



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

7:00 P.M. Monday, June 20, 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>	
	<b>VI. <u>Presentations</u></b> - None	
	<b>VII. <u>Public Hearing(s)</u></b> - None	
	<b>VIII. <u>Old Business</u></b> - None	
	<b>IX. <u>New Business</u></b>	
7:20 PM	<b>A.</b> Proposed Resolution 22-49 Approving the Agreement Between the City of Portland and the City Employees Represented by the Chapter of the Governmental Employees Labor Council (GELC)	Decision
7:23 PM	<b>B.</b> Proposed Resolution 22-50 Approving a Cost-of-Living Adjustment Non-Union City Employees	Decision
7:25 PM	<b>C.</b> Proposed Resolution 22-51 to Amend the Budget for Fiscal Year 2021-2022	Decision
7:28 PM	<b>D.</b> Proposed Resolution 22-52 Approving the Revised MERS Hybrid Plan Adoption Agreements (Benefit Program HA/HB/HC) and Approving, Authorizing, and Directing the City Manager to Sign Same	Decision
7:30 PM	<b>E.</b> Proposed Resolution 22-53 Confirming the Mayor's Appointments to City Boards and Commission	Decision
7:32 PM	<b>X. <u>Consent Agenda</u></b> <b>A.</b> Minutes & Synopsis from the Regular City Council Meeting held on June 6, 2022 <b>B.</b> Payment of Invoices in the Amount of \$254,757.74 and Payroll in the Amount of \$173,071.09 for a Total of \$427,828.83 <b>C.</b> Purchase Orders over \$5,000.00 1. Granger in the Amount of \$6,732.09 for the 2022 Clean Up Day 2. Fleis & VandenBrink in the Amount of \$14,546.19 for Engineering Services for the Kent Street Improvement Project	Decision

<b><u>Estimated Time</u></b>		<b><u>Desired Outcome</u></b>
	<b>XI. <u>Communications</u></b> A. Boards and Commissions Application – Nancy Marks B. Planning Commission Minutes for May 11, 2022 C. Police Department Report for May 2022 D. Ionia County Board of Commissioners Agenda for June 14, 2022	
7:35 PM	<b>XII. <u>Other Business</u></b> – None	
7:40 PM	<b>XIII. <u>City Manager Comments</u></b>	
7:45 PM	<b>XIV. <u>Council Comments</u></b>	
7:50 PM	<b>XV. <u>Adjournment</u></b>	Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-49**

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

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

**WHEREAS**, after several meetings the City Representatives and the GELC bargaining committee came to a tentative agreement that was later ratified by the City Employees represented by GELC, a copy of which is attached as Exhibit 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 Mayor and City Clerk are authorized to sign the new agreement between the City and the City of Portland Employees Chapter of the GELC consistent with this Resolution.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 20, 2022

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

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORTLAND

AND

CITY OF PORTLAND EMPLOYEES CHAPTER OF

GOVERNMENTAL EMPLOYEES LABOR COUNCIL



EFFECTIVE DATE: JULY 1, 2022

TERMINATION DATE: JUNE 30, 2025

(60-Day Reopener)

**TABLE OF CONTENTS**

**Agreement**.....1

**Purpose and Intent**.....1

**Article 1: Recognition**

    Section 1.0 Collective Bargaining Unit .....1

    Section 1.1 Union Responsibilities.....1

**Article 2: Right to Work**

    Section 2.0 Right to Work .....2

    Section 2.1 Check Off.....3

    Section 2.2 When Deductions Begin .....4

**Article 3: Representation**

    Section 3.0 Employee Committee.....4

**Article 4: Management Rights**

    Section 4.0 Rights of the City .....4

**Article 5: Special Conferences**

    Section 5.0 Special Conferences.....5

**Article 6: Grievance Procedure**

    Section 6.0 Definition of Grievance .....5

    Section 6.1 Grievance Procedure .....5

    Section 6.2 Time Limitations.....6

    Section 6.3 Time Computation .....6

    Section 6.4 Grievance Form .....6

    Section 6.5 Lost Time .....6

**Article 7: Arbitration**

    Section 7.0 Arbitration Request .....7

    Section 7.1 Selection of Arbitrator .....7

    Section 7.2 Arbitrator’s Powers.....7

    Section 7.3 Arbitration Attendance.....8

**Article 8: Discharge or Discipline**

    Section 8.0 Discharge or Suspension.....8

    Section 8.1 Acknowledge Discipline.....8

    Section 8.2 Appeal of Discharge or Suspension.....9

    Section 8.3 Disciplinary Procedures .....9

    Section 8.4 Employment Application.....9

**Article 9: Work Stoppages**

    Section 9.0 No Strike Pledge .....9

    Section 9.1 Violation of No Strike Pledge.....9

**Article 10: Seniority**

    Section 10.0 Seniority Definition .....10

    Section 10.1 Probationary Period .....10

    Section 10.2 Seniority List.....10

    Section 10.3 Super-Seniority .....10

    Section 10.4 Loss of Seniority .....11

    Section 10.5 Temporary Transfers.....11

    Section 10.6 Permanent Transfers and Promotions .....11

Section 10.7 Seniority Employees Transferred Outside the Bargaining Unit .....	12
Section 10.8 Temporary Employees .....	12
Section 10.9 Layoff.....	13
Section 10.10 Recall .....	14
Section 10.11 Recall Procedure .....	14
<b>Article 11: Hours of Work</b>	
Section 11.0 Hours Definition .....	14
Section 11.1 Normal Workday .....	15
Section 11.2 Normal Workweek.....	15
Section 11.3 Overtime Premium.....	15
Section 11.4 Paid Time .....	15
Section 11.5 Shift Scheduling.....	15
Section 11.6 Break .....	15
Section 11.7 Overtime .....	15
Section 11.8 Call-in Pay .....	16
Section 11.9 Pyramiding.....	16
Section 11.10 Saturday and Sunday Work Schedule .....	16
<b>Article 12: Leaves of Absence</b>	
Section 12.0 Military Service Leave.....	16
Section 12.1 Personal Business Leave.....	16
Section 12.2 Extended Sick Leave.....	17
Section 12.3 Union Business Leave.....	17
Section 12.4 Paid Sick Leave.....	17
Section 12.5 Personal Leave Days.....	18
Section 12.6 Funeral Leave.....	19
Section 12.7 Jury Duty.....	19
<b>Article 13: Holidays</b>	
Section 13.0 Holiday Pay.....	19
Section 13.1 Holiday Eligibility .....	20
Section 13.2 Weekend Holidays.....	20
Section 13.3 Holiday Work.....	20
Section 13.4 Holiday Pay During Layoff or Leave of Absence .....	20
Section 13.5 Holiday During Vacation.....	20
<b>Article 14: Vacations</b>	
Section 14.0 Vacations.....	20
Section 14.1 Vacation Accumulation .....	21
Section 14.2 Computation.....	21
Section 14.3 Scheduling.....	21
Section 14.4 Payments .....	22
<b>Article 15: Insurance and Pension</b>	
Section 15.0 Health Insurance .....	22
Section 15.1 Employee Health Care Contributions and Payment in Lieu of Insurance .....	22
Section 15.2 Re-Opener .....	22
Section 15.3 Retiree Healthcare.....	23
Section 15.4 Term Life Insurance.....	23

Section 15.5 Pension.....	23
Section 15.6 Unemployment Compensation.....	24
Section 15.7 Long Term Disability.....	24
<b>Article 16: Classification and Rates</b>	
Section 16.0 Wages.....	24
Section 16.1 Starting Rates for New Employees .....	27
Section 16.2 New Classification.....	27
Section 16.3 Standby Pay for Electric Crew, DPW and Wastewater Employees .....	27
Section 16.4 Mutual Aid – Storm/Emergency Response Pay.....	27
<b>Article 17: Miscellaneous</b>	
Section 17.0 Captions .....	28
Section 17.1 Gender.....	28
Section 17.2 Change in Personal Status.....	28
Section 17.3 Separation-Voluntary Termination .....	28
Section 17.4 Successor to City.....	28
Section 17.5 Supervisory Employees .....	28
Section 17.6 Contracting and Subcontracting.....	28
Section 17.7 Work Rules .....	29
Section 17.8 Union Bulletin Boards .....	29
Section 17.9 Supplemental Agreements .....	29
Section 17.10 Medical Dispute Resolution.....	29
Section 17.11 Non-Bargaining Unit Employees.....	29
Section 17.12 Uniforms .....	30
<b>Article 18: CDL License</b>	
Section 18.0 CDL.....	30
<b>Article 19: Longevity Plan</b>	
Section 19.0 Longevity .....	30
<b>Article 20: Re-Opener to Bargain for Equal Benefits</b>	
Section 20.0 Equal Benefits.....	31
<b>Article 21: Drug Free Workplace</b>	
Section 21.0 Drug Free Workplace.....	31
<b>Article 22: Assignment of Overtime</b>	
Section 22.0 Assignment of Overtime .....	32
<b>Article 23: Waiver</b>	
Section 23.0 Waiver.....	32
<b>Article 24: Terms of Agreement</b>	
Section 24.0 Duration .....	33

**Signature Page** 33

**Appendix A** Health, Dental & Vision Plan Description(s)

## **AGREEMENT**

This agreement entered into on the \_\_\_\_\_ day of June, 2022, between the CITY OF PORTLAND, hereinafter referred to as the “CITY” or “EMPLOYER”, and the City of Portland Employees Chapter of the Governmental Employees Labor Council, hereinafter referred to as the “UNION.”

### **PURPOSE AND INTENT**

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

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

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

### **ARTICLE 1: RECOGNITION**

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

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

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

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

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

## ARTICLE 2: RIGHT TO WORK

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

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

## **Section 2.1 Check off.**

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

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

## **Section 2.2 When Deductions Begin.**

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

## **ARTICLE 3: REPRESENTATION**

### **Section 3.0 Employee Committee.**

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

## **ARTICLE 4: MANAGEMENT RIGHTS**

### **Section 4.0 Rights of the City.**

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

## **ARTICLE 5: SPECIAL CONFERENCES**

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

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

## **ARTICLE 6: GRIEVANCE PROCEDURE**

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

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

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

All grievances shall be processed in the following manner:

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

days after the Employer's answer in step 1. Within five (5) days after the written grievance has been so submitted, a meeting shall be held between the employee, the steward, and the employee's immediate supervisor. The employee's immediate supervisor shall give his answer in writing to the employee or steward within three (3) days following the meeting.

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

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

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

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

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

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

The grievance form shall be supplied by the Union.

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

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

notifying his supervisor and turning in his work over to a replacement who shall be provided by the supervisor as promptly as is practical under the circumstances.

## **ARTICLE 7: ARBITRATION**

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

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

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

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

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

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

subsection includes increases that would result from wage step increases. Employees who receive health, dental, vision, prescription, or other insurance benefits under a collective bargaining agreement shall bear any increased cost of maintaining those benefits that occurs after the expiration date. The public employer is authorized to make payroll deductions necessary to pay the increased costs of maintaining those benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 9: WORK STOPPAGES**

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

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

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

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

## **ARTICLE 10: SENIORITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

fifteen (15) day trial period, with additional time by mutual agreement, to determine;

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

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

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

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

All new employees will follow the Annual Salary Table.

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

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

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

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

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

### **Section 10.9 Layoff.**

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

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

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

### **Section 10.10 Recall.**

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

### **Section 10.11 Recall Procedure.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 11.6 Break.**

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

### **Section 11.7 Overtime.**

All employees shall be required to work a reasonable amount of overtime when requested by their supervisor. Non-emergency overtime will be scheduled with as much advance notice as possible. Employees at work on a job will normally perform the overtime work

of that job. In assigning overtime work, the supervisor will attempt to have the work performed by those who volunteer to do so. Voluntary overtime hours will be divided as equally as practical among the employees in the classification affected, provided they have the skill and ability to do the overtime work. Questions regarding distribution of voluntary overtime will be discussed between the supervisor and steward as they arise, and the remedy shall be limited to balancing. In the event there is an insufficient number of qualified volunteers, the supervisor will assign the overtime work to the least senior employee(s) in the classification affected who have the skill and ability to do the overtime work.

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

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

### **Section 11.9 Pyramiding.**

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

### **Section 11.10 Saturday and Sunday Scheduled Work.**

Employees scheduled to work on Saturday or Sunday will be paid at the rate of one and one half (1 ½) times their regular rate of pay for their hours worked.

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

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

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

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

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

exceed three (3) calendar months. During such extension or extensions, seniority shall be retained, but it shall be accumulated upon.

**Section 12.2 Extended Sick Leave.**

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

**Section 12.3 Union Business Leave.**

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

**Section 12.4 Paid Sick Leave.**

- a. All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with unlimited accumulation. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. If at any time during the year (year being July to July) the employee accumulates ninety (90) sick leave days, that employee will be given four (4) additional vacation days with pay. Also, when an employee has accumulated one hundred twenty (120) days' sick leave, that employee will be given an additional four (4) days vacation with pay. Employees hired on or after July 1, 2022 shall not be entitled to additional vacation days based upon accumulated sick leave.

- b. Employees shall furnish upon request satisfactory evidence of illness where sick leave absences exceed three (3) consecutive working days. Satisfactory evidence of illness may be required by the City for each absence, regardless of duration, if the City has reason to believe the employee is abusing sick leave privileges. Falsification of a medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline.
- c. An employee eligible for sick leave with pay must use such leave for the following.
  - (1) Absence due to illness in the employee's immediate family is limited to husbands, wives, children, and parents.
  - (2) Absence to act as pallbearers.
- d. Only the sick leave record kept by the City office shall be considered official. Those records may be reviewed by the employees and any question as to the accuracy of this record shall be subject to the Grievance Procedure. All Sick Leave must be requested in writing to the Department Head who will deliver said request to the City Office so the official record can be updated.
- e. The City agrees that each employee shall be allowed the option of cashing in one half of their unused sick leave each year provided that employee must have a minimum of twenty-five (25) sick leave days accumulated before they will be allowed to cash in sick days.
- f. For illnesses that extend more than thirty (30) days, an Employee may apply for long-term disability.
- g. Fringe benefits will be paid by the City for any leave duration, as long as the employee is paid by long-term disability, worker's compensation, and/or accrued leave.

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

Each employee covered by this Agreement will be granted four (4) personal leave days per year with pay, not to be deducted from sick leave or vacation leave, which may be used by the employee as the employee sees fit. Employees must submit a request to the Employer at least one (1) day in advance of the requested time off unless such advance notice is excused by the Employer.

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

**Section 12.6 Funeral Leave.**

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

**Section 12.7 Jury Duty.**

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

**ARTICLE 13: HOLIDAYS**

**Section 13.0 Holiday Pay.**

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

The employee's birthday shall be established as a holiday. However, the employee must take the day off, unless because of emergency he is required to work. If requested to work, he will be paid his regular pay plus eight (8) hours for his birthday. In addition, employees shall receive the three (3) workdays following Christmas. If an employee is required to work any of the three (3) workdays following Christmas, he will receive another day off at the rate of time and one-half (1 ½). Such day shall be taken at the employee's discretion prior to the end of the fiscal year in which the time was earned. If an employee is required to work beyond his regular scheduled shift on any of

the three (3) workdays following Christmas, he shall receive pay in accordance with Section 13.3.

**Section 13.1 Holiday Eligibility.**

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

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

**Section 13.2 Weekend Holidays.**

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

**Section 13.3 Holiday Work.**

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

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

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

**Section 13.5 Holiday During Vacation.**

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

**ARTICLE 14: VACATIONS**

**Section 14.0 Vacations.**

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

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

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

**Section 14.1 Vacation Accumulation.**

Employees are encouraged to take annual vacations. An employee may accumulate up to eighty (80) hours vacation, provided the employee must take at least forty (40) vacation hours each year. Effective July 1, 2022 employees may cash out up to eighty (80) hours of their vacation time during the year (twelve (12) month period based on the employee’s anniversary hire date). Employees hired prior to September 1, 1998 may cash out up to one hundred twenty (120) hours of unused vacation. Employees will be paid for all accumulated vacation hours in excess of eighty (80) hours at their current salary rate in the first pay period beginning on or after their anniversary date of hire. Such determination will be made prior to crediting new earned vacation.

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

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

**Section 14.2 Computation.**

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

**Section 14.3 Scheduling.**

To the extent possible considering the City requirements, the City agrees to provide vacation time off at the time most suitable to the employees involved. It is not possible to give all employees their choice of vacations. Vacation scheduling will be “first come first served” selection, in order of seniority. Requests may be submitted throughout the

year and must be answered with approval or denial within thirty (30) days of submission. Once approved, vacation leave may not be rescinded except for emergency situations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 15.5 Pensions.**

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

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

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

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

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

#### **Section 15.6 Unemployment Compensation.**

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

#### **Section 15.7 Long Term Disability.**

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

### **ARTICLE 16: CLASSIFICATION AND RATES**

#### **Section 16.0 Wages.**

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

Effective the first full payroll period after signing by City Council, but no earlier than July 1, 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 by 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 (2¾%) at all levels and classifications.

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

Classification	Classification MI Municipal League	Pay Grade	Hourly Rate 22-23	Hourly Rate 23-24	Hourly Rate 24-25
			3.00%	3.00%	2.75%
Electric Department					
Certified Senior Lineman (Foreman)	Electric Maintenance Worker III	8	\$35.50 - \$44.78	\$36.57 - \$46.13	\$37.58 - \$47.39
Certified Lineman/ Crewleader	Electric Maintenance Worker II	7***	\$34.09 - \$43.02	\$35.12 - \$44.31	\$36.08 - \$45.53
Certified Lineman	Electric Maintenance Worker I	7	\$32.68 - \$41.25	\$33.66 - \$42.49	\$34.59 - \$43.66
Waste Water Department					
Sewer Plant Laborer	Wastewater Treatment Assistant	4	\$21.48 - \$27.49	\$22.12 - \$28.31	\$22.73 - \$29.09
Sewer Plant Operator B	Wastewater Treatment Assistant	5*	\$24.71 - \$31.60	\$25.45 - \$32.55	\$26.15 - \$33.44
Sewer Plant Operator C	Wastewater Treatment Assistant	4*	\$23.27 - \$29.76	\$23.97 - \$30.65	\$24.63 - \$31.50
Sewer Plant Operator D	Wastewater Treatment Assistant	4*	\$22.36 - \$28.63	\$23.03 - \$29.48	\$23.67 - \$30.29
DPW					
Foreman	Municipal Maintenance Worker II	6*	\$26.15 - \$33.49	\$26.93 - \$34.50	\$27.67 - \$35.44
Mechanic	Equipment Mechanic	4****	\$22.51 - \$28.52	\$23.18 - \$29.38	\$23.82 - \$30.18

Water Tech.	Water System Maintenance Worker	5*	\$23.70 - \$30.34	\$24.47 - \$31.25	\$25.08 - \$32.11
Maintenance/DPW **	Municipal Maintenance Worker I	4	\$21.48 - \$27.49	\$22.12 - \$28.31	\$22.73 - \$29.09
Cemetery Laborer **	Municipal Maintenance Worker I	4	\$21.48 - \$27.49	\$22.12 - \$28.31	\$22.73 - \$29.09

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

Limited Treatment License		Distribution System License	
D4 - \$300		S4 - \$200	
D3 - \$600		S3 - \$400	
D2 - \$1300	2022	S2 - \$900	2022
\$1400	2023	\$1000	2023
\$1500	2024	\$1100	2024

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

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

\*\*\* Add 50%, of the difference between pay grade 7 and 8 to paygrade 7 as compensation

for the certified lineman crewleader. 2022-2025 contract increases the electric lineman by \$2.00 before across the board increases and the mechanic position \$1.00 before across the board increases.

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

New employees hired into the bargaining unit may be placed within the pay scale based upon their prior experience.

### **Section 16.2 New Classifications.**

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

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

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

- a. One employee for the DPW and Wastewater and one employee for the Electric Department will be required to remain on call each week from 3:30 p.m. Tuesday to 3:30 p.m. the following Tuesday and said employees shall receive eight (8) hours straight time pay at the foreman rate for the DPW and Wastewater departments and eight (8) hours of straight time pay at the Senior Lineman rate for the Electric Department per week for such on call duty. If the standby employee is called in during standby they will receive a minimum of three (3) hours of pay at one and one half (1 ½) times the foreman rate of pay.
- b. Employees who are on call shall be in condition to perform their normal duties when answering calls.

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

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

## **ARTICLE 17: MISCELLANEOUS**

### **Section 17.0 Captions.**

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

### **Section 17.1 Gender.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Non-bargaining unit employees including grant, project, CETA, and temporary employees shall not perform work ordinarily and customarily performed by the cemetery

laborer while bargaining unit employees are on layoff status except by mutual agreement between the City and the Union. This agreement only applies to the cemetery grounds and does not preclude the use of the building at the cemetery by other City departments for their work. This agreement shall not take precedence over any Section of the collective bargaining agreement.

**Section 17.12 Uniforms.**

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

**ARTICLE 18: CDL LICENSE**

**Section 18.0 CDL.**

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

**ARTICLE 19: LONGEVITY PLAN**

**Section 19.0 Longevity.**

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

- a. Schedule of Plan.

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

- b. A ceiling of one thousand two hundred dollars (\$1200.00) is placed on the maximum longevity check to be paid to an employee.
- c. Longevity pay will be distributed to employees in a single check, once a year, in the last payroll of November.

- d. Calculation of years of service will be based on service through December 31<sup>st</sup> of each year, commencing December 31, 1981.
- e. Employees who take leave of absence, leave, or retire from employment during the calendar year, shall receive longevity pay prorated on the number of weeks worked in that partial year. In addition, for employees who take a leave of absence, the anniversary date of employment shall be extended by all leave of absence time for the purpose of computing years of service. In a rehiring situation, the rehiring date will be the date of record for calculating longevity.

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

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

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

## **ARTICLE 21: DRUG FREE WORKPLACE**

### **Section 21.0 Drug Free Workplace.**

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

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

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

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

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

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

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

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

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

## **ARTICLE 23: WAIVER**

### **Section 23.0 Waiver.**

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

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

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

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

**ARTICLE 24: TERMS OF AGREEMENT**

**Section 24.0 Duration.**

This Agreement shall become effective July 1, 2022 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 sixty (60) days prior to the above termination date, give written notification of same. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union at 667 East Big Beaver, Suite 205, Troy, Michigan 48083 and to the Employer at 259 Kent Street, Portland, Michigan 48875, Attention: City Manager, or to any such address as the Union or Employer may make available to each other.

CITY OF PORTLAND

CITY OF PORTLAND  
GOVERNMENTAL EMPLOYEES  
LABOR COUNCIL

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

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

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

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

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

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

Dated this \_\_\_\_\_ of June, 2022.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-50**

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

**WHEREAS**, the City has agreed to collective bargaining agreements with the City Employees represented by the Police Officers Labor Council (POLC), as well as City Employees represented by the Governmental Employees Labor Council (GELC) for the period July 1, 2022 through June 30, 2025; and

**WHEREAS**, the City Manager recommends that the City Council approve the cost-of-living wage adjustments, as summarized in the attached Exhibit A.

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

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

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 20, 2022

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

## **Exhibit A.**

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

- Effective July 1, 2022, wages shall increase by three percent (3%) at all levels and classifications.
- Effective July 1, 2023, wages shall increase by three percent (3%) at all levels and classifications.
- Effective July 1, 2024, wages shall increase by two and three-quarter percent (2.75%) at all levels and classifications.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-51**

**A RESOLUTION TO AMEND THE BUDGET  
FOR FISCAL YEAR 2021-2022**

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

**WHEREAS**, the Finance Director has reviewed current fund balances and expenditures for FY 2021-2022 and recommends that the Council approve the proposed amendments set forth on the attached Exhibit A in order to comply with State law.

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

1. The Portland City Council approves the 2021-2022 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 20, 2022

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

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF PORTLAND - 4TH QUARTER 21-22

GL Number	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
105-254-995.202	TRANSFER TO MAJOR STREETS	60,000.00
202-000-699.105	CONTRIBUTION FROM INCOME TAX	60,000.00
101-000-678.000	MERS FOREITURE REVENUES	1,500.00
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	2,500.00
		<u>4,000.00</u>
101-201-719.000	OTHER FRINGE	100.00
101-201-720.000	WORKER'S COMPENSATION	(400.00)
101-201-801.000	LEGAL SERVICE	2,000.00
101-201-801.000	LEGAL SERVICE	4,000.00
101-201-803.000	ENGINEERING SERVICE	1,500.00
101-201-804.000	CONTRACTUAL SERVICE	1,200.00
101-201-806.000	DATA PROCESSING	950.00
101-201-901.000	LEGAL NOTICES	200.00
101-201-912.000	PROPERTY INSURANCE	210.00
101-201-956.000	MISCELLANEOUS EXPENSES	100.00
101-201-975.000	CAPITAL OUTLAY BUILDING	5,830.00
101-201-975.000	CAPITAL OUTLAY BUILDING	(5,430.00)
		<u>10,260.00</u>
101-257-720.000	WORKER'S COMPENSATION	80.00
101-257-730.000	POSTAGE	500.00
101-257-810.000	EQUIPMENT MAINTENANCE CONTRACT	800.00
101-257-851.000	TELEPHONE SERVICE	100.00
101-257-901.000	LEGAL NOTICES	100.00
101-257-956.000	MISCELLANEOUS EXPENSES	200.00
		<u>1,780.00</u>
101-265-702.000	S & W FULLTIME	500.00
101-265-715.000	S & W SOCIAL SECURITY	70.00
101-265-734.000	SAFETY SUPPLIES	390.00
101-265-922.000	GAS	3,400.00
101-265-923.000	WATER	(5,000.00)
		<u>(640.00)</u>
101-301-702.000	S & W FULLTIME	(5,800.00)
101-301-702.000	S & W FULLTIME	(49,862.00)
101-301-706.000	S & W PARTTIME	3,500.00
101-301-710.000	S& W OVERTIME	7,000.00
101-301-715.000	S & W SOCIAL SECURITY	(2,214.00)
101-301-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	2,000.00
101-301-730.000	POSTAGE	190.00
101-301-745.000	MOTOR FUEL & OIL	3,000.00

101-301-804.000	CONTRACTUAL SERVICE	500.00
101-301-806.000	DATA PROCESSING	2,600.00
101-301-851.000	TELEPHONE SERVICE	200.00
101-301-851.000	TELEPHONE SERVICE	500.00
101-301-956.000	MISCELLANEOUS EXPENSES	1,000.00
		<hr/>
		(37,386.00)
101-371-702.000	S & W FULLTIME	(3,000.00)
101-371-706.000	S & W PARTTIME	500.00
101-371-715.000	S & W SOCIAL SECURITY	(1,320.00)
101-371-717.000	LIFE/LTD INSURANCE	30.00
101-371-801.000	LEGAL SERVICE	1,500.00
		<hr/>
		(2,290.00)
101-567-710.000	S& W OVERTIME	100.00
101-567-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	300.00
101-567-718.000	PENSION	4,100.00
101-567-734.000	SAFETY SUPPLIES	200.00
		<hr/>
		4,700.00
101-707-710.000	S& W OVERTIME	1,300.00
101-707-715.000	S & W SOCIAL SECURITY	100.00
101-707-717.001	LIFE INSURANCE-RETIREEES	10.00
101-707-718.000	PENSION	20.00
101-707-804.336	CONTRACTUAL SERVICE-FIRE AUTHORITY	3,441.00
101-707-881.000	COMMUNITY PROMOTIONS	2,000.00
101-707-884.000	CLEANUP WEEK	1,000.00
101-707-921.000	ELECTRICITY	300.00
101-707-923.000	WATER	(5,500.00)
101-707-923.000	WATER	500.00
101-707-923.000	WATER	(3,000.00)
101-707-924.000	SEWER	(5,500.00)
101-707-924.000	SEWER	500.00
101-707-924.000	SEWER	(3,000.00)
101-707-938.000	M & R STREET LIGHTS	(1,500.00)
101-707-966.002	ANNEXATION AGREEMENT-REVENUE SHARING	4,300.00
101-707-975.002	CAP OUTLAY-OLD MILL BUILDING	8,500.00
		<hr/>
		3,471.00
101-751-702.000	S & W FULLTIME	3,800.00
101-751-740.000	OPERATING SUPPLIES	500.00
101-751-745.000	MOTOR FUEL & OIL	200.00
101-751-775.001	M & R RIVERTRAIL	40,000.00
101-751-775.001	M & R RIVERTRAIL	(25,000.00)
101-751-775.001	M & R RIVERTRAIL	(15,000.00)
101-751-803.000	ENGINEERING SERVICE	100.00
101-751-922.000	GAS	600.00
101-751-922.000	GAS	600.00
101-751-923.000	WATER	3,000.00
101-751-924.000	SEWER	1,000.00

101-751-924.000	SEWER	3,000.00
101-751-931.000	M & R EQUIPMENT	4,500.00
101-751-947.000	VEHICLE RENTAL	700.00
101-751-971.001	CAPITAL OUTLAY-RIVERTRAIL	100,000.00
101-751-971.001	CAPITAL OUTLAY-RIVERTRAIL	25,000.00
101-751-975.000	CAPITAL OUTLAY BUILDING	300.00
		<hr/>
		143,300.00
105-254-995.203	TRANSFER TO LOCAL STREETS	43,100.00
202-201-956.000	MISCELLANEOUS EXPENSES	200.00
202-452-803.022	ENG SVC-BRIDGE ST BRIDGE IMPROVEMENTS	(10,000.00)
202-452-803.023	GRAND RIVER AVE COORIDOR STUDY	(25,000.00)
202-452-804.000	CONTRACTUAL SERVICE	30,000.00
202-452-804.000	CONTRACTUAL SERVICE	5,000.00
202-452-974.006	SIDEWALK IMPROVEMENTS	1,600.00
		<hr/>
		1,600.00
202-463-716.001	HEALTH INSURANCE-RETIREES	4,980.00
202-463-719.000	OTHER FRINGE	550.00
202-463-804.000	CONTRACTUAL SERVICE	60,000.00
		<hr/>
		65,530.00
202-475-702.000	S & W FULLTIME	200.00
202-475-715.000	S & W SOCIAL SECURITY	10.00
202-475-716.000	HEALTH INSURANCE	250.00
202-475-717.000	LIFE/LTD INSURANCE	60.00
202-475-718.000	PENSION	800.00
202-475-947.000	VEHICLE RENTAL	300.00
		<hr/>
		1,620.00
203-000-402.000	REAL PROPERTY TAXES	61,000.00
203-452-974.006	SIDEWALK IMPROVEMENTS	3,800.00
208-000-587.000	GRANTS-PORTLAND TWP	3,000.00
208-000-621.000	YOUTH GYMNASTICS	(4,000.00)
		<hr/>
		(1,000.00)
208-751-703.000	S & W SUPERVISOR	928.00
208-751-706.000	S & W PARTTIME	(13,000.00)
208-751-715.000	S & W SOCIAL SECURITY	(1,010.00)
		<hr/>
		(13,082.00)
210-302-702.000	S & W FULLTIME	5,500.00
210-302-703.000	S & W SUPERVISOR	(20,000.00)
210-302-710.000	S& W OVERTIME	10,000.00
210-302-716.000	HEALTH INSURANCE	(6,000.00)
210-302-723.000	UNEMPLOYMENT	275.00

210-302-740.000	OPERATING SUPPLIES	1,500.00
210-302-956.000	MISCELLANEOUS EXPENSES	200.00
		<u>(8,525.00)</u>
248-267-740.006	OPERATING SUPPLIES-P&M COMMITTEE	1,700.00
248-267-740.008	OPERATING SUPPLIES - BEER FEST	600.00
248-267-740.009	OPERATING SUPPLIES - HOLIDAY FEST	700.00
248-267-804.000	CONTRACTUAL SERVICE	500.00
248-267-886.000	FIREWORKS (DDA)	2,500.00
248-267-886.000	FIREWORKS (DDA)	5,000.00
248-267-947.000	VEHICLE RENTAL	900.00
		<u>11,900.00</u>
582-201-801.000	LEGAL SERVICE	6,000.00
582-201-958.000	DUES & SUBSCRIPTIONS	9,000.00
		<u>15,000.00</u>
582-539-740.000	OPERATING SUPPLIES	(2,100.00)
582-539-745.000	MOTOR FUEL & OIL	2,000.00
582-539-775.000	M & R SUPPLIES	(50,000.00)
582-539-803.001	ENG SERVICE-POWER RATE STUDY	(8,900.00)
582-539-804.000	CONTRACTUAL SERVICE	1,000.00
582-539-818.000	PCB REMOVAL	(1,000.00)
582-539-922.000	GAS	8,500.00
582-539-922.001	GAS-DIESEL GENERATION	3,000.00
582-539-925.000	PURCHASED POWER-MPPA ESP	95,000.00
582-539-932.000	M & R GROUNDS	1,000.00
582-539-937.000	M & R HYDRO	7,000.00
582-539-937.000	M & R HYDRO	3,000.00
582-539-938.000	M & R STREET LIGHTS	21,000.00
582-539-939.000	M & R LINES	10,000.00
582-539-939.000	M & R LINES	8,000.00
582-539-967.000	TREE MANAGEMENT	13,000.00
		<u>110,500.00</u>
590-201-804.000	CONTRACTUAL SERVICE	700.00
590-201-851.000	TELEPHONE SERVICE	1,300.00
590-201-992.000	PRINCIPAL PAYMENT	(67,000.00)
		<u>(65,000.00)</u>
590-548-740.000	OPERATING SUPPLIES	3,500.00
590-548-740.000	OPERATING SUPPLIES	2,000.00
590-548-751.000	UNIFORM CLEANING	300.00
590-548-921.000	ELECTRICITY	400.00
590-548-930.000	M & R BUILDING	1,200.00
590-548-931.000	M & R EQUIPMENT	(4,200.00)
590-548-960.000	EDUCATION & TRAINING	100.00
		<u>3,300.00</u>
591-201-705.000	S & W BILLING & METER READING	1,081.00

591-201-715.000	S & W SOCIAL SECURITY	400.00
591-201-934.000	M & R OFFICE EQUIPMENT	500.00
		<hr/>
		1,981.00
591-441-751.000	UNIFORM CLEANING	250.00
661-201-740.000	OPERATING SUPPLIES	55.00
661-441-931.000	M & R EQUIPMENT	6,000.00

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-52**

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

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

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

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

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

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

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 20, 2022

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

# MERS Hybrid Plan Adoption Agreement



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

www.mersofmich.com

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

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

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

## II. Effective Date

Check one:

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

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

Vesting credit from date of hire

No vesting credit

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

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

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

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

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is to **separate employees** from an existing Hybrid division

(existing division number(s) \_\_\_\_\_)

into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

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

---

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

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

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

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

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

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

To further define eligibility, check all that apply:

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

## IV. Provisions

### Employer Caps

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

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

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

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

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

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

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

### 3. Benefit Multiplier

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

#### **Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%

#### **No Social Security Coverage**

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

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

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

# MERS Hybrid Plan Adoption Agreement

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

## Hybrid – Defined Contribution Component Provisions

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

Vesting will be credited using (check one):

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

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

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

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

## 2. Contributions

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

	Enter % or \$ for contribution amounts						
Employee Contribution							
Employer Contribution							

Direct mandatory employee contributions as pre-tax.

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

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

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

# MERS Hybrid Plan Adoption Agreement

## 3. Compensation:

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

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

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

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

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

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

## V. Appointing MERS as the Plan Administrator

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

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

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

## VII. Enforcement

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

# MERS Hybrid Plan Adoption Agreement

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

## VIII. Execution

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

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

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

Title: \_\_\_\_\_

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

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

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

# MERS Hybrid Plan Adoption Agreement



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

www.mersofmich.com

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

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

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

## II. Effective Date

Check one:

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

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

Vesting credit from date of hire

No vesting credit

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

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

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

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

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_)

into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

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

---

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

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

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

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

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

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

To further define eligibility, check all that apply:

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

## IV. Provisions

### Employer Caps

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

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

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

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

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

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

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

### 3. Benefit Multiplier

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

#### **Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%

#### **No Social Security Coverage**

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

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

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

# MERS Hybrid Plan Adoption Agreement

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

## Hybrid – Defined Contribution Component Provisions

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

Vesting will be credited using (check one):

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

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

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

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

## 2. Contributions

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

	Enter % or \$ for contribution amounts						
Employee Contribution							
Employer Contribution							

Direct mandatory employee contributions as pre-tax.

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

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

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

# MERS Hybrid Plan Adoption Agreement

## 3. Compensation:

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

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

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

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

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

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

## V. Appointing MERS as the Plan Administrator

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

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

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

## VII. Enforcement

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

# MERS Hybrid Plan Adoption Agreement

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

## VIII. Execution

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

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

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

Title: \_\_\_\_\_

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

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

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

# MERS Hybrid Plan Adoption Agreement



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

www.mersofmich.com

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

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

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

## II. Effective Date

Check one:

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

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

Vesting credit from date of hire

No vesting credit

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

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

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

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

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

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

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

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

---

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

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

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

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

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

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

To further define eligibility, check all that apply:

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

## IV. Provisions

### Employer Caps

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

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

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

# MERS Hybrid Plan Adoption Agreement

## Hybrid – Defined Benefit Component Provisions

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

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

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

### 3. Benefit Multiplier

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

#### **Social Security Coverage**

- 1.00%
- 1.25%
- 1.50%

#### **No Social Security Coverage**

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

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

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

# MERS Hybrid Plan Adoption Agreement

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

## Hybrid – Defined Contribution Component Provisions

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

Vesting will be credited using (check one):

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

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

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

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

## 2. Contributions

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

	Enter % or \$ for contribution amounts						
Employee Contribution							
Employer Contribution							

Direct mandatory employee contributions as pre-tax.

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

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

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

# MERS Hybrid Plan Adoption Agreement

## 3. Compensation:

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

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

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

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

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

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

## V. Appointing MERS as the Plan Administrator

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

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

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

## VII. Enforcement

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

# MERS Hybrid Plan Adoption Agreement

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

## VIII. Execution

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

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

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

Title: \_\_\_\_\_

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

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

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

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

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

**RESOLUTION NO. 22-53**

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

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

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

Board of Light & Power

-Robert Baldyga to a term expiring June 30, 202

Planning Commission

-Dr. Jason Williamson to a term expiring June 30, 2025

Portland Area Fire Authority

-Joel VanSlambrouck to a term expiring June 30, 2026

-John Kmetz to a term expiring June 30, 2025

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

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

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 20, 2022

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

# City of Portland

Portland, Michigan

## Minutes of the City Council Meeting

Held on Monday, June 6, 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: Jon Moxey and Joe Benjamin of Fleis & VandenBrink; Young Residents of the Community

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

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

Yeas: VanSlambrouck, Fitzsimmons, Johnston, Sheehan, Barnes

Nays: None

Adopted

Under Public Comment, two young gentleman from the community provided apologies to the Council for their actions in vandalizing City owned property.

Under City Manager Report, City Manager Gorman reported on two design workshops for the Kent Street Improvement Project. Representatives of Fleis & VandenBrink were present to provide information on the preliminary design concepts. Concerns were expressed with the potential elimination of the angle parking along Kent St. City Manager Gorman noted that Small Urban Project funding has been reallocated from a potential project on Grand River Ave. from Rowe Ave. to Charlotte Hwy. to the proposed Kent St. project. Any grant funding used toward road projects require that certain standards be met.

Mr. Moxey noted that he and staff at Fleis & VandenBrink have been working to quantify what standards are required to receive grant funding; requirements of the Americans with Disability Act (ADA) must be adhered to. The City is also applying for the MDOT – Transportation Alternatives Program (TAP) and the Revitalization and Placemaking Program (RAP) that must also meet the ADA standards. Mr. Moxey further stated they are considering all of the comments received at the workshops and they continue to work on the required easements that are necessary.

City Manager Gorman read the communication that was sent out with the June utility bills noting that there is the potential for power outages across the State of Michigan this summer.

The prebid meeting for the Broadband Request for Proposals will be held Wednesday, June 15, 2022. At this point, there is at least one potential bidder for the project. The Board of Light and Power has hired an attorney out of Washington D.C. to explore potential grant opportunities.

City Manager Gorman noted that approximately \$30,000 was approved for the Portland Area Municipal Authority (PAMA) in the Fiscal Year 2022-2023 Budget. PAMA recently submitted their budget request of \$164,000 for extensive repairs to the PAMA building. The City Treasurer has been advised to prepare a budget amendment for the budget request from the General Fund during the 1<sup>st</sup> Quarter of the new fiscal year.

Council Member Fitzsimmons outlined the repairs to be made to the PAMA building.

There was discussion.

Ambulance Agreements for Fiscal Year 2022-2023 have been sent to the participating jurisdictions. Chief Thomas is attending the Lyons Township Board Meeting tonight in an effort to keep them in contract with the City's ambulance service instead of going to another service as they are considering.

The Planning Commission will meet on Wednesday, June 8, 2022 where they will continue with their review of the revised draft zoning ordinance. City Manager Gorman further provided background on the proposed rezoning process of the Rindlehaven property by Mayberry Homes. Mr. Schroeder, of Mayberry Homes, has reached out and would like to discuss a new proposal that would be similar to the current Planned Unit Development; mixed use plan.

City Manager Gorman noted other potential development in the City; Auto Zone is considering a development at the former Goodwill property and the owners of Shell are considering the development of a car wash facility at the rear of the property.

Under Presentations, Jon Moxey and Joe Benjamin of Fleis & VandenBrink presented an update on the Wastewater Treatment Plant Improvement Project status.

Director ConnerWellman presented the Downtown Report.

Under New Business, the City Council held the Second Reading and consideration of Ordinance 175SS to rezone the properties located at 126 and 132 Riverside Dr. from C-1 (Central Business District) to R-2 (Traditional Residential District).

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

Yeas: Fitzsimmons, Johnston, VanSlambrouck, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-45 to apply for \$250,000 in funding through MDOT from the Transportation Economic Development Category B program for roadway improvements on Center Street, Church Street, West Street, Water Street, and Bristie Street.

Mr. Moxey noted this application is intended to enhance the work already planned for this project.

Motion by Sheehan, supported by Fitzsimmons, to approve Resolution 22-45 to establish a request for funding, designate an agent, attest to the existence of funds and commit to implementing a maintenance program for roadway improvements on Center Street, Church Street, West Street, Water Street and Bristie Street funded by the Transportation Economic Development Fund Category B Program.

Yeas: Sheehan, Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Adopted

The Council considered Resolution 22-46 a Resolution of Support for the Kent Street Sidewalk Improvements which are intended to include concrete replacement, streetlight and tree relocation, crosswalk enhancements, accessibility improvements and related work between Academy Street and Grand River Avenue. The City is seeking financial support from the MDOT Transportation Alternatives Program in the amount of \$301,200. The City has budgeted for its local match, associated road work, engineering, legal and administrative costs for the project.

Mr. Moxey noted that if this grant is awarded to the City then the Kent Street sidewalks will be required to be ADA compliant.

Mayor Pro-Tem VanSlambrouck noted the Council is committed to improving the downtown. He further challenged the downtown business owners, employees, and citizens to make the same commitment.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-46 a Resolution of Support for Kent Street Sidewalk Improvements.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

The Council considered Resolution 22-47 to approve payment in the amount of \$99,750 to F&V Construction for work performed on the Wastewater Treatment Plant Project.

Motion by Johnston, supported by Sheehan, to approve Resolution 22-47 approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

The Council considered Resolution 22-48 to recognize the Portland Area Historical Society as a nonprofit organization operating in the community for the purpose of obtaining a Charitable Gaming License.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 22-48 recognizing the Portland Area Historical Society as a nonprofit organization for the purpose of obtaining a Charitable Gaming License.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Sheehan, Barnes

Nays: None

Adopted

Motion by Fitzsimmons, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting on May 16, 2022, payment of invoices in the amount of \$390,885.92 and payroll in the amount of \$109,601.34 for a total of \$500,487.26. A purchase order to Vesco in the amount of \$7,554.00 for two decorative street lights was also included.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Sheehan, Barnes

Nays: None

Adopted

Under City Manager Comments, City Manager Gorman reviewed the rules for the splash pad, particularly regarding dogs. Dogs are not allowed on the splash pad but they are allowed in the park. The City will continue to monitor this situation.

City Manager Gorman complimented McKearney on the work completed on the Bogue Flats loop of the river trail.

Under Council Comments, Mayor Barnes noted that dogs at Toan Park should be well behaved.

Mayor Pro-Tem VanSlambrouck noted that today, June 6<sup>th</sup>, is the memorial of D-Day. What was accomplished that day was an extraordinary feat.

Council Member Johnston noted the Memorial Day processional was a very nice event and complimented the VFW and American Legion for a job well done.

She further noted the VFW will hold a Burger Night fundraiser for the Portland Civic Players on Friday, June 10, 2022.

Mayor Barnes also noted the VFW will hold a Burger Night fundraiser for the Portland Area Historical Society on Friday, June 17, 2022. The vintage baseball team, the Blue Sox, will play in Rockford on Saturday, June 11, 2022.

Mayor Barnes suggested that residents consider going to paperless billing for their utility bills.

Council Member Sheehan noted the Scouts are putting together the 4<sup>th</sup> of July parade; the community can contact her for more information.

Mayor Barnes thanked Council Member Sheehan for her involvement with the Scouts.

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

Yeas: Johnston, Sheehan, VanSlambrouck, Fitzsimmons, Barnes

Nays: None

Adopted

Meeting adjourned at 8:21 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

---

Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the June 6, 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** - Jon Moxey and Joe Benjamin of Fleis & VandenBrink presented an update on the Wastewater Treatment Plant Improvement Project status.

**Presentation** - Director ConnerWellman presented the Downtown Report.

**Second Reading and Consideration of Ordinance 175SS** to rezone the properties located at 126 and 132 Riverside Dr. from C-1 (Central Business District) to R-2 (Traditional Residential District).

All in favor. Adopted.

**Approval of Resolution 22-45** to establish a request for funding, designate an agent, attest to the existence of funds and commit to implementing a maintenance program for roadway improvements on Center Street, Church Street, West Street, Water Street and Bristie Street funded by the Transportation Economic Development Fund Category B Program.

All in favor. Adopted.

**Approval of Resolution 22-46** a Resolution of Support for Kent Street Sidewalk Improvements.

All in favor. Adopted.

**Approval of Resolution 22-47** approving payment to F&V Construction for work performed for the Wastewater Treatment Plant Project.

All in favor. Adopted.

**Approval of Resolution 22-48** recognizing the Portland Area Historical Society as a nonprofit organization for the purpose of obtaining a Charitable Gaming License.

All in favor. Adopted.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 8:21 P.M.**

All in favor. Adopted.

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

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
AMERICAN WATER WORKS ASSOC.	00018	MEMBERSHIP DUES - WATER	85.00
CLEAR RATE COMMUNICATIONS	02231	PHONE SVC - CITY HALL	408.99
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	525.00
CAPITAL ASPHALT LLC	02578	ASPHALT - MAJ, LOC STS	228.33
CULLIGAN	02130	WATER 2X CITY HALL - GEN	15.50
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	367.69
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	429.75
SPARROW OCCUPATIONAL HEALTH-LANSING	00340	PRE EMPLOY PHYSICAL G WERNER, SEASONAL - PARKS	126.00
AMERICAN RENTALS, INC.	00017	PORTABLE TOILET RENTAL - PARKS	100.00
UPS	02587	POSTAGE/SHIPPING - WATER	13.35
F&V OPERATIONS & RESOURCE MANAGMNT	02564	PROFESSIONAL SERVICES - WW	10,387.67
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	964.15
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	160.00
FAMILY FARM & HOME	01972	CLAMPS/BLADES & CREDIT - WATER	23.95
GRANGER	00175	REFUSE - CEM, PARKS, MTR POOL	374.26
BADGER METER INC.	02247	ORION CELLULAR LTE SVC - WATER	57.85
FOX TREE FARM LLC	02742	EVERGREEN TREES SPADED - PARKS	4,960.00
DURRANT BROTHERS CONSTRUCTION LLC	02612	FINAL PYMT REPAIR RED BARN - ELECT, CONS AGEND?	10,814.00
WATERSHED PARTNERS	02743	3 TEAM SESSIONS DEV/COACHING - ELECTRIC	2,500.00
CORRIGAN OIL CO, NO. 11	02693	DIESEL FOR GENERATOR - ELECTRIC	2,341.42
FAMILY FARM & HOME	01972	OPERATING SUPPLIES - ELECTRIC	6.98
POWER LINE SUPPLY COMPANY	00389	WIRE CONNECTOR - ELECTRIC	25.50
MICHIGAN STEEL AND TRIM	02613	OPERATING SUPPLIES - ELECTRIC	23.37
RIVERSIDE INTEGRATED SYSTEMS	01441	FIRE/SECURITY MONITORING - ELECTRIC	300.00
VERIZON WIRELESS	00470	5 IPADS, 4 CASES - ELECTRIC APPRV CONS AGENDA 4	5,233.91
USA BLUEBOOK	01850	SUPPLIES - WW	1,081.72
RESCO	00392	SAFETY SIGNS POWER PLANT & SUBSTATON - ELECTRI	4,302.95
MUNICIPAL SUPPLY CO.	00324	SAFETY GLASSES - ELECTRIC	37.50
APPLIED IMAGING	02493	COPY MACHINE MAINT - ELECTRIC	20.26
APPLIED IMAGING	02493	CITY HALL COPY MACHINE MAINT - GENERAL	23.97
FORTE PAYMENTS, INC.	02522	CC PAYMENTS - REC	79.74

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
MUNICIPAL INSPECTION SERVICES	00323	BLDG/TRADE PERMITS MAY 2022- GEN	44,521.00
CHRIS TEACHOUT	02604	CLOTHING ALLOW REIM - ELECTRIC	181.24
JOHN PAUL WERNET	02491	CLOTHING ALLOW REIM - ELECTRIC	181.24
FARABEE MECHANICAL, INC.	00148	COOPER BESSEMER TURBO RPR- ELE APR 22-04	88,713.65
FERGUSON WATERWORKS	02558	HYDRANT BACKFLOW DEVICE - WATER	772.00
GRANGER	00175	REFUSE - WW	152.58
GRANGER	00175	REFUSE - POLICE, COMM PROMO	86.00
GRANGER	00175	ANNUAL CLEAN UP DAY- COMM PROMO	6,732.09
CENTURYLINK	01567	PHONE SERVICES - GEN, WATER, WW, MP, ELECT	0.73
PACE ANALYTICAL SERVICES, INC.	02435	GROUND WATER ANALYSIS - ELECTRIC	780.00
SELBY LAWN CARE	02736	LAWN CARE - ELECTRIC	375.00
MODEL FIRST AID SAFETY/TRAINING	00313	RESTOCK MED CABINET - WW	102.70
TIM KRIZOV	01897	CLOTHING ALLOW REIM - WW	146.86
GRANGER	00175	REFUSE - REFUSE	12,682.04
CORE & MAIN	02658	RANGER FITTINGS - WATER	200.96
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	225.00
WESTPHALIA MILLING CO.	00480	ATHLETIC FIELD CHALK - REC	55.20
CULLIGAN	02130	WATER - PARKS, CEM	8.75
MARK WOODMAN PLUMBING & HEATING	01816	TOILET REPAIR RED MILL - PARKS	125.00
BUILDERS HARDWARE CO	02697	SUPPLIES FOR TIMED LOCK @FLATS - PARKS	151.72
ALT PRINTING CO.	02712	COED SOFTBALL CHAMP SHIRTS - REC	195.00
ALT PRINTING CO.	02712	FLAG FOOTBALL/COACH PITCH SHIRTS - REC	764.50
AT&T	00686	PHONE SERVICE - GENERAL	90.78
AT&T	00686	PHONE SERVICE - ELECTRIC	136.16
AT&T	00686	PHONE SERVICE - WATER, MOTOR POOL	181.55
AT&T	00686	PHONE SVC - WASTE WATER	221.57
AT&T	00686	PHONE LINE HYDRO DAM - ELECTRIC	238.86
AT&T	00686	PHONE SERVICE - GENERAL	489.39
FLEIS & VANDENBRINK	00153	PROFESSIONAL SERVICES - ELECTRIC	1,902.76
FLEIS & VANDENBRINK	00153	GEN ENGINEERING SERVICES - GEN	1,015.43
EMPLOYEE ASSISTANCE CENTER	00145	EAP 2022 JUNE - GEN	110.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
EMPLOYEE ASSISTANCE CENTER	00145	22-23 EAP SERVICES - VAR DEPTS	1,320.00
MRWA	01935	MEMBERSHIP DUES - WATER	780.00
TOWN & COUNTRY GROUP	02740	SECURITY CAMERA INSTALLED - CITY HALL COUNC AP	1,637.70
TOWN & COUNTRY GROUP	02740	SECURITY CAMERA INSTALL - ELECTRIC COUNC APPV	6,540.53
TOWN & COUNTRY GROUP	02740	SECURITY CAMERA INSTALL - ELECTRIC COUNC APPV F	2,725.04
TOWN & COUNTRY GROUP	02740	SECURITY CAMERA INSTALL - MTR POOL COUNC APPV F	1,493.10
TOWN & COUNTRY GROUP	02740	SECURITY CAMERA INSTALL - PARKS COUNC APPV RES	1,748.93
PAMA	01370	CONT TO PAMA OVERHEAD DOOR CO - COMM PROMO	280.00
FIRST ADVANTAGE OCCUPATIONAL HEALTH	02603	CLINIC COLLECTION C TEACHOUT - ELECTRIC	158.76
FLEIS & VANDENBRINK	00153	ENG SVC KENT ST IMPROV - MAJ STS	14,546.19
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	1,830.55
CITY OF PORTLAND- PETTY CASH	00701	VAR REIM - VAR DEPTS	276.26
CORRIGAN OIL CO, NO. 11	02693	DIESEL FUEL FOR GENERATOR - ELECTRIC	1,623.46
KENDALL ELECTRIC	00225	HARDWARE - ELECTRIC	86.11
KENDALL ELECTRIC	00225	HARDWARE - ELECTRIC	86.11
KENDALL ELECTRIC	00225	HARDWARE - ELECTRIC	86.11
CAPITAL ASPHALT LLC	02578	ASPHALT - MAJ STS	228.98
DORNBOS SIGN, INC.	00067	SIGN - LOCAL STS	36.60
DORNBOS SIGN, INC.	00067	SIGNS- MAJ STS	219.50
DORNBOS SIGN, INC.	00067	SAFETY CONES - MTR POOL	261.00
FAMILY FARM & HOME	01972	VEG KILLER - MAJ, LOC STS	329.97
GRAINGER, INC.	00172	SUPPLIES - ELECTRIC	376.56
GRAINGER, INC.	00172	LADDER RACK - ELECTRIC	303.74
MODEL FIRST AID SAFETY/TRAINING	00313	SAFETY SUPPLIES - MTR POOL	77.30
MUNICIPAL SUPPLY CO.	00324	DISTRIBUTION SUPPLIES - ELECTRIC	129.39
MUNICIPAL SUPPLY CO.	00324	HARDWARE - ELECTRIC	51.75
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	111.09
CONSUMERS ENERGY	00095	GAS SERVICE -CITY HALL	492.23
CONSUMERS ENERGY	00095	GAS SERVICE - WATER	21.32
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	243.66
CONSUMERS ENERGY	00095	GAS SERVICE - WW	420.09

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
CONSUMERS ENERGY	00095	GAS SERVICE - WW	17.49
CONSUMERS ENERGY	00095	GAS SERVICE - PARKS	28.26
CONSUMERS ENERGY	00095	GAS SERVICE - MTR POOL	15.30
CONSUMERS ENERGY	00095	GAS SERVICE - WW	18.90
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,286.65
STAPLES BUSINESS CREDIT	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	398.72
GRANGER	00175	REFUSE - POL, COMM PROMO, ELECTRIC	86.00
ED FILTER	00540	OFFICIAL - REC	120.00
EMMA HONSOWITZ	02572	OFFICIAL - REC	156.00
ONE MAN AND A HAMMER	MISC	REPAIR BATHROOM RED MILL - PARKS	350.00
MPARKS	00296	SMRPA REGIONAL GROUP DUES - PARKS	20.00
SHERWIN-WILLIAMS	01746	TRAFFIC PAINT PARKING LOT - PARKS	455.85
MENARDS	00260	CEMENT, GLOVES, TOOLS, - PARKS, CEM	213.84
MODEL FIRST AID SAFETY/TRAINING	00313	FIRST AID KIT REFILL - PARKS	49.01
FOSTER BLUE WATER OIL, LLC	02301	UNLEADED FUEL - PARKS, CEM	889.33
FOSTER BLUE WATER OIL, LLC	02301	DIESEL FUEL - PARKS, CEM	808.98
MPARKS	00296	MPARKS AGENCY MEMBERSHIP - PARKS	500.00
FAMILY FARM & HOME	01972	SUPPLIES - PARKS, CEM	9.48
FAMILY FARM & HOME	01972	WEED KILLER - PARKS, CEM	117.01
GRANGER	00175	STREET SWEEPING - MAJ, LOC STS	378.00
GRANGER	00175	CLEAN UP DAY - COMM PROMO	602.00
MUNICIPAL SUPPLY CO.	00324	HOSES FOR HYDRANT FLUSHING - WATER	906.32
MATERIALS TESTING CONSULTANTS, INC	02746	GROUND PENETRATING RADAR - WATER	1,250.00
Total:			\$254,757.74

**BI-WEEKLY  
WAGE REPORT  
June 13, 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.	12,320.57	256,301.69	4,102.76	73,206.85	16,423.33	329,508.54
ASSESSOR	-	-	-	-	-	-
CEMETERY	6,379.92	91,655.82	2,202.37	25,839.05	8,582.29	117,494.87
POLICE	22,841.58	379,259.85	4,903.77	102,316.20	27,745.35	481,576.05
CODE ENFORCEMENT	97.25	1,624.26	7.61	177.43	104.86	1,801.69
PARKS	4,885.14	71,085.08	767.61	13,880.73	5,652.75	84,965.81
INCOME TAX	2,465.61	58,935.50	773.86	18,576.34	3,239.47	77,511.84
MAJOR STREETS	4,425.23	104,774.18	1,724.00	39,645.04	6,149.23	144,419.22
LOCAL STREETS	4,690.97	88,246.51	2,210.43	38,028.36	6,901.40	126,274.87
RECREATION	464.48	8,629.75	119.66	1,937.84	584.14	10,567.59
AMBULANCE	22,928.01	365,128.07	4,291.44	69,838.11	27,219.45	434,966.18
DDA	4,913.80	64,126.93	933.03	11,719.21	5,846.83	75,846.14
ELECTRIC	31,661.95	521,905.32	9,916.89	170,375.34	41,578.84	692,280.66
WASTEWATER	8,497.54	194,664.50	3,512.38	55,933.04	12,009.92	250,597.54
WATER	7,463.59	165,407.29	2,664.07	55,758.25	10,127.66	221,165.54
MOTOR POOL	718.55	19,284.04	187.02	6,178.05	905.57	25,462.09
<b>TOTALS:</b>	<b>134,754.19</b>	<b>2,391,028.79</b>	<b>38,316.90</b>	<b>683,409.84</b>	<b>173,071.09</b>	<b>3,074,438.63</b>

**BI-WEEKLY CASH BALANCE ANALYSIS**  
**AS OF 06/15/2022**  
**MEETING DATE 06/20/2022**

<b>Fund</b>	<b>Description</b>	<b>Beginning Balance 06/2/2022</b>	<b>Total Cash in</b>	<b>Total Cash out</b>	<b>Cash Balance 06/15/2022</b>	<b>Time Certificates</b>	<b>Ending Balance 06/15/2022</b>
101	GENERAL FUND	960,404.65	213,549.02	(375,932.28)	798,021.39	235,000.00	1,033,021.39
105	INCOME TAX FUND	160,882.06	60,735.59	(78,710.03)	142,907.62	10,000.00	152,907.62
150	CEMETERY PERPETUAL CARE FUND	62,173.04	90.00	(0.53)	62,262.51		62,262.51
202	MAJOR STREETS FUND	439,943.17	75,882.68	(30,642.20)	485,183.65		485,183.65
203	LOCAL STREETS FUND	179,558.27	95,938.56	(28,114.22)	247,382.61		247,382.61
208	RECREATION FUND	53,463.34	14,131.02	(4,329.77)	63,264.59		63,264.59
210	AMBULANCE FUND	80,483.45	28,239.45	(71,599.50)	37,123.40		37,123.40
245	MSHDA LOFT FUND	-	-	-	-		-
248	DDA FUND	356,990.52	5,896.59	(12,093.18)	350,793.93		350,793.93
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	13,777.67	4,521.09	(329.45)	17,969.31		17,969.31
582	ELECTRIC FUND	1,692,072.62	182,171.99	(257,481.02)	1,616,763.59	530,000.00	2,146,763.59
590	WASTEWATER FUND	387,005.95	63,279.26	(213,379.83)	236,905.38		236,905.38
591	WATER FUND	607,532.25	39,870.41	(54,275.08)	593,127.58	420,000.00	942,978.16
661	MOTOR POOL FUND	175,096.11	18,712.37	(16,574.29)	177,234.19		177,234.19
703	CURRENT TAX FUND	10,441.64	114.94	0.00	10,556.58		10,556.58
	<b>TOTAL - ALL FUNDS</b>	<b>5,183,186.99</b>	<b>803,132.97</b>	<b>(1,143,461.38)</b>	<b>4,842,858.58</b>	<b>1,195,000.00</b>	<b>5,967,709.16</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	1,088,002.52	1,088,002.52
					ELECTRIC-PRIN & INT ESCROW	137,432.21	137,432.21
					WASTEWATER DEBT ESCROW	298,350.42	298,350.42
					WASTEWATER REPAIR ESCROW	252,742.31	252,742.31
					DDA-PRIN & INT ESCROW	501.78	501.78
					WATER BOND ESCROW	77,396.28	77,396.28
							<b>8,745,597.12</b>

\*Customer Deposit Breakdown

Electric	128,000.00
Wastewater	21,000.00
Water	21,000.00
	<u>170,000.00</u>





VISIT [WWW.GRANGERWASTESERVICES.COM](http://WWW.GRANGERWASTESERVICES.COM)  
 to pay your bill, request  
 service and more.  
 1-888-947-2643

# INVOICE

Page 1 of 1

Account Number 18129880  
 Invoice Date: 05/31/2022  
 Invoice Number: 24053632

CITY OF PORTLAND  
 259 KENT ST  
 PORTLAND, MI 48875

**Total Due By 06/25/2022:**  
**\$ 6,732.09**

Additional charges will be incurred if payment is not received by due date

Description	PO/Ticket	Date	Quantity	Rate	Amount
Site Location: CITY OF PORTLAND-988, SPRING CLEAN UP, 259 KENT ST, SPRING CLEAN UP, PORTLAND, MI 48875					
Customer Number: 18129880					
COMMUNITY CLEAN-UP CHARGE		05/07/2022	19.75	\$224.76	\$4,439.01
STATE/COUNTY/LOCAL SURCHARGES		05/07/2022	1.00	\$133.17	\$133.17
COMMUNITY CLEAN-UP CHARGE		05/07/2022	100.00	\$20.97	\$2,097.00
STATE/COUNTY/LOCAL SURCHARGES		05/07/2022	1.00	\$62.91	\$62.91

Due to steadily rising fuel costs a fuel surcharge has been added to your invoice. To learn more go to [www.grangerwasteservices.com/surcharges](http://www.grangerwasteservices.com/surcharges).

Previous Balance:	\$11,756.93
Payments:	-\$11,756.93
Current Charges:	\$6,536.01
State/County/Local Surcharges:	\$196.08
Invoice Total:	\$6,732.09
Total Due:	\$6,732.09

Please see reverse side for useful service information.

## PAY ONLINE AT [WWW.GRANGERWASTESERVICES.CO](http://WWW.GRANGERWASTESERVICES.CO)



Please make check payable to:  
**Granger**  
 PO Box 22213  
 Lansing, MI 48909-2213

Account Number:	18129880	
Customer Name:	CITY OF PORTLAND	
Invoice Date:	05/31/2022	
Invoice Number:	24053632	
<b>Payment Due Date</b>	<b>Amount Paid</b>	
<b>Total Due By 06/25/2022: \$6,732.09</b>		
Additional charges will be incurred if payment is not received by due date		

Corrections / Comments on Reverse Side



# PURCHASE ORDER

## City of Portland

P.O. 10444

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

VENDOR Fleis + Vandenburg  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 6-13-22

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
Engineering Svc. Kent Street improv.	202-452.803009		\$14,546.19
DEPARTMENT HEAD (UP TO \$500) _____		TOTAL	

K Kent Street 21-22

MT  
Treasurer Initials

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



# FLEIS&VANDENBRINK

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

## Invoice

S. Tutt Gorman  
City Manager|Zoning  
City of Portland  
259 Kent Street  
Portland, MI 48875

June 2, 2022  
Project No: 853960  
Invoice No: 62409

Project 853960 City of Portland - Kent St Improvements

**Services Included:** Parking Study, Conceptual Design and Easement Assistance

**For professional services rendered for the period May 1, 2022 to May 28, 2022**

### Professional Services

	Hours	Billing	
<b>Total</b>	84.25		<b>12,942.25</b>
<b>Reimbursable Expenses</b>			
Expenses		1,603.94	
<b>Total</b>		<b>1,603.94</b>	<b>1,603.94</b>
	<b>Total this Invoice</b>		<b>\$14,546.19</b>

*Thank you for your business, it is sincerely appreciated.*

*If there are any questions regarding this invoice or the services provided, please contact us at [AR@fveng.com](mailto:AR@fveng.com).*

Terms: Net 15 days

User: ABAUM

DB: Portland

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2022	MONTH 05/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,133,465.00	1,144,926.74	25,843.48	(11,461.74)	101.01
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	3,528.33	584.33	1,821.67	65.95
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	600.00	500.00	(500.00)	600.00
101-000-477.000	CABLE TV FEES	19,500.00	17,938.29	3,653.22	1,561.71	91.99
101-000-490.000	NON-BUSINESS PERMITS	75,000.00	69,388.80	44,687.00	5,611.20	92.52
101-000-543.000	ACT 302 POLICE TRAINING GRANT	660.00	700.12	283.60	(40.12)	106.08
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	0.00	8,825.00	97.49
101-000-574.001	REVENUE SHARING-STAT SALES	111,919.00	94,758.00	0.00	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	926.50	30.00	(326.50)	154.42
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	301,607.13	27,418.83	27,418.87	91.67
101-000-630.000	CEMETERY LOT SALES	12,200.00	7,620.00	1,425.00	4,580.00	62.46
101-000-633.000	CEMETERY CARE FEES	6,500.00	5,666.80	1,802.40	833.20	87.18
101-000-634.000	GRAVE OPENING FEES	15,500.00	10,425.00	850.00	5,075.00	67.26
101-000-656.000	DISTRICT COURT FINES	9,000.00	5,719.95	927.46	3,280.05	63.56
101-000-661.000	PARKING FINES	4,300.00	1,889.00	40.00	2,411.00	43.93
101-000-663.000	MISCELLANEOUS FINES	2,000.00	1,110.00	70.00	890.00	55.50
101-000-665.000	INTEREST INCOME	0.00	(42.62)	(30.98)	42.62	100.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	0.00	254.68	0.07	(254.68)	100.00
101-000-667.000	RENTAL INCOME	6,000.00	7,460.00	305.00	(1,460.00)	124.33
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	20,000.00	10,000.00	(10,000.00)	200.00
101-000-677.000	MOWING/STUMP/SNOW REMOVAL	0.00	(157.38)	(157.38)	157.38	100.00
101-000-678.000	MERS FOREITURE REVENUES	21,500.00	29,915.17	3,770.31	(8,415.17)	139.14
101-000-678.004	REIMBURSEMETNS-PATROL	0.00	399.00	0.00	(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	74,372.04	294.34	(4,872.04)	107.01
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	5.62	0.51	44.38	11.24
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	2,434,838.96	122,297.19	46,853.04	98.11

Expenditures						
100	COUNCIL	69,160.00	47,249.91	8,159.00	21,910.09	68.32
172	CITY MANAGER	182,506.00	156,341.26	19,430.33	26,164.74	85.66
201	GENERAL ADMINISTRATION	475,711.00	377,505.09	29,429.35	98,205.91	79.36
257	ASSESSING	52,460.00	41,247.40	5,047.65	11,212.60	78.63
262	ELECTIONS	6,550.00	3,741.79	104.44	2,808.21	57.13
265	CITY HALL	77,120.00	63,257.84	5,023.19	13,862.16	82.03
301	POLICE	838,549.00	611,153.86	65,749.76	227,395.14	72.88
371	CODE ENFORCEMENT	55,401.00	36,065.44	2,311.35	19,335.56	65.10
567	CEMETERY	185,961.00	144,633.99	18,338.27	41,327.01	77.78
707	COMMUNITY PROMOTIONS	361,049.00	302,310.22	4,520.95	58,738.78	83.73

## REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	05/31/2022 NORMAL (ABNORMAL)	MONTH 05/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
728	ECONOMIC DEVELOPMENT	29,000.00	18,875.34	413.37	10,124.66	65.09
751	PARKS	362,941.00	287,463.25	150,780.13	75,477.75	79.20
TOTAL EXPENDITURES		2,696,408.00	2,089,845.39	309,307.79	606,562.61	77.50
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		2,481,692.00	2,434,838.96	122,297.19	46,853.04	98.11
TOTAL EXPENDITURES		2,696,408.00	2,089,845.39	309,307.79	606,562.61	77.50
NET OF REVENUES & EXPENDITURES		(214,716.00)	344,993.57	(187,010.60)	(559,709.57)	160.67

User: ABAUM

DB: Portland

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2022 NORMAL (ABNORMAL)	MONTH 05/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 105 - INCOME TAX FUND						
Fund 105 - INCOME TAX FUND:						
	TOTAL REVENUES	801,500.00	982,952.16	136,644.54	(181,452.16)	122.64
	TOTAL EXPENDITURES	765,556.00	416,911.83	100,235.76	348,644.17	54.46
	NET OF REVENUES & EXPENDITURES	35,944.00	566,040.33	36,408.78	(530,096.33)	1,574.78
Fund 202 - MAJOR STREETS FUND						
Fund 202 - MAJOR STREETS FUND:						
	TOTAL REVENUES	892,688.00	532,975.36	95,831.44	359,712.64	59.70
	TOTAL EXPENDITURES	1,006,190.00	480,793.78	28,178.09	525,396.22	47.78
	NET OF REVENUES & EXPENDITURES	(113,502.00)	52,181.58	67,653.35	(165,683.58)	45.97
Fund 203 - LOCAL STREETS FUND						
Fund 203 - LOCAL STREETS FUND:						
	TOTAL REVENUES	338,046.00	275,510.41	13,783.40	62,535.59	81.50
	TOTAL EXPENDITURES	405,745.00	295,657.55	25,981.81	110,087.45	72.87
	NET OF REVENUES & EXPENDITURES	(67,699.00)	(20,147.14)	(12,198.41)	(47,551.86)	29.76
Fund 208 - RECREATION FUND						
Fund 208 - RECREATION FUND:						
	TOTAL REVENUES	102,700.00	76,576.54	3,973.63	26,123.46	74.56
	TOTAL EXPENDITURES	96,387.00	59,578.35	3,879.86	36,808.65	61.81
	NET OF REVENUES & EXPENDITURES	6,313.00	16,998.19	93.77	(10,685.19)	269.26
Fund 210 - AMBULANCE FUND						
Fund 210 - AMBULANCE FUND:						
	TOTAL REVENUES	642,841.00	625,951.59	51,674.81	16,889.41	97.37
	TOTAL EXPENDITURES	740,169.00	610,639.15	70,334.75	129,529.85	82.50
	NET OF REVENUES & EXPENDITURES	(97,328.00)	15,312.44	(18,659.94)	(112,640.44)	15.73
Fund 248 - DDA FUND						
Fund 248 - DDA FUND:						
	TOTAL REVENUES	301,160.00	330,006.15	1,353.23	(28,846.15)	109.58
	TOTAL EXPENDITURES	788,800.00	747,877.32	57,791.02	40,922.68	94.81
	NET OF REVENUES & EXPENDITURES	(487,640.00)	(417,871.17)	(56,437.79)	(69,768.83)	85.69
Fund 520 - REFUSE SERVICE FUND						
Fund 520 - REFUSE SERVICE FUND:						
	TOTAL REVENUES	154,000.00	127,044.65	12,653.61	26,955.35	82.50
	TOTAL EXPENDITURES	152,550.00	126,038.67	0.00	26,511.33	82.62
	NET OF REVENUES & EXPENDITURES	1,450.00	1,005.98	12,653.61	444.02	69.38
Fund 582 - ELECTRIC FUND						
Fund 582 - ELECTRIC FUND:						
	TOTAL REVENUES	4,407,525.00	4,078,929.82	375,318.96	328,595.18	92.54
	TOTAL EXPENDITURES	5,442,383.00	3,910,642.10	306,378.53	1,531,740.90	71.86
	NET OF REVENUES & EXPENDITURES	(1,034,858.00)	168,287.72	68,940.43	(1,203,145.72)	16.26
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	1,062,852.00	903,092.73	89,140.73	159,759.27	84.97
	TOTAL EXPENDITURES	1,679,764.00	1,033,320.68	90,272.44	646,443.32	61.52
	NET OF REVENUES & EXPENDITURES	(616,912.00)	(130,227.95)	(1,131.71)	(486,684.05)	21.11

## REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	05/31/2022	MONTH	05/31/2022	BALANCE		
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 591 - WATER FUND								
Fund 591 - WATER FUND:								
TOTAL REVENUES		970,867.00	856,782.57		59,795.62	114,084.43		88.25
TOTAL EXPENDITURES		1,368,813.00	582,703.72		44,046.79	786,109.28		42.57
NET OF REVENUES & EXPENDITURES		(397,946.00)	274,078.85		15,748.83	(672,024.85)		68.87
Fund 661 - MOTOR POOL FUND								
Fund 661 - MOTOR POOL FUND:								
TOTAL REVENUES		574,810.00	306,350.07		26,581.19	268,459.93		53.30
TOTAL EXPENDITURES		744,070.00	295,618.19		9,594.63	448,451.81		39.73
NET OF REVENUES & EXPENDITURES		(169,260.00)	10,731.88		16,986.56	(179,991.88)		6.34
TOTAL REVENUES - ALL FUNDS		10,248,989.00	9,096,172.05		866,751.16	1,152,816.95		88.75
TOTAL EXPENDITURES - ALL FUNDS		13,190,427.00	8,559,781.34		736,693.68	4,630,645.66		64.89
NET OF REVENUES & EXPENDITURES		(2,941,438.00)	536,390.71		130,057.48	(3,477,828.71)		18.24

CITY OF PORTLAND  
BOARD AND COMMISSION  
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. **This information is also available for public review.**

Please print your responses

Date: 6-3-22

Name: Nancy L. Marks

Address: 1147 Maynard Rd.

Telephone No. 517647-4406

E-mail address bnmarks@att.net

Employer Retired

Telephone No. \_\_\_\_\_

How long have you lived in the City of Portland? 4 years

\*\*\*\*\*

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Education B.A. from W.M.U.  
Past Grad. work at M.S.U.

Are you a high school graduate?

*Yes*

College, University, or other school. State name and degree, certificate, etc., earned.

*W.M.U. B.S. Teaching Cert*

Professional and work experience

*Teaching 31 years*

Community activities, interests, and service

*P.O.L. board for many years  
Community Fund Board*

References (optional) Please provide name, address, and telephone number.

**Minutes of the Planning Commission  
Of the City of Portland**  
Held on Wednesday, May 11, 2022 at 7:00 P.M.  
In Council Chambers at City Hall

Portland Planning Commission Members Present: Roeser, Parsons, Johnston, Fitzsimmons, Williamson

Absent: Culp, Kmetz

Staff: City Manager Gorman; City Clerk Miller

Guests: Paul LeBlanc of PLB Planning Group, LLC

Chair Fitzsimmons called the meeting to order at 7:03 P.M.

Chair Fitzsimmons welcomed Kathy Parsons to the Planning Commission.

Motion by Williamson, supported by Johnston, to approve the proposed Agenda.  
All in favor. Approved.

Motion by Williamson, supported by Roeser, to excuse the absence of Members Culp and Kmetz.  
All in favor. Approved.

Motion by Williamson, supported by Johnston, to approve the minutes of the March 9, 2022 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 he and Mr. LeBlanc met with Bob Schroeder of Mayberry Homes to discuss their intentions for the property; no clear direction was stated. City Manager Gorman suggested the City take action in the future to rezone the property rather than waiting on Mayberry.

Mr. LeBlanc noted there are concerns with traffic issues with Mayberry's proposal to carve out a portion of the property for commercial use. He suggested the commercial use be moved to the Cutler Rd. end of the property but Mayberry was not open to the idea. Mr. LeBlanc agreed with City Manager Gorman that if Mayberry doesn't take the initiative to rezone the property the City should move forward with rezoning the property to all residential.

Motion by Williamson, supported by Johnston, 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.

Planning Commission Minutes  
March 9, 2022

Chair Fitzsimmons opened the Public Hearing at 7:13 P.M.

City Manager Gorman explained the properties at 126 and 132 Riverside Dr. have recently been purchased. The commercial district along Kent St. extends down Riverside Dr. where these two houses are located. It makes sense that these two properties should be zoned residential.

Mr. LeBlanc agreed and noted there are potential banking issues if the properties are zoned commercial as a non-conforming use may be created.

Member Parsons noted she is happy to hear acknowledgement there are differing characteristics to the 300 block of Kent St. and Riverside Dr. as there are more residences on the block than commercial properties. She inquired if any consideration has been given to rezoning the property along the river bank as the current zoning makes it eligible for development.

There was discussion.

City Manager Gorman noted no comments have been received from the public and that notices had been mailed to property owners within a 300' radius.

Chair Fitzsimmons closed the Public Hearing at 7:19 P.M.

Under New Business, the Planning Commission considered the proposed rezoning of properties at 126 and 132 Riverside Dr.

Motion by Parsons, supported by Williamson, to rezone the proposed located at 126 and 132 Riverside Dr. from C-1 (Central Business District) to R-2 (Traditional Residential District)  
All in favor. Approved.

City Manager Gorman provided development updates.

There were no Planning Commission member comments.

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

The Planning Commission moved to the conference room at 7:25 P.M. to review and discussion of the draft zoning ordinance.

Motion by Johnston, supported by Williamson, to adjourn the meeting at 9:04 P.M.  
All in favor. Approved.

Respectfully submitted,

---

Jason Williamson, Secretary

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

**Calls for Service**

Dispatched	82
Patrol Originated	9
Follow Up Complaints	40
Assist to PPD	4
Assist to Fire / EMS	6
Assist Other Depts	15

**Other Functions**

Subpoena Service	0
PBT's	0
Special Events	3
School Contacts (general)	16
Training	14
Administrative	27

**Traffic Stops**

Total Stops	32
Traffic Citations	10
Verbal Warnings	26
Parking Citations	3

**Other**

Physical Business Checks	
Interior	58
Exterior	192
Patrol Contacts	298

**Arrests (Excluding Juvenile Apprehensions)**

Misdemeanor Persons	5
Misdemeanor Charges	7
Felony Persons	3
Felony Charges	3

**Code Enforcement / Blight**

New Complaints	14
Follow up Complaints	13
Time Spent (in hours)	9.25

Code Enforcement:

	<b><u>Type</u></b>	<b><u>Street Location</u></b>
1	Front yard parking	Hill St
2	Abandoned Cars x2	Union St (Not yet resolved)
3	Front yard parking	Ionia Rd
4	Grass	Kearney St
5	Grass	Brush St
6	Grass	Kearney St
7	Grass	Hill St
8	Grass	Hill St
9	Grass	Hill St
10	Abandoned Cars x1	Market St
11	Grass	E Grand River Ave
12	Grass	Divine Hwy
13	Grass	Divine Hwy
14	Grass	Academy St

**IONIA COUNTY BOARD OF COMMISSIONERS**  
**BOARD OF COMMISSIONERS MEETING**  
**JUNE 14, 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. Presentation County Allocation Board/Fixed Millage Alternative – Tony Meyaard
  - B. Request Approval of 2022 L-4029 Rate Request – Tony Meyaard/Jason Eppler
  - C. Request Approval of Updated Animal Control Fines and Fees – Carly Quinn
  - D. Request Approval on Quote for Fingerprint Machine - Stephanie Herbstreith
  - E. Request Approval of Concrete Repairs at County Buildings - Rod Steel
  - F. Request Approval to Repair, Seal, and Stripe County Parking Lots - Rod Steel
  - G. Request Asbestos Abatement and Building Demolition of the Former Friend of the Court Building - Rod Steel
  - H. Request Approval to Replace Health Department Building Flooring - Rod Steel
  - I. Request Approval to Replace Road Department Administration Building Carpet - Rod Steel
  - J. Request Approval to Replace the Courthouse Server Rooms A/C System - Rod Steel
  - K. Request Approval to Replace Sheriff's Department/Jail Parking Lot - Rod Steel
  - L. Request Approval to Purchase Document Storage Shelving - Rod Steel
  - M. Request Approval to Purchase a Gradall - John Niemela
  - N. Request Approval for Financial Services Consultant for Road Department – John Niemela
  - O. Request Approval of Architectural Services Contract-Lance Langdon
  - P. Request Approval of Radio Equipment Purchases - Lance Langdon

- Q. Request Approval of Radio Pager System Equipment – Lance Langdon
- R. Request Approval of MML Executive Search Proposal – 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- One-Two-year terms, Representative from the Fishing and Hunting Club
- West Michigan Regional Planning Commission-Two-One-year term
- Land Bank Authority- two-three-year term
- Solid Waste Planning Committee-three-two-year term, one serving as industrial waste generator representative, one management industry, and one regional Solid Waste Planning Agency rep.

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

- NONE

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

- NONE