

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Black History Month
2. National 211 Day
3. National Entrepreneurship Week

A. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
 - a. Regular Meeting of January 25, 2022.
2. Approve the Accounts Payable Register of February 8, 2022 as presented.
3. Establish Tuesday, April 19 from 4:00 to 7:00 p.m. and Tuesday, May 10 from 4:00 to 6:00 p.m. as the dates for City Council review of the proposed Fiscal Year 2022-2023 Budget.
4. Approve a one-year contract for the Portage Community Senior Center Travel program motor coach services in the amount of \$60,837.37 with Cardinal Buses, with the option for two additional years, and authorize the City Manager to execute all documents related to this action on behalf of the city.
5. Approve the Portage Police Command Officers Association Collective Bargaining Agreement for the period of July 1, 2021 to June 30, 2023 and authorize the Mayor and City Clerk to sign the same.
6. Minutes of Boards & Commissions:
 - a. Senior Citizen Advisory Board of December 14, 2021.
 - b. Planning Commission of December 16, 2021.
 - c. Human Services Board of January 20, 2022.
 - d. Planning Commission of January 20, 2022.
7. Materials Transmitted of January 20 and January 28, 2022.
8. Calendar of Meetings:
 - Environmental Board, February 9, 2022 at 7:00 p.m. in City Hall Room #1.
 - Zoning Board of Appeals, February 14, 2022 at 7:00 p.m. in Council Chambers.
 - Senior Citizen's Advisory Board, February 16, 2022 at 2:30 p.m. at Senior Center.
 - Planning Commission, February 17, 2022 at 7:00 p.m. in Council Chambers.
 - Youth Advisory Committee, February 21, 2022 at 6:00 p.m. in City Hall 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. Major meetings may be viewed live on Charter channel 995 and AT&T channel 99 or live streaming at portagemi.gov/205.*

B. Petitions and Statements of Citizens:

C. Communications:

D. Public Hearings:

E. Regular Business Agenda:

1. Approve the three-year contract with WCA Assessing for City assessing services (in the amount of \$454,030 in Year One, with increases in Years Two and Three as attached), to appoint Aaron Powers as the City Assessor with an effective date of April 1, 2022, and to authorize the Acting City Manager and City Clerk to execute all necessary documents involved.
2. Select a firm to conduct the next City Manager search.

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

Black History Month 2022

- WHEREAS,** Black History Month is observed in February of each year; and
- WHEREAS,** Black History Month seeks to emphasize and recognize Black Americans and their contributions to American life, and is designed to recognize and pay tribute to the many contributions of African Americans to the history, society and culture of the United States of America; and
- WHEREAS,** Black History Month celebrates the achievements of African Americans in the Arts, Civil Rights, Education, Entertainment, Government, History, Law, Literature, Medicine, Military, Music, Politics, Science, Sports, and other endeavors; and
- WHEREAS,** the theme for Black History Month 2022 focuses on the importance of Black Health and Wellness. This theme acknowledges the legacy of not only Black scholars and medical practitioners in Western medicine, but also other ways of knowing (e.g., birthworkers, doulas, midwives, naturopaths, herbalists, etc.) throughout the African Diaspora; and
- WHEREAS,** this year is the 46th year of National African American History Month; and
- WHEREAS,** this year the Association for the Study of African American Life & History is offering a Virtual Festival to celebrate and explore the 2022 Black History theme; and
- WHEREAS,** Black History Month was originally set in February to include the birthdays of Frederick Douglass and Abraham Lincoln, two key figures in the history of African Americans; and
- WHEREAS,** the City of Portage continues to work toward becoming a community in which all citizens—past, present, and future—are respected and recognized for their contributions and potential contributions to our community and beyond; and
- WHEREAS,** to commemorate the birthdate of Martin Luther King, Jr. and Black History Month 2022, the City of Portage hosted a Martin Luther King, Jr. display at Portage City Hall and hosted special speaker and first Black American POW, Shoshana Johnson, on February 5th at the Air Zoo.
- NOW, THEREFORE, BE IT RESOLVED THAT** I, Patricia M. Randall, do hereby proclaim that this city honors and recognizes February as “Black History Month.”

Signed this 8th day of February, 2022

Patricia M. Randall, Mayor



CITY OF PORTAGE PROCLAMATION

NATIONAL 2-1-1 DAY

- WHEREAS,** Gryphon Place, a non-profit organization in Kalamazoo County, has the mission to help people navigate conflict and crisis, foster resiliency, restore community, and support healing; and
- WHEREAS,** Gryphon Place serves our community through a variety of different programs and services, including Suicide Prevention and Crisis Support services, Conflict Resolution Services, 2-1-1 information and referral services, and a number of different community initiatives; and
- WHEREAS,** Gryphon Place is one of seven centers in Michigan that answers calls for the statewide 2-1-1 information and referral line, serving the majority of the state in some capacity due to the number of after-hour calls Gryphon Place receives; and
- WHEREAS,** the year 2022 marks Gryphon Place celebrating 52 years of serving our community; and
- WHEREAS,** February 11th is recognized as national 2-1-1 day to promote the statewide 2-1-1 critical needs line; and
- WHEREAS,** every hour of every day, someone in need of essential services, regardless of their income, and by dialing a free, easy phone number, 2-1-1 callers reach trained specialists who identify their needs and offer information on thousands of programs and services that specialize in meeting critical basic needs such as food and housing; physical and mental health resources; employment supports; assistance for older adults and people with disabilities; and support for children, youth and families; and
- WHEREAS,** in 2020, Gryphon Place logged 52,271 crisis calls, had 256 emergency rescues, taught 1,380 students, and answered 86,480 calls through 2-1-1.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, as Mayor of the City of Portage, do hereby recognize National 2-1-1 Awareness Day and honor Gryphon Place for its 52 years of service to the Portage community.

Signed this 8th day of February, 2022.

Patricia M. Randall, Mayor



CITY OF PORTAGE PROCLAMATION

17th ANNUAL NATIONAL ENTREPRENEURSHIP WEEK

- WHEREAS,** National Entrepreneurship Week is a congressionally-chartered initiative taking place the third week of February annually that is dedicated to celebrating the diverse voices of entrepreneurship across the United States; and
- WHEREAS,** National Entrepreneurship Week represents America's Entrepreneurial Ecosystem that supports and uplifts entrepreneurs in their local community and offers a "rich network of partners that engage, educate, and build equitable access to America's Entrepreneurship Ecosystem"; and
- WHEREAS,** According to the Department of Labor, the majority of the new jobs created throughout the United States have come from the creative efforts of entrepreneurs and small businesses; and
- WHEREAS,** Entrepreneurs have been the source of economic innovation throughout the history of the Nation, and the entire society has been improved because of the new ways of doing things that have been brought about by people who market their ideas; and
- WHEREAS,** Economically independent entrepreneurs are engaged citizens who work to improve the economic environment in their local communities, providing better opportunities for businesses to operate and a better environment for the people they need to advance their business dreams; and
- WHEREAS,** National Entrepreneurship Week recognizes that entrepreneurship is the backbone and lifeblood of a thriving U.S. economy.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, do hereby proclaim February 12 through February 19, 2022 as the 17th Annual National Entrepreneur Week and urge every citizen to make a personal commitment to shop local and support small businesses in Portage.

Signed this 8th day of February, 2022.

Patricia M. Randall, Mayor

CITY COUNCIL MEETING MINUTES FROM JANUARY 25, 2022

Mayor Patricia Randall called the Regular Meeting to order at 07:00 PM in the Council Chambers at Portage City Hall.

ROLL CALL: Councilmembers Lisa Brayton, Chris Burns, Lori Knapp, Vic Ledbetter, and Mayor Patricia Randall were present.

ABSENT: Mayor Pro Tem Jim Pearson and Councilmember Terry Urban.

ALSO PRESENT: Acting City Manager Adam Herringa, Assistant City Attorney Roxanne Seeber, and City Clerk Erica Eklov.

INVOCATION: At the request of Mayor Randall, the audience observed a moment of silence to reflect on the diversity within the Portage community and endeavor to make it equitable and just for all.

PLEDGE OF ALLEGIANCE: Following the moment of silence, B.S.A. Scout Troop 211 lead everyone in the Pledge of Allegiance.

PROCLAMATIONS: At the invitation of Mayor Randall, Councilmember Brayton read the proclamation for Chinese New Year 2022.

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 Burns removed Item A.3. Motion by Knapp, seconded by Ledbetter, to adopt the Consent Agenda as amended. Upon a roll call vote, motion carried 5 to 0.

City Council Meeting Minutes: Motion by Knapp, seconded by Ledbetter, to approve the City Council Meeting Minutes for the Board & Commission Interviews of January 11, 2022; Regular Meeting of January 11, 2022, and Special Meeting of January 18, 2022. Upon a roll call vote, motion carried 5 to 0.

Accounts Payable Register: Motion by Knapp, seconded by Ledbetter, to approve the Accounts Payable Register of January 25, 2022, as presented. Upon a roll call vote, motion carried 5 to 0.

Spring Cleanup Disposal Fees - Bid Tabulation: Motion by Knapp, seconded by Ledbetter, to award a three-year contract to City Star Services DBA Republic Service of West Michigan for Spring Cleanup disposal fees in the total amount of \$104,032.50, with three one-year renewal options, and authorize the Acting City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

Microsoft Licensing Renewal: Motion by Knapp, seconded by Ledbetter, to approve the one-time purchase of Microsoft Windows server licenses in the amount of \$67,272.61 (part of Year One cost only) and annual Office and Exchange email 365 licenses in the amount of \$71,591.40 from Insight Public Sector, and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

ADP Payroll Processing Time/Attendance Software: Motion by Knapp, seconded by Ledbetter, to approve the three-year pricing agreement with ADP, LLC, for electronic payroll processing and time and attendance software and hosting at a cost of \$62,000 for the first two years and \$63,240 for the third year and authorize the Acting City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

Police Uniforms Contract: Motion by Knapp, seconded by Ledbetter, to approve a one-year contract with Nye Uniform Company of Grand Rapids, Michigan, for replacement of police uniforms with the option for four one-year renewals, and authorize the Acting City Manager to execute all documents related to this matter on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

Early Redemption of 2013 Capital Improvement Bonds: Motion by Knapp, seconded by Ledbetter, to adopt the Resolution Approving Redemption of All of the Callable Outstanding City of Portage Capital Improvement Bonds, Series 2013, approve a budget transfer from the General Fund to the General Obligation Debt Fund in the amount of \$567,757; and authorize the Acting City Manager to sign all documents on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

2022 Board of Review Recommendations: Motion by Knapp, seconded by Ledbetter, to approve the recommendations regarding the 2022 Board of Review by adopting the resolution establishing the schedule for the 2022 Board of Review; and, approving the use of two, three-member, panels for the 2022 Board of Review meetings. Upon a roll call vote, motion carried 5 to 0.

Minutes of Boards & Commissions: Motion by Knapp, seconded by Ledbetter, to receive the minutes of the Environmental Board of September 8, 2021; Environmental Board of October 20, 2021; Environmental Board of November 10, 2021; Human Services Board of October 7, 2021; and Human Services Board of December 2, 2021. Upon a roll call vote, motion carried 5 to 0.

Calendar of Meetings: Motion by Knapp, seconded by Ledbetter, to receive the Calendar of Meetings as presented. Upon a roll call vote, motion carried 5 to 0.

PETITIONS AND STATEMENTS OF CITIZENS: Ms. Jane Ghosh, President, and CEO of Discover Kalamazoo, provided an update regarding the organization's upcoming events in Kalamazoo.

REGULAR BUSINESS AGENDA:

2022 Utility Installation Projects - Bid Tabulation: Councilmember Burns relayed that he had removed this item from the Consent Agenda to both ask a question and make a request. He inquired about the expected impact on the properties where the water and sewer service were being installed. Transportation and Utilities Director Kendra Gwin responded that the area slated to receive sewer connections did not have any contamination concerns, so individual properties would not be required to connect to sewers until the individual septic systems failed. She further explained that the two areas scheduled to receive water service had issues with water well contamination related to the airport and PFAS, which would prompt individual water system connections. Director Gwin expected property owners to welcome this service. Councilmember Burns then inquired about connection fees. Director Gwin responded that fees had remained the same as in 2021, with grants available to supplement costs when needed.

Councilmember Burns then noted the project was one of two that had recently been carried forward from a prior Capital Improvement Program year. He asked the City Administration to prepare a progress report on Capital Improvement Program projects for pending budget planning meetings.

Motion by Burns, seconded by Brayton, to award a construction contract for the 2022 Utility Installation Projects to Balkema Excavating, Inc., for the amount not to exceed \$1,025,572.43 and authorize the Acting City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Knapp provided an update regarding the Kalamazoo County Public Arts Commission. She stated that the Commission was nearly ready to launch a new logo and associated website. Councilmember Knapp then discussed the 2022 Bike Friendly Kalamazoo Fall Celebration and the plan to move from a banner design competition to a mural competition with the addition of a Site Selection Committee. She closed her update with a mention of the May 2022 rollout of the Pixel Stix program.

Motion by Burns, seconded by Brayton, to receive the Council Committee Reports as provided. Upon a roll call vote, motion carried 5 to 0.

STATEMENTS OF CITIZENS: None.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER:

Councilmember Brayton highlighted the historical ramifications of the 13th Amendment in light of the upcoming month of Black History. She then expressed a desire, as a healthcare worker herself, to have equal access for all populations to quality healthcare. Councilmember Brayton closed with a reminder regarding the city's upcoming Black History Month event featuring Shoshana Johnson.

Councilmember Burns provided a reminder regarding the newly launched federal program for providing free COVID-19 home tests. He then thanked staff and the community for being great hosts to the Governor during her recent visit to the Senior Center.

Councilmember Ledbetter noted the federal government was now providing free masks to the public. He then relayed that Bronson Methodist Hospital was 131 percent over capacity due to COVID-19. Councilmember Ledbetter closed by highlighting February as Black History Month, noting that the contributions of the black community extended beyond a single month.

Councilmember Knapp welcomed Roxanne Seeber as Assistant City Attorney for the meeting.

Acting City Manager Herringa issued a reminder regarding two upcoming city events scheduled for February 5, including the upcoming Black History Month event featuring Shoshana Johnson and the Youth Advisory Committee's annual Snow Party.

Mayor Randall noted the Governor's recent visit to the Senior Center to highlight statewide senior issues, stating that the Governor plans to attend the spring ribbon-cutting for the new Portage Community Senior Center. Mayor Randall then wished everyone a happy Chinese New Year. She also provided a reminder regarding the upcoming Black History Month celebration, noting it would be the sixth such celebration for both her and the city, and that Councilmember Ledbetter would be promoting the event on WKZO. Mayor Randall closed by stating she looked forward to attending the upcoming annual Catalyst University event hosted by Southwest Michigan First.

ADJOURNMENT: Mayor Randall adjourned the meeting at 07:31 PM.

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of February 8, 2022 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks, auto-pay payments and electronic payments. The attached Accounts Payable Register covers the period January 16, 2022 through January 29, 2022 and notes \$738,972.81 in automated clearing house payments, \$1,032,568.63 in paper checks, \$15,763.48 in auto-pay payments and \$1,980,134.03 in electronic payments for a grand total of \$3,767,438.95.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of February 8, 2022

ACCOUNTS PAYABLE REGISTER
Check Dates From: 1/16/22 to 1/29/2022

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Check Type: ACH Transactions

Check Date	Check	Vendor Name	Description	Amount
01/21/2022	16495(A)	A NEW LEAF	CITY HALL PLANT CARE	98.50
01/21/2022	16496(A)	ABONMARCHE CONSULTANTS, INC	ENG SVCS - S WESTNEDGE LIFT ST RENOVATION	7,420.21
01/21/2022	16497(A)	AIRGAS USA LLC	FIRE OPERATIONS & WELDING SUPPLIES	450.87
01/21/2022	16498(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	4,033.05
01/21/2022	16499(A)	AMAZON.COM SALES, INC.	PAW PRINT DECALS/PRIVACY SCREENS	272.91
01/21/2022	16500(A)	AXON ENTERPRISES, INC.	TASERS/HOLSTERS/BATTERIES/CARTRIDGES	26,399.96
01/21/2022	16501(A)	BROWNELL'S INCORPORATED	MISC POLICE SUPPLIES	6.00
01/21/2022	16502(A)	BRYANT, JERMAINE	COMMAND LEVEL 1 TRAINING - WEEK 1 PER DIEM	160.00
01/21/2022	16503(A)	C D W GOVERNMENT, INC.	PANASONIC BWC-MK3 FIRST PLATE	74.05
01/21/2022	16504(A)	C T S TELECOM, INC.	TELEPHONE SERVICE	2,321.48
01/21/2022	16505(A)	CHARTER COMMUNICATIONS	CABLE TV	690.29
01/21/2022	16506(A)	CLARK HILL, PLC	LEGAL SVCS FOR POTENTIAL PROPERTY PURCHASE	7,245.00
01/21/2022	16507(A)	DEPATIE FLUID POWER CO., INC.	DESSICANT CARTRIDGES/HYDRAULIC REPAIRS	3,487.19
01/21/2022	16508(A)	ENGINEERED PROTECTION SYSTEMS, INC.	OUTDOOR DOME CAMERA FOR NIGHT DROPBOX	2,284.00
01/21/2022	16509(A)	EVERETT, CHIP	REIMB CPSE EXCELLENCE CONF REGISTRATION	695.00
01/21/2022	16510(A)	FARO TECHNOLOGIES, INC.	SCANNER ANNUAL WARRANTY & MAINTENANCE	7,068.00
01/21/2022	16511(A)	FIRSTWATCH SOLUTIONS, INC.	DATA ANALYSIS SOFTWARE	6,331.66
01/21/2022	16512(A)	FISHBECK THOMPSON CARR & HUBER, INC	PHASE II ESA ON 9112 S WESTNEDGE	2,839.25
01/21/2022	16513(A)	GORDON WATER SYSTEMS	WATER SERVICES	251.15
01/21/2022	16514(A)	GORNO FORD	FIRE RESCUE VEHICLES	68,622.00
01/21/2022	16515(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SVCS	382.00
01/21/2022	16516(A)	GRYPHON PLACE	FY 21-22 HUMAN SERVICES BOARD	1,850.00
01/21/2022	16517(A)	INDUSCO SUPPLY CO., INC.	PAPER AND CLEANING SUPPLIES	920.77
01/21/2022	16518(A)	JB PRINTING	PORTAGER PRODUCTION - JAN 2022	4,100.00
01/21/2022	16519(A)	KALAMAZOO ELECTRIC MOTORS	LIQUID DEICER PUMP	804.10
01/21/2022	16520(A)	KLOSE2U PHOTOGRAPHY, LLC	RETIREE PHOTO SESSION	200.00
01/21/2022	16521(A)	KUSHNER & COMPANY, INC.	COBRA & FSA ADMINISTRATION	274.24
01/21/2022	16522(A)	MACQUEEN EQUIPMENT LLC	2ND TRACKLESS V-PLOW PUSH FRAME ATTACH	1,172.15
01/21/2022	16523(A)	MATERIALS RESOURCES	FIRE MAINT SUPPLIES-SALT	1,149.80
01/21/2022	16524(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	150.05
01/21/2022	16525(A)	MEEKHOF TIRE SALES & SERVICE INC.	TIRE SERVICE CALLS	1,636.49
01/21/2022	16526(A)	MEJEUR ELECTRIC LLC	MISC ELECTRICAL REPAIRS	755.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 1/16/22 to 1/29/2022

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Check Date	Check	Vendor Name	Description	Amount
01/21/2022	16527(A)	NYE UNIFORMS	MISC UNIFORMS	2,754.17
01/21/2022	16528(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES	261.52
01/21/2022	16529(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEES SVCS	9,593.37
01/21/2022	16530(A)	PARIS CLEANERS	LAUNDRY CONTRACT	985.50
01/21/2022	16531(A)	PAVER PET SUPPLY	PET SUPPLIES	64.00
01/21/2022	16532(A)	PETERS CONSTRUCTION CO.	REPLACE SUNKEN DRIVEWAY & CURB GUTTER	3,986.40
01/21/2022	16533(A)	PRECISION PRINTER SERVICES INC	PRINTER SERVICES	1,467.90
01/21/2022	16534(A)	PRINTING SERVICES INC	PRINTING SERVICES	48.25
01/21/2022	16535(A)	R W LAPINE INC.	FIRE FACILITY MAINT	2,764.00
01/21/2022	16536(A)	RIDGE AUTO NAPA	EQUIPMENT REPAIR/MAINTENANCE SUPP	1,690.99
01/21/2022	16537(A)	VOID		0.00
01/21/2022	16538(A)	ROE-COMM, INC.	MISC RADIO SERVICES	194.98
01/21/2022	16539(A)	S B F ENTERPRISES, INC.	PRINT/PROCESS WATER AND SEWER BILLS	684.52
01/21/2022	16540(A)	SAFETY SERVICES, INC.	GAS DETECTOR ANNUAL SVC - RECALIBRATE	170.00
01/21/2022	16541(A)	SEVERANCE ELECTRIC COMPANY, INC	TRAFFIC SIGNAL MAINT & REPAIRS	14,146.19
01/21/2022	16542(A)	SMITH DAWSON & ANDREWS, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
01/21/2022	16543(A)	SUEZ WATER ENVIRONMENTAL SERVICES	UTILITY OPERATION SYSTEM	230,920.25
01/21/2022	16544(A)	TRUCK & TRAILER SPECIALTIES	F-550 DUMPSTER ATTACHMENT	8,253.08
01/21/2022	16545(A)	VANCE OUTDOORS, INC.	AMMO - 200 RDS .308WIN 168GR A-MAX	2,792.00
01/21/2022	16546(A)	VIRIDIS DESIGN GROUP	DR MARTIN LUTHER KING JR PARK A&E	6,500.00
01/21/2022	16547(A)	WARNER OIL COMPANY INC	DEF DRUM	212.75
01/21/2022	16548(A)	WEST MICHIGAN INT'L LLC	EQUIPMENT REPAIR/MAINTENANCE	92.32
01/21/2022	16549(A)	WIGHTMAN	PROFESSIONAL ENG SVC-MEREDITH/SPRINKLE	1,972.50
01/21/2022	16550(A)	XEROX CORPORATION	XEROX COPIER FEE	202.66
01/28/2022	16551(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROGRAM/2 MOS	112,302.06
01/28/2022	16552(A)	BLUE CARE NETWORK-GREAT LAKES	HEALTH INSURANCE	164,226.84
01/28/2022	16553(A)	CHARTER COMMUNICATIONS	CABLE TV	258.53
01/28/2022	16554(A)	GREATER KALAMAZOO UNITED WAY	UNITED WAY CONTRIBUTIONS - JANUARY 2022	182.00
01/28/2022	16555(A)	PORTAGE FIREFIGHTERS	IAFF UNION DUES FOR JANUARY 2022	1,770.00
01/28/2022	16556(A)	PORTAGE ON-CALL FIREFIGHTERS	ON CALL FF UNION DUES FOR JANUARY 2022	20.00
01/28/2022	16557(A)	PORTAGE POLICE OFFICERS ASSOC	PPOA UNION DUES FOR JANUARY 2022	658.00
01/28/2022	16558(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES - CITY FACILITIES	2,249.54
01/28/2022	16559(A)	STEELE, DANA	TEST REIMBURSEMENT	199.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 1/16/22 to 1/29/2022

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Check Date	Check	Vendor Name	Description	Amount
01/28/2022	16560(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	UAW UNION DUES FOR JANUARY 2022	704.32
01/28/2022	16561(A)	AMERICAN PROGRAM BUREAU, INC.	BLACK HISTORY MONTH 2022 SHOSHANA SPEAKE	7,500.00
Total ACH				738,972.81

Check Type: Paper

01/21/2022	319496	ABSOLUTE EXHIBITS, INC.	PUBLIC SAFETY FACE MASKS	930.00
01/21/2022	319497	ADVANTAGE TREE CARE, LLC	TREE REMOVAL-ANGLING STORM DRAINAGE	2,300.00
01/21/2022	319498	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	290.70
01/21/2022	319499	AMERICAN PUBLIC WORKS ASSOC.	APWA GROUP MEMBERSHIP	2,100.00
01/21/2022	319500	ASCENSION MICH OCCUPATIONAL HEALTH	DOT PHYSICALS	353.00
01/21/2022	319501	AT&T	ELECTRONIC COMMUNICATION	1,363.51
01/21/2022	319502	VOID		0.00
01/21/2022	319503	BAREITHER, CHAD	STRATEGY DEPLOYMENT CONSULTATIONS	500.00
01/21/2022	319504	BAY AREA TOUCHLESS CARWASH LLC	CAR WASHES	330.00
01/21/2022	319505	BOBBIO, JAMIE	DAMAGED MAILBOX REIMBURSEMENT	44.00
01/21/2022	319506	BOWDITCH, BRIAN & ANNETTE	AUSTIN LAKE SPECIAL ASSESSMENT REIMBURSE	60.30
01/21/2022	319507	BRIAN MCKEEVER & CHRISTINE GRAHAM	AUSTIN LAKE SPECIAL ASSESSMENT REIMBURSE	60.30
01/21/2022	319508	BURKETT SIGNS	FIRE DEPARTMENT SIGNAGE	3,723.00
01/21/2022	319509	C A L E A	CALEA SPRING CONFERENCE REG	750.00
01/21/2022	319510	CAMPBELL AUTO SUPPLY	MISC AUTO SUPPLIES	584.62
01/21/2022	319511	CAPITOL STRATEGIES, LLC	CONSULTING SERVICES	6,000.00
01/21/2022	319512	CARDNO, INC.	INVASIVE SPECIES REMOVAL SERVICES	20,533.23
01/21/2022	319513	CHICAGO TITLE OF MICHIGAN	OVERPAYMENT 2304 ROMENCE RD WATER BILL	71.52
01/21/2022	319514	CINTAS CORP.	UNIFORM RENTAL FOR INSPECTORS	8.81
01/21/2022	319515	CITY OF KALAMAZOO TREASURER	WATER SERVICES	23.46
01/21/2022	319516	CLOUD, VIRGINIA	TRAVEL REFUND 220224 GULF COAST 2022	100.00
01/21/2022	319517	COOK, JASON	CDBG REPAIRS/UPDATES 1706 LANSING AVE	3,721.85
01/21/2022	319518	D L GALLIVAN INC.	COPY MACHINE USAGE CHARGES	133.98
01/21/2022	319519	DAMSTEEGT, JASON & AMANDA	DAMAGED MAILBOX REIMBURSEMENT	44.00
01/21/2022	319520	DRIESEN & ASSOCIATES INC	MATERIALS TESTING SVCS-COMMUNITY SR CTR	780.00
01/21/2022	319521	EMERGENCY VEHICLE PRODUCTS	FIRE VEH MAINT/HAZMAT SPILL KIT	5,607.79
01/21/2022	319522	FARR & FARON ASSOCIATES	TRAFFIC SIGNAL UPGRADES - MILHAM AVENUE	102,522.00
01/21/2022	319523	FBINAA	FBINAA ANNUAL DUES	110.00

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01/21/2022	319524	FUTURE PRO, INC.	HOOP REPLACEMENTS CIP PROJECT	2,368.50
01/21/2022	319525	GOLDEN WEST INDUSTRIAL SUPPLY, INC.	MISC POLICE SUPPLIES	308.09
01/21/2022	319526	HALT FIRE, INC.	FIRE APPARATUS MAINT	2,084.60
01/21/2022	319527	HEALTHSOURCE SOLUTIONS, LLC	WELLRIGHT PORTAL FEES	1,855.55
01/21/2022	319528	HOLLENBECK, POLLY JEFFREY A TRUST	BD PAYMENT REFUND	50.00
01/21/2022	319529	HOME DEPOT	REPAIR/MAINTENANCE SUPP	547.20
01/21/2022	319530	IMAGESTREAM, INC.	CABLECASTING AND BROADCASTING CONTRACT	22,571.00
01/21/2022	319531	IMAGETREND, INC.	FIRE SOFTWARE-INSPECTIONS SUPPORT	786.77
01/21/2022	319532	INT'L ASSOC CHIEFS OF POLICE	IACP MEMBERSHIP RENEWAL	190.00
01/21/2022	319533	KALAMAZOO COUNTY TREASURER	COLONIAL MOBILE HOME TAXES - DECEMBER	455.00
01/21/2022	319534	KALAMAZOO LITERACY COUNCIL	FY 21-22 HUMAN SERVICES BOARD	1,375.00
01/21/2022	319535	KIESLER POLICE SUPPLY	10 CASES FEDEXM193 AMERICAN EAGLE 5.56MM	1,753.50
01/21/2022	319536	KLIMEK, JANELLE	SKATING LESSONS SESSION 1 - REFUND	11.00
01/21/2022	319537	KLOK, BRIAN	REIMB MI FIRE INSPECTORS CONF - REG	345.00
01/21/2022	319538	KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE AGREEMENT PER CONTRACT	180.00
01/21/2022	319539	LERETA LLC	OVERPAYMENT WTAX ON 4 PARCELS	1,347.19
01/21/2022	319540	LERMA, INC	LERMA ANNUAL MEMBERSHIP DUES	60.00
01/21/2022	319541	LLRMI	ONLINE TIKTOK & SNAPCHAT FORENSICS TR-REG	150.00
01/21/2022	319542	LOVINS, DICK	DAMAGED MAILBOX REIMBURSEMENT	44.00
01/21/2022	319543	MCCANN INDUSTRIES, INC.	BACKHOE MAINTENANCE SUPPLIES	418.00
01/21/2022	319544	MCDONALD'S TOWING & RESCUE, INC.	POLICE TOWING SERVICES	15.00
01/21/2022	319545	METRO CONSULTING ASSOCIATES, LLC	EASEMENT ACQUISITION SERVICES	135.00
01/21/2022	319546	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	372.41
01/21/2022	319547	MICHIGAN ASSOC. OF PLANNING	TRANSPORTATION BONANZA TR - REG	100.00
01/21/2022	319548	MICHIGAN FIRE INSPECTOR'S SOCIETY	FIRE PREVENTION DUES	300.00
01/21/2022	319549	MLIVE MEDIA GROUP	LEGAL NOTICE	792.57
01/21/2022	319550	O'REILLY AUTO PARTS	FLEET MAINTENANCE	4.15
01/21/2022	319551	OFFICE DEPOT, INC.	OFFICE SUPPLIES	354.50
01/21/2022	319552	OMG NATIONAL	BADGE STICKERS	252.22
01/21/2022	319553	PEACOCK, KATHY & DANIEL	OVERPAYMENT WTAX21 00023-380-O	1,545.83
01/21/2022	319554	REAM, TODD & JULIE	AUSTIN LAKE SPECIAL ASSESSMENT REIMBURSE	60.30
01/21/2022	319555	REV X PRODUCTS, INC.	BULK GASOLINE TREATMENT	3,860.80
01/21/2022	319556	S A MORMAN & CO.	NSGASKETS/DOOR SWEEP	55.00

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01/21/2022	319557	SEELYE FORD, INC.	VEHICLE REPAIR	687.97
01/21/2022	319558	SHUNNESON, JAMES	DAMAGED MAILBOX REIMBURSEMENT	44.00
01/21/2022	319559	SMART SOURCE, LLC	MISC UNIFORM SHIRTS	560.00
01/21/2022	319560	STATE OF MICHIGAN	SOR REGISTRATION FEES	90.00
01/21/2022	319561	STATE OF MICHIGAN (EGLE)	LIMITED TREATMENT SYSTEM DRINKING WATER	70.00
01/21/2022	319562	STATE SYSTEMS RADIO, INC	ANNUAL TOWER LEASE CONTRACT	1,551.67
01/21/2022	319563	STEENSMA LAWN & POWER EQUIPMENT	CHAIN SAW MATERIALS	139.00
01/21/2022	319564	SUNDQUIST, WAYNE	OVERPAYMENT FINAL WATER BILL	10.66
01/21/2022	319565	TEAM SUPPORT SERVICES, LLC	RECORDS MANAGEMENT	2,198.95
01/21/2022	319566	TRIFECTA NETWORKS, LLC	VOIP PHONE	265.00
01/21/2022	319567	ULINE, INC.	55 GALLON STEEL TRASH CANS	1,050.27
01/21/2022	319568	VICKSBURG HARDWARE	CHAINSAW SUPPLIES	80.28
01/21/2022	319569	VK ENDEAVOURS LLC	CITY HALL PARKING LOT AND LANDSCAPE	3,110.00
01/21/2022	319570	WATKINS, ROSS & CO.	DEFINED BENEFIT PLAN ACTUARIAL & GASB	9,150.33
01/21/2022	319571	WHITMAN HOLDINGS	AUSTIN LAKE SPECIAL ASSESSMENT REIMBURSE	60.30
01/21/2022	319572	YEO & YEO	2020-2021 AUDIT AND ACFR PREPARATION	4,950.00
01/21/2022	319573	AVB CONSTRUCTION LLC	COMMUNITY SR CENTER CONSTRUCTION MGMT	784,559.50
01/21/2022	319574	CHICAGO TITLE OF MICHIGAN	OVERPAYMENT ON FINAL WATER BILL	2,301.94
01/21/2022	319575	INTL ASSN FOR PROPERTY AND EVIDENCE	IACP MEMBERSHIP	195.00
01/21/2022	319576	PFIZER, INC	OVERPAYMENT WTAX21 FOR 7 PARCELS	2,773.41
01/21/2022	319577	USPS	REFILL POSTAGE METER	5,000.00
01/26/2022	319578	BLUE CROSS/BLUE SHIELD OF MICH	HEALTH INSURANCE	577.20
01/28/2022	319579	AT&T	ELECTRONIC COMMUNICATIONS	290.84
01/28/2022	319580	DTN, LLC	WEATHER SERVICES	972.00
01/28/2022	319581	GREATER KALAMAZOO FOP LODGE 98	FOP PORTION OF PPOA DUES - JANUARY 2022	3,185.36
01/28/2022	319582	KALAMAZOO COUNTY TREASURER	2021 DOG LICENSE SALES PAYMENT - 1ST DIST	2,395.00
01/28/2022	319583	KLOK, BRIAN	MI FIRE INSPECTORS CONF - PER DIEM	137.25
01/28/2022	319584	VERIZON WIRELESS	CELLULAR PHONES	5,254.45
01/28/2022	319585	SPC SPECIALTY PRODUCTS, LLC	AQUAPHALT PATCH	3,114.00
Total Paper checks				1,032,568.63
Check Type: Auto-Pay Payments				
01/12/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	2,137.88

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01/13/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	7,070.10
01/14/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	554.97
01/18/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	4,851.62
01/19/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	1,003.72
01/28/2022		CONSUMERS AUTOPAY	GAS-ELECTRIC	145.19
Total Auto-Pay Payments				15,763.48
Check Type: Electronic Payments				
01/18/2022		ATTORNEY	LEGAL & ARBITRATION	18,810.00
01/18/2022		EAGLE CLAIMS	WORKERS' COMPENSATION	5,300.00
01/21/2022		MULTIPLE	WEEKLY TAX DISBURSEMENT 1/14/22	509,564.72
01/28/2022		HUNTINGTON NATIONAL BANK	DEBT SERVICE FEES	2,000.00
01/28/2022		MULTIPLE	WEEKLY TAX DISBURSEMENT 1/21/22	1,400,333.53
01/28/2022		ICMA	PENSION WITHHOLDINGS	41,856.62
01/28/2022		MULTIPLE	UAW PENSION PAYMENTS	192.17
01/28/2022		SBF	WATER/SEWER BILL POSTAGE	2,076.99
Total Electronic Payments				1,980,134.03
Grand Total				3,767,438.95

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Fiscal Year 2022-2023 Proposed Budget Review Schedule

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Establish Tuesday, April 19 from 4:00 to 7:00 p.m. and Tuesday, May 10 from 4:00 to 6:00 p.m. as the dates for City Council review of the proposed Fiscal Year 2022-2023 Budget.

City Council will receive the proposed Fiscal Year 2022-2023 budget on April 12, 2022. The budget review schedule has been developed to permit review of all budget aspects. Budget review sessions are proposed for Tuesday, April 19 and Tuesday, May 10 at 4:00 p.m. On each of the proposed dates, sessions will be held in Conference Room #1 of Portage City Hall.

Further, a public hearing on the proposed budget will be held during the May 10, 2022, regular meeting of City Council, with formal adoption scheduled for May 24, 2022. The review sessions, public hearing and other Council meetings will provide ample opportunity for City Council analysis and public comment.

FUNDING: N/A

Attachments: None

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Portage Community Senior Center Motor Coach Services Contract

SUPPORTING PERSONNEL: Kimberly Phillips, Senior Citizen Services Manager
Kathleen Hoyle, Director of Parks, Recreation & Senior Citizen Services

ACTION RECOMMENDED: Approve a one-year contract for the Portage Community Senior Center Travel program motor coach services in the amount of \$60,837.37 with Cardinal Buses, with the option for two additional years, and authorize the City Manager to execute all documents related to this action on behalf of the city.

The city released a bid for motor coach services for an annual agreement with a two-year additional purchase option for its Portage Community Senior Center travel program. The program offers trips that range from one-day excursions to multiple overnight travels throughout the Midwest and the eastern seaboard. In order to gain the most interest and promote competition, this bid was published in the Kalamazoo Gazette as well as posted to BidNet, where 66 vendors were matched and notified of the bid opportunity. After conducting extensive research, eight local vendors who indicated they provided similar services were also notified via email and BidNet. The city received only one bid for services from Cardinal Buses in the amount of \$60,837.37 (\$34,764.87 for day trips and \$26,072.50 for extended overnight trips) for the first year. One other communication was received from IVS Inc. /DBA AngelTrax, which was a no bid for services. This amount is consistent with the cost of \$60,810 for fiscal year 2018-2019.

It is important to remember that the Senior Center Travel Program is a revenue-generating program. The costs associated with travel are ultimately paid for by the participants; the city pays the full cost of the trip up front and travel fees paid by the participants offset those costs. In fact, the Senior Center Travel program has generated a net revenue of over \$50,000 annually. Pre-Covid, an average of 702 participants signed up 1,852 times for 65 trips annually. This is a highly-regarded program by Senior Center members, with significant revenue impact, as well as a noted best practice by the National Council on Aging.

It is recommended that City Council approve a one-year contract for the Portage Community Senior Center Travel program motor coach services in the amount of \$60,837.37 with Cardinal Buses, with the option for two additional years, and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Included in General Budget

Attachments: 1. Bid Tabulation PCSC Motor Coach Services

TABULATION OF PROPOSALS

2021 RFB - Motor Coach Services

Closed January 18, 2021 at 3pm

#	<u>FIRM</u>	<u>2022 Day Trips Total</u>	<u>2022 Extended Trips Total</u>
1	Cardinal Buses	\$34,764.87	\$26,072.50
2	IVS Inc DBA AngelTrax	No Bid	No Bid

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Portage Police Command Officers Association Contract

SUPPORTING PERSONNEL: Shannon Hertz, Director of Human Resources

ACTION RECOMMENDED: Approve the Portage Police Command Officers Association Collective Bargaining Agreement for the period of July 1, 2021 to June 30, 2023 and authorize the Mayor and City Clerk to sign the same.

The most recent PPCOA contract expired on June 30, 2021. The City and the PPCOA met several times to address mutual concerns. Those meetings recently concluded with an agreed 2-year contract. On January 6, 2022, the union met and ratified the agreement. A summary of the key points follows:

- Maintained the retiree health insurance benefit at ninety percent (90%) of premium for employees in the bargaining unit as of June 30, 2014, who retire after June 30, 2014, at age 55 or older with at least 20 years of service. Adjusted the retiree health insurance for employees in the bargaining unit after June 30, 2014, and retiring after June 30, 2014, to receive eighty percent (80%) of the premium upon retiring at age 50 or older with at least 25 years of service. This makes the city more comparable to neighboring police agencies.
- The union has changed their supplemental retiree health plan to allow existing members to be promoted into non-union command rank positions without losing their eligibility for coverage in exchange for the city continuing to fund those members until their retirement.
- The city increased the contribution to the union's supplemental retiree health insurance for the first time since 2007. The contribution is made at a per-member rate instead of a flat per-year rate, so that the rate will change as the unit changes.
- The pay ranges are now a set percentage amount above the patrol union's wages and the step increases have been eliminated.
- The city increased the tuition reimbursement amount from \$2,000/year to \$5,000/year, beginning with the Fiscal Year 2022-2023 budget.

It is recommended that City Council approve the Portage Police Command Officers Association Collective Bargaining Agreement for the period of July 1, 2021, to June 30, 2023, and authorize the Mayor and City Clerk to sign the same.

FUNDING: Funding is available in the FY 2021/22 budget.

Attachments: 1. PPCOA Contract - FINAL 2021-2023 DRAFT

AGREEMENT

between

CITY OF PORTAGE

and

THE PORTAGE POLICE COMMAND OFFICERS
ASSOCIATION

Effective July 1, 2021 through June 30, 2023

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A G R E E M E N T

THIS AGREEMENT entered into this first day of July 2021 by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer," and THE PORTAGE POLICE COMMAND OFFICERS ASSOCIATION, hereinafter referred to as the "Association."

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interests of the Employer, its employees, the Association and the community. Recognizing that the interests of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient manner to the community, the Employer and the Association, for and in consideration of the mutual promises, stipulations and conditions herein- after specified, agree to abide by the terms and provisions set forth herein for the duration of the 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 Association as the sole and exclusive collective bargaining representative for all of its Sergeants and Lieutenants excluding all other employees employed by the Portage Police Department.

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

Section 3: The Association 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 employees are vested solely and exclusively in the Employer. This means that, subject to the specific terms of this Agreement and by way of illustration and not limitation, the Employer has the right to (a) manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services or methods of operation; (b) introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) determine the number, location, and type of facilities and installations; (d) determine the size of the work force and increase or decrease its size; (e) hire, assign, and lay off employees; (f) permit City employees other than Police Department employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency; (g) direct the work force, assign work and determine the number of employees assigned to operations; (h) establish, change, combine, or discontinue job classifications; (i) determine lunch, rest periods, and cleanup times, starting and quitting times, and the number of hours to be worked; (j) establish work schedules; (k) discipline and discharge

employees for cause; (l) adopt, revise, and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted hereafter without notice to the Association; (m) transfer, promote, and demote employees from one classification, department, or shift to another; (n) select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competency of employees to perform available work.

Section 4: The Association agrees that except as provided for by the terms and provisions of the Agreement, employees shall not be permitted to engage in Association activity during working hours, there shall be no Association meetings held on City property unless authorized in writing by the Employer.

Section 5: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE II - UNION SECURITY AND DUES CHECK-OFF

Section 1: Employees who have completed their probationary period may become members of the Association and cause to be paid to the Association a representation fee, or may choose to not become members of the Association and not pay any such representative fee.

Section 2: During the terms of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer by the first working day of each month, the Employer will deduct from their pay each pay period, the appropriate amount of monthly Association dues and initiation fee as designated by the Association and shall promptly remit any and all amounts so deducted to the Association. The Association agrees to indemnify and save the Employer harmless 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 the Article. Revocation of dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the Director of Human Resources and the Association, or upon termination of employment.

ARTICLE III - PROBATIONARY PERIOD

Section 1: All employees who were not employed by the City of Portage immediately prior to entering the classification on Sergeant or Lieutenant shall be probationary employees during their first twelve (12) months of employment. Employees promoted into the classification of Sergeant or Lieutenant from a position within the Portage Police Officers Association shall be on promotion probation for the first six (6) months of their employment as a Sergeant or Lieutenant. The purpose of the probationary period is to provide an opportunity for the employer to determine, to its own satisfaction, whether the employee has the ability and other attributes which will qualify him/her for regular employee status in this bargaining unit. Employees who were not employed by the City of Portage prior to being hired into the classification of Sergeant or Lieutenant may be laid off, disciplined or dismissed at the sole discretion of the employer without regard to his/her length of service and without recourse to the grievance procedure during the twelve (12) month probationary period. Employees promoted into the classification of Sergeant or Lieutenant from a position within the Portage

Police Officers Association may, during their six (6) months position probation, be returned to the position from which they were promoted without regard to his/her length of service in this bargaining unit and without recourse to the grievance procedure.

Section 2: When an employee is promoted to a higher paying job classification within the bargaining unit, he/she shall be on job probation in the classification into which he is promoted for a period of six (6) months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time he/she demonstrates in the discretion of management that he/she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall return to the last previous job classification he/she had permanently occupied.

Section 3: If an employee is promoted to a position under the Employer, not included in the bargaining unit and is thereafter, within one (1) year of said promotion, involuntarily transferred, laid off, or demoted again to a position within the unit, or voluntarily returns, he/she shall return to the classification within the bargaining unit from which he/she was promoted with the seniority he/she held at the time he/she was promoted for bargaining unit purposes, provided that there is then existing a position that is available to said employee.

Section 4: If it is necessary to reduce the number of employees in the Bargaining Unit for any reason whatsoever, employees shall be laid off by classification, with bumping rights based on seniority within the Unit, provided always that the remaining employees have the skill and capability to perform the available work in the remaining job classifications. Employees shall be recalled to the job classification from which they were laid off. In the event that the number of days of seniority within the Unit is equivalent, the employee with the least amount of department seniority shall be laid off first. Department seniority shall be defined as an employee's length of continuous service with the department since the date upon which an employee first reported for full-time work at the instruction of the Employer since which he has not quit, retired or been justifiably discharged. Employees laid off from the bargaining unit shall return to the job classification from which he/she was promoted from outside the PPCOA bargaining unit.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the application or alleged violation of the terms and provisions of this Agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

Section 2: FIRST STEP. An employee's grievance shall be submitted in writing to the Director of Public Safety - Police/Fire Chief. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Director of Public Safety - Police/Fire Chief within five (5) working days after the occurrence of the event upon which said grievance is based or when the employee becomes aware or should have become aware of the facts upon which it is based. The Director of Public Safety - Police/Fire Chief shall give a written answer to the aggrieved employee

within five (5) working 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 Association and one (1) by the Employer.

Section 3: SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his association grievance chairman or his designated representative shall notify the City Manager in writing within five (5) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the City Manager or the Director of Human Resources and/or someone by him designated shall meet with the grievant and Association representative within seven (7) working days after receipt of request to consider the grievance. The City Manager or the Director of Human Resources or his designated representative shall give the written answer to the aggrieved employee and his Association representative within seven (7) working days after the date of this meeting. 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 Association and one (1) by the Employer.

Section 4: THIRD STEP. If the grievance has not been settled in the Second Step, the Association or the Employer may submit the matter to arbitration provided such submission is made within fifteen (15) working days after receipt of the Second Step answer.

All matters submitted to arbitration shall be submitted to the Michigan Employment Relations Commission in accordance with its Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the Michigan Employment Relations Commission shall be shared equally by the Employer and the Association. If a fee is charged following an adjournment by either party, the adjournment fee shall be paid by the party that cancels the scheduled arbitration date.

Section 5: Time limits at any step of the grievance procedure may be extended only by mutual agreement. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the Association may process the grievance to the next step. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

Section 6: Grievances on behalf of the entire Association shall be filed by the Chairman of the Association's grievance committee and shall be processed starting with the Second Step of the grievance procedure. Such grievances must be clearly defined as to how it was determined to be a class action grievance.

Section 7: Meetings provided for in the Second Step of the grievance procedure shall start no later than 4:00 P.M. on the day for which they are scheduled. The Association's committee shall not exceed a total of three (3) in number except that resource personnel may be utilized if required.

Section 8: The Employer shall be promptly informed in writing as to the membership of the Association's grievance representatives and any changes therein.

Section 9: Wherever the words are used in the Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding the eleven (11) holidays recognized by the Employer.

Section 10: An Association representative shall suffer no loss of pay from his/her regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances as provided for in this grievance procedure. However, the Association representative shall first obtain permission from the Director of Public Safety - Police/Fire Chief prior to leaving his/her station to investigate and/or process grievances recognizing the urgent aspects of the job have first priority. It is understood and agreed that the Director of Public Safety - Police/Fire Chief shall not unreasonably deny the Association representative the necessary time off.

ARTICLE V - DEPARTMENTAL INVESTIGATIONS

Section 1: In the event a complaint is filed or requested against any employee covered by this Agreement, the following investigatory procedure shall apply:

- (a) The questioning of a member of the department shall be during his regular tour of duties whenever practicable between 8:00 a.m. and 4:00 p.m., unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters.
- (b) The member of the department being questioned shall be informed in writing of the nature of the investigation before any interrogation commences, the officer shall be informed in writing whether any possible criminal charges or disciplinary action might result from the investigation, and the complainant and/or witnesses will be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he/she shall be informed of the charge and the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.

- (c) If an officer is placed under arrest or is a suspect or target of a criminal investigation, if he/she so requests, he/she shall have the right to consult with and have legal counsel available during the interrogation.
- (d) No record of any departmental investigation made as a result of a complaint will be placed in the employee's personnel record, unless the complaint is brought to his attention within thirty (30) days of the complaint.
- (e) Investigations shall be initiated within ten (10) days of receipt of allegations against a member of this bargaining unit. The investigation shall be concluded within thirty (30) days from the date the employee is notified in writing of the investigation by the Director of Public Safety - Police/Fire Chief or his representative, and the employee (or the Union in the event the employee is not at work) shall be notified, in writing, that the complaint was sustained or unfounded within three (3) working days (as defined in Article IV, Section 9) of the conclusion of the thirty (30) day period.
- (f) No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record when the complaint was determined to be untrue.

Section 2: Upon written request, the Association shall receive specific documents or records available from the Employer, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this section. Upon request, prior to arbitration, all documents not previously provided or exchanged, which either party intends to use as evidence, will be forwarded to the other party: However, such response shall not limit either party in the presentation of necessary evidence. Documents requested under this section shall be provided in a timely manner.

ARTICLE VI - DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Association shall be suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof and believes he has to have been unjustly suspended or discharged, he/she shall be allowed to discuss his suspension or discharge with his Association representative. Such suspension or discharge may constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the City Manager under Step Two of the grievance procedure within three (3) working days after such discharge or after the start of such suspension.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during

the pay period immediately preceding the date of discharge less such compensation as he/she may have earned at other employment during such period.

ARTICLE VII - LEAVE OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a permanent employee provided, in the judgment of the Employer, such employee can be spared from his work.

Section 2: Beginning July 1, 1982, each employee will receive eight (8) hours of paid personal business leave each year which will be scheduled at the employee's request subject to the approval of the Director of Public Safety - Police/Fire Chief.

Section 3: An employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence at his request without pay and without loss of seniority of not to exceed one (1) year provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she 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. Association members will be subject to the terms outlined in the City's Family and Medical Leave Act Policy.

Section 4: A regular 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 the Selective Service and Training Act and/or any other applicable laws then effective.

Section 5: 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 purposes must be made as soon as possible after the employee's receipt of his/her 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, eighty (80) hours of regularly scheduled working hours in any one (1) calendar year.

Section 6: Employees shall receive eight (8) hours pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding twenty four (24) hours, due to a death in their immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, grandchildren, employee's grandparents, children, brothers, sisters, brothers-in-law, sisters-in-law, and grandparents-in-law; and, to be eligible for such pay, the employee must attend the funeral. An additional sixteen (16) working hours shall be allowed for the death of the employee's current spouse, child, stepchild, grandchild, or parents. The Director of Public Safety - Police/Fire Chief may require verification of funeral or necessity for such leave.

Section 7: A permanent employee may, upon his written request, be granted a leave of absence for not to exceed one (1) year for the purpose of continuing his/her formal education at a recognized college or university. Such leave of absence shall be granted without pay and without loss of seniority rights. The employee must request such leave of absence three (3) months in advance of the date such leave is requested to begin, and the employee must indicate the expected date of return.

Section 8: Association Leave. Officers elected or appointed to the Association's Executive Board or the Pension Board, providing authorization has been obtained from the Executive Board and furnished to the city, shall be allowed up to a combined total of seventy two (72) duty hours for the purpose of attending to Association business and conventions without loss of pay or benefits provided: the granting of such leave would not result in a shortage of sufficient officers and result in the required payment of replacement overtime as determined by the Director of Public Safety - Police/Fire Chief.

Section 9: Leave of absence referred to in this Article must be applied for in writing by the employee or with a doctor statement, and approved in writing by his/her department head, or the Human Resources Department in order to preserve the employee's job rights during such leave.

Section 10: Employees who pursuant to law are not permitted to carry a gun or who are found to be mentally or psychologically unfit in accordance with Article IX will immediately return their City issued weapon to the City.

ARTICLE VIII - PAID SICK LEAVE

Section 1: Full-time employees starting with their second (2nd) month of continuous employment by the Employer, shall accumulate paid sick leave credits on the basis of eight (8) hours per month

Section 2: In order to qualify for sick leave payments, the employee must report to the on duty team leader or his designated representative not later than one (1) hour before his/her normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible. In addition thereto, if any employee is absent two (2) or more days, said employee must notify the department by 4:00 P.M. on the day preceding his/her intended date of return.

Section 3: 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 provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or drugs (this does not apply to time missed due to the treatment of substance abuse), or was not attributable to causes occurring while performing work for which he/she is paid by someone other than the City.

- (b) When an employee's absence from work is necessitated because of an illness or injury arising out of or in the course of his/her employment by the Employer and which is compensable under the Michigan Worker's Compensation Act, the Employer will pay such employee the net difference (taking into account the fact that Worker's Compensation payments are not subject to federal income or social security tax or state income tax) between what the employee receives in compensation under such Act and what he would have received for the time necessarily lost from his/her regularly scheduled duty days due to such illness or injury for a period of not to exceed twenty-six (26) weeks in any twelve (12) consecutive months. 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. When an employee is no longer eligible for the payment from the Employer above referred to, thereafter he/she shall be entitled to utilize his/her accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he/she is entitled under such Act and the amount of daily pay he/she would have received for the duty days on which such necessary absence occurred on his/her regularly scheduled hours.
- (c) It is understood that the Employer will continue a Long-Term Disability Plan, as further set forth herein, and that no sick leave accumulation shall be utilized to supplement an employee's income after payments commence under said plan after the expiration of the original qualification period thereunder.
- (d) The Employer may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence. If an employee's attending physician fails to give an estimated return to work date, the Employer may ask for a second opinion from a physician of the Employer's choice, paid for by the Employer, to substantiate the need for the sick leave following a period of absence that exceeds the later of 6 weeks or the period of any FMLA leave time taken by the employee. If the employee disagrees with the findings, a third doctor mutually satisfactory to the Employer and the Association will be chosen to examine the employee and his/her findings will be binding on the employee, the Employer, and the Association. The fee charged by the third doctor will be paid by the Employer. In either event, the employee may request a physician whose sex is the same as the sex of his or her attending physician.
- (e) In the case of critical illness or injury requiring hospitalization of an immediate family member, sick time may be authorized if requested, limited to 5 sick days during a 12 consecutive month period.

Section 4: Employees who have been continuously employed by the employer for fifteen (15) years from their date of hire shall receive compensation for unused sick leave credits (with a cap of 700 hours as the total maximum of such payoff—fifty (50%) percent of 1,400 hours for employees hired by the city before December 1, 2011 and with a cap of 500 hours as the total maximum of such payoff – fifty (50%) percent of 1,000 hours for employees hired by the city on or after December 1, 2011) at his or her rate of pay at separation, up to fifty percent (50%) of the total number of eligible sick leave hours accrued upon separation. An employee's beneficiary as designated by the employee on a beneficiary form supplied by the city, shall receive a payment equal to fifty percent (50%) of the employee's eligible sick leave credit, at the current rate of pay at the time of death, provided he/she was an employee at the time of death, as outlined above.

Section 5: Whenever sick or emergency 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. For employees hired by the city prior to December 1, 2011, the total accumulation shall not exceed one thousand four hundred (1,400) hours. For employees hired by the city on or after December 1, 2011, the total accumulation shall not exceed one thousand (1,000) hours.

ARTICLE IX - PHYSICAL FITNESS

Section 1: The Employer reserves the right to require employees to take a leave of absence without pay who are not physically or mentally fit to perform their duties in a satisfactory manner. “Physically fit” shall include the employee’s weight being in a reasonable proportion to his height. Such action shall only be taken if a physical or mental examination performed by a doctor of the Employers choice, at the Employer’s expense, reveals such physical or mental unfitness. Physical examinations will be performed by a medical doctor, while mental examinations will be performed by a Psychiatrist or Psychologist in accordance with IACP standards. If the employee disagrees with such findings, then the employee, at his own expense, may obtain a physical or mental examination from the doctor, Psychiatrist or Psychologist, as described above, of his choice. Should there be a conflict in the findings of the two examinations, then a third examination will be given by a doctor, psychiatrist or psychologist, as described above, mutually satisfactory to the Employer and the Association. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and Association.

Section 2: When an employee is absent from work for medical reasons for four or more days, or following surgery, and the absence is not associated to a line of duty incident, the City may require the employee, consistent with the federal Family and Medical Leave Act, to provide medical documentation of (1) the continuing need for the light duty assignment or leave; or (2) the ability of the employee to return to work or to return to his/her regular work assignment. The employee will not be permitted to return to work or to return to his/her regular work assignment until the City has been provided with the requested medical documentation and is satisfied that the employee is able to return to work or to his/her regular assignment.

Section 3: Whenever an employee is prescribed medication, he/she must inquire of the prescribing doctor if the taking of the medication will affect his/her ability to safely perform his/her job. If the prescribing doctor indicates that it will have such an effect, the employee must immediately report that fact to the Director of Public Safety – Police/Fire Chief or Deputy Chief.

Section 4. Health Management Program. Bargaining unit employees must undergo an annual preventive physical examination, during each contract year, July 1st through June 30th. Annual physical exams are the responsibility of the employee and will be given by a medical doctor selected by the employee. The employee will furnish to the Department of Human Resources, a statement from the doctor certifying that the physical examination was given within seven calendar days following the end of the contract year. The statement will be attached to an e-mail and submitted to the Department of Human Resources using the following e-mail address: hmpsubmission@portagemi.gov.

Effective July 1, 2016 when an employee, and the employee's spouse if the employee is married, have successfully completed the HMP physical examination requirement for the previous contract year (7/1/15-6/30/16)), the employee will receive a \$200 HMP award. The HMP award payments will be paid on the first full payroll of July 2016. This HMP award is intended for the current labor agreement only and not intended to establish a practice or expectation for HMP awards in future years.

ARTICLE X - ADDITIONAL HOURS WORKED

Section 1: Time-and-one-half (1-1/2) an officer's regular hourly rate, determined by dividing the officer's salary by two thousand eighty (2,080) hours, shall be paid for all scheduled hours worked, which results in an officer working an excess of an average of forty (40) hours per week per pay period. An officer working the 12 hours shift schedule will be paid 1 ½ time when working an excess of eighty (80) hours in the two week pay cycle. For example, an officer will be paid time-and-one-half (1-1/2) his/her regular rate when he/she is scheduled to fill in for another officer who is on vacation, sick leave (four [4] hours or more per day) and time spent as an officer witness in Court. Each officer shall be paid a minimum of two (2) hours overtime pay when called in.

Overtime for planned or unplanned absences or events, such as for vacation, training, or illness, if filled by overtime, will be offered as follows: a rotation list; assigned as mandatory if there are not rotation volunteers. Mandatory overtime will most often be accomplished by holding over a command officer already on duty and/or bringing in the next command officer on duty early. As it applies to the 12-hour shift schedule, planned or unplanned absences will be offered as follows: Filled by bringing in a command officer on a day off, by seniority and eligibility to work. Any unfilled absences will be partially filled by the on duty command working over up to four (4) hours, or the next scheduled employee coming in four (4) hours early, until the vacancy can be covered. Employees will be required to work no more than sixteen (16) consecutive hours, with at least eight (8) hours off between shifts.

If prior planning is required for a special event, overtime may be assigned to the command officer involved in the planning.

The rotation list will comprise all Association command officers who wish to be considered for overtime assignments. Assignments will be made without consideration of the division the command officer is assigned to or where the overtime is required. The rotation list will be modified each shift bid period.

Section 2: Except for extreme emergencies and court time, an employee will not be required to work more than twelve (12) consecutive hours. Only in cases of extreme emergencies or court will employees working twelve (12) hour shift schedule be required to work more than sixteen (16) consecutive hours, with at least eight (8) hours off between shifts.

Section 3: Patrol team employees shall be allowed to bid shifts every six months. Employees shall be allowed to select the shift of their choice by exercising their time-in-rank seniority. The employer retains the right to schedule additional manpower prior to issuance of the days off schedule as needed for special events in accordance with Section 4 below. The normal shifts shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, and from 12:00 midnight to 8:00 a.m. For employees working twelve hour shifts, the shifts will be from 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. The work week for twelve hour employees begins at 7:00 a.m. on Sunday. The hours for the day-shift Patrol Team Sergeant primarily assigned to administrative duties (referred to as Administrative Sergeant), when assigned, will be a ten hour shift schedule, 7:00 a.m. – 5:00 p.m. On the week day that the Patrol Team Sergeant assigned to operations is scheduled for the eight hour shift, the Administrative Sergeant's hours will be adjusted to cover the balance of the Patrol Team's 12 hour work day, (9:00 a.m. – 7:00 p.m.). In the event that the Administrative Sergeant concept is no longer utilized, all Patrol Team Sergeants will be on the same shift schedule. The hours for the night shift Administrative Sergeant will be a 12-hour shift schedule. A "Power" twelve hour shift, from 3 p.m. to 3 a.m. may be implemented with the agreement of both the union and the city.

The employer also retains the management right to determine the number of officers to be assigned. All command officers outside of the patrol teams are excluded from the provisions of this shift bid section.

The use of twelve (12) hour shifts is subject to full or partial revocation by either party with a written notice of either three month notice or until the next shift bid, whichever is longer.

Notwithstanding the above provisions, to meet the temporary operational needs of the City, the parties agree that the City may otherwise assign personnel at its discretion.

Section 4: The Employer shall make reasonable effort to schedule the two (2) regular days off for members consecutively. However, in no case shall an employee experience more than two (2) instances per contract year (July - June) where his regular days off are not consecutively scheduled unless mutually agreed upon by the employee and the Director of Public Safety - Police/Fire Chief or his designated representative. The employer shall make reasonable efforts to schedule 12 hour shift employees' days off consecutively.

Section 5: Full time employees who work on any shift which commences on or after 12:00 noon but before 8:00 p.m., shall be entitled to a shift premium of thirty-five (35¢) cents per hour. Full time employees who work on any shift which commences on or after 8:00 p.m., but before 6:00 a.m. shall be entitled to a shift premium of fifty (50¢) cents per hour. The 12-hour shift Watch 1 shall be 7 a.m. to 7 p.m. with no shift differential. The 12-hour shift Watch 3

shall be 7 p.m. to 7 a.m. with a \$0.50 per hour shift differential. There is no Watch 2 Sergeant. Shift premium shall not be added to the base rate for purposes of calculating longevity.

Section 6: Employees may elect to receive compensatory time off, at the appropriate overtime rate, in lieu of receiving payment for overtime hours. Employees shall be allowed to accumulate eighty (80) compensatory hours. If the city is unable to grant an employee's request to take compensatory time off, it will grant an alternate day within a reasonable period, defined as two weeks.

ARTICLE XI - HOLIDAYS

Section 1: The following dates shall be recognized as holidays upon which only necessary work will be performed: New Year's Day, President's Day, Good Friday, July 4th, Labor Day, Memorial Day, Veterans Day, Thanksgiving Day, Christmas Day, the latter one-half of Christmas Eve Day, the latter one-half of New Year's Eve Day and the day after Thanksgiving Day.

Section 2: Eligible employees 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. When an eligible employee is 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 (1-1/2) of his regular straight time hourly rate for the hours so worked, in addition to the aforementioned holiday pay.

All Team Leaders and/or Sergeants shall have the option of taking the straight time pay as set forth in Section 2 or they may notify the Employer on or before the holiday that they desire to accumulate the equivalent number of hours for Holiday Leave Time; such Holiday Leave Time may be taken thereafter at any time; provided, however, that no more than 90 hours of Holiday Leave Time may be carried at any one time. The Director of Public Safety – Police/Fire shall determine the number of employees who can be excused for Holiday Leave at any one time.

Section 3: To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours that he was scheduled to work on the last scheduled day preceding and the next scheduled work day subsequent to such holiday, except in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occurred during his regularly scheduled vacation or (2) to the fact that his absence on such day or days is of a nature which is compensable under this Contract.

ARTICLE XII - VACATIONS

Section 1: Regular full-time 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) Upon the successful completion of probation and six (6) months of continuous service the employee shall be credited with 40 hours of paid vacation.

- (b) Following successful completion of probation and six months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of 80 hours per year.
- (c) Upon completion of five years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of 120 hours per year.
- (d) Upon completion of ten years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of 144 hours per year.
- (e) Upon completion of fourteen years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of 160 hours per year.
- (f) Upon completion of twenty years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of 172 hours per year.

Section 2: The Director of Public Safety - Police/Fire Chief shall determine the number of employees who can be excused for vacation at any one time. Eligible employees will be allowed to take their leave days in conjunction with their vacation. Vacation requests submitted at the same time will be approved based on unit seniority.

Section 3: When an Employee who has an accumulation of hours for vacation with pay, retires, resigns, with a minimum of two weeks' notice, or is discharged or dies, such employee (or his/her beneficiary as designated on the beneficiary form supplied by the City) shall receive the pay for such hours along with his/her final paycheck.

Section 4: Paid vacation will not be approved for an employee for hours in excess of that employee's accumulation at the date of his/her first day of scheduled vacation.

Section 5: Vacation time may be accumulative to a maximum of one and one-half (1-1/2) times an employee's annual accrual of said vacation leave. Requests for additional accumulations must be approved by the Department Head and City Manager; a written record of which shall be maintained in the employee's permanent personnel file. No vacation pay will be paid in lieu of vacations except in cases of extraordinary circumstances as determined by the City Manager.

ARTICLE XIII – ELECTION OF COMPENSATORY TIME-OFF

The parties agree, to clarify Article X, Section 1 of the labor agreement specific to the use and payment of compensatory time, as follows:

1. Compensatory Time Off, when elected, will be reported on the weekly time card. For each hour of overtime worked, an employee can elect to bank one and one half hours of

compensatory time off. Records of employee accrued time will be maintained in the Police Department.

2. Compensatory Time Off, when elected, can be requested and scheduled consistent with the departmental procedure for vacation/holiday and the labor agreement (Section 13.2).
3. Total accrued balances of Compensatory Time Off (not to exceed 80 hours) will be paid at the straight time rate of pay in the following circumstances:
 - a. Termination or resignation.
 - b. Retirement
 - c. To the beneficiary, designated by the employee on the beneficiary form furnished by the city, in the event of death.
 - d. Upon written request to the Director of Public Safety - Police/Fire Chief, and paid on the next regularly scheduled payroll.

ARTICLE XIV - PERSONNEL FILES

Any employee shall have the right, upon written request, to receive copies of all material placed in his/her personnel file except any and all privileged information obtained at the time of initial employment. A written record will be maintained by the personnel staff as to what material has been furnished an employee and once a copy has been furnished, subsequent copies of the same material will be furnished to the employee at his/her expense.

ARTICLE XV - LONGEVITY PAY

Section 1: Effective July 1, 2010, all regular, full-time employees shall receive longevity pay for continuous service in accordance with the following schedule:

Sergeants	Lieutenants
Upon completion of 5 years - \$1,367	Upon completion of 5 years - \$1,454
Upon completion of 10 years - \$2,735	Upon completion of 10 years - \$2,908
Upon completion of 15 years - \$3,760	Upon completion of 15 years - \$3,999
Upon completion of 20 years - \$5,128	Upon completion of 20 years - \$5,453

Continuous service shall accrue from last hiring date.

Section 2: For purpose of this Article, continuous service shall be broken by (1) quit, (2) discharge unless reinstated through the grievance procedure or (3) retirement.

Section 3: The above referenced longevity payment shall be made the first pay period after the employee's anniversary date.

Section 4: In the event of death of an employee, his/her designated beneficiary, as designated by the employee on a beneficiary form supplied by the City, shall receive a pro-rata amount of the current year's longevity pay due.

ARTICLE XVI - CONTINUING EDUCATION

Section 1: All members of PPCOA will participate in career development planning, including attending position related training programs which would be mandated by the Director of Public Safety - Police/Fire Chief, paid for from the fiscal training budget, and scheduled during regular working hours. Employees enrolled in degree related programs, approved by the Director of Public Safety - Police/Fire Chief, are eligible for tuition reimbursement according to the following guidelines:

1. Each fiscal year, beginning with fiscal year 2022-2023, \$5,000 in funds will be allocated out of the Human Resources budget for tuition reimbursement.
2. June 1 of each year, employees wishing to participate in the tuition reimbursement funding will provide a written communication to the Director of Public Safety - Police/Fire Chief, indicating the estimated total tuition expenditures for the following fiscal year. Requests submitted after June 1 will be considered to the extent of funds available.
3. To the extent of funds available, all tuition eligible will be reimbursed at a rate of 50% of actual tuition upon verification of successful course completion with a minimum grade of "C" or better.
4. In the event available funds will not provide a 50% reimbursement, funding will be divided on a pro-rata basis, among the employees participating.
5. In no event shall any one employee receive more than \$1,000.00 in any fiscal year for tuition reimbursement.

Section 2: When an employee enrolls for a course that is job related as determined by the Director of Public Safety - Police/Fire Chief, the Employer shall reimburse said employee for all required textbooks for said course provided that the employee has exhausted other outside sources for such payments, (i.e., L.E.E.P. funding, G.I. Bill). Those texts so purchased by the Employer shall become permanent additions to the Employer's Library following the employee's completion of said course. If the employee fails to complete said course, he shall reimburse the Employer for the textbooks previously furnished.

ARTICLE XVII - SALARY RANGES AND WAGE DIFFERENTIAL

Section 1: Effective July 1, 2021 and subsequently, the wage differential shall be maintained as follows: The Police Sergeant's base wage shall not be less than twelve percent (12%) above top step Police Officer's wage, and the Police Lieutenant's wage shall not be at not less than twenty four percent (24%) above a top step Police Officer's wage.

Section 2: Whenever a Sergeant fills in for a Lieutenant for a period of more than one (1) week, the Sergeant will be paid at a rate half (1/2) way between the Sergeant's rate and the Lieutenant's rate.

Whenever a Lieutenant fills in for a Deputy Chief for a period of more than one (1) week, the Lieutenant will be paid at a rate half (1/2) way between the Lieutenant's rate and the next higher Deputy Chief's rate.

ARTICLE XVII - EMPLOYMENT CONDITIONS

All current personnel policies and procedures applicable to the employees covered by this Agreement as currently applied and which are not altered by the provisions herein contained shall remain unaffected by this Agreement.

ARTICLE XIX - UNIFORMS

Section 1: For the life of this Agreement, it is hereby agreed that the Employer shall furnish the employees uniforms. Annually, the Director of Public Safety - Police/Fire Chief will conduct a uniform inspection, at which time he/she shall make the determination relative to the replacement of old uniforms so as to insure the continuing policy of providing serviceable uniforms to the command officers. New uniforms shall be ordered immediately following said inspections based upon the determinations made by the Director of Public Safety - Police/Fire Chief. The Employer will continue its practice of providing cleaning for uniforms and other clothing worn in the line of duty.

Section 2: The Employer will continue to furnish each non-uniformed officer with one pair of coveralls and one pair of boots to be used for tactical and training purposes.

Section 3: It is understood and agreed that all equipment to be used by the officers is to meet minimum State safety standards and that each officer is obligated to advise his/her command officer in writing when any such equipment fails to meet such standards.

Section 4: The body armor to be used by employees is to meet minimum safety standards established by the National Institute of Justice and that each employee is obligated to advise his/her command officer in writing when any equipment fails to meet such standards.

The City shall purchase and supply protective body armor to all command officers. Currently, employees may choose between two types of protective vests supplied by the city. If it is necessary or beneficial to supply a different type (or model(s)) of protective vest, the employer may specify a new vest after seeking and considering input from PPOA and PPCOA bargaining unit employees. Based upon input received and with approval from the Director of Public Safety - Police/Fire Chief-Police/Fire Chief, up to two types of protective vests may be selected and employees may choose the vest that he/she prefers. The city will also purchase and supply one (1) outer garment carrier to each Command Officer. All command officers shall be required to wear the protective body armor at all times while on duty subject to the exceptions set forth below.

- Command Officers assigned to KVET and SWET while on office duty or on undercover operations, when the wearing of body armor could compromise their undercover status.
- Command Officers on approved undercover operations, when the wearing of body armor could compromise their undercover status.
- Command Officers in plainclothes assignments. They will be required to carry body armor in their vehicle with them any time they travel while on duty and will be required to wear body armor when reporting to any preplanned high risk operation or to make an arrest.
- Command Officers will not be required to wear body armor on station (inside the Police Station) but must wear body armor on the road or when engaged in any field activity or supervision in the field.
Exceptions to the mandatory use of body armor may be granted at the discretion of the Director of Public Safety - Police/Fire Chief when the daily temperature forecast exceeds 80 degrees Fahrenheit.

Any Command Officer exempted above may choose to wear body armor in those instances for their safety and protection.

Once command officers have received their initial body armor, pursuant to this agreement, replacement body armor shall be specified in this agreement and shall be issued by the City when the body armor has reached the manufacturer's warranty or has become damaged or unserviceable. The mesh carriers shall also be replaced by the City when they become damaged or unserviceable.

ARTICLE XX - INSURANCE

Section 1: The Employer agrees to pay the monthly premium on Thirty Thousand (\$30,000) Dollars Group Life Insurance Coverage under the City's present plan and to provide One Hundred Thousand (\$100,000) Dollars False Arrest Insurance for each employee while on duty. The Employer further agrees to make available to the employees, at the employee's expense, the option to purchase an additional Sixty Thousand (\$60,000) Dollars of Group Life Insurance Coverage in \$30,000 increments, at the same cost paid by the Employer, provided the employees have the necessary participation to qualify them for the group rate.

Section 2:

Effective February 1, 2021, the Employer agrees to provide BCN-500 and BCN High Deductible Health Plan. Coverage levels under the BCN-500 plan are: Physician office calls - \$20 co-pay; Consulting Specialist office call - \$30 co-pay; UX/ER \$35/\$150 after deductible; Deductible - \$500/\$1000; Rx - \$6/\$25/\$50/\$80/20%, subject to unilateral changes made by the carrier. Coverage levels under the BCN High Deductible Health Plan are: Physician office calls - 100% after deductible; Consulting Specialist office call - 100% after deductible; UX/ER 100% after deductible; Deductible - \$2000/\$4000; Rx- \$6/\$25/\$50/\$80/20% after deductible, subject to unilateral changes made by the carrier. An insurance committee will meet annually by July 15th to discuss health insurance options, issues and concerns. The insurance committee

will include a representative from the union and city representatives. For coverage under the health insurance plan, effective February 1, 2022, the employer will pay a maximum amount up to the annual premium caps of \$7,304.51 for single, \$15,276.01 for two-person and \$19,921.45 for family coverage. Effective February 1, 2023 and in years subsequent the applicable caps will be adjusted based upon and consistent with the Michigan Department of Treasury Public Employer Contributions to Medical Benefit Plans Annual Cost Limitations notice. Employees will pay their share of the premium through payroll deduction. A medical flexible spending account program will continue to be available.

The Employer can provide comparable benefits through another insurance carrier licensed to do business in the State of Michigan.

- (a) An employee who can provide evidence of coverage and elects to opt out of the city health insurance plan, shall receive a monthly cash supplement equal to fifty (50%) percent of the total monthly premium paid by the city for the BCN-500 coverage (single, double, or family, which ever applied to the employee). Payments will be made through the regular payroll systems. Opt out can only occur during open enrollment. Re-enrollment can occur during open enrollment or if an involuntary loss of coverage occurs. In the situation where involuntary loss of coverage occurs, the employee shall notify the Department of Human Resources within five (5) working days of the event. An employee who previously dropped medical insurance to elect to opt-out shall be re-enrolled, as well as the employee's dependents, into the medical plan previously dropped. An employee who elected the opt-out at the time of hire may elect the type of medical insurance plan for which the employee and eligible dependents will be enrolled. Effective as soon as practicable after August 12, 2010, this fifty percent (50%) supplement will be changed to forty percent (40%).
 - (b) The Employer agrees to provide a retiree health insurance premium supplement effective from the attainment of age 50 through age 64. Entitlement to retiree health insurance premium supplement occurs only as a result of retirement or termination at minimum age 50 and at that time the employee accepts their retiree health benefits.
- i. (c) For employees in this bargaining unit as of June 30, 2014 who retire after June 30, 2014 at age 55 or older with at least 20 years of service, the benefit will be ninety percent (90%) of the premium that is charged to the city for single, two person (spouse included) or family coverage until the first of the month in which the employee reaches age 65. If an employee who retires after meeting the 55/20 requirement dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (the first day of the month the employee would have reached age 65) or the death of the spouse, whichever is earlier.
- For employees hired into or transferred into this bargaining unit after June 30, 2014 and who subsequently retire after June 30, 2014 at age 50 or older with at least 25 years of

service, the benefit will be eighty percent (80%) of the premium that is charged to the city for single, two person (spouse included) or family coverage until the first of the month in which the employee reaches age 65. If an employee who retires after meeting the 50/25 requirement dies before this 15 year benefit expires, this same benefit will continue for the deceased employee's spouse through the expiration date (the first day of the month the employee would have reached age 65) or the death of the spouse, whichever is earlier.

- i.. Health insurance provided retirees will continue to be the same insurance plan and coverage provided to active employees.
- (d) Effective July 1, 1998, the city shall provide the option of supplemental retiree health insurance to bargaining unit retirees who have continued health insurance coverage under a city group insurance program. The city shall maintain this supplemental coverage at the same level of benefits when compared to regular employee coverage in coordination with Medicare. The city shall have no obligation to pay any health insurance premiums for retired employees at age 65. The city shall make payments to the PPCOA supplemental retiree health insurance fund at a rate of \$4,400 for each member of the PPCOA on July 1 of the year. If a member of the PPCOA is promoted into a non-union command rank position, the city will continue to make a contribution for the former member until they retire or terminate employment with the city in instances where the union agrees to continue the retiree health coverage for that employee (to include Deputy Chief Blue and any retroactive payments owed since he promoted out of the union).

The association shall promptly notify the Finance Department of any changes to where the above payments are to be mailed.

It shall be the PPCOA's exclusive responsibility to administer this fund, to determine the amount of benefit payments, rules of eligibility, and to regulate and control this fund to appropriate financial standards.

Effective February 1, 2012 supplemental coverage under this section will no longer be provided by the city. Employees previously eligible for coverage under this section must secure supplemental insurance coverage through an independent source.

Section 3: The Employer agrees to provide Delta Dental group insurance, limited as follows: one hundred percent (100%) of treatment costs paid by Delta Dental on Class I Benefits (preventive, diagnostic, and emergency palliative); seventy-five percent (75%) on Class II Benefits (including radiographs, oral surgery, endodontics, periodontics, relines and repairs, minor and major restorative services); fifty percent (50%) on Class III (prosthodontics) and Class IV (orthodontics) Benefits. The maximum benefit shall be One Thousand Dollars (\$1,000.00) per person total per contract year on Class I, Class II and Class III services. Payment for Class IV benefits shall not exceed a lifetime maximum of One Thousand Dollars (\$1,000.00) per eligible person.

Section 4: 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 not less than two-thirds (2/3) of the employee's salary (calculated as of the time of the disability), with such disability payments commencing not later than ninety (90) work days [or eighteen (18) weeks] after the date of such non work related injury or illness. Said policy shall further provide that the provisions for two-thirds (2/3) of the 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 in excess of the two-thirds (2/3) of income provided by the carrier, notwithstanding any other provision of this Contract.

Section 5: THIS AGREEMENT Entered into this 22nd day of August, 1985, between the CITY OF PORTAGE, (hereinafter referred to as "City") and the PORTAGE POLICE COMMAND OFFICERS ASSOCIATION, (hereinafter referred to as the "Association").

In consideration of the promises made to each other contained in a collective bargaining agreement entered into on the 22nd day of August, 1985, to be effective July 1, 1985, and amended on January 24, 2012, the parties hereto agree as follows:

1. The Association will establish a Money Purchase Plan, (hereinafter referred to as "MPP") for its members.
2. That all of the members of the Association agree to withdraw from the defined benefit pension plan established for them by the City and give evidence of their consent.
3. Upon receipt of the consent of all members, the City will transfer funds to the MPP investment designate in accordance with the Pension and Group Services determination of fund assets dated 07/02/85 upon a schedule approved by the City and Union. Such schedule shall reflect any penalties charged for termination of the Bankers Life Contract.
4. The City will forward to the MPP investment designate the \$44,657.00 accrued employee contribution for the defined benefit pension plan year ending June 30, 1985, less the proportional amount allocated for two non-union police inspectors.
5. Future contributions to the MPP shall be paid by the City to the designated fund administrator on behalf of each bargaining unit member in accordance with the following:
 - a. Effective January 1, 2000, for bargaining unit employees hired by the city before January 1, 2012, the Employer shall contribute eighteen (18%) percent of the employee's base salary, specified in Appendix A, each year to this money purchase pension plan. For bargaining unit employees hired by the city on or after January 1, 2012 the Employer shall contribute ten (10%) percent of the employee's base salary, specified in Appendix A, each year to the money purchase pension plan.
 - b. The payment specified in subparagraph (a) above shall be made on a monthly basis, i.e, one-twelfth (1/12) of eighteen (18%) or one-twelfth (1/12) of ten (10%) percent, as defined above, of the employee's base salary shall be paid by the 15th of the month for the preceding month.
 - c. For employees who are not employed for the full month, the contribution in that instance will be prorated accordingly.

- d. The union will notify the Finance Department 14 days in advance of any change in the pension bank transit and account number.
6. MPP shall be established and administered by the Association.
7. The City shall have no responsibility whatsoever for the administration of the plan, including providing any payroll deduction services for voluntary employee contributions.
8. The City shall have no periodic reporting obligation to the union or trustee beyond what is required by law.
9. The defined benefit pension obligation of the City to any current unit employees shall be totally dissolved.
10. The City shall not be obligated to execute the MPP Document or the Trust Agreement Document.
11. The Association shall provide annually to the Finance Director of the City an annual financial report on the plan accompanied by an audit report prepared by an independent public accountant, following the normal annual audit performed on behalf of the PPCOA.
12. The Association, its officers and agents, hereby agree to indemnify and hold harmless the City, the City Council, its City Manager, Finance Director, Director of Public Safety - Police/Fire Chief, Director of Human Resources, and all other employees individually and collectively from and against any and all claims, loss, damages, expense, and liability arising from any aspect of the establishment and administration of said MPP.
13. Each employee who receives any form of monetary value under this concept shall execute an authorization form which releases the City and its agents, consultants and insurance companies from any and all further liability or claim, either past, present or future.
14. Any agreement reached shall be contingent upon the approval of the State of Michigan.
15. It is acknowledged that the MPP is in lieu of the defined benefit plan that was in effect prior to the inception of the MPP.
16. The Portage Police Command Association shall agree not to propose a supplemental defined benefit pension plan to supplement this money purchase plan for the duration of the existence of the Money Purchase Plan.
17. That if the Association, or its officers or agents, ever attempt to seek an increase in said contribution amount that the expense of such potential increase in said contribution amount shall be considered as part of any wages and/or salary bargained contemporaneously, paid to employees of the Association.
18. All expenses related to the plan conversion shall be paid from fund assets prior to the determination of individual allocation of assets.
19. The Association shall notify the City of any employee withdrawals from the defined contribution plan for purposes of coordinating with LTD and Worker's Compensation benefits.

This agreement is signed on behalf of the respective parties this 22nd day of August, 1985.
(Signatures on file)

20. It is agreed that a money purchase defined contribution pension plan shall be implemented in lieu of the defined benefit 55/25 plan effective July 1, 1985, in accordance with the terms and conditions as set forth in Appendix "C" which by this reference is made a part hereof.

- (a) Contributions to the "Money Purchase Plan" shall be paid by the City to the Money Purchase Plan investment designate on behalf of each officer on an annual basis in accordance with the following schedule:

Effective January 1, 2000, for bargaining unit employees hired by the city before January 1, 2012, the Employer shall contribute eighteen (18%) percent of the employee's base salary, specified in Appendix A, each year to this money purchase pension plan. For bargaining unit employees hired by the city on or after January 1, 2012 the Employer shall contribute ten (10%) percent of the employee's base salary, specified in Appendix A, each year to the money purchase pension plan.

- (b) The payment specified in subparagraph (a) above shall be made on a monthly basis, i.e., one-twelfth (1/12) of eighteen (18%) percent of the employee's base salary shall be paid monthly, by the fifteenth (15th) of each month for the preceding month.
- (c) For employees who are not employed for the full month, the contribution in that instance will be prorated accordingly.
- (d) The City will provide payroll deduction services for members wages to be placed in the members' pension account. The amount will be limited by the members' pension plan and Federal law. The City will deposit these funds into the members' pension plan on a monthly basis in accordance with State and Federal guidelines. Contributors will be paid for the current period, not a quarter in advance.
- (e) The union will notify the Finance Department 14 days in advance of any change in the pension bank transit and account number.

ARTICLE XXI - DRUG AND ALCOHOL POLICY

Purpose of Policy

The City of Portage is committed to the establishment and maintenance of a drug and alcohol free work environment. As the Police Department is charged with the responsibility of enforcing and administering various drug and alcohol laws and regulations it is critical that standards be established and maintained to guard against substance abuse within the Police Department. Parameters established with this policy ensure that the Portage Police Department will retain the respect of the community and at all times maintain and protect the integrity of Police Department personnel.

Policy Coverage

This policy shall be applicable to all employees of the City of Portage employed in the PPCOA bargaining unit.

Policy Content

1. Current Employees of Police Department

Employees of the Police Department are strictly prohibited from any statutorily defined illegal use, sale, manufacture or distribution of drugs, whether at work, or not at work, and during the entire course of their employment. On the job drinking, possession or ingestion of alcohol, drugs, or other controlled substances without a current valid prescription, or reporting to work while under the influence of alcohol, drugs, or other controlled substances without a current valid prescription is strictly prohibited on city time, premises, or equipment. The Director of Public Safety - Police/Fire Chief shall have final authority on these activities for undercover operations.

2. Reasonable Cause Testing

If management has reasonable cause to believe, based upon observation or information, that an employee, while present on city property and/or on duty for the city, is being influenced by the use of illegal or controlled drugs or alcohol, the following procedures would be used as appropriate to the circumstance.

- (A) The employee will be immediately placed on administrative leave with pay until notified of any disciplinary suspension or action resulting in cessation of pay. Promptly after placement on administrative leave, the employee will be given a hearing with the following persons present:
 - 1. Employee;
 - 2. Employee's Union representative, if applicable;
 - 3. Employee's supervisor; and
 - 4. Director of Public Safety - Police/Fire Chief, or designee.
- (B) The facts forming the basis for reasonable cause shall be disclosed to the employee at the commencement of the hearing and the employee shall, at the same time, be given the opportunity to explain his or her behavior or actions.
- (C) If it is determined by the Director of Public Safety - Police/Fire Chief, or designee, that the reasonable cause to believe is substantiated, the employee will be placed on administrative leave, with pay, pending the results of an appropriate test.
- (D) Said employee shall be required to submit to an immediate urine and/or breath test to determine whether or not the employee is under the influence of alcohol, a controlled substance, or illegal drug(s).
- (E) Such test shall be given pursuant to the testing procedure as outlined in this policy.
- (F) The employee shall submit to such test and release of test results to the city; failure to do so shall be a presumption that the employee has violated the Drug and Alcohol Policy. The employee will then be subject to disciplinary action, up to and including discharge.
- (G) After the test has been given and the results known, the employee:
 - (1) will be put back to work with full pay for time lost, should the test results be negative; or
 - (2) will be subject to discipline, up to and including discharge, should the test results be positive as indicated in paragraph #8 of this policy.

3. Random Testing

Within the Police Department positions exist which, by their very nature, expose employees assigned to said positions to illegal drugs and to persons who deal or use such illegal drugs. For the protection of employees working in these positions, the City of Portage will maintain a random drug testing program which shall apply to all employees represented by the PPCOA. The random drug testing procedure is as follows:

- (A) 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 once per month), 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 Director of Human Resources with the name(s) randomly selected. The Director of Public Safety - Police/Fire Chief, or designee, shall be notified of testing and either he or she, or designee, shall privately, on a one-on-one basis, notify the employee(s) that he or she has been selected for random testing and instruct said employee(s) to report for testing. If the randomly selected employee is not scheduled for duty or is absent from work that name will be dropped and the Director of Human Resources shall ask for another randomly selected alternate name. Once selected, the testing procedures shall be in accordance with the testing procedures contained in this policy.

4. 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 a 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.

5. Drug and Alcohol Cut-Off Levels

- (A) 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	2000 ng/ml	2000 ng/ml
- Morphine	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

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

6. Effect of a Confirmed Positive Drug or Alcohol Test

- (A) An employee who has a confirmed positive test for illegal or controlled drugs shall be subject to discipline up to and including discharge.
- (B) After a test showing a blood alcohol concentration of 0.04 or greater, the employee will be immediately removed from his or her assignment and will not be permitted to return to his or her assignment for at least twenty-four (24) hours (absent available sick or vacation leave, the time will be unpaid), and is subject to discipline up to and including discharge.
- (C) Any employee who returns to work following a confirmed positive drug or alcohol test shall be subject to unannounced follow-up testing for twelve (12) months.

7. Prescription Drug Use

An employee may possess and use a drug or controlled substance, provided such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

- (A) Should the employee's prescribing physician indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall notify the employer or supervisor.

8. Self-Recognized Substance Dependence

Should an employee recognize himself or herself to be substance dependent (including alcohol), and if he or she asks the Chief or designee for a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test), he or she will be granted a leave of absence (the employee must first exhaust his or her accrued sick leave, and may use vacation leave as part of the approved leave time) consistent with the city's FMLA policy, while under the care of a city-recognized rehabilitation program (the cost, if not covered by insurance, to be borne by the employee). Upon successfully completing the rehabilitation program, and/or upon passing an appropriate return-to-duty test, the employee will be returned to duty from said leave. After returning to duty, the employee will remain on probation for one (1) year during which time he or she must remain substance free, and will be subject to random unannounced testing at least once each three months in accordance with the testing procedures set forth in Section 5 of this policy. Should the employee test positive during the one (1) year probation period he or she shall be subject to disciplinary action up to and including discharge.

9. Policy Implementation

This Drug and Alcohol Policy was negotiated with the express intent that the entire Police Department is committed to the establishment of a drug and alcohol free work place.

ARTICLE XXII - MISCELLANEOUS

Section 1: Employees shall be expected to suggest meaningful ways of improving the quality and efficiency of the Police Department and to give their total support to new practices and procedures implemented by the Employer.

Section 2: 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, Portage Police Department Rules and Regulations, and applicable Administrative Orders of the City shall be applicable to employees within the bargaining unit unless such plans, rules, or orders have been specifically limited or abrogated by the terms and conditions of this Agreement.

Section 3: The clothing allowance for the Command Officers assigned to duties involving the utilization of civilian clothing shall be one thousand forty-six dollars & seventy-six cents (\$1046.76) per year paid on a bi-weekly basis (\$40.26 per pay period) provided that an officer is assigned to such duty for more than sixty (60) days each fiscal year. The Employer shall continue to assume the same responsibility for cleaning, laundry, and maintenance for all police officers as has been the practice immediately prior to the signing of the Agreement. The payment of the clothing allowance shall be subject to the rules and procedures outlined below. The payment shall never exceed \$1046.76 for any twelve month period. If the employee failed to complete sixty (60) days in the assignment, the employee agrees to pay back the full amount of the clothing allowance through a payroll deduction of \$50.00 per pay period. The clothing allowance plan is taxable.

Employees entering the assignment will be eligible to receive the clothing allowance on the payday following the first full pay period in assignment. Upon separation of employment, the benefit will be paid only if a full two-week period is due to the employee.

Section 4: The Employer shall give immediate notice to the Association of any change in the insurance coverage of the Employer as it affects the members of the Association.

Section 5: In the event of a vacancy for Lieutenant in the Portage Police Department a posting shall be placed on the board for internal applicants. Only those applicants who have completed two years of service as a Sergeant with the Portage Police Department will be eligible for promotional consideration. The posting, announcing the opening will include the date of the written examination, if necessary, and the applicable reading list.

- (a) The written examination will be a valid assessment for the position of Police Lieutenant and will be administered by the Department of Human Resources. The date of the test, if necessary, will not be sooner than 30 days following the posting of the vacancy announcement.
- (b) City of Portage Sergeants will only be required to pass the written examination for Lieutenant on one occasion in order to be considered for

future promotion to Lieutenant. Sergeants who have yet to satisfy the two years of service requirement, may take the test prior to completion of the two year period when given, but are ineligible for promotion consideration until after the two year requirement has been satisfied.

- (c) Tests will be scored and the results will be posted. There will be a five day rebuttal period following the posting of the scores. Rebuttals must be provided in writing to the Department of Human Resources within the rebuttal period. Those candidates who have passed the written examination will be presented to the Director of Public Safety - Police/Fire Chief for interview and selection.
- (d) Internal applicants will be given first consideration. In the event there are no internal applicants, the city shall conduct a public recruit for the vacant position.

Section 6: Employees in this bargaining unit will not smoke while on duty or while in a city vehicle, nor will bargaining unit employees be required to operate a vehicle in which smoking is allowed.

Section 7: The Command Officers agree to follow the Personnel Performance and Evaluation System as established in the Portage Police Department Order 200-11, dated July 17, 2002.

Section 8: The introduction of the 12-hour shift schedule is intended to neither add to or detract from the benefits, wages, conditions of employment contained in the July 1, 2019 Labor Agreement.

Section 9: Professional Standards – Training Sergeant

(a) Assignment: The assignment of a Sergeant to the *Professional Standards – Training Sergeant* position shall be made by the Employer on the basis of qualifications and ability as determined by the Public Safety Director – Police/Fire Chief.

This assignment shall be for a period of up to thirty-six (36) months outside of the patrol division. As determined by the Public Safety Director, this assignment may be extended up to an additional twelve (12) months for a maximum of forty-eight (48) months.

The *Professional Standards – Training Sergeant* position is not a promotion and there shall be no change in rate of pay for this assignment. .

In no case shall this assignment be given to an employee with less than two (2) years' seniority within the Portage Department of Public Safety Sergeant rank.

(b) Selection:

All qualified candidates who have expressed interest in the *Professional Standards – Training Sergeant* position will be interviewed by a panel appointed by the Public Safety Director.

Based on the interview and the overall qualifications of the candidate, the interview panel will provide a recommendation to the Public Safety Director who will then select the candidate to fill the position.

The Public Safety Director will make the final determination of the need to continue, discontinue, or eliminate the *Professional Standards – Training Sergeant* assignment.

(c) Miscellaneous:

In the event the current holder of the *Professional Standards – Training Sergeant* position is not interested in requesting an extension to remain in that assignment or in the event of a vacancy where there are no applicants for that position – the Public Safety Director will make an assignment from the current Sergeants ranks.

The Public Safety Director reserves the right to temporarily re-assign the *Professional Standards-Training Sergeant* back to the patrol division in times of emergencies, staffing shortages, or other extenuating circumstances that may require a temporary reassignment.

ARTICLE XXIII - DURATION

This Agreement shall become and is retroactively effective as of the first day of July, 2021 and shall remain in full force and effect through the thirtieth day of June, 2023 and from year to year thereafter unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the thirtieth day of June, 2023, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

COMMAND OFFICERS ASSOCIATION

CITY OF PORTAGE

Michael Collier, President Date

Patricia Randall, Mayor Date

Joe McDonnell, Secretary Date

Erica Eklov, City Clerk Date

Minutes of Boards & Commissions

Portage Senior Citizens (PSC) Advisory Board

Minutes: December 15, 2021

Call to order:

Chairperson Doug Gilchrist called the meeting to order at 2:35 PM.

In Attendance:

Doug Gilchrist (Chairperson)
Larry Smith (Vice Chairperson)
Joe Magalski (Secretary)
Trudy Riker
Art Roberts
Linda Zoeller
John Lobo
Bill Wieringa
Sharon White
Jean Balazs
Ashlyn Haigh - Youth Advisory Committee

Absent:

Linda Clampi - Excused
Genevieve Kim (Youth Advisory Committee) - Excused

Senior Center Staff Present:

Kim Phillips

The minutes for the Nov 17, 2021 meeting were approved with the following correction with Bill moving and Art seconding:

- Under Advisory Board comments, change Art's comment to indicate that the Kalamazoo community foundation is looking for new BOARD members.

Travel Program, Trudy:

- The punch cards are being discontinued as of Jan 1 and is being replaced by an online system.
- The April pre-trip review gathering is still on hold.
- The day trip to Turkeyville went well.
- There are still openings for the December trip to the casino.

Legislative Update, Art:

- Rep Julie Rogers will be hosting a coffee hour meeting.

Friends of PSC Board Update, Trudy:

- They haven't met yet in December.
- In January, their meeting will include a retreat.
- The fall appeal communication was sent out, the goal is \$10,000 and it is going well.
- They are looking for new board members.

Youth Advisory Board, Ashlyn:

- They are working on holiday baskets for those in need.

Managers Report, Kim:

- The needlers group collected mittens and gloves and then passed out over 2,000 items.
- United Health Care is in the process getting approval so it's members can receive Portage Senior Center members for free (as part of their health care).
- The PSC is looking into a culinary program partnership with KVCC.
- The Monthly Operations Report for November was provided.
- A "fitness sampler" event took place where members could learn more about the fitness classes offered. It went well with about 40 people attending.
- As part of the Accreditation program, improvements that were suggested are being evaluated.
- The PSC is looking into taking on more of a leadership role with the Kalamazoo Area on Agency programs like the holiday baskets.

Old Business, Kim:

- Update on current status of Senior Center
 - The library has opened up some parking spaces for the Senior Center to use while their construction continues.
- PSC Construction Update
 - Construction continues to go well on the new building.
 - The contractor continue to experience supply chain issues but "spring" is still the completion date.
 - The PSC is starting to discuss the grand opening and ribbon cutting.
 - Kim will be providing a tour this Friday to Sean McCann, Charles Zhang, and some others from the city of Portage.
 - The fundraising goal has been met but donations are still being accepted.
 - Kim mentioned that the outside lighting will be LED and the colors can be changed via a computer program.

New Business:

- PSC Fee Increases.

- City Council has approved increasing member fees. Kim noted that it has been over 15 years since membership fees have increased and that the fee increase is not directly related to the new building. The fees effective March 1, 2022 will be as follows:
 - Annual Membership, Resident, \$30 (formerly \$25)
 - Annual Membership, Non-Resident, \$40 (formerly \$35)
 - Lifetime Membership, \$300 (formerly \$250)

Activity Reminders

- Nothing to report

Citizen comments:

- N/A

Advisory Board Comments:

- Sharon - she is glad to be back after her recent illness. She provided some cheesecake desert after the meeting - thanks Sharon! She also wondered how we could help the Kentucky tornado victims - Kim was going to check with the Needler group to see if they had any items they could donate.
- Joe / Linda Z / Ashlyn / Doug / Larry - wished everyone a Merry Christmas and Happy New Year
- Trudy - The Shepherd Center (contact info - 269-383-1122 or shepctrkal@sbcglobal.net) provides transportation to appointments for those in need. They are looking for volunteer drivers.
- Art - mentioned the Osher Life-Long Learning classes.
- Larry - thanked Dawn for all of her work on the Accreditation process.

Doug adjourned the meeting at 3:17 pm.

Next meeting: Wednesday, January 19 at 2:30 PM.

CITY OF PORTAGE PLANNING COMMISSION

Thursday, December 16, 2021

7:00 PM Portage

City Hall Council Chambers

The City of Portage Planning Commission meeting of December 16, 2021 was called to order by Chairman Corradini at 7:00 p.m.

IN ATTENDANCE

Eric Feldt, City Planner;
Daniel Harrington, City Planner; and
Roxanne Seeber (in place of Catherine Kaufman), City Attorney.

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Joshi (excused); Fries (yes); Pezzoli (yes); Baldwin (yes); Adams (absent); O'Dell (yes); Youngs (yes); and Freiman (yes).

Commissioner O'Dell made a motion to excuse Vice Chair Joshi from the meeting. Motion is supported by Commissioner Baldwin. Motion passes unanimously.

APPROVAL OF MINUTES:

A motion was made by Commissioner Youngs, supported by Commissioner Baldwin to approve the December 2, 2021 meeting minutes. The motion was approved unanimously.

New Business:

Site Plan 10749 Andrews Street. Mr. Feldt explained pursuant to Sec 42-121(B)(1)(b)(3) of the zoning code, the owner of the subject property requests Planning Commission approval to exceed the maximum allowed floor area for additional accessory buildings. The owner seeks approval for one of two development options: 1) an RV carport and a pole barn, or 2) expand existing pole barn and add an RV carport. Mr. Feldt explained the sizes of each buildings/ structures and showed maps with approx. locations to the Commission. Mr. Feldt described the neighborhood and subject site. He also indicated that public notice was provided in the local newspaper and mailings were sent to nearby property owners. Further. Mr. Feldt indicated that the applicant spoke to the neighbor to the south, which is the closest to the proposed development request, whom was supportive of development Option 2. Mr. Feldt indicated that staff recommends denial of the request for both options because staff finds that it would result in unusually-large building massing and, therefore, negatively impacting the neighbor to the south (10711 Andrew Street). If approval is granted, staff recommends a condition ensuring all accessory buildings and items inside are not used for commercial purposes. Mr. Feldt indicated that staff developed an alternative site design that would be supported by staff and result in the requested size by the applicant. Mr. Feldt stated that the applicant did not support staff's alternative because it would result in the following issues: damage to the low-lying grass lawn through frequent driving in/ out of pole barn and proposed buildings, inhibit full access around and into/ out of existing and proposed accessory buildings, and reduce existing trees and vegetation that would otherwise provide a natural screening.

Chair Corradini asked how many neighbors were notified. The applicant stated that one neighbor was contacted.

Chair Corradini stated that he did not see any issue with the plan and asked why the city wants to deny. Mr. Feldt explains that the overall size of the accessory building is unusually large and visible from the neighbor's home to the south (10711 Andrews St.) and, therefore, would result in a negative impact.

Chair Corradini asked why the city proposed a different option. Mr. Feldt stated that since staff is recommending denial, staff discussed alternatives with the applicant which would be supported by staff. Only one alternative was noted in the report. Mr. Feldt explained another alternative which supported Option 1 or 2 with additional landscape trees planted between the southern property line and existing pole barn. Mr. Feldt stated that the trees would 'soften' the views of the large pole barn/ accessory buildings close to view of the neighbor to the south (10711 Andrews Street). The applicant stated that he did not support this alternative as it would block vehicular access around the pole barn to avoid the low lying around in front of the pole barn, and the applicant does not like the recommended tree types proposed by staff.

Commissioner Youngs stated that the property seems maintained and that there is wooded area between some neighbors. He continued that there may be issues with moving the RV carport and that option number one appears best. Commissioner Pezzoli stated preference for Option 2. Commissioner Fries stated that these decisions by staff discourage people to live in Portage. Commissioner Baldwin stated that Option 2 is supported by the applicant and the neighbor and, that she does not see why he cannot do what he wants to do.

Commissioner Freiman asked what the long term negative impact will be. Mr. Feldt explained that this decision will affect future property owners who may not accept this development. Chair Corradini stated that the long term impact does not seem like a serious issue and that a fence would resolve any issue.

Commissioner O'Dell asked what the purpose of the recommended condition is. Mr. Feldt stated that the condition is also in code and it reaffirms standards in place.

Chair Corradini continued to ask the last time an accessory building was denied. Mr. Feldt stated that he can find the answer.

Commissioner Fries stated that the city needs to work with citizens rather than applying the same criteria for different properties. Mr. Feldt stated that flexibility is applied in Portage compared to other cities. Commissioner Youngs stated that perhaps the limitations for a lot should be based on the size of the lot and that flexibility is important. O'Dell stated that the commission is applying flexibility. Commissioner Fries stated that he does not see the code as very flexible.

Applicant, Brian Davis, 10749 Andrews, explained that the size of the building was a consideration. He stated that he is not certain about which option is the best. Commissioner Fries asked what the option that he wants is. Applicant stated adding the addition to the current building is desired. Commissioner Fries asked if electricity is needed for the structure. Applicant stated he will not need electricity. Commissioner Fries asked if the height will be 10 feet to the truss. Applicant stated 10 feet to the first truss. Commissioner Fries asked about the roof pitch. The applicant stated his intent was to keep the building smaller so the neighbors are not upset. Commissioner Youngs asked if applicant expands the pole barn, will he be able to match the siding. Chair Corradini asked the applicant if Option 2 is desired and how long he has lived in the house. Applicant stated that Option 2 is desired and that he has lived there since September 2014 and his plan is to stay.

Commissioner Freiman motioned to approve option 2. Chair Corradini supported the motion. Upon roll call vote: Chairman Corradini (yes); Fries (yes); Pezzoli (yes); Baldwin (yes); O'Dell (yes); Youngs (yes); and Freiman (yes).

Master Plan Update. Mr. Feldt presented a Master Plan update and stated only one proposal was received from consultants. A new RFP has been recently re-circulated and asked for consultant to indicate an overall project fee. Proposals will now due on January 17th. Updating the City's Master Plan is still expected to start early next year. Commissioner Fries asked for the number of RFP's sent out and why so few RFP's were received. Mr. Feldt responded that consultants were initially strained by COVID and are now busy.

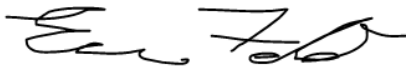
STATEMENT OF CITIZENS/COMMISSIONERS

Commissioner Youngs wished everyone a Merry Christmas. Commissioner Fries stated that he hoped this meeting was helpful for developing the new master plan. Chair Corradini thanked everyone.

ADJOURNMENT:

There being no further business to come before the Commission, Chairman Corradini adjourned the meeting at 8:26 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Eric Feldt', with a stylized, cursive script.

Eric Feldt, AICP, CFM
City Planner/Project Manager

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of the Meeting – January 20, 2022

CALL TO ORDER: The City of Portage Special Human Services Board meeting of January 20, 2022 was called to order by Chairperson Spalvieri at 6:02 p.m. in Conference Room 1, Portage City Hall, 7900 S. Westnedge Avenue. Spalvieri welcomed new HSB member Monica Lloyd to the HSB and Riley Thomas (Youth Advisory Committee).

MEMBERS PRESENT: Chair Fiorella Spalvieri, Barbara Sagara, Effie Kokkinos, John Dillworth, Brooke Kolodzieczyk, Monica Lloyd and Riley Thomas (YAC)

MEMBERS EXCUSED: Vice Chair Stephanie Upshaw & Jihan Young. Kolodzieczyk made a motion to excuse these members, Lloyd supported and it was unanimously approved 6-0.

MEMBERS ABSENT: Erin Tornello

STAFF PRESENT: Tina Perry, Neighborhood & Housing Specialist, Daniel Harrington, City Planner/GIS.

APPROVAL OF MINUTES: The minutes of October 7, 2021 were approved by a motion by Sagara, Kolodzieczyk supported the motion and it was unanimously approved 6-0.

The minutes of December 2, 2021 were approved by a motion by Kokkinos, Sagara supported the motion and it was unanimously approved 6-0.

PUBLIC HEARINGS: None

NEW BUSINESS: FY 2022-2023 Human/Public Service Grant Applications Discussion began with a thank you by staff for everyone's on time submissions of their application rankings. Perry provided a spreadsheet showing HSB separate from staff rankings. Lloyd assisted in manipulating the sheets view to show ranking in order and better able to compare HSB and staff rankings. Discussion included modifications to the evaluation form for next year's use; an ongoing effort. Harrington created and explained multiple graphs that analyzed previous, current and proposed program funding, and cost per unit of service; previous, current and proposed Portage residents served; current accomplishment data received from completion of the first half of the current fiscal year, as well as a chart of staff's draft of proposed funding. HSB members shared a wealth of knowledge about cost/unit and quality of services; discussion about monitoring of organizations to assure proper tracking of Portage residents. Staff suggested possibility of custom reporting forms for organizations may be included in their contracts.

Perry suggested moving some of the Emergency program by PCC from the General Fund into the CDBG fund, where it was also requested resulting in fully funding the CDBG program and opening up more room for funding in the General Fund area. HSB needed to identify \$32,882 in reductions to fully fund the General Fund area. HSB began allocating funding to organizations utilizing a spreadsheet. This generated individual program discussion, ideas and some questions. Kalamazoo YFC was discussed in regards to its 2019 recommended allocation where City council rejected it due to the conflict with the spirit and intent of the City of Portage's Non-Discrimination ordinance. Perry had at length discussion with KYFC and the non-discrimination policy where they indicated by signing their

application that they agree to abide by it and serve all persons that want to participate. Thomas provided helpful information about the gaming equipment they propose. The draft allocation of funding continued though was not finalized at this meeting. Perry was asked to follow up with PCC for additional information on the proposed Community Collaboration and other proposed programs.

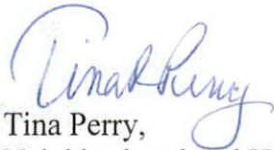
OLD BUSINESS: None

STATEMENTS OF CITIZENS: None

ADJOURNMENT:

Dillworth made a motion to table finalization of funding until the next meeting on February 3, 2022. Kolodzieczyk supported the motion and it was unanimously approved 6-0. Meeting was adjourned at 8:08 p.m.

Respectfully Submitted,



Tina Perry,
Neighborhood and Housing Specialist

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CITY OF PORTAGE PLANNING COMMISSION

Thursday, January 20, 2022

7:00 PM Portage

City Hall Council Chambers

The City of Portage Planning Commission meeting of January 20, 2022 was called to order by Chairman Corradini at 7:00 p.m.

IN ATTENDANCE

Eric Feldt, City Planner
Daniel Harrington, City Planner
Catherine Kaufman, City Attorney

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Joshi (yes); Fries (yes); Pezzoli (yes); Baldwin (yes); Adams (yes); O'Dell (yes); Youngs (absent); and Freiman (absent).

Commissioner Baldwin made a motion to excuse Commissioners Youngs and Freiman from the meeting. Motion is supported by Commissioner Pezzoli. Motion passes unanimously.

APPROVAL OF MINUTES:

A motion was made by Commissioner Pezzoli, supported by Commissioner Baldwin to approve the December 16, 2021 meeting minutes. The motion was approved unanimously.

PUBLIC HEARINGS

A Tentative Plan Amendment to modify the previously-approved Streamsong Phase 3 residential condominium development; 715 W. Osterhout Avenue.

Mr. Feldt explained that pursuant to Sec 42-375 *Plan review and approved (Planned Development)*, the developer seeks a Planned Development amendment to Phase 3 of the Tentative Plan Streamsong Planned Development consisting of two changes: 1) split off a 1.4 acre area of the northeast corner to facilitate a future single family house; and 2) allow 13-housing units to have a 3rd-car garage. He presented and described the originally approved 2017 Tentative Plan of Streamsong Planned Development consisting of 102 units of mixed housing styles, such as detached and attached, and new interior streets and utilities, and preservation of open space including wetlands. Mr. Feldt also stated that a subsequent Tentative Plan amendment was approved which allowed a reduction of minimum housing sizes for a portion of the overall housing units, and that minor changes approved by staff were also approved such as reducing the overall housing unit count from 102 to 97. He indicated that Streamsong Phases 1 and 2 are nearing completion and showed various pictures of development. Pictures of Phase 3 were also shown, indicated areas of recent site clearing. Mr. Feldt concluded his presentation by reading aloud the 'Recommendation' portion of the staff report which informed the Commissioners that they may request additional public hearing at a future Commission meeting to ensure they have sufficient information and material to make their decision of a recommendation to City Council, or the Commission may waive a second hearing and give a recommendation to the City Council in support of the Streamsong Tentative Plan amendment.

Vice Chair Joshi wanted clarification that there are no plans to disturb the wetlands. Mr. Feldt confirmed that was accurate.

Commissioner Adams wanted to know how much increase in lot coverage would result when adding a 3rd-car garage for 13 future houses. Mr. Feldt said that information has not been provided but would provide that information for the Commission at a later date.

Pat Flanagan, Ingersoll, Watson & McMachen, Inc. (Applicant's representative, Project Engineer). Mr. Flanagan indicated that the developer was unavailable to attend the Planning Commission meeting. Mr. Flanagan described the project, density levels, needing to clear vegetation for the future phase 3 construction, wetland areas, the 3rd-car garage proposal, and the proposed 1.4 acre lot split. He also explained that a wetland delineation was established for the original project in 2017, which included establishing a 'conservative wetland' line that is uphill of the actual wetland line. He stated that there is no proposed work or fill within the wetland area. Mr. Flanagan described the development of the future 1.4 acre lot and indicated that he doesn't know if the house will be 1 or 2-story, but due to topography, the house may have a walk-out basement and look like a 2-story house. Further, he said that tree removal would be minimal for the installation of the driveway and house. The house would be set back far from W. Osterhout Avenue.

Chair Corradini asked how far back from W. Osterhout Ave. would the future house of the 1.4 acre separate lot be located. Mr. Flanagan stated 250' to 300' from the centerline of that road.

Chair Corradini asked about the housing demand for Phase 3. Mr. Flanagan said there is demand and that the development would be primarily for couples with no kids and single persons.

Public Comments

Chris Rasler, 720 W. Osterhout Ave. Mr. Rasler had concerns about the size of garage and wetlands disturbance from the proposed 1.4 acre lot future development of a house and driveway. He also had concerns that wetlands have already been disturbed with dirt during construction of the project. He stated that he encouraged the Commissioners to visit the site to view the construction, property limits, recent clearing, and wetland areas. Mr. Rasler was concerned about the development continuing to remove wildlife habitat resulting in deer and other animals moving into developed areas. He also pointed out areas of suspected wetland fill on the proposed Tentative Plan layout. Further, he was concerned about loss of natural vegetation as a result of development occurring throughout the city. Mr. Rasler did not think there was enough room to install a driveway and house on the future 1.4 acre lot without affecting nearby wetlands.

Dave Hoeksema, 443 W. Osterhout Ave. Mr. Hoeksema also encouraged the Commission to walk the site to see conditions and the environment of the site. He indicated that he isn't against having a house next door, but he didn't think the area of the future 1.4 acre lot was buildable.

Michele Rasler, 720 W. Osterhout Ave. Ms. Rasler indicated that she and her husband enjoy views of the forested areas and wildlife nearby, and that the proposal will displace animals. She was concerned that displace wildlife will be coming closer to residential areas. She asked why the Commission and staff was so concerned about preserving trees for the 1.4 acre lot split when the main area of Streamsong Planned Development was previously clear cut. She indicated that she saw the original plan showing preserved trees as a buffer to adjacent properties. Ms. Rasler was concerned that this buffer is being removed. She further stated that this change results in a complete different project as compared to the original plan from

what they were told. She also wanted more transparency about the project, and to have the required public mailing for the project provide specific details. Due to the shortness of the public mailing letter, she felt that it created a burden to those without computers, those who can't navigate the City's website well, and older age demographics.

Mr. Flanagan indicated he appreciates the neighborhoods concerns. He explained a brief story about living near an airport and thinking it would affect the house, but watching the overhead plans was enjoyable for the kids. He thought that story was relevant as he indicated things aren't as bad as they may seem. He addressed some of the neighborhood's concerns about the development of the future 1.4 acre lot and reiterated the ability to develop that site. Further, he described the setback distances between the house and wetlands, and the use of silt fences to protect wetlands. Mr. Flanagan indicated that trees will be removed for development, and that fewer trees will be removed for the future house and driveway of the future lot. He stated that there is a green line on the Tentative Plan drawing showing a tree removal limit that is approx. 20'-25' behind the houses, parallel of W. Osterhout Ave. Further, he stated that he is not aware of any wetland fill. He stated that the contractors of the Streamsong Planned Development created a large stock pile of soil on the future roadway of ph. 3 and cleared some trees two years ago.

Chair Corradini asked Mr. Flanagan to clarify that all utilities for the future 1.4 acre lot would come from W. Osterhout Ave. Mr. Flanagan said that that is correct.

Mr. Flanagan confirmed that the future house on this lot would be located approximately 300' back from the centerline of W. Osterhout Ave. And that the width between the eastern property line and conservative wetland is about 105 feet, which is where the future house would be located. He also stated that an R-1C zoning district lot in Portage is 100 feet wide, generally.

Commissioner O'Dell asked Mr. Flanagan if the wetland is still staked in the field. Mr. Flanagan said no but it was flagged with a survey in April 2017 and then mapped. The flags have been removed.

Commissioner O'Dell then asked if the clearing limits have been staked and are those limits are outside of the wetlands.

Mr. Flanagan indicated yes for both, and indicated that the clearing limits are shown as a green line on the plans. He further stated that wetlands are generally recognizable as being wet, different soil condition, and different vegetation types.

Commissioner O'Dell asked Mr. Flanagan if there are any current soil erosion permits for the Streamsong Planned Development from the City.

Mr. Flanagan indicated that there was a soil erosion issue for Ph. 2 along the south edge, where the City was concerned about erosion was getting past the silt fence and asked the contractor to address it. Mr. Flanagan alluded that no further action was needed.

Commissioner O'Dell asked Mr. Feldt if there are any soil erosion concerns on site.

Mr. Feldt is not aware as he indicated he is not assigned staff for that issue, but informed the Commission that he was research and relay any soil erosion permits and any issues regarding that to the Commission.

Commissioner O'Dell asked Mr. Flanagan to address the neighborhood concern about the screening buffer along W. Osterhout Ave. He indicated that the plans didn't show any landscaping in this area. Mr. Flanagan indicated that the Tentative Plan shows a small strip of land in this area where trees would be retained, and that conifer trees would be planted in this area to make it look better for residences along

both sides of the W. Osterhout Ave. He said that he looked into establishing an earth berm with trees but concluded that there is insufficient room for the needed sloping of the berm.

Catherine Kaufman, City Attorney, asked Mr. Flanagan how long is the wetland delineation good for and any requirements under EGLE [Michigan Department Environment Great Lakes, and Energy (EGLE)], given that the latest delineation was established in 2017 and that wetlands do change over time and that the subject wetlands may have changed resulting from the Streamsong Planned Development construction. Mr. Flanagan indicated that he thought the wetland delineation was done in 2017, flagged in April in 2017. He did confirm that wetlands may change over time.

Ms. Kaufman indicated that identifying wetlands is not always obvious due to varying vegetation.

Chair Corradini asked Mr. Flanagan what is the distance between the back of condo units #74-81 and W. Osterhout Ave.

Mr. Flanagan indicated generally 90 feet away from the centerline of W. Osterhout Ave roadway, 40 feet for the half right-of-way, and 40 feet back yard setback.

Chair Corradini asked Mr. Flanagan to address the new driveway in the area of unit 81.

Mr. Flanagan indicated that it is a required emergency access drive by the City Fire Department, and that the City might allow in the future to be replaced by the shown condo unit 81. The unit could be established once the existing westerly emergency access driveway within Ph. 1 Streamsong Planned Development is connected to the future expansions of the Stateland Park neighborhood located to the further west.

Chair Corradini then confirmed that if and when that connection is made and unit 81 is built, the only public access into Streamsong Planned Development is the existing one.

Mr. Flanagan indicated yes.

Commissioner Adams asked Mr. Flanagan if the Tentative Plan amendment is approved, when will you plan on moving dirt on the 1.4 acre property.

Mr. Flanagan estimated 2022 or 2023, and he is not involved in the marketing or selling.

Commission Adams also asked Mr. Flanagan to confirm that no construction would likely start for at least a few months.

Mr. Flanagan indicated that is correct and that a land division process would be required by the City and take a few weeks.

Commission Fries commended the developer's past efforts and asked if the conservative wetland line would be similar to an ordinary high water mark on a lake.

Mr. Flanagan indicated that it is different and explained that the wetland is based on plans, soils, and groundwater. He indicated that he could go to the site and meet residents to report information about the wetlands and report back to City staff.

Chair Corradini asked Mr. Flanagan if the retention basin shown near Janelle Court will be the only one for the whole complex and does the whole stormwater in the area go to only that one.

Mr. Flanagan indicated that that basin is only for Ph. 1 & 2 and part of Ph. 3. Some of Ph 1 stormwater goes into a large perforated pipe that drains into an underground stone bed, and part of Ph. 3 will also go into a similar stormwater feature. He indicated that that type of feature has to be approved by EGLE and the City. The Ph. 3 feature hasn't been finalized yet.

Commissioner Adams asked Mr. Flanagan if the wetland lines on the Tentative Plan were from the wetland flags or from a different source.

Mr. Flanagan confirmed that it was from the wetland flags.

Mr. Rasler indicated that the emergence access drive connecting to W. Osterhout Ave. comes out in front of his driveway, and asked if it would be gated.

Mr. Flanagan indicated it would be gated.

Mr. Rasler indicated that traffic has become terrible along W. Osterhout Ave. and called the Police Dept. to lower traffic speeds. He asked Mr. Flanagan if stakes have been laid for the development of the future 1.4 acre lot.

Mr. Flanagan indicated that it has not been staked. Mr. Rasler had concerns about rainwater filling up more wetlands within the Streamsong Planned Development. He also wanted to know the dimensions of the future house. Mr. Flanagan indicated that the submitted plan is just a diagram but indicated a dimension of plus/ minus 34 feet x plus/ minus 56 feet, including the garage. He indicated that the basement elevation would be built above the high ground water in the area. Mr. Flanagan indicated that the house would be roughly 26 feet away from the conservative wetland line.

Mr. Rasler indicated that this development should be staked as he had concerns that it would be on wetlands.

Chair Corradini reiterated that Mr. Flanagan offered to go out to the site and meet people there to view site conditions.

Mr. Rasler reiterated that the Tentative Plan amendment will affect wildlife and to preserve land for wildlife. He also indicated that there is a wooded buffer between the southside of W. Osterhout Ave. and the Streamsong condo club house. But trees were removed in this area across from his house except for two large trees. He also described that some trees further east were removed.

Mr. Flanagan indicated that through his past experience that the submitted development plan of the 1.4 lot is accurate and to scale.

Mr. Flanagan indicated that there is a powerpole located by the northeast corner property line that will remain, if the development of the 1.4 acre lot is allowed.

Mr. Rasler reiterated his concerns about the trees required to be preserved within the buffer located south of W. Osterhout Ave. have been removed and results in no buffer. He further indicated that this results in an open viewshed of the back of houses within Ph. 3 Streamsong Planned Development resulting in no privacy. He also indicated that he would not have bought his house knowing that condos would be built across the street from him. Further, he said that this is different from what was shown in the original Tentative Plan and changes in expectations of the development.

Mr. Hoeksema indicated that there is a City storm drain that empties into the wetlands, causing water fluctuation within the wetlands.

MOTION MADE BY VICE CHAIR JOSHI to adjourn the public hearing to February 3rd, 2022 for A Tentative Plan Amendment to modify the previously-approved Streamsong Phase 3 residential condominium development; 715 W. Osterhout Avenue. Seconded by Commission Baldwin. Chair Corradini asked for a voice vote on the motion. Motion passes unanimously.

Chair Corradini indicated that he commended Mr. Flanagan for inviting the neighbors to walk and view the site. He also wanted to personally walk the site and encouraged other Commissioners to do so.

Vice Chair Joshi asked to view the public mailing notice to address citizen concerns.

Mr. Feldt indicated that he did not have the actual notice with him, but that the notice sent out was consistent with past practices. He also indicated that the project description is typically brief, having a primary purpose of informing the public about the project, where the project will be discussed by the Planning Commission, and how public testimony can be provided. He indicated that staff will bring a copy of the public notice to the 2/3/22 Planning Commission meeting.

Commissioner Adams asked Mr. Feldt what is the required side yard setback for the Streamsong Planned Development.

Mr. Feldt indicated that he does not believe there is a setback from wetlands. He indicated that the project narrative indicated that there is a proposed 40-foot building setback from the perimeter property line, a minimum 20 feet between buildings, and a minimum 25 feet between the back of curb of the internal street and front of dwelling. He indicated that these distances are specific to the Streamsong Planned Development.

Commissioner Adams stated that if the 40 feet setback applies along the eastern perimeter property, the developer will need to shift the future house on the proposed 1.4 acre.

Mr. Feldt indicated that the submitted project material shows that the future house would meet the R-1C side yard setback.

Commissioner Adams then asked Mr. Feldt to confirm that if the 1.4 acre lot remains within the Streamsong Planned Development that the future house would need to meet the 40-foot building setback.

Mr. Feldt concurred.

Commissioner Adams stated that the drawing shows the future house being 20 feet away from the eastern property line.

Mr. Feldt indicated that the developer would have to address the applicable 40-foot setback of the Planned Development.

Mr. Flanagan then clarified that the submitted material within the Tentative Plan amendment indicates that the proposed 1.4 acre lot and future house would meet the R-1C zoning district standards which requires a 12-foot side yard setback.

Commissioner Adams indicated that the Streamsong Planned Development would need to be modified to have the future 1.4 lot be held to the R-1C standards instead of the underlying Planned Development standards.

Mr. Flanagan indicated that that is the intent of the subject proposal.

Mr. Hoeksema handed a copy of the requested public notice mailing letter to Chair Corradini, which was originally requested by Vice Chair Joshi. Mr. Hoeksema had concerns that the public notice was not handled similarly to past notices.

Vice Chair Joshi thanked the neighbors for attending the meeting and providing public testimony.

Commissioner Adams indicated that if the Commission supports the Tentative Plan Amendment, he supports the future 1.4 acre lot be rezoned to R-1C as being inconsistent with the rest of the Streamsong Planned Development and isn't in character with the rest of the Planned Development and, is much more in character with the R-1C district.

Chair Corradini indicated that he also liked seeing neighborhood participation with projects in front of the Commission.

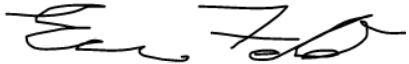
STATEMENT OF CITIZENS/COMMISSIONERS

Chair Corradini asked Mr. Feldt for any updates about the Master Plan. Mr. Feldt indicated no.

ADJOURNMENT:

There being no further business to come before the Commission, Chairman Corradini adjourned the meeting at 8:38 p.m.

Respectfully submitted,

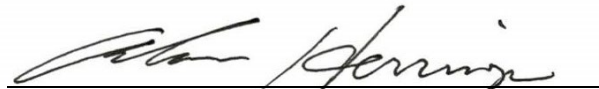
A handwritten signature in black ink, appearing to read "Eric Feldt". The signature is stylized with a large "E" and "F".

Eric Feldt, AICP, CFM
City Planner/Project Manager

MATERIALS TRANSMITTED

Thursday, January 20, 2022

1. Communication from the Acting City Manager regarding additional information regarding City Manager recruitment search firms – Information Only.



Adam Herring, Acting City Manager

cc Michael Carroll, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Additional information regarding City Manager recruitment search firms

Yesterday, Director of Human Resources Shannon Hertz received a follow-up email and slides from Ryan Cotton at GovHR USA, one of the search firms that is interested in assisting with the recruitment of a new City Manager. His email and the slides are attached here for your information.

Additionally, Deputy City Manager Michael Carroll received a question today from a councilmember regarding another of the search firms that was interviewed. That question and its response are listed below for your information.

Q: What are the qualifications and experience of Walsh Municipal Services' IT/social media employee?

Response from Frank Walsh: "I have a person who owns his own website and social media company. I use Jacob for my website and IT. I have another team member who is highly invested in the social media presence. She does Facebook, Indeed, LinkedIn, Glass Door and my own social media outlets. We cover the social media extremely well. She is 27, and knows the social media world."

Enclosures

Shannon Hertz

From: Ryan Cotton <rcotton@govhrusa.com>
Sent: Wednesday, January 19, 2022 7:28 PM
To: Shannon Hertz <hertz@portagemi.gov>
Subject: Thank you

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.

Hi Shannon,

Thank you for inviting GovHR USA to present last night. I valued my service to Portage in 2020 when we worked together on the Director of Development Services position. I look forward to new opportunities to find talent.

I have no doubt that we would be able to suggest a wide range of candidates that would fit the desired profile. See the attached slide that showed between 57 and 90 candidates per recent position searched.

I am assuming the City Council is looking for a longer-term fit that in the past given the one question. See the attached slide that shows low turnover.

If any internal candidates apply, we have the resources and capacity to enable the City Council to make their best decision via an Assessment Center process.

Wishing you and your Team well!

Ryan
616-638-8910

Ryan Cotton
Vice President



GovHR USA, LLC
Parent Company of GovTempsUSA

[630 Dundee Road, Suite 225](#)
[Northbrook, IL 60062](#)

Direct Line (Cell): 616-638-8910

Main Line: 847-380-3240

866-803-1500 FAX

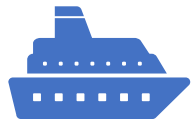
rcotton@govhrusa.com

www.GovHRusa.com

www.GovHRjobs.com

www.GovTempsUSA.com

Sent from [Mail](#) for Windows



- **67** Candidates for Portage Development Services Manager, 2020
- **83** Candidates for Adrian City Administrator, 2020
- **86** Candidates for Fox Lake, Village Manager, 2021
- **65** Candidates for Issaquah, WA Chief Financial Officer, 2021
- **57** Candidates, Duvall, WA City Administrator, 2021
- **90** Candidates for Chicago Executive Airport, 2021

Out of 286 placements we tracked, 89% of candidates remain in their position.

Only 11% or 31 had left their position and the average tenure was 3.5 years.

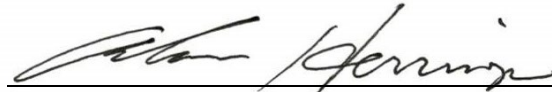
Our Experience



MATERIALS TRANSMITTED

Friday, January 28, 2022

1. Communication from the Acting City Manager regarding the Bi-Monthly Financial Report – Information Only.



Adam Herring, Acting City Manager

cc Michael Carroll, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Monthly Financial Report

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

Prudent practices require that the governing body be periodically apprised of the ongoing financial status of city operations. Attached is a report of revenue and expenditure levels as compared to budget through the most recently completed month.

Attachments: December 31, 2021 Financial Report

01/20/2021

BUDGET REPORT FOR CITY OF PORTAGE
Calculations as of 12/31/2021

Fund	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY	50% Percent of Amended Collected/Used
REVENUES					
0000		26,292,710	26,292,710	21,189,021	81%
1720 - City Manager		500	500	500	100%
2053 - Finance Treasury		1,500	1,500	240	16%
2110 - Technology Services		4,750	4,750	3,700	78%
2133 - Public Information		218,000	218,000	0	0%
2415 - City Clerk		166,050	166,050	95,800	58%
2491 - City Clerk Elections		0	0	14,084	0%
2865 - Parks Maintenance		1,000	1,000	0	0%
2876 - Cemeteries		58,500	58,500	37,011	63%
2877 - Parks & Rec - Parks		50,300	50,300	52,040	103%
2878 - Parks & Rec - Kalamazoo In Bloom		0	0	0	0%
2881 - Parks & Rec - Farmers Market		11,000	11,000	3,980	36%
2882 - Parks & Rec - Team Sports		105,280	105,280	28,655	27%
2885 - Parks & Rec - Programs		10,400	10,400	5,174	50%
2886 - Parks & Rec - Ramona Park		69,200	69,200	46,184	67%
2887 - Parks & Rec - Special Events		15,000	15,000	14,300	95%
2888 - Parks & Rec - Millennium Park		47,800	47,800	0	0%
3005 - Police Administration		109,950	109,950	90,621	82%
3010 - Police Patrol		1,500	1,500	2,990	199%
3021 - Police Training-Grant Funded		8,000	8,000	3,957	49%
3030 - Police Public Safety Dispatch/ts		12,000	12,000	10,173	85%
3050 - Police Drug Law Enforcement		100	100	0	0%
3065 - Police Facility Management		70,000	70,000	35,000	50%
3310 - Fire Admin		110	110	0	0%
3340 - Fire Prevention		950	950	335	35%
3710 - Comm Dev Building Services		750,000	750,000	462,648	62%
3720 - Comm Dev Planning & Development		50,050	50,050	25,747	51%
3730 - Comm Dev Neighborhood Services		209,000	209,000	145,765	70%
6720 - Senior Center		275,207	280,007	80,127	29%
6721 - Senior Center Trips		200,000	200,000	43,413	22%
6722 - Senior Center Activities		20,000	20,000	5,000	25%
Total Revenues- General Fund		28,758,857	28,763,657	22,396,466	78%

01/20/2021

BUDGET REPORT FOR CITY OF PORTAGE
Calculations as of 12/31/2021

Fund	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY	50% Percent of Amended Collected/Used
EXPENDITURES					
1001 - City Council		93,600	93,600	39,595	42%
1085 - City Council-Human Services		178,750	185,250	6,500	4%
1720 - City Manager		902,011	902,011	430,149	48%
2001 - Finance Accounting		313,466	313,466	135,580	43%
2002 - Finance & Budget		409,182	409,182	160,618	39%
2053 - Finance Treasury		176,897	176,897	95,390	54%
2110 - Technology Services		946,701	946,701	443,950	47%
2133 - Public Information		433,537	433,537	187,672	43%
2209 - Assessor		473,740	473,740	174,847	37%
2247 - Assessor Board Of Review		36,144	36,144	9,721	27%
2310 - Attorney		251,000	251,000	113,082	45%
2415 - City Clerk		169,161	169,161	79,056	47%
2416 - City Clerk Records Management		71,032	71,032	30,278	43%
2491 - City Clerk Elections		255,710	255,710	107,134	42%
2610 - Human Resources		700,204	700,204	289,303	41%
2733 - Purchasing		82,740	82,740	34,015	41%
2734 - Purchasing Risk Management		24,685	24,685	8,264	33%
2865 - Parks Maintenance		1,403,011	1,403,011	613,431	44%
2876 - Cemeteries		72,073	72,073	32,011	44%
2877 - Parks & Rec - Parks		700,618	700,618	297,651	42%
2878 - Parks & Rec - Kalamazoo In Bloom		17,000	17,000	0	0%
2880 - Parks & Rec - Rec Admin		221,286	224,686	98,021	44%
2881 - Parks & Rec - Farmers Market		21,360	21,360	13,533	63%
2882 - Parks & Rec - Team Sports		63,500	63,500	21,492	34%
2885 - Parks & Rec - Programs		42,650	42,650	6,937	16%
2886 - Parks & Rec - Ramona Park		194,472	194,472	67,843	35%
2887 - Parks & Rec - Special Events		149,574	149,574	70,128	47%
2888 - Parks & Rec - Millennium Park		86,275	86,275	12,578	15%
3005 - Police Administration		1,192,373	1,218,046	368,824	30%
3006 - Police Youth Services		510,066	510,066	211,606	41%
3007 - Police Investigation		710,665	710,665	335,809	47%
3010 - Police Patrol		5,948,325	5,950,235	2,718,292	46%

01/20/2021

BUDGET REPORT FOR CITY OF PORTAGE
Calculations as of 12/31/2021

Fund	DESCRIPTION	2021-22	2021-22	2021-22	50%
		ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY	Percent of Amended Collected/Used
3020 - Police Training		296,634	327,174	107,566	33%
3021 - Police Training-Grant Funded		9,000	9,000	0	0%
3030 - Police Public Safety Dispatch/ts		60,619	60,619	19,785	33%
3031 - Police Emergency Sirens		38,676	38,676	0	0%
3040 - Police Records & PST		719,449	719,449	302,104	42%
3050 - Police Drug Law Enforcement		341,537	341,537	165,390	48%
3065 - Police Facility Management		415,420	415,420	75,925	18%
3310 - Fire Admin		1,049,432	861,885	292,604	34%
3311 - Fire - Aerial Truck Replacement		0	212,547	212,547	100%
3320 - Fire Operations		3,860,709	3,886,382	1,857,304	48%
3330 - Fire On Call Firefighters		106,037	106,037	38,373	36%
3331 - Fire Emergency Operations		4,950	4,950	1,250	25%
3340 - Fire Prevention		139,711	139,711	61,435	44%
3350 - Fire Training		263,966	265,021	93,436	35%
3365 - Fire Facility Management		143,700	203,815	91,146	45%
3710 - Comm Dev Building Services		629,391	629,391	271,395	43%
3720 - Comm Dev Planning & Development		527,618	542,778	183,760	34%
3730 - Comm Dev Neighborhood Services		450,274	452,274	183,889	41%
3765 - Comm Dev Building Maintenance		232,761	233,509	123,000	53%
4210 - City-wide Services		696,100	696,100	366,319	53%
6050 - Contagious Diseases		0	0	7,637	0%
6720 - Senior Center		536,568	541,368	187,246	35%
6721 - Senior Center Trips		225,143	225,143	55,993	25%
9610 - Transfers Out		1,159,354	1,159,354	0	0%
TOTAL EXPENDITURES - GENERAL FUND		28,758,857	28,961,429	11,911,412	41%
202	Major Street Fund- Revenues	5,413,589	5,413,589	1,766,765	33%
	Major Street Fund- Expenditures	5,413,589	5,416,427	1,442,221	27%
203	Local Street Fund- Revenues	1,945,952	1,945,952	546,707	28%
	Local Street Fund- Expenditures	1,945,952	1,945,952	716,516	37%
204	Municipal Street Fund- Revenues	1,421,060	1,421,060	1,389,321	98%
	Municipal Street Fund- Expenditures	1,421,060	1,421,060	0	0%

01/20/2021

BUDGET REPORT FOR CITY OF PORTAGE
Calculations as of 12/31/2021

Fund	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY	50% Percent of Amended Collected/Used
223	Curbside Recycling- Revenues	773,352	773,352	847,443	110%
	Curbside Recycling- Expenditures	772,732	772,732	248,716	32%
226	Leaf Pickup/Spring Cleanup- Revenues	879,375	879,375	751,259	85%
	Leaf Pickup/Spring Cleanup- Expenditures	878,236	910,236	301,257	33%
230	CDBG Program Income Fund- Revenues	175,000	175,000	10,342	6%
	CDBG Program Income Fund- Expenditures	175,000	175,000	37,130	21%
252	West Lake Weed Mgmt- Revenues	36,025	36,025	101	0%
	West Lake Weed Mgmt- Expenditures	32,500	34,125	10,621	31%
296	Community Development Block Grant- Rev	218,239	218,239	52,073	24%
	Community Development Block Grant- Exp	218,239	234,593	129,064	55%
298	Cable Television Fund- Revenues	749,400	749,400	184,786	25%
	Cable Television Fund- Expenditures	749,400	749,400	122,014	16%
400	Capital Improvement General- Revenues*	12,434,700	12,477,487	5,890,655	47%
	Capital Improvement General- Expenditures*	12,434,700	25,669,100	5,733,752	22%
490	Capital Improvement Sewer- Revenues*	1,200,000	5,205,000	0	0%
	Capital Improvement Sewer- Expenditures*	1,200,000	3,729,356	15,818	0%
491	Capital Improvement Water- Revenues*	5,065,000	11,301,974	0	0%
	Capital Improvement Water- Expenditures*	5,065,000	10,876,603	395,288	4%
590	Sewer Fund- Revenue	9,430,042	9,430,042	5,434,141	58%
	Sewer Fund- Expenditures	9,415,762	9,451,212	3,288,004	35%
591	Water Fund- Revenues	6,835,288	6,835,288	4,650,436	68%
	Water Fund- Expenditures	6,678,416	6,865,446	3,124,657	46%
TOTAL REVENUES - ALL FUNDS**		75,335,879	85,625,440	43,920,495	
TOTAL EXPENDITURE - ALL FUNDS**		75,159,443	97,212,670	27,476,471	

* The Capital Improvement Program uses project-length budgets, original is current fiscal year, amended budgets of prior year projects continued.

**Debt Service and Internal Service Funds

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: City Assessor Services Contract

SUPPORTING PERSONNEL: Michael Carroll, Deputy City Manager

ACTION RECOMMENDED: Approve the three-year contract with WCA Assessing for City assessing services (in the amount of City \$454,030 in Year One, with increases in Years Two and Three as attached), to appoint Aaron Powers as the City Assessor with an effective date of April 1, 2022, and to authorize the Acting City Manager and Clerk to execute all necessary documents involved.

Within the last few months, three out of the five-person Assessing Department have left their positions to explore other opportunities. During that time, the City Administration has been exploring options for addressing these vacancies. The Administration met with our colleagues in the City of Kalamazoo, who contract out their assessing services. During that meeting, we learned Kalamazoo contracts with WCA Assessing, and is very satisfied with the service they receive. Other nearby municipalities, including Battle Creek, have done the same. WCA will often hire one or more employees from the municipality they will serve if contracted to provide assessing services. They hired employees from both Battle Creek and Kalamazoo when contracted to provide services in those cities. While other firms were explored, none had full-service clients remotely close to our size nor were able/willing to expand into Southwest Michigan at that time. Given WCA's presence in the region, lengthy client list of communities similar to Portage and number of years of experience, the City Administration is confident in this recommendation.

While exploring our options, the Administration made available the two remaining employees in the Assessing Department (as well as an employee from the Clerk's office who is interested in exploring a career in Assessing) to WCA for a meeting to discuss their future employment. Subsequent to that meeting, all three Portage City employees indicated a desire to accept a position with WCA. Should this contract be awarded, these employees will be assigned to the City of Portage.

WCA's proposal to contract for services in Portage would result in a net savings over the amount that had been anticipated to be budgeted for the department in the next fiscal year. For reference, the FY 21-22 budget for the Office of the City Assessor totaled \$509,884. While the City of Portage will still provide office supplies and basic technology (network access, computers, printers, etc.), WCA will be responsible for any planned trainings, memberships, cell phones, etc. While an exact amount is not yet known, savings approximating \$20,000 to \$40,000 annually are anticipated. In addition to the three current Portage employees that would be assigned, a highly qualified former employee of the City of Kalamazoo who lives in Portage would be included in the team servicing Portage (Level III Assessor). If contracted, WCA would fully staff the Assessing Department offices in City Hall during all hours City

Hall is open to the public.

Regarding contractual add-ons, the only extras to the contract would be full-scale Tax Tribunal hearings (small claims hearings would be included in the base contract price) or large-scale projects outside of the typical scope of assessing services requested by the City (no example was given, as WCA can't recall ever having to bill extra for work requested by one of their clients).

It is anticipated that Aaron Powers, Managing Director of WCA, will be the designated City Assessor under this contract, and he will be available to the Council at the meeting.

It is recommended that Council approve the three-year contract with WCA Assessing for City assessing services (in the amount of \$454,030 in Year One, with increases in Years Two and Three as attached), to appoint Aaron Powers as the City Assessor with an effective date of April 1, 2022, and to authorize the Acting City Manager and Clerk to execute all necessary documents involved.

FUNDING: Funding is available under the Assessing Department budget.

Attachments: 1. WCA Assessing proposal



PROPOSAL FOR PROFESSIONAL SERVICES

Client: City of Portage
Michael Carroll, Deputy City Manager
7009 S. Westnedge
Portage, MI 49002

Date: December 20, 2021

Scope of Work:

WCA Assessing would provide for the assessing functions for the City of Portage over the course of a three-year period. This would include the supervision and preparation of the yearly assessment roll for all real and personal property, maintenance of the City of Portage assessment database, representation of the City of Portage from all claims arising before the Michigan Tax Tribunal, and all other typical assessing functions.

Assumptions and limiting conditions:

- All work performed under the above scope of work would be completed by employees of WCA Assessing.
- Work performed under the above scope of work would be mutually agreed upon by both parties and defined by contract.
- WCA Assessing, while providing services for the City of Portage would carry comprehensive general liability insurance, workman's compensation insurance, and professional liability and errors and omissions insurance to an agreed upon specification to indemnify the City of Portage.
- WCA shall acknowledge receipt of and adhere by any ethics, computer usage, or other such policies as required by the City of Portage.

- Representation before the Michigan Tax Tribunal full claims division would be handled by WCA Assessing legal partner.
- Supervision and preparation of the assessment roll will be in accordance with State Tax Commission policies and procedures.

Fees:

Fees for yearly annual maintenance and preparation of the assessment roll:

April 2022 - March 2023	\$454,030
April 2023 - March 2024	\$472,191
April 2024 - March 2025	\$491,078

Payment is invoiced in twelve equal monthly instalments. Fees encompass all activities in the City of Portage with the exception of representation before the Michigan Tax Tribunal, **in the full claims division**, which is billed hourly. Representation of small claims appeals is included in the fee structure above.

Upon review, if you would like a proposed contract to review, or have any questions regarding any of the assumptions and limiting conditions, scope of work, or detail of work to be performed, please do not hesitate to contact Doug Shaw or Aaron Powers.

PROPOSED
ASSESSMENT CONTRACT
FOR CITY OF PORTAGE, CALHOUN COUNTY, MICHIGAN

WHEREAS, City of Portage, hereinafter called "City", with its principal offices located at 7009 Westnedge, Portage, Michigan, 49002, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 100, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective April 1, 2022;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2023, 2024, and 2025 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, mandated closures related to pandemic or disease, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
 - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
 5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract. Company agrees to advise the City's legal counsel of any known possible MTT claims and to consult with the City's legal counsel regarding settlement possibilities.
 6. City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's legal counsel of such requirement.
 7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
 - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.

- Provide digital photographs of all properties visited for maintenance purposes.
 - Working with the City Building Department to ensure all new property is equitably assessed.
 - Prepare all new property record cards in compliance with State tax Commission requirements.
 - Attend, prepare, and work with all Boards of Review.
 - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
 9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
 10. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it can not be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, pandemic or disease, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.

14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

April 1, 2022 to March 31, 2023.....\$ 454,030 annually

April 1, 2023 to March 31, 2024.....\$ 472,191 annually

April 1, 2024 to March 31, 2025.....\$ 491,078 annually

The payments shall be made in four (12) equal installments due on the fifteenth (15th) day of each month.

The City's representation for all Michigan Tax Tribunal petitions **not in the Small Claims Division**, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

April 1, 2022 to March 31, 2023.....\$ 143.33 / Hourly

April 1, 2023 to March 31, 2024.....\$ 149.06 / Hourly

April 1, 2024 to March 31, 2025.....\$ 155.03 / Hourly

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division **relative to Tribunal Hearings**, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

April 1, 2022 to June 30, 2023.....\$ 181.92 / Hourly

April 1, 2023 to June 30, 2024.....\$ 189.20 / Hourly

April 1, 2024 to June 30, 2025.....\$ 196.77 / Hourly

16. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS
Appraisal services rendered by the Company in Full Claims Michigan Tax Tribunal matters, and or any special services requested and approved by the City, shall be provided to the City at the rate of:

	04/01/22	04/01/23	03/01/24
Title	03/31/23	03/32/24	04/31/25
Appraiser Aide	\$45.00	\$46.80	\$48.67
Appraiser	\$62.81	\$65.32	\$67.93
Level III Appraiser	\$112.00	\$116.48	\$121.14
Assessor	\$128.00	\$133.12	\$138.45
Hourly fees include clerical costs and overhead for the Company.			

17. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
18. The City and Company agree that the term of this contract shall begin April 1, 2022 and expire March 31, 2025. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
19. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
20. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
21. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents
22. The City agrees the Acting City Manager and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

WCA ASSESSING:

By: _____
Doug Shaw, for WCA Assessing,
as its Member

WITNESSES:

CITY OF PORTAGE:

By: _____
Adam Herringa, ACTING CITY MANAGER

By: _____
Erica Eklov, CLERK

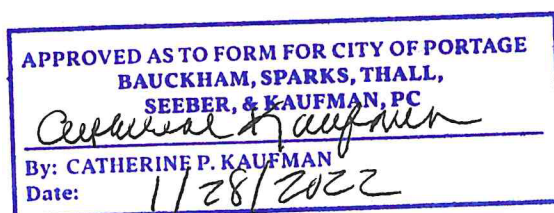
STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the _____ day of _____, 20____, Doug Shaw, doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____



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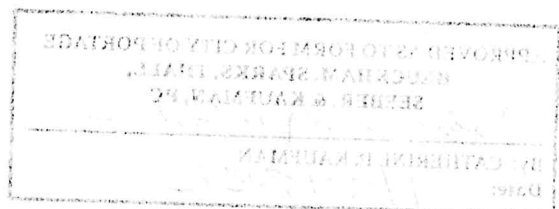
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In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

_____ County, Michigan

My Commission Expires: _____



TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: City Manager Search Firm Selection

SUPPORTING PERSONNEL: Shannon Hertz, Director of Human Resources

ACTION RECOMMENDED: Select a firm to conduct the next City Manager search.

On January 18, 2022, City Council interviewed three search firms regarding the search for the next City Manager. The search firms included: Strategic Government Resources; GovHR; and Walsh Municipal Services. It is recommended that City Council select one of these firms to conduct the search.

FUNDING: Funds are available in the FY 2021-2022 Office of the City Manager budget

Attachments: 1. 2022 01 18 Packet (CONFIDENTIAL)