
						INCOME TAX SAVINGS	815,657.99
						ELECTRIC-PRIN & INT ESCROW	137,419.11
						WASTEWATER DEBT ESCROW	228,371.71
						WASTEWATER REPAIR ESCROW	59,401.92
						DDA-PRIN & INT ESCROW	501.77
						WATER BOND ESCROW	57,600.00
						<b>7,326,296.88</b>	<b>7,326,296.88</b>

\*Customer Deposit Breakdown

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



**MICHAEL R. KLUCK & ASSOCIATES**

4265 Okemos Road, Suite G  
Okemos, Michigan 48864  
Ph: 517/349-7610  
Fx: 517/349-8544

**STATEMENT FOR  
PROFESSIONAL SERVICES**

May 21, 2019

**TO: CITY OF PORTLAND**  
*ATTN: S. Tutt Gorman, City Manager*  
259 Kent Street  
Portland, MI 48865

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FOR LEGAL SERVICES RENDERED THROUGH MAY 13, 2019

<b>TOTAL HOURS</b>	<b>29.6</b>
Total Fees @ \$205 per Hour	\$6,068.00
<b>COSTS ADVANCED</b>	
Postage and Copies	\$ 14.80
Mileage	\$ 138.04
<b>TOTAL AMOUNT DUE THIS STATEMENT</b>	<b>\$6,220.84</b>

## Nikki Miller

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, June 5, 2019 4:06 PM  
**To:** Nikki Miller  
**Subject:** Online Form Submittal: Board & Commission Application

### Board & Commission Application

Name	Cory Grimminck
Date	6/5/2019
Address	111 E. Cesar E. Chavez Ave, Ste D Lansing, MI 48906
Phone	517-897-2956
Email	cgrimminck@portlandmilibrary.com
Employer	Portland District Library
Employer Phone	517-647-6981
How long have you lived in the City of Portland?	<i>Field not completed.</i>
Please mark your choice(s).	Downtown Development Authority
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	Extensive experience in budgeting, non-profit work, working with a board, creating programs and projects that benefit the community at large. Also, I'm currently on the DDA, and thus have experience already.
Are you a high school graduate?	Yes
Are you a college graduate?	Yes
List name of the college or university you attended and the level of degree earned.	University of Chicago, BA Simmons College, MLIS
List your professional and work experience.	Please see attached resume.

List your community activities, interests and service.

Currently a member of the Business team. I'm interested in public art, partnering with other organizations, and bringing people downtown. On a personal level, I enjoy reading, travel, and movies.

---

References (optional)

*Field not completed.*

---

File Attachment

[ceg-2.doc](#)

---

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

## Nikki Miller

---

**From:** noreply@civicplus.com  
**Sent:** Monday, June 3, 2019 4:44 PM  
**To:** Nikki Miller  
**Subject:** Online Form Submittal: Board & Commission Application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

### Board & Commission Application

Name	Jason Williamson
Date	6/3/2019
Address	930 Cherrywood Circle
Phone	2315989999
Email	drjasonw@yahoo.com
Employer	Portland Family Chiropractic
Employer Phone	5176477585
How long have you lived in the City of Portland?	4 years
Please mark your choice(s).	Downtown Development Authority
If more than one please list them in order.	<i>Field not completed.</i>
Please tell us your qualifications.	Asked to join
Are you a high school graduate?	Yes
Are you a college graduate?	Yes
List name of the college or university you attended and the level of degree earned.	WMU BS, NUHS BS, DC
List your professional and work experience.	Portland Family Chiropractic

List your community activities, interests and service. see resume

---

References (optional) *Field not completed.*

---

File Attachment [CV - 2019.doc](#)

---

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

CITY OF PORTLAND  
BOARD AND COMMISSION  
APPLICATION

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

Please print your responses

Date: 6-5-19

Name: DENNIS CUNNINGHAM

Address: 451 QUATERLINE ST

Telephone No. 517-526-1973

E-mail address dennyevn@yahoo.com

Employer Red Tomato

Telephone No. 517-526-1973

How long have you lived in the City of Portland?

\*\*\*\*\*

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

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

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

Education

Are you a high school graduate?

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

Professional and work experience

Community activities, interests, and service

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

CITY OF PORTLAND  
BOARD AND COMMISSION  
APPLICATION

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

Please print your responses

Date: 29 May 2015

Name: Lenny Freed

Address: 611 James St.

Telephone No 517-647-7598

E-mail address lenny.freed@gmail.com

Employer self

Telephone No. \_\_\_\_\_

How long have you lived in the City of Portland? 29 years

\*\*\*\*\*

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

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

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

Education B.S. @ MSU: Fisheries & Wildlife

CITY OF PORTLAND  
BOARD AND COMMISSION  
APPLICATION

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

Please print your responses

Date: 5-27-15

Name: Michelle VanSlambroek

Address: 841 Detroit

Telephone No. 517-647-6368 or 517-285-6518

E-mail address MAVANSLAMBROUCK@gmail.com

Employer \_\_\_\_\_

Telephone No. \_\_\_\_\_

How long have you lived in the City of Portland? 10 years

\*\*\*\*\*

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

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

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

Education

**Minutes of the Planning Commission  
Of the City of Portland**  
Held on Wednesday, May 8, 2019 at 7:00 P.M.  
In Council Chambers at City Hall

Portland Planning Commission Members Present: Grapentien, Fitzsimmons, Roeser, Williamson, Culp

Absent: Kmetz, Hinds

Staff: City Manager Gorman; City Clerk Miller, Paul LeBlanc, AICP of PLB Planning Group

Guests: Keith Cook; Bill Fabiano; Gary Olson; Patrice and Darrin Weber, owners of Portland Assisted Living Center; staff members of Portland Assisted Living Center; David Straub, Chief Operating Officer of Mayberry Homes; Sandy Elliot, CEO of The Brook; William Carey and Jim DeWitt, Executive Directors of The Brook; Scott Perrin of Perrin Construction; Bill Frazier and Katelyn Gress of the Sidock Group, Inc.

Chair Grapentien called the meeting to order at 7:00 P.M. with the Pledge of Allegiance.

Motion by Fitzsimmons, supported by Williamson, to excuse the absence of Members Kmetz and Hinds.

All in favor. Approved.

There were no public comments.

Motion by Williamson, supported by Roeser, to approve the Agenda as presented.

All in favor. Approved.

Motion by Williamson, supported by Culp, to approve the minutes of the April 10, 2019 meeting as presented.

All in favor. Approved.

Under Public Hearings and New Business, Chair Grapentien opened the Public Hearing to consider a proposed rezoning, from C-2 to C-1, to the property located at 103 E. Grand River Ave. as requested by Bill Fabiano.

City Manager Gorman explained the location of the property and further noted that C-1 zoning is for a typical downtown where there are zero setbacks. C-2 zoning is typically reserved for the highway district where there are stand alone buildings with plenty of room for setback requirements. As this property is in the downtown district of Portland, rezoning the property to C-1 is in the spirit of the Zoning Ordinance.

Mr. LeBlanc noted that when he reviewed this request, he struggled to understand why the property is currently zoned C-2. Rezoning this property to C-1 would also get rid of the nonconforming status.

Planning Commission Minutes  
May 8, 2019

Chair Grapentien closed the Public Hearing at 7:06 P.M.

The Planning Commission considered the request to rezone the property at 103 E. Grand River from C-2 to C-1.

Motion by Roeser, supported by Fitzsimmons, to make a recommendation to City Council to rezone the property located at 103 E. Grand River Ave. (300-050-000-175-00) from C-2 to C-1. All in favor. Approved.

Chair Grapentien opened the Public Hearing to consider an amendment to the Rindlehaven TND PUD to remove a 10-acre parcel for rezoning related to potential development of an Elderly Housing Facility by The Brook on a portion of the Rindlehaven Development at 7:07 P.M.

Mr. LeBlanc presented information on the request stating that the current TND PUD does provide for a much larger senior housing development at the east end of the Rindlehaven Development near Cutler Rd. The area proposed to be removed from the TND PUD is designated as commercial. Because the proposed Elderly Housing Facility is much smaller and in a different location than the one planned in the TND PUD in addition to the removal of the commercial portion of the development Mr. LeBlanc recommended the amendment be handled as a “major change”.

Mr. LeBlanc further noted he and City Manager Gorman had discussions with Mayberry Homes about amending the entire PUD but they were not in a position to do so at this time although they do envision making other changes.

Mr. LeBlanc stated that he recommends the approval of a recommendation to the City Council to amend the Rindlehaven TND PUD based on the following reasons (as outlined in his memo to the Planning Commission):

- The scale of the approved PUD has been shown to be overly ambitious.
- The planned commercial component on the subject property is determined to be infeasible and not in the best interest of the City and its business community.
- The amendment would open an opportunity for an elderly housing development that is needed by the community and is consistent with the mixed-use character envisioned by the City Master Plan for this area.
- An elderly housing project on this parcel would generate far less traffic than the uses proposed in the approved PUD plan and would add a potential customer base for nearby businesses.

Keith Cook, one of the original Rindlehaven developers, stated that when the Rindlehaven plan was developed it was the type of development desired by the City although it wasn't what he had foreseen. Because of the downturn in the economy the development did not happen. Mr. Cook further stated the development shouldn't have been a TND and the proposed use is part of what was originally planned.

Mrs. Weber asked if notices were sent.

Planning Commission Minutes  
May 8, 2019

Chair Grapentien stated that notices were mailed to property owners within a 300' radius of the proposed development and published in the newspaper.

Mrs. Weber stated that the proposed development could have a potential impact to her business and employees.

Mr. Carey stated the proposed development by The Brook would include 42 units, half of which would be independent living and half would be assisted living which would have some level of need but not memory care or nursing care. The building would be approximately 40,000 square feet.

Mr. Carey further stated The Brook has built 11 elderly housing facilities to date and does not take the investments of others lightly. They have selected Portland as a #1 attractive community to build in after an extensive review of the area. They feel there is a demand for these services without taking away substantial business from others already in the area. They believe all can thrive and that The Brook would be a good addition to the community.

Mrs. Weber asked how many of their facilities are licensed.

Mr. Carey stated they operate by state exemption because of mandated acuity levels that allow them to operate under the exemption.

There was continued discussion around state licensing.

Chair Grapentien closed the Public Hearing at 7:34 P.M.

Chair Grapentien stated that he was on the Planning Commission when the existing Rindlehaven TND PUD was approved. He appreciates the work that went into it; if the plan had been developed, he feels it would have supported the commercial area that was included. He further stated his feeling that there should be something put in place to address the rest of the TND PUD as is expected to take place going forward.

Mr. LeBlanc stated that even if these 10 acres are taken out of the PUD any further development has to come back to the Planning Commission for approval. As has been previously presented to the Planning Commission, Mayberry Homes has been planning the 2<sup>nd</sup> phase of its development, any changes to their plan will not happen unless the current PUD is amended and will follow the same process as is happening now. They can not do anything that deviates from the current plan without Planning Commission and City Council approval.

Motion by Williamson, supported by Fitzsimmons, to recommend the amendment to the Rindlehaven TND PUD to remove a 10-acre parcel for rezoning related to potential development of an Elderly Housing Facility to the City Council for approval.  
All in favor. Approved.

Planning Commission Minutes  
May 8, 2019

Chair Grapentien opened the Public Hearing to consider a proposed rezoning, from the TND PUD to R-3, related to the potential development of an Elderly Housing Facility by The Brook on a portion of the Rindlehaven Development at 7:41 P.M.

There was no public comment.

Chair Grapentien closed the Public Hearing at 7:42 P.M.

Mr. LeBlanc noted the criteria the Planning Commission needs to consider for rezoning as outlined in Section 42-33 (b)(2) of the Zoning Ordinance.

Mr. LeBlanc stated that he recommends the approval of a recommendation to the City Council to approve the rezoning to R-3, multi-family residential, based on the following reasons (as outlined in his memo to the Planning Commission):

- The rezoning request satisfies the criteria of Section 42-33 (b)(2).
- The R-3 zoning district permits a range of uses that would be compatible with the existing and planned development on the surrounding property.
- As noted in the Master Plan, there is an expressed need for alternate housing choices in the City that would be allowed in the R-3 district.

Motion by Fitzsimmons, supported by Culp, to recommend the proposed rezoning, from TND PUD to R-3, to the City Council for approval.

All in favor. Approved.

Chair Grapentien opened the Public Hearing to consider a request for a Special Land Use Permit related to the potential development of an Elderly Housing Facility (Section 42-341) by The Brook on a portion of the Rindlehaven Development at 7:48 P.M.

Mr. LeBlanc stated that Elderly Housing is permitted in the R-3 district with the approval of the Planning Commission; but would be contingent on the rezoning of the property by the City Council. Pursuant to the Zoning Enabling Act, if all criteria are met then the request must be approved.

Mr. LeBlanc presented the criteria that must be met per the City of Portland Zoning Ordinance, as outlined in his memo to the Planning Commission. Per Section 42-341 (p)(1), the applicant will have to verify the total number of parking spaces provided and, if deficient, must add the necessary number to meet the requirement. Per Section 42-341 (p)(4), all units in the building shall have a minimum of 450 square feet per unit. The applicant has not submitted floor plans as part of the preliminary site plan. Compliance with this requirement must be assured. Per Section 42-341 (p) (5) a covered drop-off and pick-up area shall be provided on-site in close proximity to the main entrance and walkways shall be provided from the main building to the sidewalk along the adjacent street. A covered drop-off area at the front entrance is shown on the preliminary site plan but there is no indication whether sidewalks are proposed.

Mr. LeBlanc stated his recommendation that the Planning Commission approve the Special Land Use Permit subject to the following (as outlined in his memo to the Planning Commission):

Planning Commission Minutes  
May 8, 2019

- Approval is conditioned on obtaining a rezoning of the site to R-3 by the City Council;
- All special use requirements of Section 42-341 (p) be satisfied, especially 1), 4), and 5), as noted; and
- A complete final site plan, as required by Section VI of the Zoning Ordinance, be submitted for review and approval prior to any construction.

Ms. Gress, site engineer for The Brook, stated that in regard to the parking issue under Section 42-341 (p)(1), the current site plan shows 54 parking spaces. Nine more parking spaces have been added to meet the requirement.

Mr. Carey provided information on 42 units included in the facility. Ten of the units are studio units that are 416 square feet. He stated that per Section 42-341 (p)(4) all units must be 450 square feet but the ordinance does not consider a building that has congregate or communal living space. He stated that each building has 6,000 square feet that is designated to communal living. Mr. Carey proposed that splitting the amount of communal living space to each of the units would make each of them over 600 square feet. He stated his feeling that this would be a fair interpretation of the ordinance and noted that it would be a substantial burden, substantial cost to change the plans for the building design.

Mrs. Weber expressed concerns with the proposed development by The Brook. She stated that they should have signed and sealed plans as she was required to for her development of the Portland Assisted Living and Memory Center. She further stated the request for a Special Land Use Permit should be denied as the development must be adequately serviced with public facilities. She stated that the development would be more than City's ambulance and utility services can handle and will result in increased costs to City residents. She also stated that this is an unlicensed facility that will create unfair competition with her local licensed facility. She asked if the City has considered these issues and if the City can accommodate a development of this size. She also asked if this development will result in increased taxes to City residents.

City Manager Gorman stated that the preliminary site plan presented tonight is only for the purpose of the Special Land Use Permit. The full site plan review will be held at the June 12, 2019 Planning Commission meeting and will address all of the issues laid out by Mrs. Weber.

Mr. LeBlanc noted that the "use" would be approved tonight but the development is still subject to site plan review at the next Planning Commission meeting.

There was discussion regarding the process, infrastructure, and the use of the property.

City Manager Gorman explained that this process is similar to what Mrs. Weber went through for her development, which also required rezoning.

Mrs. Weber asked about the ambulance service.

City Manager Gorman noted the City of Portland is one of few municipalities that has its own ambulance department with three ambulances in its fleet and excellent response times. Many communities have to contract these services out.

Planning Commission Minutes  
May 8, 2019

Mrs. Weber asked about the requirement that “no exceptions” can be made in the approval of the Special Land Use Permit request.

Chair Grapentien explained, in reference to the 450 square foot minimum per unit requirement, that the Zoning Ordinance allows shared use of space. For example, in the instance of parking spaces, it is allowable to consider sharing spaces in order to meet parking space requirements. Using the common areas in the proposed development by The Brook supports the 450 square foot requirement. This is a zoning tactic used in other area of the Zoning Ordinance. He stated that in his opinion, this requirement is met.

Council Member Fitzsimmons noted that the Planning Commission can not look at competition in making its decisions, they much use the guidelines that are laid out in the Zoning Ordinance. He stated how great the Portland Assisted Living and Memory Center looks, the new addition looks nice. He further stated his feeling that competition allows choices and brings more positive development. Council Member Fitzsimmons stated his belief that the proposed location is a great area for this type of facility, and that all of businesses like this in Portland will thrive. There are a lot of positive things happening in Portland, he wants to see everyone thrive and be successful.

Mr. Olson, resident at Rindlehaven, stated that the exit onto Grand River Ave. is becoming quite dangerous at Rowe Ave. He is concerned about elderly drivers at this intersection.

Chair Grapentien stated that the original Rindlehaven TND PUD included addressing the traffic at a certain point in the development.

City Manager Gorman stated that this is a very valid concern. A substantial road project on Grand River Ave. from the City limits to the East to Rowe Ave. is being planned. Options are being considered for that intersection along Grand River Ave.

Chair Grapentien closed the Public Hearing at 8:21 P.M.

The Planning Commission considered the request for a Special Land Use related to the potential development of an Elderly Housing Facility by The Brook on a portion of the Rindlehaven Development.

Motion by Williamson, supported by Fitzsimmons, to approve the Special Land Use Permit related to the potential development of an Elderly Housing Facility by The Brook on a portion of the Rindlehaven Development contingent on obtaining a rezoning of the site to R-3 by the City Council, all special use requirements of Section 42-341 (p) be satisfied, especially (1), (4), and (5), and a complete final site plan, as required by Article VI of the Zoning Ordinance, be submitted for review and approval prior to any construction.

All in favor. Approved.

City Manager Gorman explained the Redevelopment Ready Communities (RRC) Program through the Michigan Economic Development Corporation (MEDC). He noted that the Planning

Planning Commission Minutes  
May 8, 2019

Commission has undertaken some sophisticated development over the past several years; and has been successful.

City Manager Gorman further explained that the Michigan Main Street Program is now requiring communities to be involved with RRC in order to receive funding, this has forced some honest discussion among the DDA Board. He further provided information on the implications of participating or not participating with RRC.

Council Member Fitzsimmons provided feedback on the recent meeting with the MEDC regarding the RRC program. City Manager Gorman, Mayor Barnes, DDA Chair Grimminck, and DDA/Main Street Director ConnerWellman were all a part of this meeting with representatives of both the MEDC and RRC programs.

Council Member Fitzsimmons stated that the City Council and Planning Commission have been functioning well in terms of development and has received many compliments on what has been accomplished. He stated that he personally takes it as an insult when they say they could help improve, but don't actually in what way. He also stated the City doesn't have the manpower to implement the requirements of being an RRC community. He stated his feeling that this program does not make sense for Portland and the City should keep doing what we're doing.

City Manager Gorman stated that ongoing reporting is required from RRC communities. He stated that he keeps asking representatives of RRC how the investment of resources will lead to more development but hasn't gotten any concrete answers.

There was continued discussion.

City Manager Gorman stated that the Fiscal Year 2019/2020 Budget will undertake looking at the City's Master Plan. Due to the cost the completion of the Zoning Audit is on the "wish list" to be completed when possible.

City Manager Gorman stated that results of survey that was conducted for a potential broadband project showed a very favorable "take rate" despite the competition in the area. The City will now look at potential administrative processes, funding options, and try to anticipate potential problems.

City Manager Gorman stated that he is still looking at marketing options for the Cutler Rd. property.

Under Planning Commission Member Comments, Member Williamson noted that he has done extensive research on RRC and didn't find anything that showed their results. He stated his belief it would be ridiculous to become an RRC community.

Council Member Fitzsimmons stated his feeling that he would like to pass for now and reevaluate in a couple of years.

Motion by Williamson, supported by Roeser, to adjourn the meeting at 8:59 P.M.

Planning Commission Minutes  
May 8, 2019

All in favor. Approved.

Respectfully submitted,

---

Jason Williamson, Secretary

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
MAY 2019**

<u><b>Calls for Service</b></u>		<u><b>Other Functions</b></u>	
Dispatched	105	Subpoena Service	1
Patrol Originated	12	PBT's	29
Follow Up Complaints	42	Special Events	4
Assist to PPD	21	School Contacts (general)	13
Assist to Fire / EMS	18	Training	9
Assist Other Depts	9	Administrative	227

<u><b>Traffic Stops</b></u>		<u><b>Other</b></u>	
Total Stops	163	Physical Business Checks	
Traffic Citations	76	Interior	130
Verbal Warnings	133	Exterior	297
Parking Citations	1	Patrol Contacts	628

**Arrests (Excluding Juvenile Apprehensions)**

Misdemeanor Persons	9
Misdemeanor Charges	13
Felony Persons	2
Felony Charges	2

*Noteworthy:*

Officer Listerman and Officer Goggins trained management and employee staff from the Portland Library (May 6th) and Portland Products (May 31st) in ALICE. ALICE is active shooter training designed to "teach individuals and organizations to how to proactively handle the threat of an aggressive intruder or active shooter event"; the ALICE acronym means "Alert, Lockdown, Inform, Counter, Evacuate".

The Portland Police Department along with the Ionia County Sheriff's Department conducted a "Seatbelt Enforcement Zone" at the intersection of Charlotte Hwy / E Bridge St. using funds from a grant provided by the Office of Highway and Safety Planning (OHSP). 13 traffic citations were issued and one arrest was made by Portland PD officers during this enforcement zone.

*Con't Next Page:*

**PORTLAND POLICE DEPARTMENT**  
**STATISTICAL INFORMATION**  
**MAY 2019**

On May 22, 2019, Officer Smith observed a female driver who appeared to be smoking marijuana while driving through the OHSP Seatbelt Zone described above. The female was driving towards an elementary school when she was stopped and issued a misdemeanor citation for consumption of marijuana while driving.

Chief Thomas and Officer Listerman each have fraud investigations that are running collectively with law enforcement jurisdictions in Kent, Gratiot, and Isabella counties. Two Portland businesses were victims of fraudulent events and lost sums totalling nearly \$5,000.00.

Officer Smith investigated a complaint of a suspicious subject passed out in a parked motor vehicle of a local business on May 2, 2019. The person was investigated together by Officer Smith and Portland Ambulance paramedics and found to be in possession of methamphetamine. The subject was subsequently arrested for possession of methamphetamine and lodged at the Ionia County Jail.

City Of Portland  
Water Department  
Monthly Water Report  
May 2019

Monthly Water Production

Well #4	6,177,000 Gallons
Well #5	0 Gallons
Well #6	4,027,000 Gallons
Well #7	12,000 Gallons

Daily Water Production

Well #4	199,258 Gallons
Well #5	0 Gallons
Well #6	129,903 Gallons
Well #7	387 Gallons

Daily Average Water Production for All Wells

329,548 Gallons

Total Water Production for the Month

10,216,000 Gallons

Total Water Production for the Previous Month

10,575,000 Gallons

Total Production decreased by

359,000 Gallons

Total Production for This Month from the Previous Year

11,269,000 Gallons

Total Production decreased by

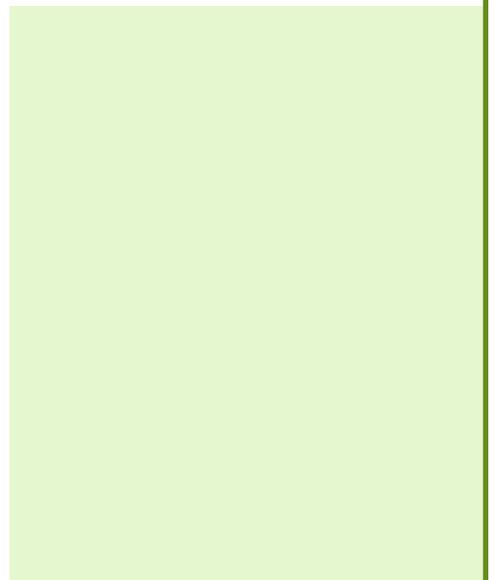
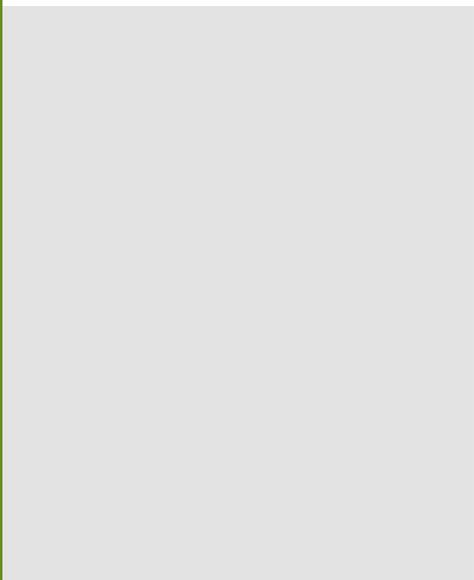
1,053,000 Gallons

Rodney D. Smith Jr.  
Water Technician



# The City of Portland Operations & Maintenance Report

May 2019





June 11, 2019

S. Tutt Gorman, City Manager  
City of Portland  
259 Kent Street  
Portland, MI 48775

**RE: May 2019 Monthly Operations and Maintenance Report**

Dear Mr. Gorman:

Attached is our Monthly Operation Report for the operation of the Wastewater Treatment Plant for the month of May 2019.

All information and data used to compile this report is available for your review. If you have any questions, please contact us. My phone number is 517.977.6107.

Sincerely,

**F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.**

A handwritten signature in black ink, appearing to read "Chris Munson", with a long horizontal line extending to the right.

Chris Munson  
**Sr. Project Manager**

# CONTENTS

<b>ADMINISTRATIVE</b> .....	<b>2</b>
<b>ACTION ITEMS</b> .....	<b>2</b>
<b>WASTEWATER MAINTENANCE</b> .....	<b>2</b>
<b>OPERATIONS</b> .....	<b>2</b>
<b>SAFETY TRAINING</b> .....	<b>3</b>
<b>WORK PERFORMED ON THE COLLECTION SYSTEM</b> .....	<b>3</b>
<b>EMERGENCY ALARM CALL- OUTS</b> .....	<b>3</b>
<b>OPERATIONAL AND MAINTENANCE EXPENSES</b> .....	<b>3</b>
<b>DAILY FLOW SUMMARY</b> .....	<b>4</b>

## **APPENDIX “A”** MONTHLY OPERATING REPORT

## **APPENDIX “B”** BIOSOLIDS CORRECTIVE ACTION PLAN CORRESPONDENCE LETTER

# ADMINISTRATIVE REPORT

## ADMINISTRATIVE

The May 2019 Discharge Monitoring Report (DMR) has been submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The wastewater treatment plant (WWTP) had no exceedances of the National Pollutant Discharge (NPDES) Permit throughout the month of May 2019. The average influent flow was 381,000 gallons per day. The maximum influent flow of 416,000 gallons occurred May 4, 2019. The Monthly Operating Report (MOR) is located in **Appendix “A”**.

FVOP submitted the Corrective Action Plan to EGLE pertaining to the biosolids audit that was performed in August 2018. We are pleased to inform you that they have approved the plan. We were able to save the City approximately \$8,000.00 to \$10,000.00 by being able to verify the measurement of the biosolids through the process, thus eliminating the need to install a flow meter. The Corrective Action Plan correspondence that was submitted to EGLE is located in **Appendix “B”**.

## ACTION ITEMS

- We recommend having a sludge storage capacity study performed by engineering firm. The best management practice is to have at least 180 days of sludge storage capacity, since the land application of biosolids process is so weather dependent.
- We have had two (2) variable frequency drives (VFD's) experience complete failure already during the 2019 year. The current VFD's at the WWTP were installed during the most recent upgrade in 2012 and are nearing the end of their useful life span, of approximately five (5) to ten (10) years. The City will need to begin budgeting for the replacement of these in the near future due to their age.
- It is also recommended that a qualified electrical company come on site yearly and clean each individual motor control center bucket and perform infrared testing of electrical components. These maintenance procedures can possibly extend the life of electrical items by detecting issues before complete failure happens.

## WASTEWATER MAINTENANCE

Maintenance was completed throughout the period in accordance with the City's current computerized maintenance management system (CMMS.) FVOP is currently creating an updated CMMS using Antero Allmax software. Once the new CMMS is implemented, completed work order notes will be included in the monthly WWTP report.

- Staff replaced the wear plates and changed the oil on the sludge feed pump on the sludge thickener.
- Wolverine Power was on site to perform the annual maintenance on the emergency generators at the WWTP, Canal Street Lift Stations, and Cutler Road Lift Station.
- FVOP and the City operators cleaned out the hoppers on the equalization tanks due to being clogged with debris.
- UIS SCADA was on site to perform the bi-annual maintenance of the Motorola SCADA Systems at the WWTP, Canal Street Lift Station, Cutler Road Lift Station, and Riverside Lift Station.
- Oudbier Instruments was on site to calibrate the gas monitoring system in the headworks building and to address the Blower #2 VFD faults we were receiving. They concluded the VFD was inoperable and needed to be replaced.

## OPERATIONS

- Michigan AgriBusiness Solutions was on site and land applied 163,000 gallons of biosolids in May 2019.
- FVOP updated the standard operating procedures (SOP's) for laboratory analysis. We also updated the Quality Assurance/Quality Control (QAQC) Program that is required in the Code of Federal Regulations (CFR) Part 40. The QA/QC program assists in validating the analytical results of the analysis performed in the WWTP laboratory per the National Pollutant Discharge Elimination (NPDES) permit.
- FVOP also implemented a SOP for testing alarms on the Motorola SCADA Cruise System once per week. This will help mitigate possible violations or possible sanitary sewer overflows due alarm system failure.

## SAFETY TRAINING

The following safety training was completed throughout May 2019:

- Hazard Communication
- Foot protection
- Fall protection
- Hand Protection
- Hearing protection.
- Working in Cold Weather

## WORK PERFORMED ON THE COLLECTION SYSTEM

The following collection system tasks were completed throughout May 2019:

- Staff used the push camera to inspect a resident's sewer lateral at N. Virginia on May 15, 2019. We recommended the resident have the lateral cleaned due to moderate root intrusion at twenty-three (23) feet through one hundred-ten feet (110) feet.
- 3,290 feet of sanitary sewer main were cleaned throughout the period.
- Forty-Six (46) Miss Digs were completed throughout the period.

## EMERGENCY ALARM CALL- OUTS

We received three (3) after hours alarm call outs during May 2019.

- Staff received an alarm for a Blower #2 failure 12:35 A.M on May 13, 2019. Upon arrival staff determined the blower's VFD was in fault due to a phase output loss. The blower oil level and belts were inspected and VFD alarm was reset. The overall plant operations were also checked over before departing.
- Staff received an alarm for a Cutler Road Lift Station lag pump failure at 1:00 P.M. May 18, 2019. When staff arrived on site both pumps were operating normally. Staff did inspect the pumps and found that the voltages and amperage were the same on both pumps. The floats were pulled, cleaned, and manipulated to force both pumps to turn on to check for proper operation. Staff remained on site to watch the pumps cycle before departing.
- Staff received an alarm for Blower #2 failure 10:30 A.M on May 21, 2019. The blower was taken out of service and locked out and tagged out. Staff called Oudbier Instruments onsite to troubleshoot the issue. Oudbier Instruments determined that the blower's VFD's failing and needs to be replaced.

## OPERATIONAL AND MAINTENANCE EXPENSES

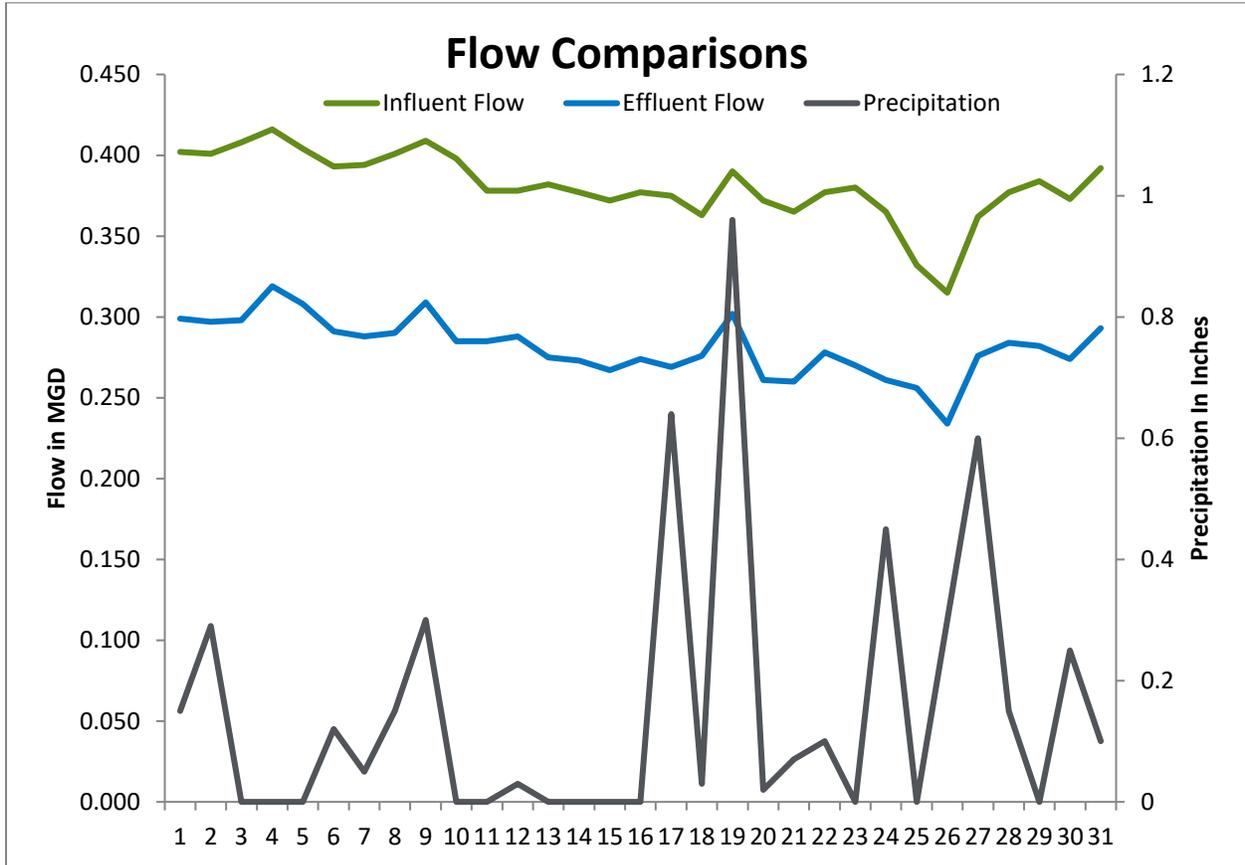
The following expenses were accrued during the month of May 2019:

### Operational & Maintenance Expenses for 2018-2019 Fiscal Year

Date	Vendor	Item	C cost
05.01.2019	McAllister CAT	Trash Pump Rental	\$901.00
05.01.2019	USA Bluebook	Hose Fitting & Adapters	\$63.05
05.02.2019	Wolverine Power Supply	Annual Generator Maintenance	\$2,773.76
05.06.2019	Family Farm & Home	Lawn Mower Blade & Round-Up	\$32.98
05.13.2019	Michigan AgriBusiness	Land Application of Biosolids	\$8,190.00
05.09.2019	USA Bluebook	Lift Station Pad Locks	\$30.98
05.16.2019	Pleune Service Company	Repair of MUA-1	\$718.00
05.16.2019	UIS SCADA	Bi-Annual SCADA System Maintenance	\$1,395.00
05.20.2019	Polydyne	3 Drums of Polymer	\$1,886.36
05.21.2019	Oudbier Instruments	Gas Monitor & Blower #2 Troubleshooting	\$658.40
05.28.2019	Tom's Food Center	Tubing for Ferrous Feed	\$17.00
<b>Total Monthly Expenses</b>			<b>\$16,666.53</b>
<b>Year to Date Expenses</b>			<b>\$72,316.48</b>

## DAILY FLOW SUMMARY

The wastewater flow was monitored using the facility's influent and effluent flow meters. The chart below shows the flow readings for the month of May 2019. The average influent flow during the period was 381,000 gallons per day and the average effluent flow during the period was 281,000 gallons per day. We had seventeen (17) days of precipitation which totaled 4.76 inches. The influent flow is higher than the effluent flow due to recycle flows that are metered twice.



## APPENDIX "A"



May 2019

**FINAL EFFLUENT**

DAY	CBOD -5					T.S.S					v.s.s	TOTAL PHOSPHORUS			pH	DO	FECAL		AMMONIA		
	mg/l	mg/l	lbs/day	lbs	%	mg/l	mg/l	lbs/day	lbs	%		mg/l	mg/l	lbs/day			%	su	mg/l	COLIFORM	NITROGEN
		7-day		7-day	Rem.		7-day		7-day	Rem.							Rem.			cts/100 ml	7-day
	Avg		Avg			Avg		Avg									GEO				
1															7.3	7.5	40				
2	3.2		7.9		99	2.8		6.9		98	2	0.895	2.2	82					1.760	4.4	
3																					
4																					
5																					
6																					
7	4.2	3.7	10.1	9.0	99	4.8	3.8	11.5	9.2	98	2.4	1.045	2.5	84	7.2	7.2	42	41	2.49	6.0	
8	2.5	3.3	6.0	8.0	99	2.0	3.2	4.8	7.8	99	1.2	0.895	2.2	87	7.2	7.0	42	42	1.41	3.4	
9	2.3	3.0	5.9	7.4	99	3.7	3.5	9.5	8.6	97	2.4	1.160	3.0	80	7.2	7.1	74	51	8.61	22.2	
10		3.0		7.4			3.5		8.6									51			
11		3.0		7.4			3.5		8.6									51			
12		3.0		7.4			3.5		8.6									51			
13		3.0		7.4			3.5		8.6									51			
14	3.7	2.8	8.4	6.8	99	1.2	2.3	2.7	5.7	100	0.8	0.457	1.0	91	6.5	7.4	42	51			
15	2.6	2.9	5.8	6.7	99	1.0	2.0	2.2	4.8	99	0.4	0.510	1.1	90	7.3	7.3	42	51			
16	2.5	2.9	5.7	6.6	99	2.0	1.4	4.6	3.2	99	0.4	0.560	1.3	90	7.2	7.5	15	30	0.17	0.4	
17		2.9		6.6			1.4		3.2									30			
18		2.9		6.6			1.4		3.2									30			
19		2.9		6.6			1.4		3.2									30			
20		2.9		6.6			1.4		3.2									30			
21	3.3	2.8	7.2	6.2	99	4.0	2.3	8.7	5.2	97	1.6	0.567	1.2	89	7.2	6.4	47	31			
22	2.2	2.7	5.1	6.0	99	1.6	2.5	3.7	5.7	99	0.6	0.752	1.7	85	7.2	6.5	37	30			
23	3.7	3.1	8.3	6.9	99	1.6	2.4	3.6	5.3	99	1.2	0.886	2.0	85	7.1	6.7	7	23	0.19	0.4	
24		3.1		6.9			2.4		5.3									23			
25		3.1		6.9			2.4		5.3									23			
26		3.1		6.9			2.4		5.3									23			
27		3.1		6.9			2.4		5.3									23			
28	2.8	2.9	6.6	6.7	99	4.0	2.4	9.5	5.6	96	3.6	1.000	2.4	80	7.3	5.4	68	26			
29	2.6	3.0	6.1	7.0	99	2.4	2.7	5.6	6.2	99	1.2	1.213	2.9	78	7.4	5.5	<120	22			
30	2.8	2.7	6.4	6.4	99	2.4	2.9	5.5	6.9	98	1.2	1.110	2.5	89	7.3	6.6	92	79	0.18	0.4	
31		2.7		6.4			2.9		6.9									79			
M/M															7.4			79			
TL																					
GA																		38			
ME	3.0		6.9		99	2.6		6.1		98	1.5	0.85	2.0	85		6.8			2.1	5.3	
WGA																					
WA																					
M/M = Maximum/Minium; TL = Total; GA = Geometric Average; ME = Mean Average; WGA = Weighted Geometric Average; WA = Weighed Avg.																					
REMARKS:																					

Total pounds are the multiplication of the monthly average by the number of days in the month.



City of Portland, MI

May 2019

**ACTIVATED SLUDGE**

DAY	Aeration Volume	Detent. Time	CRT Days	Organic Loading	MLSS	MLVSS	SETT.	SVI	DO	AIR SUPPLY	RASS	RASVS	WAS	WAS	Return Flow
	KCF	Hours		F/M	mg/l	mg/l	%		mg/l	CuFt./D	g/100 ml	g/100 ml	gal	lbs	(RAS)
1	24	5.9	3.4		3195	2377	42	131	1.8	1.44	0.6619	0.4763	25.14	1388	0.331
2	24	5.7	4.8	0.30	3207	2039	36	112	4.5	1.44	0.5834	0.3968	20.56	1000	0.351
3	24	5.6	4.8		3089		38	123	4.4	1.44	0.4805		24.10	966	0.355
4	24	5.5	6.6		2840		38	124	3.6	1.44	0.4815		16.00	643	0.366
5	24	5.6	8.3		3393		37	109	4.0	1.44	0.4729		15.51	612	0.365
6	24	5.8	5.0		3275		40	122	2.7	1.44	0.5718		20.64	984	0.350
7	24	5.8	5.3	0.30	3228	2354	44	136	3.4	1.44	0.5325	0.3905	20.66	918	0.348
8	24	5.7	4.2	0.23	3339	2462	47	141	3.4	1.44	0.6087	0.4413	23.38	1187	0.348
9	24	5.6	5.3	0.21	3282	2430	41	125	4.6	1.44	0.5376	0.3934	20.66	926	0.358
10	24	5.7	4.5		3490		39	112	2.5	1.44	0.6019		23.18	1163	0.362
11	24	5.8	11.8		3536		42	119	3.8	1.44	0.6331		8.50	449	0.365
12	24	5.8	11.1		3658		42	115	3.6	1.44	0.7014		8.40	491	0.357
13	24	5.8	4.7		3764		53	141	4.0	1.44	0.6315		22.50	1185	0.355
14	24	5.8	5.9	0.33	3386	2456	48	142	4.0	1.44	0.4929	0.3619	21.01	863	0.358
15	24	5.9	5.4	0.33	3251	2330	48	148	3.8	1.44	0.5014	0.3439	21.50	899	0.352
16	24	5.9	4.4	0.32	2949	2058	44	149	4.1	1.44	0.5339	0.4024	22.58	1006	0.352
17	24	5.9	4.9		2807		40	142	4.7	1.44	0.4578		22.53	860	0.353
18	24	6.1	7.8		2649		39	147	4.6	1.44	0.5082		12.00	509	0.340
19	24	5.9	10.5		2647		44	166	4.3	1.44	0.3514		12.81	375	0.340
20	24	6.0	4.7		2841		45	158	3.2	1.44	0.5077		21.39	906	0.340
21	24	6.1	4.5	0.30	2794	2104	41	147	3.0	1.44	0.5365	0.4113	20.63	923	0.334
22	24	6.0	5.2	0.32	2623	1955	39	149	4.2	1.44	0.4307	0.3278	21.01	755	0.343
23	24	5.9	5.7	0.48	2587	2014	35	135	3.8	1.44	0.3613	0.2784	22.56	680	0.352
24	24	5.9	3.9		2522		35	139	4.8	1.44	0.5117		22.49	960	0.357
25	24	6.3	12.2		2245		35	156	4.7	1.44	0.3927		8.40	275	0.346
26	24	6.7	12.2		2435		36	148	4.0	1.44	0.4232		8.42	297	0.325
27	24	6.4	16.9		2553		36	141	3.8	1.44	0.3229		8.40	226	0.311
28	24	6.0	7.1	0.34	2881	2273	39	135	3.3	1.44	0.5051	0.3915	14.45	609	0.339
29	24	5.9	4.3	0.25	2985	2318	39	131	3.1	1.44	0.5393	0.4216	22.88	1029	0.349
30	24	6.0	4.9	0.25	2615	2028	32	122	3.8	1.44	0.4397	0.3170	21.83	801	0.345
31	24	5.8	6.5		2665		29	109	3.5	1.44	0.3556		20.73	615	0.343
TL													574.84	24499	10.791
ME	24	5.9	6.7	0.30	2991	2228	40	135	3.8	1.44	0.5055	0.3824	18.54	790	0.348
	REMARKS:														

Total lbs are figured by multiplying the monthly average by the number of days in the month.

May 2019

**MISCELLANEOUS DATA**

DAY	OUTFALL	GRIT	NAT.	ELECT.	ELECT.	ELECT.	ELECT	FERROUS	Polymer
	OBSERVATION		GAS	WWTP	Riverside	Canal	Cutler	CHLORIDE	Sludge
					Lift Stat.	Lift Stat.	Lift Stat.		Thickener
	yes/no	cf	cf	kwh	kwh	kwh	kwh	lbs	lbs
SF				1					
1			17	136				17	23.0
2	yes		23	136	63	10		17	22.0
3			19	120				17	26.0
4			15	136				17	17.0
5			13	120				17	17.0
6			15	120				17	20.0
7	yes	54.0	16	136				17	24.0
8	yes		16	128	145	25	103	30	32.0
9	yes		17	136				30	30.0
10			18	120				30	32.0
11			18	112				24	11.0
12			25	136				24	11.0
13			25	128	56		96	24	33.0
14	yes	40.5	18	120				24	29.0
15	yes		12	112	20	44		17	26.0
16	yes		14	136				15	27.0
17			11	120	15	8	21	15	24.0
18			10	120			17	15	10.0
19			13	120				15	11.0
20			16	128	43	21		15	21.0
21	yes	40.5	14	120	8	5		15	21.0
22	yes		11	112				15	22.0
23	yes		9	120			60	15	26.0
24			13	128				15	27.0
25			8	104				15	4.0
26			10	104				15	6.0
27			11	120				15	7.0
28	yes	40.5	10	112	175	31		15	14.0
29	yes		14	128				15	23.0
30	yes		10	88				15	22.0
31			11	152				15	22.0
<b>TL</b>		175.5	452.0	3808	525	144	297	562	640.0
<b>ME</b>		43.9	15	123	66	21	59	18	20.6
	REMARKS:								

Total lbs are figured by multiplying the monthly average by the number of days in the month.

Plant Manager: Chris Munson

City of Portland, MI

May 2019

**DIGESTER BIOSOLIDS**

	RAW SLUDGE						BIOSOLIDS							
	Amt.	Percent	Digester	Digester	PH	TEMP.	SLUDGE	PH	T. S.	V. S.	VA/TA	VOLATILE	GAS	
	Pumped	Total	% Vol.	Loading			TEMP.				RATIO	SOLIDS	Produced	
	gal	Solids	Solids	lbs/1000 cuft.		C.	C.		%	%		REDUCTION	CuFt X 100	
SF														
DAY														
1	3264												31	
2	2571	5.1	75	0.05	7.1	13.1	30.4	7.1	1.4	59	0.04	52	31	
3	3008												30	
4	1677												26	
5	1714												26	
6	2334	5.4	75	0.05	6.9	15.0	27.4	7.0	1.5	59	0.18	52	27	
7	2407												29	
8	3245												38	
9	2188										0.22		37	
10	2917												32	
11	857												24	
12	1130												23	
13	3191												24	
14	2607	5.1	74	0.05	6.9	16.2	27.2	7.0	1.3	60	0.12	47	26	
15	2516												33	
16	2589	5.1	75	0.05	7.1	17.9	27.6	7.0	1.5	62		46	33	
17	2370												29	
18	1240												27	
19	1313												18	
20	1969												19	
21	2079	5.8	77	0.05	7.1	16.6	27.4	6.9	1.6	62	0.05	51	30	
22	2170												28	
23	1750	6.2	78	0.05	7.0	18.0	27.7	7.0	1.3	59	0.08	59	22	
24	2115												30	
25	456												17	
26	802												17	
27	638												17	
28	1568												15	
29	2206												25	
30	1933	5.6	76	0.04	7.2	17.7	27.7	7.1	1.3	59	0.05	55	26	
31	1750												21	
TL	62574												811	
ME	2024	5.5	76	0.05	7.0	16.4	27.9	7.0	1.4	60		52	26	
REMARKS:	Loading Rate = .02 -.10 lb/cu. ft.													

Digester Volume:  
 Primary: 14700  
 Secondary: 14700

Process Pattern:  
 Primary, Secondary, Land Application

City of Portland, MI

May 2019

**SOLIDS DISPOSAL**

DAY	SUPERNATANT							BIOSOLIDS DISPOSAL				SITE #	DRY TONS APPLIED.
	AMT.	PH	TOTAL	VOL.	SUSP.	Phosp.	PHOSP.	SOLIDS	AMOUNT	TOTAL	VOL.		
			SOLIDS	SOLIDS	SOLIDS			TO BED	HAULED	SOLIDS	SOLIDS		
	gal.		%	%	mg/l	mg/l	lbs	lbs	gal	%	%		
1	3731							0.0					
2	2665							0.0					
3	2132							0.0					
4	10176							0.0					
5	3198							0.0					
6	2670							0.0					
7	1599							0.0					
8	2938							0.0					
9	11223							0.0					
10	8795							0.0					
11	1866							0.0					
12	1866							0.0					
13								0.0	163,800			20-5872	
14								0.0					
15								0.0					
16								0.0					
17								0.0					
18								0.0					
19								0.0					
20								0.0					
21								0.0					
22								0.0					
23								0.0					
24								0.0					
25								0.0					
26								0.0					
27								0.0					
28	3731							0.0					
29	4797							0.0					
30								0.0					
31	4264							0.0					
<b>TL</b>	61920							0.0	163800				
<b>ME</b>	346,021												

Supernatant to drying beds or storage tank and cycled back to plant headworks.  
 Biosolids to farm land and landfill.

## APPENDIX “B”





May 21, 2019

Ms. Cindy A. Sneller  
Senior Environmental Quality Analyst  
Grand Rapids District Office  
350 Ottawa Avenue, NW  
Grand Rapids, MI 49503

**RE: City of Portland WWTP, NPDES MIG570220 Corrective Plan of Action per the Biosolids Audit Correspondence**

Dear Ms. Sneller:

The City of Portland is proposing the following corrective plan of action plan be taken for increasing biosolids storage capacity, replacing the recirculation pumps involved in the biosolids process, and biosolids measurement redundancy.

During your recent site visit on March 6th, 2019, we discussed the biosolids capacity. The City's WWTP appears to have at least 140 day of biosolids storage capacity. Please see **Appendix "A"** for location and approximate capacity of the storage tanks.

1. In the Capital Improvements Plan (CIP) a biosolids capacity study by an engineering firm is recommended.

We are working with three companies to address the concern of the age of the recirculation pumps. The companies were unable to requisition replacement parts for the pumps and are providing the following approaches for repair and /or replacement. The City will use the most feasible approach for the recirculation pumps should one be rendered inoperable.

1. Utilize a machine shop to fabricate replacement parts for the recirculation pumps.
2. Replace the inoperable recirculation pump, knife and check valves with equipment, that has equivalent specifications as the current pumps and valves.

Currently the City does have the required redundancy with regard to the recirculation pumps and digester recirculation system. Replacement is regarded as future capital improvement. Prioritization of the aging equipment is being assessed through the SAW Grant process an Asset Management Planning exercise currently underway at the WWTP.

We discussed the measurement of biosolids through the processes during your site visit. We currently have three (3) methods to determine biosolids feed to the primary digester.

2960 Lucerne Drive SE, Suite 100  
Grand Rapids, MI 49546  
P: 616.588.2900  
6.977.1005  
[www.fv-operations.com](http://www.fv-operations.com)

1. Displacement- The primary digester operates as a pass-through tank. For every gallon pumped into the primary digester a gallon of digested sludge flows to the secondary digester. By measuring this displacement in tank depth, we can calculate the actual gallons pumped. We record the inches the floating cover on secondary digester raises each day. One (1) inch is approximately 533 gallons.
2. Feed flow can also be calculated using the waste activated sludge (WAS) flow meter that records the amount WAS that is fed to thickener wet well. The WAS meter is calibrated yearly by a qualified technician. The filtrate from the dewatering process also has a flow meter that measures the amount filtrate returned to the headworks. It is also calibrated yearly by a qualified technician. By subtracting the WAS flow to the thickener from the filtrate flow and correcting for wash water addition we can account for the volume of feed sludge sent to the digester.
3. We record the thickened sludge pumps number of starts and run time each day. We calculate the amount of sludge fed to the primary digester by the volume of the hopper and the starts of the thickened sludge pump. Please see **Appendix "B"** for the excel sheet that figures the calculation of sludge fed to the primary digester.

There are additional accurate ways the volume of feed sludge can be estimated; we feel the three (3) methods as described above are sufficient to quantify these values. If you have any questions or need further information, please contact me at (517) 977-6107.

Sincerely,

**F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.**



Chris Munson  
Project Manager

## APPENDIX "A"





Biotank- 20,000 Gals. of Sludge Storage

Cl<sub>2</sub> Chlorine Contact Chamber- Sludge Storage 13,000 Gals.

8 Drying Beds- 100ft x 20ft (0.75ft) of usable sludge storage

EQ Sludge Storage- 24,000 Gals.

EQ Sludge Storage- 24,000 Gals.

Secondary Digester- 108,000 Gals. of Sludge Storage

## APPENDIX “B”





## Portland EO Report



**District:** Portland

Portland Summary							
Program	Applications Count	kWh Goal	kWh Savings	% to Goal	Incentive Budget	Incentives	% to Budget
<b>C&amp;I</b>	<b>4</b>	<b>107,552</b>	<b>67,144</b>	<b>62.43%</b>	<b>\$15,838</b>	<b>\$5,072</b>	<b>32.02%</b>
MPPA - Custom Program - 2019	2	36,832	1,224	3.32%	\$5,533	\$95	1.72%
MPPA - Prescriptive Program - 2019	2	70,720	65,920	93.21%	\$10,305	\$4,977	48.29%
<b>Residential</b>	<b>23</b>	<b>99,664</b>	<b>16,640</b>	<b>16.70%</b>	<b>\$15,960</b>	<b>\$3,014</b>	<b>18.88%</b>
MPPA - Appliance Recycling - 2019	2	2,424	2,079	85.77%	\$563	\$100	17.76%
MPPA - High Efficiency Products and HVAC - 2019	18	5,627	13,386	237.89%	\$2,479	\$2,855	115.17%
MPPA - Residential Lighting - 2019	3	91,613	1,175	1.28%	\$12,918	\$59	0.45%

### Program Summary

Customer	Status Date	kWh Savings	Incentive
<b>C&amp;I</b>		<b>67,144.47</b>	<b>\$5,072.10</b>
<b>Batched</b>			
City Of Portland - 773 E. Grand River Ave. (Custom PLaceholder)		0.00	\$0.00
Bootu Partners - 220 Kent St.	03/21/2019	3,349.00	\$258.68
<b>Work In Progress</b>			
Encompass - 180 Kent St.	04/02/2019	1,224.00	\$95.40
Arby's Restaurant - 1651 E Grand River	05/16/2019	62,571.47	\$4,718.02
<b>Residential</b>		<b>16,639.79</b>	<b>\$3,013.67</b>

<b>Batched</b>			
DENNIS GOFF - 1007 JAMES ST	02/01/2019	1,254.10	\$265.00
Diane Huhn - 100 Blossom Dr-2	02/01/2019	122.10	\$65.00
Glen Simon - 9697 Barnes Rd	02/15/2019	730.00	\$150.00
Jayne Graham - 625 Kent Street	02/15/2019	1,026.09	\$225.00
Joan Trumble - 818 Marshall Street	02/15/2019	836.41	\$165.00
JOHN BLASCHKA - 812 DETROIT STREET	02/15/2019	730.00	\$150.00

Richard Clark - 920 Green St	02/15/2019	1,254.10	\$260.00
RYAN JOHNSTON - 410 JAMES ST	02/15/2019	592.50	\$32.11
Joel Bigelow - 9304 Marsalle	02/22/2019	106.41	\$10.00
RICHARD THOLE - 214 JAMES ST (2)	02/22/2019	456.00	\$10.56
Claud Huhn - 7548 Friend Rd (3)	03/08/2019	730.00	\$150.00
Daryl B Johnson - 815 Maynard Road (#03898083)	03/08/2019	836.41	\$160.00
Linda Vanderstow - 221 S Virginia Ave	03/08/2019	836.41	\$160.00
Susie A Smith - 416 Canal St	03/21/2019	836.41	\$160.00
TAYLOR PRATT - 358 QUARTERLINE ST	04/19/2019	1,254.10	\$260.00
Nick Bengel - 9078 Briar Ridge Ct-2	04/26/2019	467.39	\$150.00
Sue VanLente - 8151 Diane Dr-2	04/26/2019	126.20	\$16.00
CONNIE MALLEK - 104 BLOSSOM DR-2	05/10/2019	84.90	\$40.00
Luke Simon - 252 Elm St	05/10/2019	944.00	\$50.00
HAILEY TENHARMSSEL - 916 RIVERSIDE DR	05/17/2019	1,132.50	\$235.00
Jim Lakin - 120 Blossom Dr	05/17/2019	1,135.00	\$50.00
Herb Mosser - 300 Donna Drive	05/31/2019	16.30	\$15.00
Tom Manting - 1037 Marshall St - 2	05/31/2019	1,132.50	\$235.00

### Component Detail

#### C&I

#### Account No. Component

Account No.	Component	Total Qty	kWh/Unit	kWh Savings	Incentive/Unit	Incentive
<b>Batched</b>						
01-01100-5	<b>Bootu Partners - 220 Kent St.</b>					
	<b>Total Project Cost: \$2,495.00</b>					
	<b>Install Complete: 2/11/2019</b>					
	<i>Interior Linear Fluorescent - Demand Only - MPPA 2019</i>	1,320	0.00	0.00	0	0.00
	<i>Interior Linear Fluorescent to LED - MPPA 2019</i>	2,746	1.00	2,746.00	0.08	219.68
	<i>LED Exit Sign - MPPA 2019</i>	3	201.00	603.00	13	39.00

#### Work In Progress

10-07500-1	<b>Arby's Restaurant - 1651 E Grand River</b>					
	<b>Total Project Cost:</b>					
	<b>Install Complete: 1/1/0001</b>					
	<i>Cooler Strip Curtains - MPPA 2019</i>	21	85.00	1,785.00	5	105.00
	<i>ECM Walk-In Cooler/Freezer - MPPA 2019</i>	2	1,365.00	2,730.00	100	200.00
	<i>Exterior HID to LED - MPPA 2019</i>	3,101	4.32	13,391.00	0.35	1,085.18
	<i>Freezer Strip Curtains - MPPA 2019</i>	21	454.00	9,534.00	25	525.00

Garage/24 Hour HID to LED - MPPA 2019	76	8.76	666.00	0.6	45.60
Interior Linear Fluorescent - Demand Only - MPPA 2019	312	0.00	0.00	0	0.00
Interior Linear Fluorescent - Demand Only - MPPA 2019	140	0.00	0.00	0	0.00
Interior Linear Fluorescent - Demand Only - MPPA 2019	4,216	0.00	0.00	0	0.00
Interior Linear Fluorescent - Demand Only - MPPA 2019	540	0.00	0.00	0	0.00
Interior Linear Fluorescent to LED - MPPA 2019	1,987	1.00	1,987.00	0.08	159.00
Interior Linear Fluorescent to LED - MPPA 2019	892	1.00	892.00	0.08	71.34
Interior Linear Fluorescent to LED - MPPA 2019	26,856	1.00	26,856.00	0.08	2,148.47
Interior Linear Fluorescent to LED - MPPA 2019	4,730	1.00	4,730.00	0.08	378.43

01-01600-8 **Encompass - 180 Kent St.**

**Total Project Cost:**

**Install Complete: 1/1/0001**

Lighting			1,224.00		95.40
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**Residential**

**Account No. Component**

		Total Qty	kWh/Unit	kWh Savings	Incentive/Unit	Incentive
<b>Batched</b>						
13-05000-1	<b>Claud Huhn - 7548 Friend Rd (3)</b>					
	<b>Total Project Cost: \$5,097.00</b>					
	<b>Install Complete: 1/22/2019</b>					
	High Efficiency Furnace >=95% w/ ECM Blower Motor - MPPA 2019	1	730.00	730.00	150	150.00
13-15700-1	<b>CONNIE MALLEK - 104 BLOSSOM DR-2</b>					
	<b>Total Project Cost: \$2,614.48</b>					
	<b>Install Complete: 4/25/2019</b>					
	ENERGY STAR Dishwasher - Elec Water Heater - MPPA 2019	1	25.00	25.00	15	15.00
	ENERGY STAR Refrigerators Freezers - Bottom Freezer - MPPA 2019	1	59.90	60.00	25	25.00
11-00500-1	<b>Daryl B Johnson - 815 Maynard Road (#03898083)</b>					
	<b>Total Project Cost: \$5,188.23</b>					
	<b>Install Complete: 2/11/2019</b>					
	High Efficiency Furnace >=95% w/ ECM Blower Motor - MPPA 2019	1	730.00	730.00	150	150.00
	Programmable Thermostat - MPPA 2019	1	106.41	106.00	10	10.00
04-02100-2	<b>DENNIS GOFF - 1007 JAMES ST</b>					
	<b>Total Project Cost: \$7,900.00</b>					
	<b>Install Complete: 12/3/2018</b>					
	Central Air Conditioner - 16 SEER - MPPA 2019	1	417.69	418.00	100	100.00
	High Efficiency Furnace >=95% w/ ECM Blower Motor - MPPA 2019	1	730.00	730.00	150	150.00

	<i>Programmable Thermostat - MPPA 2019</i>	1	106.41	106.00	10	10.00
	<i>Programmable Thermostat Difference</i>	1		0.00		5.00
13-15500-3	<b>Diane Huhn - 100 Blossom Dr-2</b>					
	<b>Total Project Cost: \$2,229.30</b>					
	<b>Install Complete: 11/25/2018</b>					
	<i>ENERGY STAR Dishwasher - Elec Water Heater - MPPA 2019</i>	1	25.00	25.00	15	15.00
	<i>ENERGY STAR Electric Clothes Dryer - MPPA 2019</i>	1	37.20	37.00	25	25.00
	<i>ENERGY STAR Refrigerators Freezers - Bottom Freezer - MPPA 2019</i>	1	59.90	60.00	25	25.00
18867100	<b>Glen Simon - 9697 Barnes Rd</b>					
	<b>Total Project Cost: \$5,965.00</b>					
	<b>Install Complete: 1/18/2019</b>					
	<i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i>	1	730.00	730.00	150	150.00
10-02600-3	<b>HAILEY TENHARMSSEL - 916 RIVERSIDE DR</b>					
	<b>Total Project Cost: \$9,595.00</b>					
	<b>Install Complete: 5/8/2019</b>					
	<i>Central Air Conditioner - 15 SEER - MPPA 2019</i>	1	296.09	296.00	75	75.00
	<i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i>	1	730.00	730.00	150	150.00
	<i>Programmable Thermostat - MPPA 2019</i>	1	106.41	106.00	10	10.00
08-05100-1	<b>Herb Mosser - 300 Donna Drive</b>					
	<b>Total Project Cost: \$629.99</b>					
	<b>Install Complete: 5/10/2019</b>					
	<i>ENERGY STAR Dishwasher - Gas Water Heater - MPPA 2019</i>	1	16.30	16.00	15	15.00
07-12300-1	<b>Jayne Graham - 625 Kent Street</b>					
	<b>Total Project Cost: \$10,798.00</b>					
	<b>Install Complete: 12/21/2018</b>					
	<i>Central Air Conditioner - 15 SEER - MPPA 2019</i>	1	296.09	296.00	75	75.00
	<i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i>	1	730.00	730.00	150	150.00
13-16600-3	<b>Jim Lakin - 120 Blossom Dr</b>					
	<b>Total Project Cost:</b>					
	<b>Install Complete: 4/24/2019</b>					
	<i>Refrigerator Recycling - MPPA 2019</i>	1	1,135.00	1,135.00	50	50.00
11-16600-2	<b>Joan Trumble - 818 Marshall Street</b>					
	<b>Total Project Cost: \$6,084.00</b>					
	<b>Install Complete: 11/28/2018</b>					
	<i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i>	1	730.00	730.00	150	150.00
	<i>Programmable Thermostat - MPPA 2019</i>	1	106.41	106.00	10	10.00
	<i>Thermostat difference</i>	1		0.00		5.00

12-08400-2	<b>Joel Bigelow - 9304 Marsalle</b> <b>Total Project Cost: \$450.00</b> <b>Install Complete: 1/25/2019</b> <i>Programmable Thermostat - MPPA 2019</i>	1	106.41	106.00	10	10.00
08-09300-2	<b>JOHN BLASCHKA - 812 DETROIT STREET</b> <b>Total Project Cost: \$9,187.00</b> <b>Install Complete: 11/20/2018</b> <i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i>	1	730.00	730.00	150	150.00
07-073200-2	<b>Linda Vanderstow - 221 S Virginia Ave</b> <b>Total Project Cost: \$5,369.00</b> <b>Install Complete: 2/4/2019</b> <i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i> <i>Programmable Thermostat - MPPA 2019</i>	1	730.00	730.00	150	150.00
		1	106.41	106.00	10	10.00
06-02400-8	<b>Luke Simon - 252 Elm St</b> <b>Total Project Cost:</b> <b>Install Complete: 4/24/2019</b> <i>Freezer Recycling - MPPA 2019</i>	1	944.00	944.00	50	50.00
12-01200-1	<b>Nick Bengel - 9078 Briar Ridge Ct-2</b> <b>Total Project Cost: \$9,800.00</b> <b>Install Complete: 4/12/2019</b> <i>Central Air Conditioner - 17 SEER - MPPA 2019</i>	1	467.39	467.00	150	150.00
08-01001-1	<b>Richard Clark - 920 Green St</b> <b>Total Project Cost: \$9,660.00</b> <b>Install Complete: 1/10/2019</b> <i>Central Air Conditioner - 16 SEER - MPPA 2019</i> <i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i> <i>Programmable Thermostat - MPPA 2019</i>	1	417.69	418.00	100	100.00
		1	730.00	730.00	150	150.00
		1	106.41	106.00	10	10.00
03-09000-1	<b>RICHARD THOLE - 214 JAMES ST (2)</b> <b>Total Project Cost: \$10.56</b> <b>Install Complete: 2/11/2019</b> <i>LED A-line 800-1099 Lumen output replacing Inc/Hal - MPPA Res Ltg 2019</i>	16	28.50	456.00	4	64.00
03-06900-2	<b>RYAN JOHNSTON - 410 JAMES ST</b> <b>Total Project Cost: \$32.11</b> <b>Install Complete: 11/3/2018</b> <i>LED Candelabra &lt;= 5W - MPPA Res Ltg 2019</i>	25	23.70	593.00	4	100.00
13-07700-1	<b>Sue VanLente - 8151 Diane Dr-2</b> <b>Total Project Cost: \$27.52</b> <b>Install Complete: 10/22/2018</b> <i>LED A-line 1100-1599 Lumen output replacing Inc/Hal - MPPA Res Ltg 2019</i> <i>LED A-line 800-1099 Lumen output replacing Inc/Hal - MPPA Res Ltg 2019</i>	2	34.60	69.00	4	8.00
		2	28.50	57.00	4	8.00

07-16700-1	<b>Susie A Smith - 416 Canal St</b>					
	<b>Total Project Cost: \$3,500.00</b>					
	<b>Install Complete: 3/12/2019</b>					
	<i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i>	1	730.00	730.00	150	150.00
	<i>Programmable Thermostat - MPPA 2019</i>	1	106.41	106.00	10	10.00
09-05700-4	<b>TAYLOR PRATT - 358 QUARTERLINE ST</b>					
	<b>Total Project Cost: \$13,407.77</b>					
	<b>Install Complete: 4/9/2019</b>					
	<i>Central Air Conditioner - 16 SEER - MPPA 2019</i>	1	417.69	418.00	100	100.00
	<i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i>	1	730.00	730.00	150	150.00
	<i>Programmable Thermostat - MPPA 2019</i>	1	106.41	106.00	10	10.00
11-15400-2	<b>Tom Manting - 1037 Marshall St - 2</b>					
	<b>Total Project Cost: \$7,610.00</b>					
	<b>Install Complete: 5/15/2019</b>					
	<i>Central Air Conditioner - 15 SEER - MPPA 2019</i>	1	296.09	296.00	75	75.00
	<i>High Efficiency Furnace &gt;=95% w/ ECM Blower Motor - MPPA 2019</i>	1	730.00	730.00	150	150.00
	<i>Programmable Thermostat - MPPA 2019</i>	1	106.41	106.00	10	10.00

# IONIA COUNTY BOARD OF COMMISSIONERS

June 11, 2019 -3:00 p.m.

Board of Commissioners Room  
Ionia County Administrative Building  
101 W Main St. Ionia MI

## AGENDA

- 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. **Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
  - B.
- VII. **Unfinished Business**
  - A.
- VIII. **New Business**
  - A. Approval of L-4029, Millage Request Report
  - B. Approval of Hazardous Materials Emergency Preparedness Planning Grant
  - C. Resolution for Intergovernmental Agreement with West Michigan Regional Medical Consortium for Homeland Security
  - D. Review of the City of Ionia Master Plan
  - E. Approval of agreement with KKzo LLC and Ionia County Health Department
  - F. Request to fill two part-time Animal Shelter Kennel Assistants
  - G. Request to hire Substitute Home Delivered Meals Driver for Commission on Aging
  - H. Request to hire Site Hostess Coordinator of Clarksville meal site for Commission on Aging
  - I. Request to create two full-time In-Home Aide positions for Commission on Aging
  - J.

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

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

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

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

**XII. Closed Session**

- A. Review and discuss attorney/client privilege written opinion pursuant to MCL 15.268(h)

**XIII. Adjournment**

**Board and/or Commission Vacancies**

- Board of Public Works – One three-year term expiring January 2021.
- Construction Board of Appeals – Two two-year terms, expiring October 2019. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three-year term expiring April 2020.
- Parks Advisory Board – One two-year term, serving as a Member-at-Large from the Lyons Area. One two-year term serving from Ionia County Road Commission.
- West Michigan Regional Planning Commission – Two one-year terms, expired December 2018.
- Tax Advisory Board – One –one year term expiring 2020

**Appointments for consideration in the month of June 2019:** None

**Appointments for consideration in the month of July 2019:** None

**Ionia County Board of Commissioners**  
**Audit Committee Agenda**  
**Friday, June 14, 2019 – 3:30 p.m.**

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes – May 28, 2019 minutes
4. Public Comment
5. Review draft 2018 Audit Report
6. Adjourn

**Ionia County Board of Commissioners  
Committee-of-the-Whole**

**June 18, 2019 - 3:00 p.m.  
Board of Commissioners room – 3<sup>rd</sup> floor  
Ionia County Administrative Building  
101 W. Main St.**

**AGENDA**

- 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. Unfinished Business
  - A.
- VII. New Business
  - A. Department Reports
    - 1. Sheriff Department
    - 2. Prosecutor's Office
- VIII. Reports of Officers, Board and Standing Committees
  - A. Chairperson
  - B. Commissioners
  - C. County Administrator
- IX. Reports of Special or Ad Hoc Committees
- X. Closed Session
  - A. Discussion with attorney regarding lawsuit Samuel Carmon v. County of Ionia
- XI. Adjournment