

*Public Phone Line: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.)*

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Recognition of Sixtieth Anniversary of St. Michael Lutheran Church
2. Legacy Lifelines COVID-19 Memorial Day - A Day of Remembrance & Celebration
3. National Suicide Prevention Month

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
 - a. Regular Meeting of September 8, 2020.
 - b. Pre-Council Meeting of September 21, 2020.
2. Approval of the Accounts Payable Register of September 22, 2020 as presented.
3. Authorize the purchase and up-fitting of three snowplow dump trucks through the State of Michigan MiDEAL cooperative purchasing program at a total cost of \$643,168 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.
4. Award a contract to perform engineering services for the reconstruction of Lovers Lane from East Milham Avenue to East Kilgore Road to Williams & Works, Inc. of Grand Rapids, MI in the amount not to exceed \$171,528 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
5. Approve the purchase of 24 Panasonic Toughbook model CF-33 computers, 24 Panasonic keyboards and 16 Panasonic Toughbook vehicle docking stations from CDW Government LLC in the amount of \$116,568 and authorize the City Manager to execute all documents on behalf of the city.
6.
 1. Accept Rezoning Application #20/21-1, 9300 South Sprinkle Road for first reading and set a public hearing for October 20, 2020 and,
 2. subsequent to the public hearing, consider approving Rezoning Application #20/21-1 and changing the zoning designation of 9300 South Sprinkle Road from B-2, community business to R-1B, one family residential.
7. Approve the International Association of Firefighters, Portage Firefighters Association, AFL-CIO Collective Bargaining Agreement for the period of July 1, 2020 to June 30, 2024 and authorize the Mayor and City Clerk to sign the same.
8. Authorize the City Manager to engage the services of Attorney Stanley J. Stek of Miller Canfield to commence eminent domain proceedings on 225 East Centre Avenue.
9. Confirm the appointment of Lauren VanderVeen as Finance Director.
10. Set a Special Meeting on Tuesday, October 6, 2020, beginning at 5:15 p.m., to interview Board and Commission applicants.
11. Minutes of Boards & Commissions.

12. Materials Transmitted of August 9, 2020.

13. Calendar of Meetings:

- Human Services Board, Thursday, October 1, 2020 at 6:30 p.m. - Conference Room #1.
- Planning Commission, Thursday, October 1, 2020 at 7:00 p.m. - Council Chambers.
- Historic District Commission, Wednesday, October 7, 2020 at 8:15 a.m. - Conference Room #1.
- Park Board, Wednesday, October 7, 2020 at 6:00 p.m. - Conference Room #1.
- *NOTE: All above meetings are subject to cancellation or inclusion/transition of a "virtual" aspect due to the on-going health crisis. Please monitor the City of Portage website at www.portagemi.gov for additional information. The public phone line to comment during public meetings is: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.) Meetings may be viewed live on Charter channel 995 and AT&T channel 99. All meetings can be viewed via live streaming at portagemi.gov/205.*

B. Petitions and Statements of Citizens:

C. Communications:

1. Communication from Dave and Ilene Corstange regarding 1629 E. Centre Avenue.

- a. Receive the Communication from the City Manager regarding Corstange letter and the Communication from Dave and Ilene Corstange as Information Only.

2. Communication from the Mayor recommending that City Council confirm the re-appointment of Chris Burns to the Central County Transportation Authority Board.

D. Public Hearings:

E. Regular Business Agenda:

F. Unfinished Business:

G. Council Committee Reports:

H. New Business:

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.



CITY OF PORTAGE PROCLAMATION

Sixtieth Anniversary of St. Michael Lutheran Church

- WHEREAS,** on September 25, 1960 the St. Michael Lutheran Church charter was signed in a worship service at the original Milham School in, what was then, Portage Township; and
- WHEREAS,** St. Michael Lutheran Church is celebrating a significant contribution to the Portage community over the last sixty years as the congregation has extended the love and good deeds at the heart of the Church's mission to thousands of area residents; and
- WHEREAS,** for over twenty years St. Michael has also operated what is today the only Christian school within the City of Portage, and continues to provide excellent "Education with Christ at the Heart" for infants through 8th grade; and
- WHEREAS,** St. Michael Lutheran School, under direction of Principal, Mr. Greg Johnson, currently teaches 145 students in Pre-Kindergarten through Eighth grade, and cares for 44 children in Christ for Kids Childcare Center; and
- WHEREAS,** St. Michael has worked hard to accommodate the restrictions of COVID-19, livestreaming worship services since March 15 of this year, and since August 15 holding Saturday night services outside and using an FM transmitters for drive-in theater style worship; and
- WHEREAS,** average worship attendance in the sanctuary prior to the COVID-19 pandemic was roughly 350 each weekend, but livestream viewing totals far exceed that (with a notable 2020 Easter Sunday online viewing audience of about 4,600); and
- WHEREAS,** in its 60 year history, St. Michael has been served by only five full time pastors, including Pastor Kenneth Allan for nearly 35 years, and Pastor Paul Naumann for over 23 years, and
- WHEREAS,** St. Michael Lutheran Church will hold a celebrational worship service and Don Wharton concert in the church parking lot on September 26, 2020 in honor of its Sixtieth Anniversary.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, as Mayor of the City of Portage, do hereby recognize September 25, 2020 as the 60th anniversary of the St. Michael Lutheran Church of Portage congregation.

Signed this 22nd day of September, 2020

Patricia M. Randall, Mayor



CITY OF PORTAGE PROCLAMATION

Legacy Lifelines COVID-19 Memorial Day - A Day of Remembrance & Celebration

- WHEREAS,** people all over the world have experienced unprecedented pain and grief due to COVID-19 and the pandemic; and
- WHEREAS,** no one has suffered more than the families that have lost loved ones; the survivors of the people that have died are the ones whose lives are forever damaged by that loss; and
- WHEREAS,** we can heal physically from many truly tragic events, but the pain and suffering we feel from the sudden loss of a loved one can follow us for our lifetime; and
- WHEREAS,** the non-profit organization, Planned Acts of Kindness' goal is to bring some degree of lasting peace to these families by helping them keep the joy and happiness of their loved ones alive for generations; and
- WHEREAS,** to help families heal from their loss, on the 19th day of each month, beginning on October 19th, Planned Acts of Kindness in conjunction with schools, religious and non-profit organizations, government agencies, and businesses will provide outreach and engagement activities and programs designed to acknowledge and celebrate loved ones lost due to COVID-19; and
- WHEREAS,** to help families heal from their loss, Planned Acts of Kindness has also pledged to provide a Legacy Lifelines Memorial Book to every family in the world who lost a loved one due to COVID-19 that will help keep their memories alive and bring lasting joy and happiness for generations; and
- WHEREAS,** there is "One Planet & One People" and we have to start working together as Global Citizens in the pursuit of health, happiness, and Quality of Life for all; and
- WHEREAS,** the City of Portage supports a proactive role in collaborating in programs to heal others, and ourselves, from this devastating virus.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, as Mayor of the City of Portage, do hereby proclaim October 19th as "Legacy Lifelines COVID-19 Memorial Day — A Day of Remembrance & Celebration".

Signed this 22nd day of September, 2020

Patricia M. Randall, Mayor



CITY OF PORTAGE PROCLAMATION

National Suicide Prevention Awareness Month

- WHEREAS,** September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and
- WHEREAS,** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and
- WHEREAS,** According to the CDC, more than 48,000 people died by suicide in 2018; and
- WHEREAS,** Suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-34; and
- WHEREAS,** Portage, Michigan, is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and
- WHEREAS,** Local organizations like Gryphon Place and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and
- WHEREAS,** Raising awareness of suicide and the impact it has can lead to increased discussion and learning, as well as reducing stigma related to suicidality; and
- WHEREAS,** All residents are encouraged to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence. This can result in individuals who feel suicidal being more comfortable opening up to others, and ultimately help lead to increased efforts to reduce underlying causes (such as depression) and incidents of suicide through receiving help and caring support.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, do hereby proclaim the month of September 2020, as National Suicide Prevention Awareness Month in the City of Portage.

Signed this 22nd day of September, 2020.

Patricia M. Randall, Mayor

CITY COUNCIL MEETING MINUTES FROM SEPTEMBER 8, 2020

The Regular Meeting was called to order by Mayor Patricia Randall at 7:00 p.m. The meeting was held virtually in accordance with the Governor's Executive Order 2020-02 in light of COVID-19. The following members were present in Chambers: Councilmembers Vic Ledbetter and Mayor Patricia Randall. The following members were present via the WebEx meeting platform: Councilmembers Chris Burns, Lori Knapp, Claudette Reid, Terry Urban, and Mayor Pro Tem Jim Pearson. Also in attendance were City Manager Joe La Margo, Deputy City Manager Mike Carroll, Deputy City Manager Adam Herringa, City Attorney Catherine Kaufman, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to express appreciation for the female public safety officers throughout the country. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATION: Mayor Randall issued a proclamation recognizing September as "National Senior Center Month" in the City of Portage. Mr. Art Roberts of the Senior Citizen Advisory Board was present to read and receive the proclamation.

Mayor Randall then issued a proclamation recognizing September 12 as "Women in Law Enforcement Day" in the City of Portage. Community Policing Officer Jessica Smith was present to read and receive the proclamation.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Randall removed Item A.3 and A.6. Motion by Reid, seconded by Burns, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF MINUTES: Motion by Reid, seconded by Burns, to approve the minutes of the Regular Meeting of August 25, 2020, and Pre-Council Meeting of September 8, 2020. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF SEPTEMBER 8, 2020: Motion by Reid, seconded by Burns, to approve the Accounts Payable Register of September 8, 2020. Upon a roll call vote, motion carried 7 to 0.

HAMPTON CREEK BOG DRAINAGE IMPROVEMENT PROJECT: Motion by Reid, seconded by Burns, to award a contract to perform engineering services for the Hampton Creek Bog Drainage Improvement Project to Integral Partners, LLC (dba: Land & Resource Engineering) in the amount not to exceed \$217,990 and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

ICE CONTROL SALT PURCHASE - COOPERATIVE PURCHASE: Motion by Reid, seconded by Burns, to award contracts in the amount of \$68.42 per ton for 2,000 tons of ice control salt

at a total cost of \$136,840 for early delivery from Compass Mineral; and in the amount of \$71.56 per ton for 1,500 tons of ice control salt at a total cost of \$107,340 for seasonal back-up on an as-needed basis from Morton Salt Inc.; and authorize the City Manager to execute all documents related to these contracts on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

MINUTES OF BOARDS & COMMISSIONS: Motion by Reid, seconded by Burns, to accept the meeting minutes of the Planning Commission of August 20, 2020. Upon a roll call vote, motion carried 7 to 0.

CALENDAR OF MEETINGS: Motion by Reid, seconded by Burns, to receive the Calendar of Meetings. Upon a roll call vote, motion carried 7 to 0.

PETITIONS AND STATEMENTS OF CITIZENS: Josh Mayer (742 S. Harvard Boulevard, Apt 310, Los Angeles, California) introduced himself as a former Portage resident and expressed concerns with Portage's use of the PredPol policing software. Councilmember Urban thanked Mr. Mayer for highlighting his concerns and noted the PredPol contract had not come before City Council due to the dollar amount threshold. Mayor Pro Tem Pearson agreed with Councilmember Urban, but expressed concerns with the additional costs with the use of PredPol and requested follow-up by the City Administration.

Mark Bainbridge (6400 Corporate Avenue) expressed opposition to the proposed extension of the Lake Center District Area Moratorium, noting he owned 13 acres slated for development. Mayor Randall asked if Mr. Bainbridge had contacted the city to review his concerns and noted that the moratorium would not hinder the sale of a property. Mr. Bainbridge relayed that he had a pending development agreement but had not reached out to the city. Mayor Randall replied that staff would follow up with him the following day to review the matter.

COMMUNICATIONS:

ANNUAL SENIOR CITIZEN ADVISORY BOARD UPDATE: Senior Citizen Advisory Board Chair Doug Gilchrist provided Council with an update on the efforts of the Board over the past year. He noted that the Board has had two phases: pre- and post COVID-19. Mr. Gilchrist then updated City Council on the Senior Center's current program offerings under COVID-19 restrictions. He praised the Senior Center staff for their flexibility to meet the needs of the senior population, maintaining activities in virtual formats, and continuing outreach by phone. He closed by reminding that the Portage Senior Center will be due to renew its national accreditation in 2021 with a process that will look different due to COVID-19.

Mayor Randall thanked Mr. Gilchrist and noted the September 24 groundbreaking ceremony for the new Community Senior Center.

Councilmember Reid asked about the levels of virtual participation by members. Senior Center Manager Kim Phillips responded that four to six programs are offered weekly with approximately six to twelve participants regularly. However, Ms. Phillips noted that several big events such as a virtual movie screening and drive-up ice cream social had garnered over 100 and 300 participants, respectively.

Motion by Burns, seconded by Reid, to accept the annual Senior Citizen Advisory Board Update as presented. Upon a roll call vote, motion carried 7 to 0.

LETTER FROM ERIC PIEL (9121 AUSTIN DRIVE) DATED SEPTEMBER 8, 2020 REGARDING THE LAKE CENTER DISTRICT COMMUNITY MEETING: Mayor Randall introduced the letter from Eric Piel regarding the Lake Center District noting that City Council had received the letter recently and would ask the City Administration to review the matter.

Motion by Burns, seconded by Reid, to accept the Letter from Eric Piel (9121 Austin Drive) dated September 8, 2020, regarding the Lake Center District Community Meeting as presented. Upon a roll call vote, motion carried 7 to 0.

PUBLIC HEARING:

REZONING APPLICATION #19/20-4, 7801 GARDEN LANE AND THE NORTH 660-FEET OF 1203 EAST CENTRE AVENUE (REDWOOD):

Mayor Randall opened the public hearing and deferred to City Manager La Margo and Interim Community Development Director Forth. Director Forth summarized the prior action on the proposal, as well as background regarding access points for the development.

Councilmember Reid expressed concerns with the lack of a second fully functioning ingress and egress noting that connected neighborhoods made for better city planning. She asked Director Forth whether there was any benefit to one access compared to two access points. Director Forth responded that additional access points were beneficial but noted that the proposed Redwood Living development is considered a high density, commercial type of residential, resulting in the Community Development Department's recommendation that the second access point is for emergency and pedestrian use only.

Representatives from Redwood Living then provided a presentation with background information regarding the evolution of the proposed development.

Councilmember Ledbetter inquired whether the option for homeownership would be offered. A Redwood Living representative responded that the community would be rental only based on the needs of the market. Councilmember Ledbetter then asked whether the development would be family-friendly. Redwood Living representatives replied that the community was mostly focused on empty nesters and young professionals who tend to need the two-bedroom design. Councilmember Ledbetter further inquired whether the proposed sun porch option corresponded to the higher rental units. A Redwood Living representative responded that the porch was one feature of several that were available at the higher price point.

Mayor Randall expressed satisfaction with the level of attention provided to the site layout and inquired about the noted community shelter building. A Redwood Living representative responded that the shelter is similar to a pavilion for an outdoor gathering with accessibility. Mayor Randall then inquired about the pedestrian access to Garden Lane and whether access from Garden Lane into the Redwood community would be restricted. A Redwood Living representative stated there would be no access restrictions.

Motion by Burns, seconded by Knapp, to close the public hearing.

Councilmember Reid expressed her appreciation to the Redwood Living representatives for the quality of construction and customer focus but maintained concerns with the need for interconnected communities.

Motion by Burns, seconded by Knapp, to approve: Rezoning application #19/20-4, Redwood Living PD and change the zoning designation of 7801 Garden Lane and the north 660-feet of 1203 East Centre Avenue from R-1B, one family residential to PD, planned development; and the ordinance amendment to Chapter 42. Upon a roll call vote, motion carried 6 to 1 with Councilmember Reid voting no.

REGULAR BUSINESS:

FIRE APPARATUS REPLACEMENT: Councilmember Reid stated she had received questions from citizens requesting an explanation as to why the city was opting to lease and not purchase the noted apparatus.

City Manager La Margo explained that while the city is working to develop a vehicle policy, the City Administration chose to lease the apparatus in light of the present COVID-19 economy. He noted the immediate high cost to purchase two apparatus at the same time as compared to the \$300,000 the city would save using the lease-to-own option.

Motion by Reid, seconded by Burns, to approve the lease purchase of two (2) Pierce Impel Pumper fire apparatus in the amount of \$1,356,247.08 to PNC Equipment Finance, LLC, and authorize the City Manager to execute all documents on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

RESOLUTION TO EXTEND THE LAKE CENTER DISTRICT TEMPORARY MORATORIUM: Prior to discussion, Councilmember Burns noted that he had been made aware of a conflict of interest regarding this item and would be abstaining.

Councilmember Reid highlighted Section 5 of the Resolution regarding the topic of waivers and requested additional explanation as to the process and development of the language. She inquired whether property owners had the option to appeal before City Council if they were unhappy with the City Manager's response under the proposed Resolution.

City Manager La Margo confirmed that the final decision resided with City Council on any requests. He relayed that the moratorium initially developed from interest for traffic control in the Lake Center area and then evolved into a city placemaking and redevelopment effort, pending plans from Farr and Associates at the upcoming October open house.

Councilmember Reid questioned the language on the petition for a waiver noting a Lake Center District plan was not currently in place. Deputy City Manager Carroll confirmed that the city would not be able to address a waiver presently in the absence of a plan as defined in the Resolution, but noted that as planning on the area progresses then any new developments would be covered under the proposed language.

Mayor Randall highlighted two recent citizen concerns regarding the Lake Center District moratorium and asked the City Manager to urge Farr and Associates to complete their planning. City Manager La Margo confirmed, noting that the process was monumental and entailed input from many different interested parties.

Motion by Reid, seconded by Knapp, to adopt the Resolution for the city to extend the Temporary Moratorium for Certain Development Activities within the Lake Center District Area

until March 18, 2021 or until a new zoning district for the Lake Center District Area has been adopted, whichever comes first. Upon a roll call vote, motion carried 6 to 0 with Councilmember Burns abstaining.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Knapp welcomed the new City Attorney.

Councilmember Reid highlighted the Hampton Bog Improvement Project from the Consent Agenda. She then welcomed the new City Attorney.

Councilmember Urban also welcomed the new City Attorney. He then noted the interesting start to the school year in light of COVID-19 and thanked the Portage Public Schools staff.

Councilmember Ledbetter highlighted the National Senior Center Month Proclamation, noting that his mother in North Carolina actively participated in the local senior center there. He stated he was looking forward to the new Portage Community Senior Center. Councilmember Ledbetter then noted the Police Women Day Proclamation, stating that such female representation was positive for such a male-dominated profession and issued a reminder of the challenges in law enforcement. He closed by congratulating the female officers of the area.

Mayor Pro Tem Pearson welcomed the new City Attorney.

Mayor Randall also welcomed the new City Attorney. She thanked the Council and staff for their efforts during the prior week's virtual City Council Retreat Session. Mayor Randall then thanked Parks and Recreation Director Kathleen Hoyle for the recent well-attended and joyful Lantern Festival. The Mayor next acknowledged the Portage Senior Center for its national recognition and flexibility with programming during COVID-19, reminding residents that seniors are especially susceptible to isolation and depression at present. Mayor Randall closed by reminding everyone of the September 24 groundbreaking event for the new Portage Community Senior Center with the goal of opening in November 2021.

ADJOURNMENT: Mayor Randall adjourned the meeting at 8:54 p.m.

Erica L. Eklov, City Clerk

**MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF SEPTEMBER 21, 2020**

Mayor Patricia Randall, via the WebEx meeting platform, called the meeting to order at 8:00 a.m. Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Mayor Pro Tem Jim Pearson also joined via the WebEx meeting platform. Councilmember Terry Urban was absent with excuse. Also in attendance were City Manager Joseph La Margo, Deputy City Manager Mike Carroll, Deputy City Manager Adam Herringa, Deputy City Clerk Tammy Durian, and City Clerk Erica Eklov.

Mayor Randall inquired who would be reading the proclamations. City Clerk Eklov responded and Mayor Randall asked Councilmember Ledbetter to read the COVID-19 Memorial Day Proclamation.

With regard to Item A.2, Councilmember Knapp inquired about Check No. 13773(a). City Manager La Margo responded that it was the payment to the city's lobbyist. Councilmember Knapp further asked whether it was a one-time payment. City Manager La Margo replied it was a monthly payment under a yearly contract. Councilmember Reid inquired as to why Council had not been advised in light of the total contract amount of \$60,000.

With regard to Item A.3, Councilmember Reid inquired whether there were additional costs related to the three snowplow dump truck purchases and requested a cost breakdown. Deputy City Manager Herringa highlighted the quotes attached to the agenda item, noting each should be inclusive of the vehicle cost, as well as outfitting. Councilmember Reid expressed concern that the amounts provided did not equate to the total \$643,168 expenditure. City Manager La Margo stated he would further research and respond.

With regard to Item A.4, Councilmember Reid whether the reconstruction of Lovers Lane included a change to the layout of the roadway. City Manager La Margo stated he would research and respond.

With regard to Item A.5, Councilmember Reid inquired about the length of the Panasonic Toughbook warranty, noting that the proposed computers would be replacing six-year-old models. She further asked what was the expected length of service for the new Toughbooks would be and if there was an additional charge to have a warranty for the entire hardware service life. Councilmember Reid also inquired how many units were planned to remain on reserve as backup as compared to how many would be in active patrols. City Manager La Margo stated he would research and respond.

With regard to Item A.6, Councilmember Knapp asked about the applicant's plan for the property in light of the awkward location on Sprinkle Road and wet landscape. City Manager La Margo confirmed that the Community Development Department evaluates each rezoning proposal before proceeding. Deputy City Manager Carroll responded that the petitioner plans to revert the noted property to residential, but the extent of the development has yet to be finalized. Councilmember Reid inquired whether residential was the optimal zoning and use for the location. Deputy City Manager Carroll responded that Community Development Director Chris Forth had confirmed it was. Councilmember Reid noted the citizen concern expressed

during the Planning Commission review regarding the feasibility of developing the wet areas of the property. Mayor Randall inquired regarding the number of driveways planned. City Manager La Margo stated he would research and respond.

With regard to Item A.7, Mayor Randall requested clarification regarding the noted food allowance in the new International Association of Firefighters contract agreement. Deputy City Manager Carroll responded that the food budget was per firefighter on an annual basis.

With regard to Item A.8, Mayor Pro Tem Pearson noted that eminent domain was an important issue and he had several questions regarding the proposal, as well as September 14, 2020 letter addressed to Council included with the agenda item. He stated he planned to make a motion for a closed session to inquire about the property-related matters in depth at the meeting. Councilmembers Reid and Knapp agreed. Mayor Randall then inquired about the property's assessed value, taxes and Homestead status. City Manager La Margo stated he would research and respond to Mayor Randall's inquiries.

With regard to Item A.10, Mayor Randall inquired whether a new vacancy on the Planning Commission would be added to the Board and Commission Interviews. City Clerk Eklov responded that any vacancies occurring between the setting of the interviews and the actual date would be added.

With regard to Item C.1(a), Councilmember Reid inquired whether the City Administration desired City Council to simply received the letter or follow-up with action. City Manager La Margo confirmed that Council only needed to receive the letter from Mr. and Mrs. Corstange.

Deputy City Manager Herringa noted that the owner of Paver Pet Supply might attend the Regular Meeting regarding a late tax payment. Mayor Randall asked Mr. Herringa to provide City Council with additional background information on the matter. Deputy City Manager Herringa stated he would research and respond.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:31 a.m.

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Interim Finance Director

ACTION RECOMMENDED: Approval of the Accounts Payable Register of September 22, 2020 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks and auto-pay payments. The attached Accounts Payable Register covers the period August 30, 2020 through September 12, 2020 and notes \$168,441.45 in automated clearing house payments, \$584,087.54 in paper checks, \$102,199.62 in auto-pay payments, \$1,128,436.11 in electronic payments and \$9,253.44 in credit card payments (August transactions), for a grand total of \$1,992,418.16.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of September 22, 2020

ACCOUNTS PAYABLE REGISTER
Check Dates From: 8/30/2020 to 9/12/2020

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Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
09/04/2020	13707(A)	A NEW LEAF	PLANT CARE @ CITY HALL	187.00
09/04/2020	13708(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES	59,186.68
09/04/2020	13709(A)	AIRGAS USA LLC	MAINTENANCE SUPPLIES	262.46
09/04/2020	13710(A)	AMERICAN SAFETY & FIRST AID	DISPOSABLE GLOVES	94.94
09/04/2020	13711(A)	APOLLO FIRE APPARATUS REPAIR	FIRE OPS TOOLS MAINT	513.20
09/04/2020	13712(A)	AUMACK, MICHAEL	UMPIRE PAYROLL 2020	350.00
09/04/2020	13713(A)	BASIC CORPORATE	ACA 1095C FILING & MAILING	980.50
09/04/2020	13714(A)	BATTERIES PLUS	MISC BATTERIES	35.52
09/04/2020	13715(A)	BEEBE, RONALD E.	UMPIRE PAYROLL 2020	300.00
09/04/2020	13716(A)	BELL EQUIPMENT COMPANY	SWEEPER PARTS	2,868.55
09/04/2020	13717(A)	BYHOLT INC.	2NS SAND DELIVERY	754.13
09/04/2020	13718(A)	C D W GOVERNMENT, INC.	TOUGHBOOKS & SERVER CABINET	7,830.31
09/04/2020	13719(A)	C T S TELECOM, INC.	TELEPHONE SERVICE	2,439.05
09/04/2020	13720(A)	CARLETON EQUIPMENT CO.	EQUIPMENT MAINTENANCE	90.66
09/04/2020	13721(A)	CHARTER COMMUNICATIONS	CABLE TV	149.98
09/04/2020	13722(A)	CLEAN EARTH ENVIRONMENTAL SERV	W. OSTERHOUT LIFT STATION	5,231.00
09/04/2020	13723(A)	COMPLETE LANDSCAPING SOLUTIONS	CONTRACT MOWING	506.39
09/04/2020	13724(A)	D & D PRINTING CO.	NEW RESIDENT GUIDE	2,069.65
09/04/2020	13725(A)	DEER CONTRACTING & LANDSCAPE	SIDEWALK REPAIRS	7,710.00
09/04/2020	13726(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	251.22
09/04/2020	13727(A)	EXTREME POWER EQUIPMENT, INC.	PLOW INSTALLATIONS	3,745.98
09/04/2020	13728(A)	FERRELLGAS, LP	CYLINDER RENTAL	12.00
09/04/2020	13729(A)	FORSHEE, MARK	UMPIRE PAYROLL 2020	300.00
09/04/2020	13730(A)	GOODYEAR TIRE & RUBBER COMPANY	FIRE APPARATUS MAINT	3,817.87
09/04/2020	13731(A)	GORDON WATER SYSTEMS	WATER SERVICE	339.75
09/04/2020	13732(A)	GRAINGER INC	FLEET MAINTENANCE	479.46
09/04/2020	13733(A)	GRIFFIN PEST SOLUTIONS, INC.	PEST CONTROL AT CITY HALL	130.00
09/04/2020	13734(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	9,420.31
09/04/2020	13735(A)	HARTMAN, CHARLES	UMPIRE PAYROLL 2020	96.00
09/04/2020	13736(A)	HOJNACKI, DAVID	UMPIRE PAYROLL 2020	184.00
09/04/2020	13737(A)	INDUSCO SUPPLY CO., INC.	CITY HALL RESTROOM SUPPLIES	406.95
09/04/2020	13738(A)	J & J LAWN SERVICE, INC.	UTILITY MOWING AND TRIMMING	6,649.68
09/04/2020	13739(A)	JACK DOHENY SUPPLIES INC.	VACTOR SUPPLIES	980.98
09/04/2020	13740(A)	KLOSTERMAN DISTRIBUTING	RAMONA CONCESSIONS	345.37
09/04/2020	13741(A)	LAWSON PRODUCTS, INC	FLEET MAINTENANCE	799.25

ACCOUNTS PAYABLE REGISTER
Check Dates From: 8/30/2020 to 9/12/2020

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Check Date	Check	Vendor Name	Description	Amount
09/04/2020	13742(A)	LOUTHAN, WILLIAM F	UMPIRE PAYROLL 2020	240.00
09/04/2020	13743(A)	MAPLE HILL SPRINKLING, INC.	IRRIGATION START-UPS	3,141.00
09/04/2020	13744(A)	MARANA GROUP	METER SERVICE	273.00
09/04/2020	13745(A)	MCCULLIN, LARRY W.	UMPIRE PAYROLL 2020	96.00
09/04/2020	13746(A)	MEJEUR ELECTRIC LLC	INSTALL OUTLETS AT CITY HALL	200.00
09/04/2020	13747(A)	MYERS, JAMES	MACP ACCREDITATION CONFERENCE	50.00
09/04/2020	13748(A)	NYE UNIFORMS	MISC. UNIFORMS	490.00
09/04/2020	13749(A)	O'BOYLE-COLWELL-BLALOCK & AS.	CELERY FLATS LANDSCAPE PLAN DEV	7,637.50
09/04/2020	13750(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES- PARKS	748.00
09/04/2020	13751(A)	ONSTAFF USA INC	TEMP EMPLOYEE - STREETS	3,455.75
09/04/2020	13752(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE	2,785.72
09/04/2020	13753(A)	PHILLIPS, KIMBERLY	REIMBURSE FOR ZOOM FEE	58.29
09/04/2020	13754(A)	PLM LAKE & LAND MANAGEMENT	AQUATIC WEED MANAGEMENT	230.00
09/04/2020	13755(A)	PRECISION PRINTER SERVICES INC	PRINTER SERVICES	140.96
09/04/2020	13756(A)	PRINTING SERVICES INC	PORTAGER POSTAGE	225.00
09/04/2020	13757(A)	RHODES, KEVIN	UMPIRE PAYROLL 2020	375.00
09/04/2020	13758(A)	RIDDERMAN & SONS OIL CO. INC.	GASOLINE/DELIVERY	11,279.35
09/04/2020	13759(A)	RIDGE AUTO NAPA	MAINTENANCE SUPPLIES	1,089.21
09/04/2020	13760(A)	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE SUPPLIES	14.51
09/04/2020	13761(A)	ROBINSON, JASON	UMPIRE PAYROLL 2020	94.00
09/04/2020	13762(A)	ROE-COMM, INC.	FIRE RADIO REPAIRS	130.00
09/04/2020	13763(A)	SIMPLIFILE LLC	DOCUMENT RECORDING	99.00
09/04/2020	13764(A)	UNITED PETROLEUM	FUEL TANK ANNUAL INSPECTION	192.50
09/04/2020	13765(A)	WEST MICHIGAN INT'L LLC	EQUIPMENT MAINTENANCE	342.99
09/04/2020	13766(A)	WEST MICHIGAN STAMP & SEAL, INC	NAME PLATE & BADGE	50.00
09/04/2020	13767(A)	WOLVERINE POWER SYSTEMS	ANNEX GENERATOR WARNING LIGHT REPAIR	830.00
09/11/2020	13768(A)	BEST WAY DISPOSAL, INC.	FARMER'S MARKET PORTAJON	580.00
09/11/2020	13769(A)	CAPITAL ADVANTAGE LEASING	KONICA MINOLTA COPIER LEASE	693.15
09/11/2020	13770(A)	FURRY, WILLIAM	FINANCE CONSULTANT SERVICES	2,482.50
09/11/2020	13771(A)	MIH MICHIGAN LLC	DISASTER RECOVERY SVC MONTHLY CHARGE	1,757.70
09/11/2020	13772(A)	ONSTAFF USA INC	TEMP EMPLOYEE - STREETS	4,141.48
09/11/2020	13773(A)	SMITH DAWSON & ANDREWS, INC.	PROFESSIONAL FEES	5,000.00
Total ACH:				168,441.45

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Check Dates From: 8/30/2020 to 9/12/2020

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Check Date	Check	Vendor Name	Description	Amount
Check Type: Paper				
09/04/2020	314526	ACTIVE911, INC.	FIRE ACTIVE 911 RENEWAL	1,250.00
09/04/2020	314527	ALCARAZ, ANTONIO	SNAP REIMBURSEMENT	62.00
09/04/2020	314528	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	240.00
09/04/2020	314529	AMERICAN ARBOR LLC	SPRAY FOR NEEDLE CAST	225.00
09/04/2020	314530	AMERICAN SCREEN PRINTING	FIRE ADMIN UNIFORMS	86.00
09/04/2020	314531	ANDERSON, JESSICA	SCHRIER DEPOSIT & RENTAL REFUND	405.00
09/04/2020	314532	ASCENSION MICH OCCUPATIONAL HEALTH	DOT PHYSICALS	280.00
09/04/2020	314533	ASPINWALL, BRIELLE	HAYLOFT THEATRE RENTAL REFUND	1,040.00
09/04/2020	314534	B M C SOFTWARE, INC.	TRACK-IT RENEWAL	4,615.14
09/04/2020	314535	BAILEY TERRA NOVA FARMS	SNAP REIMBURSEMENT	18.00
09/04/2020	314536	BALKEMA EXCAVATING, INC.	WETHERBEE IMPROVEMENTS/SAN SEWER	95,027.29
09/04/2020	314537	BEAR CREEK FARM AND MARKET LLC	EAT SMART LIVE STRONG COUPON REIMB	49.00
09/04/2020	314538	BELSON OUTDOORS, LLC	TRASH CANS-DOG PARK	472.51
09/04/2020	314539	BLAIN SUPPLY, INC.	FLEET MAINTENANCE	499.97
09/04/2020	314540	BLOOM SLUGGETT, PC	LITIGATION - S WESTNEDGE AVE STORM SEWER	3,714.92
09/04/2020	314541	CAMPBELL AUTO SUPPLY	MISC AUTO SUPPLIES	25.20
09/04/2020	314542	CANCER FAMILIES UNITED	GRAIN ELEVATOR RENTAL REFUND	600.00
09/04/2020	314543	CHEESE PEOPLE OF GRAND RAPIDS	SNAP REIMBURSEMENT	82.00
09/04/2020	314544	CHICAGO TITLE OF MICHIGAN INC	OP WATER ACCT AT 6080 CORPORATE AVE	45.39
09/04/2020	314545	CINTAS CORP.	UNIFORM RENTAL	7.95
09/04/2020	314546	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	307,072.37
09/04/2020	314547	CITY OF PORTAGE	2020 SUMMER TAX 8509 PORTAGE RD	3,451.78
09/04/2020	314548	DAVE'S CONCRETE PRODUCTS, INC.	AVON/DEVON SIDEWALKS	768.75
09/04/2020	314549	DERHAMMER, MARGARET	TRIP REFUND-BRANSON ADVENTURE	50.00
09/04/2020	314550	DIGITAL IMPACT DESIGN, INC.	MEMORIAL PLAQUES	134.49
09/04/2020	314551	EDWARDS INDUSTRIAL SALES, INC.	REPAIR AND MAINTENANCE	39.12
09/04/2020	314552	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	1,634.03
09/04/2020	314553	ENGINEERING SUPPLY & IMAGING	ANNUAL MAINT AGREEMENT FOR KIP 700	1,626.24
09/04/2020	314554	FADER EQUIPMENT, INC.	MAINTENANCE SUPPLIES	1,016.90
09/04/2020	314555	FLETCHER ENTERPRISES	PAINTING AT BALL DIAMONDS	1,630.00
09/04/2020	314556	GORDON FOOD SERVICE	RAMONA CONCESSIONS	250.78
09/04/2020	314557	GRAYBAR ELECTRIC CO.	ELECTRICAL SUPPLIES	290.56
09/04/2020	314558	GRIGG, CASSANDRA	SCHRIER DEPOSIT & RENTAL REFUND	350.00
09/04/2020	314559	GUTH ILLUSTRATION & DESIGN	SPONSOR THANK YOU BANNER	1,375.00
09/04/2020	314560	HALT FIRE, INC.	FIRE APPARATUS MAINT	2,779.63

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Check Date	Check	Vendor Name	Description	Amount
09/04/2020	314561	HAMMAN, KAYLA	GRAIN ELEVATOR RENTAL REFUND	365.00
09/04/2020	314562	HARRIS BLUEBERRIES	LIVE SMART COUPON REIMBURSEMENT	21.00
09/04/2020	314563	HARRIS BLUEBERRIES	SNAP REIMBURSEMENT	30.00
09/04/2020	314564	HERTZ, SHANNON	IPMA HR2020 BUILDING A NEW VISION REIMB	50.00
09/04/2020	314565	HOLOCENE ENVIRONMENTAL LLC	UST A AND B OPERATOR INSPECTION	175.00
09/04/2020	314566	HOME DEPOT	REPAIR/MAINTENANCE SUPPLIES	1,014.95
09/04/2020	314567	VOID		0.00
09/04/2020	314568	HONOR CREDIT UNION	OP STAX20 AT 1428 FRIENDLY AVE	1,778.66
09/04/2020	314569	INCREDIBLE KETTLE	SNAP REIMBURSEMENT	84.00
09/04/2020	314570	INT'L ASSOC OF FIRE CHIEFS	FIRE ADMIN TRAINING	240.00
09/04/2020	314571	J AND B DICK ORCHARDS	EAT SMART LIVE STRONG COUPON REIMB	142.00
09/04/2020	314572	J J KELLER & ASSOCIATES, INC.	COMPLIANCE POSTERS	1,269.99
09/04/2020	314573	JUSTICE FENCE COMPANY	CEMETERY FENCING	16,028.00
09/04/2020	314574	KALAMAZOO COUNTY HEALTH & COMMUNITY	HOUSEHOLD HAZARDOUS WASTE	6,195.95
09/04/2020	314575	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES JULY 2020 MOBILE HOME TAX	455.00
09/04/2020	314576	KALAMAZOO FLAG COMPANY, LLC	U.S. FLAGS FOR MEMORIAL	84.00
09/04/2020	314577	KALAMAZOO OIL COMPANY	SMALL EQUIPMENT FUEL	148.54
09/04/2020	314578	KALAMAZOO PICKLEBALL	PICKLEBALL PARTICIPANT FEES	950.00
09/04/2020	314579	KENT COUNTY DPW	WASTE DISPOSAL RED MED/DRUG	90.00
09/04/2020	314580	KIESLER POLICE SUPPLY	AMMO	1,730.16
09/04/2020	314581	KZOO TIRE COMPANY	TIRE TUBES	22.50
09/04/2020	314582	LENS EQUIPMENT	ANNUAL CELL SVC FEE FOR 2 TRACKERS	998.00
09/04/2020	314583	LOCEY SWIM POOL CO.	FOUNTAIN SUPPLIES	77.99
09/04/2020	314584	LOVERS LANE MICRO FARM	SNAP REIMBURESMENT	68.00
09/04/2020	314585	M P E L R A	MPELRA MEMBERSHIP	50.00
09/04/2020	314586	MAIN STREET PORTRAITS INC	COUNCIL AND DEPT HEAD PHOTOS	160.00
09/04/2020	314587	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	109.50
09/04/2020	314588	MENARDS	REPAIR/MAINT SUPPLIES	123.05
09/04/2020	314589	MENARDS	REPAIR/MAINT SUPPLIES	164.85
09/04/2020	314590	MENDEZ, JANE	GRAIN ELEVATOR DEPOSIT & RENTAL REFUND	227.50
09/04/2020	314591	MENDEZ, JUAN	AMPHITHEATRE DEPOSIT REFUND	150.00
09/04/2020	314592	MEYER MUSIC INC.	MUSIC EQUIPMENT	890.46
09/04/2020	314593	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINT	216.69
09/04/2020	314594	MICHIGAN ASSOC. OF PLANNING	REGIONAL WORKSHOP - VIRTUAL	185.00
09/04/2020	314595	MICHIGAN MUNICIPAL LEAGUE	MML AD-DEPUTY DIRECTOR REV & TREAS	183.24
09/04/2020	314596	MIDWEST ELECTRIC MOTORS, INC	TOOL REPAIR	100.96

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ACCOUNTS PAYABLE REGISTER
Check Dates From: 8/30/2020 to 9/12/2020

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Check Date	Check	Vendor Name	Description	Amount
09/04/2020	314597	MILLER, MIKE	FIRE CLEANING SUPPLIES	140.59
09/04/2020	314598	MOSES FIRE EQUIPMENT, INC.	FIRE APPARATUS MAINT	162.35
09/04/2020	314599	MOSQUITO CONTROL OF SW MICHIGAN	BARRIER TREATMENTS/MOSQ & TICK	3,288.00
09/04/2020	314600	NAPIER, PEGGY	MONSTER MASH SUPPLIES	615.00
09/04/2020	314601	NATIONAL MINORITY UPDATE	ONLINE PUBLIC SAFETY ADVERTISING	295.00
09/04/2020	314602	OFFICE DEPOT, INC.	OFFICE SUPPLIES	1,722.67
09/04/2020	314603	PETTY CASH-MEGAN HUBER	REPLENISHMENT CHECK	617.40
09/04/2020	314604	PETTY CASH-PAULA GUSTAFSON	REPLENISHMENT CHECK	289.22
09/04/2020	314605	PORTAGE CROSSINGS II, LLC	OP STAX20 ON PARCEL 06460-003-O	25.00
09/04/2020	314606	PORTAGE GLASS & MIRROR	SCREEN REPAIR-SCHRIER PARK	45.95
09/04/2020	314607	REDA, TARA	LAKEVIEW PAVILION RENTAL REFUND	110.00
09/04/2020	314608	RENEWED EARTH, INC.	LEAF AND BRUSH REMOVAL	27,249.99
09/04/2020	314609	RODRIGUEZ. KRISANA	OP ON FINAL BILL FOR 5416 PLATEAU	33.00
09/04/2020	314610	SAFEUILT MICHIGAN, LLC	INSPECTIONS FOR BUILDING SERVICE	7,650.00
09/04/2020	314611	SHIPMAN, NAKAYA	LAKEVIEW PAVILION RENTAL REFUND	110.00
09/04/2020	314612	SILK TITLE CO	OP STAX20 PARCEL # 02611-007-O	379.28
09/04/2020	314613	SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION SUPPLIES	236.21
09/04/2020	314614	SOIL & MATERIALS ENGINEERS, INC	NEW FIRE ST 2	1,650.00
09/04/2020	314615	SPACKMAN, KATHY	STUART MANOR DEPOSIT & RENTAL REFUND	280.00
09/04/2020	314616	STAINLESS FABRICATING & ENGINEERING	CELERY FLATS ENCLOSURE	135.00
09/04/2020	314617	STALKER RADAR	3STALKER LIDARXS/2 STALKER DUAL SL RADAR	9,495.00
09/04/2020	314618	STATE OF MICHIGAN (BOILER DIV)	BOILER CERTIFICATION/INSPECTION	250.00
09/04/2020	314619	STATE OF MICHIGAN (DEPT LABOR)	LICENSE RENEWAL	150.00
09/04/2020	314620	STATE SYSTEMS RADIO, INC	RADIO SERVICES	1,100.00
09/04/2020	314621	STEENSMA LAWN & POWER EQUIPMENT	REPAIR/ MAINTENANCE SUPPLIES	56.58
09/04/2020	314622	STRAZDAS, MICHAEL	BD BOND REFUND	200.00
09/04/2020	314623	SWANK MOTION PICTURES, INC.	HOCUS POCUS MOVIE RENTAL	665.00
09/04/2020	314624	SWT EXCAVATING, INC	DPS SIGN BORING	3,931.77
09/04/2020	314625	TALPA, SHIRLEY	TRIP REFUND BRANSON ADVENTURE	50.00
09/04/2020	314626	THE POSTMAN AND CONCRETE DESIGNS	REPAIR 6' CHAIN LINK FENCE	482.00
09/04/2020	314627	TRIFECTA NETWORKS, LLC	NEW FIRE STATION 2	568.80
09/04/2020	314628	TRUGREEN PROCESSING	HERBICIDE APPLICATIONS	2,188.99
09/04/2020	314629	UNITED PARTY & EVENT SERVICES	ONWARD MOVIE & TENT RENTAL	1,675.00
09/04/2020	314630	USPS	POSTAGE PERMIT 58 BULK MAILING	1,000.00
09/04/2020	314631	USPS	REFILL POSTAGE METER	7,000.00
09/04/2020	314632	VERIZON CONNECT NWF, INC.	GPS SERVICES	843.88

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Check Date	Check	Vendor Name	Description	Amount
09/04/2020	314633	VERIZON WIRELESS	CELLULAR TELEPHONES	3,119.53
09/04/2020	314634	VICKSBURG HARDWARE	CHAINSAW SUPPLIES	17.52
09/04/2020	314635	WASHCO, LLC	POWER WASHING	475.00
09/04/2020	314636	WESTERN MICHIGAN UNIVERSITY	12 CTC LICENSES-OPERATE LEIN ANNUAL FEE	2,400.00
09/04/2020	314637	WILLIAMS ASSOCIATES ARCHITECTS, LTD	NEW FIRE STATION 2	16,356.09
09/04/2020	314638	WYOMING ASPHALT PAVING CO. INC	ODP COURT REPAIR	3,267.00
09/04/2020	314639	ZEMLICK, EMILY	AMPHITHEATRE DEPOSIT REFUND	150.00
09/11/2020	314640	AMERICAN ARBOR LLC	CONSULTANT FORESTRY SERVICES	4,655.00
09/11/2020	314641	AT&T	ELECTRONIC COMMUNICATIONS	6,572.42
09/11/2020	314642	C&C PROFESSIONAL CLEANING SERVICE	FACILITY CLEANING	3,293.62
09/11/2020	314643	FOSTER, SWIFT, COLLINS & SMITH, PC	MTT KALAMAZOO MALL LEGAL SERVICES	1,231.00
09/11/2020	314644	KALAMAZOO COUNTY HEALTH & COMMUNITY	HAZARDOUS WASTE DISPOSAL	82.00
09/11/2020	314645	NFPA CERTIFICATION DEPARTMENT	FIRE MARSHAL RECERT	150.00
09/11/2020	314646	PETTY CASH-BARBARA GARLOW	REPLENISHMENT CHECK	908.49
09/11/2020	314647	VERIZON WIRELESS	WIRELESS SERVICE	48.18
09/11/2020	314648	WIER ENTERPRISES, LLC	CITY HALL SIDEWALK	875.00
Total Paper Checks:				584,087.54
Check Type: Auto-pay Payment				
09/01/2020		CONSUMERS ENERGY	GAS-ELECTRIC	121.89
09/04/2020		CONSUMERS ENERGY	GAS-ELECTRIC	65,195.82
09/09/2020		CONSUMERS ENERGY	GAS-ELECTRIC	10,702.01
09/11/2020		CONSUMERS ENERGY	GAS-ELECTRIC	26,179.90
Total Auto-pay Payments				102,199.62
Check Type: Electronic Payment				
08/31/2020		HUNTINGTON NATIONAL BANK	DEBT SERVICE	1,110,551.88
08/31/2020		ICMA	PENSION WITHHOLDINGS	15,807.83
09/01/2020		SBF	WATER/SEWER BILL POSTAGE	2,076.40
Total Electronic Payments:				1,128,436.11
Check Type: Credit Card Transactions				
8/3/2020		AICPA ORDER	ANNUAL MEMBERSHIP RENEWAL	285.00
8/3/2020		BELLA CREAMERY	SENIOR CENTER ICE CREAM SOCIAL	1,000.00

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Check Dates From: 8/30/2020 to 9/12/2020

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Check Date	Check	Vendor Name	Description	Amount
8/4/2020		JOHN E. REID AND ASSOC	POLICE TRAINING	575.00
8/6/2020		JIMMY JOHNS	AVCB MEAL FOR ELECTION DAY	415.50
8/7/2020		BOAT HOUSE RESTAURANT	SENIOR CENTER TRIP CREDIT	(400.00)
8/10/2020		PANERA BREAD #203725 O	FARR & ASSOCIATES LAKE CENTER CHARRETTE	297.50
8/10/2020		BLACK BEAR HAVERSACK	PARKS GEOCACHING EVENT IN OCTOBER	406.33
8/11/2020		BIRANDO	SUPPLIES-LANTERN EVENT AT RAMONA PARK	274.45
8/11/2020		PORTAGE COURTYARD	FARR & ASSOCIATES LODGING	316.63
8/11/2020		PORTAGE COURTYARD	FARR & ASSOCIATES LODGING	314.13
8/12/2020		CORPORATE KIOSK SUPERIOR	FACE MASKS	402.40
8/14/2020		HILTON GARDEN INN NIAG	SENIOR CENTER TRIP CREDIT	(426.00)
8/19/2020		GROUNDSPeak INC	PARKS GEOCACHING EVENT IN OCTOBER	355.91
8/19/2020		RYAN & ASSOC. P. R.	POLICE TRAINING	595.00
8/20/2020		ASSOCIATION OFFICE	FRAME BUILDING DESIGN MANUAL	205.00
8/20/2020		AMZN MKTP US MM3QC1E92	PARKS MONSTER MASH SUPPLIES	186.01
8/21/2020		AMZN MKTP US MM6AJ3QW1	PARKS MONSTER MASH SUPPLIES	211.80
8/24/2020		AMAZON.COM AMZN.COM/BILL	CLERK SUPPLIES RETURN	(81.09)
8/24/2020		AMAZON.COM AMZN.COM/BILL	CLERK SUPPLIES RETURN	(81.09)
8/25/2020		GOVERNMENT FINANCE OFFIC	BUDGET AWARD SUBMISSION FEE	575.00
8/25/2020		SHANTY CREEK RESORTS	POLICE TRAINING	193.80
8/27/2020		IN GEI WORKS	RETENTION BASIN MAINTENANCE - DEBRIS BOOM	3,339.64
8/28/2020		RELYCO BUSINESS PRINTING	REPLENISH CHECK STOCK	199.72
8/31/2020		BLACK BEAR HAVERSACK	PARKS GEOCACHING EVENT IN OCTOBER	68.80
8/31/2020		BUZZSPROUT.COM PODCAST	MONTHLY PODCAST HOSTING SERVICE	24.00
			Total Credit Card Payments:	9,253.44
			Grand Total:	1,992,418.16

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Vehicle Purchases - Cooperative Purchasing

SUPPORTING PERSONNEL: Rod Russell, Director of Public Works

ACTION RECOMMENDED: Authorize the purchase and up-fitting of three snowplow dump trucks through the State of Michigan MiDEAL cooperative purchasing program at a total cost of \$643,168 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

The Council-adopted fiscal year 2020-2021 Equipment Fund Capital Outlay budget includes the purchase and up-fitting of three snowplow dump trucks with wing plows for the Department of Public Works.

Best practices for plow truck replacement recommend keeping snowplow trucks for a maximum of ten years, striking a balance between maintenance costs, resale value, parts availability and overall condition should be met. The proposed new plow trucks would replace like vehicles that are more than 15 years old and have reached the end of serviceable life. The existing plow trucks have excessive mileage, rust, part unavailability or excessive ongoing maintenance costs. The acquisition of these trucks will put the fleet at its goal and on schedule for the next replacements beginning in 2024 and allow the city to maintain current levels of service to the public.

All replacement vehicles and equipment identified can be purchased through the State of Michigan MiDEAL cooperative purchasing program at a total cost of \$643,168. The City of Portage has entered into this purchasing program to utilize the extended purchasing agreement services to ensure the most economical cost to the city. At the time of sale, it is anticipated that all replaced vehicles and equipment will generate an estimated auction value of \$45,000 through either *biddergy.com* or *rangerbid.com*, coordinated through the Purchasing Department. These funds will then be returned to the General Fund. Leasing to own was considered to acquire the three new plow trucks; however, leasing would add \$68,000 to the overall purchase price of the equipment.

It is recommended that City Council authorize the purchase and up-fitting of three snowplow dump trucks through the State of Michigan MiDEAL cooperative purchasing program at a total cost of \$643,168 and authorize the City Manager to execute all documents related to these purchases on behalf

of the city.

FUNDING: Funds are available in the Fiscal Year 2020-2021 Equipment Fund Capital Outlay budget.

Attachments:

1. Snowplow and Up-fitting quote - Single Axle
2. Snowplow and Up-fitting quote - Tandem Axle

Prepared for:
Jereme Rowland
PORTAGE CITY OF
7900 S Westnedge Ave
Portage, MI 49022
Phone: 269-329-4445



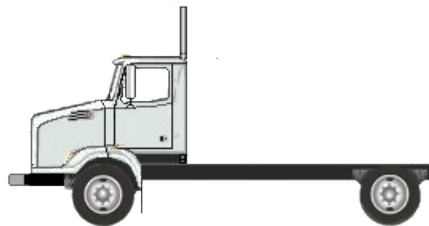
Prepared by:
Brian Pratt
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: 517-484-1905

A proposal for
PORTAGE CITY OF

Prepared by
D and K TRUCK COMPANY
Brian Pratt

Sep 11, 2020

Western Star 4700SB



Components shown may not reflect all spec'd options and are not to scale



Prepared for:
 Jereme Rowland
 PORTAGE CITY OF
 7900 S Westnedge Ave
 Portage, MI 49022
 Phone: 269-329-4445



Prepared by:
 Brian Pratt
 D and K TRUCK COMPANY
 3020 Snow Rd
 LANSING, MI 48917
 Phone: 517-484-1905

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-20T	WESTERN STAR 4700 PRL-20T (EFF:04/30/19)		
Data Version			
DRL-032	SPECPRO21 DATA RELEASE VER 032		
Vehicle Configuration			
001-451	WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS	9,215	6,480
004-221	2021 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 25000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 41000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service			
AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE		
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.		
Engine			
101-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	-850	-70
Electronic Parameters			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-002	PTO MODE ENGINE RPM LIMIT - 700 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-204	(4) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 680RC, THREADED STUD BATTERIES	30	10



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Data Code	Description	Weight Front	Weight Rear
290-1B9	BATTERY BOX WITH ALUMINUM COVER MOUNTED LONG SIDE TO RAIL	40	
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-072	POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-020	LOW VOLTAGE BATTERY DISCONNECT AT 12.1 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1E2	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	-35	-30
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1F8	RH CURVED VERTICAL TAILPIPE B-PILLAR RAISED UNDER STEP MOUNTED AFTERTREATMENT SYSTEM		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	20	10
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		



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242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-998	NO RADIATOR/OIL PAN GUARD	-5	
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION	10	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-002	PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-35	

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES



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Data Code	Description	Weight Front	Weight Rear
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-005	1500 RPM PRIMARY MODE SHIFT SPEED		
84H-005	1500 RPM SECONDARY MODE SHIFT SPEED		
84N-004	FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE		
353-072	BODY LIGHTING POWER WIRED TO CUSTOMER INTERFACE CONNECTOR WITH SEPARATE & COMBO STOP/TURN		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	
402-075	BENDIX ADB22X AIR DISC FRONT BRAKES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-004	FRONT DISC BRAKE ROTORS	
427-001	FRONT BRAKE DUST SHIELDS	5

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Data Code	Description	Weight Front	Weight Rear
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-026	16,000# TAPERLEAF FRONT SUSPENSION	-100	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-190	RS-25-160 25,000# R-SERIES SINGLE REAR AXLE		-2,260
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-25	-25
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-083	BENDIX ADB22X-V AIR DISC REAR BRAKES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-005	REAR DISC BRAKE ROTORS		
440-006	REAR OIL SEALS		
426-1AH	AIR DISC LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20



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Data Code	Description	Weight Front	Weight Rear
428-031	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
41T-003	GUARANTEED NAME BRAND "ROADRANGER SYNTHETIC" FE 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1H1	HENDRICKSON PRIMAAX EX 26,000# REAR AIR SUSPENSION		230
621-125	HENDRICKSON PRIMAAX 10.00" RIDE HEIGHT		
431-003	AXLE CLAMPING GROUP		
888-047	MANUAL DUMP VALVE FOR AIR SUSPENSION WITHOUT GAUGE		
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH		
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES		
623-002	TRANSVERSE CONTROL RODS		
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)		
Brake System			
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3- 073)		
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)		
Trailer Connections			
914-021	PLUGGED AIR CONNECTIONS AT END OF FRAME		
919-027	(4) ADDITIONAL AIR SWITCHES MOUNTED IN DASH WITH PLUMBING TO CAB MANIFOLD	2	
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		



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Data Code	Description	Weight Front	Weight Rear
297-998	NO TRAILER CABLE RECEPTACLE		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
Wheelbase & Frame			
545-437	4375MM (172 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	190	130
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	195	-5
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-037	1775MM (70 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	158	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.94 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.94 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 311.75		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 42.08 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 39.39 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 41.99 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 40.74 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 38.62 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 172.24 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.69 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		



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Data Code	Description	Weight Front	Weight Rear
Chassis Equipment			
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
Fuel Tanks			
204-150	50 GALLON/189 LITER ALUMINUM FUEL TANK - LH	-5	
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-034	FUEL TANK(S) AS FAR AFT AS POSSIBLE	-35	35
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	20	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-998	NO FUEL COOLER		
Tires			
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		60
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS	82	
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		36



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Data Code	Description	Weight Front	Weight Rear
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-008	WESTERN STAR STAINLESS STEEL CAB SKIRT		
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
705-056	STAINLESS STEEL SILL PLATES WITH RACEWAY	5	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	
678-039	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERT AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-008	GALVANEALD STEEL SEVERE SERVICE CAB		
644-004	FIBERGLASS HOOD		
67U-002	HOOD OPENING ASSIST		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-1AF	DOORS AND IGNITION KEYED THE SAME (3 KEYS)		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-010	SWITCH AND WIRING WITH STAINLESS STEEL BRACKETS MOUNTED OUTBOARD ROOF FOR (2) CUSTOMER FURNISHED BEACONS	2	
312-031	SINGLE RECTANGULAR H4 HALOGEN HEADLIGHTS WITH BRIGHT BEZELS		
302-022	LED MARKER LAMPS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		



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294-017	INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED AT END OF FRAME		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
318-1AD	SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS LH AT BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S)		
744-1E2	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LIGHTS AND LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		
74A-998	NO AUXILIARY MIRROR		
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
729-001	STANDARD SIDE/REAR REFLECTORS		
787-020	ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
677-097	FIXED STEPS LH AND RH FOR CAB ENTRY W/ALUMINUM DIAMOND PLATE ATS COVER, BELLY PLOW BODY WITH HIGH GROUND CLEARANCE DOES NOT COMPLY FMCSR 399		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	28	
768-046	17.5X35 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-023	2-PIECE ROPED-IN HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-026	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL		

Cab Interior

707-1D4	SMOKY MOUNTAIN GRAY VINYL PREMIUM INTERIOR
70K-005	BLACK HARD TRIM
706-049	BASE LEFT HAND DOOR TRIM
708-049	BASE RIGHT HAND DOOR TRIM

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Data Code	Description	Weight Front	Weight Rear
772-007	BLACK MATS WITH DOUBLE INSULATION		
785-023	ASH CUP AND LIGHTER		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-025	LH AND RH DOOR MAP POCKETS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH		
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER		
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER		
701-016	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-002	ADDITIONAL CAB SIDEWALL INSULATION	60	10
285-033	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES		
324-076	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-110	(1) 12 VOLT POWER SUPPLY AND (2) USB PORTS MOUNTED IN DASH		
756-190	NATIONAL 2000 SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 6 WAY FRONT AND REAR CUSHION ADJUSTMENT, 3 CHAMBER AIR LUMBAR, ACTIVE CUSHION AND BOLSTER	20	
760-1J2	BASIC HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT		
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	



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Data Code	Description	Weight Front	Weight Rear
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-012	3 POINT HIGH VISIBILITY ORANGE RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

185-002	NON-ADJUSTABLE SUSPENDED PEDALS		
106-002	ELECTRONIC ACCELERATOR CONTROL		
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
732-054	BLACK VINYL DRIVER INSTRUMENT PANEL WITH CUSTOMER SPECIFIED CUSTOM SWITCH AND GAUGE LAYOUT		
734-021	BLACK VINYL CENTER INSTRUMENT PANEL		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-024	FILTERMINDER DASH MOUNTED AIR RESTRICTION GAUGE	2	
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-041	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		



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Data Code	Description	Weight Front	Weight Rear
44Y-001	CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-004	(4) RADIO SPEAKERS IN CAB		
753-021	AM/FM ANTENNA MOUNTED ON LH FRONT A- PILLAR	2	
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
75A-002	UHF/VHF RADIO POWER/GROUND HARNESS TO OVERHEAD INSTRUMENT PANEL		
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-018	SIX EXTRA SWITCHES IN DASH		
4C1-004	HARDWIRE SWITCH #1,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C2-004	HARDWIRE SWITCH #2,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		



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Data Code	Description	Weight Front	Weight Rear
4C3-004	HARDWIRE SWITCH #3,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C4-004	HARDWIRE SWITCH #4,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C5-004	HARDWIRE SWITCH #5,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C6-004	HARDWIRE SWITCH #6,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		
304-060	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SW WITH HEADLIGHT/MRKR LT INTERRUPTER SWITCHES ON STEERING WHEEL & DASH SW FOR CUSTOMER FURNISHED SNOWPLOW LTS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-039	SELF CANCELING TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASH/WIPE/INTERMITTENT		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-3QC	CAB COLOR A: L6431EY WINTER WHITE ELITE EY
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
963-006	FENDER, UNDER CAB AND INTERIOR CAB FLOOR UNDERCOATING



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Data Code	Description	Weight Front	Weight Rear
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE		
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.94 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.69 in		

T O T A L V E H I C L E S U M M A R Y

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9099 lbs	4579 lbs	13678 lbs
Total Weight ⁺	9099 lbs	4579 lbs	13678 lbs

Extended Warranty	
WAI-47J	CUM 2017 L9: HD1 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES
WAX-102	CUM 2017 L9: AT3 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM AFTERTREATMENT. FEX APPLIES

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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Q U O T A T I O N

WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK	16,000# TAPERLEAF FRONT SUSPENSION
CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	110 INCH BBC STEEL CONVENTIONAL CAB
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4375MM (172 INCH) WHEELBASE
RS-25-160 25,000# R-SERIES SINGLE REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME
HENDRICKSON PRIMAAX EX 26,000# REAR AIR SUSPENSION	(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1775MM (70 INCH) REAR FRAME OVERHANG
	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION
	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (2)	\$	93,334	\$	186,668
EXTENDED WARRANTY		\$	2,800	\$	5,600
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	96,134	\$	192,268

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(223)	\$	(446)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
---------------------------	----	-----	----	-----

BALANCE DUE	(LOCAL CURRENCY)	\$	95,911	\$	191,822
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

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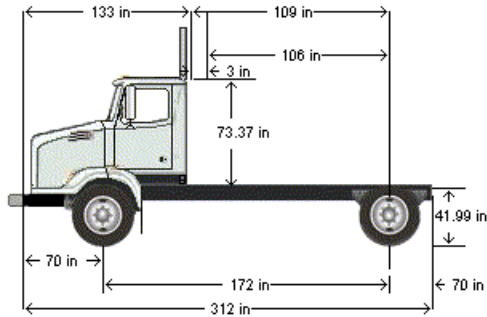


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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	4700SB
Wheelbase (545)	4375MM (172 INCH) WHEELBASE
Rear Frame Overhang (552).....	1775MM (70 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in).....	0
Slide Increment (in)	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	110 INCH BBC STEEL CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	133.2
Bumper to Centerline of Front Axle (BA)	69.9
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	108.9
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	105.9
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	178.8
Cab Height (CH)	73.4
Wheelbase (WB)	172.2
Frame Overhang (OH)	69.9
Overall Length (OAL)	312.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

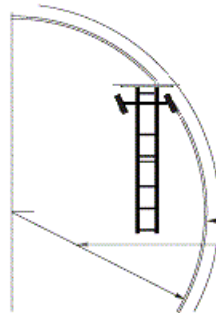


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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	69.9	+/- 3.0
Curb to Curb Diameter (ft)	61.5	+/- 3.0
Turning Radius (ft)	30.2	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model..... 4700SB
Cab Size (829)..... 110 INCH BBC STEEL CONVENTIONAL CAB
Wheelbase (545)..... 4375MM (172 INCH) WHEELBASE
Front Tires (093)..... MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
Width (in)..... 12.5
Front Axle (400)..... DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)..... 71
Bumper (556) OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
Width (in)..... 96
Bumper Miter to Front Axle (in)..... 93.927
Primary Steering Location (003)..... LH PRIMARY STEERING LOCATION
Steering Gear (536)..... TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Dual Steering Gear..... RCH45
Ram..... NONE
Rear Axle (420)..... RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Axle Spacing (624)..... NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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A proposal for
PORTAGE CITY OF

Prepared by
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Brian Pratt

Sep 11, 2020

Western Star 4700SB



Components shown may not reflect all spec'd options and are not to scale



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23T	WESTERN STAR 4700 PRL-23T (EFF:01/21/20)		
Data Version			
DRL-032	SPECPRO21 DATA RELEASE VER 032		
Vehicle Configuration			
001-451	WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS	9,215	6,480
004-221	2021 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		

Application Version 11.2.313
Data Version PRL-23T.032
MDOT City of Portage Tandem axle



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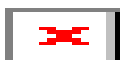
Page 2 of 21

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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE		
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.		
Engine			
101-22V	CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70
Electronic Parameters			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-002	PTO MODE ENGINE RPM LIMIT - 700 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-204	(4) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 680RC, THREADED STUD BATTERIES	30	10
290-1B9	BATTERY BOX WITH ALUMINUM COVER MOUNTED LONG SIDE TO RAIL	40	
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		



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Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-072	POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-020	LOW VOLTAGE BATTERY DISCONNECT AT 12.1 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1E2	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	-35	-30
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1F8	RH CURVED VERTICAL TAILPIPE B-PILLAR RAISED UNDER STEP MOUNTED AFTERTREATMENT SYSTEM		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	20	10
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		

Application Version 11.2.313
Data Version PRL-23T.032
MDOT City of Portage Tandem axle



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Data Code	Description	Weight Front	Weight Rear
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-998	NO RADIATOR/OIL PAN GUARD	-5	
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION	10	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-002	PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY



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Data Code	Description	Weight Front	Weight Rear
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-010	1900 RPM PRIMARY MODE SHIFT SPEED		
84H-010	1900 RPM SECONDARY MODE SHIFT SPEED		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
353-072	BODY LIGHTING POWER WIRED TO CUSTOMER INTERFACE CONNECTOR WITH SEPARATE & COMBO STOP/TURN		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	
402-075	BENDIX ADB22X AIR DISC FRONT BRAKES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-004	FRONT DISC BRAKE ROTORS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS	
406-001	STANDARD KING PIN BUSHINGS	
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90



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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-013	18,000# TAPERLEAF FRONT SUSPENSION	-90	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-058	RT-46-164 46,000# R-SERIES TANDEM REAR AXLE		550
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-25	-25
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-075	BENDIX ADB22X AIR DISC REAR BRAKES		-50
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-005	REAR DISC BRAKE ROTORS		
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-094	AIR DISC LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS		
41T-003	GUARANTEED NAME BRAND "ROADRANGER SYNTHETIC" FE 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-199	AIRLINER 46,000# REAR SUSPENSION		390



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Data Code	Description	Weight Front	Weight Rear
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP		
624-016	51 INCH AXLE SPACING		
888-048	MANUAL DUMP VALVE FOR AIR SUSPENSION WITH GAUGE		
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
Brake System			
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)		
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)		
Trailer Connections			
914-021	PLUGGED AIR CONNECTIONS AT END OF FRAME		
919-027	(4) ADDITIONAL AIR SWITCHES MOUNTED IN DASH WITH PLUMBING TO CAB MANIFOLD	2	
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
Wheelbase & Frame			
545-507	5075MM (200 INCH) WHEELBASE		
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	440	170



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Data Code	Description	Weight Front	Weight Rear
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	195	-5
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-065	2600MM (102 INCH) REAR FRAME OVERHANG		
55W-010	FRAME OVERHANG RANGE: 101 INCH TO 110 INCH	-80	350
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	158	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 136.5 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 133.5 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 371.81		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 43.33 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 40.14 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 42.25 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 40.84 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 42.12 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 199.8 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 136.69 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		

Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE		

Fuel Tanks

Application Version 11.2.313
Data Version PRL-23T.032
MDOT City of Portage Tandem axle



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Data Code	Description	Weight Front	Weight Rear
204-150	50 GALLON/189 LITER ALUMINUM FUEL TANK - LH	-5	
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-034	FUEL TANK(S) AS FAR AFT AS POSSIBLE	-35	35
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	20	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		

Tires

093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		120

Hubs

418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		

Wheels

502-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS	82	
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		72
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		

Cab Exterior

829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-008	WESTERN STAR STAINLESS STEEL CAB SKIRT		
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
705-056	STAINLESS STEEL SILL PLATES WITH RACEWAY	5	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	



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Data Code	Description	Weight Front	Weight Rear
678-039	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERT AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-008	GALVANEALD STEEL SEVERE SERVICE CAB		
644-004	FIBERGLASS HOOD		
67U-002	HOOD OPENING ASSIST		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-1AF	DOORS AND IGNITION KEYED THE SAME (3 KEYS)		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-010	SWITCH AND WIRING WITH STAINLESS STEEL BRACKETS MOUNTED OUTBOARD ROOF FOR (2) CUSTOMER FURNISHED BEACONS	2	
312-031	SINGLE RECTANGULAR H4 HALOGEN HEADLIGHTS WITH BRIGHT BEZELS		
302-022	LED MARKER LAMPS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-017	INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED AT END OF FRAME		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
318-1AD	SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS LH AT BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S)		
744-1E2	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LIGHTS AND LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		



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Data Code	Description	Weight Front	Weight Rear
74A-998	NO AUXILIARY MIRROR		
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
729-001	STANDARD SIDE/REAR REFLECTORS		
787-020	ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
677-097	FIXED STEPS LH AND RH FOR CAB ENTRY W/ALUMINUM DIAMOND PLATE ATS COVER, BELLY PLOW BODY WITH HIGH GROUND CLEARANCE DOES NOT COMPLY FMCSR 399		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	28	
768-046	17.5X35 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-023	2-PIECE ROPED-IN HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-026	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL		

Cab Interior

707-1D4	SMOKY MOUNTAIN GRAY VINYL PREMIUM INTERIOR
70K-005	BLACK HARD TRIM
706-049	BASE LEFT HAND DOOR TRIM
708-049	BASE RIGHT HAND DOOR TRIM
772-007	BLACK MATS WITH DOUBLE INSULATION
785-023	ASH CUP AND LIGHTER
691-001	FORWARD ROOF MOUNTED CONSOLE
693-025	LH AND RH DOOR MAP POCKETS
741-015	(2) COAT HOOKS ON BACKWALL OF CAB
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER
701-016	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER



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Data Code	Description	Weight Front	Weight Rear
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-002	ADDITIONAL CAB SIDEWALL INSULATION	60	10
285-033	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES		
324-076	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-110	(1) 12 VOLT POWER SUPPLY AND (2) USB PORTS MOUNTED IN DASH		
756-190	NATIONAL 2000 SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 6 WAY FRONT AND REAR CUSHION ADJUSTMENT, 3 CHAMBER AIR LUMBAR, ACTIVE CUSHION AND BOLSTER	20	
760-1J2	BASIC HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT		
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-012	3 POINT HIGH VISIBILITY ORANGE RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

185-002	NON-ADJUSTABLE SUSPENDED PEDALS
106-002	ELECTRONIC ACCELERATOR CONTROL



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Data Code	Description	Weight Front	Weight Rear
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
732-054	BLACK VINYL DRIVER INSTRUMENT PANEL WITH CUSTOMER SPECIFIED CUSTOM SWITCH AND GAUGE LAYOUT		
734-021	BLACK VINYL CENTER INSTRUMENT PANEL		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-024	FILTERMINDER DASH MOUNTED AIR RESTRICTION GAUGE	2	
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-041	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
44Y-001	CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	



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Data Code	Description	Weight Front	Weight Rear
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-004	(4) RADIO SPEAKERS IN CAB		
753-021	AM/FM ANTENNA MOUNTED ON LH FRONT A-PILLAR	2	
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
75A-002	UHF/VHF RADIO POWER/GROUND HARNESS TO OVERHEAD INSTRUMENT PANEL		
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-018	SIX EXTRA SWITCHES IN DASH		
4C1-004	HARDWIRE SWITCH #1,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C2-004	HARDWIRE SWITCH #2,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C3-004	HARDWIRE SWITCH #3,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C4-004	HARDWIRE SWITCH #4,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C5-004	HARDWIRE SWITCH #5,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C6-004	HARDWIRE SWITCH #6,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACE CONNECTOR		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		



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Data Code	Description	Weight Front	Weight Rear
304-060	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SW WITH HEADLIGHT/MRKR LT INTERRUPTER SWITCHES ON STEERING WHEEL & DASH SW FOR CUSTOMER FURNISHED SNOWPLOW LTS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-039	SELF CANCELING TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASH/WIPE/INTERMITTENT		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-3QC	CAB COLOR A: L6431EY WINTER WHITE ELITE EY
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
963-006	FENDER, UNDER CAB AND INTERIOR CAB FLOOR UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
---------	--

Secondary Factory Options

999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE
---------	--

Raw Performance Data

AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 133.5 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 136.69 in

TOTAL VEHICLE SUMMARY



Prepared for:
 Jereme Rowland
 PORTAGE CITY OF
 7900 S Westnedge Ave
 Portage, MI 49022
 Phone: 269-329-4445



Prepared by:
 Brian Pratt
 D and K TRUCK COMPANY
 3020 Snow Rd
 LANSING, MI 48917
 Phone: 517-484-1905

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9314 lbs	8045 lbs	17359 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	9314 lbs	8045 lbs	17359 lbs

Extended Warranty

WAI-47J	CUM 2017 L9: HD1 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES
WAX-102	CUM 2017 L9: AT3 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM AFTERTREATMENT. FEX APPLIES

Dealer Installed Options

		Weight Front	Weight Rear
001	PDI INSTALLED ELECTRIC BRAKE CONTROLLER	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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Q U O T A T I O N

WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK	110 INCH BBC STEEL CONVENTIONAL CAB
CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	5075MM (200 INCH) WHEELBASE
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
RT-46-164 46,000# R-SERIES TANDEM REAR AXLE	2600MM (102 INCH) REAR FRAME OVERHANG
AIRLINER 46,000# REAR SUSPENSION	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW
18,000# TAPERLEAF FRONT SUSPENSION	

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (2)	\$ 104,814	\$ 209,628
EXTENDED WARRANTY		\$ 2,800	\$ 5,600
DEALER INSTALLED OPTIONS		\$ 620	\$ 1,240
CUSTOMER PRICE BEFORE TAX		\$ 108,234	\$ 216,468

TAXES AND FEES

TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
--------------------	--------	--------

BALANCE DUE	(LOCAL CURRENCY)	\$ 108,234	\$ 216,468
--------------------	-------------------------	-------------------	-------------------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

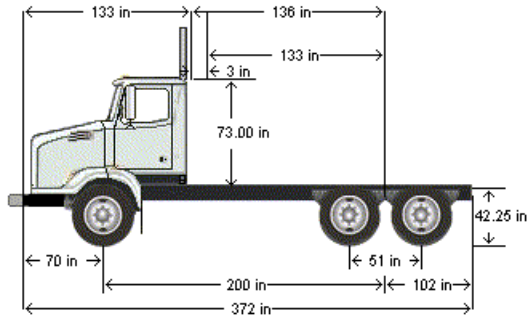


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LANSING, MI 48917
Phone: 517-484-1905

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model..... 4700SB
Wheelbase (545) 5075MM (200 INCH) WHEELBASE
Rear Frame Overhang (552)..... 2600MM (102 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
Mounting Location (577)..... NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)..... 0
Maximum Rearward Position (in) 0
Amount of Slide Travel (in)..... 0
Slide Increment (in) 0
Desired Slide Position (in)..... 0.0
Cab Size (829) 110 INCH BBC STEEL CONVENTIONAL CAB
Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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 Jereme Rowland
 PORTAGE CITY OF
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 Portage, MI 49022
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Dimensions	Inches
Bumper to Back of Cab (BBC)	133.2
Bumper to Centerline of Front Axle (BA)	69.9
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	136.5
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	133.5
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	238.9
Cab Height (CH)	73.0
Wheelbase (WB)	199.8
Frame Overhang (OH)	102.4
Overall Length (OAL)	372.1
Rear Axle Spacing	51.0
Unladen Frame Height at Centerline of Rear Axle	42.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

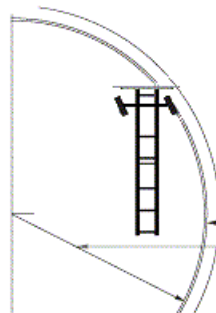


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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	80.2	+/- 3.0
Curb to Curb Diameter (ft)	71.8	+/- 3.0
Turning Radius (ft)	35.4	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model..... 4700SB
Cab Size (829) 110 INCH BBC STEEL CONVENTIONAL CAB
Wheelbase (545) 5075MM (200 INCH) WHEELBASE
Front Tires (093)..... MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
Width (in) 12.5
Front Axle (400)..... DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)..... 71
Bumper (556) OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR
393.203
Width (in) 96
Bumper Miter to Front Axle (in) 93.927
Primary Steering Location (003)..... LH PRIMARY STEERING LOCATION
Steering Gear (536) TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Dual Steering Gear..... RCH45
Ram NONE
Rear Axle (420)..... RT-46-164 46,000# R-SERIES TANDEM REAR AXLE
Axle Spacing (624)..... 51 INCH AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Lovers Lane Reconstruction Project - Bid Tabulation

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Award a contract to perform engineering services for the reconstruction of Lovers Lane from East Milham Avenue to East Kilgore Road to Williams & Works, Inc. of Grand Rapids, MI in the amount not to exceed \$171,528 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The proposed FY 2021–2022 Capital Improvement Program budget contains funding for the Major Street Reconstruction Program. Major street reconstruction projects are selected based on pavement condition, average daily traffic, federal aid eligibility, as well as potential development activities. The Lovers Lane Reconstruction Project includes resurfacing of the existing roadway from East Milham Avenue to East Kilgore Road, replacement of water main from East Kilgore Road to the south approximately 600 feet and installation of 350 feet of sanitary sewer main.

The Lovers Lane Reconstruction project has been approved by the Kalamazoo Area Transportation Study Policy Committee for federal funding. In total, the project cost is \$1,375,000. Federal funds in the amount of \$750,000 have been approved to assist in financing this project. The city share includes \$200,000 financed through the Sewer Fund and the remaining \$325,000 will be financed through the Municipal Street Fund. The water main replacement in the amount of \$100,000 will be funded by the City of Kalamazoo.

On September 10, 2020, five proposals were received for design and construction engineering services for the Lovers Lane Avenue Reconstruction project. Based on review of the proposals, staff has determined that the low bid from Williams & Works, Inc. of Grand Rapids, MI in the amount of \$171,528 best fits the needs of the project. Williams & Works, Inc. has significant experience with Michigan Department of Transportation policies and procedures and successfully completed the engineering services for the East Centre Avenue from Portage Road to South Sprinkle Road and South Westnedge Avenue from Trade Centre Way to Kilgore Road.

It is recommended that City Council award a contract to Williams & Works, Inc. to perform engineering

services for the Lovers Lane Reconstruction project from East Milham Avenue to East Kilgore Road in the amount not to exceed \$171,528 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: 2021-2022 Capital Improvement Program Budget

Attachments: 1. Lovers Lane Reconstruction - Bid Tabulation

BID TABULATION
LOVERS LANE RECONSTRUCTION - PROFESSIONAL ENGINEERING

<u>Firm</u>	<u>Total Bid</u>
Williams & Works, Inc. 549 Ottawa Avenue NW Grand Rapids, MI 49503	\$171,528.00
ROWE Professional Services Company 4345 44th Street SE, Suite A Kentwood, MI 49512	\$188,269.00
Mannik & Smith Group, Inc. (MSG) 1345 Monroe Avenue NW, Suite 269 Grand Rapids, MI 49505	\$194,015.00
Abonmarche Consultants, Inc. 95 West Main Street Benton Harbor, MI 49022	\$204,000.00
Wightman 433 E. Ransom Street Kalamazoo, MI 49007	\$219,805.00

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: In-car Computer Replacement

SUPPORTING PERSONNEL: Nicholas Arnold, Director of Public Safety - Police / Fire Chief
Devin Mackinder, Director of Technology Services

ACTION RECOMMENDED: Approve the purchase of 24 Panasonic Toughbook model CF-33 computers, 24 Panasonic keyboards and 16 Panasonic Toughbook vehicle docking stations from CDW Government LLC in the amount of \$116,568 and authorize the City Manager to execute all documents on behalf of the city.

The Department of Public Safety – Police Division has been utilizing Panasonic Toughbook laptop computers, model CF-31, in all patrol vehicles. The existing computers are over six years old, have exceeded the warranty period, are not Windows 10 compliant, and have several issues with hardware drivers which are needed to consistently function properly in the patrol vehicle. Seven of the units were taken out of service due to screen and touch pad failures, three of which occurred within the last few weeks. All of the department's spare computers have now been utilized.

A quote was secured from CDW Government LLC, the State of Michigan/MiDEAL contract holder for Michigan Master Computing software and hardware, for 24 new Panasonic Toughbook CF-33 computers, 24 Panasonic premium keyboards and 16 Panasonic Toughbook vehicle docking stations. This is a full upgrade of the existing Panasonic laptops and accessories, which are fully compatible with the primary vehicle video systems, Tyler mobile software and records management systems. CDW-G was selected as they are a MiDEAL contract holder, possess superior service, warranty and affordable pricing. A "due-diligence" comparative quote was solicited from Rugged Mobile, which was nearly \$19,000 higher in cost and included inferior components as compared to the CDW-G quote.

The new computers come with a warranty which includes overnight replacement, should any of the units fail. This newer model will deliver faster processor speeds, more memory, extra batteries, and can be converted to a tablet type device immediately. The newer model Panasonic Toughbook computers and vehicle docking stations are also smaller and will reduce windshield obstruction for officers inside the patrol vehicles.

It is recommended that Council approve the purchase of 24 Panasonic Toughbook model CF-33

computers, 24 Panasonic keyboards and 16 Panasonic Toughbook vehicle docking stations from CDW Government LLC in the amount of \$116,568 and authorize the City Manager to execute all documents on behalf of the city.

FUNDING: Funds for this project were approved in the FY 19/20 Police Mobile Computer/Video Replacement Capital Improvement Program budget.

Attachments: 1. CDW-G Quote

QUOTE CONFIRMATION



DEAR MIKE KERSTEN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPPN810	8/24/2020	PAN TB CF33	6652704	\$116,568.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 33 - 12" - Core i7 7600U - 16 GB RAM - 512 GB SSD Mfg. Part#: CF-33LE-12VM UNSPSC: 43211509 Contract: Michigan Master Computing-MiDEAL (071B6600110)	24	4844954	\$3,900.00	\$93,600.00
Panasonic Premium Keyboard CF-VEK331LMP - keyboard Mfg. Part#: CF-VEK331LMP UNSPSC: 43211706 Contract: Michigan Master Computing-MiDEAL (071B6600110)	24	4617723	\$505.00	\$12,120.00
Panasonic Vehicle Dock for Toughbook 33 Mfg. Part#: HA-33LDS2 Contract: Michigan Master Computing-MiDEAL (071B6600110)	16	5900162	\$678.00	\$10,848.00

PURCHASER BILLING INFO		SUBTOTAL	\$116,568.00
Billing Address: CITY OF PORTAGE FINANCE DEPARTMENT 7900 S WESTNEDGE AVE PORTAGE, MI 49002-5117 Phone: (269) 324-9262 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING		\$0.00
	SALES TAX		\$0.00
	GRAND TOTAL		\$116,568.00
	DELIVER TO Shipping Address: CITY OF PORTAGE POLICE DEPARTMENT 7810 SHAVER RD PORTAGE, MI 49024 Shipping Method: UPS Ground (1- 2 day)		
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Dave Engmark

800.808.4239

davieng@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Rezoning Application #20/21-1, 9300 South Sprinkle Road

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

ACTION RECOMMENDED:

1. Accept Rezoning Application #20/21-1, 9300 South Sprinkle Road for first reading and set a public hearing for October 20, 2020 and,
2. subsequent to the public hearing, consider approving Rezoning Application #20/21-1 and changing the zoning designation of 9300 South Sprinkle Road from B-2, community business to R-1B, one family residential.

A rezoning application has been received from Kasandra Barrow, requesting that 9300 South Sprinkle Road be rezoned from B-2, community business to R-1B, one family residential. The applicant proposes to rezone the southern approximate seven acres of the property to facilitate future one family residential construction.

The Planning Commission convened a public hearing during the September 3, 2020 meeting to consider the request. One citizen spoke at the public hearing seeking clarity on natural feature elements. Since the proposed zoning classification and use are consistent with the Comprehensive Plan designation, surrounding land use/zoning pattern and no citizens were present to oppose the zoning change, the Planning Commission voted to waive the second public hearing date. The Commission subsequently voted 9-0 to recommend to City Council that Rezoning Application #20/21/1 be approved and that 9300 South Sprinkle Road be rezoned from B-2, community business, to R-1B, one family residential.

In a report dated September 8, 2020, the Department of Community Development noted the rezoning request is with the Comprehensive Plan and surrounding land use/zoning pattern. Consequently, staff is supportive of the proposed R-1B rezoning district.

Attached find the Planning Commission transmittal, Department of Community Development report and related materials for review.

FUNDING: Not applicable

- Attachments:**
1. Planning Commission transmittal dated September 8, 2020
 2. Planning Commission meeting minutes date September 3, 2020
 3. Community Development staff report dated September 8, 2020

TO: Honorable Mayor and City Council

FROM: Planning Commission

DATE: September 8, 2020

SUBJECT: Rezoning Application #20/21-1, 9300 South Sprinkle Road

The Planning Commission convened a public hearing during the September 3, 2020 meeting to consider the rezoning application submitted by the applicant, Kasandra Barrow, requesting that the south approximate seven acres of 9300 South Sprinkle Road be rezoned from B-2, community business to R-1B, one family residential. The north approximate three acres is currently zoned R-1B, one family residential. The applicant has indicated plans to create four single-family residential building sites.

The Planning Commission convened a public hearing on September 3, 2020. Ms. Barrow was present to support the rezoning request and explain her plans for the property. One resident spoke at the public hearing regarding concerns with the high water table and potential impact on the wetland area located on the subject property.

Since the proposed zoning classification and use are 1) consistent with the Comprehensive Plan designation for the property, 2) consistent with the surrounding land use/zoning pattern and 3) no citizens were present to oppose the zoning change, the Planning Commission voted to waive the second public hearing date. Subsequently, a motion was made by Commissioner Baldwin, seconded by Commissioner Joshi, to recommend to City Council that Rezoning Application #20/21-1 be approved and southern approximate seven acres of 9300 South Sprinkle Road be rezoned from B-2, community business to R-1B, one family residential. The motion was unanimously approved 9-0.

Sincerely,


Dan Corradini
Chairman

PLANNING COMMISSION

September 3, 2020

 **DRAFT**

The City of Portage Planning Commission meeting of September 3, 2020 was called to order by Chairman Corradini at 7:00 p.m. Pursuant to Michigan Governor Whitmer's Executive Order, this meeting was held in-person with a maximum capacity of 10 persons in Council Chambers, along with the continued option for Commissioners, staff and the public to participate remotely via a phone-in option. Three Commissioners, three citizens and two staff members were present in Portage City Hall Council Chambers at the start of the meeting.

IN ATTENDANCE

Christopher Forth, Interim Director of Community Development; Kyle Mucha, Zoning & Codes Administrator; Sam Bower, Communications & Research Coordinator.

ROLL CALL

Mr. Mucha called the roll: Joshi (yes, in person); Fries (yes, phone in); Corradini (yes, in person); Pezzoli (yes, phone in); Baldwin (yes, in person); Myer (yes, phone in); Youngs (yes, phone in); and Freiman (yes, phone in) Commissioner Schimmel (yes, phone in).

APPROVAL OF MINUTES

Chairman Corradini referred the Commission to the August 20, 2020 meeting minutes contained in the agenda. A motion was made by Commissioner Baldwin, seconded by Commissioner Joshi, to approve the minutes as submitted. Upon a roll call vote: Pezzoli (yes); Youngs (yes); Freiman (yes); Myer (yes); Baldwin (yes); Fries (yes); Joshi (yes); Corradini (yes); Schimmel (yes), the motion was approved 9-0.

PUBLIC HEARING

1. Preliminary Report: Rezoning Application #20/21-1, 9300 South Sprinkle Road. Mr. Mucha summarized the staff report dated August 26, 2020 regarding a request from Kasandra & John Barrow to rezone property located at 9300 South Sprinkle Road from B-2, Community Business, to R-1B, one family residential. Mr. Mucha stated the applicants are proposing to rezone the southern approximate seven acres in order to facilitate future residential home construction. Mr. Mucha summarized the preliminary analysis of the rezoning request including consistency with the Comprehensive Plan/Future Land Use Map and the suitability and impacts of the proposed R-1B district.

Mrs. Barrow (applicant) was present to speak on behalf of the rezoning request. Mrs. Barrow indicated the parcel (9300 South Sprinkle Road) is not well suited for commercial development due to no public utilities available on site and the difficulties of installing an access drive along South Sprinkle Road.

The public hearing was opened by Chairman Corradini. Karla Hurt, 4669 Branch Avenue, addressed the Commission in regards to the existing water table and a potential wetland area located on 9300 South Sprinkle Road. Mrs. Barrow responded that a wetland delineation had been completed. No development activities can occur within this area.

Since the proposed zoning classification and use are 1) consistent with the Comprehensive Plan designation for the property, 2) consistent with the surrounding land use/zoning pattern and 3) no citizens were present to oppose the zoning change, a motion was made by Commissioner Youngs, seconded by Commissioner Baldwin, to close the public hearing. The motion was unanimously approved 9-0. A motion was made by Commissioner Baldwin, seconded by Commissioner Joshi, waive the second meeting and recommend to City Council that Rezoning Application #20/21-1 be approved and 9300 South Sprinkle Road be rezoned from B-2, Community Business, to R-1B one family residential. The motion was unanimously approved 9-0.

SITE/FINAL PLANS

None.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

STATEMENT OF CITIZENS/COMMISSIONERS

Commissioner Joshi encouraged citizens of Kalamazoo County to consider volunteering/working as an election officer for the November 2020 general election.

Chairman Corradini thanked Portage Public Schools teachers and administrators for their dedication to ensuring a safe learning environment for students as the school year begins.

ADJOURNMENT:

There being no further business to come before the Commission, the regularly scheduled meeting was adjourned at 7:16 p.m.

Respectfully submitted,

Christopher Forth, AICP
Interim Director of Community Development

TO: Planning Commission

DATE: August 26, 2020

FROM: Christopher Forth, Interim Director of Community Development

SUBJECT: Preliminary Report: Rezoning Application #20/21-1, 9300 South Sprinkle Road.

I. INTRODUCTION:

An application has been received from Kasandra Barrow and John Brent Barrow, requesting that the south approximate seven acres of 9300 South Sprinkle Road be rezoned from B-2, community business to R-1B, single family residential. The existing 10.3 acre parcel has split zoning with approximately three acres zoned R-1B and approximately seven acres zoned B-2. The applicants have requested the entire property be zoned R-1B to facilitate future parcel splits and single family residential home construction.

Applicant	Property Address	Parcel Number	Zoning	
			Existing	Proposed
Kasandra Barrow and John Brent Barrow	9300 South Sprinkle Road (south approximate seven acres)	00025-010-A	B-2	R-1B
One parcel – 10.3 acres				

II. EXISTING CONDITIONS:

Land Use/Zoning	<u>Rezoning Site:</u> 9300 South Sprinkle Road is currently vacant, wooded undeveloped land and is zoned R-1B, one family residential (north approximate three acres) and B-2, community business (south approximate seven acres). <u>North/East:</u> (Across S. Sprinkle Road) Vacant and occupied residential parcels zoned R-1B, single family residential. <u>South:</u> Single family residences zoned R-1B, one family residential and Mullins Auto Service zoned B-3, general business. <u>West:</u> Single family residences zoned R-1B, one family residential and Woodlands at Austin Lake attached residential condominiums zoned PD, planned development.
Zoning/Development History	No rezoning of adjacent properties has occurred in the past 10 years.
Historic District/Structures	The subject site is not located within a historic district and does not contain any historic structures.
Public Streets	South Sprinkle Road is designated a 2-lane major arterial roadway under the jurisdiction of the Kalamazoo County Road Commission with an average vehicle count of 9,067 (2019) with a daily capacity of 17,200 vehicles (level of service "D").
Public Utilities	Municipal water and sanitary sewer are not readily available along this portion of South Sprinkle Road. Nearest public water and sanitary sewer is located to the north/west within Woodlands at Austin Lake PD and to the east along South 24 th Street.
Environmental	The City of Portage Natural Resources Map identifies a potential wetland area within the middle portion of the 9300 South Sprinkle Road parcel.

III. PRELIMINARY ANALYSIS:

The following analysis has been prepared based on general land use considerations, the Comprehensive Plan, traffic conditions and surrounding development patterns.

Comprehensive Plan/Future Land Use Map Consistency. The Future Land Use Map component of the Comprehensive Plan identifies the rezoning parcel, as well as properties located to the north, east, south and west, as appropriate for Single Family Detached – Medium Density Residential (SFD-MDR) land use. The SFD-MDR classification is intended to provide for a greater diversity in single-family housing development within the city with development densities up to 6 units per acre. The SFD-MDR classification generally corresponds to the R-1A and PD zoning districts.

While these designations are intended to serve as a general guide for future development and rezoning considerations, specific zoning district boundaries need to be determined on a case-by-case basis considering overall consistency with the Comprehensive Plan/Future Land Use Map, surrounding land use/zoning pattern, development/redevelopment potential, impacts on adjacent properties and other factors.

Development Guidelines. The Development Guidelines are intended to be used by the Commission and staff when reviewing private development proposals, infrastructure improvement programs (i.e. public expenditures on streets, sewers and water mains that influence the location, intensity and timing of development) and public programs that affect the physical environment. An evaluation of the Development Guidelines will be provided with the final report and staff recommendation.

Suitability of Existing B-2 Zone/Impacts of Proposed R-1B Zone. The subject property has been zoned B-2, community business since 1967 and has never been developed with commercial uses. There is, however, a B-3, general business zoned parcel to the south (Mullins Auto Repair) and additional commercial zoning (B-1, local business and B-3, general business) located further to the north at the corner of South Sprinkle Road/Long Lake Drive and Long Lake Drive/South Long Lake Drive. Commercial development is problematic since there is no public water and sanitary sewer at the site. Although private, on-site septic systems and water wells could be provided, if approved by the Kalamazoo County Health Department, municipal water would be required for fire protection purposes. The proposed R-1B zoning district would facilitate new single family detached residential development (subject to County approval of a well and septic system permits) consistent with the Comprehensive Plan and surrounding zoning/land use pattern.

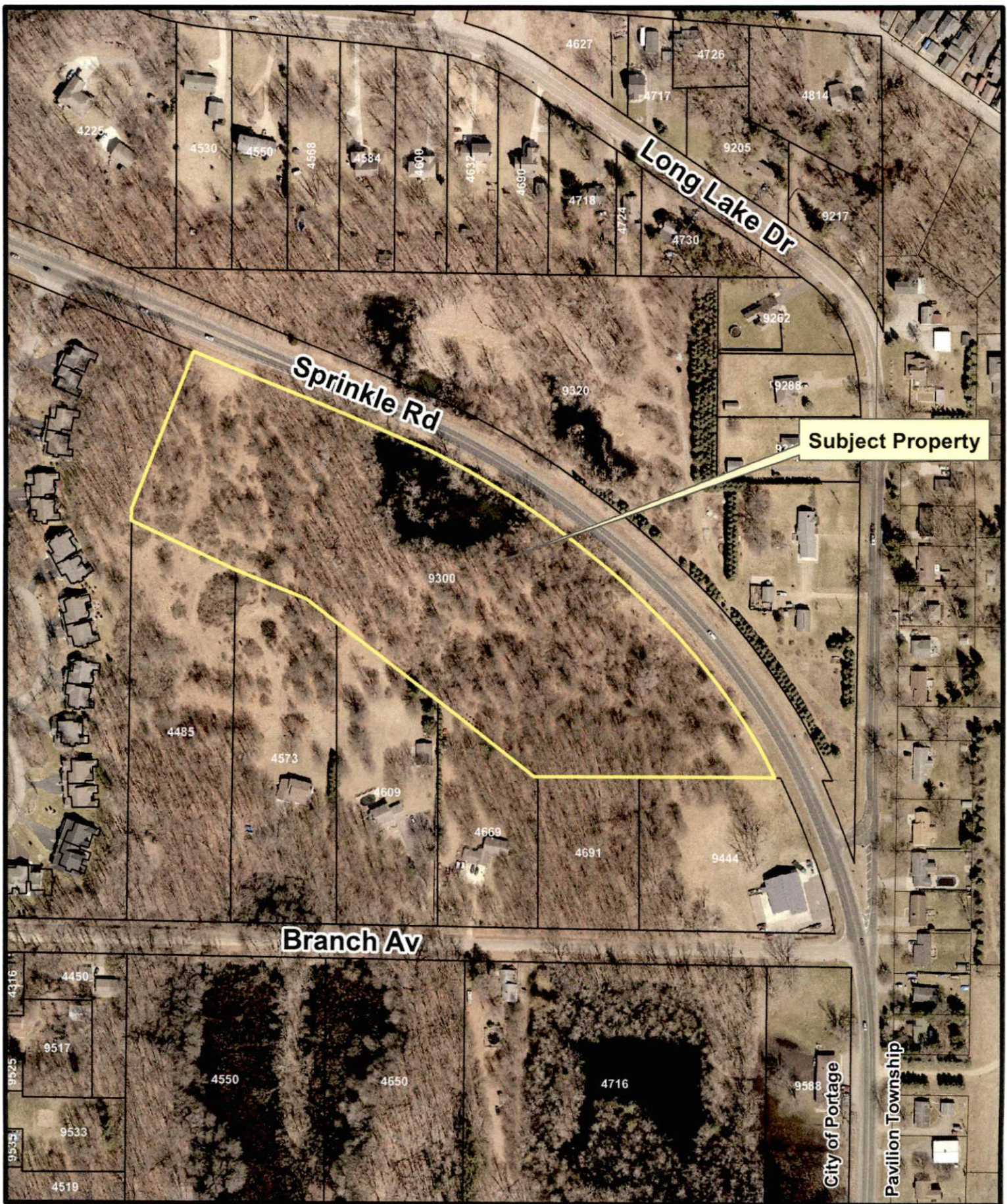
Traffic Considerations. Rezoning the subject property from B-2 to R-1B would result in a decrease in traffic generation since a commercial development would generate significantly more traffic than residential land division parcels, or even a residential subdivision. The Trip Generation Manual published by the Institute of Traffic Engineers (ITE) estimates that the average single family residential dwelling will generate approximately 8-10 vehicle trips per day ("trip" defined as one vehicle movement either in or out of the development). This is significantly less traffic generation than would occur with a commercial development project. Specific access related issues including driveway location, shared/cross access will be reviewed at the site plan stage of development.

IV. RECOMMENDATION:

Consistent with the Planning Commission policy of accepting public comment at the initial meeting and continuing the rezoning at a subsequent meeting, the Commission is advised to receive public comment during the September 3, 2020 meeting and adjourn the public hearing to the September 17, 2020 meeting.

Attachments: Zoning/Vicinity Map
Future Land Use Map
Aerial Photo Map
Rezoning Application and Supporting Materials

T:\COMMDEV\2020-2021 Department Files\Board Files\Planning Commission\PC Reports\Rezoning\2020 08 28 Rezoning Application 20-21-1, 9300 S Sprinkle (preliminary).doc



 Subject Property

Aerial Photography 9300 South Sprinkle Road



1 inch = 250 feet
(80)

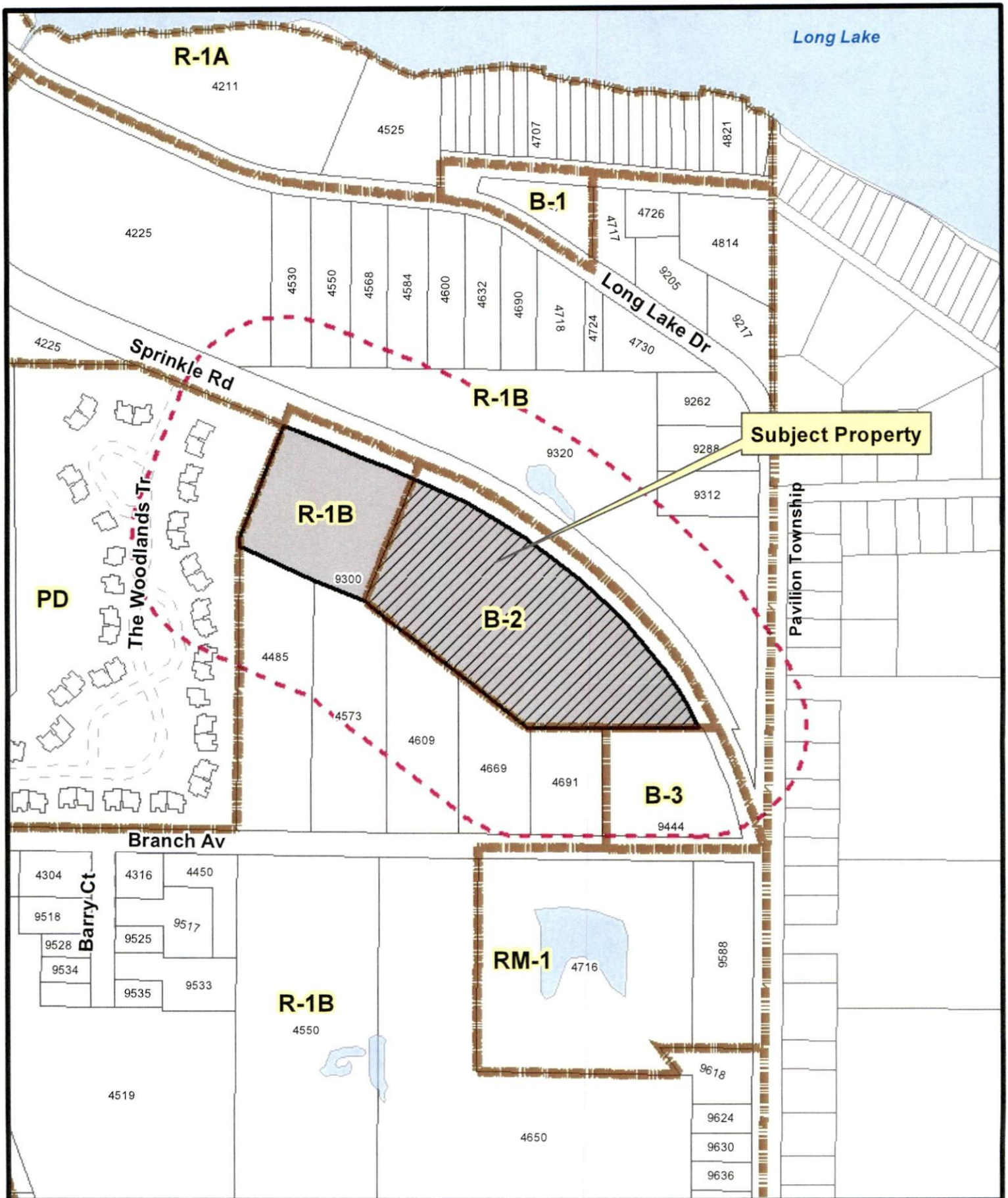


 Zoning Boundary
 Subject Property

Aerial Photography **9300 South Sprinkle Road**



1 inch = 250 feet



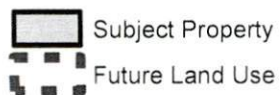
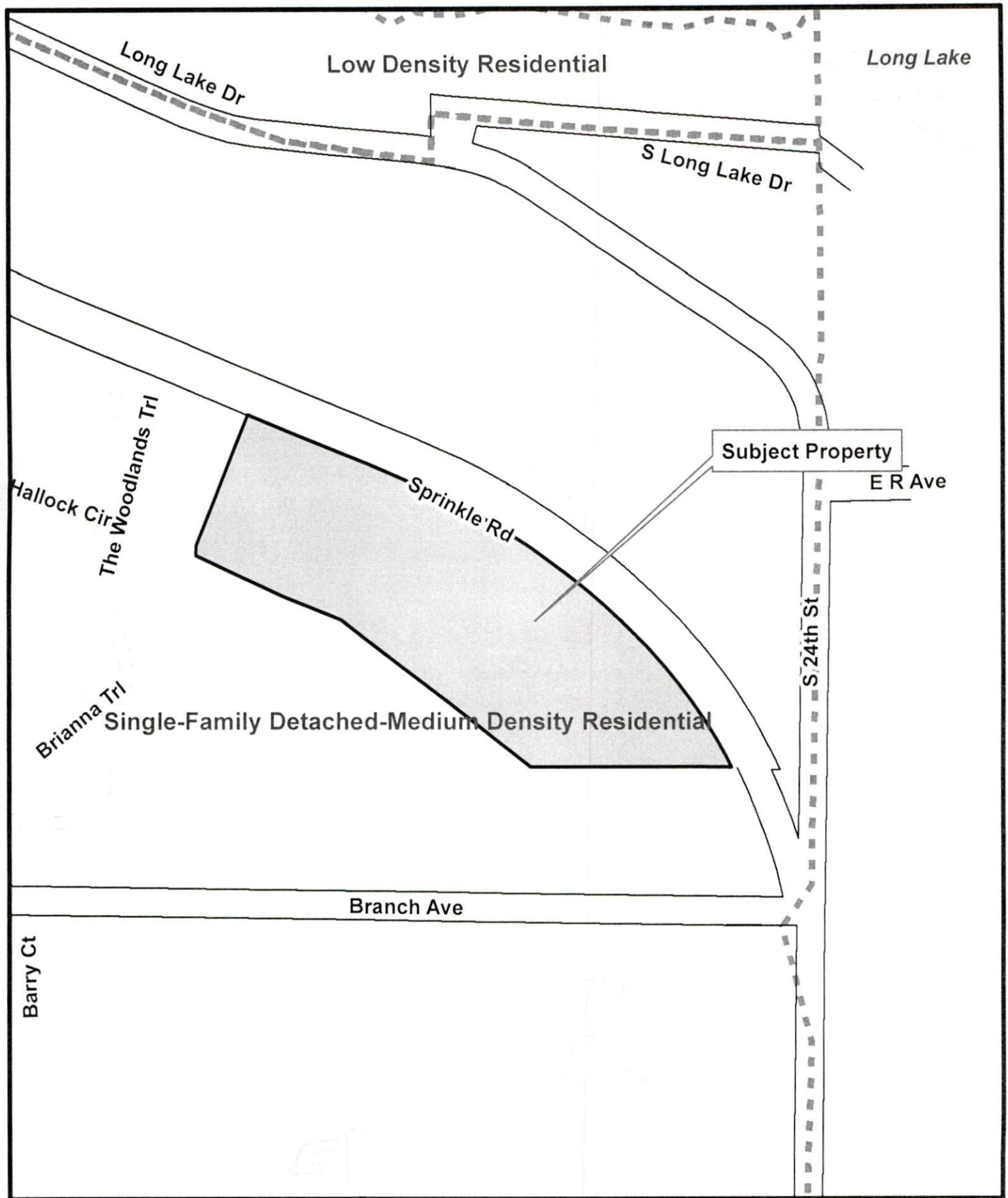
-  Zoning Boundary
-  B-2 portion for rezoning consideration
-  Subject Property
-  300' Notification Boundary

Rezoning: #20/21-01

9300 South Sprinkle Road



1 inch = 350 feet



Future Land Use Map 9300 South Sprinkle Road



1 inch = 300 feet

Michael West

From: Planning and Zoning Applications
Sent: Wednesday, July 29, 2020 2:13 PM
To: Michael West
Cc: Karl Klemm; Christopher Forth
Subject: FW: Online Form Submission #6714 for Zoning Amendment Application

Thank you.

From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Wednesday, July 29, 2020 11:52 AM
To: Planning and Zoning Applications <PlanningZoningApplications@portagemi.gov>
Subject: Online Form Submission #6714 for Zoning Amendment Application

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Zoning Amendment Application

Applicant Information

First Name	Kasandra
Last Name	Barrow
Address	6825 S 3rd St
City	Kalamazoo
State	MI
Zip Code	49009
Email Address	barrow.km@gmail.com
Phone Number	8698326317
Fax Number	Field not completed.

Property Owner Information

Required if property owner is different than the applicant

First Name	J Brent
Last Name	Barrow
Address	6825 S 3rd St

City	Kalamazoo
State	MI
Zip Code	49009
Phone Number	5745961935
Fax Number	<i>Field not completed.</i>
Email Address	<u>jbrentbarrow@hotmail.com</u>

Zoning Map Amendment

Property Address	9300 S Sprinkle Rd
Parcel ID No.	<i>Field not completed.</i>
Plat Name (if applicable)	<i>Field not completed.</i>
Current Zoning	B2
Proposed Zoning	R1B
Comprehensive Plan Designation	<i>Field not completed.</i>
Site Area (acreage)	7 acres
Current Land Use	vacant
Proposed Land Use	residential lots

Zoning Code Text Amendment

Zoning Code section proposed to be modified and/or Proposed language to be considered.

Proposed Amendment	The 10 acre lot is currently 7 acres commercial, and 3 acres residential. I believe the best use of the property is residential and would like to split the property into 4 residential lots approximately 2.5 acres each.
--------------------	--

Applicant/Property Owner Certification

Included is a statement indicating why, in my opinion, the change requested is necessary and why such amendment will advance the public health, safety and welfare. An assessment of the impact of the proposed zoning amendment on the community or property of other persons in the vicinity of the amendment or affected by the amendment is also included.

upload file attachment if needed	<u>9300 S Sprinkle Rd Property Owner Certification.docx</u>
----------------------------------	---

Electronic Signature
Agreement

I agree.

Electronic Signature

Kasandra Barrow

Date

07/28/2020

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

**FIRST READING
CITY OF PORTAGE, MICHIGAN
NOTICE**

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL OTHER INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Article 4 (Zoning) of Chapter 42 of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on _____, 2020, and that the Council will hold a public hearing on the proposed amendment at the Portage City Hall in said City on _____, 2020, at 7:00 p.m. or as soon thereafter as may be heard.

NOTICE IS FURTHER GIVEN that the proposed amendment to Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan reads as follows:

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

Street Address

Parcel ID Numbers

9300 South Sprinkle Road (south seven acres)

00025-010-A

Legal description attached as Exhibit A.

From B-2, community business to R-1B, one family residential, or any other classification permitted by law.

PLEASE TAKE FURTHER NOTICE that if the owners of at least twenty percent (20%) of the area of land included in the proposed zoning change, or if the owners of at least twenty percent (20%) of the area of land included within an area extending outward one hundred feet (100') from any point on the boundary of the land included in the proposed change, excluding public right-of-way or other publicly owned land, file a written protest petition against the proposed amendment presented to the City Council before final legislative action on the amendment, a two-thirds vote of the City Council will be required to pass the amendment.

Dated: _____

Erica Eklov, City Clerk

(App #20/21-1)

Beginning at a point two hundred thirty-six and seventy one hundredths (236.71) feet south of the east quarter (E 1/4) corner of Section 25, T3S, R11W, Portage Township; thence northerly and westerly along a twelve hundred seventy-three and fifty-seven hundredths (1273.57) foot radius curve to the west, a distance of five hundred eighty-seven and ninety-four hundredths (587.94) feet to a point three hundred thirty (330.0) feet north and one hundred thirty three and twenty-eight hundredths (133.28) feet west of the said east quarter (E 1/4) corner for the place of beginning of the land hereinafter described; thence continuing along the said twelve hundred seventy-three and fifty seven hundredths (1273.57) feet radius curve, a distance of four hundred seven and fourteen hundredths (407.14) feet; thence north forty four (44) degrees, forty six (46) minutes west, a distance of two and forty eight hundredths (2.48) feet; thence left along a seventeen hundred fifty four and nineteen hundredths (1754.19) foot radius curve to the west, a distance of seven hundred twenty two and sixty hundredths (722.60) feet; thence south twenty one (21) degrees thirty eight (38) minutes west, four hundred (400.0) feet; then southeasterly to a point three hundred thirty (330.0) feet north and six hundred sixty (660.0) feet west of the east quarter (E 1/4) post of said section; thence east parallel to the east and west quarter (E&W 1/4) line of said section, five hundred twenty six and seventy two hundredths (526.72) feet to the place of beginning. Except therefrom the northeasterly fifty (50.0) feet for highway purposes.

From R-1E to B-2.

EXHIBIT

A

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: International Association of Firefighters (IAFF) Contract

SUPPORTING PERSONNEL: Michael Carroll, Deputy City Manager

ACTION RECOMMENDED: Approve the International Association of Firefighters, Portage Firefighters Association, AFL-CIO Collective Bargaining Agreement for the period of July 1, 2020 to June 30, 2024 and authorize the Mayor and City Clerk to sign the same.

The most recent IAFF contract expired at the end of June. The City of Portage Public Safety Administration/City Administration negotiating team began meeting with the union as soon as the Governor allowed us to return to work. Those meetings recently concluded with an agreed 4-year contract. Over Labor Day weekend, the IAFF union met and ratified the Agreement. A summary of key points follows:

- Added criteria to determine who is eligible to fill in for positions higher than the one held if there are short-term and long-term openings.
- Added Compensatory Time to the contract to allow employees to schedule their time-off for future use rather than having to flex time-off within the same pay period. This should allow for better management of staff time off.
- Added an additional 12 hours of holiday time to their Holiday hours to compensate them for the addition of Martin Luther King Jr. Day and the half day the Friday prior to Labor Day.
- Vacation accruals remained the same.
- Sick time accruals remained the same. The payout of 50% of sick time was changed for when an employee retires from 20 years to 10 years to match non-union staff payouts.
- The Firefighter Retiree Health Insurance Fund contributions were increased from \$186,000/year (with a one-time additional contribution of \$5,000 in 2017) to \$196,000 for 2020 and 2021 and \$200,000 for 2022 and 2023. This was done to align them with internal comparables and to allow the IAFF to redesign the plan to allow for earlier retirement if desired.
- The Longevity payment was increased from \$110 per year of service to \$120 per year of service.
- The Money Purchase Plan for employees hired after July 1, 2012 was increased to 12% if the employee is contributing at least 2% to the 457 plan. This was done to help reduce the disparity between employees hired prior to July 1, 2012 receiving 18% into the Money Purchase Plan. This will also be a useful recruiting tactic as many surrounding Fire agencies still have Defined

Benefit Plans.

- The promotional process has been completely redesigned to provide a promotional process that we all agree will be fair and transparent.
- Section Work Assignment bonuses were added for the employees that take on additional work during the year. This is similar to the specialty assignments done on the Police side.
- The food allowance was increased from \$775 to \$1000 to allow for the increased cost of food.
- The requirement for an EMT-B license for hire was changed to a preferred qualification and an MFR license will be the required license. This was done to allow for a larger pool of applicants to qualify for a Firefighter position with the City.
- The Fire Marshal position and the Fire Training Officer position have been moved to non-union positions upon them becoming vacant. The recently filled Fire Marshal position is now a non-union position. The incumbent in the Fire Training Officer position will remain in the union under a letter of understanding. Should that individual move to a different position within the union, the Fire Training Officer position will become a non-union position. Both sides agreed to a one-time payout of \$1500 to each union member in exchange for this change.
- The pay scale for the IAFF was redesigned to be a fixed scale that does not increase every year. Previously, employees would move up a pay grade each year and receive a contractual percentage increase. This resulted in employees receiving a substantial increase in pay, as high as a 14% increase in one year. Moving forward, employees will only receive their annual step increase which has been standardized to be 5% per step. Once they reach the maximum step, they would only receive a bonus thereafter -- not a salary increase. Administration's hope is to apply this approach to all collective bargaining units moving forward.

It is recommended that City Council approve the International Association of Firefighters, Portage Firefighters Association, AFL-CIO Collective Bargaining Agreement for the period of July 1, 2020 to June 30, 2024 and authorize the Mayor and City Clerk to sign the same.

FUNDING: Funding is available in the FY 20/21 budget.

Attachments: 1. Local 1467 CBA 2020 FINAL (IAFF)

I

AGREEMENT
BETWEEN
CITY OF PORTAGE
AND
LOCAL NO. 1467
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Portage Firefighters Association, AFL-CIO
Effective July 1, 2020 through June 30, 2024

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AGREEMENT

THIS AGREEMENT entered into this 3rd day of September, 2020 (retroactive back to July 1, 2020), by and between the CITY OF PORTAGE, hereinafter referred to as the “Employer”, and LOCAL NO. 1467 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the PORTAGE FIREFIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the “Union”.

WITNESSETH:

The general purposes of this Agreement are to set forth the salaries, hours, and working conditions, which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union, and the community. Recognizing that the interests of the community and the job security of the employees depend upon the Employer’s ability to continue to provide proper services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I – RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for its full-time uniformed employees in the Fire Department and agrees that it will not enter into any agreements with its firefighters, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Excluded from the bargaining unit are the positions of: Director of Public Safety, Police/Fire Chief, Senior Deputy Fire Chief, Assistant Fire Chief, Senior Deputy Police/Fire Chief Administration, Fire Marshal (Division Chief) and Training Officer (Division Chief).

Section 2: The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 3: All members of the bargaining unit, may at their option, become or remain members of the Association.

The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

- A. The Union shall have the right to elect or designate one (1) steward and one (1) alternate per platoon.
- B. The Union shall inform the Employer in writing as to who has been appointed or elected stewards for the bargaining unit.
- C. The Union shall be represented by a grievance committee all members of which shall have completed their probationary period. The Union shall advise the City in writing of the names of the members of this committee.
- D. The Union shall be allowed to hold its meetings at any fire station, provided permission is requested in advance from the Director of Public Safety or his designee. Such permission will not be unreasonably denied. It is agreed that grievance meetings (either Employee to Employee or Employee/Employer) will be considered Union meetings.
- E. The union steward shall have the right to post Union notices and bulletins during regularly scheduled working hours.
- F. Representatives of the International Union who wish to conduct business with an on-duty employee will be permitted to do so for a reasonable length of time provided that the conduct of such business does not interfere with the performance of such employee's work and provided permission is first obtained from the Director of Public Safety or his designee.

Section 4: Whenever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 5: For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's payroll department, the employer will deduct the appropriate amount of union dues from each pay check as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the Union. The Union

agrees to indemnify and save the Employer harmless from and against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Section.

Section 6: Whenever the words are used in this Contract "Calendar Day" shall be defined as those days which are between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

ARTICLE II – MANAGEMENT RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees are vested solely and exclusively in the Employer.

ARTICLE III – SENIORITY

Section 1: Seniority shall be defined as an employee's length of full-time continuous service with the department since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work to the Fire Department at the instruction of the Employer since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2: All new full-time employees hired, assigned or transferred to the Fire Department shall be probationary employees until they have actually worked twelve (12) consecutive months of employment with the department. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular full time employee status. During the probationary period, the employee shall have no seniority status and may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regard to his length of service, and without recourse to the grievance procedure. Upon successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: New employees assigned to firefighting duties shall be assigned to a 40-hour firefighting shift for at least the first thirty (30) calendar days of employment, assigned to the Training Division to familiarize the employee with department policy, procedures and equipment. This assignment may be extended sixty (60) calendar days beyond the initial thirty (30) calendar

days in order to meet the employees or Administration needs in becoming prepared for assignment in a 54-hour position.

Section 4: The Employer will maintain an up-to-date seniority list, a copy of which will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. Employees who are hired on the same day shall have their name appear on the seniority list in alphabetical order by last name sequence. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5: An employee's seniority shall terminate:

- A. If he quits, retires, or is discharged, which discharge is not reversed through the grievance procedure.
- B. If, following a layoff for lack of work or funds, he fails to notify the Employer of his intention to return to work within ten (10) calendar days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or, having notified the Employer of his intent to return he fails to do so within thirty (30) calendar days after such notice is sent.
- C. When he has been laid off for lack of work or funds for a period in excess of twenty-four (24) consecutive months.
- D. If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence.

Section 6: When, because of lack of work or funds, it is necessary to reduce the number of firefighting employees, probationary employees will be laid off first. Thereafter, employees will be laid off in accordance with their seniority and recalled, following a layoff for lack of work or funds, on the same basis.

When he has been laid off for lack of work or funds for a period in excess of twenty-four (24) consecutive months.

ARTICLE IV – WAGES

Section 1: Wages are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: Annually on the first full payroll in July, each 54-hour Firefighter who has completed his probationary period and each 54-hour Captain will receive an Acting Pay bonus in the amount of three hundred thirty-three dollars (\$333). Employees to whom such payments are made will accept fill-in assignments as directed.

Any bargaining unit member who performs the duties as an acting role for more than two consecutive tours of duty, or six (6) shifts shall be compensated at the wage of the higher rank (or and step) as specified in Appendix A for the time worked in the higher rank.

For Short-term Acting or Fill-in roles (defined as less than or equal to 6 consecutive shifts) – Bargaining unit member must be off of probation and must have a total of 2 years’ experience in the fire service at the lower position to be eligible.

For Long-term Acting or Fill-in roles (defined as greater than 6 consecutive shifts) – Bargaining unit member must have 4 years’ experience in the fire service at the next lowest rank and must have completed the ‘Acting Officer Training Program Checklist’ as agreed upon between the Division Chief of Training and the Union President or his designee.

Section 3: Bargaining unit members will receive their pay by way of direct deposit with funds being deposited into the employees’ accounts at the financial institution designated by the employee. This includes regular payroll, bonuses and/or allowances.

ARTICLE V – HOURS OF WORK

Section 1: Employees assigned to firefighting duties are assigned to shifts under a three (3) platoon system consisting of three shifts (A, B and C shifts). The normal hours of work for firefighting employees shall be a twenty-four (24) hour shift commencing at 7:00am and, arranged on an annual basis, shall consist of a fifty-four (54) hour week. In addition, if the Congress of the United States and/or the State of Michigan enacts a law or laws affecting the hours of work, the Employer has the right to set the hours in conformity thereto. Unless it is necessary to lay off personnel as provided in Article III, Section 6, the number of personnel assigned to 54-hour schedules will not fall below 30.

- A. 54-hour off days will be modified such that employees may choose to use their “54-hour off days” as a day off, but must schedule this during Vacation Picks in December of each year. Alternatively, employees will be paid 1-1/2 times their then-current hourly rate for any overtime hours that are worked. Paid time off (vacation time or sick time) will be counted as hours “worked” for purposes of calculating overtime.

- B. Minimum daily staffing will be considered 7 employees. Anytime staffing drops below 7, overtime or compensatory time will be utilized to reach the daily minimum.
- C. There will be a mandatory minimum of two officers on duty at all times. The only exception to this will be in the event that two “senior firefighters” with a minimum of four (4) years of experience are also on duty. In that event, the minimum number of officers on duty may drop to one. The position of Battalion Chief will always be filled either by a full time Battalion Chief or a Captain who is authorized to serve in the ‘Acting’ Battalion Chief role.

Section 2: The Public Safety Director or his designee for the purpose of authorizing overtime payments, will be the determining authority of the necessity for overtime work. 54-hour overtime opportunity shall be first opened to 54-hour employees. Overtime under this section shall be paid at the 54-hour rate (i.e. annual salary divided by 2808, time and 1/2 rate).

Section 3: All scheduled time worked in excess of the regularly scheduled work week will be paid at time and one half of the employee’s then-current regular hourly rate of pay (i.e. annual salary divided by 2808, time and 1/2 rate).

An employee who responds to an Emergency Recall will be paid a minimum of two (2) hours. This does not apply when an employee fills in for another employee’s scheduled hours. When an employee responds to an emergency recall and it is two (2) hours or less before the start of the employee’s regularly scheduled shift start time, the employee will be paid for only the time worked at the overtime rate (time and 1/2 the regular hourly rate) up until the start of his shift

Section 4: Firefighters will have the option to use ‘Compensatory Time’ in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Firefighters will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For approved elective training, firefighters will be compensated with compensatory time unless arranged otherwise with Fire Department Administration.

- Compensatory time will be used within a 6-month period from the time worked. Any unused compensatory time will be paid out after 6-months at the overtime rate of time and 1/2.
- Bargaining Unit members may accrue up to 240 hours of compensatory time (i.e., 160 hours of time worked) at any one time.
- Use of compensatory time will be handled in the same manner as vacation whereas time can only be used if the number of firefighters off does not exceed daily requirements.

- Compensatory time for each employee will be tracked in ADP and/or the online scheduling program.

Section 5: When it is necessary for an employee to serve as a Firefighter witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked his regularly scheduled shift during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used. An employee will be paid a minimum of two (2) hours.

Section 6: The City shall conduct employee shift bidding every two years, starting in 2020. The following process will be followed:

- A. The last Wednesday of October, shift bids for 54-hour assignments will be conducted at 7:30am, at Fire Station 1. An employee can submit their request in person, over the phone or in advance by writing.
- B. Shift bids will be conducted in accordance to seniority by position, starting with Battalion Chiefs, then Captains followed by Firefighters.
- C. Employees will select both shift and station assignments.
- D. Specialty assignments may be linked to each station and employees shall bid knowing they may be required to assist with specialty assignments should they be assigned at that station.
- E. Shift assignments will start with the first new 28-day cycle in January of the following year.

The City may, with fourteen (14) days advance notice, modify the days and station assignment of some or all 54-hour firefighters to meet service and department needs. Also, with the same fourteen (14) day notice, the City may modify a firefighter's schedule from 54 hours per week to 40 hours per week, in order to accommodate training of that firefighter if the City deems necessary. Work schedules will be assigned for no less than a one (1) pay period. Employees may voluntarily agree to the changes described above with less notice and for a shorter duration.

If an opening is created during the year on a specific shift/station, employees in the same classification will be offered the opportunity to bid for the open shift and/or station, which shall be awarded to the most senior employee submitting a timely bid.

Section 7: The City of Portage will consider temporary light duty work assignments for all employees who incur a work-related injury or illness and have been placed on restrictions by a treating physician. The City will continue to comply with the Family Medical Leave Act in this regard.

Non-occupational injuries/illnesses:

Restricted duty assignments, for non-occupational injuries/illnesses will be at the discretion of the Director of Public Safety and/or his designee.

ARTICLE VI – HOLIDAYS

Section 1: All employees assigned firefighting duties, in lieu of the above-listed holidays, shall receive an annual holiday bonus equal to one hundred and twenty-two (122) hours paid in two (2) sixty-one (61) hour installments on the first regular payroll following December 1st and June 1st of each year to employees on the payroll on those dates, at the employee's then current hourly rate of pay. Upon separation from employment, eligible employees shall receive a prorated payment of the next benefit due. Prorated payments shall be made at a rate of 10.167 hours of pay for each full month worked after December 1 or June 1 as applicable.

ARTICLE VII – VACATIONS

Section 1: Regular, full-time firefighting employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

- A. When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to sixty (60) hours of paid vacation provided he continues working for the Employer thereafter. The vacation time off may be taken after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure set forth in this Agreement.

- B. Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- C. Upon completion of four (4) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty-eight (168) hours per year.
- D. Upon completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred, sixteen (216) hours per year.
- E. Upon completion of fourteen (14) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred forty (240) hours per year.
- F. Upon completion of nineteen (19) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred sixty-four (264) hours per year.

Section 2: Employees shall select their paid vacation on the following basis:

- A. Once an employee's vacation time is set, it may not be cancelled by the City because of an absence of another employee due to illness or injury.
- B. The selection shall take place on the first Tuesday and Wednesday of December, beginning at 7:30am on each such days. Vacation selection shall be on the basis of Department seniority. An employee may select any number of his days during each selection, provided that his selected days are consecutive days. After any pick, he shall not pick again until everyone else has made a selection.

Section 3: If an employee, who is otherwise eligible for vacation with pay, quits, retires, dies, or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final pay check, the vacation pay for which he qualified as for such anniversary date.

If an employee quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under

the pension plan or dies prior to such anniversary he, or in the latter case, his designated beneficiary, shall receive a pro rata share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

Section 4: Vacation time shall be accumulative to be a maximum of one and one half (1½) times an employee's annual accrual of said vacation leave. Such notification shall be prior to action taken to correct an over-accumulation situation. Requests for additional accumulation for a specific time or purpose may be approved, at the sole discretion of the employer.

No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances, as approved by the City Manager. Requests for accumulation of vacation hours in excess of the maximum must be recommended by the Director of Public Safety and submitted to the City Manager for approval. Documentation will be maintained in the employee's permanent personnel file.

ARTICLE VIII – SICK LEAVE AND LONG-TERM DISABILITY-TERM DISABILITY

Section 1: Upon ratification, the Employer shall provide, at its sole expense, a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's base salary (calculated as of the time of the disability), with such disability payments commencing not later than eighteen (18) weeks after the date of a non-duty illness or injury. Said policy shall further provide that the provisions for two-thirds (2/3) of income, as set forth above, shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time for additional payment.

Section 2: Upon completion of six (6) months of continuous employment, regular full-time shift employees will be credited with 72 hours of sick leave. Employees hired prior to July 1, 2012 will accumulate paid sick leave credits on the basis of twelve (12) hours per month up to a maximum of one thousand four hundred (1,400) hours. Beginning with the seventh (7th) month of continuous employment, employees hired on or after July 1, 2012 will accumulate paid sick leave credits on the basis of nine (9) hours per month up to a maximum of one thousand four-hundred (1,400) hours

Section 3: In order to qualify for sick leave payments, the employee must report to the Public Safety Director or his designee one (1) hour before his normal starting time on the first day of

absence unless, in the judgment of the Public Safety Director or his designee, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- A. In order to qualify for sick leave payments in excess of two (2) consecutive full shifts, employees shall furnish a signed doctor's certificate upon return to duty.

The following will count towards sick leave: approved FMLA events, partial day absences and prearranged doctor or dentist appointments.

Section 4: Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- A. When an employee's absence from work is due to a non-duty illness or injury. Paid sick leave may be used for time missed due to the treatment of substance abuse.
- B. When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers' Compensation Act and/or the First Responders Presumed Coverage Fund, he shall be paid the net difference between what the employee receives in workers' compensation benefits (and/or presumed coverage benefits) and what he normally would have been paid for the time necessarily lost from his regularly scheduled duty days due to such illness or injury, for a period not to exceed twenty six (26) weeks in any 12 month rolling period. It is understood that the employee's sick leave accrual will be frozen during the time period in which the employee is receiving such supplement. After such 26 week period the employee will be entitled to utilize his unused paid sick leave credits to make up the net difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received in his own classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay on a twenty-four (24) hour per day basis.

The net difference will be calculated by computing an employees' normal net pay with only statutory deductions and deducting the workers compensation (and/or presumed coverage) payment amount. This net difference shall equal the city supplement and the city will "gross up" to cover taxation. Employees may have the option of utilizing accrued sick hours to increase the supplement check to be equal to the prior payroll dollar contribution to their 457 deferred

compensation plan. Employees electing to utilize sick hours in addition to the city paid supplement must contribute their entire supplement to their 457 deferred compensation plan.

- C. A 54- hour employee may use up to 72 hours of sick leave and a 40-hour employee may use up to 40 hours of sick leave, per occurrence, for the critical illness or critical injury of an immediate family member requiring hospitalization or hospice care treatment. All employees may use up to 72 hours of paid sick time per calendar year in compliance with the Michigan Paid Medical Leave Act.

Sometimes, employees have what is considered an “alternative family situation” (example, close family friend who acts in a role of a traditional family member such as father, grandfather, etc.), the Director of Public Safety or his designee shall review the details of the situation and grant permission for leave under this section.

Section 5: Whenever sick leave payments are made under this article, the amount of such payments shall be deducted from the employee’s accumulated unused bank of paid sick leave credits.

Section 6: When an employee has used all of his accumulated sick leave and accrued vacation time and continues to remain on the sick list, and payments are not yet due under the long-term disability policy, other employees, with the prior approval of the Public Safety Director or his designee, may voluntarily work in such employee’s place without compensation and without charging the Employer for the time.

Section 7: When an employee hired prior to July 1, 2012 meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for only the first one thousand two hundred (1,200) hours sick leave accumulated at the time he ceases to be an employee. When an employee hired on or after July 1, 2012 meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for up to one thousand (1,000) hours of sick leave accumulated at the time he ceases to be an employee:

- A. The death of the employee occurs while employed by the City of Portage.
- B. The employee reaches his fiftieth (50) birthday while an employee with the City of Portage.
- C. The employee reaches his 10th anniversary of uninterrupted employment.

- D. If it becomes necessary to discontinue employment as a result of an employee becoming disabled and is unable to continue his unrestricted duties as a firefighter.

ARTICLE IX – LEAVES OF ABSENCE

Section 1: Pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA), leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received as regular pay from the City had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year. If there is a conflict between the terms of this section and the terms of USERRA, the terms of USERRA will prevail.

Section 2: A full-time employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of USERRA and/or any other applicable laws then effective.

Section 3: Employees shall receive straight time pay for three (3) working days of leave time (72 hours for 54-hour employees) from the time of death of an immediate family member for time lost from work. Immediate family shall be defined as current spouse, mother, mother-in-law, father, father-in-law, step-mother, step-father, stepchildren, grandchildren, step-grandchildren, employee's grandparents, grandparents-in-law, child, brother, sister, brother-in-law and sister-in-law. Sometimes, employees have what is considered an "alternative family situation" (example, close family friend who acts in a role of a traditional family member such as father, grandfather, etc.), the Director of Public Safety or his designee shall review the details of the situation and grant permission for leave under this section.

Section 4: Employees who are elected or selected by the Union to accept a full-time assignment with the International Union which assignments takes them away from their employment with the City, shall upon written request by the Union served upon the Human Resources Department of the City at least thirty (30) calendar days prior to the anticipated start of such leave be given a leave of absence without pay or fringe benefits and without loss of seniority for such purpose provided that no more than one (1) employee shall be granted such leave at the same time and provided further that such leave shall not exceed two (2) years or the duration of

that assignment whichever is shorter. In the event the employee wishes to continue his health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of the plan.

Section 5: Employees who are elected or selected by the Union to attend functions of the International Union such as conventions, educational conferences and other legitimate Union activities may be allowed time off without pay and without loss of seniority to attend such conventions, educational conferences or other legitimate Union activities provided the Human Resources Department is advised in writing by the Union of such intended absence at least nine (9) calendar days prior to the start thereof and provided further that not more than two (2) will be granted a leave for this purpose at any one (1) time.

Section 6: An employee who has exhausted or does not qualify for sick leave because of illness, accident, or pregnancy or is physically unable to report for work without limitation or restriction shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed two (2) years as follows;

An employee on a medically related absence who wishes to extend his full employment status, with benefits, must first utilize all accumulated sick leave and vacation leave. An employee (who has first exhausted the foregoing, and who, because of illness, accident, or pregnancy remains physically unable to report to work) shall also be given a leave of absence without pay or benefits and without loss of seniority provided he promptly notifies the employer of the necessity therefore and provided further that he supplies the Employer with a certification from a qualified physician of the necessity therefore and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer. Such a medical leave shall expire no later than two years after the first day of any medically related absence exceeding 30 calendar days. The maximum extent of the leave as provided for in this paragraph shall be specified in writing to the employee at the time a request is granted. In the event the employee wishes to continue his health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of said plan.

ARTICLE X – INSURANCE

Section 1: The Employer agrees for the life of this agreement to provide health insurance levels provided by BCBS of Michigan CB PPO-1 Modified Option for coverage under the health insurance plan, the employer will pay a maximum amount up to the annual premium caps of issued each year by the Michigan Department of Treasury pursuant to PA 152. Employees will pay the remainder of the premium through payroll deduction. Family continuation coverage will

continue to be available to employees based on carrier conditions with the premiums to be paid by the employee through a payroll deduction.

Any employee who can provide evidence of coverage and elects to opt out of the City insurance plan shall receive a monthly cash payment equal to 40% of the monthly premium paid by the City for single, double or family coverage, whichever is applicable to the employee. Payment shall be made through the regular payroll system. Opt out elections made during open enrollment must remain in effect for the entire plan year for all employees unless the employee experiences a “qualified change in family status” as described by HIPAA and/or Section 125. TO determine if a “qualified change in family status” has occurred, please contact the Department of Human Resources. An employee who is waiving health insurance and experiences a qualified change in family status must notify the Department of Human Resources within thirty (30) days of the qualified change in family status to be eligible to enroll/re-enroll in a City health plan.

The Employer may provide identical or better benefits through another insurance carrier licensed to do business in the State of Michigan.

Section 2: The City will contribute the following amounts to the Firefighter Retiree Health Insurance Fund:

- July 1, 2020 \$195,000
- July 1, 2021 \$195,000
- July 1, 2022 \$200,000
- July 1, 2023 \$200,000

- A. Employees who retire from the city and continue insurance coverage through the city will have the option of continuing single, two-person (employee and spouse) or family coverage, subject to the conditions of the group insurance plan.
- B. The Pension and Retiree Health Insurance Fund Trustees shall be the sole source for developing rules for the management, operation, and administration of the Portage Firefighters Retiree Health Insurance Plan and Fund. Any changes in the Plan shall be approved by the members of the Union.
- C. The City shall assume no additional responsibility or liability for management of these funds beyond the contractual agreement providing for annual contributions.

- D. The Pension and Retiree Health Insurance Committee/Trustees shall have the exclusive right to establish bargaining unit members' eligibility for benefits and levels of benefits available under the plan.
- E. The Union, its officers, agents, members, and International Union hereby agree to indemnify and hold harmless the City of Portage, the Portage City Council, City Manager, Finance Director, Director of Public Safety, Police/Fire , Senior Deputy Chief Fire Department, Assistant Fire Chief, Senior Deputy Police/Fire Chief Operation and any and all claims, loss, damages, expense, and liability arising from any operation or administration of the Retiree Health Insurance Plan and Fund under control of the Pension and Retiree Health Insurance Committee and the Union.

Section 3: The Employer shall continue to make available a 50-50 co-pay dental insurance rider for the then existing group health insurance benefits subject to the terms and conditions as provided by the carrier. Effective July 1, 1982, the Employer shall add a 50-50 Orthodontic Rider (\$1,000 maximum/lifetime consistent with the terms and conditions established by the carrier). Effective July 1, 1991 the dental insurance rider will be upgraded to a 100/75/50 rider. The Employer shall provide full payment for the premium cost of the dental and orthodontic plan coverage.

Section 4: Effective July 1, 2015, the Employer agrees to pay the monthly premium for Thirty-five Thousand Dollars (\$35,000.00) of group term double-indemnity life insurance with an insurance carrier selected by the City that is authorized to do business in the State of Michigan, with the employee having the option to purchase an additional One Hundred Thousand (\$100,000.00) Dollars of insurance at his own expense, to the extent that the life insurance carrier will permit additional purchases in this amount. (As of the effective date of this agreement the life insurance carrier will allow the purchase of \$20,000 or \$100,000 of optional life insurance. The life insurance carrier may allow purchases of different amounts in the future.)

Section 5: If the City establishes a cafeteria style plan of insurance in the future for non-union employees, the City will allow bargaining unit employees to participate in such a plan on the same basis, but at the same employer expense level provided by this Agreement. Furthermore, bargaining unit members will not be permitted to select a cafeteria plan as an individual, but must either elect such a plan as a unit, or not elect such a plan.

Section 6: The City agrees to contribute \$1,000 into employee's Health Savings Account when they are switching from a traditional plan to a high deductible plan. This will be for the first year, first time they switch only.

ARTICLE XI – LONGEVITY PAY

Section 1: All regular full-time Firefighters who, have completed five (5) years of continuous service with the City of Portage since their last hiring date shall receive one hundred twenty (\$120) dollars for each year of service.

Section 2: For purpose of this Article, continuous service shall be broken by (1) resignation, (2) discharge, or (3) retirement.

Section 3: Longevity pay will be included in the employee's normal payroll check, to be paid on the payday for the pay period the anniversary date falls in. For the purposes of longevity, that anniversary date shall be the employee's last hire date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired nor been discharged".

Section 4: In the event of death or separation from the City, the employee or his beneficiary shall receive a prorate amount of the current year's longevity due. For example, in one year if an employee receives a longevity bonus of \$1430 based on an August 1 anniversary date (13 years of service) and the employee leaves employment with the City on November 1, he would be entitled to a prorated longevity payment at separation of 25% of \$1430 or \$357.50.

ARTICLE XII – PENSION/RETIREMENT

Section 1: Effective July 1, 2020, for all members of the bargaining unit whom were hired prior to July 1, 2012, the Employer will contribute eighteen (18%) percent of the employee's base salary as specified in Appendix A, to the Money Purchase Plan

Effective July 1, 2020, members of the bargaining unit whom were hired after July 1, 2012, the Employer contribution to the Money Purchase Plan shall be ten (10%) percent. The Employer agrees to contribute an additional two (2%) percent to the Money Purchase Plan as long as the member matches this with their own two (2%) percent contribution into the ICMA/457 program.

Payment will be paid to the fund administrator on a monthly basis, i.e., one-twelfth (1/12) of the appropriate percentage of the employee's base salary (as defined above) by the 15th of the month for the preceding month. For employees who are not employed for the full month, the contribution in that instance will be prorated accordingly.

Section 2: Partial month payments due to changes from one classification to another or from one step to another shall be paid at the rate in effect on the last day of the previous month. NO monthly prorated payments will be made.

ARTICLE XIII – PHYSICAL FITNESS

Section 1: The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their physical condition. “Physically fit” shall include the employee’s weight being reasonable. If a physical examination performed by a medical doctor of the Employer’s choice at the Employer’s expense reveals such physical unfitness, and if the employee is not adhering to a regimen prescribed by the Employer’s doctor to correct such unfitness, the Employer may issue a disciplinary warning to the employee. If the employee continues to fail or refuse to comply with a prescribed regimen, he may be progressively disciplined by the Employer at reasonable intervals.

If the employee disagrees with such doctor’s findings, then the employee, at his own expense, may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be shared equally by the Employer and the employee and his findings shall be binding on the employee, Employer and the Union

Section 2: Firefighters will be allowed to use the physical fitness equipment off duty as long as there is a liability release form signed on file with Administration / Human Resources.

Section 3: Employees shall not be permitted, as a condition of their continued employment, to indulge in the use of any tobacco products or any other smoking materials.

Section 4: Following any inpatient surgery, outpatient surgery or hospital admission the employee will provide medical documentation of the ability of the employee to return to his regular work assignment. The employee will not be permitted to return to his regular work assignment until the City has been provided with the requested medical documentation that the employee is able to return to his regular work assignment. The Return to Work form is Appendix B of this agreement.

- A. The duties of a firefighter are physically demanding. Research has established that annual physicals and wellness programs substantially decrease the possibility of firefighter injury or death. The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their personal physical condition.

All members of the Portage Fire Department bargaining unit will participate in the department occupational wellness program, consisting of an annual medical physical examination by their own personal physician and a personal fitness program. The Fire Department, City of Portage, or any other person or entity

will not have access to the medical information collected pursuant to this program without specific written consent of the employee.

- B. The medical physical examination will be completed annually. Any additional cost, including the employee's deductible, of this medical physical examination (the standard annual physical exam, not follow-up tests and treatment) that is not covered by the employee's health insurance will be paid by the City of Portage. Results of the medical physical examination will be provided to the employee. Following the completion of the medical physical examination, a letter will be provided to the City stating that the employee has completed his annual medical physical examination.
- C. The medical physical examination will include at least the following;
 - 1. Completion of a comprehensive medical history of the employee.
 - 2. Physical exam of the head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.
 - 3. Vision screening
 - 4. Audio screening (sound booth or whisper test)

The following will be completed after a baseline is established, as indicated or, **more or less frequently, as determined by the physician:**

- 1. Lab analysis – chemistry panel 23, CBC with differential including heavy metals, C-Reactive Proteins, TSH, lipid profile, PSA screening and urinalysis. These tests will not be used to determine drug use.
- 2. Electrocardiogram (12 lead EKG)
- 3. WFI sub maximal graded treadmill evaluation (stress test) every three (3) years.
- 4. Pulmonary function testing every three (3) years.
- 5. Chest X-Ray every five (5) years.

- D. The personal fitness program will consist of a wellness maintenance plan. The City will provide an independent qualified health and fitness coordinator who will work one on one with each employee to establish current fitness benchmarks, using a standardized program to measure employees' current fitness levels.

Following this, the coordinator will create a personal fitness program that the employee can follow. This program will be customized for each employee's personal needs in order to help them achieve fitness goals. Employees will have access to the fitness coordinator twice annually in order to measure results and modify their personal plan.

In addition to a personal fitness program, employees will be given annual wellness and nutritional education and counseling regarding health promotion.

- E. All members of the Portage Fire Department bargaining unit will be required to participate in the personal fitness program. It is the responsibility of each firefighter to see that their level of fitness to perform the job duties of a firefighter is maintained at all times.

It will be the goal for each member to have a minimum of one (1) hour to participate in the fitness program throughout the shift. Employees will be allowed time on duty to participate in the fitness program based on work schedule, work assignments and emergency call load. A minimum of thirty (30) minutes must be performed unless otherwise approved by the on-duty Battalion Chief.

ARTICLE XIV – PROMOTIONS

Section 1: Promotional Process – Battalion Chief and Captain. The following steps will be required for all candidates applying for promotion within the Portage Fire Department.

To be eligible to participate in the promotional process for the promotional vacancies, employees must possess the following criteria:

Battalion Chief

4 years of continuous service as a full time Fire Captain
Associates Degree (Bachelor's preferred)
Fire Officer III or equivalent

Captain

4 years of continuous service as a full time Firefighter
Associates Degree or a minimum of 10 years fire service experience.
Fire Officer II or equivalent

The City agrees to only seek external candidates for the position of Captain if there are fewer than two (2) qualified internal candidates eligible for and interested in the promotion. The City agrees to only seek external candidates for the position of Battalion Chief if there are fewer than three (3) qualified internal candidates eligible for and interested in the promotion. External candidates must meet the criteria above to be eligible for consideration.

When it is determined that there is an opening for the position of Battalion Chief and/or Captain, a communication will be sent out to notify all employees of the opportunity. Employees who meet the criteria must submit a letter of interest to be considered for the position.

The selection process will be determined through a two-part interview consisting of;

First Interview

The first interview will consist of a panel interview. The panel will be comprised of the following;

- 3 - Battalion Chiefs (if a Battalion Chief can't attend, they may opt to designate a Division Chief for their Proxy. In the alternative, one – but not more than one – Battalion Chief may choose a proxy other than a Division Chief, who is one level lower than the vacant position being interviewed for)
- 1 – Human Resources
- 1 – Assistant Chief

Interviews can be held so long as five (5) are present. A majority consensus is needed to pass any candidate along to the Final Interview.

Final Interview

The final interview will be conducted by the;

- Director of Public Safety
- Senior Deputy Fire Chief
- Human Resource

Upon completion of the final interview, the Director of Public Safety will select one candidate for promotion.

Section 2: An employee who is promoted to a position within the bargaining unit or outside of the bargaining unit will be on a six (6) month probationary period. If during the probationary period, it is determined that the employee is unable to satisfactorily perform the job he will be returned to the position held prior to the promotion. The employee may voluntarily return to the previous position within the six (6) month probationary period.

Section 3: In the event that an acting position will be 'indefinite' or 'long-term', the Director of Public Safety has the discretion to conduct an interview process (using the process listed above) to fill the vacancy created by the absence. The candidate chosen would serve in the acting position with the understanding that if the position became a permanent one, they would be the one to fill the position.

In the event that the employee whom created the vacancy returns to full duty, the person who was filling the acting position would return to their former position, prior to being moved to the acting position.

ARTICLE XV – CONTINUING EDUCATION

Section 1:

- A. Employees who possess an Associate's Degree which is determined to be job related by the Director of Public Safety or his designee shall receive an annual bonus of Two Hundred Fifty (\$250.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.
- B. Employees who possess a Bachelor's Degree which is determined to be job related by the Director of Public Safety or his designee shall receive an annual bonus of Five Hundred (\$500.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.
- C. No employee, regardless of the number or types of degrees or credits, shall be eligible for an annual college incentive bonus which exceeds Five Hundred (\$500.00) Dollars per year. Only one Associates, one Bachelors, or one Master's Degree may be applied to this bonus.
- D. Request for payment shall be made annually in writing prior to January 31.

Section 2: Employees seeking the college incentive bonus under this Article shall provide a certified transcript or certificate of degree awarded prior to January 31st each year, unless no

change has occurred since the previous year's request. In those instances, the transcript of the previous year will continue to serve as evidence of accumulated credits.

Section 3: Payment of the college incentive bonus under this Article shall be made on the first regular payroll after February 1 in each succeeding calendar year.

Section 4: For purposes of this Article, employees shall be entitled to certify college credits already accumulated, those currently in process, and any credit hours completed from the date hereof.

Section 5: A tuition reimbursement program that will not exceed \$4,500 annually (earned during each year from July to June) is hereby established in accordance with the following provisions:

- (a) Each employee who wishes to participate in the tuition reimbursement program shall make application to the Director of Public Safety or his designee not later than August 1, December 1, or April 1 of each year, which will include the name of the college or university, a title and brief description of each course, the number of credit hours, and verification from the college or university of tuition cost.
- (b) The Director of Public Safety or his designee will review all requests and notify each applicant within ten (10) calendar days after the application cutoff date of the credits that are eligible for reimbursement and the amount of tuition reimbursement that will be available.
- (c) In the event available funds will not provide the fifty (50) percent tuition reimbursement for current applicants, the amount of reimbursement shall be determined so that each applicant shall be entitled to a proportional share of available funding in direct relation to the total amount of tuition reimbursement approved as eligible. The Director of Public Safety or his designee will so notify each applicant of the amount of benefit approved and available within ten (10) calendar days of the cutoff dates for application.

In no event shall an employee be entitled to more than five hundred (\$500.00) dollars per semester, with an annual maximum of one thousand five hundred dollars (\$1,500.00).

ARTICLE XVI – GENERAL

Section 1: TRADE TIME

The Employer and the Union agree that employees may have the privilege of trading work days with the other employees with the advance permission from the Battalion Chief, under the direction of the Director of Public Safety.

Trades of time must meet the following standards:

- Trades of time are managed and recorded by the individuals
- Trades of time must be scheduled and approved in the online scheduling system software
- Trades of time will not be approved if they result in less than one (1) officer being on duty or it otherwise creates overtime.
- Short term trades will only be allowed between those who are qualified to serve in ‘acting’ roles.
- Trade time will be reviewed and approved by a Battalion Chief (or acting Battalion Chief) after he reviews to make sure minimum staffing requirements are on duty, the trade time does not create overtime, and the trade time does not negatively affect the individual’s performance in his job function.
- Non-medical trade of time will not exceed five (5) consecutive duty days unless approved by the Director of Public Safety or Fire Chief
- When individuals are engaged in trade time, it is the responsibility of the employee being paid to work the trade in the event their counterpart is unable to actually work the trade. (If you are working for me on a trade and you call in sick, it is my responsibility to cover or work my shift). Failure to comply with the trade policy shall result in disciplinary action to include a suspension of trade time privileges.

Section 2: REVIEW of PERSONNEL FILE

Any employee covered by this Agreement may view the contents of his personnel file in the Human Resources Office in the presence of a member of the Human Resources staff at any reasonable time, upon 24-hour advance request, and upon the employee’s request, a committee person may view the contents thereof under the same conditions in the employee’s presence.

Section 3: SAVINGS CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or

enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision. It is further understood and agreed that the wages, hours, and other terms and conditions set forth in this Agreement shall be subject to all laws enacted by the Congress of the United States and/or the State of Michigan, and the Employer reserves the right to change only those provisions of the contract in conformance thereto.

Section 4: COLLECTIVE BARGAINING RECOGNITION

It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules and applicable Administrative Orders of the City shall be applicable to the employees within the bargaining unit unless such plan, rule or orders have been specifically abrogated by the terms and conditions of this agreement. However, nothing in this Section or anything in this Agreement shall serve as a waiver of the Union's right to bargain concerning mandatory subjects of bargaining unless such waiver is explicit and unequivocal.

Section 5: LEGAL WORK RIGHT

It is specifically agreed that the Employer will not require any member of the Fire Department to engage in work that will violate any law or ordinance by asking employees to perform work that would require licensing by either the state or federal government. This does not apply to good housekeeping.

Section 6: WORK UNIFORM INCLUDING PPE

It is specifically agreed that the Employer will continue to furnish the following apparel:

- A. The initial dress uniform to consist of trousers, suit jacket and cap, all subsequent new dress uniforms shall be purchased by the employee. The Employer will cover the cost of modifying uniform if employee is promoted.

- B. Turnout gear to consist of coat, helmet, protective hood, bunker pants, bunker boots, and gloves. It shall be “first-line” equipment with Scotch lite markings on coat and boots.

The City shall continue to provide the initial work uniform and linen issue inclusive of uniform shirts, pants, work shirt pullover or sweatshirt, sheets, pillow cases, and towels in accordance with standard uniform specifications recommended by the department uniform committee and approved by the Director of Public Safety or his designee. The Director of Public Safety or his designee shall have final approval authority for all uniform standards pertaining to the design, color, cleaning and maintenance of work uniforms.

- A. It shall be the responsibility of the employee to maintain established uniform and appearance standards, including uniform and linen cleaning and laundry as well as uniform item replacement.

The daily work uniform will be comprised of the following;

- PFD Duty T-Shirt and/or Polo Shirt (approved design)
- EMS Style (cargo pocketed) Duty Pants / Shorts
- Job Shirt / PFD Sweatshirt (approved design)
- Work Boots / Shoes
- Work Belt

Employees are permitted to wear any of the above items as long as they are a part of the approved work uniform (pants, shorts, t-shirt, polo, job shirt, sweatshirt).

PFD Ball caps and winter hats are also permitted to be worn. Non-EMS style shorts will be permitted to be worn under PPE for training, physical fitness or as non-public, station wear attire. When leaving the station, employees must wear pants, shorts or turnout pants.

- B. Badge Shirt or a Polo Style Shirt may be required to be worn when attending special functions, ceremonies or events as deemed by the Director or his designee. It is acknowledged that the badge shirts are not intended to be utilized as an everyday work shirt.
- C. If the Director of Public Safety changes the uniform items that have not already been utilized/provided, the City recognizes its obligation to pay for/provide

these items, with subsequent replacement to be purchased by the Employee, as with other uniforms.

D. A Uniform Committee will be comprised of one member of each shift (unless no one volunteers) and one Union Executive Board member. The Uniform Committee will be responsible for reviewing and recommending any changes to the daily work uniform design. They will also make recommendations to the Director of Public Safety or his designee about any station/shift specific, special event or causes attire that may be worn if approved.

E. Each employee shall receive an annual uniform cleaning, replacement and personal equipment allowance one thousand, seventy-five (\$1075) dollars (regardless of employee classification) to be used for the purpose of work uniform cleaning and purchase of replacement uniforms. Said uniform allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).

The annual uniform cleaning and maintenance allowance shall be paid on the first regular payroll after July 1.

Upon separation from employment, the employee shall be credited with the prorate share of the last benefit payment due.

The Employer will continue its practice of stocking three (3) extra sets of turnout gear as defined in Article XVI, Section 6 (b).

Employees can have their most recently retired PPE (turnout coat and bunker pants) when it is rotated out of service. Employees will sign a liability waiver with the City and have all references to "Portage" removed from the PPE.

Section 7: SECTION WORK ASSIGNMENTS

Employees who are responsible or regularly perform 'Section Work' will receive annual compensation for performing this extra function. Section Work titles and compensation rates included are as follows

A. SCBA Technicians - \$400

- B. Car Seat Technicians - \$400 (unless Employer decides all employees will become Car Seat Technicians)
- C. TRT Team - \$400 (on 5th District TRT Team)
- D. Hazmat Team - \$400 (on Kalamazoo County Hazmat Team)
- E. Fire Investigators - \$400 (on Kalamazoo County Fire Investigation Team)
- F. Fire Inspectors - \$400

The Bonus will be payable the 1st regular payroll in July for the previous 12-month period, prorated on a monthly basis (full or partial) if applicable.

Section 8: TATTOOS

Tattoos will be considered acceptable as long as they are not considered offensive. Tattoos may not be on the head or face. Offensive or inappropriate tattoos will be considered as any that display the following:

- A. Racism
- B. Sexism or sexually suggestive or explicit
- C. Obscenity or profanity
- D. Gang or drug related images
- E. Political in nature

Any offensive or inappropriate tattoos must be covered at all times when on duty.

Section 9: FOOD ALLOWANCE

Each employee assigned to a 54-hour shift will receive an annual food allowance of one thousand (\$1000) dollars which will be paid in one lump sum in compensation paid on the first regular payroll after June 1. This will be prorated for employees who have been employed for less than one (1) year. Upon termination, an employee will receive a pro-rata share of the food allowance to which he would be entitled on the following June 1. Said food allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).

Section 10: MFR / EMT

An MFR license is required to be eligible for hire. An EMT-B license is preferred. Employees may use tuition reimbursement to obtain the EMT-B license. The city will continue to provide the EMS continuing education training. If an employee misses the training it is the responsibility of the employee to obtain the training required to maintain their license

Section 11: AUDIO RECORDING

The Union and the Fire Department Administration mutually agree not to record the other without disclosing their intention to do so in advance. This agreement does not apply in the situation of an Internal Investigation or Criminal Investigation. This agreement also does not apply to the use of legally authorized police equipment (body cameras, squad dash cameras with accompanying wireless microphones, etc.)

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1: For the purpose of this Agreement, the term “grievance” means any dispute with respect to the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

FIRST STEP: An employee who believes he has a grievance must submit his complaint to the Senior Deputy Fire Chief of Operations in charge of operations within seven (7) calendar days after he has knowledge or when he becomes aware of the event upon which the complaint is based. Oral submission by the Union is acceptable and will be followed up in writing. The Senior Deputy Fire Chief of Operations shall give the employee a verbal answer within five (5) calendar days after the complaint has been submitted to him. This will also be followed up in writing.

SECOND STEP: An employee’s grievance shall be submitted in writing to the Director of Public Safety. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by an authorized Union representative and shall be submitted to the Director of Public Safety within seven (7) calendar days after the occurrence of the event upon which said grievance is based or when the employee becomes aware of the facts upon which it is based. The Director of Public Safety shall give a written answer to the Union within five (5) calendar days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled, retained by the Union and one (1) by the Employer.

THIRD STEP: If the grievance is not settled in the Second Step and if it is to be appealed to the Third Step, the Union's grievance representative shall notify the City Manager in writing within five (5) calendar days after receipt of the Second Step answer of the desire to appeal. If such request is made, the City Manager and/or someone designated by him shall meet with the Union's representative within seven (7) calendar days after receipt by the Employer of the notice of desire to appeal the discuss the grievance. The grievant may also attend this meeting. A written Third Step answer shall be given to the Union representative within fifteen (15) calendar days after such meeting. If the answer is mutually satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

FOURTH STEP: If the grievance has not been settled in the Third Step either party may submit the grievance to arbitration through the Federal Mediation and Conciliation Service (FMCS) or the Michigan Employment Relations Commission (MERC) in accordance with the rules of the selected agency. Submission must be made within fifteen (15) calendar days after receipt of Employer's third step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal by the Union of such grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement but shall be limited solely to the interpretation and the application of the specific provision contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the FMCS or MERC shall be shared equally by the Employer and the Union. The wages and expenses of witnesses and representatives of the Employer shall be borne by the Employer and the wages and expenses of the witnesses and representatives of the Union shall be borne by the Union.

Section 2: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Employer or Union fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be automatically referred to the next step in the grievance procedure; provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 3: Grievances on behalf of a majority of the unit shall be filed by the Chairman of the Union's Grievance Committee or, in his absence, any member of the Union's Executive Board.

Section 4: The Employer shall be promptly informed in writing as to the membership of the Union's grievance representatives and any changes therein.

Section 5: The Union representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent while attending grievance meetings as provided for in the grievance procedure or for time spent investigating grievances, so long as advance permission is

requested as in the Section on 'Union Meetings'. The Union may select not to exceed two (2) members of the grievance committee to attend any meeting with the Employer for the purpose of processing grievances as was the practice at the beginning of the agreement.

ARTICLE XVIII – SUSPENSION AND DISMISSAL CASES

Section 1: In the event an employee under the jurisdiction of the Union shall receive a written/verbal warning, be suspended from work for disciplinary reasons, or is discharged from his employment and he believes he has been unjustly suspend or discharged, such suspension, discharge, or written reprimand shall constitute a case arising under the grievance procedure, outlined in Article XVII of this Agreement.

- A. The Employer agrees to promptly notify in writing, the President of the Union (or, in his absence, any member of the Union's Grievance Committee) of such suspension or discharge.
- B. It is understood and agreed that when an employee files a grievance with respect to a written reprimand, a suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 2: In the event it should be decided under the grievance procedure that the employee has unjustly received a written reprimand or is suspended or discharged, the Employer shall reinstate the employee and pay full compensation for any missed time as a result of the suspension or discharge. It shall be at the employee's regular rate of pay at the time of the suspension or discharge, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 3: If an investigation into an incident(s) which may result in discipline to a member of the bargaining unit is initiated, the member(s) subject of the investigation must be notified in writing that they are being investigated, at the beginning of the investigation. The investigation must commence within five (5) calendar days of the incident, or within five (5) days of the Employer becoming aware of the incident and conclude within thirty (30) calendar days whenever possible. If conclusion within 30 days is not possible, the Employer shall notify the Union of the

reason for the extension of the investigation period, and how long the investigation is expected to continue. In all instances, the Employer shall keep the Union advised as to the status of the investigation.

Upon conclusion of an investigation involving possible discipline, the employee shall be notified of discipline to be administered, if any, within forty-eight (48) hours of the conclusion of said investigation. If said discipline involves a disciplinary suspension, said suspension shall begin within five (5) calendar days immediately following the notification of discipline. If the suspension exceeds one scheduled working day, the days shall be served concurrently.

Section 4: Any terminating employee shall be afforded the opportunity to continue a group health insurance policy providing for single employee or two-person coverage for the employee and his spouse. The employee may elect from the policies offered by the City of Portage at the time of open enrollment. Insurance shall be provided in accordance with the terms and conditions of the policy selected and shall be at the City of Portage group rates.

ARTICLE XIX – 40-HOUR POSITION

Section 1: In the event that a 40-hour employee is hired, he will work assigned at the discretion of the Director and/or his designee but will be certified as a firefighter, able to respond to emergency calls as needed.

Section 2: 40-Hour firefighter will work a forty (40) hour work schedule, working either a five (5) 8-hour shifts or a four (4) 10-hour shifts.

Section 3: The 40-Hour firefighter will report to the Assistant Chief or his designee or to the on-duty Incident Commander (for emergency responses).

Section 4: Wages for the position of 40-Hour firefighter will be in accordance to the pay scale, found in Appendix A of the Collective Bargaining Agreement.

Section 5: Food allowance for the position of 40-Hour firefighter will be three hundred (\$300) dollars.

Section 6: Uniform and personal equipment allowance for the position of 40-Hour firefighter will be one thousand seventy-five (\$1075) dollars.

Section 7: Vacation time off is scheduled for the 40-Hour firefighter position will be scheduled with the Assistant Chief or his designee.

Section 8: For the position of 40-Hour firefighter, the following dates shall be recognized as ‘paid off’ holidays:

New Year's Eve Day – ½ day
New Year's Day
Martin Luther King Day – ½ day
Good Friday – ½ day (afternoon)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Black Friday (day after Thanksgiving)
Christmas Eve – ½ day
Christmas Day

- A. When a holiday falls on Saturday, the preceding Friday shall be an authorized holiday. When a holiday falls on a Sunday, the following Monday shall be an authorized holiday. The Christmas Eve Day and New Year's Eve Day (1/2 day) holidays can be reassigned as deemed appropriate by the City Manager.
- B. To be eligible for the holiday pay, an employee must be a 40-hour employee when the holiday occurs, and must have worked all of his scheduled hours on the day before and the day after such holiday, unless the employee's absence on such days is due to the employee being on an approved compensable absence as otherwise provided for in these rules.
- C. One day's holiday pay for regular, full-time 40-hour employees shall equal eight (8) hours pay at an employee's straight-time hourly rate. When an employee is required to work on a holiday as listed above, the employee shall be paid the straight-time hourly rate for the hours so worked in addition to the eight (8) hours' holiday pay. Where applicable, overtime provisions contained herein shall apply.
- D. 40-hour employees will receive 24 hours of preference holiday time each fiscal year. Preference holiday hours are not eligible for carryover into future years. Preference holiday balances will be paid upon termination or resignation. Use of preference holiday hours shall be scheduled in accordance with Administrative Orders.
- E. In the event that City Council shall approve an alternate holiday schedule for staff assigned to any department, such schedule shall supersede the provisions contained herein.

Section 9: The position of 40-Hour firefighter shall receive eight (8) hours of pay at their regular straight-time hourly rate for each paid holiday and four (4) hours of pay at their regular straight-time hourly rate for the one-half holiday. If required to work on any day celebrated as

one of the above holidays, he shall be paid at the rate of time and one-half (1 ½) of his regular straight-time hourly rate for the hours so worked, and shall receive in addition thereto the aforementioned holiday pay. If the holiday falls on a normally scheduled “day off”, the employee will observe the holiday on either the day preceding the holiday or the day following the holiday, as approved by the Senior Deputy Fire Chief or his representative.

Section 10: The position 40-Hour firefighter will have the option to use compensatory time in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Both positions will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For elective training, compensatory time will be used unless arranged otherwise with Fire Department Assistant Chief / Fire Chief.

- Compensatory time can be used up to 260 hours, and must be used within a 6-month period from the time worked. Any compensatory time that is not used within the 6-month period will be paid as overtime.
- Compensatory time will be tracked in the online scheduling system.
- Overtime for the 40-Hour firefighter will be compensated at time and 1/2 the current regular rate of pay for hours worked in excess of the work schedule (i.e. annual salary divided by 2080 time and 1/2) when paid in place of compensatory time.

Section 11: The 40-Hour firefighter position shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date. Those hours may be accumulated to a maximum of 1,200 hours

Section 12: Vacation time for the position of 40-Hour firefighter will be as follows; once the employee has completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

- A. When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure followed prior to the execution of this Agreement.
- B. Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of eighty (80) hours per year.

- C. Upon completion of four (4) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- D. Upon completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year
- E. Upon completion of fourteen (14) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of one hundred eighty (180) hours per year.
- F. Upon completion of nineteen (19) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of two hundred (200) hours per year.

Section 13: The following ‘Articles’ and/or ‘Sections’ apply to the 40-Hour firefighter position.

- A. Sick Leave and Long-Term Disability
- B. Leave of Absence
- C. Insurance
- D. Longevity Pay
- E. Pension / Retirement
- F. Continuing Education
- G. Physical Fitness –
 - ** Due to work hours, physical fitness participation will be on lunch breaks or before/after work hours. They would be required to participate in the wellness program and would be eligible for the annual fitness bonus.
- H. Grievance Procedure
- I. Suspensions & Dismissal Cases
- J. General

ARTICLE XX – DURATION

THIS AGREEMENT shall become effective as of the 1st day of July, 2020, with all financial terms retro to July 1st, 2020 and shall remain in full force and effect until 12:01am the 1st day of July, 2024. Financial terms will be reviewed with the possibility of reopening this agreement for those terms only in July, 2022. This agreement becomes year-to-year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract.

THIS AGREEMENT is signed on behalf of the respective parties this ____ day of _____, 2020.

LOCAL NO. 1467 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

James R. Snowden,
President, Local 1467

,
Mayor

Andy Toepfer
Vice President, Local 1467

City Clerk

Kevin Hawkey
Secretary, Local 1467

Aaron Chase
Treasurer, Local 1467

APPENDIX A
Effective July 1, 2020

Bargaining Unit Wage Scale

Rank	Starting	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter	\$48,384	\$50,803	\$53,343	\$56,010	\$58,810	\$61,750	\$64,837	\$68,078	\$71,481	\$75,055
Captain	\$72,832	\$74,288	\$75,773	\$77,288	\$78,833					
Batt Chief	\$80,867	\$82,484								

Section 1: Employees' wages will be moved (based on what step they are currently at) the new scale above. This one-time adjustment to the new Bargaining Unit Wage Scale is effective July 1, 2020. Employees would move from one step to the next on their anniversary date of hire.

Employees shall be hired at not less than the minimum of the salary range applicable to the classification to which they are assigned and during consecutive years of employment shall be advanced to the next incremental step in applicable salary range not later than the anniversary dates of their employment or most recent transfer/promotion.

Section 2: When an employee is permanently promoted from one job classification covered by this agreement or is transferred from a classification not covered by this agreement to another he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which he is promoted which will result in a salary increase. On the anniversary of his transfer or promotion he shall be advanced to the next incremental step in the applicable salary range.

Section 3: Any employee who has reached their top step for their rank classification will received a 2% bonus (based on that employee's base wage) in 2020 and in 2021.

All bargaining unit employees will receive a one time \$1,500 bonus (in exchange for the Division Chief positions of Fire Marshal and Training Officer) on July 1, 2020.

APPENDIX B

RETURN TO WORK FORM

Medical Authorization Report

Employee

Name: _____

Date: _____

The above employee has been seen or is under the care of my office. He is cleared to return to work as a Firefighter with no restrictions.

Signing Physician or PAC

APPENDIX C

CITY OF PORTAGE, IAFF LOCAL 1467 DRUG AND ALCOHOL POLICY

I. PURUPOSE

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To insure the reputation of the Portage Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

II. COOPERATION

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of these, who because of alcohol or drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

III. DEFINITIONS:

- A. Alcohol or Alcoholic Beverage – means any beverage that has an alcoholic content.
- B. Drugs – means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.

- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug – means any drug or controlled substance, the sale or consumption of which is illegal.
- E. Supervisor/Command Officer – means the Officer, Acting Officer or individual who is the member’s immediate supervisor in the chain of command.
- F. Shift Commander – means the Battalion Chief who is on duty at #1 Station.
- G. Impairment – to injure by weakening, diminishing, or decreasing strength and value, physical, or mental.
- H. Use – to avail oneself, put to one’s own purpose, to consume or expend by using.
- I. Employee Assistance Program – means Employee Assistance Program provided by the City of Portage.

IV. CITY OF PORTAGE EMPLOYEE ASSISTANCE PROGRAM:

- A. Any employee who feels that he has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation, or referral by a supervisor. No employee will be disciplined as a result of any information disclosed by the employee during his efforts to enter rehabilitation or participate in the EAP.
- B. All requests for assistance through “recommendation” or “supervisor referral” will be treated as confidential, however, a signed release and agreement to participate in rehabilitation will be required of the employee. “Self-referral” confidentially will be maintained between the individual seeking help and EAP personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave and vacation leave. Employees who have exhausted their accumulated sick leave and

vacation leave, upon approval of the Director of Public Safety or his designee, may have other employees work in their place without compensation and without charging the employer for their time, up to the point of long term disability eligibility. The cost of rehabilitation will be borne by the Employer, to the extent of the available EAP or insurance coverage. The rehabilitation program used will be at the direction of the EAP and/or substance abuse counselor assigned by the EAP.

- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year, worked a minimum of 1250 hours, and removed from probationary status. While participating in rehabilitation an employee must maintain at least weekly contact with the Director of Public Safety or his designee, and must provide verification that he is continuously enrolled in a treatment program and following all specific actions and activities outlined in the treatment program by providing documentation from the substance abuse professional to the Human Resources Department.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority, in accordance with Article VIII, Section 6, of the labor agreement.

V. PRESCRIPTION DRUGS

- A. Employees who are obligated to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their supervisor upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with (A) and (B) above, with respect to a particular prescription drug can be disciplined or required to attend

Employee Assistance on account of that particular prescription drug, unless there is reasonable suspicion that the employee is unable to safely perform his or her duties.

VI. PROCEDURES FOR TESTING

The City may require department personnel to submit to a test for illegal drugs, prescription drugs or alcohol under the following circumstances:

- A. The employee is, based on “reasonable suspicion”, requested/ordered to submit to testing by a command officer.
- B. When a employee is injured in a work related accident (or illness as defined under the Worker’s Compensation Act), while operating a vehicle while on duty, which requires medical treatment in a certified medical facility or through a physician. Further, any time an employee is involved in an accident while operating a vehicle or while on duty which involves damage to another vehicle or injury to another individual.
- C. For the protection of employees and citizens, the City of Portage will maintain a random drug testing program which shall apply to all employees represented by the IAFF Local 1467.

VII. TESTING FOR REASONABLE SUSPICION

A. Standards for Determining Reasonable Suspicion

- 1. The test must be requested by a command officer. A “command officer” shall be deemed to be an officer of the rank of captain or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
- 2. “Reasonable Suspicion” is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.
- 3. Where the “reasonable suspicion” is based on personal observation by a command officer, the objective facts must be articulable and may include the person’s appearance and behavior.

4. Whenever any employee has reasonable suspicion that any command officer of the Fire Department is under the influence for drugs or alcohol while on duty, that employee shall make a report to the next higher command officer, the Deputy Fire Chief, the Director of Public Safety or his designee, the Director of Human Resources or the Police Command Officer on duty if appropriate, for investigation.

B. Preparation of Report

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he may be directed to return, or be taken to a station (when impairment is suspected) to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a SIGNED, DATED, TIMED, AND CONTEMPORANEOUS REPORT reducing the objective facts and the reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that time, be given the opportunity to explain his behavior, action, or appearance. Upon request, the employee shall have the right to Union representation.

C. Review of Report

If, following the employee's explanation, the command officer determines that a test is still required, he shall submit a copy of his report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his behavior (if any) and the shift commander shall then determine if there is reasonable suspicion for the test. If reasonable suspicion is found by the shift commander, the Senior Deputy Fire Chief shall be notified immediately.

D. Demand for Testing

If the shift commander has determined that a test shall be ordered the order will be given by a command officer. At that time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge.

VIII. RANDOM TESTING

The City of Portage Human Resources Department shall furnish the city's physician with employee lists. The city's physician shall enter employee names into his or her computer program for random testing selection. At unannounced times spread throughout the year (at least monthly), the city's physician shall have his or her computer randomly select covered employees for testing. The number of annual computer selections shall be 25% of the total pool, tested annually. Once computer selections are made, the city's physician shall furnish the Human Resources Department with the name(s) randomly selected.

The Director of Public Safety or his designee shall be notified of testing the evening prior to the testing date of each employee selected for testing. The Director of Public Safety or his designee, shall notify each employee, privately, that he or she has been selected for testing and instruct that employee to report for testing. If the randomly selected employee is on vacation, sick leave, a leave of absence or scheduled to be absent for any other reason, that name shall be dropped and the Human Resources Department shall request another randomly selected alternate name.

If the randomly selected employee is not on duty, the notification of selection shall be made on the first day when the employee is next scheduled for duty.

IX. TESTING PROCEDURES

A. Laboratory Selection

The laboratory selected to conduct the test analysis shall be certified by the National Institute on Drug Abuse and/or MLEOTC. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. Any and all costs associated with testing shall be paid by the city.

B. Obtaining Urine Samples

(1) All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the city as its testing facility. When the

employee reports to the testing facility he or she must be identified prior to any sample being given.

- (2) The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
- (3) An interview with the employee prior to the confirmation test will serve to establish use of drugs currently taken under medical supervision.
- (4) Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

C. Processing Samples

- (1) The testing or processing phase shall consist of a two-step procedure:
 - (a) Initial screening step and
 - (b) Confirmation step
- (2) The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
- (3) A confirmatory test shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.
- (4) If the initial screening test is positive, the confirming test shall be run by a second certified laboratory.

D. Chain of Evidence/Storage

- (1) Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of twelve (12) months.
- (2) Each step in the collecting and processing of urine/blood specimens shall be documented to establish procedural integrity and the chain of evidence/custody.
- (3) In the event of a positive drug test, the employee shall have the option of reporting for a second test within 24 hours of the first test.

E. Drug and Alcohol Cut-Off Levels

- (1) The initial and confirmatory drug test “cut-off” levels shall be as follows:

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolite	50 ng/ml	15 ng/ml
Opiates – Codeine	300 ng/ml	300 ng/ml
Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

- (2) Test for alcohol levels shall be considered to verify impairment when the blood alcohol level is .04 percent or higher.

X. EMPLOYEE ASSISTANCE AND DISCIPLINE:

- A. An employee who tests positive for illegal, controlled substances, or alcohol, shall be subject to discipline up to and including discharge.
- B. Employees who as a condition of continued employment sign an agreement to participate in rehabilitation through the EAP, and fail to complete the prescribed program shall be subject to discipline up to and including discharge.

- C. The City shall have the option to conduct as many as four (4) random drug tests on an employee who has completed substance abuse treatment in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee's completion of the program. Any employee, who after completing substance abuse treatment, tests positive for drugs and/or alcohol at any time, shall be subject to discipline up to and including discharge.

XI. GRIEVANCE PROCEDURE:

All actions and decisions made pursuant to the Drug and Alcohol Policy shall further be subject to a "just cause" standard, and to the parties' grievance and arbitration procedure.

XII. EFFECTIVE DATE – NOTICE TO EMPLOYEES – OTHER LAWS:

- A. The policies set forth in this Policy Guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy as part of their orientation program.
- B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

XIII. UNION HELD HARMLESS:

This drug testing program is solely initiated at the request of the City of Portage. The city shall be liable for legal obligations and costs arising out of the provisions of this agreement, except for the costs and attorney fees arising out of labor arbitration which are normally borne by the union and the costs and fees arising out of any duty of fair representation claims against the union. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program.

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Acquisition of 225 East Centre Avenue

SUPPORTING PERSONNEL: Michael Carroll, Deputy City Manager

ACTION RECOMMENDED: Authorize the City Manager to engage the services of Attorney Stanley J. Stek of Miller Canfield to commence eminent domain proceedings on 225 East Centre Avenue.

City Administration has been negotiating with the owner of 225 E. Centre either directly or through our realtors for several months. The negotiations have stalled. The details on the property are as follows:

Appraisal value -- \$137,000
Assessed valuation -- \$88,200

Mr. Kuiper, the owner, all along has demanded that our evaluation of the property be based on the assessed valuation, as opposed to the appraisal. City administration conferenced with our appraiser and the City Assessor's office. The Director of Assessing believes that the property is over assessed, and that the appraisal is entirely accurate and defensible.

In an effort to resolve this short of litigation, Administration tendered a last/best offer as follows:

- 1) \$176,400 (based on our assessed value);
- 2) Reimbursement of attorney fees not to exceed \$2,500
- 3) Coverage of moving expenses not to exceed \$6,000
- 4) Willingness to work with the Seller on when possession would be tendered, so long as they allowed us to demolish the garage (directly in the way of the Community Senior Center structure).

The property owners current demands far exceed all best practices for land acquisition in lieu of eminent domain, and exceed what Administration believes our maximum exposure would be after litigation -- including costs of litigation. Finally, our usual eminent domain attorney -- Stan Stek -- indicates he anticipates being able to get a possession order within 30-45 days of filing.

It is staff's recommendation to engage legal assistance and commence eminent domain proceedings to acquire the property.

FUNDING: Land acquisition funds are available in the FY20-21 budget.

Attachments:

1. Emails from Joe Kuiper, Property Owner
2. Letter to City of Portage Board Members -- Kuiper

Joe,

As for money, that was my last/final offer as I mentioned it would be during our meeting and in the email. As for timeline, as we discussed, I'd be able to give your family until October 31st. If we can get the garage down quickly, I might be able to give them a little more time to vacate the house.

Mike

Sent from my iPhone

On Sep 13, 2020, at 6:21 PM, Joe Kuiper <JoeKuiper@outlook.com> wrote:

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SENDER

Do not click on links or open attachments unless this is from a sender you know and trust.

Hello Mike, Thank you for meeting with me September 3, and your e-mail response of items you intend to recommend to the Portage City Council. I have discussed with my family and would appreciate your review of the two remaining items discussed ... an additional amount (please see options) to cover owners hardship in purchasing 'comparable replacement dwelling' as well as 'timeline to vacate property'. The attached letter is intended to explain our position and document two remaining conditions discussed but not addressed in your e-mail response. I would appreciate your help in submitting this letter for review at the next board meeting, and any additional support you can offer.

Thank you

Sent from [Mail](#) for Windows 10

From: [Michael Carroll](#)

Sent: Friday, September 11, 2020 2:35 PM

To: [Joe Kuiper](#)

Subject: RE: 225 E Centre Property

Joe,

Okay. I'll put all the details here: I'm also attaching what I have for the Sr. Center.

Below are details of what would be my "last/best offer", should you be willing to accept it. Keep in mind, as we discussed, I do not have authority for this offer as of now, but I would bring to City Council, and would support, this offer – should it be acceptable to you.

Purchase price of \$176,400 (double the Assessed Valuation)

Pay moving costs not to exceed \$6,000 directly to the mover (I would price out movers in advance of the move, and you and I would have to agree on the movers).

Reimburse your attorney fees not to exceed \$2,500.

Please let me know, after you've had a chance to discuss this with your family.

Mike Carroll JD

Deputy City Manager | City of Portage

7900 South Westnedge Avenue, Portage, MI 49002

o 269.329.4403 | f 269.324.9244

carrollm@portagemi.gov | portagemi.gov

September 14, 2020

City of Portage
7900 South Westnedge Avenue
Portage, MI 49002

Regarding: 225 East Centre Street Property

Honorable Mayor and City Council,

Due to the challenges of COVID-19 Protocol, I am respectfully submitting this letter instead of a personal appearance before the board.

I represent the Kuiper family, owner of property located at 225 East Centre Street, just east of city property purchased for the new Charles & Lynn Zhang Portage Community Senior Center. The Kuiper family has owned this property for 65 years, originating with Kasper Kuiper, who immigrated to Portage in 1912. My father was a home builder, and built well over 100 custom homes within the Portage and Kalamazoo area. His efforts in a small way helped contribute to the quality of Portage housing and tax base that we enjoy today. He built this home as his residence in 1956, where he lived until his death, at this home in 1979. I have been the second-generation owner since that time, and have been a responsible property owner and tax-payer for the last 41 years. All three of my children have lived in this house while attending WMU and currently is occupied by my youngest son and his wife and daughter, the third generation and partial owner.

Several months ago, I was contacted by Jaqua Realty about a possible sale of this property. I explained my lack of interest at that time as my son was considering purchase.

Following the COVID 19 outbreak, and reopening of city offices, I was again approached by Jaqua Realty and told that our property would be taken through eminent domain by the city of Portage if an agreement to sell could not be reached. This was highly concerning as I had not been contacted by the city to discuss their interest. I thought this was a scam and contacted the city to let them know about Jaqua's representation.

A few weeks later I received a call from Michael Carroll informing me the city had indeed hired Jaqua to act on the city's behalf in purchase of our property. An appraisal had been conducted, and used to establish the property value through sales agreement or eminent domain. We discussed that I had been a long-time property owner and would have appreciated the benefit of discussion with the city, instead of a threatening phone call from an outside realtor firm with no proof of representation. It was my first call with Mr. Carroll and unfortunately resulted in an adversarial conversation.

I engaged James Marquardt assisted by Ronald Ryan of Lewis, Reed & Allen PC Attorney to provide council in this matter. They suggested I contact Mr. Carroll and request written notice of need for our

property as it relates to public interest, and also obtain a copy of the appraisal. Mr. Carroll mailed me a copy of the appraisal. Some items to call to your attention:

- 1) The appraisal states ... it was completed in the midst of the COVID-19 Pandemic, effects of this virus on property values is totally unknown.
- 2) The property tour and scope of work was strictly based on the intended use by the intended user ... which I believe to be a parking lot. No examination of the house interior was performed which questions the validity of accurate pricing evaluation as current residential use.
- 3) The appraised value determined by Kal-Creek Commercial Appraisers LC is \$137,000 ... the Portage City 2020 Assessed Value is $\$88,200 \times 2 = \$176,400$. I have not ever contested any of my property assessments, confident the assessed amount did not exceed, but instead was less than market value. I have brought this to the attention of Mr. Carroll, and was told the tax assessment was in error. The tax assessment has increased over many years, and does not support a one-time 'error in value'. I have talked with others within the community that believe the city tax assessment official is a certified professional, and highly regarded in this field. Based on these factors, I have no reason to believe this year's and previous year's tax assessment were over-valued.
- 4) The adjacent property, 217 E Centre had a 2020 Tax Assessment of \$112,800, was appraised by Kal-Creek at \$118,000 and purchased by the city for \$137,000. The house was much smaller with comparable property size.
- 5) The Meyer property (now vacant) adjacent to 217 E Centre was purchased in June 2018 for \$180,000. The house was smaller and aluminum sided vs brick, with increased lot size. This property was not listed as a comparable property in the appraisal, but was the closest match to our property within the area.
- 6) We have actively pursued other properties within Portage, Schoolcraft, and Texas Township and find comparable quality and size homes to be in short supply with a very aggressive market, with multiple offers that exceed asking price.

Mr. Carroll and I scheduled a face-to-face meeting September 3rd and discussed the aforementioned and the Kuiper families' requested conditions listed below:

- 1) The 2020 Tax Evaluation of \$176,400 be used for basis of property value
- 2) An additional \$44,100 be included to off-set the owner occupant hardship in purchasing a 'comparable replacement dwelling' of similar size, functionally equivalent, and reasonably located with access to public schools, city library, and other city amenities.
- 3) The city to pay moving / storage costs of \$6,000.
- 4) The city to reimburse seller for attorney fees ... estimated to date at \$2,000
- 5) The city to pay closing costs
- 6) Timeline to vacate property – 6 months from signing of agreement. Seller will cooperate with city and allow removal of garage and portion of driveway to allow construction activities.
- 7) Seller reserves right (but not obligation) to move house to other property within the 6-month timeframe. City to contribute an amount equivalent to demolition costs toward house moving.
- 8) City to cooperate with expedited permits, inspections, and rite-of-way work related to structural house relocation, and utility hook-ups.

Mr. Carroll clarified the project was scheduled to start this fall making it increasingly unlikely that there would be time to obtain permits and perform required R.O.W work, making items 7 and 8 unlikely, and suggested we focus on items 1 through 6.

Mr. Carroll followed-up with an e-mail dated September 10 stating his intended recommendation to Portage City Council of items 1, 3 & 4. Not specifically mentioned, item 5 was also acceptable. We appreciate his consideration, which narrows the Kuiper family's remaining requested conditions pertaining to item 2 and 6.

We respectfully request consideration of the following remaining conditions to bring this purchase to closure:

Option 1

An additional \$44,100 be included to off-set the owner occupant hardship in purchasing a 'comparable replacement dwelling' of similar size, functionally equivalent, and reasonably located with access to public schools, city library, and other city amenities.

Timeline to vacate property – 2 months from signing of agreement. Seller will cooperate with city and allow removal of garage and portion of driveway to allow construction activities.

Option 2

An additional \$22,050 be included to off-set the owner occupant hardship in purchasing a 'comparable replacement dwelling' of similar size, functionally equivalent, and reasonably located with access to public schools, city library, and other city amenities.

Timeline to vacate property – 6 months from signing of agreement. Seller will cooperate with city and allow removal of garage and portion of driveway to allow construction activities.

The Kuiper family understands and welcomes progress and the benefits of strong community infrastructure and involvement. We are not standing in the way but want to be treated respectfully and fairly. We also know that the city will get this property by eminent domain if we do not agree to a settlement. We don't believe it is the intent of the city board to put any citizen in financial disadvantage in order to move forward with any project, especially a project intended to benefit the community.

Please accept this letter in the positive way it was intended. We offer our best wishes toward successful completion of this project and continued advancement of the City of Portage. We look forward to a favorable response and can be reached by phone (269) 679-4656 or e-mail joekuiper@outlook.com,

Yours Truly

Joe and Marianne Kuiper

10641 Paw Paw Lake Drive, Mattawan MI

David and Sandra Kuiper

225 East Centre Street, Portage MI

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Confirm the appointment of Lauren VanderVeen as Finance Director.

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager

ACTION RECOMMENDED: Confirm the appointment of Lauren VanderVeen as Finance Director.

Following an outstanding career with the City of Portage, Mr. William Furry retired on May 29, 2020. The Deputy Director of Finance, Lauren VanderVeen, took over as Interim Director immediately thereafter. Ms. VanderVeen began her involvement with the City of Portage as an auditor with the firm BDO USA, LLP. In January 2015, she left the private sector and joined the City of Portage. Ms. VanderVeen has a Bachelor Degree in Business Administration (major in accountancy and a minor in business) and a Master of Science degree in Accountancy. Both degrees were received from Western Michigan University. In addition to a graduate degree, Ms. VanderVeen is also a licensed Certified Public Accountant. Her performance as Deputy Finance Director and Interim Finance Director has been excellent and she is fully capable of performing the duties and responsibilities of the position. She has my full support to serve as Finance Director and I have appointed her to this position.

It is recommended that City Council confirm the appointment of Lauren VanderVeen as Finance Director.

FUNDING: Funds for this position are budgeted.

Attachments: None

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Board and Commission Interview Session

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Set a Special Meeting on Tuesday, October 6, 2020, beginning at 5:15 p.m., to interview Board and Commission applicants.

The City of Portage relies upon citizen participation on many Boards and Commissions that help to serve the community. The advice received from these groups assists the City Council and City Administration in making Portage *A Natural Place to Move!* These citizens provide the talent and experience needed to meet the diverse challenges facing the community. Interviews of Board and Commission applicants are performed each year in January, May and October.

As reflected on the attached Board and Commission Vacancy Summary, and per the Policy for Appointments to Citizen Advisory Boards, Council will interview applicants to fill vacancies on the following Boards and Commissions:

EDC/TIFA and BRA	2 expiring terms
Environmental Board	3 expiring terms, 1 vacancy
Historic District Commission	2 expiring terms, 1 vacancy
Human Services Board	2 expiring terms, 1 vacancy
Park Board	3 expiring terms
Senior Citizens Advisory Board	3 expiring terms
Zoning Board of Appeals	2 vacancies

The Historic District Commission is the only board or commission that does not have new applicants to interview and the members could simply be re-appointed without interviews if Council desired. All other boards have new applicants. Therefore, it is recommended that City Council set a Special Meeting on Tuesday, October 6, 2020, beginning at 5:15 p.m., to interview Board and Commission applicants.

FUNDING: N/A

Attachments: 1. 10 06 2020 Agenda Item - Vac Summary Attachment

October 6, 2020		Interviews	5:15 p.m. Env Board 1 Vacancy, 3 Exp Terms	5:30 p.m. HSB 1 Vacancy, 2 Exp Terms	5:45 p.m. Park 3 Exp Terms	6:00 p.m. EDC_TIFA 2 Exp Terms	6:15 p.m. Sr Citiz 3 Expiring Terms	6:30 p.m. ZBA 2 Vacancies	6:45 p.m. HDC 1 Vacancy, 2 Exp Terms	Time	Notes	Board
Applicants		Able to Attend?										
Loren	Kimeldorf		Member							5:15 p.m.		Environmental Board
Roger	Lonoza		Member							5:15 p.m.		Environmental Board
Dierdre	Nieves		Member							5:15 p.m.		Environmental Board
Andrew	Keeler		Applicant							5:15 p.m.		Environmental Board
Nadeem	Mirza	No, but interested		Member						5:30 p.m.		Human Services Board
Stephanie	Upshaw			Member						5:30 p.m.		Human Services Board
Paula	Schmidt			Applicant						5:30 p.m.	Applicant	Human Services Board
Cristy	Cate			Applicant						5:30 p.m.	Applicant	Human Services Board
Lana	Escamilla	No (resigned)			Member					5:45 p.m.		Park Board
Tara	Gish				Member					5:45 p.m.		Park Board
Elanor	Riley	No, but interested			Member					5:45 p.m.		Park Board
Eric	Alburtus					Member				6:00 p.m.		EDC_TIFA
Devrim	Yaman					Member				6:00 p.m.		EDC_TIFA
Todd	Campbell	Yes				Applicant				6:00 p.m.	Applicant	EDC_TIFA
Mary Lou	Petrulio	Yes					Member			6:15 p.m.		Senior Citizen's Advisory Board
Arthur	Roberts	Yes					Member			6:15 p.m.		Senior Citizen's Advisory Board
Lawrence	Smith	Yes					Member			6:15 p.m.		Senior Citizen's Advisory Board
Barbara	Marquis						Applicant			6:15 p.m.	Applicant	Senior Citizen's Advisory Board
Lynn	Haddow							Applicant		6:30 p.m.	Applicant	Zoning Board of Appeals
Jessie	Duniphin								Member	6:45 p.m.		Historic District Commission
Martha	Deming Maytnier	Yes							Member	6:45 p.m.		Historic District Commission

MATERIALS TRANSMITTED

Wednesday, September 16, 2020

1. Revised Resolution for Agenda Item A.6, Temporary Moratorium for Certain Development Activities in the Lake Center District. Changes are identified on page 5 in red.



Joseph S. La Margo, City Manager

cc Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

CITY OF PORTAGE, MICHIGAN
RESOLUTION FOR TEMPORARY MORATORIUM FOR CERTAIN DEVELOPMENT ACTIVITIES WITHIN THE
LAKE CENTER DISTRICT AREA

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on
September 8, 2020 at 7:00 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____

WHEREAS, the Lake Center District area (Portage Road from East Centre Avenue and Osterhout Avenue) referred to herein as Subject Area was first identified as a commercial revitalization area in the 1996 Comprehensive Plan and subsequent Plans thereafter;

WHEREAS, the City of Portage has identified the Subject Area as an important commercial and residential area of the community whose revitalization is critical for the economic health of the District and community;

WHEREAS, in 2013 a Lake Center District Market Strategy had been prepared and in 2014 a Sub Area Plan for the Subject Area was prepared in an effort to identify strategies to revitalize the area;

WHEREAS, even after the completion of prior studies, there have been minimal (re)investment activities in the Subject Area;

WHEREAS, concern regarding traffic and pedestrian safety along Portage Road within the Subject Area has increased in recent years;

WHEREAS, in 2014 and more recently in 2020 Portage Road within the Subject Area was studied by traffic engineers in an effort to identify strategies to improve traffic and pedestrian safety;

WHEREAS, in 2020 a planning consultant was hired by the City of Portage to conduct a Placemaking and Connectivity study of the Subject Area, review past planning and traffic engineering efforts, obtain input from stakeholders and based on their findings, formulate a vision for the Subject Area and identify implementation strategies to achieve that vision;

WHEREAS, the anticipated timeline for the completion of the Placemaking and Connectivity study of the Subject Area was unexpectedly delayed because of the COVID 19 pandemic;

WHEREAS, the study and project have now been resumed, including holding a workshop virtually and completing a 3 day charrette in August, 2020;

WHEREAS, (re)development projects that occur before the conclusion of this planning effort that might be inconsistent with the vision identified in the adopted Placemaking and Connectivity study can jeopardize the vision for the Subject Area;

WHEREAS, it is recognized that a temporary moratorium is an important planning tool used as a means of preserving the status quo while the City conducts the necessary analysis and studies to determine the appropriate tools to address the issues in the Subject Area.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1 – Temporary Moratorium. Based on the findings set forth above and for the protection of the public health, safety and welfare, a temporary moratorium is imposed upon the establishment or expansion of all property, buildings and structures in the Subject Area and the consideration and issuance of City permits, licenses and approvals, including but not limited to rezoning applications, land divisions, subdivision approval, special land use permits, building permits and site plan approvals (collectively referred to as “Development Activities”). The City Council deems it prudent and desirable to temporarily defer any consideration or action taken by any City official and/or agent regarding Development Activities pertaining to the Subject Area;

Section 2 – Extension of Terms of Temporary Moratorium. The existing temporary moratorium is extended to the earliest of the following two dates: 1) for an additional 6 months after adoption and publication of the resolution; or 2) until all necessary and appropriate ordinances with regard to the Subject Area are adopted and become effective, including any zoning ordinance amendments. Before this temporary moratorium expires, the City Council may by resolution extend the moratorium as appropriate to allow sufficient time to complete amendments to its ordinances.

Section 3 - Findings The City Council finds that extending the temporary moratorium upon the consideration of Development Activities on a limited temporary basis is reasonable and necessary for the following reasons:

1. Michigan courts have recognized that a temporary moratorium is a common and legitimate planning tool to preserve the status quo while formulating a more permanent development strategy.
2. The moratorium (and any extension thereto) would allow the current planning and implementation process to run its full and natural course with citizen input and involvement, public debate, and full consideration of all issues and points of view, and allow the City Council to pursue its strategy to create a “premier community.”
3. A unexpected delay in completing the Study’s anticipated work and implementing any accompanying recommendations was caused by the COVID 19 pandemic and subsequent limitations on public meetings and other governmental activities.
4. It would be counter-productive for the City to consider requests for Development Activities in the middle of its planning process and review.
5. The temporary moratorium would avoid disruption of land use plans and the potential thwarting of the City’s objectives in its planning process.
6. Acting upon Development Activities during the period of the temporary moratorium would be counterproductive and undermine the City’s efforts to accomplish the planning and zoning objectives for the Subject Area and to provide for the health, safety and welfare of the City and its residents.

Section 4 - Nonapplicability. This temporary moratorium shall not apply in the following circumstances:

1. Any permit for basic maintenance and repair of existing buildings and grounds.

2. Any permit for work to be conducted exclusively within the interior of a building.
3. The installation, repair, replacement, or relocation of utility facilities, including water lines, storm sewers, sanitary sewers, telecommunications lines and equipment, and gas and electric lines and work in public rights-of-way.
4. The issuance of permits for demolition, repair, or reconstruction of buildings, structures, or natural features that, in the sole discretion of the City Manager, present a threat to public health and safety.

Section 5 - Waiver.

- 1 That during the period of the temporary moratorium and any extension thereto, any property owner alleging that the deferred review resulting from the temporary moratorium will result in a violation of applicable federal or state law shall be entitled to request a waiver from the moratorium by submitting a request to the City Council. Alternatively, a property owner may also seek a waiver with the City Manager for circumstances not involving an alleged violation of applicable federal or state law. When reviewing such request, the City manager shall consider whether the petitioner has demonstrated that the proposed use, construction or renovation will fit within the proposed Lake Center Study Plan as it exists at the time of the waiver request and any applicable zoning ordinance regulations. If the petitioner demonstrates by credible evidence that the development request will comply with the Lake Center Plan as it exists at the time of the request and with applicable zoning ordinance regulations, the City Manager may make such required findings and may grant a waiver from the application of the temporary moratorium.
- 2 Waiver requests shall set forth the basis for the requested waiver and shall include any supporting documentation. Waiver requests shall be submitted in writing to the City Manager. Upon receipt of the application, the City Manager will consult with the Department of Community Development regarding the request. Waiver requests will be reviewed and acted upon by the City Manager within a reasonable time after their submission.

Section 6 - Publication. The City Clerk shall publish this Resolution in full in a newspaper of general circulation in the City.

Section 7 - Validity and Severability. Every section, provision or part of this temporary moratorium is declared separate from every section, provision or part of this temporary moratorium. If any section, provision or parts of this temporary moratorium is adjudged to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision or part of this temporary moratorium.

Section 8 - Effective Date. This temporary moratorium becomes effective upon adoption.

City of Portage
Mayor and City Council
7900 S. Westnedge Ave
Portage, MI 49002-5117

RECEIVED

SEP 11 2020

PORTAGE
CITY CLERK

Sept 8, 2020

Mayor and Council

We have enclosed payment but we dispute the enclosed invoice in its entirety. Also enclosed is letter from community development regarding mowing on property we own on Centre ave – **1629 East Centre**. It is the property outlined in red on your GIS map [also enclosed]. It is 6 rods or 99 feet in width.

On receiving this letter, we promptly attended to that property. In fact, we made certain that even the very edge of the curb was trimmed on all three of our properties on Centre avenue, 1629, 1711 & 1749, and were mowed the indicated distance from the front property line. 1629 had nothing growing beyond the sidewalk since the construction company for the neighboring Selinon park had used our property, up to the wooded area, to park their construction trailers. – They had installed large stone gravel for that purpose. See enclosed print from Google maps with trailers still present. They recently replaced that stone with freshly sown grass which, on drive by, you can clearly see. This land repair was part of our agreement for their use of our property.

Although we believed we had satisfied the requirements of the notice, we still received an invoice for mowing on 1629. The problem and the reason for our dispute is that what city crews mowed was on a different parcel. **1711 East Centre Ave**.

We believe we have taken the proper steps in protesting the invoice. If 1711 needed to be mowed, then the notice should have also been for 1711. We have contacted Community Development who came out, took pictures and recognized that the mowed area was beyond 75 feet from the now developed Selinon Park. The original invoice was reduced from \$484 down to \$278.75 to \$248. There was no explanation why it wasn't reduced to \$0.00. THE CREW MOWED THE WRONG PROPERTY. The approximate area is indicated on the map. We contacted the City Manager who said he would "look into it" and call back. Over a week later when we still hadn't gotten a response, we called back only to be referred back to community development. After weeks of city officials trying to come up with an excuse for CITY ERROR, we were told that because 1711 is supposedly developed land rather than agricultural use, we needed to mow the entire width of 1629. Keep in mind that no notice was sent regarding 1711. AND community development made no mention of that reasoning during their in-person inspection.

I can't imagine anyone would accept being billed for city action taken on the neighbor's property.

Kindly investigate this matter and respond.

Sincerely


Dave & Ilene Corstange

1749 E. Centre Ave 323-1094

July 09, 2020

CORSTANGE, DAVID J & ILENE M TRUST
1749 E CENTRE AVE
PORTAGE, MI 49002

Dear Property Owner/Occupant:

The City of Portage has established community quality, housing and property maintenance, and zoning ordinances to protect the public health, safety and welfare of Portage citizens and to ensure neighborhood quality.

A recent inspection of 1629 E CENTRE AVE, Portage, Michigan, was conducted by the Department of Community Development on July 08, 2020. At that time, noxious weeds existed which were found to be in violation of the City of Portage Codes of Ordinances. Section 24-114 of City Code specifies "noxious weeds" include poison ivy, poison sumac and other poisonous growth at any height, and common weeds and grasses that are eight inches or greater in height. As the property owner, you are responsible for maintaining the property at the above address and mowing or otherwise removing noxious weeds growing in the areas as marked:

- ☐ In residential areas, the front yard area between the front property line and the main building for developed properties (including land where a structure is under construction, or which has an improvement pursuant to an applicable permit, or a lot in a subdivision where buildings have been erected on 50% or more of the lots); **OR** thirty (30) feet back from the front property line when the property is undeveloped.
- ☒ In all areas, between the edge of pavement or curb of the street and the front property line **OR** a distance of ten (10) feet, whichever is greater.
- ☒ In all areas, seventy-five (75) feet from any abutting developed property.

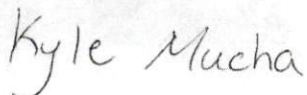
Please cut and/or remove noxious weeds in the areas noted above immediately. If noxious weeds are not cut and/or removed within 10 calendar days of the date of this Notice, the city is authorized to mow and rake the property or remove the noxious weeds by other appropriate methods. The total cost of mowing and raking the property or removal of the noxious weeds by other appropriate methods, if the city performs this work, is estimated to be \$284.00. An additional \$200 fee to cover inspections and other administrative costs will also be assessed. THE TOTAL ESTIMATED COST WILL BE \$484.00.

PLEASE NOTE, THIS IS THE ONLY NOTICE THAT WILL BE PROVIDED TO YOU FOR THE ABOVE LISTED PROPERTY DURING THIS CALENDAR YEAR. To ensure proper receipt, this notice has been provided to you by both First Class and Certified Mail.

Should a tall grass and weeds violation re-occur at the above listed property during the calendar year, NO additional written notice or correction period will be provided prior to abatement.

Thank you for your assistance. Your cooperation in helping maintain the livability and appearance of the community will be appreciated. If you have any questions or wish to discuss this matter, please contact me in the Department of Community Development 269-329-4473.

Sincerely,



Kyle Mucha
Zoning and Codes Administrator
E200040



approximate
mowed area.



TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Response to Dave & Ilene Corstange

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development
Michael Carroll, Deputy City Manager

ACTION RECOMMENDED: Receive the Communication from the City Manager regarding Corstange letter and the Communication from Dave and Ilene Corstange as Information Only.

In response to concerns raised by Mr. Corstange regarding the invoice and mowing of his property, the City Administration would like to provide additional information. On four occasions, Zoning & Codes Administrator Kyle Mucha has met with Mr. Corstange in-person or over the phone to review and discuss the situation and related concerns. In response to a call made by Mr. Corstange to the Office of the City Manager, Deputy City Manager Carroll spoke with Mr. Corstange via telephone regarding the situation. As indicated by Mr. Corstange, Kyle Mucha and Interim Director of Community Development Chris Forth reviewed the file, and reduced the invoice twice. The invoice was reduced in response to the concerns raised by Mr. Corstange but also in response to the fact that the property was in violation and the mowing contractor was called out. The City Administration believes the remaining invoice amount is accurate and reflective of the work performed by the mowing contractor.

It should be noted that Mr. Corstange owns three separate but adjacent parcels of land at this location. Each parcel has requirements on being mowed to within a certain distance of adjoining parcels. Mr. Corstange appears to be of the belief that he can consider all three parcels together and only mow the outer perimeter of the combined parcel. However the Code of Ordinances requires that mowing must occur with 75 feet of the edge of each parcel. This fact has been explained to Mr. Corstange on multiple occasions. In summary, the invoice that has been paid under protest is believed by staff to be accurate and appropriate.

FUNDING: Not Applicable

Attachments: None

TO: Portage City Council

FROM: Patricia M. Randall, Mayor

SUBJECT: Central County Transportation Authority Board Appointment

ACTION RECOMMENDED: Confirm the re-appointment of Chris Burns to the Central County Transportation Authority Board.

The Central County Transportation Authority (CCTA) was created in August 2014 as part of the goal to regionalize public transit in the Kalamazoo/Portage area. The public transit system was transferred from the City of Kalamazoo to the CCTA in October 2016. Route service is provided within the City of Kalamazoo, the City of Portage, Oshtemo Township, the City of Parchment, Comstock Township, Kalamazoo Township, Texas Township and Western Michigan University.

The 11-member CCTA Board is responsible for policy decisions related to operating the regional public transit system. Meetings are generally held the 2nd Monday of each month at the Metro Transit Administration Building. There are two positions designated for the City of Portage membership. Mayor Pro Tem Jim Pearson was appointed in 2014 and re-appointed in 2017. Councilmember Chris Burns was appointed in 2018, with a term ending on October 31, 2020.

Councilmember Burns has expressed an interest in continuing to serve on this Board. As such, it is recommended that Councilmember Burns be re-appointed to the CCTA Board for another two-year term, to be confirmed by the Kalamazoo County Board of Directors.

FUNDING: N/A

Attachments: None