



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

7:00 P.M. Monday, May 16, 2022

City Council Chambers

City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u></b> (5-minute time limit per speaker)	
7:05 PM	<b>V. <u>City Manager Report</u></b>	
7:05 PM	<b>VI. <u>Presentations</u></b>	
7:20 PM	<b>A. Jon Moxey of Fleis &amp; VandenBrink – Parking Study</b>	
7:20 PM	<b>VII. <u>Public Hearing(s)</u></b>	
7:35 PM	<b>A. Public Hearing on the Proposed Budget for Fiscal Year 2022-2023</b>	
7:35 PM	<b>VIII. <u>Old Business</u></b> - None	
7:35 PM	<b>IX. <u>New Business</u></b>	
7:38 PM	<b>A. First Reading of Ordinance 175SS to Amend the City Zoning Map</b>	Decision
7:40 PM	<b>B. Proposed Resolution 22-42 to Adopt the City of Portland’s Annual Budget for Fiscal Year 2022-2023 and Capital Improvement Plan</b>	Decision
7:43 PM	<b>C. Proposed Resolution 22-43 Approving Increases to the Customer Charges for the Electric Department</b>	Decision
7:45 PM	<b>D. Proposed Resolution 22-44 Approving the Agreement Between the City of Portland and the City Employees Represented by the Police Officers Labor Council (POLC)</b>	Decision
7:45 PM		
7:48 PM	<b>X. <u>Consent Agenda</u></b>	Decision
7:48 PM	<b>A. Minutes &amp; Synopsis from the Regular City Council Meeting held on May 2, 2022 and the Budget Workshop Held on May 9, 2022</b>	
7:48 PM	<b>B. Payment of Invoices in the Amount of \$177,919.31 and Payroll in the Amount of \$114,340.73 for a Total of \$292,260.04</b>	
7:48 PM	<b>C. Purchase Orders over \$5,000.00</b>	
7:48 PM	1. Hutson, Inc. in the Amount of \$6,700.00 for a John Deere Z-Track Mower	
7:48 PM	2. Portland Area Fire Authority in the Amount of \$30,139.66 for 4 <sup>th</sup> Quarter Fire Services (April – June 2022)	

3. F&V Construction in the Amount of \$59,850.00 for Engineering Services for the Wastewater Treatment Plant Project

**Estimated  
Time**

**Desired  
Outcome**

**XI. Communications**

- A. Planning Commission Minutes for March 9, 2022
- B. Water Department Report for April 2022
- C. Police Department Report for April 2022
- D. Ionia County Board of Commissioners Agenda for May 10, 2022
- E. Ionia County Board of Commissioners Agenda for May 17, 2022
- F. MPSC Notice of Hearing for Consumers Energy

7:50 PM

**XII. Other Business – None**

7:55 PM

**XIII. City Manager Comments**

8:00 PM

**XIV. Council Comments**

8:05 PM

**XV. Adjournment**

Decision

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

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

**ORDINANCE NO. 175SS**

**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:

Rezone the properties located at 126 and 132 Riverside Dr. from C-1 Central Business Commercial District to R-2 Traditional Residential District. (300-260-000-130-00 and 300-260-000-135-00)

**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: May 16, 2022

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James E. Barnes, Mayor

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Monique I. Miller, City Clerk

Introduced: May 16, 2022

Adopted:

Published:

Effective:

## **CERTIFICATION**

I certify that the foregoing is a true and complete copy of Ordinance No 175SS, which was adopted by the Portland City Council at a regular meeting, held on June 6, 2022, which was conducted in accordance with the Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: June 6, 2022

\_\_\_\_\_  
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. 22-42**

**A RESOLUTION TO ADOPT THE CITY OF PORTLAND’S  
ANNUAL BUDGET FOR FISCAL YEAR 2022-2033 AND  
CAPITAL IMPROVEMENT PLAN**

**WHEREAS**, in accordance with the provisions of the City Charter, the City Manager submitted a recommended budget for the City of Portland, Michigan for the fiscal year commencing July 1, 2022 and ending June 30, 2023, to the City Council on May 2, 2022; and

**WHEREAS**, the City Council has considered the financial needs of the City of Portland for its efficient operations during the coming fiscal year and has reviewed the recommended budget submitted by the City Manager; and

**WHEREAS**, on May 16, 2022, the Council did, after proper notice and in accordance with the laws of the State of Michigan, conduct a public hearing on the proposed budget and on the proposed millage rate to be levied to support the proposed budget; and

**WHEREAS**, the Council has heard and considered all objections and comments on the proposed budget and millage rate to support the proposed budget made at the public hearing.

**NOW, THEREFORE BE IT RESOLVED**, that the expenditures for the fiscal year commencing July 1, 2022 and ending June 30, 2023 are hereby appropriated by the Portland City Council as follows:

101 - GENERAL FUND

Mayor and Council	\$ 25,285.00
Community Promotion	\$ 370,782.00
City Manager	\$ 211,189.00
Elections	\$ 10,550.00
General Administration	\$ 449,118.00
Assessor’s Department	\$ 53,562.00
City Hall	\$ 88,552.00
Economic Development	\$ 20,000.00
Police Department	\$ 808,075.00
Code Enforcement Zoning and Planning	\$ 46,091.00
Cemetery Department	\$ 207,173.00
Parks Department	\$ <u>211,703.00</u>

SUBTOTAL OF EXPENDITURES

FOR GENERAL FUND	\$ 2,502,080.00
105 - INCOME TAX FUND	\$ 1,117,034.00
202 - MAJOR STREET FUND	\$ 1,386,368.00
203 - LOCAL STREET FUND	\$ 373,483.00
208 - RECREATION FUND	\$ 108,646.00
210 - AMBULANCE FUND	\$ 862,466.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 161,640.00
520 - REFUSE COLLECTION FUND	\$ 151,050.00
582 - ELECTRIC DEPARTMENT FUND	\$ 5,358,336.00
590 - WASTEWATER DISPOSAL FUND	\$ 11,438,304.00
591 - WATER DEPARTMENT FUND	\$ 973,420.00
661 - MOTOR POOL FUND	\$ <u>508,828.00</u>

**GRAND TOTAL EXPENDITURES  
ALL FUNDS           \$ 24,941,705.00**

**BE IT FURTHER RESOLVED**, that the contributions "TO and FROM" for the fiscal year commencing July 1, 2022 and ending June 30, 2023 are hereby appropriated by the City Council as follows:

From General Fund	
To Motor Pool	\$ 20,000.00
From Income Tax	
To Major Street Fund	\$ 825,000.00
From Ambulance	
To Motor Pool	\$ 26,552.00
From Electric Fund	
To General Fund	\$ 178,000.00
From Wastewater Fund	
To General Fund	\$ 50,895.00
From Water Fund	
To General Fund	\$ 37,453.00

**GRAND TOTAL TRANSFERS**

**ALL FUNDS**

**\$ 1,137,900.00**

**BE IT FURTHER RESOLVED**, that the revenues for the fiscal year commencing July 1, 2022 and ending June 30, 2023 are estimated as follows:

101 - GENERAL FUND REVENUE	
Taxes	\$1,237,078.00
Licenses & Permits	\$ 92,600.00
Grants / Revenue Sharing	\$ 484,618.00
Charges for Services	\$ 338,026.00
Fines & Forfeits	\$ 30,200.00
Other	<u>\$ 319,558.00</u>
 SUBTOTAL OF REVENUES FOR GENERAL FUND	 \$ 2,502,080.00
 105 - INCOME TAX FUND	 \$ 805,400.00
150 - PERPETUAL CARE	\$ 4,500.00
202 - MAJOR STREET FUND	\$ 1,273,478.00
203 - LOCAL STREET FUND	\$ 288,239.00
208 - RECREATION FUND	\$ 82,646.00
210 - AMBULANCE FUND	\$ 804,680.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 324,535.00
520 - REFUSE COLLECTION FUND	\$ 152,550.00
582 - ELECTRIC DEPARTMENT FUND	\$ 4,766,525.00
590 - WASTEWATER DISPOSAL FUND	\$11,444,436.00
591 - WATER DEPARTMENT FUND	\$ 776,965.00
661- EQUIPMENT FUND	<u>\$ 349,467.00</u>
 <b>GRAND TOTAL REVENUES ALL FUNDS</b>	 <b><u>\$23,575,501.00</u></b>

**BE IT FURTHER RESOLVED**, that funds be appropriated from fund balances to balance the budget as follows:

101 - GENERAL FUND	\$ 0.00
105 - INCOME TAX FUND	\$ 311,634.00
202- MAJOR STREETS	\$ 112,890.00
203 -LOCAL STREET FUND	\$ 85,244.00
208- RECREATION	\$ 26,000.00
201- AMBULANCE	\$ 57,786.00
248 -DDA FUND	\$ 0.00



## **CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Portland, County of Ionia, State of Michigan, at a regular meeting held on May 16, 2022 and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976.

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

**City of Portland  
Capital Improvements Plan 2022-2028**

Project	Funding Source(s)	Fiscal Year Allocation (Estimated City of Portland Costs)						Total	Notes
		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28		
<b>Roadways (Streets, Sidewalks, Streetscapes, Storm Sewer &amp; Bridges)</b>									
Grand River Avenue Corridor Study	City Income Tax Fund, Major Street Fund	\$ 25,000	\$ 25,000					\$ 50,000	PLACEHOLDER ONLY - FOR DISCUSSION
PASER Study Update	City Income Tax Fund, Major/Local Street Funds	\$ 10,000						\$ 10,000	
Hill Street Improvements - Kent Street to Lincoln Street	City Income Tax Fund			\$ 300,000	\$ 300,000			\$ 600,000	Final scope and budget TBD
Kent Street Reconstruction - Academy to Grand River Avenue	MDOT Small Urban & TAP, Income Tax, DDA	\$ 650,000	\$ 750,000					\$ 1,400,000	\$750k MDOT Grant (FY2023), TAP TBD
James Street Improvements - Elm Street to Grant Street	City Income Tax Fund			\$ 250,000	\$ 250,000			\$ 500,000	Final scope and budget TBD
Divine Highway Bridge Replacement	MDOT Local Bridge, City Income Tax Fund	\$ 150,000	\$ 320,000	\$ 270,000				\$ 740,000	Funding application due May 2020
Rowe Avenue Reconstruction - Grand River Avenue to Rindلهaven Commons	City Income Tax Fund				\$ 250,000	\$ 250,000		\$ 500,000	
N & S Virginia Reconstruction - Kent Street to Kent Street	City Income Tax Fund					\$ 500,000	\$ 500,000	\$ 1,000,000	Design plus partial construction costs
Capital Preventative Maintenance (Crack Seal, Misc. Mill & Fill, Alleys, etc.)	City Income Tax Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000	
-- Identified Mill & Fill Priorities:									
James Street - Grand River Avenue to Elm Street								\$ -	
Cross Street - Ionia Road to Lyons Road								\$ -	
Bristle								\$ -	
East Street								\$ -	
Riverside Drive								\$ -	
W. Grand River Ave. - Water Street to City Limits								\$ -	
<b>Subtotal Roadways</b>		<b>\$ 885,000</b>	<b>\$ 1,145,000</b>	<b>\$ 870,000</b>	<b>\$ 850,000</b>	<b>\$ 800,000</b>	<b>\$ 550,000</b>	<b>\$ 5,100,000</b>	
<b>Water System</b>									
Wellhead Protection & Wellfield Study	EGLE, Water System Fund	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 60,000	EGLE Grant
Digital Weigh Scales at Well Nos. 4 & 6	Water System Fund							\$ -	Cost/scope to be confirmed
Water Department Pickup Truck Replacement	Water System Fund						\$ 40,000	\$ 40,000	
Replace Doors at Well No. 5	Water System Fund	\$ 5,000						\$ 5,000	Cost/scope to be confirmed
Set Aside for Water Main Directional Drill at Veteran's Memorial Bridge	Water System Fund	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000	Insulation to be addressed with bridge project
Water Service Line Material Inventory	Water System Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000	
Wellhouse No. 4 Upgrades (paint, siding, roofing, electrical, etc.)	Water System Fund		\$ 25,000					\$ 25,000	Cost/scope to be confirmed
Wellhouse No. 6 Upgrades (paint, roofing, etc.)	Water System Fund		\$ 25,000		\$ 10,000			\$ 35,000	Cost/scope to be confirmed
Wellhouse No. 6 Upgrades (roofing, etc.)	Water System Fund				\$ 10,000			\$ 10,000	Cost/scope to be confirmed
New Well	Water System Fund			initiate bond	\$ 100,000	\$ 500,000		\$ 600,000	Assumes new site, generator, etc.
Water Reliability Study	Water System Fund					\$ 80,000		\$ 80,000	
Hill Street Water Main Replacement - Kent Street to Lincoln Street	Water System Fund, City Income Tax Fund	\$ 140,000	\$ 140,000					\$ 280,000	With roadway improvements
Kent Street Water Main Replacement - Academy to Grand River Avenue	Water System Fund, City Income Tax Fund	\$ 20,000	\$ 150,000	\$ 50,000				\$ 220,000	With roadway improvements
James Street Water Main Replacement - Elm Street to Grant Street	Water System Fund, City Income Tax Fund			\$ 125,000	\$ 125,000			\$ 250,000	With roadway improvements
Rowe Avenue Water Main Replacement - Grand River Avenue to Rindلهaven	Water System Fund, City Income Tax Fund				\$ 60,000	\$ 60,000		\$ 120,000	With roadway improvements
N & S Virginia Water Main Replacement - Kent Street to Kent Street	Water System Fund, City Income Tax Fund					\$ 30,000		\$ 30,000	With roadway improvements
<b>Subtotal Water System</b>		<b>\$ 250,000</b>	<b>\$ 425,000</b>	<b>\$ 260,000</b>	<b>\$ 390,000</b>	<b>\$ 755,000</b>	<b>\$ 125,000</b>	<b>\$ 2,205,000</b>	

**City of Portland  
Capital Improvements Plan 2022-2028**

Project	Funding Source(s)	Fiscal Year Allocation (Estimated City of Portland Costs)						Total	Notes
		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28		
<b>Wastewater System</b>									
Hill Street Sewer Improvements - Kent Street to Lincoln Street	Sewage Disposal System Fund, Income Tax Fund			\$ 60,000	\$ 60,000			\$ 120,000	With roadway improvements
Kent Street Sewer Improvements - Academy Street to Grand River Avenue	Sewage Disposal System Fund, Income Tax Fund		\$ 120,000	\$ 120,000				\$ 240,000	With roadway improvements
James Street Sewer Improvements - Elm Street to Grant Street	Sewage Disposal System Fund, Income Tax Fund			\$ 200,000	\$ 200,000			\$ 400,000	With roadway improvements
Rowe Avenue Sewer Improvements - Grand River Avenue to Rindlehaven	Sewage Disposal System Fund, Income Tax Fund				\$ 25,000	\$ 25,000		\$ 50,000	With roadway improvements
N & S Virginia Sewer Improvements - Kent Street to Kent Street	Sewage Disposal System Fund, Income Tax Fund					\$ 400,000	\$ 400,000	\$ 800,000	With roadway improvements
New Vactor Truck	Sewage Disposal System Fund		\$ 450,000					\$ 450,000	
Wastewater Treatment Facility & Lift Station Improvements	Sewage Disposal System Fund	\$ 10,100,000						\$ 10,100,000	See Detailed FVOP Breakdown
Sanitary Sewer Cleaning & Televising	Sewage Disposal System Fund	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 60,000	
	<b>Subtotal Wastewater System</b>	<b>\$ 10,110,000</b>	<b>\$ 580,000</b>	<b>\$ 390,000</b>	<b>\$ 295,000</b>	<b>\$ 435,000</b>	<b>\$ 410,000</b>	<b>\$ 12,220,000</b>	
<b>Department of Public Works</b>									
New Leaf Vacuum	Major/Local Street Funds		\$ 125,000					\$ 125,000	
New Air Compressor	Major/Local Street Funds	\$ 25,000						\$ 25,000	
New Tractor	Major/Local Street Funds	\$ 7,000						\$ 7,000	
New Brush Chipper	Major/Local Street Funds	\$ 50,000						\$ 50,000	
New Loader	Major/Local Street Funds				\$ 150,000			\$ 150,000	
New Backhoe	Major/Local Street Funds			\$ 130,000				\$ 130,000	
New Snow Plow	Major/Local Street Funds					\$ 165,000		\$ 165,000	
Asphalt Roller	Major/Local Street Funds						\$ 30,000	\$ 30,000	
Skid Steer	Major/Local Street Funds				\$ 80,000			\$ 80,000	
Small Dump Truck	Major/Local Street Funds						\$ 80,000	\$ 80,000	
DPW Pickup Truck Replacement	Major/Local Street Funds		\$ 35,000					\$ 35,000	
DPW Facility - HVAC Improvements	Major/Local Street Funds			\$ 50,000				\$ 50,000	
Drying Bed for Catch Basin Debris	Major/Local Street Funds		\$ 25,000					\$ 25,000	
	<b>Subtotal Department of Public Works</b>	<b>\$ 82,000</b>	<b>\$ 185,000</b>	<b>\$ 180,000</b>	<b>\$ 230,000</b>	<b>\$ 165,000</b>	<b>\$ 110,000</b>	<b>\$ 952,000</b>	
<b>Electric &amp; Technology Systems</b>									
Misc. Replacement of Direct Buried XLP Wire	Electric, Light & Power System Fund	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	As needed
Substation at 723 E. Grand River Avenue	Electric, Light & Power System Fund	\$ 175,000	\$ 1,100,000	\$ 1,100,000				\$ 2,375,000	
Wolverine Transmission Line	Electric, Light & Power System Fund				\$ 500,000	\$ 500,000		\$ 1,000,000	
Misc. Transformer Improvements	Electric, Light & Power System Fund	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000	As needed
Used Bucket Truck	Electric, Light & Power System Fund	\$ -	\$ 175,000					\$ 175,000	
Kent Street Electric System Improvements	Electric, Light & Power System Fund		\$ 50,000					\$ 50,000	
AMI	Electric, Light & Power System Fund		\$ 500,000	\$ 500,000				\$ 1,000,000	
Municipal Dam Apron and Impoundment Improvement/Repair	Electric, Light & Power System Fund			\$ 50,000	\$ 50,000			\$ 100,000	
	<b>Subtotal Electric &amp; Technology Systems</b>	<b>\$ 200,000</b>	<b>\$ 1,950,000</b>	<b>\$ 1,775,000</b>	<b>\$ 675,000</b>	<b>\$ 625,000</b>	<b>\$ 125,000</b>	<b>\$ 5,350,000</b>	

**City of Portland  
Capital Improvements Plan 2022-2028**

Project	Funding Source(s)	Fiscal Year Allocation (Estimated City of Portland Costs)					Total	Notes	
		2022-23	2023-24	2024-25	2025-26	2026-27			2027-28
<b>Parks, Recreation &amp; Cemetery</b>									
Thompson Field - Canoe/Kayak Launch	MDNR, General Fund		\$ 10,000				\$ 10,000	Anticipates \$40k MDNR Passport Grant	
Cemetery - Convert Building to Natural Gas	General Fund			\$ 6,000			\$ 6,000		
Bogue Flats - Field 12u Outfield Fence Replacement	General Fund		\$ 6,000				\$ 6,000		
Cemetery - Fence Replacement, Phase 1	Perpetual Fund			\$ 20,000			\$ 20,000		
Two Rivers Park - Canoe/Kayak Launch	MDNR, General Fund		\$ 10,000				\$ 10,000	Anticipates \$40k MDNR Passport Grant	
Cemetery - Gator Vehicle Replacement	General Fund	\$ -	\$ 12,000				\$ 12,000		
River Trail Resurfacing - Cutler Road	General Fund			\$ 26,000			\$ 26,000		
Cemetery - Fence Replacement, Phase 2	Perpetual Fund			\$ 20,000			\$ 20,000		
Recreation Master Plan Update	Recreation Fund	\$ 8,000					\$ 8,000		
Bogue Flats Improvements	MDNR, General Fund				\$ 200,000		\$ 200,000	Anticipates \$300k MDNR Trust Fund Grant	
River Trail Resurfacing - East of Kent Street	General Fund			\$ 20,000			\$ 20,000		
Cemetery - Fence Replacement, Phase 3	Perpetual Fund				\$ 20,000		\$ 20,000		
Cemetery - Columbarium Installation	Perpetual Fund					\$ 20,000	\$ 20,000		
Community Lake Park - Trailhead Improvements	MDNR, General Fund			\$ 37,500			\$ 37,500	Anticipates \$112.5k MDNR Passport Grant	
Powers Park Improvements (fence replacement, dugout installation)	General Fund		\$ 40,000				\$ 40,000		
Brush Street Park - Basketball Court Improvements (Fence & Surface)	General Fund		\$ 20,000				\$ 20,000	\$10k for fence, budget for surface	
Alton Park - Basketball Court Improvements (Fence & Surface)	General Fund		\$ 20,000				\$ 20,000	\$10k for fence, budget for surface	
River Trail Resurfacing - Flats loop	General Fund	\$ 100,000					\$ 100,000		
Joe Tichvon Park Improvements	MDNR, General Fund				\$ 37,500		\$ 37,500	Anticipates \$112.5k MDNR Passport Grant	
Parks Department - Gator Vehicle Replacement	General Fund				\$ 15,000		\$ 15,000		
River Trail Resurfacing - Railtrail Lookingglass	General Fund				\$ 26,000		\$ 26,000		
Cemetery - Tractor Replacement	General Fund			\$ 15,000			\$ 15,000		
Parks Department - Replace 2007 Ford Ranger	General Fund				\$ 30,000		\$ 30,000		
Alton Park Improvements	MDNR, General Fund				\$ 37,500		\$ 37,500	Anticipates \$112.5k MDNR Passport Grant	
River Trail Resurfacing - Railtrail Flats	General Fund	\$ -					\$ 25,000	\$ 25,000	
Capital Preventative Trail Maintenance (Crack Seal, Misc. Mill & Fill, etc.)	General Fund	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 60,000	
<b>Subtotal Parks, Recreation &amp; Cemetery</b>		<b>\$ 118,000</b>	<b>\$ 128,000</b>	<b>\$ 154,500</b>	<b>\$ 376,000</b>	<b>\$ 30,000</b>	<b>\$ 35,000</b>	<b>\$ 841,500</b>	
<b>Parking</b>									
Development of 401 Grand River Avenue (Former ADM parcel)	General Fund		\$ 100,000				\$ 100,000	In conjunction with Divine Hwy Bridge	
<b>Subtotal Parking</b>		<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000</b>	

**City of Portland  
Capital Improvements Plan 2022-2028**

Project	Funding Source(s)	Fiscal Year Allocation (Estimated City of Portland Costs)					Total	Notes	
		2022-23	2023-24	2024-25	2025-26	2026-27			2027-28
<b>Ambulance</b>									
Ambulance 45 - Power Lift Cot & Mounting System	Ambulance Fund	\$ -		\$ 22,000				\$ 22,000	
New Ambulance (including cot mounting system & radio equipment)	Ambulance Fund			\$ 220,000				\$ 220,000	
Replace 3 Heart Monitors	Ambulance Fund				\$ 110,000			\$ 110,000	
	<b>Subtotal Ambulance</b>	\$ -	\$ -	\$ 242,000	\$ 110,000	\$ -		\$ 352,000	
<b>Police Department</b>									
Replace 2017 Ford Explorer (including equipment)	General Fund		\$ 55,000					\$ 55,000	
Replace 2020 Ford Interceptor	General Fund			\$ 55,000				\$ 55,000	
	<b>Subtotal Police Department</b>	\$ -	\$ 55,000	\$ 55,000	\$ -	\$ -	\$ -	\$ 110,000	
<b>Fire Authority</b>									
PAMA Building Improvements	General Fund, Danby/Portland Townships		\$ 750,000	\$ 750,000				\$ 1,500,000	40% City, 60% Townships
Fire Authority Funding -	General Fund							\$ -	See PAMA CIP for details
	<b>Subtotal Fire Authority</b>	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ -	\$ 1,500,000	
<b>City Hall</b>									
City Hall Facility Evaluation	General Fund							\$ -	
Boiler Replacement	General Fund		\$ 50,000					\$ 50,000	
Upstairs Renovations	General Fund				\$ 100,000			\$ 100,000	
Parking Lot Resurfacing	General Fund			\$ 50,000				\$ 50,000	
	<b>Subtotal City Hall</b>	\$ -	\$ 50,000	\$ 50,000	\$ 100,000	\$ -	\$ -	\$ 200,000	

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-43**

**A RESOLUTION APPROVING INCREASES TO THE  
CUSTOMER CHARGES FOR THE ELECTRIC DEPARTMENT**

**WHEREAS**, the City has utilized the services of Utility Consulting Group, LLC for over 30 years to monitor, review and evaluate the City's electric utility rates and make recommendations accordingly; and

**WHEREAS**, a rate study was performed by Utility Consulting Group, LLC in 2020/2021 and recommended that the customer charges be increased to support the operations of the City's electric utility; and

**WHEREAS**, the proposed customer charge increases to the Residential Service, General Service (commercial) and Large General Service (industrial) are attached hereto as Exhibit A.

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

1. The Portland City Council approves the proposed increase to the customer charges as presented 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:** May 16, 2022

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

# ELECTRIC RATE SCHEDULE

Effective July 1, 2022 – August 2022 Billing



## RESIDENTIAL SERVICE

- Monthly rate.** The monthly rate shall be as follows:  
*Customer Charge:* \_\_\_\_\_ @ ~~\$8.00~~\$12.00 per month  
    First 600 kWh or less: \_\_\_\_\_ @ \$0.1150 per kWh  
    Over 600 kWh: \_\_\_\_\_ @ \$0.1100 per kWh  
*Geothermal Discount:* \_\_\_\_\_ @ \$0.0130 per kWh  
\* Applies to usage between 601 kWh and 1,600 kWh, inclusive, during November—April
- Energy optimization cost recovery charge:**  
All kWh \_\_\_\_\_ @ \$0.00188 per kWh
- Monthly minimum.** The minimum monthly charge is ~~\$8.00~~\$12.00.
- Power cost adjustment.** The above rate shall be increased or decreased subject to the provisions of the city's power cost adjustment schedule PCA.

## GENERAL SERVICE "GS"

- Monthly rate.** The monthly rate shall be as follows:  
*Customer Charge:* \_\_\_\_\_ @ ~~\$15.00~~\$20.00 per month  
    First 1,000 kWh or less: \_\_\_\_\_ @ \$ 0.1380 per kWh  
    Next 1,000 kWh: \_\_\_\_\_ @ \$ 0.1240 per kWh  
    Over 2,000 kWh: \_\_\_\_\_ @ \$ 0.1140 per kWh
- Energy optimization cost recovery charge:**  
The energy optimization cost recovery charge is \$7.52 per meter per month.
- Monthly minimum.** The minimum monthly charge is ~~\$15.00~~\$20.00 plus the energy optimization cost recovery charge.
- Primary service.** A discount of two and two-tenths (2.2%) percent shall be applied to the charges in this schedule when primary metering is used.
- Power cost adjustment.** The above rates shall be increased or decreased subject to the provisions of the city's power cost adjustment schedule PCA.

## LARGE GENERAL SERVICE "LGS"

1. *Monthly rate.* The monthly rate shall be as follows:  
Customer Charge: \_\_\_\_\_ @ ~~\$20.00~~\$30.00 per month  
Demand Charge:  
All kW of Billing Demand \_\_\_\_\_ @ \$ 8.00 per kW  
Energy Charge:  
First 200 kWh per kW: \_\_\_\_\_ @ \$0.0920 per kWh  
Over 200 kWh per kW: \_\_\_\_\_ @ \$0.0780 per kWh
2. *Energy optimization cost recovery charge:*  
The energy optimization cost recovery charge is \$18.40 per meter per month.
3. *Monthly minimum.* The monthly minimum shall be the highest of the following:
  - a. Contract minimum PLUS the amount of the applicable energy optimization cost recovery charge; and
  - b. \$1.00 per KVA of transformer capacity plus the amount of the applicable energy optimization cost recovery charge; and
  - c. \$20.00 plus Demand charge plus the amount of the applicable energy optimization cost recovery charge.
4. *Primary metering.* A discount of two and two-tenths (2.2%) percent shall be applied to the charges in this schedule when primary metering is used.
5. *Billing demand.* The billing demand shall be based on the highest 15-minute KW measurements during the current month and the preceding 11 months. The billing demand shall be the greater of:
  - a. One hundred percent of the current actual demand; or
  - b. Sixty percent (60%) of highest demand occurring in the preceding 11 months.
6. *Power factor adjustment.* The customer agrees to maintain unity power factor as nearly as practicable. Where the average power factor of a customer's load is less than 0.800 lagging, the city may require the customer to install, at customer's expense, equipment to correct the power factor; or, the demand charge will be increased by the ratio that 0.800 bears to the customer's average power factor during the billing period.
7. *Power cost adjustment.* The above rates shall be increased or decreased subject to the provisions of the city's power cost adjustment schedule PCA.

## CUSTOMER GENERATION/NET METERING "CGNM"

1. *Monthly rate:*  
Customer Charge: @ \$20.00 per month  
Plus:  
The customer shall pay monthly in accordance with the city's standard applicable rate for usage where the net flow of electricity is from the city to the customer. Where, for a given billing period, the net flow of usage is from the customer to the city, resulting from excess generation, the customer shall be credited an amount equal to the amount of excess energy taken by the city times the average cost of wholesale purchased power supply cost during the month in which the excess generation occurred.

## SECURITY LIGHTING “SL”

1. *Monthly rate.* For each lamp with luminaire and an upsweep mast arm or other necessary brackets, controlled by photoelectric relay, where service is supplied from an existing wooden pole.

### *Mercury Vapor*

175—Watt \_\_\_@ \_\_\_\$6.35

400—Watt \_\_\_@ \_\_\_\$12.70

### *High Pressure Sodium*

100—Watt \_\_\_@ \_\_\_\$6.35

150—Watt \_\_\_@ \_\_\_\$7.35

250—Watt \_\_\_@ \_\_\_\$12.70

400—Watt \_\_\_@ \_\_\_\$14.15

1,000—Watt \_@ \_\_\_\$27.30

### *Metal Halide*

100—Watt \_\_\_@ \_\_\_\$6.65

175—Watt \_\_\_@ \_\_\_\$8.25

250—Watt \_\_\_@ \_\_\_\$13.25

400—Watt \_\_\_@ \_\_\_\$14.50

1,000—Watt \_@ \_\_\_\$27.30

1,500—Watt \_@ \_\_\_\$32.50

The charges above include facilities to be determined by the city.

2. *Additional facilities charge.* In the event facilities in addition to the basic facilities provided by the city and included in the above charges are required to provide requested service, the city will add monthly facilities charge to the monthly rates stated above. Additional facilities may include additional poles or variations of types of poles and/or fixtures. The additional monthly facilities charge shall be equal to 0.015 times the total cost of the facilities including installation that exceed the cost of the basic facilities included in the above stated rates. In lieu of the additional monthly facilities charge, a customer may elect to pay an up-front nonrefundable contribution-in-aid-of-construction equal to the additional cost of the facilities including installation that exceed the cost of the basic facilities included in the above stated rates.

## CITY STREET LIGHTING “CSL”

1. *Monthly rate.*

Energy Charge: All kWh @ \$0.083 per KWH

### POWER COST ADJUSTMENT “PCA”

1. *Each month the amount charged for electric energy sold by the city shall be increased or decreased in accordance with the following formula:*

$$PCA = (((Cost + or - Cor) / kWh P) - \$0.05353)/(1 - L)$$

Where:

PCA = The billing adjustment applied to kWh sales expressed as \$ 0.00000 per kWh.

Cost = The total of normalized wholesale purchased power supply Cost and related city generation expenses for the most previous three months.

Cor = A correction dollar amount equal to any over or under-recovery of Cost, as defined above, for prior periods.

kWh P = Total of the kWh purchased and generated for the most previous three months.

L = System losses for the most previous month.

### RENEWABLE ENERGY PURCHASES “REP”

1. *Monthly Rate:* The charge, in addition to the charges of the applicable rate, for all renewable energy is \$0.01 per kWh per month.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-44**

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

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

**WHEREAS**, after several meetings the City 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**, the City Manager recommends that the City Council approve the proposed agreement, a copy of which is attached as Exhibit A.

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

1. The Portland City Council approves the proposed agreement attached as Exhibit A and the City Manager is directed to prepare and the Mayor and City Clerk are authorized to sign the new agreement between the City and the City Employees represented by 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:** May 16, 2022

\_\_\_\_\_  
**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, 2022 to June 30, 2025]

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## **AGREEMENT**

This Agreement entered into as of the \_\_\_\_ day of May, 2022 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

New hires will be afforded forty (40) hours of vacation leave available at completion of Field Training. At their first anniversary date they will be given an additional forty (40) hours of vacation leave. Should the employee leave the Department prior to reaching their first year anniversary date the forty (40) hours initial advance will not be eligible to receive payment for any unused vacation leave.

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.

**Section 9.** Any employee assigned by the Chief to perform Field Training, for which the officer is qualified to perform, will receive an additional \$1.00 per hour while so assigned. Supervision can perform Field Training.

## **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, 2022, wages shall increase by three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2023, wages shall increase three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2024, wages shall increase by two and three quarter percent (2.75 %) 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 employee's 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 policies 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 fifty (50) 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, 2022, whichever date is later and continue in full force and effect until 11:59 PM on June 30, 2025. 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 \_\_\_\_\_, 2022.

CITY OF PORTLAND

POLICE OFFICERS LABOR COUNCIL  
PORTLAND POLICE DEPARTMENT UNIT

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

By \_\_\_\_\_  
Thomas Goggins, Chief Steward

By: \_\_\_\_\_  
Nikki Miller, City Clerk

By : \_\_\_\_\_  
Jason Smith. 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, 2022</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>	\$50,546	\$53,249	\$56,066	\$58,929	\$62,043	\$65,364
<b>Pay Grade 5</b>	\$24.30	\$25.60	\$26.95	\$28.33	\$29.83	\$31.43
<b>Sergeant</b>	\$55,013	\$57,898	\$60,967	\$64,196	\$67,563	\$71,090
<b>Pay Grade 6</b>	\$26.45	\$27.84	\$29.31	\$30.86	\$32.48	\$34.18

<b>Effective First Full Payroll Period After July 1, 2023</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>	\$52,063	\$54,846	\$57,748	\$60,697	\$63,905	\$67,325
<b>Pay Grade 5</b>	\$25.03	\$26.37	\$27.76	\$29.18	\$30.72	\$32.37
<b>Sergeant</b>	\$56,663	\$59,635	\$62,796	\$66,122	\$69,590	\$73,223
<b>Pay Grade 6</b>	\$27.24	\$28.67	\$30.19	\$31.79	\$33.46	\$35.20

<b>Effective First Full Payroll Period After July 1, 2024</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>	\$53,494	\$56,355	\$59,336	\$62,366	\$65,662	\$69,177
<b>Pay Grade 5</b>	\$25.72	\$27.09	\$28.53	\$29.98	\$31.57	\$33.26
<b>Sergeant</b>	\$58,221	\$61,275	\$64,523	\$67,941	\$71,504	\$75,236
<b>Pay Grade 6</b>	\$27.99	\$29.46	\$31.02	\$32.66	\$34.38	\$36.17

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: \_\_\_\_\_

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, May 2, 2022

In the City Council Chambers at City Hall  
259 Kent St., Portland, MI 48875

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Gorman; City Clerk Miller; DDA Director ConnerWellman

Guests: Kathy Parsons

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

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

Yeas: VanSlambrouck, Sheehan, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Gorman stated that work continues on design for the Kent St. Improvement Project. The parking study is being finalized and work has begun on the required easements. Obtaining the necessary easements will be quite time consuming and may result in the project being pushed back to 2024. The City also wants to allow adequate time to gather public feedback on the project.

Design work also continues on the Wastewater Treatment Plant Project. The design is close to the 90% completion point for a design review, which may take place at the June 6, 2022 City Council meeting.

Representatives of the Army Corps. of Engineers visited Portland on April 28, 2022 to evaluate potential flood conflicts. It was a very beneficial meeting.

Gerry Schneider, began work today with the City. He will be reading meters, and taking on some code related duties.

The Planning Commission will meet next week to consider a rezoning request for 126 and 132 Riverside Dr. and will continue review of the draft zoning revision.

City Manager Gorman further noted that he recently met with Bob Schroeder of Mayberry Homes to discuss the Rindlehaven property. There is still hope they will move forward to rezoning of the property so more homes can be constructed.

Under Presentations, DDA Director ConnerWellman presented the Downtown Report.

Under New Business, the City Council held the Second Reading and consideration of Ordinance 101M, to amend Chapter 40 of the Code of Ordinances to authorize the setting of various electric rates by resolution of the City Council as is done for the water and wastewater rates, rather than by revising the ordinance.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Ordinance 101M amending Chapter 40, Sections 40-213, 40-214, 40-215, 40-216, 40-217, 40-218, 40-219, 40-220, 40-221, 40-222, 40-225, 40-226 of Article IV “Electrical System” of the Code of Ordinances of the City of Portland in order to authorize the setting of various rates by resolution of the City Council.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-33 to approve the award of the Virginia Avenue Improvement Project to McKearney Asphalt & Sealing, Inc. in the amount of \$95,995.00. Virginia Avenue is in poor condition and has been rated accordingly by the City’s PASER Assessment.

Motion by Johnston, supported by Sheehan, to approve Resolution 22-33 approving the award of the Virginia Avenue Improvement Project to McKearney Asphalt & Sealing, Inc.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 22-34 to approve the recommendation to award various road repairs, along Grand River Ave. and Charlotte Hwy., to McKearney Asphalt & Sealing, Inc. in the amount of \$35,000.00.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-34 approving the award of various road repairs to McKearney Asphalt & Sealing, Inc.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-35 to approve the proposal in the amount of \$60,000.00 from Asphalt Restoration, Inc. to provide crack sealing services to extend the life of paved streets and roadways in the City of Portland.

Motion by Fitzsimmons, supported by Sheehan, to approve Resolution 22-35 approving the proposal from Asphalt Restoration, Inc. to provide crack sealing services for the City of Portland.

Yeas: Fitzsimmons, Sheehan, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 22-36 to approve the award of River Trail maintenance work in the amount of \$125,000.00 to McKearney Asphalt & Sealing, Inc.

Motion by VanSlambrouck, supported by Fitzsimmons, to approve Resolution 22-36 approving an award of River Trail maintenance work to McKearney Asphalt & Sealing, Inc.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-37 to approve a proposal in the amount of \$15,500.00 from Asphalt Restoration, Inc. to provide crack sealing services on the River Trail.

Motion by Sheehan, supported by Johnston, to approve Resolution 22-37 approving the proposal from Asphalt Restoration, Inc. to provide crack sealing services for the Portland River Trail.

Yeas: Sheehan, Johnston, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 22-38 to approve a proposal, in the amount of \$6,400.00 from Integrity Mobile Services, LLC to provide fire hydrant painting services.

Motion by Johnston, supported by Sheehan, to approve Resolution 22-38 approving the proposal from Integrity Mobile Services, LLC to provide fire hydrant painting services in the City of Portland.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 22-39 to approve the purchase of diesel fuel storage tanks in the amount of \$41,893.61 for storage of fuel for the diesel engines at the Electric Department. The current tanks are in need of repair.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-39 approving the purchase of diesel fuel storage tanks for the Electric Department.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-40 to authorize the Mayor to sign a permit for a fireworks display at the Bogue Flats Recreation area on Friday, July 1, 2022 to celebrate Independence Day.

Motion by Sheehan, supported by VanSlambrouck, to approve Resolution 22-40 approving, authorizing, and directing the mayor to sign a permit for a fireworks display at Bogue Flats Recreation Area.

Yeas: Sheehan, VanSlambrouck, Fitzsimmons, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 22-41 to set a Public Hearing for the proposed Budget for Fiscal Year 2022-2023 on Monday, May 16, 2022 at 7:00 P.M.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 22-41 setting a Public Hearing on the Budget proposed for Fiscal Year 2022-2023.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

Motion by VanSlambrouck, supported by Fitzsimmons, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on April 18, 2022, payment of invoices in the amount of \$82,758.65 and payroll in the amount of \$143,048.91 for a total of \$225,807.56. Purchase orders to Riverside Integrated Systems in the amount of \$2,183.00 to upgrade the fire alarm system to cellular technology, Moyer Construction Co. in the amount of \$6,300.00 for curb replacement along Virginia Ave., Fleis & VandenBrink in the amount of \$9,932.02 for design work on the Kent St. Improvement Project, Lyden Oil Company in the amount of \$12,330.00 for oil to perform an oil change on the Fairbanks Morse Engine, and Riverside Integrated Systems in the amount of \$16,110.00 to replace the fire alarm system at City Hall were also included.

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Under City Manager comments, City Manager Gorman noted the City Council will hold its Budget Workshop on Monday, May 9, 2022 at 5:00 P.M. in the Conference Room.

The Annual Cleanup Day will be held Saturday, May 7, 2022 from 7:00 A.M. to Noon at the DPW complex. The Hazardous Waste Collection will be held the same day from 8:00 A.M. to Noon at the parking lot of the Fire Department.

Under Council Comments, Mayor Barnes thanked City staff for their efforts in putting together the packet for tonight's meeting. He reminded residents the Council packet is available to the public on the City's website.

Council Member Johnston noted she attended "The Influential Women of Portland" event this past weekend hosted by the Portland Historical Society. It was a very nice event.

Mayor Pro-Tem VanSlambrouck stated the annual chicken dinner hosted by the Methodist Church on Memorial Weekend is being moved to the VFW.

Council Member Fitzsimmons stated that McKearney Asphalt & Sealing, Inc. does great work and is very efficient; the work in Portland should be completed fairly quickly.

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

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

Meeting adjourned at 8:16 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

---

Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the May 2, 2022 City Council Meeting**  
**In the City Council Chambers at City Hall**  
**259 Kent St., Portland, MI 48875**

The City Council meeting was called to order by Mayor Barnes at 7:00 P.M.

**Present** – Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Gorman; City Clerk Miller; DDA Director ConnerWellman  
**Presentation** - DDA Director ConnerWellman presented the Downtown Report.

**Second Reading and Consideration of Ordinance 101M** to amend Chapter 40 of the Code of Ordinances to authorize the setting of various electric rates by resolution of the City Council rather than Ordinance.

All in favor. Adopted.

**Approval of Resolution 22-33** approving the award of the Virginia Avenue Improvement Project to McKearney Asphalt & Sealing, Inc.

All in favor. Adopted.

**Approval of Resolution 22-34** approving the award of various road repairs to McKearney Asphalt & Sealing, Inc.

All in favor. Adopted.

**Approval of Resolution 22-35** approving the proposal from Asphalt Restoration, Inc. to provide crack sealing services for the City of Portland.

All in favor. Adopted.

**Approval of Resolution 22-36** approving an award of River Trail maintenance work to McKearney Asphalt & Sealing, Inc.

All in favor. Adopted.

**Approval of Resolution 22-37** approving the proposal from Asphalt Restoration, Inc. to provide crack sealing services for the Portland River Trail.

All in favor. Adopted.

**Approval of Resolution 22-38** approving the proposal from Integrity Mobile Services, LLC to provide fire hydrant painting services in the City of Portland.

All in favor. Adopted.

**Approval of Resolution 22-39** approving the purchase of diesel fuel storage tanks for the Electric Department.

All in favor. Adopted.

**Approval of Resolution 22-40** approving, authorizing, and directing the mayor to sign a permit for a fireworks display at Bogue Flats Recreation Area.

All in favor. Adopted.

**Approval of Resolution 22-41** setting a Public Hearing on the Budget proposed for Fiscal Year 2022-2023.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 8:16 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

# City of Portland

Portland, Michigan

## Minutes of the City Council Budget Workshop

Held on Monday, May 9, 2022

In the Conference Room at City Hall

Present: Mayor Barnes; Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, Johnston, and Sheehan; City Manager Gorman; Finance Officer Tolan; City Clerk Miller

The meeting was called to order at 5:25 P.M.

City Manager Gorman and Finance Officer Tolan presented the Fiscal Year 2022-2023 budget presentation and information.

There was discussion throughout.

Mayor Barnes thanked City Manager Gorman and Finance Officer Tolan for their efforts in the budget process.

The workshop was adjourned at 9:15 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

---

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GRANGER	00175	REFUSE - MTR POOL, PARKS, CEM	374.26
STAR THOMAS	01654	SUPPLIES, LOBBY CHAIRS REIM - POLICE	127.70
SEDGWICK CLAIMS MANAGEMENT	MISC	INS OVERPAYMENT C#P21-0670NR - AMB	656.30
MUZZALL GRAPHICS	00326	BUSINESS CARDS - ASSESSOR	66.15
DANIEL LEONARD	MISC	INS OVERPAYMENT C#P21-0819 - AMB	125.99
MERITAIN HEALTH	01953	INS OVERPAYMENT C#P21-0289ST -AMB	87.84
MERITAIN HEALTH	01953	INS OVERPAYMENT C#P21-0290ST - AMB	87.84
STAR THOMAS	01654	TERMO CAPS REIM - AMB	50.82
KODIAK EMERGENCY VEHICLES	02224	DIAG/REPAIR AMB #44 - AMB	953.01
KEUSCH SUPER SERVICE	00228	TIRE REPAIR #1 - POLICE	30.00
KEUSCH SUPER SERVICE	00228	AMB 15 OIL CHANGE ETC - AMB	321.73
FABRICATED CUSTOMS	02637	AMB T SHIRTS - AMB	268.50
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	136.98
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	306.36
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	129.48
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	33.56
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	1,074.49
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	173.22
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	128.94
SPECTRUM PRINTERS, INC.	02648	VOTER ID CARDS - ELECTIONS	432.06
CORE & MAIN	02658	3/4" RANGER FITTING - WATER	121.16
INSOURCE SOLUTIONS GROUP INC.	01813	APRIL 2022 E-FILED RETURNS - INCOME TAX	710.00
CULLIGAN	02130	4X WATER - POLICE	23.00
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	408.99
BESCO WATER TREATMENT	02735	ENGINE WTR TREATMENT FOR GENERATOR - ELECTRIC	3,518.78
RESCO	00392	POLES, DECORATIVE GLOBE, LED SIGNAL - ELECTRIC	3,610.00
STAPLES BUSINESS CREDIT	00426	VAR SUPPLIES/PURCHASES - AMB	146.53
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	95.21
FAMILY FARM & HOME	01972	HARDWARE - ELECTRIC	31.92
SELBY LAWN CARE	02736	LAWN MOWING - ELECTRIC	125.00
MENARDS	00260	HARDWARE - ELECTRIC	156.82

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ERIK LITTS	01797	ASSESSING SERVICES - ASSESSOR	1,416.66
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	764.56
GRAINGER, INC.	00172	M&R SUPPLIES - ELECTRIC	508.98
MICHIGAN STEEL AND TRIM	02613	BUILDING SUPPLIES - MTR POOL	288.87
ENVIRONMENTAL SYSTEMS RESEARCH	INS02737	GIS SUBSCRIPT - ELECTRIC	2,450.00
POWER LINE SUPPLY COMPANY	00389	TOOLS, TREE PRUNER - ELECTRIC	428.00
POWER LINE SUPPLY COMPANY	00389	GLASSES SNIPER INDOOR/OUTDOOR LENS - ELECTRIC	72.00
D & E ELECTRIC LLC	02640	2" PVC CONDUIT 1161 DIV HWY - ELECTRIC	214.00
RS TECHNICAL SERVICES INC.	01632	CHEMICAL SCALES/NEW TANKS-WTR APP 3-21-22 CONS	18,548.06
RAPID SHRED	02719	CART 96 SHRED MI DEAL TRIP CHG - GEN	23.60
TOTAL TECHNICAL ASSURANCE GROUP	IN02667	FIBER BROAD BAND DEV - ELECTRIC	1,312.50
CULLIGAN	02130	1X WATER - WW	8.75
CULLIGAN	02130	COOLER RENTAL MAY 2022 - WW	15.00
DICKINSON WRIGHT PLLC	02244	PROF LEGAL SVCS MAR 2022 - VAR DEPTS	1,178.00
FAMILY FARM & HOME	01972	BOOT MTR READ G SCHNEIDER - ELEC, WTR, WW	159.99
F&V CONSTRUCTION MANAGEMENT IN	00828	ENG SVC WWTP UPGRADES #3 - WW	59,850.00
GRANGER	00175	REFUSE - WW	152.58
GRANGER	00175	REFUSE - POL, COMM PROMO, ELECTRIC	145.09
GRANGER	00175	REFUSE - ELECTRIC	86.00
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
GROSS MACHINE SHOP	00180	SUPPLIES - LOC STS	63.80
CAPITAL ASPHALT LLC	02578	305 TONS ASPHALT - MAJ, LOC STS	239.75
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS MAR 2022 - GEN	1,404.00
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS APRIL 2022 - GEN	1,082.00
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	525.00
CULLIGAN	02130	2X WATER CITY HALL - GEN	15.50
HAMMOND FARMS NORTH	02518	TOP SOIL - MAJ STS	102.00
HAMMOND FARMS NORTH	02518	TOP SOIL - LOC STS	102.00
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES MAY 2022 - WW	10,387.67
APPLIED IMAGING	02493	COPY MACHINE MAINT - POL, COMM PROMO, CODE, AMB	18.81
FORTE PAYMENTS, INC.	02522	CC PAYMENTS APRIL 2022 - REC	110.45

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CENTURYLINK	01567	PHONE SERVICES - GEN, WATER, WW, MP, ELECT	1.05
FAMILY FARM & HOME	01972	GLOVES/CLEANER - PARKS, CEM	32.97
CULLIGAN	02130	WATER 1X - PARKS, CEM	8.75
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	100.00
MUNICIPAL INSPECTION SERVICES	00323	INVESTIGATION FEE -PER TIM FULLER - CODE	350.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	600.00
PORTLAND AREA FIRE AUTHORITY	02128	4TH QTR FIRE SERVICES APRIL 2022- COMM PROMO	30,139.66
UPS	02587	SHIPPING PREMIER SAFETY - ELECTRIC	17.31
MUNICIPAL SUPPLY CO.	00324	SAFETY VEST - ELECTRIC	88.84
BADGER METER INC.	02247	ORIION CELL LTE SVCS - WATER	56.96
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	41.15
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	57.93
MUNICIPAL SUPPLY CO.	00324	SAFETY VEST - MTR POOL	24.35
TIMBER TREE SERVICES LLC	01817	STUMP GRINDING GR RIV - ELECTRIC	152.50
GRAINGER, INC.	00172	ABSORBANT SOCKS - ELECTRIC	169.73
GRAINGER, INC.	00172	PLANT SUPPLIES - ELECTRIC	376.56
GRANGER	00175	REFUSE - REFUSE	12,594.43
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	1,024.68
AECOM TECHNICAL SERVICES	01810	FERC MONITORING - ELECTRIC	537.14
ALTEC INDUSTRIES, INC.	00016	BUCKET TRUCK REPAIR - ELECTRIC	1,632.17
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	345.45
PETE HARTWICK	MISC	INS OVERPMT CALL#P22-0075R - AMB	1,010.00
KEUSCH SUPER SERVICE	00228	OIL CHANGE/REPAIRS - POLICE	98.67
KEUSCH SUPER SERVICE	00228	DIAG AMB #43 - AMB	243.98
MICHIGAN STATE POLICE	00275	SOR P WOLFORD - POLICE	30.00
STAR THOMAS	01654	PAPER & POSTAGE REIM - POLICE	62.80
POLYDYNE INC.	02196	4 DRUMS POLYMER CLARIFLOC - WW	3,074.04
SPARROW OCCUPATIONAL HEALTH-LANSIN	00340	PRE EMPLOY EXAMS - PARKS, POLICE, WTR, WW, ELEC	926.00
HOMETOWN SPORTS, INC.	01326	CLOTHING FOR G SCHNEIDER - ELECT, WW, WTR	181.00
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,486.74
FAMILY FARM & HOME	01972	AA BATTERIES - WATER	12.99

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
ED FILTER	00540	OFFICIAL - REC	60.00
EMMA HONSOWITZ	02572	OFFICIAL - REC	48.00
AUBREE FAULKNER	02721	OFFICIAL - REC	60.00
FAMILY FARM & HOME	01972	GLOVES, PAINT - PARKS, CEM	92.94
VAN BRO'S IRRIGATION INC.	01762	IRRIGATION REPAIR - CITY HALL	123.05
PORTLAND TOWNSHIP TREASURER	00371	ANNEX AGREEMENT REV SHARING JAN-FEB 2022	5,646.21
Total:			\$177,919.31

**BI-WEEKLY  
WAGE REPORT  
May 16, 2022**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	11,033.53	233,974.45	2,939.58	67,607.76	13,973.11	301,582.21
ASSESSOR	-	-	-	-	-	-
CEMETERY	3,471.16	79,397.29	356.67	23,176.12	3,827.83	102,573.41
POLICE	10,557.93	343,916.87	2,334.26	94,685.46	12,892.19	438,602.33
CODE ENFORCEMENT	143.20	1,353.85	16.60	156.18	159.80	1,510.03
PARKS	2,833.49	61,549.85	294.35	12,740.93	3,127.84	74,290.78
INCOME TAX	2,465.55	54,004.35	635.96	17,482.60	3,101.51	71,486.95
MAJOR STREETS	3,803.24	96,541.35	1,059.06	37,523.93	4,862.30	134,065.28
LOCAL STREETS	3,243.00	80,900.06	869.06	35,551.19	4,112.06	116,451.25
RECREATION	342.45	7,822.83	43.11	1,792.13	385.56	9,614.96
AMBULANCE	17,602.53	326,669.88	3,064.79	63,754.75	20,667.32	390,424.63
DDA	2,340.55	56,658.53	337.52	10,429.65	2,678.07	67,088.18
ELECTRIC	21,240.63	468,811.44	4,972.77	158,084.31	26,213.40	626,895.75
WASTEWATER	8,178.76	177,988.01	1,300.47	51,599.57	9,479.23	229,587.58
WATER	6,727.62	151,399.92	1,720.44	52,400.12	8,448.06	203,800.04
MOTOR POOL	358.75	17,878.08	53.70	5,914.74	412.45	23,792.82
<b>TOTALS:</b>	<b>94,342.39</b>	<b>2,158,866.76</b>	<b>19,998.34</b>	<b>632,899.44</b>	<b>114,340.73</b>	<b>2,791,766.20</b>

**BI-WEEKLY CASH BALANCE ANALYSIS**  
**AS OF 05/11/2022**  
**MEETING DATE 05/16/2022**

Fund	Description	Beginning Balance 4/28/2022	Total Cash in	Total Cash out	Cash Balance 5/11/2022	Time Certificates	Ending Balance 5/11/2022
101	GENERAL FUND	1,976,379.95	197,754.36	(171,593.36)	2,002,540.95	235,000.00	2,237,540.95
105	INCOME TAX FUND	211,224.68	199,891.48	(221,172.45)	189,943.71	10,000.00	199,943.71
150	CEMETERY PERPETUAL CARE FUND	61,922.51	0.51	(0.51)	61,922.51		61,922.51
202	MAJOR STREETS FUND	374,957.62	103,317.52	(26,330.28)	451,944.86		451,944.86
203	LOCAL STREETS FUND	181,345.21	23,778.06	(20,613.63)	184,509.64		184,509.64
208	RECREATION FUND	52,651.93	1,746.68	(1,049.49)	53,349.12		53,349.12
210	AMBULANCE FUND	82,630.87	38,247.78	(41,879.99)	78,998.66		78,998.66
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	417,049.76	2,877.29	(9,348.14)	410,578.91		410,578.91
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	-	-	-	-		-
520	REFUSE SERVICE FUND	25,840.99	3,073.25	(12,771.32)	16,142.92		16,142.92
582	ELECTRIC FUND	1,654,896.03	120,516.79	(170,389.16)	1,605,023.66	530,000.00	2,135,023.66
590	WASTEWATER FUND	446,974.65	31,055.27	(40,690.91)	437,339.01		437,339.01
591	WATER FUND	605,420.12	25,217.02	(36,845.32)	593,791.82	420,000.00	958,139.09
661	MOTOR POOL FUND	193,397.05	12,790.78	(8,674.44)	197,513.39		197,513.39
703	CURRENT TAX FUND	10,403.18	30,484.36	(30,484.27)	10,403.27		10,403.27
	<b>TOTAL - ALL FUNDS</b>	<b>6,298,456.80</b>	<b>790,751.15</b>	<b>(791,843.27)</b>	<b>6,297,364.68</b>	<b>1,195,000.00</b>	<b>7,436,711.95</b>
					ELECTRIC-RESTRICTED CASH	453,086.00	453,086.00
					ELECTRIC - MPPA MUNICIPAL TRUST	170,376.44	170,376.44
					CUSTOMER DEPOSIT CD	170,000.00	170,000.00 *
					PERPETUAL CARE CD	130,000.00	130,000.00
					INCOME TAX SAVINGS	1,119,396.69	1,119,396.69
					ELECTRIC-PRIN & INT ESCROW	129,174.21	129,174.21
					WASTEWATER DEBT ESCROW	317,925.59	317,925.59
					WASTEWATER REPAIR ESCROW	242,508.31	242,508.31
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	62,899.42	62,899.42
							<b>10,232,580.39</b>

\*Customer Deposit Breakdown  
Electric 128,000.00  
Wastewater 21,000.00  
Water 21,000.00  
170,000.00

User: ABAUM

PERIOD ENDING 04/30/2022

DB: Portland

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	04/30/2022	MONTH 04/30/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,133,465.00	1,119,083.26	0.00	14,381.74	98.73
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,700.00	0.00	0.00	1,700.00	0.00
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	2,000.00	3,030.19	0.00	(1,030.19)	151.51
101-000-434.000	TRAILER FEES	300.00	0.00	0.00	300.00	0.00
101-000-445.000	PENALTY & INTEREST	5,350.00	2,944.00	0.00	2,406.00	55.03
101-000-447.000	TAX COLLECTION FEES	45,450.00	45,914.98	0.00	(464.98)	101.02
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	5.64	0.00	(5.64)	100.00
101-000-476.000	BUSINESS PERMITS	100.00	100.00	0.00	0.00	100.00
101-000-477.000	CABLE TV FEES	19,500.00	14,285.07	0.00	5,214.93	73.26
101-000-490.000	NON-BUSINESS PERMITS	75,000.00	24,701.80	1,134.00	50,298.20	32.94
101-000-543.000	ACT 302 POLICE TRAINING GRANT	660.00	416.52	0.00	243.48	63.11
101-000-570.000	LIQUOR FEES	3,720.00	3,931.95	0.00	(211.95)	105.70
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	3,000.00	21.28	0.00	2,978.72	0.71
101-000-574.000	REVENUE SHARING-CONST SALES	351,597.00	342,772.00	62,587.00	8,825.00	97.49
101-000-574.001	REVENUE SHARING-STAT SALES	111,919.00	94,758.00	19,026.00	17,161.00	84.67
101-000-609.000	SEX OFFENDER REGISTRATION FEES	100.00	0.00	0.00	100.00	0.00
101-000-620.000	PBT TESTING FEES	1,000.00	0.00	0.00	1,000.00	0.00
101-000-623.000	TRANSCRIPT FEES	600.00	896.50	132.00	(296.50)	149.42
101-000-624.000	MISCELLANEOUS FEES	200.00	0.78	0.00	199.22	0.39
101-000-628.000	ADMINISTRATIVE CHARGES	329,026.00	274,188.30	27,418.83	54,837.70	83.33
101-000-630.000	CEMETERY LOT SALES	12,200.00	6,195.00	765.00	6,005.00	50.78
101-000-633.000	CEMETERY CARE FEES	6,500.00	3,864.40	720.00	2,635.60	59.45
101-000-634.000	GRAVE OPENING FEES	15,500.00	9,575.00	125.00	5,925.00	61.77
101-000-656.000	DISTRICT COURT FINES	9,000.00	4,792.49	541.08	4,207.51	53.25
101-000-661.000	PARKING FINES	4,300.00	1,849.00	110.00	2,451.00	43.00
101-000-663.000	MISCELLANEOUS FINES	2,000.00	1,040.00	80.00	960.00	52.00
101-000-665.000	INTEREST INCOME	0.00	(11.64)	(41.59)	11.64	100.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	0.00	254.61	0.07	(254.61)	100.00
101-000-667.000	RENTAL INCOME	6,000.00	7,155.00	1,285.00	(1,155.00)	119.25
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	100.00	0.00	(100.00)	100.00
101-000-676.004	DONATION-RED MILL BUILDING	10,000.00	10,000.00	0.00	0.00	100.00
101-000-678.000	MERS FOREITURE REVENUES	21,500.00	26,144.86	2,484.08	(4,644.86)	121.60
101-000-678.004	REIMBURSEMETNS-PATROL	0.00	399.00	399.00	(399.00)	100.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	5,000.00	4,731.17	0.00	268.83	94.62
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	69,500.00	72,687.70	339.55	(3,187.70)	104.59
101-000-678.007	REIMBURSEMENTS-PAMA	2,000.00	1,864.80	0.00	135.20	93.24
101-000-699.150	TRANSFER FROM PERP CARE	50.00	5.11	0.52	44.89	10.22
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	160,000.00	160,000.00	0.00	0.00	100.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	41,446.00	41,446.00	0.00	0.00	100.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	32,009.00	0.00	0.00	100.00
TOTAL REVENUES		2,481,692.00	2,311,151.77	117,105.54	170,540.23	93.13

Expenditures						
100	COUNCIL	69,160.00	39,090.91	0.00	30,069.09	56.52
172	CITY MANAGER	182,506.00	136,910.93	12,768.58	45,595.07	75.02
201	GENERAL ADMINISTRATION	469,881.00	346,070.24	19,053.37	123,810.76	73.65
257	ASSESSING	52,460.00	36,149.75	4,123.76	16,310.25	68.91
262	ELECTIONS	6,550.00	3,619.35	432.06	2,930.65	55.26
265	CITY HALL	77,120.00	58,234.65	3,162.13	18,885.35	75.51
301	POLICE	838,549.00	545,092.35	41,671.16	293,456.65	65.00
371	CODE ENFORCEMENT	55,401.00	33,287.09	1,890.25	22,113.91	60.08
567	CEMETERY	181,561.00	126,277.72	7,912.62	55,283.28	69.55
707	COMMUNITY PROMOTIONS	354,708.00	297,789.27	36,026.44	56,918.73	83.95
728	ECONOMIC DEVELOPMENT	29,000.00	18,461.97	595.88	10,538.03	63.66

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 04/30/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDT USED
		AMENDED BUDGET	04/30/2022	MONTH 04/30/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND								
Expenditures								
751	PARKS	362,941.00	136,665.12		9,440.57		226,275.88	37.65
TOTAL EXPENDITURES		<u>2,679,837.00</u>	<u>1,777,649.35</u>		<u>137,076.82</u>		<u>902,187.65</u>	<u>66.33</u>
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		2,481,692.00	2,311,151.77		117,105.54		170,540.23	93.13
TOTAL EXPENDITURES		<u>2,679,837.00</u>	<u>1,777,649.35</u>		<u>137,076.82</u>		<u>902,187.65</u>	<u>66.33</u>
NET OF REVENUES & EXPENDITURES		(198,145.00)	533,502.42		(19,971.28)		(731,647.42)	269.25

PERIOD ENDING 04/30/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	04/30/2022 NORMAL (ABNORMAL)	MONTH 04/30/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	801,500.00	846,307.62	273,068.51	(44,807.62)	105.59
	TOTAL EXPENDITURES	765,556.00	316,562.07	33,390.20	448,993.93	41.35
	NET OF REVENUES & EXPENDITURES	35,944.00	529,745.55	239,678.31	(493,801.55)	1,473.81
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	892,688.00	437,143.92	39,179.78	455,544.08	48.97
	TOTAL EXPENDITURES	1,001,190.00	450,677.19	34,266.67	550,512.81	45.01
	NET OF REVENUES & EXPENDITURES	(108,502.00)	(13,533.27)	4,913.11	(94,968.73)	12.47
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	277,046.00	261,727.01	12,895.23	15,318.99	94.47
	TOTAL EXPENDITURES	405,745.00	269,675.74	21,847.26	136,069.26	66.46
	NET OF REVENUES & EXPENDITURES	(128,699.00)	(7,948.73)	(8,952.03)	(120,750.27)	6.18
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	102,700.00	72,602.91	14,576.25	30,097.09	70.69
	TOTAL EXPENDITURES	96,387.00	55,648.49	2,790.46	40,738.51	57.73
	NET OF REVENUES & EXPENDITURES	6,313.00	16,954.42	11,785.79	(10,641.42)	268.56
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	642,841.00	571,017.16	49,927.55	71,823.84	88.83
	TOTAL EXPENDITURES	740,169.00	538,722.40	48,320.81	201,446.60	72.78
	NET OF REVENUES & EXPENDITURES	(97,328.00)	32,294.76	1,606.74	(129,622.76)	33.18
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	301,160.00	328,652.92	3.22	(27,492.92)	109.13
	TOTAL EXPENDITURES	788,800.00	689,786.30	7,138.60	99,013.70	87.45
	NET OF REVENUES & EXPENDITURES	(487,640.00)	(361,133.38)	(7,135.38)	(126,506.62)	74.06
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	154,000.00	114,391.04	12,649.94	39,608.96	74.28
	TOTAL EXPENDITURES	152,550.00	126,038.67	12,594.43	26,511.33	82.62
	NET OF REVENUES & EXPENDITURES	1,450.00	(11,647.63)	55.51	13,097.63	803.28
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	4,407,525.00	3,703,610.86	394,845.03	703,914.14	84.03
	TOTAL EXPENDITURES	5,435,383.00	3,578,484.30	277,819.43	1,856,898.70	65.84
	NET OF REVENUES & EXPENDITURES	(1,027,858.00)	125,126.56	117,025.60	(1,152,984.56)	12.17
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,062,852.00	813,952.00	87,792.40	248,900.00	76.58
	TOTAL EXPENDITURES	1,679,764.00	842,816.58	112,903.97	836,947.42	50.17
	NET OF REVENUES & EXPENDITURES	(616,912.00)	(28,864.58)	(25,111.57)	(588,047.42)	4.68

## REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 04/30/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	04/30/2022	MONTH 04/30/2022		BALANCE		
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
TOTAL REVENUES		970,867.00	796,986.95		59,633.28		173,880.05	82.09
TOTAL EXPENDITURES		1,368,813.00	536,270.98		51,248.47		832,542.02	39.18
NET OF REVENUES & EXPENDITURES		(397,946.00)	260,715.97		8,384.81		(658,661.97)	65.52
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
TOTAL REVENUES		574,810.00	279,768.88		25,579.25		295,041.12	48.67
TOTAL EXPENDITURES		744,070.00	281,493.52		10,367.16		462,576.48	37.83
NET OF REVENUES & EXPENDITURES		(169,260.00)	(1,724.64)		15,212.09		(167,535.36)	1.02
TOTAL REVENUES - ALL FUNDS		10,187,989.00	8,226,161.27		970,150.44		1,961,827.73	80.74
TOTAL EXPENDITURES - ALL FUNDS		13,178,427.00	7,686,176.24		612,687.46		5,492,250.76	58.32
NET OF REVENUES & EXPENDITURES		(2,990,438.00)	539,985.03		357,462.98		(3,530,423.03)	18.06

User: ABAUM

PERIOD ENDING 04/30/2022

DB: Portland

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	04/30/2022	MONTH 04/30/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,133,465.00	1,119,083.26	0.00	14,381.74	98.73
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,700.00	0.00	0.00	1,700.00	0.00
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	2,000.00	3,030.19	0.00	(1,030.19)	151.51
101-000-434.000	TRAILER FEES	300.00	0.00	0.00	300.00	0.00
101-000-445.000	PENALTY & INTEREST	5,350.00	2,944.00	0.00	2,406.00	55.03
101-000-447.000	TAX COLLECTION FEES	45,450.00	45,914.98	0.00	(464.98)	101.02
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	5.64	0.00	(5.64)	100.00
101-000-476.000	BUSINESS PERMITS	100.00	100.00	0.00	0.00	100.00
101-000-477.000	CABLE TV FEES	19,500.00	14,285.07	0.00	5,214.93	73.26
101-000-490.000	NON-BUSINESS PERMITS	75,000.00	24,701.80	1,134.00	50,298.20	32.94
101-000-543.000	ACT 302 POLICE TRAINING GRANT	660.00	416.52	0.00	243.48	63.11
101-000-570.000	LIQUOR FEES	3,720.00	3,931.95	0.00	(211.95)	105.70
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	3,000.00	21.28	0.00	2,978.72	0.71
101-000-574.000	REVENUE SHARING-CONST SALES	351,597.00	342,772.00	62,587.00	8,825.00	97.49
101-000-574.001	REVENUE SHARING-STAT SALES	111,919.00	94,758.00	19,026.00	17,161.00	84.67
101-000-609.000	SEX OFFENDER REGISTRATION FEES	100.00	0.00	0.00	100.00	0.00
101-000-620.000	PBT TESTING FEES	1,000.00	0.00	0.00	1,000.00	0.00
101-000-623.000	TRANSCRIPT FEES	600.00	896.50	132.00	(296.50)	149.42
101-000-624.000	MISCELLANEOUS FEES	200.00	0.78	0.00	199.22	0.39
101-000-628.000	ADMINISTRATIVE CHARGES	329,026.00	274,188.30	27,418.83	54,837.70	83.33
101-000-630.000	CEMETERY LOT SALES	12,200.00	6,195.00	765.00	6,005.00	50.78
101-000-633.000	CEMETERY CARE FEES	6,500.00	3,864.40	720.00	2,635.60	59.45
101-000-634.000	GRAVE OPENING FEES	15,500.00	9,575.00	125.00	5,925.00	61.77
101-000-656.000	DISTRICT COURT FINES	9,000.00	4,792.49	541.08	4,207.51	53.25
101-000-661.000	PARKING FINES	4,300.00	1,849.00	110.00	2,451.00	43.00
101-000-663.000	MISCELLANEOUS FINES	2,000.00	1,040.00	80.00	960.00	52.00
101-000-665.000	INTEREST INCOME	0.00	(11.64)	(41.59)	11.64	100.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	0.00	254.61	0.07	(254.61)	100.00
101-000-667.000	RENTAL INCOME	6,000.00	7,155.00	1,285.00	(1,155.00)	119.25
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	100.00	0.00	(100.00)	100.00
101-000-676.004	DONATION-RED MILL BUILDING	10,000.00	10,000.00	0.00	0.00	100.00
101-000-678.000	MERS FOREITURE REVENUES	21,500.00	26,144.86	2,484.08	(4,644.86)	121.60
101-000-678.004	REIMBURSEMETNS-PATROL	0.00	399.00	399.00	(399.00)	100.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	5,000.00	4,731.17	0.00	268.83	94.62
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	69,500.00	72,687.70	339.55	(3,187.70)	104.59
101-000-678.007	REIMBURSEMENTS-PAMA	2,000.00	1,864.80	0.00	135.20	93.24
101-000-699.150	TRANSFER FROM PERP CARE	50.00	5.11	0.52	44.89	10.22
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	160,000.00	160,000.00	0.00	0.00	100.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	41,446.00	41,446.00	0.00	0.00	100.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	32,009.00	32,009.00	0.00	0.00	100.00
TOTAL REVENUES		2,481,692.00	2,311,151.77	117,105.54	170,540.23	93.13

Expenditures						
100	COUNCIL	69,160.00	39,090.91	0.00	30,069.09	56.52
172	CITY MANAGER	182,506.00	136,910.93	12,768.58	45,595.07	75.02
201	GENERAL ADMINISTRATION	469,881.00	346,070.24	19,053.37	123,810.76	73.65
257	ASSESSING	52,460.00	36,149.75	4,123.76	16,310.25	68.91
262	ELECTIONS	6,550.00	3,619.35	432.06	2,930.65	55.26
265	CITY HALL	77,120.00	58,234.65	3,162.13	18,885.35	75.51
301	POLICE	838,549.00	545,092.35	41,671.16	293,456.65	65.00
371	CODE ENFORCEMENT	55,401.00	33,287.09	1,890.25	22,113.91	60.08
567	CEMETERY	181,561.00	126,277.72	7,912.62	55,283.28	69.55
707	COMMUNITY PROMOTIONS	354,708.00	297,789.27	36,026.44	56,918.73	83.95
728	ECONOMIC DEVELOPMENT	29,000.00	18,461.97	595.88	10,538.03	63.66

## REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 04/30/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDT USED
		AMENDED BUDGET	04/30/2022	MONTH 04/30/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND								
Expenditures								
751	PARKS	362,941.00	136,665.12		9,440.57		226,275.88	37.65
TOTAL EXPENDITURES		<u>2,679,837.00</u>	<u>1,777,649.35</u>		<u>137,076.82</u>		<u>902,187.65</u>	<u>66.33</u>
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		2,481,692.00	2,311,151.77		117,105.54		170,540.23	93.13
TOTAL EXPENDITURES		<u>2,679,837.00</u>	<u>1,777,649.35</u>		<u>137,076.82</u>		<u>902,187.65</u>	<u>66.33</u>
NET OF REVENUES & EXPENDITURES		(198,145.00)	533,502.42		(19,971.28)		(731,647.42)	269.25

User: ABAUM

DB: Portland

PERIOD ENDING 04/30/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	04/30/2022 NORMAL (ABNORMAL)	MONTH 04/30/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	801,500.00	846,307.62	273,068.51	(44,807.62)	105.59
	TOTAL EXPENDITURES	765,556.00	316,562.07	33,390.20	448,993.93	41.35
	NET OF REVENUES & EXPENDITURES	35,944.00	529,745.55	239,678.31	(493,801.55)	1,473.81
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	892,688.00	437,143.92	39,179.78	455,544.08	48.97
	TOTAL EXPENDITURES	1,001,190.00	450,677.19	34,266.67	550,512.81	45.01
	NET OF REVENUES & EXPENDITURES	(108,502.00)	(13,533.27)	4,913.11	(94,968.73)	12.47
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	277,046.00	261,727.01	12,895.23	15,318.99	94.47
	TOTAL EXPENDITURES	405,745.00	269,675.74	21,847.26	136,069.26	66.46
	NET OF REVENUES & EXPENDITURES	(128,699.00)	(7,948.73)	(8,952.03)	(120,750.27)	6.18
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	102,700.00	72,602.91	14,576.25	30,097.09	70.69
	TOTAL EXPENDITURES	96,387.00	55,648.49	2,790.46	40,738.51	57.73
	NET OF REVENUES & EXPENDITURES	6,313.00	16,954.42	11,785.79	(10,641.42)	268.56
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	642,841.00	571,017.16	49,927.55	71,823.84	88.83
	TOTAL EXPENDITURES	740,169.00	538,722.40	48,320.81	201,446.60	72.78
	NET OF REVENUES & EXPENDITURES	(97,328.00)	32,294.76	1,606.74	(129,622.76)	33.18
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	301,160.00	328,652.92	3.22	(27,492.92)	109.13
	TOTAL EXPENDITURES	788,800.00	689,786.30	7,138.60	99,013.70	87.45
	NET OF REVENUES & EXPENDITURES	(487,640.00)	(361,133.38)	(7,135.38)	(126,506.62)	74.06
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	154,000.00	114,391.04	12,649.94	39,608.96	74.28
	TOTAL EXPENDITURES	152,550.00	126,038.67	12,594.43	26,511.33	82.62
	NET OF REVENUES & EXPENDITURES	1,450.00	(11,647.63)	55.51	13,097.63	803.28
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	4,407,525.00	3,703,610.86	394,845.03	703,914.14	84.03
	TOTAL EXPENDITURES	5,435,383.00	3,578,484.30	277,819.43	1,856,898.70	65.84
	NET OF REVENUES & EXPENDITURES	(1,027,858.00)	125,126.56	117,025.60	(1,152,984.56)	12.17
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,062,852.00	813,952.00	87,792.40	248,900.00	76.58
	TOTAL EXPENDITURES	1,679,764.00	842,816.58	112,903.97	836,947.42	50.17
	NET OF REVENUES & EXPENDITURES	(616,912.00)	(28,864.58)	(25,111.57)	(588,047.42)	4.68

## REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 04/30/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	04/30/2022	MONTH 04/30/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
TOTAL REVENUES		970,867.00	796,986.95		59,633.28		173,880.05	82.09
TOTAL EXPENDITURES		1,368,813.00	536,270.98		51,248.47		832,542.02	39.18
NET OF REVENUES & EXPENDITURES		(397,946.00)	260,715.97		8,384.81		(658,661.97)	65.52
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
TOTAL REVENUES		574,810.00	279,768.88		25,579.25		295,041.12	48.67
TOTAL EXPENDITURES		744,070.00	281,493.52		10,367.16		462,576.48	37.83
NET OF REVENUES & EXPENDITURES		(169,260.00)	(1,724.64)		15,212.09		(167,535.36)	1.02
TOTAL REVENUES - ALL FUNDS		10,187,989.00	8,226,161.27		970,150.44		1,961,827.73	80.74
TOTAL EXPENDITURES - ALL FUNDS		13,178,427.00	7,686,176.24		612,687.46		5,492,250.76	58.32
NET OF REVENUES & EXPENDITURES		(2,990,438.00)	539,985.03		357,462.98		(3,530,423.03)	18.06



# PURCHASE ORDER

## City of Portland

P.O. 9531

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

VENDOR Hatson Inc  
6018 E Grand River Ave  
Portland MI 48875

DATE: 4-11-22

\* July 2022

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
John Deere 2920M 54" 2 Trak	661.441.977003		6,700 <sup>00</sup>
DEPARTMENT HEAD (UP TO \$500) <u>KG</u>		TOTAL	

MT  
Treasurer Initials

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



# Memo

**To:** Tutt Gorman, City Manager

**From:** Ken Gensterblum, Public Works Director

**cc:**

**Date:** April 28, 2022

**Re:** John Deere Mower

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The motor pool currently has a 15-year-old compact tractor used for mowing and various other tasks requiring the use of a 3-point hitch. The mowing deck on this tractor is in need of replacement due to age and needed repairs. This purchase order is to purchase the trade in John Deere Z Track mower from the cemetery through Hutson's under their lease agreement program. This Z Track will accomplish all the mowing that our current mower does for the DPW, water, and waste water departments. We will retain our current tractor for the use of the 3-point hitch.

Recommendation is to purchase the Z Track mower from Hutson Inc.



**Quote Summary**

**Prepared For:**

CITY OF PORTLAND PARKS AND RECREATION  
DEPT  
259 KENT ST  
PORTLAND, MI 48875  
Business: 517-647-7531

**Prepared By:**

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

**Quote Id:** 26277207  
**Created On:** 18 March 2022  
**Last Modified On:** 18 March 2022  
**Expiration Date:** 31 March 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z920M 54" ZTRAK - 1TC920MVHJT061009	\$ 7,250.00	\$ 6,700.00 X	1 =	\$ 6,700.00
<b>Equipment Total</b>				<b>\$ 6,700.00</b>

**Quote Summary**

Equipment Total	\$ 6,700.00
SubTotal	\$ 6,700.00
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 6,700.00</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 6,700.00</b>

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

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



**JOHN DEERE**

# Selling Equipment

Quote Id: 26277207

Customer: CITY OF PORTLAND PARKS AND RECREATION DEPT

## JOHN DEERE Z920M 54" ZTRAK - 1TC920MVHJT061009

Hours:	302	<b>Suggested List</b>
Stock Number:	328409	\$ 7,250.00

**Selling Price**

\$ 6,700.00

Code	Description	Qty	Unit	Extended
---	JOHN DEERE Z920M 54" ZTRAK	1	\$ 7,250.00	\$ 7,250.00

<b>Value Added Services Total</b>	<b>\$ 0.00</b>
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<b>Suggested Price</b>	<b>\$ 7,250.00</b>
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**Customer Discounts**

<b>Customer Discounts Total</b>	<b>\$ -550.00</b>	<b>\$ -550.00</b>
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<b>Total Selling Price</b>	<b>\$ 6,700.00</b>
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**Purchase Order for  
John Deere Equipment (U.S. Only)**

PO# 08673193  
PO Revision# Original

<b>PURCHASER'S NAME - First Signer</b> (First, Middle Initial, Last) <b>CITY OF PORTLAND PARKS AND RECREATION DEPT</b> (SECOND LINE OF OWNER NAME)			DATE OF ORDER <b>Mar 18, 2022</b>	COMPANY UNIT <b>03</b>	DEALER ACCOUNT NO. <b>039086</b>
STREET OR RR <b>259 KENT ST</b>			DEALER ORDER NO.		
TOWN <b>PORTLAND</b>			STATE <b>MI</b>	ZIP CODE <b>48875</b>	SOC. SEC.
COUNTY <b>Ionia</b>			PURCHASER ACCT. <b>153013</b>	PHONE NO. <b>517-647-7531</b>	IRS NO.
REWARDS #			EIN NO.		
E-MAIL ADDRESS			TRANSACTION TYPE <b>Cash Sale</b>		
<b>PURCHASER'S NAME - Second Signer</b>			PURCHASER SALES TAX EXEMPT <b>YES</b>		
STREET OR RR			SELLER'S NAME & ADDRESS <b>Hutson, Inc.</b>		
TOWN			<b>6018 E. Grand River Ave</b>		
STATE			<b>Portland, MI 48875</b>		
ZIP CODE			<b>517-647-4164</b>		
REWARDS #			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
Use County <b>IONIA</b>			Use State/Province <b>MI</b>		

QTY	NEW	DEMO	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1				x	JOHN DEERE Z920M 54" ZTRAK <b>Stock # 328409</b>	302	1TC920MVHJT061009	\$ 6,700 00
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.								
TOTAL CASH PRICE								\$ 6,700 00
QTY	DESCRIPTION OF TRADE-IN					Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
PURCHASER TYPE <b>5 City/Town/Village</b>								
MARKET USE <b>49 Highways &amp; Streets</b>								
TOTAL TRADE-IN ALLOWANCE								\$ 0 00
1. TOTAL CASH-PRICE								\$ 6,700 00
2. TOTAL TRADE-IN ALLOWANCE								\$ 0 00
3. TOTAL TRADE-IN PAY-OFF								\$ 0 00
4. BALANCE								\$ 6,700 00
8. EST. SERVICE AGREEMENT TAXES								\$ 0 00
9. SUB-TOTAL								\$ 6,700 00
10. CASH WITH ORDER								\$ 0 00
11. RENTAL APPLIED								\$ 0 00
12. CASH DISCOUNT								\$ 0 00
13. BALANCE DUE								\$ 6,700 00

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

**Telematics:** Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS-** I (We) promise to pay the Balance Due (line13) shown above in cash, or to execute a Time Sale Agreement (Retail InstallmentContract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

**USE OF INFORMATION/PRIVACY NOTICE** I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.



Purchase Order for  
John Deere Equipment (U.S. Only)

PO# 08673193  
PO Revision# Original

Quote ID: 26277207

Purchaser Name: CITY OF PORTLAND PARKS AND RECREATION

Purchaser's Signature	X	Accepted By	<u>Matt Lohone</u>
Purchaser's Signature		Date Accepted	X
		Salesperson	LOHONE,MATT

Delivery Acknowledgement			
Delivered On:	<input type="text"/>		
Warranty Begins:	<input type="text"/>	Signature	Date



**Portland Area Fire Authority**773 E Grand River Ave  
Portland, MI 48875**Invoice**

Invoice #: 31415

Invoice Date: 4/30/2022

Due Date: 5/25/2022

Project:

P.O. Number: 4th Qtr

**Bill To:**City of Portland  
259 Kent St.  
Portland, MI 48875

Date	Description	Amount
5/25/2022	<p>4th Quarter Fire Services - April - June 2022</p> <p>Note the invoice is based on the existing fire budget as per the Fire Authority Agreement. The following is a breakdown based on the existing annual budget of \$287,455</p> <p>City of Portland - 41.94% = \$120,558.63 divided by 4 = (3 pmts-\$30,139.66 / 1 pmt \$30,139.65)</p> <p>Portland Twp. - 37.17% = \$106,847.02 divided by 4 = (3 pmts-\$26,711.76 / 1 pmt \$26,711.74 )</p> <p>Danby Twp. - 20.89% = \$60,049.35 divided by 4 = (3 pmts of \$15,012.34 / 1 pmt \$15,012.33)</p>	30,139.66

We appreciate your prompt payment.

<b>Total</b>	<b>\$30,139.66</b>
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<b>Payments/Credits</b>	<b>\$0.00</b>
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<b>Balance Due</b>	<b>\$30,139.66</b>
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# PURCHASE ORDER

## City of Portland

P.O. 9603

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

VENDOR F+V Construction  
2960 Lucerne DR SE Suite 100  
Grand Rapids MI 49546

DATE: 5-5-22

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Engineering Service WWTP upgrades Pay #3	590.906.80300		\$59,850.00
DEPARTMENT HEAD (UP TO \$500) _____		TOTAL	

MTT  
Treasurer Initials

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



**Invoice Support**

City of Portland  
 259 Kent Street  
 Portland, MI 48875

April 20, 2022  
 FVC Project No: 1221  
 Invoice No: 2043

Project: City of Portland Wastewater System Improvements, CWSRF # 5758-01

**For professional services rendered through April 2, 2022**

Billing Phase	Fee	% Complete	Amount Billing	Previous Billing	Current Billing
Design Phase Engineering	\$665,000.00	25.00	\$166,250.00	\$106,400.00	\$59,850.00
Bid Phase Engineering	\$30,000.00	0.00	0.00	0.00	0.00
Pre-Construction	\$45,000.00	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>\$740,000.00</b>		<b>\$166,250.00</b>	<b>\$106,400.00</b>	<b>\$59,850.00</b>
			<b>Total this Invoice:</b>	<b>\$59,850.00</b>	

**Work Included:**

- Collection system survey and site plans
- Environmental assessments (Asbestos, Lead-based paint)
- Research record documents
- Basis of Design calculations and report
- Hydraulic calculations and hydraulic model
- Design Drawings
- Project Specifications
- Coordination with City and follow up site meetings
- Coordination with EGLE

2960 Lucerne Drive SE, Suite 100  
 Grand Rapids, MI 49546  
 P: 616.977.4400  
 F: 616.977.4800  
[www.fv-construction.com](http://www.fv-construction.com)



F&V Construction Management, Inc.

Project No:

1221

Invoice No:

2043

Date: 04/20/22

Page 2 of 2

### Payment Application No. 3

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

Contract No.	Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previous Invoice	Work Completed this Period	Total Complete to Date	Balance to Finish	Percent Complete
	Design Phase Engineering	\$ 665,000.00	\$ -	\$ 665,000.00	\$ 106,400.00	\$ 59,850.00	\$ 166,250.00	\$ 498,750.00	25%
	Bid Phase Engineering	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	0%
	Basic Services - Pre-Con and VE	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	0%
	<b>Contract Total</b>	<b>\$ 740,000.00</b>	<b>\$ -</b>	<b>\$ 740,000.00</b>	<b>\$ 106,400.00</b>	<b>\$ 59,850.00</b>	<b>\$ 166,250.00</b>	<b>\$ -</b>	<b>22%</b>

**Minutes of the Planning Commission  
Of the City of Portland**  
Held on Wednesday, March 9, 2022 at 7:00 P.M.  
In Council Chambers at City Hall

Portland Planning Commission Members Present: Culp, Roeser, Parsons, Kmetz, Johnston

Absent: Fitzsimmons, Williamson

Staff: City Manager Gorman; City Clerk Miller

Guests: Paul LeBlanc of PLB Planning Group, LLC

Vice Chair Kmetz called the meeting to order at 7:02 P.M.

Motion by Roeser, supported by Johnston, to excuse the absence of Members Fitzsimmons and Williamson.

All in favor. Approved.

There was no public comment.

Motion by Culp, supported by Johnston, to approve the proposed Agenda.

All in favor. Approved.

Motion by Roeser, supported by Johnston, to approve the minutes of the December 8, 2021 meeting as presented.

All in favor. Approved.

Under Old Business, for consideration of the proposed rezoning of the 107-acre parcel from TND PUD to R-2 Traditional Residential District and a 22-acre parcel from TND PUD to C-2 General Business District by Mayberry Homes on a portion of the Rindlehaven Development City Manager Gorman noted that he has reached out to Mr. Schroeder of Mayberry Homes to get information on their plans for their proposal. They had a high-level discussion with no real clarification. City Manager Gorman further explained the history of the property and the situation for carrying an issue under Old Business.

Motion by Parsons, supported by Roeser, to table the consideration of the proposed rezoning of a 107-acre parcel from TND PUD to R-2 Traditional Residential District and a 22-acre parcel from TND PUD to C-2 General Business District by Mayberry Homes on a portion of the Rindlehaven Development.

All in favor. Approved.

Under New Business, the Planning Commission reviewed the Draft Zoning Ordinance.

Mr. LeBlanc presented information on the Draft Zoning Ordinance and outlined the proposed changes.

Planning Commission Minutes  
March 9, 2022

The Planning Commission discussed the proposed changes and provided feedback on Articles I – V.

City Manager Gorman provided development updates.

There were no Planning Commission member comments.

Motion by Parsons, supported by Johnston, to adjourn the meeting at 9:13 P.M.  
All in favor. Approved.

Respectfully submitted,

---

Jason Williamson, Secretary

City Of Portland  
 Water Department  
 Monthly Water Report  
 April 2022

Monthly Water Production

Daily Water Production

Well #4            6,706,000 Gallons  
 Well #5                    0 Gallons  
 Well #6            3,986,000 Gallons  
 Well #7                    0 Gallons

Well #4            223,533 Gallons  
 Well #5                    0 Gallons  
 Well #6            132,867 Gallons  
 Well #7                    0 Gallons

Daily Average Water Production for All Wells

356,400 Gallons

Total Water Production for the Month

10,962,000 Gallons

Total Water Production for the Previous Month

9,034,000 Gallons

Total Production increased by

1,658,000 Gallons

Total Production for This Month from the Previous Year

9,150,000 Gallons

Total Production increased by

1,812,000 Gallons

Rodney D. Smith Jr.  
Water Technician

**PORTLAND POLICE DEPARTMENT  
STATISTICAL INFORMATION  
APRIL 2022 STATS**

**Calls for Service**

Dispatched	62
Patrol Originated	13
Follow Up Complaints	32
Assist to PPD	16
Assist to Fire / EMS	12
Assist Other Depts	14

**Other Functions**

Subpoena Service	2
PBT's	1
Special Events	2
School Contacts (general)	2
Training	5
Administrative	34

**Traffic Stops**

Total Stops	95
Traffic Citations	29
Verbal Warnings	74
Parking Citations	0

**Other**

Physical Business Checks	
Interior	56
Exterior	359
Patrol Contacts	326

**Arrests (Excluding Juvenile Apprehensions)**

Misdemeanor Persons	13
Misdemeanor Charges	17
Felony Persons	1
Felony Charges	1

**Code Enforcement / Blight**

New Complaints	2
Follow up Complaints	1
Time Spent (in hours)	2

Code Enforcement:

	<b><u>Type</u></b>	<b><u>Street Location</u></b>	
1	Junk	Lookingglass	679-437-22
2	Fence	Grant St	679-413-22

**IONIA COUNTY BOARD OF COMMISSIONERS**  
**BOARD OF COMMISSIONERS MEETING**  
**MAY 10, 2022 - 3:00 P.M.**  
**101 WEST MAIN STREET**  
**IONIA, MICHIGAN**

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

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
- VIII. New Business**
  - A. Reappointment to Mid-West Michigan Trail Authority-Three-Year Term
    - Ron Gunderson
  - B. Request to Fill Friend of the Court Deputy Clerk Position - Jessica Wierckz
  - C. Request to Fill Environmental Health Senior Sanitarian III – Ken Bowen
  - D. Request Appointment of Mandy Sanderson as the 64A District Court, Court Administrator/Magistrate - Honorable Raymond Voet
  - E. Blue Cross/Blue Shield Inmate Insurance Program - Charlie Noll
  - F. Request Approval of Budget Amendment Associated With the No Wrong Door Grant From AAAWM - Carol Hanulcik
  - G. Request Ratification of Commission on Aging Signature on MDOT Project Authorization - Carol Hanulcik
  - H. Request for a 5% Cost of Living Wage Increase for Commission on Aging Staff - Carol Hanulcik
  - I. Request to Accept Bid to Provide Plastic Culvert Pipe - John Niemela
  - J. Request to Accept Bid from C&D Hughes for I-96 Concrete Repairs - John Niemela
  - K. Approval to Buy Printers for Multiple Departments - Tom Empire
  - L. Approve Amendment to the Resolution to Adopt the 2022 Ionia County General Appropriations Act – Jason Eppler
  - M. Request Approval of Farmland Lease (Airport Property-South) – Jason Eppler

- N. Approve Appointment of Local Health Officer – Jason Eppler
- O. Discuss County Administrator Search Process – Jason Eppler
- P. Resume ARPA Funding Discussions – Jason Eppler

**IX. Department Reports**

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

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

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

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

**XIII. Closed Session**

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- Economic Development Corporation/Brownfield Redevelopment Authority – Four- three-year terms.
- Board of Public Works-Two-three-year terms expired January 2021
- Central Dispatch-One-two-year term and one-two-year Township Board Representative
- Commission on Aging Board-One-three-year term expired in September
- Parks Advisory Board- Two-Two-year terms, one serving as a member-at-Large from Lyons Area and a Representative from the Fishing and Hunting Club
- West Michigan Regional Planning Commission-Two-One-year term
- Land Bank Authority- two-three-year term

**Appointments for consideration in the month of May 2022:**

- Midwest Michigan Trail Authority

**Appointments for consideration in the month of June 2022:**

- NONE

**IONIA COUNTY BOARD OF COMMISSIONERS**  
**BOARD OF COMMISSIONERS MEETING**  
**MAY 17, 2022 - 3:00 P.M.**  
**101 WEST MAIN STREET**  
**IONIA, MICHIGAN**

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

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
- VIII. New Business**
  - A. Resolution of Appreciation-Lacey Bull
  - B. Reappointment to the Tax Allocation Board-One year term
    - Mary Lou Mulick
  - C. Appointment to the Park Advisory Board- Two-year term
    - Bernard Russell
  - D. Request to Upgrade Jail Control Locking System Software-Undersheriff Andrew Bucholtz
  - E. Request Approval to Award Bid for Contract #22-13-Limestone Aggregate to Yellow Rose Transport - John Niemela
  - F. Request Approval to Seek Reimbursement From MDOT for Professional Engineer- John Niemela
  - G. Request Approval of Harvesting of Firewood Bid (West Main Street Property) – Jason Eppler
  - H. Request Approval of Montgomery’s to move into the Bertha Brock Park Manager’s House – Jason Eppler
  - I. Request Approval of FY2023 Budget Calendar – Jason Eppler
  - J. Request Approval of ARPA Funding Project Listing- Jason Eppler
- IX. Department Reports**

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

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

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

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- West Michigan Regional Planning Commission-Two-One-year term
- Land Bank Authority- two-three-year term

**Appointments for consideration in the month of May 2022:**

- Midwest Michigan Trail Authority

**Appointments for consideration in the month of June 2022:**

- NONE

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-20803**

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its power supply cost recovery plan for the 12-months ending December 31, 2021.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME: Thursday, May 12, 2022 at 9:30 AM**

**BEFORE: Administrative Law Judge Sally Wallace**

**LOCATION: Video/Teleconferencing**

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) March 31, 2022 application requesting the Commission to: 1) approve its January 2021 through December 2021 Power Supply Cost Recovery (PSCR) Reconciliation as proposed; 2) approve Consumers Energy's proposed methodology for rolling-in the total net PSCR over-recovery of approximately \$10.19 million; 3) approve the reconciliation of the Financial Compensation Mechanism (FCM) amounts collected in 2021; 4) approve the proposed 2024 FCM surcharges, including Consumers Energy's proposed methodology to incorporate the total FCM over-recovery into the calculation of the 2024 FCM surcharges; and 5) grant Consumers Energy other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 5, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20803**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY  
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY  
CONSUMERS ENERGY.]**