

6:00 p.m. Call to Order.

Moment of Silence.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Juneteenth 2024.

A. Petitions and Statements of Citizens (3 mins. per speaker).

B. Consent Agenda:

1. Approve the City Council Meeting Minutes of the:
 - a. Board & Commission Interview Session of May 28, 2024
 - b. Regular Meeting of May 28, 2024
2. Approve the Accounts Payable Register of June 11, 2024, as presented.
3. Award a five-year contract in the amount of \$100,000 to Carleton Equipment for front-end loader rentals and authorize the City Manager to execute all documents related to this action on behalf of the city.
4. Award a contract to Abonmarche Byce in the amount of \$160,837.00 for Professional Architectural and Engineering Services for the new Public Works facility and campus and authorize the City Manager to execute all documents related to this action on behalf of the city.
5. Authorize the purchase of seven (7) all-wheel drive vehicles through the State of Michigan MiDEAL Extended Purchasing Program from Lunghamer Ford in the amount of \$343,322 and authorize the City Manager to execute all documents on behalf of the city.
6. Approve the purchase of five vehicles and upfitting of two Western Star 47x dump trucks and one Ford F-350 at a total cost of \$939,286 using the State of Michigan MiDEAL Extended Purchasing Program and authorize the City Manager to execute all documents related to these purchases on behalf of the city.
7. Award a contract in the amount of \$1,108,609.70 to H & K Excavating, for City Hall parking lot and landscaping improvements.
8. Approve a budget amendment to use \$3,017,066 in excess General Fund balance to fund Fiscal Year 2023-2024 Capital Improvement Projects instead of issuing bonds, via a transfer from the General Fund to the Capital Improvement Fund.
9. Approve a budget amendment of up to \$2 million in General Fund balance to cover tornado-related damage and recovery efforts and authorize the City Administration to make tornado-related emergency purchases.
10. Accept for first reading the Lake Neighborhood Ordinance Amendment #23/24-3: Ordinance to amend City of Portage Chapter 42 Land Development Regulations relating to the Lake Neighborhood Zoning Amendments, and set a Public Hearing on July 9, 2024.
11. Accept for first reading the Ordinance Amendment to amend City of Portage Chapter 24 Article 5 Safety, Sanitation, and Health relating to the Lake Neighborhood Zoning Amendments, with final adoption on July 9, 2024.
12. Authorize the City Manager to enter into agreement with the Kalamazoo Community Foundation for the creation of the Portage Cemetery Perpetual Care Endowment Fund.
13. Approve the Local No. 1467, International Association of Firefighters, Portage Firefighters Association, AFL-CIO (IAFF), Collective Bargaining Agreement for the period of July 1, 2024, through June 30, 2027, and authorize the Mayor and the City Clerk to sign the same.

14. Authorize the City Manager to sign the "Intergovernmental Agreement for Provision of Disaster Relief Funds Following Tornado of May 7, 2024."
15. Appoint Josh Suarez to the Park Board to a term ending October 1, 2025.
16. Materials Transmitted.
17. Minutes of Boards & Commissions:
 - a. Historic District Commission of May 1, 2024
 - b. Historic District Commission of May 21, 2024
 - c. Park Board of May 1, 2024
18. Calendar of Meetings:
 - Environmental Board: Wednesday, June 12 at 7:00 p.m. in Conference Room 1.
 - ~~Senior Citizens Advisory Board: Wednesday, June 19 at 2:30 p.m. at the Portage Zhang Senior Center CANCELED.~~
 - Planning Commission: Thursday, June 20 at 7:00 p.m. in the Council Chambers.
 - ~~Committee of the Whole: Rental Inspection Program: Tuesday, June 25 at 4:00 p.m. in Conference Room 1. CANCELED.~~

C. Communications:

1. Annual update presentation by the Park Board and the Park Board Bike Subcommittee

D. Public Hearings:

E. Regular Business Agenda:

F. Unfinished Business:

G. Council Committee Reports:

H. New Business:

I. Statements of City Council and City Manager.

Adjournment.



CITY OF PORTAGE PROCLAMATION

Juneteenth Celebration Day 2024

- WHEREAS,** Juneteenth is a historic holiday marking the end of chattel slavery in the United States; and
- WHEREAS,** this year marks the 19th annual State of Michigan Juneteenth Freedom Day Recognition; and
- WHEREAS,** when Union Army General Gordon Granger landed at the Texas Port City of Galveston in 1865, as the Civil War ended, one of his first actions was to read General Order #3, which stated all enslaved are free and that formerly enslaved people had absolute equality and property rights with enslavers; and
- WHEREAS,** following his statement, June 19 (Juneteenth) became the emancipation date of those long-suffering for freedom; and
- WHEREAS,** since then, as the oldest known celebration commemorating the end of chattel slavery in America, the tradition of celebrating Juneteenth has remained strong well into the 21st Century to recognize the triumph of the human spirit over the cruelty of human bondage, and to honor the strength, endurance, and faith of African American ancestors; and
- WHEREAS,** it is imperative that Portage citizens work towards a more equitable and just America, and join to acknowledge a time in our history that carried on the nation's ideals of equality and democracy, and celebrate the joys of liberty and justice for every American citizen; and
- WHEREAS,** in June 2005, then-Governor Jennifer Granholm signed legislation officially designating the third Saturday in June as "Juneteenth National Freedom Day" in Michigan, and in 2021, President Biden signed the Juneteenth National Independence Day Act into law, recognizing June 19th as a federal holiday; and
- WHEREAS,** all City of Portage citizens are encouraged to participate in the Juneteenth Freedom Festival and celebrate African American history and culture, while continuing to promote diversity, equality, and a strong sense of community in Portage.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, Mayor of the City of Portage, do hereby proclaim that this city honors and recognizes June 19, 2024, as the annual Juneteenth Celebration Day.

Signed this 11th day of June, 2024.

Patricia M. Randall, Mayor

**BOARD & COMMISSION INTERVIEW
MINUTES FROM MAY 28, 2024**

Mayor Patricia Randall called the Regular Meeting to order at 04:00 PM in the Council Chambers at Portage City Hall.

ROLL CALL: Councilmembers Chris Burns, Victor Ledbetter, Nicole Miller, Terry Urban, Jihan Young, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall were present.

ABSENT: None.

ALSO PRESENT: City Manager Pat McGinnis, City Clerk Erica Eklov, Deputy Clerk Tammy Durian, and Deputy Director of Economic Development Jon Hallberg.

YOUTH ADVISORY COMMITTEE - 30 EXPIRING TERMS: Beginning at 4:00 p.m. through 4:20 p.m., the Council interviewed applicants for the Youth Advisory Committee. At the invitation of the Mayor, Deputy Clerk Tammy Durian introduced the purpose of the YAC. Returning members Elle Johnson, Jasmine Nguyen, Cassidy Oudekerk, Lily Herringa, Sharayu Rai introduced themselves and their highlights for YAC. New members Viktor Robertson-Wicks, Kate Elias, Lily Brendlinger, Samanvi Parsa, Justin Zhou, Ella Deitz, Sonya Pruyne, and via Zoom, Lavanya Sharma, Dharshna Mouleeswaran, Sri Tadepalli, and Taryn Ploski.

Councilmember Ledbetter stated he was impressed by the interest in local government and offered his guidance as needed. Councilmember Young asked if any students served in school government currently, and whether anyone had a parent or adults as inspiration. Several students responded. Mayor Pro Tem Pearson asked the attendees why the number of freshmen had increased so dramatically in the last year. Discussion regarding an interest in local government functions followed.

CONSTRUCTION BOARD OF APPEALS - 2 EXPIRING TERMS: From 4:21 to 4:35 p.m., the City Council interviewed returning member Gary Gilchrist. Mr. Gilchrist mentioned the rarity for the Board to meet and was happy with the coordination by the Community Development Department to date. At the request of the Mayor, Mr. Gilchrist relayed the recent matters before the Board. Councilmember Urban asked Mr. Gilchrist to clarify his specialty. Mayor Randall asked Mr. Gilchrist for additional information regarding hoarding situations. There was additional discussion regarding handling of such situations. Councilmember Burns asked about the continued interest of Todd Gasaway. Clerk Eklov responded.

ECONOMIC DEVELOPMENT CORP./TAX INCREMENT FINANCE AUTHORITY/BROWNFIELD

REDEVELOPMENT AUTHORITY - 1 VACANCY: Between 4:35 pm and 4:47 pm, the Council interviewed applicant Karen Gallagher. At the invitation of the Mayor, Ms. Gallagher provided her background and reason for applying. Mayor Randall asked the Clerk to relay the business and meeting schedule of the Board, to which Clerk Eklov deferred to Deputy Director Jon Hallberg. Ms. Gallagher had several questions regarding certain matters that might go before the Board, including mixed-use zoning and brownfield sites. Mayor Randall asked Mr. Hallberg how often the Board meets. Ms. Gallagher asked about the nature of the school representatives and discussion followed. Ms. Gallagher then asked additional questions regarding brownfield oversight. Mayor Randall asked Ms. Gallagher regarding her preference for the three boards she had applied.

HISTORIC DISTRICT COMMISSION - 1 VACANCY: Between 4:47 pm and 4:54 pm, the Council interviewed applicant Ashley Vosburgh via Zoom. At the request of the Mayor, Clerk Eklov relayed the overview of the Commission and the meeting schedule. Ms. Vosburgh then provided her background

and interests. Councilmember Burns relayed the various board openings for the other boards Ms. Vosburgh applied. Councilmember Miller asked Ms. Vosburgh to elaborate on her architecture class. Ms. Vosburgh provided her experience from a class at Kalamazoo Valley Community College.

HUMAN SERVICES BOARD - 1 VACANCY: Between 4:54 pm and 5:13 pm, the Council interviewed returning applicant Ashley Vosburgh and new applicant Candace Wise, both via Zoom. At the request of the Mayor, Councilmember Young provided the schedule and oversight of the Human Services Board (HSB). Mayor Randall asked Ms. Wise to provide her background. Councilmember Burns asked Ms. Wise to elaborate on her employment in grant writing. Mayor Randall then noted the vacancies on the various boards and the openings for the applicants. Councilmember Urban asked about the age requirement for the (Senior Citizens Advisory Board (SCAB) and whether Ms. Wise would qualify. She relayed that she did not meet, nor was she aware of an age requirement. Mayor Randall asked Ms. Vosburgh about her desired board, and Ms. Vosburgh replied HSB. Applicant Joe Schmidt was present and expressed interest in serving on the HSB, as it was discovered his application was not in the packet. At the request of the Mayor, he provided his background as to his interest in the board. She asked whether he had any interest in other boards. He relayed that he would also be interested in the SCAB.

PLANNING COMMISSION - 3 EXPIRING TERMS: Between 5:14 pm and 5:39 pm, the Council interviewed returning members Dan Corradini and Lee Adams, as well as new applicants Matt Copp, Michael Stempihar, Josh Suarez, Karen Gallagher, and Clarence Lloyd. At the request of the Mayor, Mr. Corradini and Mr. Adams relayed the oversight and recent projects of the Commission.

Councilmember Miller asked Mr. Stempihar about his interest in zoning. He replied with his interest in the Planning Commission. Mayor Randall further noted to Mr. Stempihar the vacancy on the Zoning Board of Appeals without a current applicant. She then addressed all applicants regarding the large amount of interest in the single vacancy at present but two of the current members were slated for the upcoming November 2024 ballot, potentially creating additional vacancies later in the year.

Ms. Gallagher temporarily withdrew herself from consideration based on the Commission's meeting schedule. Mr. Stempihar then expressed his interest in the Zoning Board.

Mr. Corradini noted the benefits with the large pool of applicants and Mayor Randall noted citizen interest can be cyclical. Councilmember Urban asked Mr. Lloyd about a conflict between his work with Southwest Michigan First and potential items before the Planning Commission. Mr. Lloyd responded that his role did not interact with talent attraction and would not conflict.

SENIOR CITIZENS ADVISORY BOARD - 1 VACANCY: Between 5:40 pm and 5:53 pm, the Council interviewed applicants Tonya Weiant and Joe Schmitt. Mayor Randall asked Ms. Weiant whether she was a current member of the Zhang Portage Senior Center, to which Ms. Weiant confirmed both she and her husband were (Mr. Schmitt had confirmed the same during his background explanation). Councilmember Burns asked Ms. Weiant about nutrition programming suggestions based on her background. Councilmember Urban asked Ms. Weiant whether she was familiar with the Friends of the Senior Center Board.

ZONING BOARD OF APPEALS - 1 VACANCY: There were no applicants present for the Board.

PARK BOARD - 1 VACANCY: The applicants for this Board were present and part of earlier interviews.

PUBLIC COMMENT: None.

APPOINTMENTS DISCUSSION: Clerk Eklov reviewed the re-appointments and applicants understood for appointment as noted during the interviews. Councilmembers discussed how to address the remaining vacancies for the Historic District Commission and Park Board. Councilmember Young inquired about the suggested appointment for the Zoning Board of Appeals. At the request of the

Mayor, the Councilmembers expressed individual preferences for applicants by show of hands. Mayor Randall asked the Clerk to inquire with applicant Josh Suarez regarding his interest in the Parks Board for a potential appointment at a later Regular Meeting. Councilmember Urban asked for clarification on whether the Zoning Board position was a full or alternate term, to which Clerk Eklov confirmed the current alternate had requested to assume a full term, leaving the current applicant as an alternate. A consensus regarding appointments, excepting the Historic District Commission and Park Board, was reached.

ADJOURNMENT: Mayor Randall adjourned the meeting at 5:59 PM.

Erica L. Eklov, City Clerk

CITY COUNCIL MEETING MINUTES FROM MAY 28, 2024

Mayor Patricia Randall called the Regular Meeting to order at 06:04 PM in the Council Chambers at Portage City Hall.

ROLL CALL: Councilmembers Chris Burns, Victor Ledbetter, Nicole Miller, Jim Pearson, Patricia Randall, Terry Urban, Jihan Young, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall were present.

ABSENT: None.

ALSO PRESENT: City Manager Pat McGinnis, Chief Operating Officer Adam Herringa, Chief Development Officer Peter Dame, City Attorney Catherine Kaufman, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to reflect on the city's continued work to rebuild and assist victims following the tornado. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATIONS:

National Gun Violence Awareness Month: Marti Ulmer of Moms Demand Action of Kalamazoo County read the proclamation. Following the reading, Ms. Ulmer provided several gun violence advocacy efforts by Moms Demand Action and Gun Violence Awareness Month.

Kalamazoo Literacy Council 50th Anniversary: Michael Evans, Executive Director of the Kalamazoo Literacy Council, read the proclamation. Mr. Evans highlighted that 25,000 adults in the area struggle with literacy, making it a community issue.

LGBTQ+ Pride Month: Tracy Hall of OutFront Kalamazoo read the proclamation. Tracy highlighted the Kalamazoo Pride Festival scheduled for June 7 and 8, 2024; as well as two of the city's employers for supporting LGBTQ+ efforts.

PETITIONS AND STATEMENTS OF CITIZENS (3 MINS. PER SPEAKER):

1. Violet Wagner (no address provided) noted she was a tornado victim from Timbercreek Court Apartments without a home. She expressed concerns about addressing her situation and the outlets she has not had success with thus far. She wanted to know what the city planned to do to help her and other residents and how funds would be distributed. She had contacted Housing Resources Inc. and United Way on how to get housing, some subsidized housing, for those affected from the Timbercreek area, which she noted had rent controls in place for lower income residents.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any would like an item removed from the Consent Agenda. Motion by Ledbetter, seconded by Burns, to approve the Consent Agenda as presented. Upon a roll call vote, motion carried 7 to 0.

Approval of Minutes: Motion by Ledbetter, seconded by Burns, to approve the City Council Meeting Minutes of the Budget Review Session #2 of May 14, 2024, and Regular Meeting of May 14, 2024. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Ledbetter, seconded by Burns, to approve the Accounts Payable Register of May 28, 2024, as presented. Upon a roll call vote, motion carried 7 to 0.

Final PD Site Plan for 'Oakland Commons' at 9581 Oakland Drive: Motion by Ledbetter, seconded by Burns, to approve the Final PD Site Plan for 'Oakland Commons', a proposed 58-unit residential development at 9581 Oakland Drive with the condition that the developer will be responsible for all water main installation in the Public Utility Plan submission. Upon a roll call vote, motion carried 7 to 0.

Liquor License for Hillside Indian Cuisine: Motion by Ledbetter, seconded by Burns, to deny the application for a Class C Liquor License from Dum Dum Hospitality Services (D.B.A. Hillside Indian Cuisine). Upon a roll call vote, motion carried 7 to 0.

Draft Portage Forward Together 2045 Master Plan: Motion by Ledbetter, seconded by Burns, to approve the distribution of the draft Portage Forward Together 2045 Master Plan, with technical updates/corrections if needed prior to the distribution. Upon a roll call vote, motion carried 7 to 0.

Life, Long-Term Disability Insurance and Short-Term Disability Benefits: Motion by Ledbetter, seconded by Burns, to approve a three-year contract, with the option of one additional three-year renewal, with Dearborn Life Insurance Company for employee basic life, basic accidental death and dismemberment, contributory life, contributory accidental death and dismemberment, contributory dependent life, long-term disability insurance and short-term disability advice-to-pay services and authorize the City Manager to execute all documents on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

Set Committee of the Whole Meeting Date and Time: Motion by Ledbetter, seconded by Burns, to set a Committee of the Whole to review a proposed Rental Inspection Program on Tuesday, June 25, 2024 at 4:00 p.m. Upon a roll call vote, motion carried 7 to 0.

Delinquent Water & Sewer Bills: Motion by Ledbetter, seconded by Burns, to order all water and/or sewer charges remaining unpaid as of June 30, 2024, to be transferred to the 2024 city tax roll and assessed against the property on which the services were furnished. Upon a roll call vote, motion carried 7 to 0.

Resolution for Charitable Gaming License: Portage Public Safety Foundation: Motion by Ledbetter, seconded by Burns, to adopt the Resolution for Charitable Gaming License recognizing the Portage Public Safety Foundation as a nonprofit organization in the City of Portage. Upon a roll call vote, motion carried 7 to 0.

Minutes of Boards & Commissions: Motion by Ledbetter, seconded by Burns, to receive the minutes of the Historic District Commission of April 3, 2024. Upon a roll call vote, motion carried 7 to 0.

Calendar of Meetings: Motion by Ledbetter, seconded by Burns, to receive the Calendar of Meetings as presented. Upon a roll call vote, motion carried 7 to 0.

REGULAR BUSINESS AGENDA:

Appointments to Boards & Commissions: At the Mayor's invitation, Clerk Eklov read the appointments as discussed at the earlier interview session. The appointments were as follows: appoint all applicants and participants, as noted in the Interview Session summary, with terms ending June 30, 2025, to the Youth Advisory Committee; Gary Gilchrist and Todd Gasaway to terms ending June 1, 2027, to the Construction Board of Appeals; Karen Gallagher to a term ending December 31, 2024, to the Economic Development Corporation/Tax Increment Finance Authority and Brownfield Redevelopment Authority; Ashley Vosburgh to a term ending October 1, 2025, and Candice Wise to a term ending October 1, 2026, to the Human Services Board; Dan Corradini, Lee Adams, and Matt Copp,

to terms ending May 31, 2027, to the Planning Commission; Tonya Weiant to a term ending October 1, 2024, to the Senior Citizens Advisory Board; moved existing alternate member John Sloan to a full term ending February 28, 2026, and appoint Michael Stempihar to an alternate term ending February 28, 2025, to the Zoning Board of Appeals.

Motion by Burns, seconded by Urban, to appoint individuals to the various boards as noted by the City Clerk. Upon a voice vote, motion carried 7 to 0.

Proposed Fiscal Year 2024-2025 Budget and General Appropriations Act and Salary and Wage Resolutions: At the invitation of the Mayor, City Manager McGinnis briefly summarized the efforts of the City Administration and City Council over the past several months to compile the budget currently proposed, including notable capital investment while reducing debt, and creating positions in necessary departments for improved services.

Motion by Pearson, seconded by Urban, to approve the Fiscal Year 2024-2025 Proposed Budget and adopt the General Appropriations Act and Salary and Wage Resolutions. Upon a roll call vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Young thanked everyone who attended and participated in the Memorial Day holiday parade, and also thanked the veterans for their service. She then spoke regarding the Party in the Park events in Kalamazoo and Portage by the Kalamazoo Literacy Council. Councilmember Young thanked the citizen for bringing her concerns regarding housing for citizens affected by the tornado and encouraged those with resources to reach out.

Councilmember Burns began by thanking military veterans for their service in light of Memorial Day. He then spoke regarding affordable housing in light of the citizen comments and the recent tornado.

Councilmember Urban noted the graduations of Portage Northern and Portage Central High School, but the death of Portage Central Senior graduate Jenna Howard. He then asked to be mindful of those in the community that may be experiencing hardship or heartache despite the celebratory season.

Councilmember Ledbetter relayed his recent attendance at the first Friday at the Flats event, which had been moved to Ramona Park due to the storm damage at Celery Flats. He asked staff to clarify the timing of the event in light of some vendor confusion during the event. Councilmember Ledbetter then spoke about the history of Memorial Day.

Councilmember Miller spoke regarding the Friday at the Flats event and the Donation Center on Portage Industrial Drive for residents affected by the tornado. She thanked Ms. Wagner for bringing her concerns to the Council and challenging Councilmembers to continue addressing the needs of citizens following the tornado.

City Manager McGinnis echoed Councilmember Miller's response to Ms. Wagner, noting that dozens of property owners still requiring assistance following the tornado. He expected the city to continue to assist citizens with the help of the City Council's support in directing funds to support those in need.

Mayor Pro Tem Pearson highlighted the service of military veterans and those who perished during their operational duty in light of the Memorial Day holiday. He also spoke regarding the holiday parade.

Mayor Randall spoke regarding a recent \$10,000 donation to support those affected by the tornado. She then issued a reminder of the upcoming school year-end and to be aware of the influx of school children around town. Mayor Randall also congratulated recent high school graduates and extended sympathy to the family of Jenna Howard, who lived in her neighborhood.

ADJOURNMENT: Mayor Randall adjourned the meeting at 6:51 PM.

Erica L. Eklov, City Clerk

DRAFT

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of June 11, 2024, 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 May 19, 2024, through June 1, 2024, and notes \$679,645.12 in automated clearing house payments, \$542,440.78 in paper checks, \$78,102.55 in auto-pay payments and \$138,425.86 in electronic payments, for a grand total of \$1,438,614.31.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of June 11, 2024

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/19/2024 to 6/01/2024

Page 1 of 8

Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
05/22/2024	21596(A)	VANDYKEN, JUSTIN	REIMB REG-INVESTIGATIONS TRAINING	206.98
05/24/2024	21597(A)	A NEW LEAF	CITY HALL PLANT CARE	118.50
05/24/2024	21598(A)	ADP, INC.	ADP WORKFORCE NOW	3,289.50
05/24/2024	21599(A)	AIRGAS USA LLC	WELDING SUPPLIES	122.51
05/24/2024	21600(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	4,335.38
05/24/2024	21601(A)	ALL-TRONICS, INC.	FIRE ALARM MONITORING	81.00
05/24/2024	21602(A)	ALRO STEEL CORPORATION	CONCRETE SAW TANK REPAIR	175.00
05/24/2024	21603(A)	AMAZON.COM SALES, INC.	DRY ERASE BOARDS-PD;OFC CHAIR-HR;BLDG SUP-FD	2,943.77
05/24/2024	21604(A)	VOID		0.00
05/24/2024	21605(A)	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES	123.60
05/24/2024	21606(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	704.00
05/24/2024	21607(A)	AUNALYTICS INC	MONTHLY DISASTER RECOVERY SERVICES	2,018.00
05/24/2024	21608(A)	B S & A SOFTWARE	BS&A ONLINE FOR BUILDING/PERMITTING	1,821.00
05/24/2024	21609(A)	BAREITHER, CHAD	STRATEGIC PLANNING	3,683.33
05/24/2024	21610(A)	BARRETT, KIMBERLY	PZSC ART CLASS INSTRUCTOR	422.50
05/24/2024	21611(A)	BATTERIES PLUS	MISC BATTERIES	359.76
05/24/2024	21612(A)	BEST WAY DISPOSAL, INC.	CURBSIDE RECYCLING PROG, PORT RESTROOMS	64,005.96
05/24/2024	21613(A)	BLUE CARE NETWORK-GREAT LAKES	BCNA HEALTH INSURANCE	176,425.41
05/24/2024	21614(A)	C D W GOVERNMENT, INC.	HAVIS DOCKING CRADLES	1,447.65
05/24/2024	21615(A)	CARDINAL BUS, INC.	PZSC VENDOR PAYMENT-GRAND HOTEL	6,570.00
05/24/2024	21616(A)	CHARTER COMMUNICATIONS	INTERNET/VOICE	750.32
05/24/2024	21617(A)	CONTINENTAL LINEN SERVICES	PZSC LUNCHEON SUPPLIES	204.11
05/24/2024	21618(A)	COX, ELISA ROSE	PZSC FITNESS TRAINER & ORIENTATIONS	720.00
05/24/2024	21619(A)	CROWN TROPHY	DEPT PLAQUES, NEW EMPLOYEE NAME PLATES TAGS	330.00
05/24/2024	21620(A)	DEER CONTRACTING & LANDSCAPE	MISC LANDSCAPING/REPAIRS, FLOWERBED INSTALL	8,850.00
05/24/2024	21621(A)	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE	20,188.00
05/24/2024	21622(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	176.47
05/24/2024	21623(A)	E J USA, INC.	ADA SIDEWALK PLATES	3,068.40
05/24/2024	21624(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR	787.50
05/24/2024	21625(A)	ENGINEERED PROTECTION SYSTEMS, INC.	SECURITY CAMERA INSTALL & MONITORING	18,276.79
05/24/2024	21626(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	TAILGATE DUMP INSERT	1,064.20
05/24/2024	21627(A)	ETNA SUPPLY, INC.	TOUCHLESS FAUCET REPLACE, SUPPLIES	962.95

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/19/2024 to 6/01/2024

Page 2 of 8

Check Date	Check	Vendor Name	Description	Amount
05/24/2024	21628(A)	FOREMOST SALES COMPANY LLC	PARK FACILITY CLEANING	4,310.00
05/24/2024	21629(A)	GARLOW, BARBARA	REIMB SNACKS-SWET BOARD MEETING HOSTED	27.98
05/24/2024	21630(A)	GORDON WATER SYSTEMS	WATER SERVICES	471.11
05/24/2024	21631(A)	GRAHAM, WILLIAM	REIMB EXPS-COMMUNITY RISK REDUCTION CONF	953.23
05/24/2024	21632(A)	GRAINGER INC	SAFETY SUPPLIES	971.27
05/24/2024	21633(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	184.00
05/24/2024	21634(A)	H&P TECHNOLOGIES	LIFT STATION MAINTENANCE - DOLPHIN	14,328.82
05/24/2024	21635(A)	INSIGHT PUBLIC SECTOR, INC.	MONTHLY MICROSOFT O365 CLOUD SVC	7,463.78
05/24/2024	21636(A)	IRISH AYRES ENTERPRISES, LLC	SECTION A MOWING	3,445.84
05/24/2024	21637(A)	JB PRINTING	MAY PORTAGER NEWSLETTER	3,439.38
05/24/2024	21638(A)	JOHNSON, ANITA	REIMB EXPS-BUILDING MI COMMUNITIES CONF	20.00
05/24/2024	21639(A)	KALAMAZOO ELECTRIC MOTOR INC	ELECTRIC TOOL REPAIR	261.85
05/24/2024	21640(A)	KEHOE, EDWARD J	PZSC TAI CHI INSTRUCTOR	435.00
05/24/2024	21641(A)	KITE, HENRY	REIMB EXPS-HOMELAND SECURITY CONFERENCE	13.00
05/24/2024	21642(A)	KURZAVA, MATTHEW STEPHEN	PZSC TAI CHI INSTRUCTOR	300.00
05/24/2024	21643(A)	LANDS END	IC/RECORDS UNIFORMS	86.77
05/24/2024	21644(A)	LAWSON PRODUCTS, INC	REPAIR & MAINT SUPPLIES	446.53
05/24/2024	21645(A)	LUNGHAMER FORD OF OWOSSO, LLC	23 FORD POLICE INTERCEPTOR	46,175.00
05/24/2024	21646(A)	MAPLE HILL SPRINKLING, INC.	IRRIGATION TURN ON & REPAIRS-MULT LOCS	9,746.00
05/24/2024	21647(A)	MATTISON, MEGAN	PZSC COOKING CLASS INSTRUCTOR	780.00
05/24/2024	21648(A)	MCGUIRE, INGRID	REIMB EXPS-MI MUNICIPAL TREASURERS ASSOC	785.29
05/24/2024	21649(A)	MCLAUGHLIN, GARRETT	PZSC AGILE ADVANTAGE INSTRUCTOR	80.00
05/24/2024	21650(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	159.56
05/24/2024	21651(A)	MEJEUR ELECTRIC LLC	INSTALL NEW LIGHT POLES AT CELERY FLATS	2,600.00
05/24/2024	21652(A)	MICHIGAN OFFICE ENVIRONMENTS	PARK STAFF MAILBOX ORGANIZER	235.00
05/24/2024	21653(A)	MIDWEST ENERGY & COMMUNICATIONS	STREETLIGHT ENERGY COSTS	330.32
05/24/2024	21654(A)	MOORE, JAMES I	CANINE DENTAL REPAIRS	13.66
05/24/2024	21655(A)	MOTOR PARTS AND EQUIPMENT CORP	REPAIR/MAINT SUPPLIES	2,451.49
05/24/2024	21656(A)	MUNICIPAL EMERGENCY SERVICES INC	FIRE UNIFORMS	360.00
05/24/2024	21657(A)	NOTT, SARAH	PZSC ART CLASS INSTRUCTOR	125.00
05/24/2024	21658(A)	NYE UNIFORMS	MISC UNIFORMS	379.26
05/24/2024	21659(A)	OFF THE CUFF CATERING	FARMERS MARKET MEETING LUNCH	217.00
05/24/2024	21660(A)	ONSTAFF GROUP SERVICES LLC	TEMPORARY EMPLOYEE SERVICES	4,644.10

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/19/2024 to 6/01/2024

Page 3 of 8

Check Date	Check	Vendor Name	Description	Amount
05/24/2024	21661(A)	PARIS CLEANERS	DRY CLEANING SERVICES	929.71
05/24/2024	21662(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE SERVICES	3,485.86
05/24/2024	21663(A)	PHILLIPS, KIMBERLY	REIMB EXPS-NATL COUNCIL AGING CONF	438.55
05/24/2024	21664(A)	PLASKO, PATRICIA MARIE	PZSC FITNESS INSTRUCTOR	310.00
05/24/2024	21665(A)	PLAYFORD, LOUIE	FIRE TRAINING	280.86
05/24/2024	21666(A)	PRECISION PRINTER SERVICES INC	PRINTER SERVICES	1,127.53
05/24/2024	21667(A)	PRINTING SERVICES INC	PRINTING SERVICES	1,284.27
05/24/2024	21668(A)	RICE, RANDALL	EMT APPLICATION AND LICENSE FEE	144.00
05/24/2024	21669(A)	RIDDERMAN & SONS OIL CO. INC.	DIESEL FUEL FOR GENERATORS	1,603.81
05/24/2024	21670(A)	RILEY, DEBORA	REIMB FOR ONCALL FIRE UNIFORM	76.00
05/24/2024	21671(A)	ROE-COMM, INC.	MISC RADIO SERVICES	735.00
05/24/2024	21672(A)	ROSE, SANDRA K.	PZSC CARDIO DRUMMING INSTRUCTOR	300.00
05/24/2024	21673(A)	ROTO-ROOTER SEWER & DRAIN SERV	WARUF DRIVE SANITARY SEWER	238.25
05/24/2024	21674(A)	S B F ENTERPRISES, INC.	ENVELOPES, PROCESS & MAIL WATER/SEWER BILLS	793.37
05/24/2024	21675(A)	SEVERANCE ELECTRIC COMPANY, INC	TRAFFIC SIGNAL MAINTENANCE	4,836.67
05/24/2024	21676(A)	SHINY BRITE WASHING SYSTEMS LLC	VEHICLE CAR WASHES	42.00
05/24/2024	21677(A)	SIMPLIFILE LLC	DOCUMENT RECORDING	368.75
05/24/2024	21678(A)	SMITH DAWSON & ANDREWS, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
05/24/2024	21679(A)	STOUT, MELISSA JOY	PZSC YOGA INSTRUCTOR	250.00
05/24/2024	21680(A)	TELUS COMMUNICATIONS (U.S.) INC	MONTHLY SKYHAWK GPS ACCESS/SERVICE FEES	851.45
05/24/2024	21681(A)	TMK WORLDWIDE, LLC	METER SERVICE	867.38
05/24/2024	21682(A)	TRUCK & TRAILER SPECIALTIES	VEHICLE PARTS & MAINTENANCE	2,859.00
05/24/2024	21683(A)	VANDERVELDEN, CLAIRE	REIMB EXPS-NATL COUNCIL AGING CONF	279.50
05/24/2024	21684(A)	VEOLIA WATER CONTRACT OPERATIONS	UTILITY SYSTEM OPERATION	204,469.84
05/24/2024	21685(A)	VERPLANK TRUCKING CO.	H1 LIMESTONE FOR PATCHING STREETS	1,811.65
05/24/2024	21686(A)	VIRIDIS DESIGN GROUP	A&E EAST CENTRAL TRAIL	1,500.00
05/24/2024	21687(A)	WARNER NORCROSS & JUDD LLP	PROFESSIONAL SERVICES	416.00
05/24/2024	21688(A)	WEST MICHIGAN STAMP & SEAL, INC	PZSC STAFF NAME TAGS	51.00
05/24/2024	21689(A)	WIGHTMAN	ENGINEERING SVCS-WEST CENTRE AVE	12,128.75
05/24/2024	21690(A)	XEROX CORPORATION	XEROX COPIER FEES	178.49
05/31/2024	21691(A)	ALLEN, LEVI	REIMB EXPS-RAIDER SOLO ENGMNT ACTV SHOOTER	157.52
05/31/2024	21692(A)	MARTIN, MATTHEW	REIMB EXPS-RAIDER SOLO ENGMNT ACTV SHOOTER	34.08
05/31/2024	21693(A)	OFF THE CUFF CATERING	PZSC FITNESS DAY	985.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/19/2024 to 6/01/2024

Page 4 of 8

Check Date	Check	Vendor Name	Description	Amount
05/31/2024	21694(A)	STAPERT, BRETT	REIMB EXPS-LEADS ONLINE LEADERSHIP CONF	139.00
05/31/2024	21695(A)	TRUMAN, JACQUELINE	REIMB EXPS-TYLER CONNECT CONFERENCE	199.00
Total ACH				679,645.12

Check Type: Paper

05/24/2024	327299	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	2,548.00
05/24/2024	327300	ALLIED MECHANICAL SERVICE	HVAC PM & CALL-IN SERVICES	4,093.78
05/24/2024	327301	AMERICAN SCREEN PRINTING	SHIRTS FOR YAC	697.28
05/24/2024	327302	ASCENSION BORGESS HOSPITAL	POST-OFFER PHYSICAL	487.00
05/24/2024	327303	ATA NATIONAL TITLE GROUP, LLC	OVERPAYMENT OF FINAL UTILITY BILL	40.86
05/24/2024	327304	B & A HOMES LLC	BD BOND REFUND	885.00
05/24/2024	327305	BAILEY'S MEATS	SNAP FOOD ASSISTANCE REIMBURSEMENT	16.00
05/24/2024	327306	BAKER, CHERYL	PZSC TRIP 24.12.02 REFUND	100.00
05/24/2024	327307	BARNARD BUILDING & CONSTRUCTION LLC	ASBESTOS ABATEMENT FOR DEMOLITION	3,000.00
05/24/2024	327308	BECK, WILLIAM	REIMBURSEMENT FOR IRRIGATION DAMAGES	427.53
05/24/2024	327309	BERGEVIN, ANNA	SCHRIER PARK DEPOSIT REFUND	150.00
05/24/2024	327310	BLACK, JOYCE	REIMBURSEMENT FOR DAMAGED APPLE IPHONE	378.00
05/24/2024	327311	BLAIN SUPPLY, INC.	MISC MAINT SUPPLIES	124.96
05/24/2024	327312	BORLIK, JOHN	PZSC TRIP REFUND 24.12.02	100.00
05/24/2024	327313	BOUMA-BETTEN CONSTRUCTION INC.	CLERK'S OFFICE REMODEL PROJ	18,381.00
05/24/2024	327314	BRONSON HEALTHCARE GROUP	LEGAL BLOOD DRAWS	200.00
05/24/2024	327315	BRUSH, BENJAMIN	REIMBURSEMENT FOR SNAP	25.00
05/24/2024	327316	BUSCHBACHER, THERESA	UAW SHOE ALLOWANCE	194.82
05/24/2024	327317	CHICAGO TITLE	REFUND FINAL UTILITY BILL	77.68
05/24/2024	327318	CHICAGO TITLE OF MICHIGAN	OVERPAYMENT OF FINAL UTILITY BILL	53.32
05/24/2024	327319	CHICAGO TITLE OF MICHIGAN, INC.	CDBG - TITLE SEARCH	150.00
05/24/2024	327320	CHOBAY, RITA	REIMBURSEMENT FOR IRRIGATION DAMAGES	110.00
05/24/2024	327321	CHRIS PICK LTD / DBA SHARP SHOP	TORNADO - CHAINSAW REPAIRS	280.39
05/24/2024	327322	CITY OF KALAMAZOO TREASURER	BIO DIESEL FUEL	286.68
05/24/2024	327323	CLASSIC GLASS, INC.	REPLACE WINDSHIELDS	1,259.31
05/24/2024	327324	COMSTOCK, ERIN	TORNADO - HAYLOFT FEES REFUND	1,190.00
05/24/2024	327325	CONSUMERS ENERGY - CEM	INSTALL STREETLIGHTS - PORTAGE RD	73,211.00
05/24/2024	327326	CUNNINGHAM, DANIEL R	PZSC COOKING CLASS	225.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/19/2024 to 6/01/2024

Page 5 of 8

Check Date	Check	Vendor Name	Description	Amount
05/24/2024	327327	DAVE'S CONCRETE PRODUCTS, INC.	CURB AND GUTTER REPAIR	616.00
05/24/2024	327328	DEIR, CHRISTOPHER	REIMBURSEMENT FOR IRRIGATION DAMAGES	87.36
05/24/2024	327329	DEVON TITLE AGENCY	OVERPAYMENT ON FINAL UTILITY BILL	106.24
05/24/2024	327330	DEVOULD, VICKI	PZSC RENTAL DEPOSIT REFUND	250.00
05/24/2024	327331	DRIESEN & ASSOCIATES INC	STATION 3 RAMP PROJECT	1,565.00
05/24/2024	327332	ECKERT WORDELL LLC	2024 CITY-WIDE BUILDING CONDITION ASSESS	9,100.00
05/24/2024	327333	EDWARDS INDUSTRIAL SALES, INC.	TORNADO - TINK CLAW REPAIRS	65.55
05/24/2024	327334	EMERGENCY VEHICLE PRODUCTS	CHANGEOVER 186 K-9, FIRE APPARATUS MAINT	48,392.73
05/24/2024	327335	ENGINEERING SUPPLY & IMAGING	INK CARTRIDGES	121.30
05/24/2024	327336	EVENT PRODUCTION SERVICES OF MI LLC	FATF MUSICIAN PAYMENT	200.00
05/24/2024	327337	FLETCHER ENTERPRISES	PRESSURE WASH, PREP & PAINT - MULT LOCS	9,210.00
05/24/2024	327338	GATES, VICKI	PZSC TRIP REFUND	310.00
05/24/2024	327339	GLOBAL DRAIN TECHNOLOGIES INC	DRAIN PROJECT - FIRE STATION 1 & 3	23,622.50
05/24/2024	327340	GORDON FOOD SERVICE	PZSC COFFEE BAR & SUPPLIES	1,343.51
05/24/2024	327341	GOSS, STEPHEN & KATIE	REIMB EXPS INCURRED FROM SEWER BACKUP	2,871.86
05/24/2024	327342	HARLOW, NICOLE	TORNADO - HAYLOFT FEES REFUND	340.00
05/24/2024	327343	HERRIMAN, SCOTT E	PZSC DJ SERVICES - CAR SHOW	400.00
05/24/2024	327344	HILLMAN, DONNA	SCHRIER PARK RENTAL FEES REFUND	290.00
05/24/2024	327345	HOME DEPOT	REPAIR/MAINTENANCE SUPPLIES	1,673.36
05/24/2024	327346	VOID		0.00
05/24/2024	327347	HOOGSTRATEN BUILDERS INC	BD BOND REFUND	604.00
05/24/2024	327348	INFINITY HOME SERVICES HOLDCO, INC	KAL CO - REROOF HOUSE & GARAGE	10,984.00
05/24/2024	327349	INT'L ASSOC OF ARSON INVESTIGATORS	IAAI MEMBERSHIPS	400.00
05/24/2024	327350	INTERSTATE OFFICE INTERIORS	OFFICE CHAIR	499.00
05/24/2024	327351	IRISH ROOFING & EXTERIORS	ROOF & DECKING REPLACEMENT	10,540.00
05/24/2024	327352	J & J LOCKSMITHS	REPLACE & INSTALL DOOR LOCKS - PARKS	1,529.00
05/24/2024	327353	JANSSEN, AMANDA	REIMBURSE MEAL - NATL LEAGUE OF CITI	256.50
05/24/2024	327354	JANSSEN, AMANDA	REIMBURSE MEAL - COUNCIL BUDGET MEETING	212.85
05/24/2024	327355	JULIEN, WAYNE F.	CITY LOGO EMBROIDERY - FINANCE APPAREL	100.00
05/24/2024	327356	KALAMAZOO AREA TRANSPORTATION STUDY	TRAFFIC TECH SERVICES	2,060.00
05/24/2024	327357	KALAMAZOO COUNTY TREASURER	OAKBROOK MAY 2024 MOBILE HOME TAX	577.50
05/24/2024	327358	KENT, KEENAN	REIMBURSEMENT FOR IRRIGATION DAMAGES	470.00
05/24/2024	327359	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER SERVICE	110.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/19/2024 to 6/01/2024

Page 6 of 8

Check Date	Check	Vendor Name	Description	Amount
05/24/2024	327360	KREIDER, STEVE	REIMBURSEMENT FOR IRRIGATION DAMAGES	80.00
05/24/2024	327361	KURAJIAN, OLIVIA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
05/24/2024	327362	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR/MAINT	2,529.50
05/24/2024	327363	LAWRICK, DREW	UAW SHOE ALLOWANCE	164.27
05/24/2024	327364	LEW, JOYCE	REIMBURSEMENT FOR IRRIGATION DAMAGES	130.00
05/24/2024	327365	LURGES, JEFF	DISC GOLF EXPERIENCE REFUND	15.00
05/24/2024	327366	LYSTER EXTERIORS	SHINGLE REPAIRS-SALT BARN & C BLDG	2,400.00
05/24/2024	327367	MAGNUSON BUILD & DESIGN	BD BOND REFUND	565.00
05/24/2024	327368	MARTIN, DENNIS	FARMERS MARKET MUSICIAN PERFORMANCE	100.00
05/24/2024	327369	MAYS, MARY	PZSC TRIP REFUND 24.05.14	20.00
05/24/2024	327370	MAYS, MARY	PZSC TRIP REFUND 24.05.16	150.00
05/24/2024	327371	MCDONALD'S TOWING & RESCUE, INC.	TOWING/ROADSIDE SERVICES	15.00
05/24/2024	327372	MCKENNA ASSOCIATES INC.	LAKE CENTER DISTRICT REZONING PROJECT	12,616.00
05/24/2024	327373	MENARDS	REPAIR/MAINTENANCE SUPPLIES	43.23
05/24/2024	327374	MI ASSOC. OF CHIEFS OF POLICE	ANNUAL MEMBERSHIP	100.00
05/24/2024	327375	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	2,287.44
05/24/2024	327376	MICTAVISH, JAMES	REIMBURSEMENT FOR IRRIGATION DAMAGES	488.39
05/24/2024	327377	MIDWEST CUSTOM EMBROIDERY COMPANY	PZSC STAFF APPAREL	2,557.00
05/24/2024	327378	MLIVE MEDIA GROUP	LEGAL NOTICES	1,377.98
05/24/2024	327379	MOSES FIRE EQUIPMENT, INC.	FIRE CLASS A FOAM	2,778.60
05/24/2024	327380	NESBITT JR., FRED	UAW SHOE ALLOWANCE	200.00
05/24/2024	327381	OFFICE DEPOT, INC.	OFFICE SUPPLIES	257.79
05/24/2024	327382	ON DUTY GEAR, LLC	BALLISTIC VESTS, CARRIERS, MISC SUP	96.98
05/24/2024	327383	PAW PAW VETERINARY CLINIC, P.C.	K9 VETERINARY APPT	108.75
05/24/2024	327384	PETERMAN CONCRETE CO.	CONCRETE FOR PITCHERS MOUND & CEMETERY	188.68
05/24/2024	327385	PETERS, MARTHA B.	PZSC MUSIC PERFORMER	160.00
05/24/2024	327386	PUCKETT, TAMRA	REIMBURSE EXPS INCURRED FROM SEWER BACKUP	616.35
05/24/2024	327387	QUADMED, INC.	FIRE EMS SUPPLIES	424.57
05/24/2024	327388	QUEZADA, PAUL	REIMB-ONCALL FIRE UNIFORMS	76.00
05/24/2024	327389	QUILTERS OF KALAMAZOO LOG CABIN	PZSC RENTAL DEPOSIT REFUND 11.2.2022	150.00
05/24/2024	327390	RAFFEL, FRAN	REIMBURSEMENT FOR IRRIGATION DAMAGES	184.00
05/24/2024	327391	RATHCO SAFETY SUPPLY, INC.	PARK SIGNAGE, TRAFFIC SIGNING REPL	565.60
05/24/2024	327392	RICHNER, CLARK	DISC GOLF EXPERIENCE REFUND	15.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/19/2024 to 6/01/2024

Page 7 of 8

Check Date	Check	Vendor Name	Description	Amount
05/24/2024	327393	ROAD COMMISSION OF KALAMAZOO COUNTY	DURAPATCH EMULSION	1,699.66
05/24/2024	327394	ROBERTS, JENNIFER	LAKEVIEW PARK PAVILION REFUND	100.00
05/24/2024	327395	SCHNYDERS, BRIAN	UAW SHOE ALLOWANCE	200.00
05/24/2024	327396	SCHUMANN, PIERRE A.	FARMERS MARKET MUSICIAN PERFORMANCE	100.00
05/24/2024	327397	SEELYE FORD, INC.	TIMING CHAIN REPLACEMENT	2,390.59
05/24/2024	327398	SHAMBAUGH & SON, LP	ANNUAL FIRE SUPPRESSION INSPECTION	500.00
05/24/2024	327399	SHI INTERNATIONAL CORP.	SPAMTITAN PLUS RENEWAL	9,745.00
05/24/2024	327400	SIGN SHOP OF WESTERN MICHIGAN	STAFFING BOARD MAGNET	45.00
05/24/2024	327401	SINE, TERESA	DISC GOLF EXPERIENCE REFUND	15.00
05/24/2024	327402	SITEONE LANDSCAPE SUPPLY LLC	PARKS IRRIGATION REPAIR SUPPLIES	17.38
05/24/2024	327403	SKILLQUEST INTERNATIONAL LLC	PRE-HIRE DRUG SCREENS	1,450.00
05/24/2024	327404	SMART SOURCE, LLC	PRINTING SERVICES	36.84
05/24/2024	327405	SOUTHWEST ROOFING COMPANY, LLC	KAL CO - ROOF REPLACEMENT	11,750.00
05/24/2024	327406	SPIRIT SHOPPE, INC.	FIRE UNIFORMS	126.00
05/24/2024	327407	STATE OF MICHIGAN	SOR REGISTRATION FEES	90.00
05/24/2024	327408	STATE OF MICHIGAN (DOT)	PORTAGE ROAD RECONSTRUCTION	207,556.05
05/24/2024	327409	STEENSMA LAWN & POWER EQUIPMENT	REPAIR/MAINTENANCE SUPPLIES	6,872.22
05/24/2024	327410	STEK, STANLEY J.	AUSTIN LAKE TRAIL LEGAL SERVICES	10,557.26
05/24/2024	327411	SWAN BRAVO OPPORTUNITY ZONE	FINAL UTILITY BILL OVERPMT REFUND	124.79
05/24/2024	327412	T-MOBILE USA INC	MISC CELL PHONE CHARGES	3,168.52
05/24/2024	327413	TACTRON, INC.	FIRE OPS SUPPLIES	45.96
05/24/2024	327414	TEAM SUPPORT SERVICES, LLC	RECORD STORAGE & INDEXING	613.25
05/24/2024	327415	TELGENHOFF, MANDY	REIMBURSE EXPS - YAC GREEN A THON	101.02
05/24/2024	327416	THE REINALT-THOMAS CORPORATION	FIRE VEHICLE MAINTENANCE/TIRES	1,138.00
05/24/2024	327417	THEISEN, ANNA GRACE	FATF MUSICIAN PAYMENT	200.00
05/24/2024	327418	TINK INC.	TINK REPAIRS	1,895.96
05/24/2024	327419	UNITED PARCEL SERVICE	UPS WEEKLY	23.36
05/24/2024	327420	VERIZON WIRELESS	WIRELESS CARDS	359.25
05/24/2024	327421	VERSALIFT MIDWEST, LLC	ANNUAL LIFT TRUCK INSPECTIONS	1,320.00
05/24/2024	327422	WEDEL'S INC.	FLOWER PLANTING & MAINTENANCE	3,911.57
05/24/2024	327423	WEIR, ROBERT MARTIN	PZSC PRESENTERS FEE	100.00
05/24/2024	327424	WESTCOMB, WADE	UAW SHOE ALLOWANCE	200.00
05/24/2024	327425	WIBERT, ALEXANDRIA	DISC GOLF EXPERIENCE REFUND	15.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/19/2024 to 6/01/2024

Page 8 of 8

Check Date	Check	Vendor Name	Description	Amount
05/24/2024	327426	WILD, JED	REIMB-STAFF & COMD SCL; PER DIEM ASSAIL CONF	695.00
05/24/2024	327427	WILLIAMS & WORKS	ENG SVCS-S WESTNEDGE AVE RECONSTRUCTION	1,025.55
05/24/2024	327428	WILSON, BETH	ARCHERY FOR ADULTS REFUND	49.00
05/24/2024	327429	WONDER MAKERS ENVIRONMENTAL	PZSC AIR QUALITY TESTING	1,725.00
05/24/2024	327430	WRIGHT, JASON	UAW SHOE ALLOWANCE	116.55
05/24/2024	327431	ZOLMAN TIRE INC.	TIRES FOR INVENTORY	905.00
05/31/2024	327432	BURTON, RONALD	REFUND OVERPAYMENT ON UTILITY BILL	425.40
05/31/2024	327433	USPS	AV APP POSTAGE-ELECTION	1,211.00
05/31/2024	327434	PETTY CASH-DANA FAIR	REPLENISHMENT CHECK	608.60
Total Paper Checks				542,440.78

Check Type: Auto-Pay Payments

05/21/2024	FINTECHEF	PZSC PROGRAM SUPPLIES	160.30
05/22/2024	CONSUMERS ENERGY	GAS-ELECTRIC	20,427.42
05/23/2024	CONSUMERS ENERGY	GAS-ELECTRIC	2,449.71
05/28/2024	BLUE CROSS/BLUE SHIELD OF MI	HEALTH INSURANCE	7,205.33
05/29/2024	CONSUMERS ENERGY	GAS-ELECTRIC	138.88
05/31/2024	CONSUMERS ENERGY	GAS-ELECTRIC	661.45
05/31/2024	MISSIONSQUARE	EMPLOYEE RETIREMENT WITHHOLDINGS	47,059.46
Total Auto-Pay Payments			78,102.55

Check Type: Electronic Payments

05/21/2024	MULTIPLE	IAFF, PPCOA, PPOA, UAW PENSION PAYMENTS	96,017.64
05/22/2024	ASU GROUP	WORKERS COMP FUNDING	40,000.00
05/30/2024	SBF	POSTAGE - WATER/SEWER BILLS	2,408.22
Total Electronic Payments			<u>138,425.86</u>

Grand Total **1,438,614.31**

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Fall Leaf Pickup front end loader rentals

SUPPORTING PERSONNEL: Rodney Russell, Director of Public Works

ACTION RECOMMENDED: Award a five-year contract in the amount of \$100,000 to Carleton Equipment for front-end loader rentals and authorize the City Manager to execute all documents related to this action on behalf of the city.

The rental of additional front-end loaders is necessary to efficiently manage the city's Fall Leaf Pickup Program. These front-end loaders are operated by city personnel who are commercial licensed operators. Carleton Equipment provided a bid to rent front-end loaders for the annual Fall Leaf Pickup Program. By employing one vendor, the city can easily coordinate the delivery, scheduling, and equipment maintenance to keep the program on schedule.

Bid information was posted on BidNet where 172 vendors were matched, and 4 known vendors were contacted. Carleton Equipment was the only vendor to place a bid. Carleton Equipment has been a reliable vendor for many years for our Fall Leaf Pickup program as well as in times of emergency, such as the ice storm in February 2023 and the tornado that came through the city in May of this year. The five-year contract would include four front-end loaders for 6 weeks in the fall, amounting to \$20,000 per year and \$100,000 for the total contract. Carleton Equipment is a local vendor located in seven different locations in Michigan, including Kalamazoo, and management feels confident about moving forward with Carleton Equipment to provide front-end loaders.

It is recommended that a five-year contract be approved with Carleton Equipment for the amount of \$100,000.00 and authorize the City Manager to execute all documents related to these contracts on behalf of the city.

FUNDING: Funds are available in the Fiscal Year 2024-2025 Leaf Pickup Rental budget.

Attachments:

1. Carleton Equipment_Exhibit C - Pricing Schedule
2. Carleton Equipment_RFB
3. Bid Tabulation_Front End Loader 2024

Exhibit C - Pricing Schedule

Firm Name: Carleton Equipment

Front End Loader Trucks for six (6) Weeks in the Fall				
Year	Unit of Measure	Amount	Unit Price	Total
2024	Each	4	\$ 5,000.00	\$ 20,000.00
2025	Each	4	\$ 5,000.00	\$ 20,000.00
2026	Each	4	\$ 5,000.00	\$ 20,000.00
2027	Each	4	\$ 5,000.00	\$ 20,000.00
2028	Each	4	\$ 5,000.00	\$ 20,000.00
Total				\$ 100,000.00

**CITY OF PORTAGE
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR BID FORM
2024 RFB FRONT END LOADER RENTALS**

Submit this Completed Form as the Cover Pages of Your Bid.

Firm Name: Carleton Equipment

Address: 4704 S 29th st Kalamazoo MI 49048

Telephone: 269-251-4714

Website: Carltonequipment.com

Representative Authorized to Sign Offer and Contract:

Name: Travis Davidson **Title:** Territory Manager

Email: travis.davidson@carleton1.com **Telephone:** 2692514714

Address: 4704 S 29th st Kalamazoo MI 49048

Authorized Point of Contact (POC)/Project Supervisor:

Name: Travis Davidson **Title:** Territory Manager

Email: travis.davidson@carleton1.com **Telephone:** 2692514714

Address: 4704 S 29th st Kalamazoo MI 49048

*City communications to Firm regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

If adequate space is not provided for a complete response, please attach additional pages as necessary and identify by number. Bids will not be considered responsive unless all requests for information below are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

1. Please indicate the response that best describes your business:

☐ Sole Proprietor ☐ Partnership ☒ Corporation

☐ Other (please explain) _____

2. Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project? ☐Yes ☒No If yes, please explain.

3. Is your Firm up for sale? ☐Yes ☒No If yes, please explain.

4. Please provide the names and titles of primary staff assigned to project.

- | | |
|---|-----------|
| 1. <u>Brendan Maas (Rental Manager)</u> | 6. _____ |
| 2. <u>Duane Scott (Controller)</u> | 7. _____ |
| 3. <u>Steve Wurtzel (Owner)</u> | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

5. Please list subcontractors and work to be performed.

6. **The bidder is to provide a draft copy of the lease agreement with the bid proposal.**

SIGNATURE

I certify that I am authorized to execute and submit this bid on behalf of the Firm listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, evaluation criteria, submittal requirements, terms and conditions and any other information provided by the City has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in

compliance with the terms of the RFB.

I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.



Authorized Representative Signature

5/22/24

Date

2024 RFB FRONT END LOADER RENTALS
RENTAL SERVICES
BID TABULATION
BID OPENING ON MAY 23, 2024 AT 3 PM

Carleton Equipment
4704 S 29th St.
Kalamazoo MI 49048

\$ 100,000.00

Opened by: _____



Victoria Barboza, Purchasing Manager

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: New Public Works facility and campus

SUPPORTING PERSONNEL: Rodney Russell, Director of Public Works

ACTION RECOMMENDED: Award a contract to Abonmarche Byce in the amount of \$160,837.00 for Professional Architectural and Engineering Services for the new Public Works facility and campus and authorize the City Manager to execute all documents related to this action on behalf of the city.

The current DPW facility, dating back to 1969, has served its purpose well for decades. However, its age and limitations are becoming increasingly apparent, posing challenges to safety, operational efficiency, and staff welfare. In August 2023, the City Council approved the purchase of three properties on Portage Industrial Drive for the development of a new DPW campus.

The 2024 RFP Professional Architectural and Engineering Services for the new Public Works facility and campus will allow the selected firm to develop a building program including a conceptual design. The firm will work with the city and make recommendations based on the conditions, program, schedule, and budget. The selected firm will also be required to prepare schematic design solutions that will provide a visual depiction for consideration and presentation for the City of Portage.

A request for proposals was posted on BidNet where 535 suppliers were matched and notified of this project. Additionally, 37 known local contractors were also notified. Bids were received from Abonmarche Byce, Progressive AE, R.E. Warner & Associates, Icn, and Hobbs+Black Architects, with the low bid coming from Abonmarche Byce in the amount of \$160,837.00. Abonmarche Byce has successfully completed numerous previous construction projects for the city.

It is therefore recommended that City Council award a contract to Abonmarche Byce in the amount of \$160,837.00 for the Professional Architectural and Engineering Services for the new Public Works facility and campus and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Funding of \$100,000 will be available in the FY 2024-2025 CIP budget, the remainder supplemented by excess revenue collected during FY 2023-2024.

Attachments: 1. Bid Tab_2024 RFP AE DPW Facilities

**2024 RFP PUBLIC WORKS FACILITY
ARCHITECTURAL & ENGINEERING SERVICES
BID TABULATION
BID OPENING ON APRIL 24, 2024 AT 3 PM**

Abonmarche Byce 306 S Kalamazoo Mall Kalamazoo, MI 49007	\$	160,837.00
Progressive AE 1811 4 Mile Road NE Grand Rapids, Michigan, 49525	\$	255,000.00
R.E. Warner & Associates, Inc. 25777 Detroit Road, Suite 200 Westlake, Ohio, 44145	\$	278,164.00
Hobbs+Black Architects 100 N. State Street Ann Arbor, Michigan, 48104	\$	289,500.00

Opened by: _____



Victoria Barboza, Purchasing Manager

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Purchase of AWD Police Division Vehicles - Extended Purchasing Program

SUPPORTING PERSONNEL: Nicholas Arnold, Director of Public Safety - Police / Fire Chief

ACTION RECOMMENDED: Authorize the purchase of seven (7) all-wheel drive vehicles through the State of Michigan MiDEAL Extended Purchasing Program from Lunghamer Ford in the amount of \$343,322 and authorize the City Manager to execute all documents on behalf of the city.

The Fiscal Year 2024-25 Capital Improvement Program budget includes the replacement of seven aging fleet vehicles utilized by Portage Public Safety officers. Patrol vehicles are historically replaced as they reach approximately 120,000 miles in order to decrease maintenance costs and increase reliability.

MiDEAL is the State of Michigan's extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, colleges, and nonprofit hospitals to buy goods and services from state contracts. The program is authorized by Michigan legislation and has been in existence since 1984. Local governments benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids. There are approximately 400 contracts available to MiDEAL members.

The MiDEAL Purchasing program has two “pre-qualified” Ford dealers: Lunghamer Ford of Owosso and Gorno Ford of Woodhaven. Lunghamer Ford provided the low quote for seven (7) Ford Interceptors at \$49,046 per vehicle, for a total cost of \$343,322.

The Police Division has confirmed the pricing provided by Lunghamer Ford is in line with the cooperative agreement.

It is recommended that City Council authorize the purchase of seven (7) Ford Interceptors through the State of Michigan MiDEAL Extended Purchasing Program (Contract #071B770180) in the amount of \$343,322 and authorize the City Manager to execute all documents on behalf of the city.

FUNDING: The Police Division has sufficient funds in its Fiscal Year 2024/2025 CIP budget.

Attachments:

1. Lunghamer Ford Quote
2. Gorno Ford Quote



April 25, 2024

City of Portage Public Safety
Attn: Lt. Steve Clark
7810 Shaver Road
Portage, MI 49024

Dear Lt. Steve Clark:

Price on 2025 Vehicle State of Michigan Contract# 071B770180 and Macomb County
Contract# 21-18 Bid:

(7) 2025 Ford Police Interceptor Utility AWD in Black	\$49,046.00 ea
Total Delivered Price	\$343,322.00

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and
100,000 miles or 60 months powertrain warranty.

Delivery date: Approximately 90-120 Days A.R.O.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make
reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period
will be given if previous arrangements have been made. An \$8.00 per day floor plan will be
charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

State of Michigan

2025 Utility Police Interceptor

Major Standard Equipment

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks Note: Includes Class III Trailer Tow Lighting Package
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection FFV
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H8 AGM Battery (850CCA/92-amp)
- Lithium-Ion Battery Pack
- Manual Police Pursuit Mode (Steering Wheel Switch Execution)
- Suspension – independent front & rear
- Transmission – 10-speed automatic
- Transmission Oil Cooler

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Daytime Running Lamps – Configurable ON/OFF through instrument cluster Note: Select option (942) if desire is to have Daytime Running Lamps permanently on (cannot be turned off or reprogrammed)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2 nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
- Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
- Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
- Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Dual Pwr/Heated/Manual Fold Back Mirror
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Liftgate Handle – (MIC)
- Tail lamps – LED
- Tail Lamp Prep Kit
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Climate Control – Rear Aux A/C System
- Dark Car
- Door-Locks
- Power
- Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Heated Sanitization Solution
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
- Overhead Console
- Red/White Task Lighting in Overhead Console
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (2) USB A+C Type Ports
- Rear-door closeout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
- 1 st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters

- 1 st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way power lumbar)
- 1 st Row – Passenger 4-way Power track with 2-way power recline and 2-way power lumbar
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2 nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Red and White Dome Lamp in Cargo Area
- Speed (Cruise) Control
- Speedometer – New 12.3" Display Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Over Protection Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Cross Traffic Brake Assist (HNYAC)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.
- Pre-Collision Mitigation system Note: Includes unique one-touch temporary disable switch for Law Enforcement use
- Rearview Camera viewable on 8" Center Stack Screen
- 1/4 Scale Rear Camera Display (Available)
- Reverse Sensing System
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- 100 Watt Siren/Speaker Prep Kit
- Speed Control
- Audio
- AM/FM / MP3 Capable / Clock / 4-speakers
- SYNC® Phoenix
- Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
- USB Port – (1)
- 8" Color LCD Screen Center-Stack "Smart Display"
- Supports Android Auto and Apple CarPlay
- UIS (Upfitter Interface System) Located behind 2nd row passenger seat floorboard
- Easy Fuel® Capless Fuel-Filler
- Fleet Telematics Modem
- Allows data to be provided to support Ford Pro™ Telematics and Data Services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673)
- Front door tether straps (driver/passenger)
- PAITRO output tied to liftgate release switch (Police Accessory Independent Timed-Release Output)
- Police Engine Idle
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Keyless Entry – Key FOB Only (Less PATS) – Includes 4 fobs
- Two-way radio pre-wire
- Two (2) 50 – amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Police Interceptor Utility Base Prices

[x] Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A	\$44,591.00
[] Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A	\$47,965.00

<u>VEHICLE COLOR: Order Code</u>	<u>Interior Trim Color</u> <u>Charcoal Black (9W)</u>	
Dark Blue	[LK]	[]
Royal Blue	[LM]	[]
Vermillion Red	[E4]	[]
Silver Grey Metallic	[TN]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[x]
Oxford White	[YZ]	[]
Sterling Grey Metallic	[UJ]	[]
Carbonized Grey	[M7]	[]

INTERCEPTOR OPTIONAL FEATURES:

<u>Flooring/Seats</u>	<u>Code</u>	<u>\$Cost</u>
[] 1st and 2nd row carpet floor covering	16C	150.00
[] 2nd Row Cloth Seats	F6/ 88F	70.00
[] Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	60.00
[] Interior Upgrade Package	65U	390.00
• 1st and 2nd Row Carpet Floor Covering • Cloth Seats – Rear • Center Floor Console less shifter w/unique Police console finish plate • Includes Console and Top Plate with 2 cup holders • Floor Mats, front and rear (carpeted) • 18" Aluminum Wheel • Selectable Sport Mode • High Series Headlamp with LED Corner Warning Lights • Includes SYNC® Phoenix		
Note: Note: Not available with EcoBoost Powertrain (99C/44U).		
<u>Lamps/Lighting</u>		
[] Side Marker LED – Sideview Mirrors (Red / Blue)	63B	340.00
[] Rear Quarter Glass Side Marker Lights	63L	580.00
[x] Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue) 21L	21L	580.00
[] Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)	43A	400.00
[] Rear Spoiler Traffic Warning Light	96T	1500.00
[] Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	400.00
[] Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
[] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
[x] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	670.00
<u>Body</u>		
[] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[] Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	90.00
[] Deflector Plate	76D	340.00
<u>Wheels</u>		
[] Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
<u>Misc</u>		
[] Engine Block Heater	41H	190.00
[] License Plate Bracket – Front	153	N/C
[] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	350.00
[x] Noise Suppression Bonds (Ground Straps)	60R	100.00
[] Rear Bumper Step Pad	16P	100.00
[X] Delivery and State Fee Credit	LUN	(-745.00)

Audio/Video

[] 12.1" Integrated Computer Screen	47E	3700.00
- Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area - Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable - Includes SYNC Phoenix ®		
[] ¼ Size Picture in Picture (8" Rear Camera Image in upper lefthand quadrant of display). Not available with Integrated Computer Screen (47E)	87M	N/C

Doors/Windows

[x] Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****	18D	N/C
[] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable	52P	160.00
[] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.	68G	80.00
[x] Lock system; Single Key/All Vehicles Keyed Alike	59J	50.00
Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G Keyed Alike 1111x= 59J		

Safety & Security

[] Ballistic Door Panels – Driver Front Door Only (Level 3+)	90D	1590.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 3+)	90E	3170.00
[] Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2420.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
[] Extra Key \$10.00x____=	Parts	10.00 ea
[] Remote Starter	Parts	550.00
[] Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	270.00
[] Front Headlamp Lighting Solution	66A	900.00
- Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) - Includes pre-wire for grille LED lights, siren and speaker (60A) - Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included Note: Included with Ready for the Road (67H) Note: Recommend using Ultimate Wiring Package (67U) Note: Included with Police Upgrade Package (65U)		
[] Tail Lamp Lighting Solution	66B	430.00
- Includes LED Tail Lamp Wig-Wag Module - LED lights only. Wiring, controller "not" included Note: Included with Ready for the Road (67H) Note: Recommend using Ultimate Wiring Package (67U)		
[] Rear Lighting Solution	66C	460.00
- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass - Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) - LED lights only. Wiring, controller "not" included Note: Included with Ready for the Road (67H) Note: LED lights only – does "not" include wiring or controller		
[] Police Wire Harness Connector Kit – Front/Rear	67V	200.00
For connectivity to Ford PI Package solutions includes: Front (2) Male 4-pin connectors for siren (5) Female 4-pin connectors for lighting/siren/speaker (1) 4-pin IP connector for speakers (1) 4-pin IP connector for siren controller connectivity (1) 8-pin sealed connector (1) 14-pin IP connector Rear (2) Male 4-pin connectors for siren (5) Female 4-pin connectors for lighting/siren/speaker (1) 4-pin IP connector for speakers (1) 4-pin IP connector for siren controller connectivity (1) 8-pin sealed connector		

[] Ultimate Wiring Package		67U	640.00
• Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine compartment • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller			
Note: Recommend Police Wire Harness Connector Kit 67V			
Note: Not available with options: 65U, 67H			
[x] Ready for the Road Package All-in Complete Package		67H	3800.00
All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus			
• Whelen Cencom Light Controller Head with dimmable backlight • Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) • Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails • High current pigtail • Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)			
Note: Not available with options: 66A, 66B, 66C, 67U and 65U			
Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage			
[] 5-Year Premium Care Warranty (500 Plus Components Coverage)			2950.00

Total Price \$49,046.00 ea

MICHIGAN CONTRACT

Robert K. Alderman

Gorno Ford

Bus: 734-671- 4017

ralderman@gornoford.com

PORTAGE POLICE DEPT
7810 SHAVER RD
PORTAGE, MI 49024
269-329-4567

ATT: LT. STEVE CLARK

4-24-24

2025 FORD UTILITY INTERCEPTOR AWD, MI CONTRACT 071B7700181

3.3 L V6 TIVCT GAS ENGINE / 10 SPD AUTO TRANS

AGATE BLACK

POWER WINDOWS / LOCKS

REARVIEW CAMERA / FRONT DRIVER 6 WAY POWER SEAT

FRONT WIG WAG FEATURE / PRE-DRILLED HOLES IN FRONT HEADLAMP HOUSING

CLASS III HITCH

BLISS BLIND SPOT

ENGINE IDLE

REVERSE SENSING

DAYTIME RUNNING LIGHTS

POWER HEATED SIDE MIRRORS

DARK CAR FEATURE

POWER DOOR LOCKS / WINDOWS

REAR DEFROSTER

CARGO DOME RED/ WHITE

POLICE PERIMETER ALERT

REVERSE CAMERA

KEYLESS ENTRY 4-FOBS

DUAL SPOTS LED

FRONT AUX LIGHT

KEYCODE 1111X

NOISE SUPPRESSION

QTR GLASS LIGHTS

Ready for the Road Package: All-in Complete Package – Includes

Police Interceptor Packages: 66A, 66B, 66C, plus

- Whelen Cencom Light Controller Head with dimmable backlight
- Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails

- High current pigtail
- Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue) and harness
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)

DELIVERED TO PORTAGE \$ 49,686.00
(MSRP \$ 54,510.00)

X 7 VEHICLES \$ 347,802.00

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Purchase and upfitting of vehicles

SUPPORTING PERSONNEL: Rodney Russell, Director of Public Works

ACTION RECOMMENDED: Approve the purchase of five vehicles and upfitting of two Western Star 47x dump trucks and one Ford F-350 at a total cost of \$939,286 using the State of Michigan MiDEAL Extended Purchasing Program and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

The Fiscal Year 2023-2024 Equipment Fund Capital Outlay budget includes purchasing five vehicles as noted in the table below. The acquisition of new vehicles is necessary to replace those that have reached the end of their strategic replacement cycle (year five or year ten for heavy-duty vehicles). Replacing vehicles at these intervals has been identified as the optimal point, ensuring the lowest total cost over the vehicle's lifespan. This strategy also maximizes resale value while maintaining the current levels of service provided to the public.

Quantity	Vehicle	Department
2	Dump Trucks w/Swap Loader Functions	Streets Maintenance
1	Utility Pickup Truck	Transportation Utilities contractor (Veolia)
1	Pickup Truck	Facilities Maintenance
1	SUV	Community Development

MiDEAL is the State of Michigan's extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, colleges, and nonprofit hospitals to buy goods and services using state contracts. The program is authorized by Michigan legislation and has existed since 1984. Local governments benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids. There are approximately 400 contracts available to MiDEAL members.

Quotes were requested from qualified MiDEAL Ford dealers, with all three Ford vendors submitting quotes. There is only one qualified Western Star dealer in the state. Additionally, quotes for upfitting the dump trucks and the utility truck were requested from MiDEAL-qualified vendors. The lowest quote for vehicles was received from Lunghamer Ford; D&K Truck Company; Truck & Trailer Specialties; and Knapheide, all using the cooperative MiDEAL contract 071B7700180, 240000000095, 240000000167, and 240000000164. The replacement vehicles identified can be purchased through the State of Michigan MiDEAL Extended Purchasing Program at a total cost of \$939,286.

The replaced vehicles would generate an estimated auction value of \$75,000 through an online bidding establishment, coordinated by the Purchasing Department. These funds would be returned to the General Fund. It is recommended that the City Council approve the purchase of five vehicles and upfitting of two Western Star 47x dump trucks and one Ford F-350 at a total cost of \$939,286 using the State of Michigan MiDEAL Extended Purchasing Program and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

FUNDING: Funds are available in the Fiscal Year 2023-2024 Equipment Fund Capital Outlay budget.

- Attachments:**
1. PCDPW 2024 ESCAPE ACTIVE FWD
 2. PCDPW 2024 F150 SUPER CREW
 3. PCDPW 2024 F350 SRW SERVICE BODY
 4. Swap Loader Upfitting Quote Truck Trailer
 5. Western Star Dump Truck Quote



April 24, 2024

City of Portage DPW
Attn: Jereme Rowland
7719 S. Westnedge Ave.
Portage, MI 49002

Dear Jereme Rowland:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County
Contract# 21-18 Bid:

2024 Ford Escape Front Wheel Drive Active in White

\$32,342.00 ea

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to
schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given
if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at
the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2024 ESCAPE ACTIVE STANDARD EQUIPMENT

MECHANICAL

- Electric Parking Brake (Includes Auto Hold)
- Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Transmission – 8-speed Automatic

EXTERIOR

- Chrome Upper Window Molding with Black Beltline Molding
- Active Grille Shutters
- Black – Molded-in-Color
 - Lower Bodyside Cladding
 - Rocker Panel
- Black Upper Window Molding with Black Beltline Molding
- Configurable Daytime Running Lamps (DRL)
- Door Handles – Body-Color
- Easy Fuel® Capless Fuel Filler
- Exhaust Tips, Dual – Chrome
- Front and Rear Bumpers – MIC
- Grille – Chrome Grille Strip
- Mini Spare Wheel – Steel
- Power Liftgate
- Privacy Glass – Second Row Side and Liftgate
- Rear Spoiler – Body Color
- Roof-Mounted Antenna
- Tires
 - 225/65R17 102H All Season A/S BSW 2
- Wheels – 17" Shadow Silver-painted Aluminum
- Wipers
 - Windshield – Variable-Intermittent/Continuous
 - Rear Window – Fixed-Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console with Armrest
- Cruise Control – Steering Wheel Mounted Controls
- Cupholders – (6)
- Driver's Side Footrest
- Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Refresh95 (Cabin Particulate Air Filter)
- Floor Mats – Carpeted Front and Rear
- Grab Handles – Front Passenger, Second Row – two (2), Includes Coat Hooks
- Instrument Panel
 - 8" Screen
 - EcoMode
 - Ice Blue® Lighting
 - Message Center
 - Outside Temperature Display
 - Trip Computer
- Lighting
 - Front Map Lights
 - Illuminated Entry System with Courtesy Lamp Delay
 - Rear Cargo Area Light
 - Second Row Dome Light
- Map Pocket – Front-Passenger Seat Back
- Powerpoints – (2) Rear – Smart Charging USB Outlets
- Premium Wrapped Steering Wheel
- Seats
 - Unique Cloth Bucket
 - Five Passenger
 - 8-Way Power Driver Seat (Fore/Aft, Up/Down, Power Lumbar and Power Recline)
 - 4-Way Manual Front Passenger (Fore/Aft with Manual Recline)
 - Second Row 60/40 Split-Fold-Flat and Sliding
- Rear Center Armrest (Fold-Down with Two (2) Cupholders)
- Rotary Gear Shift Dial

INTERIOR/COMFORT (continued)

- Sliding Sun Visors with Illuminated Vanity Mirrors (Driver and Front Passenger)
- USB Ports:
 - Smart Charging Multimedia USB Ports, First Row – (1) USB-A and (1) USB-C
- Steering Column – Manual Tilt/Telescoping
- Storage – Front Row: Center Console Armrest, Glove Box, Media Bins two (2), in front and in center of the Console, Overhead Console with Sunglasses Storage
- Windows, Power – Front One-Touch Down Feature (Driver only)

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Front Row Passenger Dual-Stage
 - Driver Knee
 - Front-Seat Mounted Side-Impact
 - Safety Canopy® System – Front and Second Row Safety Canopy® Side-Curtain with Rollover Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks
 - Autolock/Autounlock
 - Child-Safety Rear
 - Power Lock/Unlock
- Electronic Traction Control
- Headlamps
 - Courtesy Delay
 - LED Reflector with Signature Lighting
 - Wiper-Activated
- Head Restraints
 - Two-Way Manually Adjustable Driver and Front-Passenger
 - Two-Way Manually Adjustable Second Row (Left and Right; Center Head Restraint is fixed position)
- LATCH (Lower Anchors and Tether Anchors for Children) on Rear Outboard Seat Positions
- Mirrors, Sideview – Power Glass, Manual-Fold and Black Molded-in-Color (MIC) Caps
- Personal Safety System™¹
- Rear-Window Defroster and Washer
- Safety Belts
 - Front and Second Row – Belt-Minder® (Safety Belt Reminder)
 - Front Row Height Adjustable
 - Second Row Outboard and Center Seat Shoulder
 - Three-Point Safety Belts on all (5) Seating Positions
- SecurILock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Torque Vectoring Control

FORD CO-PILOT360™ TECHNOLOGY

- Ford Co-Pilot360™ includes:
- Auto High Beam Headlamps
- BLIS® (Blind Spot Information System) with Rear Cross-Traffic Braking
- Lane-Keeping System (includes Lane-Keeping Assist, Lane-Keeping Alert and Driver Alert)

¹ Personal Safety System™ for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System.

2024 ESCAPE ACTIVE STANDARD EQUIPMENT

PROPRIETARY

FORD CO-PILOT360™ TECHNOLOGY (continued)

- Pre-Collision Assist with Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support
- Rear View Camera
- Road Departure Warning
- Headlamps – Autolamp (Automatic On/Off)
- Post-Collision Braking

FUNCTIONAL

- Audio
 - AM/FM Stereo
 - Six (6) Speakers
 - Speed-Compensated Volume
 - Steering Wheel Mounted Controls
 - SiriusXM® with 360L (if equipped)
 - Super Categories / Live Sports Categories
 - "For You" Recommendations
 - SiriusXM Listener Profiles

Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim.

Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly.

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FUNCTIONAL (continued)

- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
- FordPass Connect™
 - 4G LTE Wi-Fi hotspot connects up to 10 devices²—
 - Remotely start, lock and unlock vehicle³
 - Locate parked vehicle³
 - Check vehicle status³

Note: Ford Telematics and Data Services are telematics services available for fleet customers, providing access to manufacturer-grade vehicle data including but not limited to location, speed, idle time, remaining fuel, fuel energy, range, diagnostics, and maintenance alerts. FordPass Connect™ 4G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third-party providers. Learn more at commercial.solutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673)

- Front and Rear Stabilizer Bar
- Intelligent Oil-Life Monitor®
- Provisions for Roof Rack Mounting— Blanking Plugs
- Selectable Drive Modes
- SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/ App Catalog
 - 911 Assist®
 - Wireless Apple CarPlay® and Android Auto™
 - Compatibility
 - Digital Owners Manual
- Transmission Oil Cooler
- Variable-Assist Rack-and-Pinion Steering
- Intelligent Access with Push-Button Start
- Keyless-Keys® – Passive Keys, Two (2)

² Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford.

³ FordPass Connect™ (optional on select vehicles), the FordPass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excluded Wi-Fi hotspot.

* = New for this model year

[x] Base Price Front Wheel Drive Escape Active, U9G/200A \$32,342.00

Options Included in this Price Option#

[x] Tech Pack #2 68C

- Ford Co-Pilot360™ Assist 2.0
- Intelligent Adaptive Cruise Control
- Stop-and-Go
- Lane Centering Assist
- Speed Sign Recognition
- Connected Built-In Navigation with 3 Years of Service, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
- Rear Parking Sensor
- Reverse Brake Assist
- Evasive Steering Assist
- Intersection Assist
- 360-Degree Camera with Split View and Front/Rear Washer
- 10-Way Power Driver Seat (Fore/Aft, Up/Down, Tilt, Power Lumbar and Power Recline)
- 6-Way Power Passenger (Fore/Aft, Up/Down, Recline)
- Cold Weather Package (19H)
- B&O® Sound System by Bang & Olufsen®, 10 Speakers including Subwoofer
- HD Radio™
- Instrument Panel Cluster – 12.3" Digital Productivity Screen
- Memory Package: Driver's Seat and Driver/Front Passenger Sideview Mirrors
- Mirrors, Sideview – Body Color
- Wireless Charging Pad
- SYNC® 4 with Enhanced Voice Recognition
- 13.2" LCD Capacitive Touchscreen with Swipe Capability

Optional equipment	Order Code	Price
[] Power Panoramic Vista Roof	43M	1595.00
[] Daytime Running Lights	942	45.00
[] Engine Block Heater	41H	150.00
[] Easy Access Cargo Shade	47B	135.00
[] Floor Liners Front and Rear	50B	200.00
[] Cargo Mat	50Q	100.00
[] Remote Start	LUN	550.00
[] Splash Guards	63C	210.00
[] Extra keys with Integrated Keyless Entry ____@ \$300.00 ea SIG		

Total Price \$32,342.00 ea

Color and Trim Availability on Active Trim Only

Exterior Colors	Interior Colors	
	Ebony Black (CB)	Space Gray (CW)
Oxford White	[YZ]	[x]
Race Red	[PQ]	[]
Agate Black Metallic	[UM]	[]
Vapor Blue Metallic	[K1]	[]
Carbonized Metallic	[M7]	[]
Iconic Silver Metallic	[JS]	[]



April 24, 2024

City of Portage DPW
Attn: Jereme Rowland
7719 S. Westnedge Ave.
Portage, MI 49002

Dear Jereme Rowland:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2024 Ford F150 Super Crew 4x4 XL Pickup 5 ½' Box in White \$50,595.00 ea

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2024 F-150 Super Crew XL

Major Standard Equipment

MECHANICAL

- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard on 141" and 145")
- 5.0L V8 with Auto Start-Stop Technology (standard on 122" and 157")
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission • Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate • Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- Bed Storage Boxes (NA w/ 8' Box)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
- Standard Range 23 Gallon (Regular Cab 6.5' Box)
- Extended Range 36 Gallon (Regular Cab (NA w/ 6.5' Box), SuperCab and SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black Coast to Coast
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
- 245/70R 17 BSW all-season tires (A/S) 4x2
- 265/70R 17 BSW all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 12" Productivity Screen in Instrument Cluster
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Cruise Control
- Dome Light
- Door trim – Soft armrest, grab handle and front map pockets
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Front – A-Pillar, Driver and Passenger Side — Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V
- Power Door-Locks with Flip Key and Integrated Key Transmitter
- Keyless-Entry (incl. Autolock)

- Power Windows (Front/Rear) – One-touch Up/Down Driver and Passenger Front Windows (Rear Power Windows not available on Regular Cab)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plates – MIC, Front
- Seat, Front
- Vinyl, 40/20/40
- 2-Way manual driver/passenger
- Armrest
- Seat, Rear
- Cloth
- USB charging ports – two (2)
- 60/40 flip-up split seat (SuperCab)
- 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
- Driver and Passenger Front Airbags
- Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- LED Reflector Headlamps – Black Bezels
- Perimeter Alarm
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Stolen Vehicle Services (1-year Plan Included)
- Ford Co-Pilot360™ 2.0
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Pedestrian Detection
- Forward Collision Warning
- Dynamic Brake Support
- BLIS® with Cross-Traffic Alert
- Lane-Keeping System
- Lane-Keeping Alert
- Lane-Keeping Aid
- Driver Alert
- Rear View Camera
- Auto High Beams
- Reverse Sensing System
- Reverse Brake Assist
- Post-Collision Braking
- Autolamp – Auto On/Off Headlamps

FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)
- FordPass™ Connect (5G)
- 5G LTE Wi-Fi hotspot connects up to 10 devices
- Schedule specific times to remotely start vehicle
- Locate parked vehicle
- Check vehicle status
- Hill Start Assist
- SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L)
- 12" LCD Capacitive Touchscreen with Swipe Capability
- Wireless Phone Connection
- Cloud Connected
- AppLink® w/App Catalog
- 911 Assist®
- Apple CarPlay® and Android Auto™ Compatibility
- Digital Owner's Manual
- Conversational Voice Command Recognition
- Connected Navigation.
- USB charging ports – two (2)
- USB data charging ports – two (2)

XL 101A Crew Cab 5.5 Ft. Box 145" WB

[x] Base Price W1L 4x4 (5.0L 4V V8 FFV engine 7000 GVWR 2080 PAYLOAD) 995/44G **\$50,595.00**

Options Included in this Price	Option#
[x] Cloth 40/20/40 Split Bench Seats	CS
[x] 8-way Power Driver's Seat	91P
[x] LT265/70R17E BSW All-Terrain (A/T) Tires	T7C
[x] HIGH PACKAGE	103A
• 17" Silver Painted Aluminum Wheels	
• Chrome Bumpers	
• LED Fog Lamps	
• Electronic Rear Window Defroster	
• Rear Privacy Glass	
[x] Axle Locking Rear	XL
[x] Daytime Running Lights	942
[x] Black Platform Running Boards	18B
[x] Spray in Bedliner	96W
[x] Knapheide Municipal Lighting Package (LED 15" MINIBAR AMBER/GREEN MOUNT ON 3RD BRAKELIGHT BRKT, STROBES 2 - MOUNT IN GRILL 2 - MOUNT IN REAR BUMPER	KTP

Free Standing Options	Option Code	Price
[] Rear Window, Privacy Glass with Defroster	924	320.00
[] Engine Block Heater	41H	90.00
[] Back up Alarm System	85H	145.00
[] Front License Plate Holder	153	N/C
[] Bed Liner – Plastic, Drop-in (NA w/ Cable Lock – 47S)	96P	350.00
[] Weatherguard Aluminum Crossbed Toolbox – Matte Black	90B	950.00
[] Weatherguard Aluminum Crossbed Toolbox – Bright	90P	950.00
[] Tonneau Pickup Box Cover – Soft Folding (Not available w/Toolbox)	96T	590.00
[] Tonneau Pickup Box Cover – Hard Folding (Not available w/Toolbox)	96X	1200.00
[] Tonneau Pickup Box Cover – Retractable (Not available w/Toolbox)	96J	2200.00
[] LED Warning Strobes – Amber	94S	650.00
[] LED Warning Strobes – Amber/White	94W	650.00

TOTAL \$50,595.00 ea

Colors & Trim Availability:

Exterior	Interior
	(Med. Earth Grey)(AS)
Agate Black	(UM) []
Oxford White	(YZ) [x]
Carbonized Gray	(M7) []
Antimatter Blue	(HX) []
Iconic Silver	(JS) []
Atlas Blue	(B3) []
SPECIAL PAINT	
Vermillion Red Add \$660.00	[E4] []
School Bus Yellow Add \$660.00	[B1] []
Omaha Orange Add \$660.00	[MB] []



April 24, 2024

City of Portage DPW
Attn: Jereme Rowland
7719 S. Westnedge Ave.
Portage, MI 49002

Dear Jereme Rowland:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2024 Ford F350 Regular Cab 4x4 XL SRW Chassis w/Service Body \$84,213.00 ea

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2024 F-350 SRW-Chassis Cab

Reg. Cab, SuperCab, Crew Cab

Major Standard Equipment

MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
 - 7.3L 2V DEVCT NA PFI V8 Gas Standard
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke Diesel engine only)
- Transmission – Ten-Speed Automatic Transmission with Neutral Idle and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul
- Transmission Power Take-Off Provision

EXTERIOR

- Bumper – front, black painted
- Fender vents – front
- Fuel Tank
 - 40-gallon aft axle
- Glass – solar-tinted
- Grille – black painted
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front (F-450/550/F-600 only)
- "Three Blink" Lane change signal
- Tires
 - LT245/75Rx17E BSW A/S PLU (DRW)
 - LT275/65Rx18E BSW A/S (SRW)
 - 225/70Rx19.5G BSW A/P
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Wheels
 - F-350 SRW – 18" Argent Painted Steel wheel w/Painted Hub Cover/Center Ornaments
 - F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included)
 - F-450, F-550 & F-600 – 19.5" Argent Painted Steel
 - Manual Locking Hubs (4x4)
- Windshield Wipers – intermittent

INTERIOR/COMFORT

- 8" LCD Productivity Screen: Includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
- 12V Powerpoint, auxiliary
- Air conditioning – single-zone, manual
- Air conditioning vents – black w/chrome ring and knob
- Cabin Air Particulate Filter
- Door-trim – armrest/grab handle and reflector
- Floor covering – black, full length vinyl
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Power Equipment Group – 1 st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay
- Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side)

- Steering – power
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Belt-Minder® (front safety belt reminder)
- Driver and passenger frontal airbag; passenger side deactivation switch
- Headlamps – Quad beam jewel effect halogen
- Lamps – Roof marker/clearance – LED
- Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Remote keyless entry
- Safety Belts – w/height adjustment (front-outboard seating positions only)
- Safety Canopy® System (incl. side-curtain airbags)
- Stationary Elevated Idle Control (SEIC)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™

FORD CO-PILOT360™ TECHNOLOGY

- Audible Lane Departure Warning
- AutoLamp – Auto On/Off Headlamps
- Cruise Control (Steering wheel-mounted)
- Pre-Collision Assist (PCA) with Automatic Emergency Braking (AEB)

FUNCTIONAL

- Alternators:
 - 7.3L 2 Valve Gas – 240 AMP
 - 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 220 AMP
- Audio – AM/FM stereo (four (4) speakers)
- Battery
 - 750 CCA, 78 AH Single
- FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices
 - Remotely start, lock and unlock vehicle
 - Schedule specific times to remotely start vehicle
 - Locate parked vehicle
 - Check vehicle status
- Stabilizer bars – front & rear
- SYNC® 4
 - Enhanced Voice Recognition Communication and Entertainment
 - 911 Assist®
 - 8" LCD Center Stack screen
 - AppLink®
 - Smart-Charging USB port – one (1)
 - Trailer Brake Controller

(10,500 GVWR, 5,000 Payload) Reg. Cab, WB 145, CA 60" (10,900 GVWR, 4,950 Payload)

[x] Base Price (F3F/630a) 4x4 \$51,969.00

Options Included in this Price	Option#
[x] Seats, 40/20/40 Split Bench Vinyl	AS
[x] Tires, LT275/70Rx18E BSW All-Terrain (4x4 ONLY)	TDX
[x] Spare Tire & Wheel-Includes 6-ton Hydraulic Jack	512
[x] Axle, Electronic Locking	X4M
[x] XL Chrome Pkg. (Chrome front bumper, Bright Grille, Power 96V Sliding Rear Glass w/Rear Window Defrost (Super Cab and Crew Cab Only), Remote Start, and Halogen Fog Lamps)	
[x] 110V/400W Outlet	43C
[x] Dual Alternator 410 AMP w/Dual Batteries (7.3L Gas Only)	67B/86M
[x] Rearview Camera Prep Kit for Box Delete (Includes Loose Camera and Wiring Bundle)	872
[x] All-Weather Heavy Duty Floor Mats	Parts
[x] Cab Steps-Black Molded	18B
[x] Exterior Back up Alarm	76C
[x] Wheel Well Liners, Front	61L

Available Standard Options	Option	Price
		Reg.&Super/Crewcab
[] 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	9,995.00
[] CNG/LPG Fuel Capable Engine (Gas Engine Only)	98G	315.00
[] Engine Block Heater	41H	100.00
[] Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
[] Seat, Vinyl 40/Mini-Console/40	LS	355.00
[] Seats, Cloth 40/Mini-Console/40	4S	515.00/615.00
[] Rapid-Heat Supplemental Cab Heater (6.7L Diesel Only)	41A	250.00
[] Engine Idle Shutdown Timer (Can Be Set 1-30 Minutes)	86K	250.00
[] Dual Alternator 410 AMP (6.7L Diesel Only)	67B	115.00
[] Dual Batteries (68 Amp/65AGM) (Gas Engine Only)	86M	210.00
[] Fuel Tank-26.5 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank	65M	N/C
[] Keys Extra (With Power Group) \$220.00 x _=	Sig	220.00 ea
[] Snow Plow Prep Package	473	250.00
(Not Available w/Option Codes 67P, 67X or 67H Suspension Packages)		
[] Extra Heavy Suspension Package (N/A w/Snow Plow Prep)	67X	125.00
[] Suspension Package Heavy Service (N/A w/Snow Plow Prep)	67H	125.00

Total Price \$51,969.00 ea

Colors for F-350

<u>Exterior Colors</u>	<u>Interior Steel (Grey)</u>	
Race Red	[PQ]	[]
Antimatter Blue Metallic	[HX]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White	[Z1]	[x]
Carbonized Gray Metallic	[M7]	[]
Darkened Bronze Metallic	[LJ]	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]

Contact(s): Kellie Dennison
kdennison@knapheide.com

Kellie Dennison (Inside Sales)
kdennison@knapheide.com
8107621107

Nate Tomalia (Outside Sales)
ntomalia@knapheide.com
8109089105

Customer: Lunghamer Ford Of Owosso

ID: 75538

Address:

3942 LANSING RD
PERRY, MI 48872-9773

Phone: 9897252688

Contact: William "Bill" Campbell

Email: bcampbell@lunghamerford.com

End Customer: City Of Portage

Terms: NET 30 DAYS

Bid Spec:

Description: A5110, LIFTGATE, AIR COMPRESSOR, HOSE REEL, CAB GUARD

Quote Information:

Customer Request Date: 04/17/2024

Quote Completed Date:

of Units: 1

Delivery Information:

Total Price Includes F.O.B.:

Ship Via: Delivered

Ship To: Lunghamer Ford Of Owosso

3942 LANSING RD

PERRY, MI 48872-9773

Vehicle Information:

Make: Ford

Chassis Type: Chassis Cab

Rear Axle Type: SRW

Fuel Type: Gas

GVWR: 10900

Model: F-350

Cab Type: Regular

Drivetrain: 4x4

Transmission Type: Auto

Year: 2024

Cab to Axle: 60

Engine Size: 7.3

Wheelbase: 145.3

Item	Description	Quantity	Unit Price	Total
A5110	A5110 Aluminum Service Body Overall Dimension: 109.25" Long x 78" Wide Cargo Area: 49" Wide x 24" High Side Compartment: 40" High x 14.5" Deep Street Side Compartmentation: Front Vertical: 35.25" Long x 40" High Horizontal: 74" Long x 18.5" High Rear Vertical: 29.25" Long x 21.5" High Curbside Compartmentation: Front Vertical: 35.25" Long x 40" High Horizontal: 74" Long x 18.5" High Rear Vertical: 29.25" Long x 21.5" High Standard Shelving: *(2) Adjustable Divider Shelves in Each Front Vertical Compartment *(1) Adjustable Divider Shelf Curbside Horizontal Compartment *(1) Adjustable Divider Shelf in Each Rear Vertical Compartment *(28) Shelf Dividers Warranty: Standard Knapheide Limited Warranty Weight: 638lbs	1.00		
20000150	Fenderskirt for Aluminum Body for Chassis with 36-60" CA No Fuel Fill Cutouts Unpainted 44.69" Wide x 21.2" High 17.81" Radius Wheel Opening	2.00		
77008740	DELETE TAILGATE AND LIGHT HOLE S	1.00		
77012440	CARGO TIE DOWNS SIXINSTED	1.00		
77012990	Electric Locks, Aluminum Service Body 500 Series 82-110" 600 Series 132" *Knapheide Electric Locks Should Not be Used on Bodies that are Being used	1.00		

	to Store Flammable Materials such as Gasoline, Acetylene, Propane or Cleaning Fluids. Electric Locks May Spark and Cause an Explosion Which Could Result in Severe Injury or Death			
77001730	ADJUSTABLE DIV SHELF CURB SIDE HORIZ COMP - INSTED	1.00		
26093054	SORTIMO KS-BOXX 04-09(2) WIDE KS-BOXX 04-92 KIT - 96 HORI	1.00		
20158840	LED Stop/Turn/Tail Light Kit, Aluminum Service Body, Under 80" Wide	1.00		
33217820	FRONT ID LIGHTS FOR FORD SRW CHASSIS	1.00		
33906871	Upfitter Power Harness, 6-Wire, 336" Long	1.00		
35302791	KIT, QM FORD 08-17+ 60 84CA	1.00		
20104750	KIT, LIFTGATE MT AL 49W-60CA	1.00		
35618925	Single Stage White Paint	3.00		
34997150	Prep Labor	3.50		
34996438	Paint Labor	2.50		
34995222	Installation Labor A5110, STT/BU LIGHTS, ID LIGHTS, SORTIMO LOOSE IN CS - HORIZ WIRE OEM BACKUP CAMERA	8.00		
35139226	Spray Liner - Cargo Area of UB/KC 108"	1.00		
20091170	ALUM CAB GUARD LEFT WING KIT F OR 40 HIGH BODIES - RAW ALUM	1.00		
20091160	ALUM CAB GUARD RIGHT WING KIT FOR 40 HIGH BODIES - RAW ALUM	1.00		
20130880	ALUM CAB GUARD 49 CENTER SECT ION FOR 40 HIGH BODIES - RAW	1.00		
26266163	Turbo Beam Light Bar Mounting Plate for Cab Guard Powder Coated White 21.63" Long x 8.25" Wide	1.00		
34995222	Installation Labor CAB GUARD, LEFT & RIGHT WING, STROBE LIGHT MOUNT	1.75		
34879956	Class V Receiver Hitch for Service Bodies 2.5" Receiver Tube 21,000lb Maximum Gross Trailer Weight 4,200lb Maximum Tongue Weight Black Weight: 70.59lbs **Do Not Exceed the Towing Capacity Specified by the Chassis Manufacturer if It is Less Than the Above Stated Capacity**	1.00		
34996691	7-Way Flat Trailer Plug, Pollak 11-893P, Packaged	1.00		
34996748	Trailer Plug Mounting Bracket, Pollak 12-711UP, Packaged for Use with 7-Way RV Trailer Plug 90 Degree Bend	1.00		
35376883	Plug Adaptor, US CAR	1.00		
34995222	Installation Labor HITCH, 7WAY RV, ADPT	2.25		
PACKAGE	LED 15" MINIBAR AMBER/GREEN MOUNT ON CABGUARD PLATE 2 - MOUNT IN GRILL 2 - MOUNT ON REAR OF BODY WIRE ALL STROBES TO OEM UPFITTER SWITCH KEY HOT	1.00		
35732062	JOURNEYMAN 18 AIR COMPRESSOR GAS ENGINE, PORTABLE	1.00		
33337780	Ratchet Straps, Buyers RTD211218 1" Wide x 12' Foot Set of (2) S-Hooks 600lb Working Load Limit Weight: 2.53lbs	1.00		
35732064	QUICK COUPLER 1/2 HOSE, MALE	1.00		
35732065	QUICK COUPLER 1/2 HOSE, FEMALE	1.00		

34995222	Installation Labor STRAP DOWN BOSS COMPRESSOR IN CARGO AREA MALE & FEMALE QUICK COUPLER	3.00		
35615809	REEL,HOSE AUTO 7800 OLP LESS	1.00		
35615808	HOSE,AIR 1/2"X50'NPT 300 WP	1.00		
35615810	STOP,HOSE 1/2" REELCRAFT 2-HR1004-3	1.00		
30696870	Hose Reel Roller Guide, ReelCraft HR1145	1.00		
35615645	100 Amp Fuse, Eaton Bussmann AMG-100	1.00		
35616022	BUSS FUSE HOLDER FOR AMG FUSES	1.00		
34995222	Installation Labor HOSEREEL C/S BETWEEN BULKHEAD AND COMPRESSOR AREA WITH FAIRLEAD INTO FRONT C/S COMPT.	5.00		
35001843	LIFTGATE SRVBODY 49x38+4 1300# EXT ALUMINUM SRV BODY G2 54	1.00		
35081005	Pending Quote Item GALVANIZED LIFTGATE	1.00		
35612383	2-LIGHT LED LIGHT KIT OPTIONS	1.00		
34995222	Installation Labor LIFTGATE WITH LIGHT KIT	9.00		

Customer PO

Total Price

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Flint terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide
may require a chassis spec sheet

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Portage City

Attn: Jereme Rowland

Phone: (269)-329-4445

December 29, 2023

Equipment Quotation DQ0004648

Chassis: 2024 T/A Western Star 47X SBA, 9L Cummins, Allison 3000

Supply and install a tandem axle hook lift system including the following:

Hook lift system: SwapLoader Model SL-412

40,000 lbs. dumping capacity

Hooklift shall be able to handle skid-mounted containers/bodies with lengths of 12' – 15'

Hooklift to have a minimum of 60-degree dump angle, on 41" truck frame height chassis

Skid-mounted containers/bodies shall be supported with pair of 7 1/4" minimum diameter outside flanged rollers at the rear of the hoist, and be adjustable to accommodate bodies/containers with outside subframe rail widths of 40 1/2" or 41 5/8"

Hooklift operation:

The lift shall adjust weight distribution of the container/body horizontally on the chassis while remaining in the body locks and without lifting the container/body rails off the hoist frame

Hooklift has a dual rear pivot section incorporated into the hoist design to allow for a true dump truck operation, with the container/body secured to the hooklift via body locks during the entire dump cycle, and increased mounting leverage at the beginning of the container lift cycle

Hooklift jib to reach rearward to the A-frame lifting bar by means of double-articulating hinge points (dual rear pivot) incorporated into the hoist mechanism

All lift sections shall lock into a common rigid full-length frame to support the container/body when in dump mode. This must be accomplished by mechanical operated latches, which lock the mast

Jib lock-out valve to prevent jib operation while in dump mode

Hydraulic Cylinders:

Dump/lift cylinders are double acting, twin cylinders, sided for the unit capacity with dual integral counterbalance valves. Dump/lift cylinders are 6" bore, 3" rod diameter, and 56" stroke

Telescopic jib cylinder shall be double acting, single cylinder, sized for the unit capacity with a single counterbalance valve. Jib cylinder to be a 4" bore, 2.5" rod diameter, and a 30" stroke

Hydraulic operating pressure not to exceed 2800 PSI

Mainframe Design:

The mainframe of the hoist is constructed of a "Z" rail configuration

The "Z" rail mainframe is to be a maximum of 10.5" in height and constructed of 1/4" thick A572 50 KSI steel

Hoist "Z" frame rails to include 6 (three per side) 11 3/4" x 2 3/4" x 1/2" Nylatron wear pads for container/body support

The Nylatron pad will allow the containers/bodies to slide back and forth horizontally on the "Z" rail of the hoist with ease

Jib hook design:

Vertical jib is constructed of a 9" x 9" x 1/2" wall square tube of A500 46 KSI steel

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Adjustable Jib hook must be adjustable to either 53-7/8" or 61-3/4" hook height
With the Jib hook in the 61-3/4" position, the hook lift shall be able to pick up a body at 22-1/2" below the grade of the A-frame lift bar (assumes 41" truck frame height)
With the Jib hook in the 53-7/8" position, the hook lift shall be able to pick up a body at 8-1/2" below the grade of the A-frame lift bar (assumes 41" truck frame height)
Jib hook is designed to secure container/body to the hoist without the need for a hook latch mechanism to cover the hook opening

Pins:

All hooklift pins are constructed of high-strength CFR steel bar
All pinned connections are greaseable to both lubricate the joint and flush out all contaminants

Body locks:

Hooklift has a passive integral slide through body locks to secure the container/body latch plates to the hooklift in dump and transport positions; to accommodate different length bodies and to allow for weight distribution changes while remaining in the body locks when in transport or dump cycle

Hook lift warranty:

The complete mechanism, including hydraulics, will be factory warrantied to be free of defects in material and workmanship for a period of 48 months on Parts, and 12 months on Labor from the date of installation

Install Pro-Tech 14 ga. polished stainless steel tandem fender kits including the following:

Two (2) 30-7367-101 full fenders
Mounted with Buyers stainless steel fender bracketry and stainless-steel U-bolts at front and rear with angular support in the middle
Install short mudflaps to rear side of fenders

Install Monroe model MS4512 underbody scraper including the following:

Updated center bolt piloted into the hanger board
Two 4" power reverse cylinder with 2" Socatri or Nimet rods
Two 3-1/2" actuating cylinders with 2" Socatri or Nimet rods
All cylinders have poly Pak seals
1" circle with 5" greaseable center bolt
Circle includes a welded-in hardened bushing
1" x 20" x 12' moldboard
Install Kennametal carbide cutting edges
2" clevis bosses on power reverse cylinders
Contoured circle clamps with poly type wear pads
Three reinforced moldboard hinges with gussets
15-point grease line kit
3/8" stainless steel pipe and hoses for faster scraper actuation
Hinge shaft is 2.5" cold rolled round stock
Moldboard hinges are constructed of 3/8" wall DOM tubing
Adjustable j-50 relief valve is included
Cushion valve for power reverse circuit is included
Cylindrical proximity switch mounted on scraper for scraper up/down
Stainless steel piping will be used for plumbing mounted to the hanger board
Serrated bar grating step on streetside of moldboard

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Paint both ends of underbody scraper Orange in color

Carbide curb guards on both sides of scraper moldboard

Install right hand Monroe 9 ft mid mounted patrol wing including the following:

Captive moldboard

Grease line kit for paraglide assembly

Para-Glide style wing post mounted behind the scraper

Twin rear-mounted, cushioned push arms with rear lift cylinder to operate the heel

Moldboard is break formed 3/16 steel with 3/4" x 4" x 4" bottom angle

Moldboard is powder coated orange

D type rubber bumper stops

Safety chain at rear

5"x7" rear cross tube for rear wing support

Rear wing post to be removeable for summer operations

Sequencing valve with hoses and couplers

Lock valves are built into the sequencing valve to prevent both the toe and heel Cylinder from drifting when in the stored position

SoundOff LED dual amber/green Mpower flasher mounted to end of wing using a custom stainless steel mounting bracket, includes forward facing 3/4" marker light

5/8" X 8" X 108" reverse curve steel cutting edge

Two TTWS-NIHARD cast iron plow shoes

Carbide curb guard

Heel cylinder hydraulic disconnects are stainless steel

Install 36" LED amber/green whip light mounted horizontally at end of wing, preferably where light will not shine directly into the operator's eyes

Work light/spotlight mounted behind cab to illuminate wing

Put supplied chain kit for wing in cab

Install 29" Husting type front hitch including the following:

Roller pins installed

12" Channel type front bumper with tapered back ends

Chain storage box with expanded metal bottom installed behind the bumper, streetside only

3" x 10" lift cylinder with Socatri or Nimet rod

Fabricate and install all necessary braces and kicker legs for front plow use

Install steps to the kicker legs at the base of the front hitch

Two (2) tow hooks mounted to outside of chassis frame rails at the front with access holes cut into the front bumper

Install 1/2" side plate reinforcements for front hitch/bumper assembly

Hitch is bolted to the front bumper

Supply and install Monroe SS Combo Style Fuel/Hydraulic/Valve enclosure including:

Constructed of 7 ga. 201 stainless steel

Model #00166450

100-gallon fuel oil capacity, 35-gallon hydraulic oil

Fuel/hydraulic tank/ valve enclosure is 1-piece construction

Fuel gauge sending unit

Truck & Trailer Specialties

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Dutton, MI. 49316

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Hydraulic valve enclosure built into left side of tank

Valve enclosure has a weather tight door

Low oil sensor in hydraulic tank wired to indicator light in dash mounted heads-up display

Top of the tank Zinga return line filter

Suction strainer in supply port of the hydraulic tank

Ball valve shut off on case drain and supply ports

Ball valve shut offs on supply and return side of fuel system

Sight and temperature gauge

Tank labels

Hydraulic tank will be filled with AW-32 hydraulic oil

Step installed below streetside of combo tank for use with refueling

Install central Hydraulic System including the following:

Rexroth 140 CC load sense front of the engine hydraulic pump

Pump flange mounted on pump

Spicer 1310 drive line with splined slip yoke

Solenoid operated low oil shut down block

Override system and a manually operated switch

Rex Roth 9M4-12 hydraulic valve with mid inlet with the following sections:

4-way air-controlled section for front plow up/down with LSR, 16 GPM

4-way air-controlled section for scraper up/down with LSR, 16 GPM

4-way air-controlled section for scraper swing with LSR, 16 GPM

4-way air-controlled cylinder spool section for SwapLoader jib up/down, 19 GPM

4-way air-controlled motor spool section for SwapLoader hoist up/down, 34 GPM

Mid inlet section with 2750 psi system relief

4-way air-controlled motor spool section for wing up/down with LSR, 19 GPM

3-way Electric proportioning section for the spinner, with LSR, 8 GPM

3-way Electric proportioning section for main augers with LSR, 19 GPM

4-way Electric proportioning section for anti-ice/prewet with LSR, (18A & 10B)

*****Deleted directable spinner section*****

All valve sections are individually pressure compensated

Install Pneu-Logic 6 button single joystick air controller with dead man safety switch

Single, dual axis, multi-function air over hydraulic Joystick controller

Function buttons and air lines are color coded

Joystick provides proportional air control to actuate the plow, scraper, hoist/jib, and wing, functions at the valve, includes control buttons for remote pause/blast

Arm rest to house switches for tarp, low oil shut down and override switch, and air tailgate

2.5" supply hose

Return line manifold with 1.25" hose from manifold to filter

Install new Hook loader heads up display to show in use function including the following:

Function buttons for joystick

Tailgate open

Low oil light

Body up light

Pump shut down light

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In cab controls:

Tarp control mounted in console with tarp plug installed at the rear of the truck

Anti-Ice control mounted in a wired rite switch box including:

Left Boom

Center Boom

Right boom

Blank spot with no switch cutout – (Deleted switch for directional spinner)

Spare

Wiring for the boom switches is extended to the back of the cab and is wired into a plug

Wiring for the lights on the V-box/Anti-ice attachments are wired to a plug behind the cab

Wiring for dump body lights, tarp, and air control for the tailgate is extended to the rear

and includes a gladhand for the air tailgate, a plug for the tarp wiring, and a

plug for the dump body mounted lights

Sander circuits and anti-ice circuits are extended to the back of the cab and include stainless

steel hydraulic couplers

Behind cab hydraulic couplers to be mounted horizontally (not angled upward), to help

prevent water intrusion

Chassis supplied upfitter switches to be used for the following:

Front Flasher

Rear Flasher

Scraper lights

Wing light

Sander light

Camera wash (momentary)

Install Rex Roth Model CS660 ground speed controller including:

Display housing: 9.942" W x 7.230 H x 2.37" D

Display screen: 7" capacitive touch screen

Loudspeaker: 1.5-Watt amplifier with adjustable voice feedback

Proportional outputs: 9 channels

Digital outputs: 5 channels

Frequency inputs: 5 channels

Switch inputs: 8 channels

Analogue inputs: 7 channels

(All inputs protected and filtered)

Interfaces: 2 CAN ports, 2 serial ports

Remote/adjustable pause/blast feature wired into the Pneu-Logic controller

Stationary unload feature for both solid and liquid materials

Console has key protection to access system settings

GPS Wi-Fi interface capabilities (GPS and Wi-Fi antennas are included)

Road Watch Temp sensor will be installed on the mirror head and wired into the controller

PC based software with trip summary report availability

Operating temperature: -22-degrees F to 185-degrees F

System setup & calibration training is included

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Install custom lighting/electrical including:

Front plow lights mounted on aluminum brackets, wired into factory plow light circuit,

Drivers side mounted 72" - 73" from ground to bottom of light

Passenger side mounted 77" - 78" from ground to bottom of light

3-hole stainless steel light boxes mounted horizontally behind fenders to include one each side:

SoundOff LED stop/turn/taillights mounted in end holes of light box

SoundOff LED amber/green flashers in middle holes of light box

SoundOff LED back up lights mounted in inside holes of light box

All required marker lights to be SoundOff LED

Sound Off LED amber/green strobe lights #ELB45BCHOPC installed on chassis supplied

Light mount brackets on the left and right sides above the cab, and include stainless steel rod brush guards

Top mounted strobes and rear flashers will be activated by the separate chassis supplied upfitter switches for Front/Rear

(1) LED sander light will be installed at the left rear of body

(2) LED underbody scraper lights installed, one each side

36" gel filled amber/green Tribal Whip to installed horizontally at end of wing

Emergency and work lighting to be wired to keyed power

Proximity switch for body up and light in the cab

Betts Dry-seal junction box

Back up alarm

Install City supplied TVR10C-01-001 tire pressure monitoring system including:

Install 10 screw on cap style tire sensors, one on each wheel,

(Quote is not applicable for band style sensors)

Install Repeater per manufacturer specifications and wire to fused chassis power supply

Install TireView wide screen display to in cab console using supplied mounting bracket, and wire to chassis fused power supply

Program tire pressure monitoring system per manufacturer recommendations

Install City supplied SkyHawk Telematics GPS system including the following:

AK1-J19-Kit modem kit including:

Modem

Backup battery

J1939 ECM cabling

GPS/Cellular antenna

Wiring harness

AVL-ATR-SPR Atrack SSI kit including:

Universal controller interpreter and serial cable connection to AK11

SPR-UNV-KIT universal spreader cable kit

AVL-SPR-660: CS660 AVL transmission cable

PBS-PRO-NWP-KIT proximity sensor kit including:

Sensor

Mounting bracket

30' LED cable

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(One proximity sensor for scraper)

Signals for strobe light on, scraper down, and spreader controller on to be wired to SkyHawk system

Supply and install MS Foster Camera Monitor with wash system includes:

Voyager VOM719WP 7" LCD Color Monitor

Single image, split screen, or quad view viewing modes

Four camera inputs and six triggers

DC auto source for switching triggers

Backlit control buttons

Built-in audio speaker

Manual/auto day/night display brightness control

VOSHD6MNT Double knuckle monitor mount

Two (2) VCMS24B Cameras: Combines a 1/3" CMOS image sensor and 19 LEDs into compact

Construction, Black in color

Two (2) MSF5000 Camera Box: Stainless steel camera box with "U" pivot bracket,

(Rev. N 072219), one mounted curbside for view of wing, one mounted at rear

2 total Loomed power cables, (1) CEC34L1 and (1) CEC50L1

Wash system designed to plug into factory windshield wash, with air puffer components includes:

2 camera wash nozzles with stainless steel bracketry

Two retainers each, with in line check-valves

Momentary switch mounted in cab to operate puffers

Velvac 4-way electric solenoid air valve for air puffers

Airline and wash tube, from front of truck to each camera

5/32 tees to tie into factory wash pump

Install 3/4" rear hitch plate including the following:

PH20 pintle hook, installed 23-1/2" from ground to the hitch valley

Two (2) 3/4" D-rings for use with safety chains

7-way RV style trailer plug, wired to chassis

Electronic brake controller mounted in cab, wired to chassis

Fabricate and install removeable ICC rear bumper

OEM taillights will not be used

Miscellaneous:

Modify bottom chassis supplied entry step as needed to allow for scraper clearance

Prebuild meeting with City of Portage, Truck & Trailer Specialties, and chassis dealer required before equipment is to be ordered

Above installed Price: \$143,786.00 ea.

DQO004654

Change to Kzoo Co style

Option #1: Monroe MCV-168-95-62 skid-mounted dual auger V-box including the following:

Dual augers with planetary gear boxes,

(Augers to have hardened flights)

Application rate sensor in one motor

Auger drive motors installed at front of V-box

Bolt-on Mild steel top screens with H-beam support

Stainless steel quick couplers

Truck & Trailer Specialties

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Adjustable inverted "V"
Hopper length is 168"
Hopper width is 95"
Side height on hopper is 62"
Sides are 10 ga. type 201 stainless steel with 45-degree sloped sides
Body longitudinal is 7 ga. type 201 stainless steel
201 stainless steel construction, un-painted
Body is 100% continuously welded
7 gauge 12" x 18" feed gate with self-locking screw type jack
Manually operated tailgate
Auger trough is 7 ga. type 201 stainless steel
3/16" replaceable 201 stainless steel floor
7-gauge 201 stainless bolt in chain shields
2" double crimped top edge
1 H.D. lift loop at each corner, 4 total
Front bearing grease extensions to the side
Stainless steel fold down ladder installed curbside front of V-box
Install Galvanized skid assembly with poly liner on top side
Monroe 54" galvanized leg kit with rollers at rear
Install 2-hole stainless steel light boxes at the rear of the V-box including the following:
 SoundOff LED Stop/turn/taillights in top holes
 SoundOff LED amber/green flashers #ENFSLSRV12 in bottom holes
Install 1-oval hole stainless steel light boxes, side facing, one each side to house:
 SoundOff LED amber/green flashers #ENFSLSRV12
Betts junction box for wiring termination
7-way plug
Plumb prewet and spinner circuits down the street side of the V-box
Tip up spinner assembly with poly disc
Stainless steel hand winch
Plumb hydraulic circuits down the side of the body to the front of the V-box
Extend wiring down the side of the V-box to the front for lighting
7-way Plug for the lights at the front of the body mounted in the quick coupler panel for hydraulics

Monroe closed loop hydraulic Pre wet system installed on the dual auger body including:

Bronze 7 GPM hydraulic gear pump mounted in a fiberglass enclosure
Dickey-John flow meter
Liquid spray bar installed in the auger trough
Two (2) 100-gallon poly pre-wet tanks with stainless steel mounting hardware, one per side,
 Prewet tanks to be mounted as far forward as possible
Tanks are UV stabilized and are rotationally molded with .350 wall thickness
Install additional ball valve shut off to balance fill of both tanks
Bulk fill kit, pump flusher kit, tank crossover connect kit, and remote vent kit included
Low fluid level sensor wired to spreader controller

Option #1 Price Add: \$68,732.00 ea.

DQO004656

Option #2: Crysteel Select 14' stainless steel skid mounted hook loader dump body including:

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Body: 14' L 87" I.D. 99" O.D.

Built on a 53-7/8" hook and skid assembly

Front style: straight, height 48", material 7 ga. stainless steel

Custom integral cab shield, approx. 12" extension, includes cut-out to allow for clearance of the SwapLoader hook when loading/unloading

Side Style: Single panel with rubrail/pressed horizontal

Side height: 48" front/ rear, material 7 ga. stainless steel

Tailgate height: 48", material 7 ga. stainless steel

Rear pillar width: 18"

9 panel tailgate, 3-1/2" thick, air operated, brake chamber style tailgate release

Floor material: 1/4" AR450

Frame material: A36 steel

Frame Style: 6" channel

Body is 100% continuously welded

6" x 10" rollers at rear

Chain slot bracket type: banjo

3 oval lights in rear pillars of body to include:

SoundOff LED amber/green flashers #ENFSLSRV12 in top holes

SoundOff LED stop/turn/taillights in middle holes

SoundOff LED back up lights in bottom holes

Crysteel folding ladder installed on the **left** rear corner of the dump body

Install Roll-Rite electric tarp including

Aluminum wind deflector

Aluminum tarp arms and tension bow

30-degree elbows for loader clearance

3-spring pivot arms

18' heavy-duty mesh tarp cover

Betts junction box for wiring termination

7-way plug

Underside of dump body to be painted Black in color

Stainless steel to remain bare/unpainted

Option #2 Price Add: \$36,106.00 ea.

DQO004657

Option #3: Supply Monroe skid mounted 3-lane Anti-ice system including the following:

2,350-gallon tank with center baffle system that is rated 1.9 specific gravity

Tank includes stainless steel hoops and a 16" manhole dome cover with lanyards

Tank includes drain port on front side

Hold-down brackets on the street side to attach hydraulic plumbing and wiring

Galvanized mild steel skid with 54" hook height, updated channel design skid

Monroe 36" Galvanized fixed leg kit at the rear with rollers

190 GPM pump Hydro 9306C rated for 190 GPM, 2" inlet, 1.5" outlet

Anti-ice system includes the following:

3-lane closed loop non-tiered plumbing kit

3-lane electric boom valves

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

1-1/2" stainless steel spray bars

3-lane wet booms with streamer nozzles, telescoping mount with bungie assist

Anti-ice unit flow meter is Raven RFM 100

Hydraulic circuits plumbed from the front to the rear of body in stainless steel pipe

Hydraulic circuits will be equipped with stainless quick connects and jumper hoses

No dust control plumbing is included

Wiring for lights and sensors in the front of the body will include a 7-way plug

Wiring for lights and feedback sensor will be run down the side to a rear mounted junction box

Install 2-oval hole stainless steel light boxes, rear facing, one each side to house:

Sound off LED stop/turn taillights in top holes

SoundOff LED amber/green flashers #ENFSLSRV12 in bottom holes

Install 1-oval hole stainless steel light boxes, side facing, one each side to house:

SoundOff LED amber/green flashers #ENFSLSRV12

Option #3 Price Add: \$36,424.00 ea.

DQO004658

Option #4: Monroe model MPFA-34-71-12-NT one-way, fixed angle, non-trip front plow including:

29" husting hitch plow portion

34" nose height, 71" discharge height

Right hand discharge

3/16" brake formed moldboard

12' x 8" x 5/8" cutting edge

Boomerang adjustable 2" x 6" x 16" cast shoes

38-degree attack angle

Steel snow deflector bolted on front of plow

One piece flame cut ribs

Heavy-duty fixed angle push frame with 3" offset to the right

Moldboard and push frame to be continuously welded

Front side of moldboard to be painted Orange in color

Rear side of moldboard, push frame, and plow portion hitch to be painted Black in color

Option #4 Price Add: \$9,136.00 ea.

DQO004659

Option #5: Supply Industrial Metals skid mounted flatbed including the following:

14' x 101" OD (96" deck) plus 18" beaver tail

Four (4) rollers cut into rear, two towards outer frame rail, two in middle,
rollers are serviceable

Bulkhead approximately 2-1/2" taller than the A-frame of the skid

Slotted viewing window, 6" from fame and top, approximately 50% of bulkhead

1/4" treadplate deck

6 heavy-duty top mounted D-rings, one in each corner then center long outside of deck

2" x 4" 1/4" stake pockets and 2-1/2" x 3/8" tie rail on sides of flatbed

No light hole cut-outs

Primed and painted Gloss Black, undersides coated with Medallion

Marker light kit installed

Junction box mounted at rear

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

7-way plug

Option #5 Price Add: \$19,710.00 ea.

Option #6 Install forward facing camera with DVR including the following:

DVR4100 Mobile digital video recorder for rear camera includes:

One (1) CEC10 10' main system cable with waterproof camera connector

256GB solid-state drive with SD card backup

Up to four camera recording, tamper-resistant storage, automatic event triggering,

Multiple methods for video review, GPS speed and map syncing, heavy-duty construction, protective aluminum box, SD Panasonic 32GB card, and

1126810 adapter cable

Forward facing camera

Option #6 Price Add: \$ 1,754.00 ea.

Lead time: 365 – 400 days ARO

Payment Terms: Net 30

Pricing good for: 30 days

Thank you for the opportunity to quote.

Submitted by:

Chad Veenstra / Mike Bouwman

Changes from last SwapLoader builds:

Paint both ends of underbody scraper Orange in color

Kennametal carbide cutting edges on scraper

Carbide curb guards on both ends of scraper moldboard

Grease line kit for paraglide wing post

Included TTWS-NIHARD wing shoes

Included carbide curb guard for wing

Stainless steel bracket mounted at end of wing to flush mount a dual Mpower LED

amber/green flasher facing rearward, and amber LED marker light facing forward

ILO stainless steel light box

Rexroth 140 CC piston pump in lieu of Danfoss

6 button Pneu-Logic controller in lieu of 8 button as going with tip up spinner in lieu of directional

Rexroth CS660 spreader controller in lieu of discontinued CS550

Behind cab hydraulic couplers to be mounted horizontally (not angled upward), to help prevent water intrusion

Included installing City supplied tire pressure monitor system

Included installing City supplied GPS system

Truck & Trailer Specialties

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Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

VCMS24B cameras in lieu of VCMS20B

Optioned forward facing camera with DVR

Option #1 changes from last SwapLoader build:

Kalamazoo County style SwapLoader V-box, 62" side height, 95" width

V-box to have 2' sloped front with doghouse cutout for hooklift application

3/8" poly liner installed between skid and V-box

Bolt-on top grates for V-box in lieu of hydraulic interlock

Standard tip-up spinner assembly (not directional)

(Includes delete valve section and directional spinner control switch
from Wired-Rite switch box)

Stainless steel hand winch for spinner assembly in lieu of mild steel

Prewet tanks to be mounted as far forward on the V-box as possible

Option #2 changes from last SwapLoader build:

48" side/rear height in lieu of 36" sides with 48" tailgate

Dump body fold down ladder mounted streetside rear in lieu of curbside rear

Three oval light hole cutouts in rear pillars in lieu of two, added amber/green LED flashers

Option #3 changes from last SwapLoader build:

Updated channel design galvanized skid for anti-ice unit with Monroe 36" galvanized leg kit

No changes to option #4 – same as last time

Added option #5 for flatbed

Added option #6 for forward facing camera with DVR

Chassis requirements:

CT measurement to be determined at time of order

T/A Western Star 47X SBA

24" ground clearance package

Cummins L9 engine

Front of engine PTO provision

Horizontal DPF system with ground clearance package for underbody scraper installed curbside under
cab with vertical stack, includes entry steps for curbside cab access

Two beacon light mount brackets above the cab with wiring extruding outside of the cab at each bracket,
one each side

Allison 3000 RDS transmission

Column mounted transmission stalk shifter

Quick-fit body lighting connector at end of frame with cap

DEF tank mounted directly behind streetside front fender

Low profile batter box installed behind DEF tank long side to rail

Trailer wiring to rear with 7-way connector

90 Amp service for body builder installed components mounted between seats

24" integral front frame extensions

Omit front bumper

Front tow hooks

Temporary fuel tank

Switch for upfitter installed plow lights with wiring and dual connections at the front bumper

Six programable switches, and four hardwired switches, all 20 Amp minimum

8 switches on 4CG to be mounted as low as possible on flex panel, no gauges in flex panel

Quick-fit powertrain interface connector located between seats

Prepared for:
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Prepared by:
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Phone: 517-484-1905

A proposal for
PORTAGE CITY OF

Prepared by
D and K TRUCK COMPANY
Brian Pratt

Nov 03, 2023

Western Star 47X



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

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Q U O T A T I O N

WESTERN STAR 47X

SET BACK AXLE - TRUCK
 CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-
 FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RT-46-164 46,000# R-SERIES TANDEM REAR AXLE
 AIRLINER 46,000# REAR SUSPENSION
 DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 18,000# TAPERLEAF FRONT SUSPENSION

111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
 5125MM (202 INCH) WHEELBASE
 15.0MM X 89.0MM X 315.0MM STEEL FRAME
 (0.59X3.5X12.4 INCH) 120 KSI
 2600MM (102 INCH) REAR FRAME OVERHANG
 TEM TO EVALUATE AND INSTALL FRAME RAIL
 REINFORCEMENT AS NEEDED FOR FRONT
 FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (2)	\$	133,350	\$	266,700
EXTENDED WARRANTY		\$	2,660	\$	5,320
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	136,010	\$	272,020

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(341)	\$	(682)
TAXES AND FEES	\$	15	\$	30
OTHER CHARGES	\$	260	\$	520

TRADE-IN

TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	135,944	\$	271,888

Any adjustment or spec changes may affect the price of the truck. This price is based on the spec attached final review will be completed that may have an impact on cost.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____.

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Daimler Truck Financial

Financing that works for you.

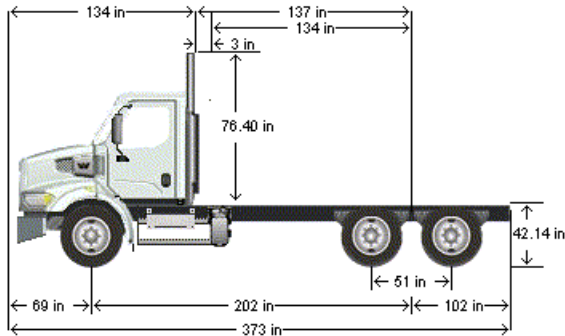
See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

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

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	47X
Wheelbase (545)	5125MM (202 INCH) WHEELBASE
Rear Frame Overhang (552)	2600MM (102 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	134.2
Bumper to Centerline of Front Axle (BA)	69.1
Front Axle to Back of Cab (AC)	65.2
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	136.6
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	133.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	239.0
Cab Height (CH)	76.4
Wheelbase (WB)	201.8
Frame Overhang (OH)	102.4
Overall Frame Length	373.1
Overall Length (OAL)	373.2
Rear Axle Spacing	51.0
Unladen Frame Height at Centerline of Rear Axle	42.1

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

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

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28X	WST 47X/49X PRL-28X (EFF:MY25 ORDERS)		
Data Version			
DRL-017	SPECPRO21 DATA RELEASE VER 017		
Vehicle Configuration			
001-470	WESTERN STAR 47X	9,050	6,525
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
AF2-998	NO STATE/PROVINCE INITIAL REGISTRATION SELECTED		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		

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	Data Code	Description	Weight Front	Weight Rear
	A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service				
	AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE		
	AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.		
Engine				
	101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	-850	-70
Electronic Parameters				
N	79A-065	65 MPH ROAD SPEED LIMIT		
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	79K-002	PTO MODE ENGINE RPM LIMIT - 700 RPM		
	79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
	79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
	79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
	79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	79W-008	ONE DASH MOUNTED PTO SPEED WITH PTO SWITCH ENGAGEMENT		
	79X-023	PTO SPEED 1 SETTING - 600 RPM		
N	80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION		
N	80V-002	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION		
Engine Equipment				
	99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
	13E-001	STANDARD OIL PAN		
	105-001	ENGINE MOUNTED OIL CHECK AND FILL		
	014-111	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR		
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10	
	292-214	(4) DTNA GENUINE, FLOODED STARTING AND CYCLING, MIN 2800CCA, 760RC, THREADED STUD BATTERIES	50	20

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Data Code	Description	Weight Front	Weight Rear
290-105	ENCLOSED ALUMINUM BATTERY BOX MOUNTED LONG SIDE TO RAIL		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-020	UNPOLISHED ALUMINUM WST BATTERY BOX COVER		
33M-001	AUXILIARY POWER NET DISTRIBUTION BLOCK FOR BODY BUILDER USE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH		
016-1E2	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	-35	-30
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-032	11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1F8	RH CURVED VERTICAL TAILPIPE B-PILLAR RAISED UNDER STEP MOUNTED AFTERTREATMENT SYSTEM		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	9	3
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER		
43X-013	LH DIESEL EXHAUST FLUID TANK LOCATED BACK OF CAB WITH MAXIMUM APPROVED LENGTH DEF LINES COILED AT TANK		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		

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Data Code	Description	Weight Front	Weight Rear
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10	
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-109	1400 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
261-001	STANDARD CHARGE AIR COOLER PLUMBING		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION	10	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-230	-130
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Transmission Equipment

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

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Data Code	Description	Weight Front	Weight Rear
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-012	2000 RPM PRIMARY MODE SHIFT SPEED		
84H-012	2000 RPM SECONDARY MODE SHIFT SPEED		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
370-006	WATER TO OIL TRANSMISSION COOLER		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	90
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20
402-075	BENDIX ADB22X AIR DISC FRONT BRAKES	20
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-004	FRONT DISC BRAKE ROTORS	
427-001	FRONT BRAKE DUST SHIELDS	
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS	
536-104	DUAL POWER STEERING GEARS, BENDIX 16-20K	80
534-003	4 QUART POWER STEERING RESERVOIR	5

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Data Code	Description	Weight Front	Weight Rear
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-013	18,000# TAPERLEAF FRONT SUSPENSION	145	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-058	RT-46-164 46,000# R-SERIES TANDEM REAR AXLE		550
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		60
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-25	-25
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-075	BENDIX ADB22X AIR DISC REAR BRAKES		-60
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-005	REAR DISC BRAKE ROTORS		
425-002	REAR BRAKE DUST SHIELDS		
440-006	REAR OIL SEALS		
426-094	AIR DISC LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS		
41T-003	GUARANTEED NAME BRAND "ROADRANGER SYNTHETIC" FE 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			

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Data Code	Description	Weight Front	Weight Rear
622-199	AIRLINER 46,000# REAR SUSPENSION		330
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP		
624-016	51 INCH AXLE SPACING		
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE		
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
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Brake System

490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-040	WABCO SYSTEM SAVER 1200 HEATED AIR DRYER WITH PRESSURE CONTROL VALVE
479-012	AIR DRYER MOUNTED UNDER HOOD
460-001	STEEL AIR BRAKE RESERVOIRS
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)

Trailer Connections

914-012	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK WITH 36 INCHES ADDITIONAL LINE END OF FRAME	5	5
919-060	(1) ADDITIONAL SWITCH FOR ELEC/AIR SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		

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	Data Code	Description	Weight Front	Weight Rear
	30K-062	90 AMP SERVICE FOR BODY BUILDER INSTALLED COMPONENTS MOUNTED BETWEEN SEATS		
Wheelbase & Frame				
	545-512	5125MM (202 INCH) WHEELBASE		
	546-107	15.0MM X 89.0MM X 315.0MM STEEL FRAME (0.59X3.5X12.4 INCH) 120 KSI	400	490
	548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
	552-065	2600MM (102 INCH) REAR FRAME OVERHANG		
	55W-010	FRAME OVERHANG RANGE: 101 INCH TO 110 INCH	-110	460
	549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 136.61 in		
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 133.61 in		
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 373.11 in		
	ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 44.36 in		
	ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 41.06 in		
	ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 42.14 in		
	ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 40.62 in		
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 5.53 in		
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 144.65 in		
	553-001	SQUARE END OF FRAME		
	559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
N	561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
N	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)	10	10
N	572-001	STANDARD REARMOST CROSSMEMBER		
N	565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
N	568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		
Chassis Equipment				
	025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS		
	556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-60	

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	Data Code	Description	Weight Front	Weight Rear
	558-065	FRONT TOW HOOKS - FRONT FRAME EXTENSION MOUNTED		
	574-998	NO LICENSE PLATE MOUNTING		
	551-034	CLASS 10.9 THREADED METRIC FASTENERS		
	44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
Fuel Tanks				
	204-150	50 GALLON/189 LITER ALUMINUM FUEL TANK - LH	-25	
N	218-001	23 INCH DIAMETER FUEL TANK(S)		
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	212-034	FUEL TANK(S) AS FAR AFT AS POSSIBLE	60	-60
	664-001	PLAIN STEP FINISH		
	205-001	FUEL TANK CAP(S)		
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
	093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		160
Wheels				
	502-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS	82	
	505-753	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		40
	496-011	FRONT WHEEL MOUNTING NUTS		
	497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior				
	829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB		
	82A-028	STAINLESS STEEL CAB ACCENT MOLDING		
	667-001	FRONT FENDERS		
	754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
	678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES		

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Data Code	Description	Weight Front	Weight Rear
65X-009	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN		
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB		
644-048	X-SERIES VOCATIONAL HOOD		
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT		
652-016	WESTERN STAR NAMEPLATES		
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-001	SINGLE ELECTRIC HORN		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-064	DUAL AMBER LED CLASS I STROBE LIGHTS WITH STAINLESS STEEL BRACKETS ABOVE CAB DOORS	20	
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
302-073	VISOR MOUNTED LED MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-107	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED END OF FRAME		5
300-043	LED SIDE TURN SIGNAL		
318-1AD	SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS LH AT BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S)		
744-106	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR		
796-001	102 INCH EQUIPMENT WIDTH		
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
74A-998	NO AUXILIARY MIRROR		
74B-113	RH AND LH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRRORS WITH BLACK MOUNTING ARM	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER		
764-020	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16	

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Data Code	Description	Weight Front	Weight Rear
768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH		
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD		
659-016	1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL		
Cab Interior			
055-016	X-SERIES PREMIUM INTERIOR TRIM LEVEL PACKAGE		
707-1C4	CHARCOAL BLACK VINYL UP LEVEL INTERIOR		
70K-017	CARBON WITH PREMIUM TEAK ACCENT		
772-035	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION		
785-033	(1) DUAL USB CHARGING OUTLET, (1) LIGHTER OUTLET AND ASH TRAY		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
170-015	STANDARD HEATER PLUMBING		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
739-034	PREMIUM INSULATION		
324-1B2	PREMIUM LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-138	ALL UNIT (S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1041		
78G-003	KEY QUANTITY OF 3		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
64C-003	BLACK DOOR HANDLES		
756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20	
760-036	SEARS TOOL BOX HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
758-135	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO		

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Data Code	Description	Weight Front	Weight Rear
761-138	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH NO LOGO		
763-1AB	3 POINT HIGH VISIBILITY ORANGE ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM		
106-002	ELECTRONIC ACCELERATOR CONTROL		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
734-018	STANDARD CENTER INSTRUMENT PANEL		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS	2	
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
339-007	AUXILIARY POWER DISTRIBUTION MODULE FOR TEM USE, AUXILIARY EVAPORATOR MOUNTED, CIRCUIT BREAKER PROTECTED		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-998	NO ENGINE OIL TEMPERATURE GAUGE		

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Data Code	Description	Weight Front	Weight Rear
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
73K-998	NO SIDE OBJECT DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
35M-012	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (8) 20 AMP FUSED RELAYS		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-041	STANDARD SPEAKER SYSTEM		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO		
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD		
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-032	ELECTRONIC 2500 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-305	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		

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Data Code	Description	Weight Front	Weight Rear
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-113	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, CAPPED		
4C1-027	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS BATTERY POWER		
4C2-011	HARDWIRE SWITCH #2, ON/OFF LATCHING, 30 AMPS IGNITION POWER		
4C3-017	HARDWIRE SWITCH #3, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4C4-018	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS BATTERY POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE	2	
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
4E1-013	PROGRAMMABLE SWITCHES/INDICATORS LOCATED IN AUXILIARY PANEL		
48H-002	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS		
* 4CG-006	6 EXTRA PROGRAMMABLE SWITCHES/INDICATORS \$A1A0000ZZ,A1B0000ZZ,A1C0000ZZ,A1D0000ZZ,A1E0000ZZ,A1F0000ZZ		
48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-3QC CAB COLOR A: L6431EY WINTER WHITE ELITE
EY

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Data Code	Description	Weight Front	Weight Rear
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		

Certification / Compliance

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

48Q-006	PDI FURNISHED 100 PSI APERIA HALO TIRE INFLATION SYSTEM FOR TANDEM AXLE
998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY
* 999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE
999-037	

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9022 lbs	8356 lbs	17378 lbs
Total Weight ⁺	9022 lbs	8356 lbs	17378 lbs

Extended Warranty

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

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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

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

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: City Hall parking lot and landscape improvements

SUPPORTING PERSONNEL: Rodney Russell, Director of Public Works

ACTION RECOMMENDED: Award a contract in the amount of \$1,108,609.70 to H &K Excavating, for City Hall parking lot and landscaping improvements and authorize the City Manager to execute all documents related to this action on behalf of the city.

The 2023-2024 Capital Improvement Program budget includes funding for various landscaping improvements at City Hall, including removing the fountain and ADA sidewalk improvements. The 2024-2025 Capital Improvement Program budget includes funding to redesign the parking lot at City Hall, including improved drainage, paving, and lighting improvements.

A Request for Proposal (RFP) was posted in the Kalamazoo Gazette, on the City of Portage's website, on social media, and on BidNet where 886 contractors were matched and notified of this project. Additionally, 104 local contractors were notified. On March 27, 2024, three bids were received for these parking lot and landscaping improvements at City Hall. H&K Excavating of Kalamazoo, Michigan submitted the lowest bid in the amount of \$1,108,609.70. The low bid is within the budget and city staff believe H&K has the experience and knowledge to complete this project.

It is recommended that a contract be awarded to H &K Excavating in the amount of \$1,108,609.70 for City Hall parking lot and landscaping improvements and that the City Manager be authorized to execute all documents related to this contract on behalf of the city.

FUNDING: Funds are available in the Fiscal Year 2023-2024 & 2024-2025 Public Facilities- City Hall Improvements CIP accounts.

Attachments: 1. Bid Tabulations 2024 RFB City Hall Improvements

**2024 RFB CITY HALL IMPROVEMENTS
CONSTRUCTION SERVICES
BID TABULATION**
BID OPENING ON MARCH 27, 2024 AT 3 PM

H&K Excavating	\$	1,108,609.70
7504 Stadium Drive		
Kalamazoo, Michigan, 49009		

Swarthout Excavating, LLC	\$	1,207,331.00
14502 East Y Ave		
Fulton, Michigan, 49052		

Hoffman Brothers, Inc.	\$	1,442,702.60
8574 Verona Road		
Battle Creek, Michigan, 49014		

Opened by:  _____
Victoria Barboza, Purchasing Manager

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Budget Amendment to Avoid Fiscal Year 2023-2024 Debt Issuance

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve a budget amendment to use \$3,017,066 in excess General Fund balance to fund Fiscal Year 2023-2024 Capital Improvement Projects instead of issuing bonds, via a transfer from the General Fund to the Capital Improvement Fund.

The Fiscal Year 2023-2024 budget included the following Capital Improvement Projects (CIP) and amounts to be funded via bond issuance:

CIP Project	Amount
Major Street Reconstruction - Portage Road (Romence Road Parkway - Fairfield Road)	\$351,548
Major Street Reconstruction - South Westnedge Avenue (Osterhout Avenue - South Shore Drive)	\$1,850,000
Austin Lake Trail	\$300,000
Lakeview Park Renovation	\$116,518
West Lake Overlook	\$54,000
Police Mobile Computers/Mobile Video	\$345,000
Total	\$3,017,066

The General Fund Reserve Policy was modified at the May 9, 2023, City Council meeting from 24% down to 20%. Currently, the excess General Fund balance over the 20% threshold is \$11,976,151. A portion of this excess has been allocated to parks CIP projects (East Central Trail, Lexington Green Park Improvements, and Lakeview Park) in the amount of \$1,048,752, as approved by the City Council at the April 23, 2024, City Council meeting. Another \$2,136,546 was allocated to fund Fiscal Year 2024-2025 CIP projects as part of the Fiscal Year 2024-2025 budget adoption at the May 28, 2024, City Council meeting. Of the excess General Fund balance, \$8,790,853 remains. To avoid issuing debt, the General Fund balance can be used as a fiscally responsible alternative. If approved, the remaining excess General Fund balance will be \$5,773,887, which is available for tornado expenditures, future debt avoidance, and/or other budget issues.

It is therefore recommended that City Council approve a budget amendment to use \$3,017,066 in excess General Fund balance to fund Fiscal Year 2023-2024 Capital Improvement Projects, via a transfer from the General Fund to the Capital Improvement Fund.

FUNDING: Excess General Fund Balance over the 20% threshold

Attachments: 1. General Fund Excess Fund Balance

City of Portage - General Fund

Additional funds available for FY 23/24

as of 05/31/24

DRAFT

SOURCES:

Beginning Fund Balance, FY 21/22	15,314,186	
Net Change, FY 22/23	2,989,553	
Ending Fund Balance @ 6/30/23		18,303,739
Amended budget, FY 23/24		
Expenditures & Transfers Out *	31,637,939	
Fund balance %	58%	
Fund balance policy minimum	20%	
Target Fund Balance Policy Minimum (\$)	6,327,588	
Excess General Fund balance over Target		<u><u>11,976,151</u></u>

Recommended Uses:

Budgeted use of fund balance, FY 23/24	-
E Central, Lexington, Lakeview parks projects "	(1,048,752)
Reserve to use excess General Fund balance for FY 24/25 CIP #	(2,136,546)
Reserve to fund FY 23/24 CIP instead of bonding ^	(3,017,066)
Total Uses	<u><u>(6,202,364)</u></u>
Available for CIP debt avoidance and/or budget issues	<u><u>5,773,787</u></u>

Fund Balance @ 6/30/23 after uses	12,101,375
Fund balance % after uses	38%
Fund balance over 20% threshold	5,773,787

Key

* moving target as budget amendments/transfers are posted throughout the FY

" City Council approved use in 4/23/24 agenda items

City Council approved use as part of FY 2024-2025 budget adoption on 5/28/24

^ need City Council approval

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Use of General Fund Balance for Tornado Related Expenses

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director
Adam Herringa, Chief Operating Officer

ACTION RECOMMENDED: Approve a budget amendment of up to \$2 million in General Fund balance to cover tornado-related damage and recovery efforts and authorize the City Administration to make tornado-related emergency purchases.

A tornado touched down in Portage on May 7, 2024, and caused millions of dollars in public and private property damage. In the days and weeks following the disaster (declared by the Mayor, Kalamazoo County Board and Governor), city forces have been mobilized to make areas safe, to restore streets, utilities, parks and buildings and to manifest reasonable relief for private property owners.

Much of the city expenses will be reimbursed through our insurer at Michigan Municipal Risk Management Authority (MMRMA) and some expenses may be eligible for state or federal assistance. However, initial expenditures are best authorized by formal City Council action.

Larger expenditures will be authorized by explicit Council approval (such as debris removal), while others will be cumulative in nature and will be approved through established administrative processes. Costs will certainly exceed budgeted appropriations, and I am therefore seeking approval to expend up to \$2 million and to draw these funds from the available fund balance in the General Fund. Agenda Item B.8 regarding the Capital Improvement Program and Fund Balance provides excellent detail on the current status of the fund balance. Should this request and Agenda Item B.8 be approved, the remaining fund balance will be \$3,773,887 more than the 20% as prescribed by the General Fund Reserve Policy.

The Finance Department is maintaining an explicit list of expenses related to tornado recovery efforts and all details will be publicly available throughout the recovery process.

It is therefore recommended that City Council approve a budget amendment to use up to \$2 million in excess General Fund balance to fund tornado-related expenses.

FUNDING: Excess General Fund Balance over the 20% threshold

Attachments: None

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Lakefront Neighborhood Ordinance Amendment #23/24-3

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Accept for first reading the Lake Neighborhood Ordinance Amendment #23/24-3: Ordinance to amend City of Portage Chapter 42 Land Development Regulations relating to the Lake Neighborhood Zoning Amendments, and set a Public Hearing on July 9, 2024.

Lake Neighborhood Zoning Amendment

The City Council established a Fiscal Year 2023-2024 goal to provide relief to land use challenges in lake neighborhoods and to present amends to improve the zoning code. This process started last fall with extensive research by city staff on past variance requests for lakeshore properties, as well as development patterns, requests, and issues that have arisen. A public meeting was held in January to solicit input from all lakefront property owners. This open house and a concurrent survey that was conducted of lakefront property owners helped identify issues of concern to the residents. Staff presented the findings of this research to the April 18 Planning Commission. During the meeting, city staff presented a Lake Neighborhood Zoning initiative update (memorandum attached) summarizing lakeshore development history, past zoning changes, current zoning standards, public input received from a recent survey and open house, current development challenges, and concluded with suggested changes to development regulations.

After a public hearing at the May 16, 2024 meeting of the Planning Commission, the Planning Commission unanimously approved a recommendation to the City Council to adopt the proposed ordinance amendment: Ordinance to amend City of Portage Chapter 24 Article 5 Safety, Sanitation, and Health; and Chapter 42 Land Development Regulations relating to the Lake Neighborhood Zoning Amendments.

Planning Commission Consideration

Based on the four areas of suggested changes from the April 18, 2024, City Administration report, staff proposed corresponding code changes.

1. Concerns about lake viewsheds from adjacent development

Current Regulations

Sec 42-350: House Height Maximum: 2 stories; 30' (measured to roof mid-point)

Sec 42-350: Rear Yard (lakefront) Setback (R-1A): 40'

Sec 42-350 Footnote (B)(2)(b): Substandard lot size reduces rear yard setback 30.'

Sec 42-121(B)(2): Accessory building height max. in rear (lake) yard area: 8'

No prohibition of artificially raising grades for future housing.

Suggested Changes

- 1) Remove rear yard setback reduction for substandard lot size. Keep 40' for all lots AND
- 2) Reduce front yard setback from 25' to 20' for nonconforming lot size. AND
- 3) Prohibit raising of grades which artificially increases overall grade and house height.

Proposed Corresponding Code Changes

Add term Sec 42-350 (B)(2)(b) 'For non-lakefront lots...'

Add new Sec 42-350 (B)(2)(c) 'For lakefront lots with less than the required area, setbacks shall not be less than the following:'

- i. 40 feet to rear lot line.
- ii. 20 feet from front lot line.

Add to 'Building Height' definition in Sec 42-112.

Height calculations shall disregard any fill or construction which the director finds to have no significant purpose other than elevating the grade. In reaching such finding, the director shall consider only those architectural, structural, safety, aesthetic, access or other purposes claimed by the developer and supported by reasonable evidence.

2. Desire flexible setbacks and locations for detached garages

Current Regulation

Sec 42-350: Following setbacks apply to detached garages, sheds:

- Front: 25' – 27' (depends on conforming lot size)
Sides: 5' - 8' (depends on conforming lot width)

Suggested Changes

Where garage does not meet the front yard setback:

- 1) can be rebuilt located at least 20' away from the front property line (ROW) if garage doors face the street. Or
- 2) can be rebuilt located at least 15' away from the front property line (ROW) if garage doors do not face the street.

Proposed Corresponding Code Changes

Modify Sec 42-133(D) to state:

Notwithstanding any other standards in this section, within one year of demolition an existing residential detached garage which does not meet the front yard setback may be rebuilt if it faces the street and is located at least 20' away from front property line (ROW) or at least 15' from the front property line (ROW) if it does not face the street.

3. Desire larger driveway

Current Regulation

Sec 24-111 *Definition* – 'Improved Driveway' consists of uniform surface (asphalt, concrete, or gravel).

Max. average width: 24' for lot width $\leq 100'$

Max. average width: 30' for lot width $\geq 100'$

Staff notes that very few lakefront lots are 100' wide.

Suggested Changes

Allow alternative material: pervious pavers or blocks. AND

Require submittal of drainage plan; not required engineering drawing. AND
Create new 30' max average width regardless of lot width but not more than 50% coverage – for standard lot widths.

Proposed Corresponding Code Changes

Move Sec 24-111 Definition – ‘Improved Driveway’ to Sec 42-112 Definitions but only state the following:

Improved driveway means a private road of ingress and egress with a uniform surface of concrete, asphalt, porous pavement or pavers, or gravel which leads from a curb cut to a garage, carport or accessory parking space. An improved driveway may include a surfaced turnabout area, a circular driveway or an accessory parking space.

Relocate the dimensional driveway standards 1 & 2 from Sec 24-111 ‘Improved Driveway’ definition to Sec 42-128 and create a new subsection (E) to state:

Driveways shall meet all the following:

Max. average width: 30’.

Does not occupy in excess of 50 percent of the area included in the front yard for standard lot width.

Between 50 and 60 percent area, professional engineer drainage plan is required.

Drainage plan to guide stormwater to a natural waterbody or an approved stormwater infrastructure.

4. Desire flexible yard setbacks

Current Regulation:

Sec 42-350: The following setbacks apply to houses and attached garages.

Front (Street facing): 27’ (or 25’ for nonconforming lot size)

Front – also applies to detached garages.

Sides: 8’ (or 5’ for nonconforming lot widths)

Rear (lakeside): 40’ (or 30’ for nonconforming lot size)

Suggested Changes

For substandard lot size or width (either scenario):

Reduce front yard setback from 27’/ 25’ to 20’. AND

Remove 30’ rear yard reduction for nonconforming lot size; keep 40’ rear yard setback.

Proposed Corresponding Code Changes

See No. 1.

Planning Commission Public Hearing

At the May 16, 2024, meeting, the Planning Commission reviewed and discussed Lake Neighborhood Zoning Ordinance Amendment #23/24-3: Ordinance to amend City of Portage Chapter 42 Land Development Regulations relating to the Lake Neighborhood Zoning Amendments. City staff presented an update on the initiative and the proposed ordinance amendment. One public comment was received regarding the driveway during the meeting.

After careful consideration, the Planning Commission voted unanimously (8-0) to recommend to the City Council the approval of the Lake Neighborhood Zoning Ordinance Amendment #23/24-3: Ordinance to amend City of Portage Chapter 42 Land Development Regulations. It is therefore recommended that City Council accept for first reading the Lake Neighborhood Ordinance Amendment #23/24-3: Ordinance to amend City of Portage Chapter 42 Land Development

Regulations relating to the Lake Neighborhood Zoning Amendment, and set a Public Hearing on July 9, 2024.

FUNDING: Not Applicable

Attachments:

1. 4.18.24 Report, Lakefront Property Housing Codes Material
2. Final Planning Commission Minutes 4.18.2024
3. Lakefront Property Project Process
4. Draft Planning Commission Minutes 5.16.2024
5. Ordinance Amendment - Chapter 42

TO: Planning Commission

FROM: Peter Dame, Chief Development Officer

SUBJECT: Lakefront Property Housing Codes

DATE: April 18, 2024

I. INTRODUCTION:

Project Summary

The City has initiated a process to reexamine development regulations pertaining to lakefront properties around Long Lake, Austin Lake, West Lake, and Gourdneck Lake. Due to the unique character and historical construction pattern of lakefront properties, it can be difficult for property owners to develop or redevelop in a way that meets their needs while meeting current land use regulations. This memo provides a summary of historical background and development issues, a summary of received lakefront property owner comments, and suggestions to help address common issues raised.

Project Schedule

The City has outlined a 6-month process to help address future development challenges on lakefront properties and recommend potential improvements. This process is posted on the City's website: <https://www.portagemi.gov/923/Lakefront-Property-Housing-Codes-Study> and we are currently halfway into this process. Adoption of new development codes is expected in Summer 2024.

II. BACKGROUND INFORMATION:

Development History

Properties along Long Lake, Austin Lake, West Lake, and Gourdneck Lake have been highly desirable for many decades. These lakefront properties have been used as second homes or cottages, and increasingly becoming year-round residences. During the mid-1960s when Portage became a city, many of the lakefront areas were already developed with homes. Decades later, as economic growth, employment, and education services increased in the greater Kalamazoo area, most of the lakes' shorelines became more developed. With perimeter ring roads and favorable zoning, lakefronts become fully developed with housing. Over time, older cabins and original homes were replaced with larger modern homes.

Fitting modern homes on lakefront properties was a challenge. Most properties were established prior to the mid-1960s, under different land use regulations. Many were narrow and deep, offering each owner a small slice of lakefront access and view. Many of these lots do not meet the current zoning district minimum lot size and lot width. This resulted in highly valued lakefront properties becoming a compact living environment. This lakefront housing trend can be found throughout many lakes in southern areas of the state.

Narrow Lots, Compact Development

As development occurred on these narrow lakefront lots, owners could not meet current zoning requirements and sought flexibility through variances. Past variances were approved for reducing certain yard setbacks to accommodate a new house or an expansion and for rebuilding an old garage close to the street or property lines.

Past Changes to City Zoning Standards

Over time, the City adjusted various zoning standards based on received public comments and past certain approved variances. The following lists the efforts for One-family residential zoning district parcels:

- 1987: This allows existing and new accessory structures in lakeside yards up to 8' in height, no greater than 80 square feet in size, and closer to a side and rear lot line (shoreline) than that required for a house. This continues to be provided in the current zoning code.
 - 1965: (overturned in 1987-see above) Required lakeshore properties to maintain an open unobstructed yard (i.e. No allowed for new accessory structures/fences in lakeside yard (facing lake)). Existing structures allowed. "Boat wells" might be allowed with an approved variance.
- 1986: Zoning code interpretation – allowed uncovered porch or deck attached to the house may be located as close as 30' from lakeside property line (shoreline). This continues to be provided in the current zoning code.
- 2001, 2003: Prohibition of creating new water body access for non-lakefront owners or occupants (i.e. keyhole) in any zoning district. This continues to be provided in the current zoning code.

In 2019, the City provided another update to reduce restrictions in the One Family Residential zoning districts prompted in part by interest in building new housing on lakefront (these continue in current zoning code):

- Increased Lot Coverage from 25% to 30%

Lot coverage only applies to buildings; not to driveways, patios, sidewalks, etc.

- Increased maximum house height from 24' to 30'.

This is measured from grade up to mid-point of the roof.

- Increased Accessory Building height from 14'-16'.

No increase for the rear lakeside yard area.

Accessory Structures for this item include detached garages, pole barns, sheds, etc.

- Increased Accessory Structure maximum size for two-story homes to include 50% of the 2nd story home area.

Larger lot (2-acre min.) owners may seek Planning Commission approval for larger building sizes. May not exceed 20% rear yard area (not applicable to lake front yards).

Zoning Code Flexibility

In addition to the past zoning code changes loosening development standards, the code provides other forms of additional flexibility: 1) variance process, and 2) non-conforming lot size/ width. Both are detailed below:

1. Variances.

The zoning code allows a property owner to seek a variance to relieve zoning standards when the subject lot has unique factors, i.e. topographic challenges, wetlands, boulders, or other factors inheriting the property. The variance is a zoning element and does not relieve or change any building code standards. In the past, variances have been filed and approved on lakeshore lots due to smaller lot sizes/ lot width, topography, and reconstructing historic home or garage with existing footprints. The majority of past variances can be categorized into three common requests: 1) reduce the front yard setback for detached garages, 2) reduce side yard setbacks for homes, and 3) increase lot coverage for building footprints. With the development flexibility listed above under Past Changes to City Zoning Standards and Zoning Code Flexibility, fewer variances have been sought in recent years. However, many historic detached garages are located very close to front lot lines (street right-of-way) and continue to be an important component for lakefront owners.

2. Nonconforming lot size/ width.

Most lakefront parcels were established and developed decades ago under different zoning codes and during the Portage Township period. As new codes were adopted, new minimum lot sizes and lot widths were established, resulting in many pre-existing lakefront parcels and non-lakefront parcels no longer meeting current size dimensions. Therefore, these parcels have become legally non-conforming in size and/ or lot width. Generally, they are still buildable but their smaller size or narrowness may not easily meet current zoning setbacks. To alleviate this challenge, the zoning code provides an automatic reduction of certain yard setbacks in the One-family Residential zoning districts. This reduction does not require seeking a variance nor additional permits. Further, it applies to all lakefront and non-lakefront parcels. These revised building standards for substandard lots continues to be provided in the current zoning code. The majority of lakefront lots are zoned R-1A One Family Residential. Of the 839 lakefront lots (Long Lake, Austin Lake, Gourdneck Lake, and West Lake (Portage lots only)), 411 lots are substandard in lot width and 142 lots are substandard in lot size. Therefore, 65% of all lakefront lots have a substandard lot dimension. These lots have their following yard setback reduced:

I. Parcels with Substandard Lot Width:

- i. Side yard setback is reduced from 8' to 5'.

II. Parcels with Substandard Lot Size:

- i. Front yard setback is reduced from 27' to 25', and
- ii. Rear yard setback is reduced from 40' to 30' (rear setback measured from shoreline).

Additionally, the zoning code allows common house features such as decks, covered porches, eaves, steps, sidewalks, etc. to project (without variances) into yard setbacks. Please see the attached details of R-1A regulations regarding yard setbacks and lot dimensions.

Data Collection

Data collected for this re-examination of local development regulations project consisted of input received from lakefront owners and internal City data below.

Lakefront Community Outreach

The City contacted lakefront owners for their issues about any past or present development (or redevelopment) projects, any impacts they may have from adjacent lakefront construction, and any re-occurring or seasonal issues. The City initiated two initial public feedback methods consisting of a survey and an open house meeting. Details are listed below.

1. Survey. The City provided a survey from late December 2023 to late January 2024 asking all lakefront property owners (827 total) various questions pertaining to certain zoning regulations such as maximum height for a house or lakefront accessory building, maximum driveway dimensions, vehicular parking needs, and more. Open-ended questions were also asked, such as what the most important issue as a lakefront owner is, should there be specific lakefront code provisions, and more. Over 120 participants completed the survey. See attached survey results.
2. Open House. In addition to the survey, the City sought more open-ended dialogue with all the lakefront property owners by hosting an open house on January 16, 2024, at the Portage Lakeview Elementary School. Staff asked various questions about some main site elements, such as any concerns about construction/ rebuilding their house, garage, driveway, or any other part of their property. With over 80 people in attendance, residents were able to directly express to the City their concerns. These concerns have also been summarized in this memo.

Below is a brief summary of the results of overall community data:

- Majority of the participants are located on Austin Lake.
- The majority found existing zoning regulations to meet their needs.
- Slight majority supports additional code provisions.
- Some of the most common and important issues for lakefront owners:
 - Concerns about impacting lake views from adjacent development.
 - Desire for larger driveway
 - Wanting flexible setbacks for houses, accessory buildings.
- Most common listed concerns include:

- Preserving lake and side viewsheds due to being impacted by adjacent development,
 - Artificial raising of property for new homes,
 - Desire flexible setbacks and locations for detached garages,
 - Drainage issues, and
 - Larger driveway size.
- Many comments related to non-City of Portage regulations such as boat noise, lake weed issues, high boat speeds, etc. These topics are not the subject of this code review.
- Some comments related to City of Portage regulations but not zoning, such as property maintenance concerns, loud lake house parties, etc. These are currently addressed outside zoning regulations.

City Staff Data

Staff's records indicate that as zoning standards (as noted above) have been adjusted overtime, fewer variances have been sought. And previously physically challenging vacant lots have been developed. However, some common challenges continuing to be heard from non-lakefront and lakefront owners are driveway sizing issues, and older detached garages on lakefront properties. Staff used the City's Fetch GIS mapping tool to determine the following estimates about driveways and garages on lakefront properties.

- Driveways
 - Average Maximum Width: 32'
 - Average Length: 59.8'
 - Average Size: 1,400 sq ft
 - Driveway Material: 59% Concrete; 12.3% Asphalt
 - Average front yard driveway coverage: 36.8'
- Garage
 - Average distance between Garage and Street: 43'
 - Garage Type: 52% Detached; 42% Attached.

III. ANALYSIS:

Comparing Data, City Regulations

Staff reviewed and compared community outreach data, staff's data, existing regulations, and the built environment. As stated earlier, many past code changes have been made to facilitate development. Lakefront property owners have benefited from these changes. However, based on recent community feedback and the built environment, additional review and changes of these regulations may be needed.

Planning Commission Consideration

Below is a synthesis of the issues for the Planning Commission to review and consider. Input from the public and the Planning Commission is being sought on these topics before staff initiates any draft code amendment drafting.

1. Concerns about lake view sheds from adjacent development

- Public Comments: New or renovated homes are often built closer to the shoreline than the previous house and are often taller than adjacent homes. This can block a portion of lakefront views and can create a boxed-in and shadow affect for existing adjacent homes. Some new homes are placed on new fill, raising the overall land and house.
- Staff Comments: Lakeviews are generally maintained through rear (lakeside) setbacks from all lakeshores, but small (nonconforming) lots may build closer to lakeshore than conforming lots (without variance). Building tall homes adjacent to shorter homes is allowed so long as height maximums are followed. Exceeding this height is rarely requested. But some new homes have artificially raised grades (using imported soil), resulting in overall taller heights being significantly taller than adjacent homes. Accessory buildings in the lakefront yard are capped at a low height and overall size.
- Related existing codes

Sec 42-350: House Height Maximum: 2 stories; 30' (measured to roof mid-point)

Sec 42-350: Rear Yard (lakefront) Setback (R-1A): 40'

Sec 42-350 Footnote (B)(2)(b): Substandard lot size reduces rear yard setback from 40' to 30.'

Sec 42-121(B)(2): Accessory building height max. in rear (lake) yard area: 8'

No prohibition of raising grades.

- Suggested Changes
 - i. Remove rear yard setback reduction for substandard lot size. Keep 40' for all lots. OR,
 - ii. Create a new averaging for rear yard setback purposes. Use an average of nearby homes along the lakeshore, AND
 - iii. Reduce the front yard setback from 25' to 20' for nonconforming lot size. AND
 - iv. Prohibit raising of grades which artificially increases overall grade and house height.

2. Desire flexible setbacks and locations for detached garage

- Public Comments: Request to rebuild existing detached garages located close to a street or side property line. There were a handful of comments requesting to have a garage across the street to provide more parking and storage.
- Staff Comments: Many detached garages exist within front (street side) yard and side yard setbacks. Rebuilding these garages is not allowed due to not meeting yard setbacks. Owners often wish to rebuild a garage on the same footprint. Some garages are partially located in City ROW. Some leave little room to safely navigate into/ out of the street. Some driveways'

entrances into the garage are located too close to the street, resulting in parked cars partially in City ROW. Garages cannot be allowed as the only building on a residentially zoned property. There needs to be sufficient setback distance for existing and future utility and infrastructure purposes. Many lakefront streets are very narrow and cannot easily accommodate utility access. The result of these conflicts is that there are many old grandfathered garages left near the street adjacent to entirely new houses.

- Related existing codes

Sec 42-350: Following setbacks apply to detached garages, sheds:

Front: 25' – 27' (depends on conforming lot size)

Sides: 5' - 8' (depends on conforming lot width)

- Suggested Changes

- For a substandard lot width where a garage faces the street and is located at least 20' away from the front property line (ROW): may rebuild the garage using the same footprint. AND
- For standard lot width where a garage is located at least 15' away from the front property line (ROW): may rebuild the garage with the same footprint, but garage doors cannot face the street.

3. Desire larger driveway

- Public Comments: The Majority of survey participants indicated the need for 4+ parked vehicles. Overall, community data indicated a desire for a larger driveway.
- Staff Comments: Driveways are often the width of a 2-car garage (approx. 16') which is often too narrow to park two cars. Many choose to widen the driveway to fit more cars to the maximum allowed width (non-lakefront & lakefront). However, many lakeshore lots are narrow and substandard in lot width, which creates challenges to accommodating parking demand while meeting maximum driveway standards. Many lakeshore owners (or past owners) have expanded their driveways to accommodate their parking needs. But, in many cases, they have exceeded the maximum driveway size without permits. When these non-permitted large driveways need replacing, it is not allowed unless they are reconstructed to an allowed size. Most owners prefer not to reduce the driveway area. Further, these large driveways can create drainage issues on the adjacent street or adjacent property.
- Related existing codes:

Sec 24-111 Definition – 'Improved Driveway' consists of uniform surface (asphalt, concrete, or gravel).

Max. average width: 24' for lot width $\leq 100'$

Max. average width: 30' for lot width $\geq 100'$

Staff note that very few lakefront lots are 100' wide.

- Suggested Changes

- Allow alternative material: pervious pavers or blocks. AND

- ii. Require submittal of drainage plan; not required engineering drawing. AND
- iii. Create new 30' max average width regardless of lot width but not more than 50% coverage – for standard lot widths.

4. Desire flexible yard setbacks

- Public Comments: Based on received community data, there was support for more flexible yard setbacks to provide greater development site location options. This item was also related to an accessory building (see above). Although flexible yard setbacks are supported, it may conflict with received support of preserving lake views.
- Staff Comments: Based on past code revisions and automatic reductions for substandard lot dimensions, fewer yard setbacks variances have been filed. The majority of lakefront lots are substandard in size or lot width and, thus, already have reduced yard setbacks. Two abutting properties may have different yard setbacks if one is substandard in size or lot width, which causes confusion with the other abutting property owner. In cases of unique topography or significant substandard lot dimensions, variances would likely be filed if setbacks cannot be met.
- Related existing codes:

Sec 42-350: The following setbacks apply to houses and attached garages.

Front (Street facing): 27' (or 25' for nonconforming lot size)

Front – also applies to detached garages.

Sides: 8' (or 5' for nonconforming lot widths)

Rear (lakeside): 40' (or 30' for nonconforming lot size)

- Suggested Changes
- For substandard lot size or width (either scenario):
- Reduce front yard setback from 27'/ 25' to 20'. AND
- Remove 30' rear yard reduction for nonconforming lot size; keep 40' rear yard setback.

The above code dimensions and suggested changes are also included in the attached tables showing development regulations for the Planning Commission review and discussion.

IV. RECOMMENDATION:

Attachments:

1. Lakefront Property Project Process
2. Survey Results
3. List of R-1A Standards
4. Open House Comments

Lakefront Property Project Process

Goal

Amend City codes to address unique needs of lakefront properties and reduce code non-conformities.

Issues

Learn about lakefront development and reinvestment issues from lakefront owners, and evaluate problems from observed/documentated issues.

Address Issues

Establish amended zoning and other code changes.

Overall Project Timeframe

Approx. 6-7 months (January – July 2024)

STEP 1) Identify the problems/ issues – Data Collection

Timeframe: 1 month (January)

- Survey & Open House – Collect, identify issues
 - Survey: Active for 3 weeks, expires Monday, January 22nd
 - Open House: Tuesday, January 16, 2024

STEP 2) Data Analysis

Timeframe: 1 month (February)

- Data compilation, fact gathering and review

STEP 3) Draft Solutions/ Alternatives

Timeframe: 1-2 month (March-April)

- Analyze and identify solutions, alternatives

STEP 4) Present draft solutions to Public[WE ARE HERE]

Timeframe: Meeting (estimated to be in April)

- Planning Commission Public Workshop meeting - share results of data, draft solutions to issues, obtain commission and public feedback.
- Present zoning- and non-zoning related changes.



STEP 5) Present Draft Ordinance to Planning Commission, Public Hearing

Timeframe: Meeting (estimated to be in May)

- Planning Commission Public Hearing – Commission recommends draft ordinance that reflects April feedback to City Council.

STEP 6) City Council Meeting – Schedules Ordinance to future Council meeting.

Timeframe: Meeting (estimated to be in June)

- Present Zoning and non-zoning code changes to City Council.

STEP 7) City Council Public Hearing, Vote on Ordinance

Timeframe: Meeting (estimated to be in July)

- City Council holds public hearing and votes on zoning, non-zoning code changes.

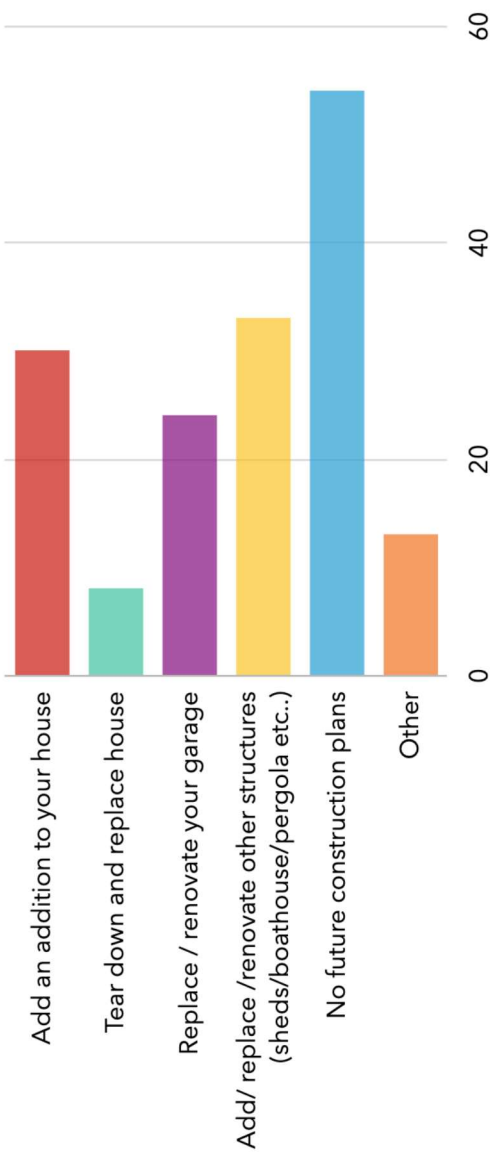


Survey of Lakefront Housing Codes

March 1, 2024

Future construction plans

Column Bar



[Hide table](#) Other response ☒ Empty categories [Sort](#)

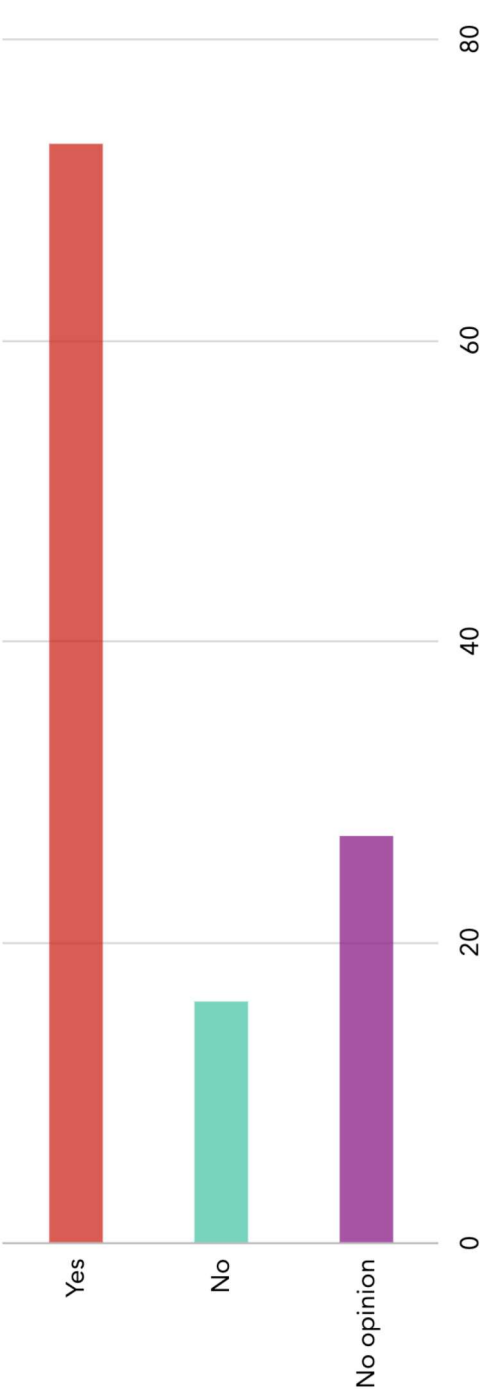
Answers	Count	Percentage
Add an addition to your house	30	24.79%
Tear down and replace house	8	6.61%
Replace / renovate your garage	24	19.83%
Add/ replace /renovate other structures (sheds/boathouse/pergola et c..)	33	27.27%
No future construction plans	54	44.63%
Other	13	10.74%

Answered: 117 Skipped: 4

Structure height

- Does the house 30' maximum height requirement meet your needs?

Column Bar Pie Map



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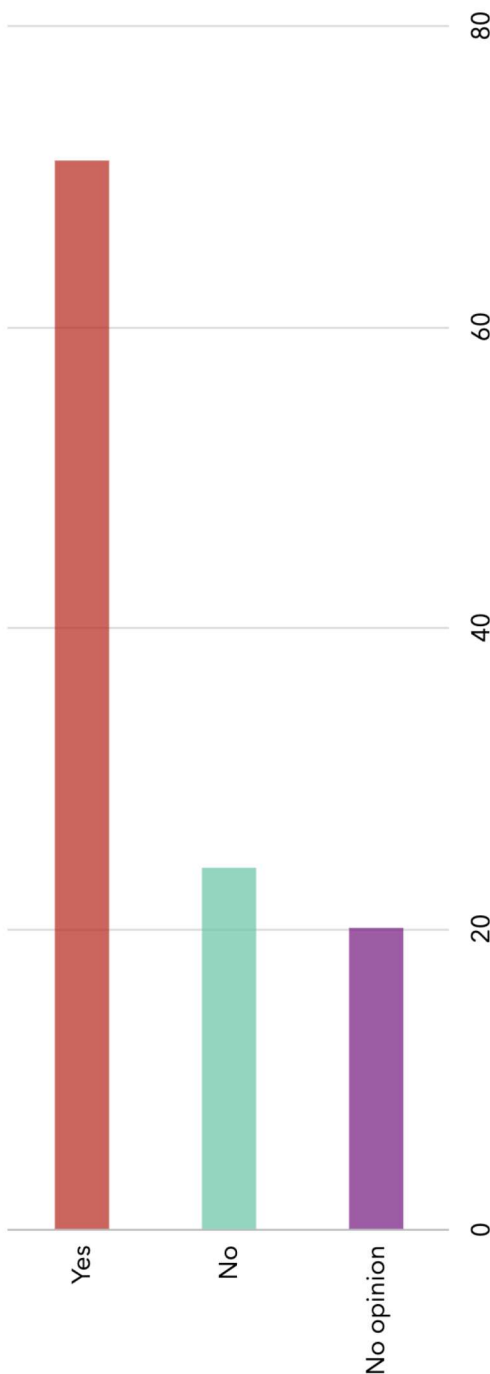
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Answers	Count	Percentage
Yes	73	60.33%
No	16	13.22%
No opinion	27	22.31%

Answered: 116 Skipped: 5

● Does the 16' maximum detached accessory building height for front and side yards meet your needs?

Bar Pie Map



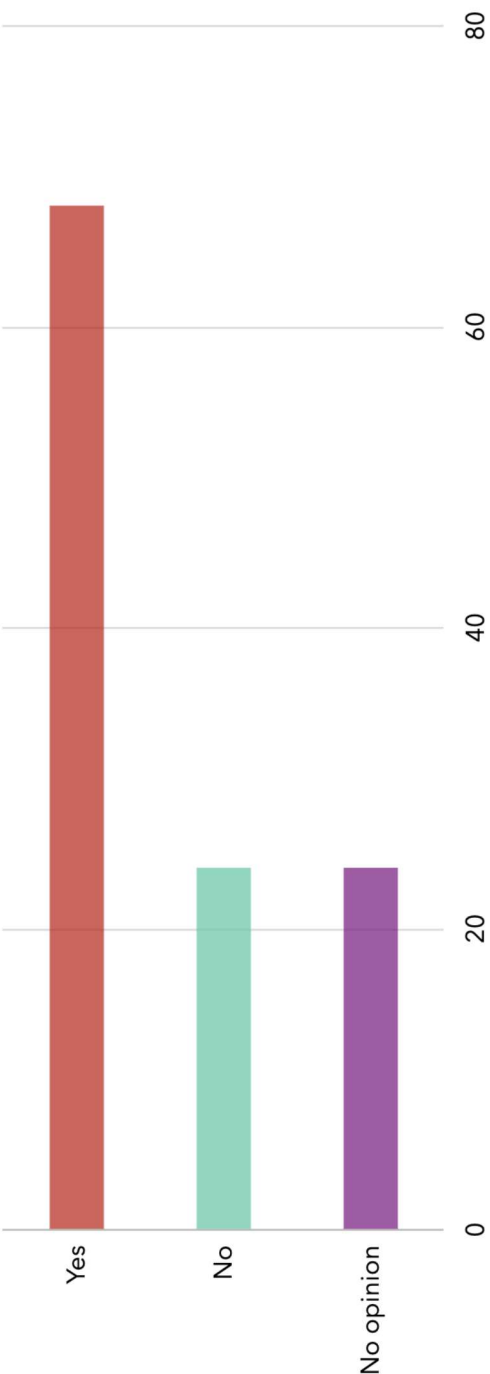
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Answers	Count	Percentage
Yes	71	58.68%
No	24	19.83%
No opinion	20	16.53%

Answered: 115 Skipped: 6

● Does the 8' maximum height requirement for sheds/structures in lakeside yards meet your needs?

Bar Pie Map



[Hide table](#) ☒ Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
Yes	68	56.2%
No	24	19.83%
No opinion	24	19.83%

Answered: 116 Skipped: 5

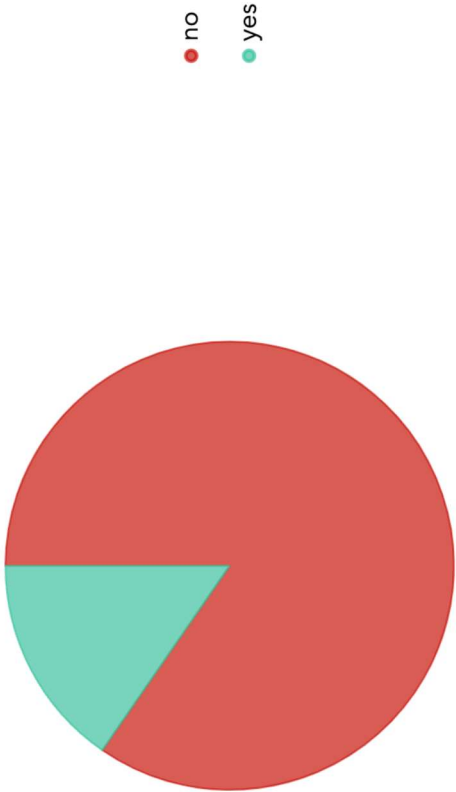
There needs to be accessory buildings allowed. Size allowed needs to be bigger. Storage should be allowed on nearby lot if you own on the lake.	1
There is I believe a non-code/non- permitted structure on property abutting mine that blocks my view.	1
The measurement datum of "average grade" for building height is very tough on a lot of lake lots based on the dynamic elevations. No new sheds on lakeside yards!	1
The maximum height of our house is 33'	1
The 8' max height for the lake side accessory building /structure/boathouse is restrictive to my residential property. It prevents my repair/improvement of my lakeside structure.	1
Since being on a lake, more storage for ancillary stuff, kayaks tubes is needed. More storage is better.	1
Should not allow sheds on lakeside	1
Should be case by case which takes into account adjacent homes and lot size	1
Rules should meet common sense not arbitrary heights	1
Property is narrow, must be able to build higher	1
Overly tall houses disrupt the lakeside character of mostly low profile homes. ANY height structure would block our ground-level view of the Lake, and multi-story houses built up from ground level loom over the street and single-story homes.	1
Our lot isn't very large. We definitely don't want to every impose on a neighbors view!	1
May want higher maximum for rebuild	1
It's not tall enough for walk in	1
If your on a hill the height should be flexible as long as it doesn't block the view.	1
If the building is too close to the property line, variance for second story apartment should not be allowed.	1

Ideally, I would like to build a detached garage that is tall enough to store a motorhome out of sight. In order to do that, the roof needs to have a peak higher than 16 ft to still be able to drain rainwater off of it	1
I would rather see us go back to the 25' height maximum.	1
I would like to build a taller garage	1
I need a taller detached garage for boat storage	1
I may need to go higher	1
Height is too low.	1
For possible additional storage for lake toys (boat storage, kayaks, paddle boards, etc)	1
Deck is higher, but I don't think it is included in the 8' requirement.	1
Block the view of the lake	1
A garage on the street should be tall enough for two stories	1
A boat shed would need to be a little bit taller	1
8' is not tall enough for a storage shed	1
30 is TOO tall. Our next door neighbors had a complete rebuild. This new house dwarfs houses on each side and puts two houses in complete shade. One neighbor SOLD and moved - his view of this gigantic house looks like the back side of a store.	1
an addition to our home to maintain the aesthetics require more than 30 feet high.	1

Answered: 36 Skipped: 85

The placement of my neighbor's house partially blocks my lakeside view.

Column Bar Pie Map



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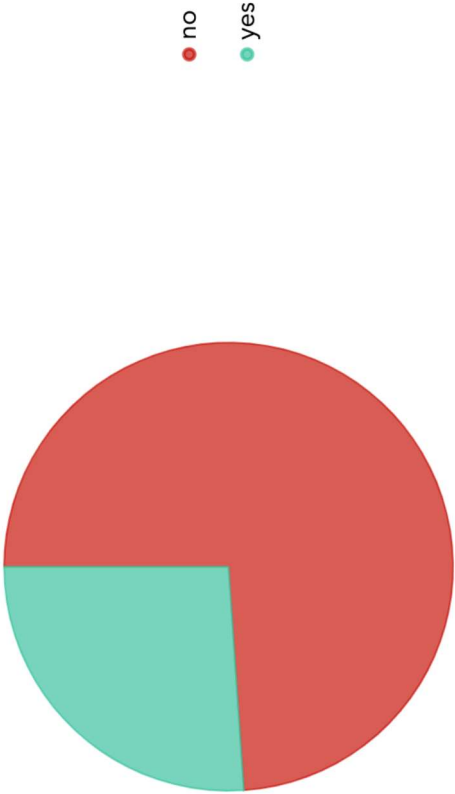
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Answers	Count	Percentage
no	99	81.82%
yes	18	14.88%

Answered: 117 Skipped: 4

Have alterations done by a neighboring property negatively impacted you?

Column Bar Pie Map



[Hide table](#)

☒ Empty categories [Sort](#)

Answers	Count	Percentage
no	85	70.25%
yes	30	24.79%

Answered: 115 Skipped: 6



Response	Count
With his newly constructed second story on his garage, he can see straight through my upper level, which is a violation of my privacy.	1
When our neighbors tore down their house they raised their height blocking our fall sunlight from our skylight. Their larger home (but especially their flag pole) takes away some of our lake view.	1
Water drainage due to ground grading and drainage tile damage	1
Too far forward, ground built up too high and then the house is taller	1
They added on a very large walkout plus 2 story addition towards the lake which blocks our view of the whole east side of lake. It extends way out in front of our houses sent back.	1
Shed located on waterfront as opposed to moved back on property site. From what neighbors have said, city code setback requirements do not allow moving shed so it is in the only place it can be placed on lot.	1

Same as above.	1
Prior to our ownership, a neighbor built a deck within 1 foot of the lot line. It does not inhibit our views until there is a party, which then invades our privacy. We have things worked out well with our neighbors, but this is not always the case.	1
Previous neighbor (now moved) built house and sidewalk on the property line. We now have an unsightly concrete wall exactly on the property line.	1
Our next door neighbors had a HUGE complete rebuild. Now our lakeside yard FLOODS every time it rains. These lots are NOT big enough for huge houses - it seems as if the city is pushing for HUGE houses and not protecting space of others.	1
not at this time but what about future tear downs?	1
Neighbors lot was pie shaped with only 8.8 ft of road frontage. The house set back is behind my house and they added a paved drive that covers 80% of their front yard. The drive slopes toward my house so water now runs into my basement when it rains.	1
Neighbors built within 5' of our property and added large deck and staircase on lakeside	1
Neighboring house 30ft and land is built up. Next to a one story - the house is sure and there's no privacy even with a privacy fence due to the height.	1
Neighbor's upper deck seems to hover over my property line.	1
My neighbors got a variant to build closer and prohibit our view towards the north. Now this was done before we moved in and we do like these neighbors!	1
My neighbor built a house and as part of the construction raised the level of his yard up. This had caused water to flow from his property onto mine. By the time the final grade was complete, it was too late for him to lower the yard to the height it was.	1
Lights on patio shine in bedroom window.	1

It cost me over \$4000 to pay a city assessment for a sewer attachment to a garage lot i will never use because a neighbor wanted one. So we all had to pay for it.

1

Fence placed on property line

1

Excessively long project and now construction materials piled for years attracting rodents

1

Empty lot and then they were allowed to build way forward and up higher so even there ground plants are too high now and even block views

1

Construction materials laying around. Excessive time taken for construction leaving open places in the eaves for rodent activity and carpenter bees and wasps have become a major nuisance affecting our right to quiet enjoyment.

1

Both neighbors brought fill in to raise their yards sending much more stormwater surface flow than before into our yard which caused screening shrubbery to die.

1

Altered view

1

Allowing trees to be overgrown right by the lake that blocks views

1

Added patio and hot tub inhibit lake view and reduce privacy.

1

Added a shed in my view

1

A shed built on property blocks any crossing in either direction

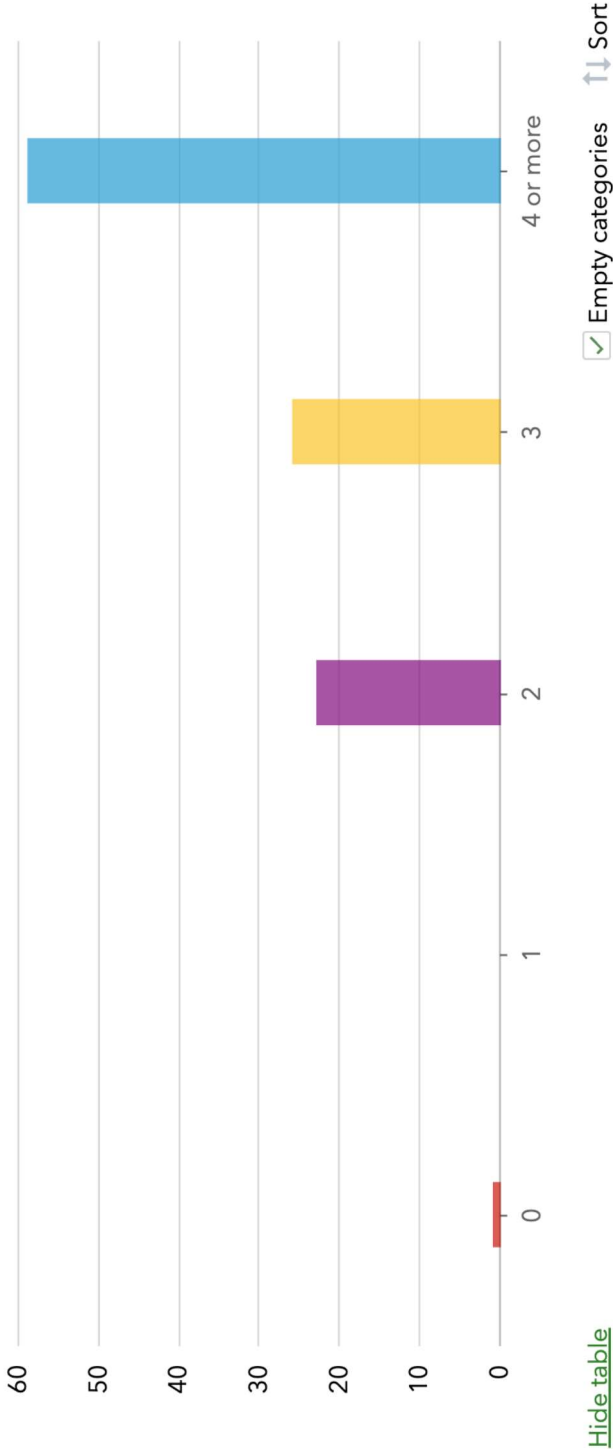
1

Answered: 29 Skipped: 92



How many vehicle parking spaces do you need

Column Bar Pie Map



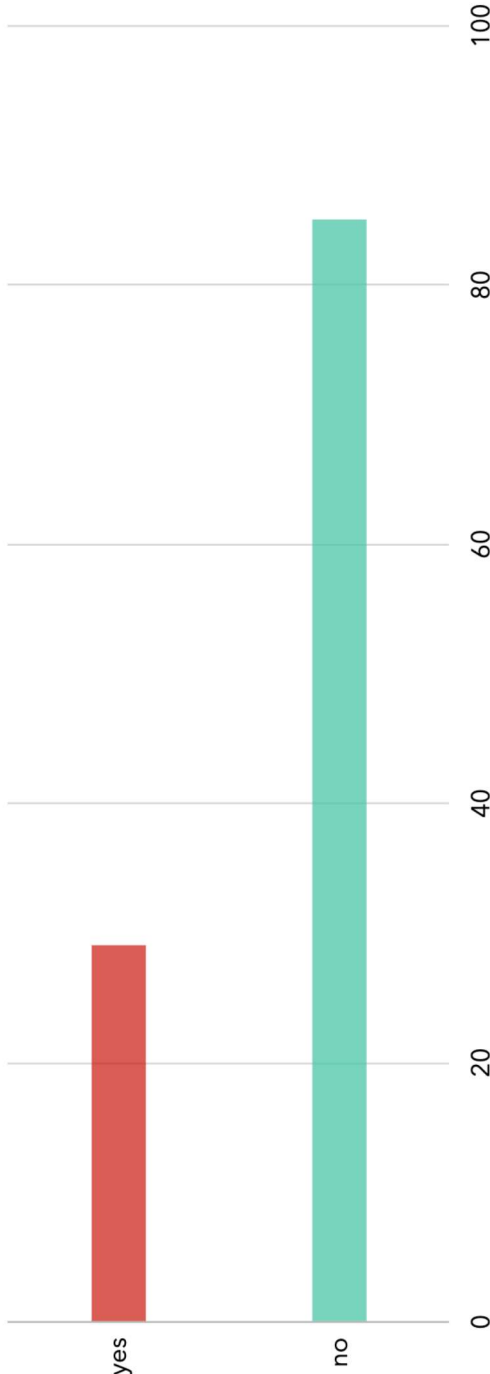
Answers	Count	Percentage
0	1	0.83%
1	0	0%
2	23	19.01%
3	26	21.49%
4 or more	59	48.76%

Answered: 109 Skipped: 12



Do you have re-occurring issues with rainwater collecting in your yard?

Column Bar Pie Map



[Hide table](#) ☒ Empty categories [Sort](#)

Answers	Count	Percentage
yes	29	23.97%
no	85	70.25%

Answered: 114 Skipped: 7

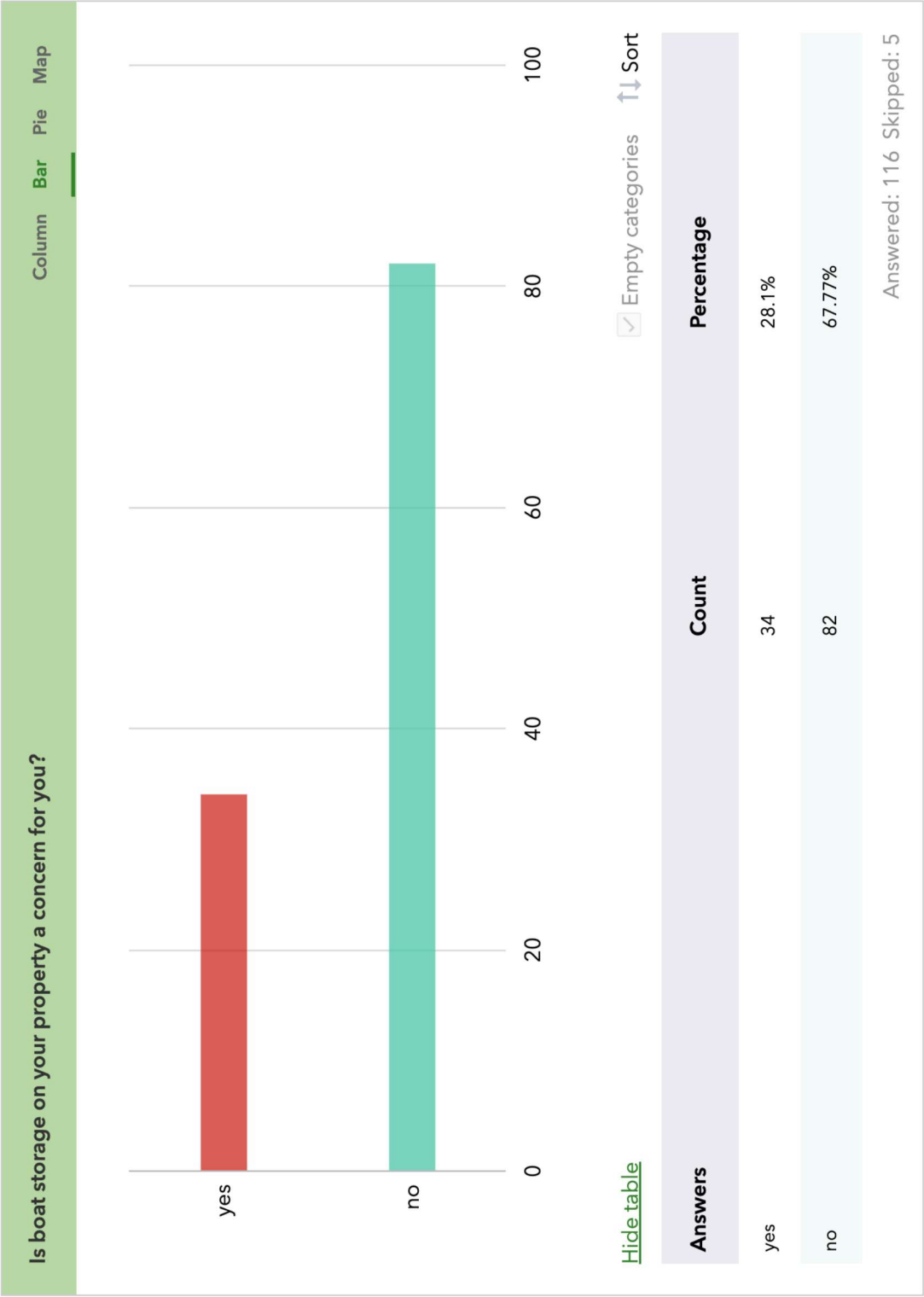


Response	Count
yes. Very high water table	1
When it rains hard my yard and crawl space fill with water. This has been going on for years!	1
When it rains hard I get water in my house. We do not have a garage but the single story part of my house should be replaced. The guttering system wasn't done right as well.	1
We live in the cove area of Deep Point Drive where when the lake level rises due to issues (beavers, trash, debris, etc.) clogging the drain to Austin Lake frequently. When the drain isn't controlled, the lake level rises and we get standing water in our yards with the slightest bit of precipitation.	1
We have no curbs and are at the low point of our street so every heavy rain, our yard fills with run off	1

We did not have issues until the city allowed a HUGE house to be built next door (our neighbors told us that someone at the city worked very hard with the builders to meet the 'average' 30' height.) Now every time it rains a large part of our lakeside yard floods. The great majority of lake lots are too small for huge houses. Why does this survey seem to be aimed at helping people build bigger, but not aimed at protecting others?	1
Water shed from neighbors roof and driveway tends to pool along the property lines.	1
Water collects on the street and driveway	1
There are many low spots and clay deposit areas in our yard that pool in rain	1
Tear down/rebuild next to me and ground regrading creating pooling issues between yards	1
Since the city repaved West End drive we have water pooling at our driveway and in our yard.	1
See answers above. The street and my neighbors new construction flows water onto my yard with dirt and debris.	1
Road run-off dumps rainwater into our driveway	1
Pooling about 10 feet from lake shore	1
ponding on driveway	1
No curbs to determine rain water flow	1
Neighbors elevated their yards so I get runoff. Sump pump drainage goes into my yard.	1
Neighbor's house is 2 feet from our lot line without gutters in place.	1
Lower level flooding on many occasions, but I believe we have remedied the problem.	1
I own the property behind my house across the road however I am not allowed to build a garage unless there is a "mother in law suit" built. I own the property and neighbors do not have an issue with a garage being built. I should be able to build a garage if I want.	1
I have extreme runoff from Sudan Street down my driveway into my garage and Lakeside yard creating flooding.	1

I did significant clearing and leveling to my yard which reduced water pooling however my property is low and the drainage to the storm sewer could be improved.	1
Heavy rains caused flooding in our 4 foot basement until we installed 3 sump pumps, which still run frequently in rainy weather. This was not a problem when we moved into this house in 2005. Heavy rains also create pools of water on our driveway near the street, and in low places in our back yard toward the lake.	1
Every spring & every hard rain causes another 'lake' in the low part of the front yard.	1
Due to grading of other property - we have a lot of water in our yard	1
City drains consistently clog causing flooding after heavy rain causing inches of standing water in the road that goes into our yard and the neighbors	1
Area near me can become soggy. Need sea wall.	1
adjacent properties built seawalls that force drainage onto our property	1
As mentioned above, both neighbors have raised their yards sending more stormwater surface flow than before into our lakeside yard. We do not have a sea wall and ice from the lake pushes sod up during the winter creating a berm which prevents surface water from reaching the lake.	1

Answered: 29 Skipped: 92





Response	Count
Would like to store it between the house and street	1
Would like to be able to continue to store boat on property	1
Would like a boat house.	1
We stored a 20' boat in the garage for several years, and it was a burden to trailer it to the State loading ramp and back. Now we keep a different boat on the lake in a hoist, and store it off-site in the winter. Many of our neighbors store their boats (and RVs and sport trailers) in their yards or driveways, which we find unsightly.	1
The only space available would require exceeding the 50% rule. That said, we still would not choose to store a boat at long term.	1
The large boat lifts that are in the yards during the winter are obstructing views.	1
Our driveway is not large enough and we only have a 2 car garage	1

Only neighbors that store so many it causes parking issues on the street	1
Not enough storage.	1
Not enough room for everything, but I can live with it.	1
No place to store we store at a boat place	1
Narrow driveway makes it difficult to park boat in driveway. Need larger frontage to street that would make it easier.	1
It would be nice to have the option if we wanted to store our boat at our house or not.	1
It would be nice to be able to store a boat on our property but currently we cannot	1
It would be great to be able to store our boat on our property	1
It is not a concern because we have enough property to store our boats now on trailers. We don't want to be prohibited from storing boats on property.	1
If you are paying to live on a lake; it seems like you should be able to store your boat on the side yard without having to have a cement pad because it is stored on the lake all summer.	1
If we were able to purchase property and build across the street from our home 9914 East Shore Drive Portage M I 49002 we would like to build a living space with a garage that could accommodate a boat.	1
I would like to improve the road side of my property so I can store my boat and meet the city ordinance.	1
I would like to add a larger detached garage for boat plus PWC storage	1
I want to maintain the ability and right to store boats on my property when necessary	1
I store some of my boats and lifts lakeside during winter months. I would prefer to keep doing this.	1
I pay to have my boat stored.	1

I own the property behind my house across the street however I am not allow to store my boat on the property but I am also not allowed to build a garage.	1
I have a driveway that easily accommodates the boat	1
I have 4 boats on trailers. It can be a challenge to store them with driveway and side yard restrictions.	1
However sometimes people store in excess of what they have space for causing issues with street parking.	1
Due to limitations on driveways and smaller lots very little place for storage requiring paid offsite storage	1
Do not appreciate my neighbors storing their boats in the front driveway all winter long	1
Currently, I have to pay for offsite boat storage	1
Current garage and parking is not sufficient to even park our boat for a short period. Our property I would say is unique compared to other lakefront properties.	1
Cannot store boat on driveway because we need space for cars.	1
Can't store on road side, even in driveway over winter and no space on side yards. Have to pay to store elsewhere.	1
Boat's bigger than canoes, kayaks or row boats should not be stored on residential property	1
Because I do not have space I pay to have it stored offsite. I am okay with this option because personally I think storing boats / toys in yards and driveways often looks tacky and trashy. Cluttered.	1

Answered: 35 Skipped: 86

What is the single most important issue for lakefront property owners that requires a change in the City code?

Word cloud



Response	Count
None	3
Weed control	1
We need better code enforcement. What is on the books now isn't being enforced. Wildlife kept as pets in yards, open access to roofs causing rodent issues and carpenter bee issues for neighbors. Overgrown landscapes create problems for neighbors!!	1
We do not want to move our garage to the center of our yard, we would like to keep it in the present location but rotate its entrance and expand from 1-1/2 to 3 car garage.	1
We already had to follow setbacks and would have been able to use some consideration before.	1

The thought from the City that lake front side is the backyard and having a 40 foot minimum to build from. This causes blocked views from existing houses and a race to the lake to prevent others from building and blocking their views. The back lot is the road side and front yard is lake side. This clarification needs to be addressed.	1
The only code that concerns me is one that would allow for multi family dwellings such as apartments to be built in the area.	1
The city needs to consider how changing the code affects neighbors. The new giant house next door ruined our drainage (our yard now floods every time it rains) and destroyed the view of the house on the other side. The house on the other side of the new huge house now seems as if it is viewing the backside of a three-story warehouse - this neighbor SOLD HIS HOUSE because of his view of the monstrosity next door. The people one more house over are now in the shadow of this huge house - completely blocking the sun that used to come in their skylights. Our neighbors (new huge house) told us that someone at the city worked with them for a long time so their house would fit the 'average' 30' height. To meet this 'code' they built up a huge side wall - so the 'ground level' was now higher - this should NOT BE allowed when working with heights of buildings. I would strongly encourage the city to disallow this practice.	1
The ability to add an accessory building on a lot that is near your house. It should be allowed in the back Non lake side or Lakeside if there is enough room.	1
Small lots, 30% is low	1
Size, height and distance from road for a detached garage.	1
Side lot setback	1
Short term rentals.	1
Section 24 and the limited amount of driveway	1
Protect from over development of back lots.	1
Property setback from road.	1
Property across street and accessory buildings lake side and garage and quality with lake	1

Possible flooding if the number of new structures, close in proximity to existing homes, removes trees and shrubs that currently absorb ground water.	1
Please enforce the existing roadside parking requirements. ie parking on improved surfaces and being a licensed vehicle or trailer.	1
Permission for a boat house that can span 4 seasons	1
Percent of lot coverage is too restrictive and driveway width restrictions can be a problem, especially on smaller lot sizes.	1
Owners do not have the ability to make changes to their homes because of over arching regulations.	1
Our drive way, as a home with a more narrow lot, we would like to expand our drive way and thus improve the overall property in visual appeal and practicality. But would technically be unable to do so because of the width of our lot at the front of our property. If there were an amendment for properties in our situation it would allow us to make these improvements.	1
Obstruction of lake views by remodeling or new builds.	1
Not positive of the codes however street side code should be a little more opened. For example. Not that I am going to but should I want to add a 3rd bay to my garage on the street side.... There shouldn't be an issue when calculating the area of the home to yard ratio. It doesn't block any views for example.	1
No opinion	1
No issue	1
New construction restricting existing residences view.	1
New construction blocking the lake view for neighbors.	1

Neighbors' un-attached garage with newly constructed apartment living in upper level has a window that looks straight through my upper level. His cutting down of privacy arborvitae provides him with full access to the viewing of my porch, dining room, living room, and family room. This violation of my privacy, while numerous construction workers build, plus the future of his family members viewing my home is a disappointment for the City of Portage gave him the variance to complete this construction. One further note, he told the city that the upper level would be for storage, but he told neighbors that it is actually living space.

Neighbors who build closer to the lake than other houses around them, thus blocking lake view from others houses.

Need uniform setbacks from lake so new construction doesn't block lake view of older homes.

Need greater than 50% front of front yard for driveway.

N/A

Many owners are having large parties with live music that is very loud. There should be limits on the volume because sound travels very far across lakes. Also, there should be a noise limit on boats. We have a couple on west lake that sound like the cigarette boats on Lake Michigan.

Managing the water in Woodhams road during excessive

Making sure the plans of neighbors do not impact my property negatively. If they need a variance, it should be approved by the neighbors. This includes changes that can impact my view such as deck placement in concern to the lake. If they are going to raise the level of the property they need to get approval of the neighbors unless the overall height of the house and the increase in property height do not exceed the current height limitations.

Lot line issues that are hard to determine because the views / placement of neighbor's home is straight instead of at an angle to follow the lot line.

Land usage around lakes. There should be more open space around the lakes to ensure the health and quality of the lakes in Portage.

Lakefront owners maintain the easement between the houses on Austin lake and are the rightful owner of said land. City needs to release the 5 foot easements originally intended for fire access to the lake

Lake facing shed or storage restrictions too strict	1
Lake access by non-lake side individuals. Egress access only.	1
Lack of code enforcement. A neighboring derelict property reduces my property value by up to 15 percent.	1
Keep properties clean and free from debris	1
keep good records of variances	1
It would be helpful for city staff to outline potential options instead of constantly saying "No" to ideas. Wastes a lot of time going back to the city again and again with potential solutions when it would be helpful if they would provide some direction as to what is allowed.	1
I'm completely against anything but single unit homes on the lake. Goguaac in BC has this problem. If you look at the 42 or so boat spaces in the DNR access and all of the riparian lots Austin Lake is already overcrowded and getting dangerous. Also most folks don't follow simple in-land boating laws, which makes it worse. I read some place that a lake our size should have no more than 100 boats at anytime. Gosh the DNR lot takes almost half of that already.	1
I would like to build a standalone garage and city code is preventing me from building a structure to meet my needs with the setbacks requirements that are now in place	1
I am hoping to add a garage soon and the side and road setbacks will be important to me.	1
I am hoping to add a garage soon and the side and road setbacks will be important to me.	1
Huge houses dominating the street and the waterfront seem to be oversized compared to mid-century constructions	1
Houses located in front of their neighbors houses.	1
Following the policy of no vacation rentals allowed.	1
Encroaching on setbacks causes crowding	1
Driveways. Lake lots can be very small, so covering 50% of front yard or less may be difficult to adhere to.	1

Driveway width maximum needs to be enlarged to accommodate more garage doors. With the shallow lots on the lake from water to road, even if they are wide lots, the current ordinance forces a nonfunctional parking scenario. Too many 3-4 car garages with gravel beside the concrete or asphalt because of current ordinance. The gravel that home owners are using opposed to a consistent surfaces is unsightly and usually full of grass or weeds.	1
Driveway space for parking.	1
Driveway coverage since many lots are small and need the extra space to park.	1
Detached building on lake side for a pergola or sun room since we sit so far back also would like to have land across the street to build garage	1
Designating what is the front and back yard, the front yard should be the lake side.	1
Current setbacks for a sufficient size garage.	1
By far, the setback from the lake is the biggest issue (followed by building height). Many existing houses are located quite distant from the lake. I once read an old, unenforceable rule written when this neighborhood was established that a home could not be built closer to the lake than a string pulled from the fronts of the two neighboring homes. The intent is obviously to prevent blocking neighbors' views of the lake. If this were to happen to us, we'd seriously consider leaving Portage.	1
Building a garage on property behind my across across the road. Determine ruling for easements	1
Boat storage	1
Being able to build closer to property lines.	1
Allowing larger driveways would reduce number of vehicles that have to park in the street.	1
Add a storage shed on small lots	1

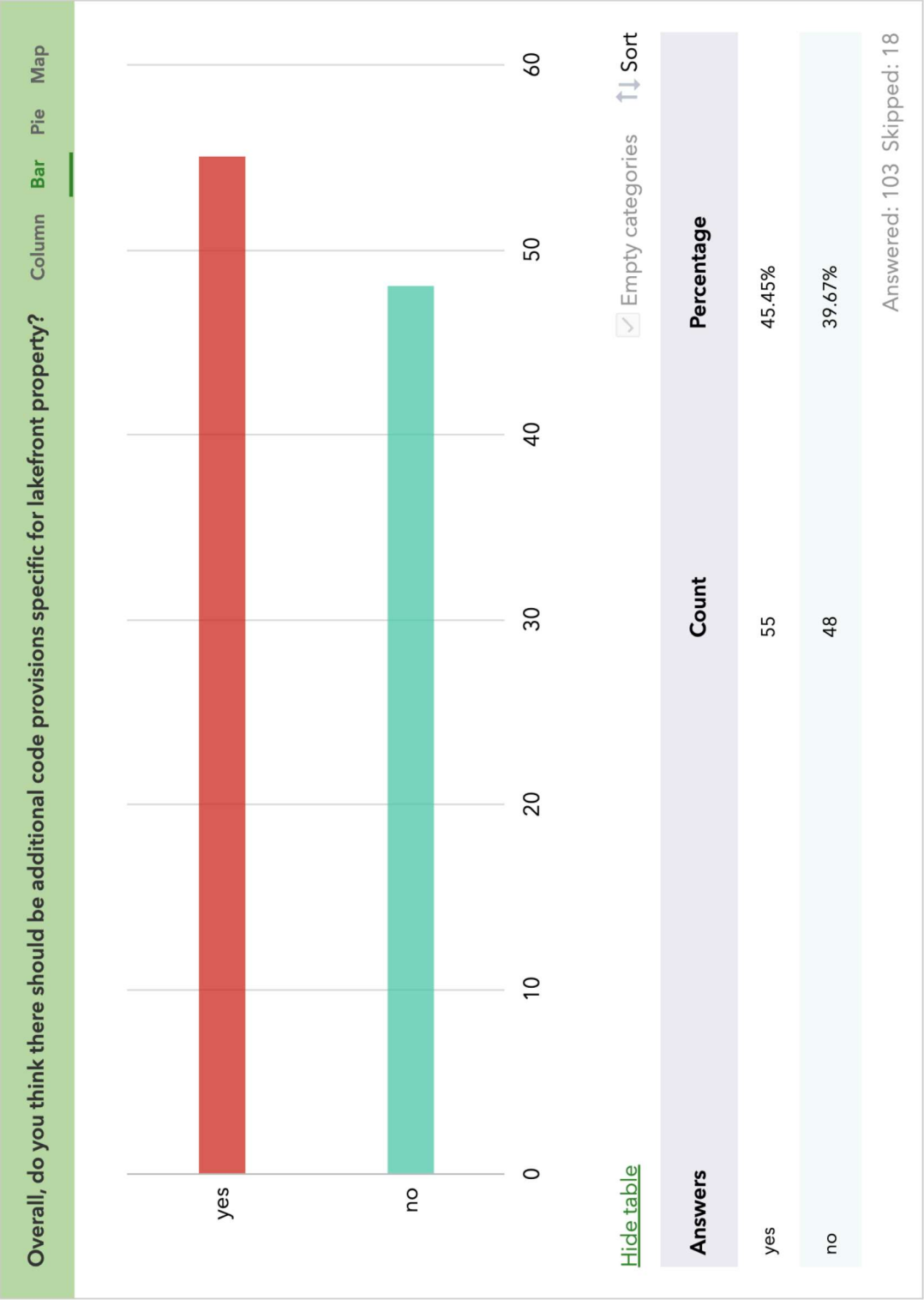
Access to lakeside yard by neighbors (especially renters) when side yards don't allow access for any type of equipment without going on neighbor property. It's fine as long as neighbors are friendly but if they're not and unreasonable what is homeowner to do. Same with directing roof water through gutters that direct water toward neighbor house instead of toward lake. Water drain off from rain should be directed to lake side yards rather than toward side yards.

Able to expand my driveway and be able to have more tasteful storage built other than plastic sheds. Be able to have a garage.

Ability to adjust building in relation to what adjacent homeowners have already done

Ability to add a roof structure over patio for sun protection. We genetically have high risk for skin cancer and with family visiting umbrellas are not sufficient. Patio is attached to back of house, not lakeside.

Answered: 72 Skipped: 49





Response	Count
Zoning protects the character of neighborhoods against disruption. The pastoral beauty of our lakes area is being eroded by ever larger, bolder and brighter edifices so that there is not enough open ground to absorb rising flood levels, not enough darkness to see the Milky Way, and not enough space to enjoy the serenity of the Lake.	1
Yes, because it is more challenging to build and/or upgrade on due to the lot size/shape.	1
We have a larger investment than an average property.	1
We are not in favor of short term rental property on the lake. If going to be a rental situation, then lease should be for a minimum of 4 months.	1
Views must be protected Clutter must be avoided	1
Unique space that requires specialized coding	1

There should be provisions that limit ownership to single family on the lake. If rentals they should be long term. A Iso codes and regulations for development of property surrounding lake property but not actually on the lake.	1
There should be additional storage buildings allowed near the lakefront house.	1
The smaller lot sizes typically associated with lakefront properties require more lenient (less restrictive) zone codi ng than standard neighborhood housing.	1
The narrow lots make difficult to meet side setbacks.	1
The 'ground' should not be allowed to be falsely elevated from the current ground level so houses can be built ta ller (by building a huge wall and backfilling it with dirt.) A person at the city spent a lot of time consulting with our next-door neighbors do this (falsely heighten the ground) so they could build higher! This seems to skirt the cod e - why have a code if the city is going to help people dodge it? This made one side of this new house so tall, flat, and unappealing that the neighbor who had to look at it sold his house. Please remember that most lake lots are very small and proportions are important.	1
That you cannot build any closer to the lake than the neighbor on either side of you so as to not block the lake vi ew of your neighbors. The current 40' foot rule needs to change.	1
Sometimes there may need to be a variation to the 5 foot set back for certain projects. If the neighbors don't min d then approve it.	1
Same as above.	1
Protect access to non-lake side individuals.	1
Perhaps not codes, but it would be nice if there were some kinds of benefits to long-term owner/occupants to be able to remain in their lakefront homes without impositions from new neighbors.	1
Nothing specific at this time.	1
Not more restrictions. More informational meetings to discuss lake front property to find common ground.	1
Not allowing houses to be located in front of the neighbors houses. (Lake side)	1

No structures should block other peoples view and if you make modifications that cause flooding these owners should be oenskitt	1
No other than making sure new homes aren't built too close to the lake and obstructing the views of homes already there. I thought those rules were already in place but obviously some new homes block older homes views.	1
Need more flexibility and care for lake and consistency with existing structures	1
Need code to prevent new construction from blocking the lake view for neighbors.	1
My parents had a neighbor on West Lake that used one of those rental apps. It was horrible for them. Constant parking, noise, trash, and lewd behavior. Lake properties are so close to each other making it even worse. I'm again at those short term rentals.	1
Most of the current code is set up for suburban neighborhood lots, or subdivisions. They do not take into account realities of lake lots -- narrow lots, requirements for moving boats and other marine craft in and out of driveway	1
Maybe a little larger square feet for lakeside storage building.	1
Loosen restrictions for detached garages.	1
Less restrictive not more	1
Lakefront properties have been around for decades and the footprint of current houses and detached garages make it difficult at times to adhere to current setback/code requirements	1
Lakefront properties are different, but can also impact property owners in the other side of the street that may lose a view or other attributes if the Lakefront owners get a variance. However, they also need to be able to have a house big enough to live in.	1
Lake facing shed or storage restrictions too strict	1
Just keeping track of what people put up they can negatively impact other properties	1
I think the city should make more of an effort to protect property owners from renters and rental properties.	1

I think all codes should be reviewed So the homeowner can build a structure tastefully done to fill the needs, since we do pay a higher tax rate, I believe that should be allowed.	1
I own property on Austin Lake, 9236 East Shore Dr. I suggest changing the zoning to allow for a building or parking across the street from our home. This would increase my property value. My name, Norman Schuen, 9236 East Shore Dr, phone # 3272863. My wife Elvira Schuen is of same mind. Thank you, Norman Schuen	1
I do not believe that lake properties should have ADU's. People may abuse the use of ADU's and use them for weekly rentals for personal gain.	1
Height restrictions should be monitored at lakefront property, also storage facilities affecting the neighbors View of the lake should be considered.	1
Ex: my yard is 30ft wide I would like to have a bit more cement for two cars and build a tasteful house matching shed storage.	1
Continued awareness of placement of additions, remodeling, and new building, as well as sheds and other structures that may block lake view.	1
Codes are challenging for narrow lake lots, need more flexibility.	1
Buildings too close to the property line should not be given variance for upper levels.	1
Boat lifts are very unsightly in the Winter and should be subject to stiff setbacks from the lake's edge.	1
bigger driveways to facilitate modern houses with 3+ car garages. the average width requirement makes it very hard to design a driveway for a 3+ car garage that isn't extremely tough to maneuver.	1
Because most of the lots are non-conforming it makes remodeling or building difficult without applying for a variance.... giving more flexibility to lakefront owners would lessen the amount of variances sought Again, section 24 needs to be changed	1
Be flexible and use the properties on both sides of the house to judge what the property owner should or shouldn't do. Every lot is unique and has to be treated that way when improving it.	1
Allowing variances that do not impact quality of life for adjacent properties.	1

Allow boats to be parked in side yards without requiring a prepared surface. There is nothing wrong with parking boats/trailers on grass or small pavers without requiring full gravel or asphalt parking pads. 1

Allow boat storage more easily 1

A formula for calculating setback from waters edge/property line that limits impact on existing residences by new construction. 1

Answered: 49 Skipped: 72

We already had to follow setbacks in other projects and had to follow setbacks - we could've used some flexibility while we were making improvements and before having to tear other structures down. There should still be distance between properties and the road. I don't want to see houses right up to the street and no room for parking and no green space. Houses are already pretty close.	1
Wake board boats create large waves which cause a lot of erosion damage to lots with and without sea walls. If sea walls are in place, the wave action causes scouring (underwater erosion) which removes aquatic plants (and habitat) along the shore.	1
Unregistered boat in driveway for years, never used	1
The purpose and intent of this survey is unclear.	1
The company we use for weed control in the lake hasn't proven successful rather the opposite. I feel like the weeds are worse since we've started paying to treat it.	1
That the city is trying to increase vehicle traffic on neighborhood streets by "shrinking major roads. Portage and Sprinkle Rds are major through streets. We don't need to make it difficult for drivers to go down these roads and DEFINITELY don't need to add ways for cars to cut through the 25 mph neighborhood streets.	1
That all this data is being collected and the city will ignore it and do what they want like they have been recently and lying to the public about projects and what is really going on. Too many lawsuits against the city lately for not planning correctly, like the entrance to Culvers, Chik-fa-la, Panda forest, and letting the person who put those bike lanes in downtown Kalamazoo talk portage into those things that don't work.	1
thank you for having a meeting on it and taking it into consideration when making housing codes	1
Speed limit is not enforced.	1
some riparians may be in violation of 42-130 E&G near Lake View Park (letting neighbors who don't have lake property share a dock).	1
Sizable property taxes on many older fixed income people that may drive them out of their home based on cost.	1
Should regulate the storage of dock and lift on the property line	1
Seawalls need to be regulated and submitted for permits	1

Put storm drains and curbs on Lakeside Drive! Regulate tree cutting. Fix Road.	1
public boat launches that bring in inconsiderate weekend boaters who have no respect for the lake that they tras h and misuse.	1
Problems arising from right-of-ways.	1
Prairie View Park has boat ramp which does not have boat wash to decrease invasive species being brought into lake. This has lead to contamination and invasive weeds. We pay taxes for weed control when source contaminate is uncontrolled from public sites.	1
Portage lakes have a long history of human use and have followed a typical trajectory of lake properties. Summer homes have been transformed into year-round residences. Riparians have been largely middle class residents for a long time. As the property values increase, these owners are being rapidly displaced by very wealthy buyers who demolish and build new. This wealth comes with influence, and the ultimate cost has come to bear on many multigenerational Portage families who are ultimately force out of their beloved homes. The increased tax revenues may be handy, but it also comes at a cost: community.	1
Please do not expand tunnel access between Austin and West lake. West lake is small and cannot handle overflow traffic from Austin if it gets crowded over there. We do NOT want their boats or boats from the public access.	1
People walking along your side yards to get to the lake rather than use the Public Access or the City Park. We have had things stolen from our backyard/lakeside yard.	1
Over use of public access for fishing tournaments	1
Our biggest concern is the huge overuse of pesticides, herbicides, and fertilizers used around the lakes and along the drainage areas. Many people use lawn care companies that use these products on a monthly basis or more often. This has resulted in huge increases in weeds in the lakes and a filling in of the lakes. Very soon we will all be living on swamps instead of lakes. West Lake has 1/3 less depth than 30 years ago.	1
off lakers from the launch totally disrespect lakefront property owners. this has caused extensive damage to our boat, jet ski and they have left lures where our family has stepped on them. also the traffic and speeding around the lake make it extremely unsafe for walkers and bikers.	1
New construction blocking neighbors view or causing flooding on neighboring lots	1

Municipal storm drains dump directly into lake. This means oil, fertilizer, pet feces, and everything else washes into lake. These should be rerouted. Lack of weed treatment is a chronic issue and should be more aggressively addressed.	1
Modern lighting standards that maintain dark skies and keep neighbor's lights from disrupting wildlife and shining in our windows. Keep setbacks. Improve flood protections.	1
Lake side pathways for public access between properties	1
I think the neighbors in the Sudan Dale neighborhood should be held accountable for maintaining a outside appearance i.e. no trash in the front yard. Additional parking on the lawn should be enforced to maintain lake living.	1
I think the city does a good job for the most part. I recognize that it is extremely difficult to write a set of rules that is fair in every situation. Further I recognize that half the residents want no changes and the other half want extreme changes. For that I thank you all for your hard work and good luck on this journey to please all homeowners!	1
I don't agree with the city owning property on lake fronts that are not kept up to basic standards. The Green Space on portage road doesn't have any green space and the headlights shining across the lake are a nuisance and light pollution.	1
I am concerned with the cities plans for the land surround Austin Lake. The lake already has had issues with bacteria in the lake and it has been documented that more development around lakes decrease the quality of water which includes more bacteria's. This is harmful both to people and wild life.	1
How can they build way up then add retaining wall so there blocking view with big house and existing shrubs and plants and small trees added after that further block view because so forward	1
Houses being built in front of their neighbors houses.	1
His driveway is too close to the property line also.	1
Having front driveway restriction to 50% of front yard often forces owners to park cars on front yard grass, this is visually unappealing.	1
Encroachments such as over growing landscaping. Natural landscape overgrowth.	1
Development of surrounding lands	1

Deck construction setbacks from utilities. Cable, sewer, electric are all underground and lake owners do their best to avoid, but some of the requirements - like 10-ft setbacks for sewer seem over zealous. 1

Concerns about city plans to divert traffic into neighborhoods due to the reduction of lanes on portage rd. I'm concerned about the interest of the city to connect the cul de sacs around Austin lake. I'm worried more traffic will start diverting off Portage rd and onto neighborhood streets, putting walkers and bikers at increased risk of getting hit by cars. Cars already go too fast around the lake. 1

Boat lifts block view in all seasons. Noise of jet skis Loud sound systems on wake boats 1

Better enforcement 1

Better cable access 1

As to where I live my neighbors are very nice and we all are respectful. 1

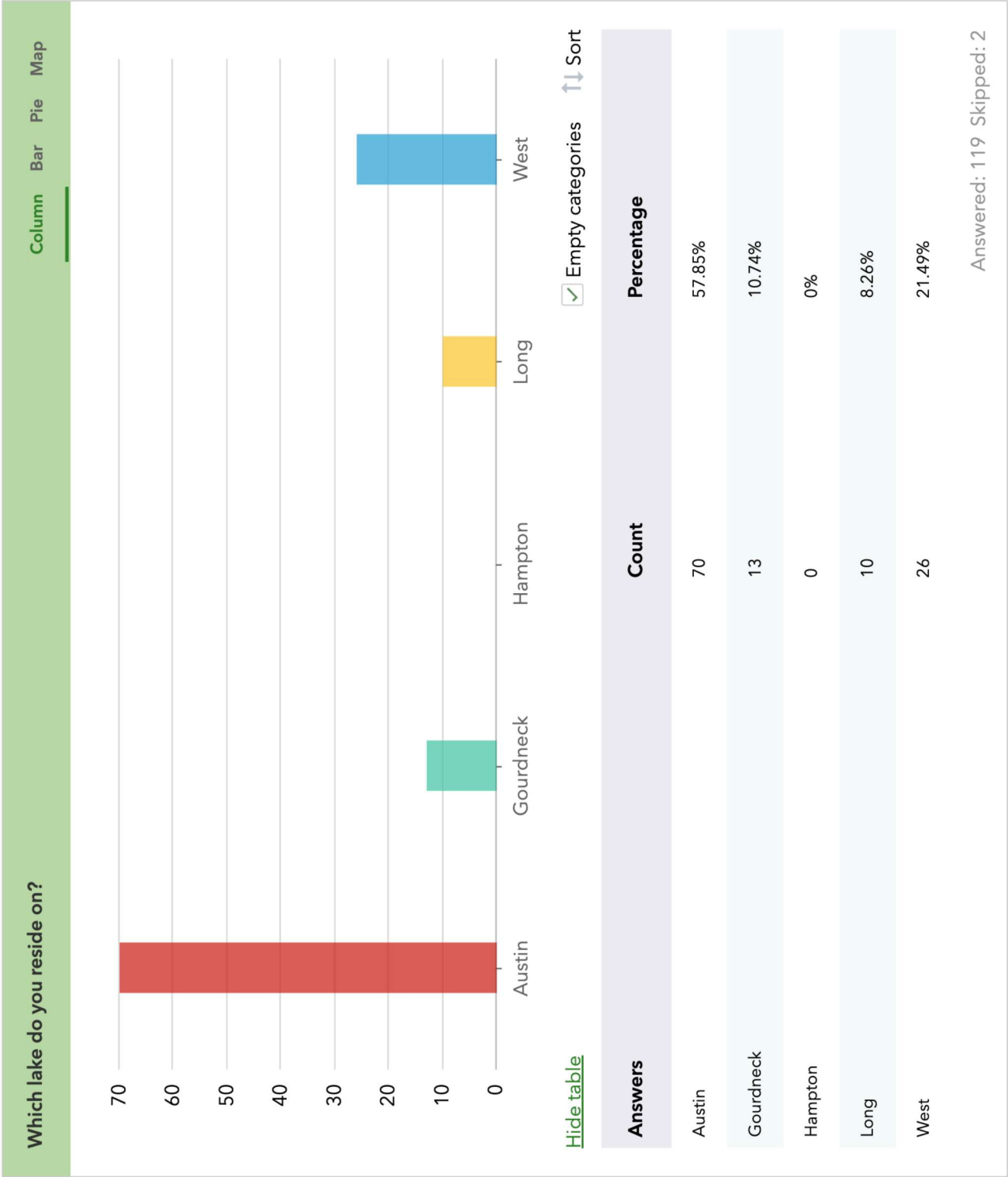
As stated above, changes made to properties should not affect neighbors or the look of the lakeshore. For example houses should not be closer to the lake then their neighbors if they are granted a variance from the current of fsets. Finally, the new park on west lake has people past the time parks are closed. They shine head lights into the lake the reflect into our houses. This use to not be an issue when it was private property. 1

Allowing racing jet skis, which are significantly louder than any normal watercraft (pontoon boat, waverunner, ski boat, etc) onto a residential lake like Austin Lake. There are plenty of other places to do this activity that would not disrupt the quiet enjoyment of lake living for the residents and natural habitat. I believe this specific type of jet ski violates the City of Portage noise ordinance and therefore they should not be allowed on a residential lake. They set up camp at the boat launch and spend hours racing in front of it. 1

Additional concerns, our property owners taking advantage of road ends and public right of ways.... many property owners have taken over these right away that includes planting shrubs to discourage them from being used by others.... that's very unfortunate, because not only are they taking away a right of other people they are not paying any taxes on the usage of this property 1

Ability to add a fence to keep the neighbor's yard waste, fallen leaves and trash from blowing into our lawn. They do not maintain property well. 1

Answered: 50 Skipped: 71



Question	Response
1. Do you think it is important to maintain a certain setback distance between the shoreline and future house, house addition? Why?	When rebuilding a new house there should be a firm rule that the new house can not go closer tot the lake than the two houses on each side. Use a string to show how far to move toward the lake. We dont need a race to the lake. Yes Yes, so as not to restrict lake view of your neighbors Keep the current setbacks to maintain the look of our lake Important to maintain certain setback from lake. Yes, but each situation should be house by house, depending on neighborhood, lots, neighbors grandfathered situations etc. There should be a minimum setback distance from the shoreline. Houses closer to the lake can shadow neighbors yards. It can also cause flooding. Yes, Always people respect neighbors and dont buld closer to the lake that doesnt seem to happen anymore. Yes, boat lift and dock storage in winter should also be set back. Absolutely yes. Common courtesy is not so common these days. Too many long term residents lost their views. Yes, To avoid issues with lake vision and neighbor problems. Otherwise building wil eventually be on the shore line. Yes, potential to ruin views of existing homeowners Concerend about new construction blocking the views of adjacent neighbors. Given the 100 years that houses have been on the lake, there should be consideration of the existing residents. New construction/new neighbors should bee good neighbors to the adjacent neighbors.
2. In 2019, the City increased maximum house height from 25' to 30' and increased lot coverage from 25% to 30%. Was this sufficient to meet your needs?	No opinion Coverage is defined as finished space it looks like. As we look to imporve outside of our house we'd like to build a additional garage to hold "toys" aka boats, snowmobiles ectct. However, the setbacks to main road could be an issue with closeness to road. I think keeping with setbacks prevent us from improving residnece on the roadside only. Setbacks on lake and side yards seem to be good. Do not increase house height maximum it will block views and reduce property values for existing homes Not necessarily there are driveway/road setbacks that cause trouble even inf your not at 25-30% of lot coverage. Percentage does'nt equal where the need is. N/A yes Admittedly it was a bit of a challenge when we remodeled 20 years ago but we made 25' work. We could have used 30% then. No, We dont need to increase height of buildings we have some pretty big houses on lake 2 and 3 stories already. Is the reason to increase height to make four level homes? Lot coverage is a joke. The way the city calculates the house area is inconsistnet and rediculous home area should be only liveable indoor area. Yes
3. Are there issues of your property making it difficult to rebuild your house or house addition?	N/A We have no issues. Please do not allow homeowners to ruin our beautiful lake property. Inconsistent votes on zoning/city council and road setbacks for garages No yes at max Weve been done rebuilding for a long time. Some things were difficult then, but again we made it work. Lot area/coverage. Biggest issue is many homes (older) have code violations. The city did not keep good records when variances were applied. Those older violations are then grandfathered in. Lot lines are not necessarily where existing homes look like they are - new buyers are suprised. No, the permit process was great that isnt our concern.
Solar and Charging Stations	Are there codes in place for roof solar panels? Are there code restrictions on charging stations in garages?

Question
Is your garage in need of replacement, expansion? Why?

Community Input

Our garage is in desperate need of replacement because it is original to the property and very old. It is currently unsafe, foundation is falling apart and concrete is as well.
Want to upgrade and improve my garage at 3629 E Shore Dr. I think there may be a limit on height. Is this the case?
Yes, the original structure is too close to the house to back out.
We want to make sure our detached garage; 2 story with apt which is now grandfathered; will not be effected from any changes
2 garages need to be replaced. Both currently too close to the street. Those should be able to be rebuilt in the current location.
No

Should the location, height and size of detached garages be restricted? Why?

I believe it is dependant on the property
Height should be restricted to one story. Garages with 2nd floors impact the feel of the neighborhood streets. Rental Apts above garages should not be allowed.
Restricted - Only to the extent of the size of the lot
Restrictions - No, they should be manageable and in line with the neighbors & neighborhood - & serve the needs of the homeowner.
> setback ; side, lakeside, distance from lake
We have concerns about the size limitations and setbacks for tearing down old detached garage and building new.

The City of Portage granted the Hybels a variance to add a second story to their garage for storage. The city granted the variance because the arborvitae would protect our view. We would not see the 2nd story. That's fair, right?
Well, Matt Hybel cut the arborvitae and place a window into the 2nd story of this garage. This window has a view through my entire upper level. I have lost privacy because Matt Hybel chose to cut down the arborvitae. This garage is 1' from the easement. The garage should have been moved over. Therefore, no outbuildings should be allowed to be altered unless they follow code in regards to property line. PLEASE COME OUT AND TAKE A LOOK. Note, the chopped up arborvitae, the window and its intrusiveness into my home. Note how close it is. (2) He has not had a silt fence up for at least 1.5 years into this 3 year (so far) construction project. Plus, I am really tired of the outhouse.
Expand sizes of garages because these are small non conforming lots. Garage is limited because lake lake is limited because lot is small
Yes, Junk accumulation a problem

What are your needs for a Garage?

Lake garages need more storage or you get boats stored in driveways and yards. Very Unsightly
Parking
Our current garage is not useable and we need a garage for parking cars/trucks inside with small room for additional storage of tools, etc. NOTE: Our situation seems to be unique since our house/garage is located (West Lake on Paul Ct.) We Welcome the opportunity to further discuss options.
Needs: Cars, a boat, workshop and storage
Security, Parking and space for snowplows, mowers etc...
2 car detach
Want to convert 1 car garage to mother in law suite.
Lake property should be allowed more storage than size of house if lot will hold

Other responses

9212 Portage Rd. Is City buying/demoing house?
Constituent wants a hardcopy of survey. Place on counter
Allow pergulas on lakeside over existing patio?
Rebuild garage? Its close to Property Line.
Garage is located too close to property line. If burned down, can I rebuild?
We've made the rules work for us for 35 years of remodeling & Upgrades by working with officials.
Drainage Issues A. If a neighbor digs out, we don't want run off onto our property
Drainage Issues B. If a neighbor is running off, we need to re-course to get them to correct it
I have a boat house (built before 1965) at the water line. It is on my riparian land between the water line and my surveyed property line. When I wished to repair and improve it (new improved roof), I was told I was limited in height and cost. All of the immediate neighbors view are not compromised as I and they are 35' above the grade at the waterline/shore. Anything I would do would be an improvement in structure and appearance. I have not seen enforcement of code on accessory buildings establish since accessory building code was established. Thank you.

Question	Response
<i>What are Overall Needs for your driveway?</i>	Need to replace old concrete/ peagravel with new concrete Widen to be as wide as garage We are restricted on parking on roads, so parking is the biggest concern Need bigger & re-align lateral to the street, ne to raise the grade because all the runoff goes to us, even with the 2 new catch basins Asphalt falling away from Woodlawn at driveway leaving sizable bumps when entering Repair and replace Replace existing Vehicle parking Re-construct - cracks over 40 years old, same size Straighten the driveway, currently curves
<i>What is the reason(s) for needing to reconstruct your driveway?</i>	Worn-Out Add driveway & remove stone Broken cement, tree root damage, cracks in the asphalt Stormwater run-off, we must raise the grade, get curb cuts. Rearrange drive so it does not collect run-off which goes right into our garage currently. It is undermining the structural integrity of the garage. Worn-Out, chips & cracks Just repaving Commercial vehicles at Biggby Coffee have used my driveway as a turnaround and destroyed it. (Also, water line) I'll need to use thicker concrete and rebar. Worn-Out, someone put a dry-well underneath Just replace due to trees having it buckled up
<i>Should there be any location, width, or size restrictions on driveways?</i>	Should be no restrictions We should be able to have our driveways as wide as garages, The gravel a lot of us have is unsightly. No There needs to be some yard but we need wider driveway allowances, Maybe 2-3 feet of grass on each side Fewer restrictions, I want driveway width to be entire lot frontage Have a sliding scale for driveway width for homes under 100 foot of frontage Should be able to replace existing size and location, like for like. Heck NO! Driveways need to be part of appeal process and not part of the city code.

Question	Response
Miscellaneous	Portage records need to be fixed, to look up history system locked up Mid 90's. That's what city staff said Fences - who is responsible for taking care of cleaning a white fence between properties? What is the plan for right of ways, who owns roads between properties and who can use them for parking? Why are some people given the right to store seasonally used vehicles at side of road (long-term), cars, trailer boats etc.? This space is more for short term, but should it become a storage site. Would like to add a patio-removing grass and adding to what we have with a small lot, hopefully this is less restrictive. Encroaching on neighboring home owner views by building 40 feet, way too close from the lake lot line, pull the string. We are interested in curb & gutters along the east side of Woodlawn (lake side), That would help with all of the run-off we have in heavy rains What is considered the front lot & back lot needs to be changed. If someone wants to build a new house they should only be allowed to build close to the lake, no closer than the house to either side of it. The 40 foot code for back yard is what needs to change. Please be the strong message to all home owners on the lake. When a new homeowner buys a small house then tears it down and moves closer to the lake blocking the view. The String rule - Where you go to both houses next door and go to the furthest to lake to the house next door. That needs to be the line to build to. (Drawing included) A general concern I have is the large tax bill. Any chance we can lower or keep the taxes the same? Concern regarding O'Brien property across street on E. Shore Dr. Non residential parking? Lake weed disposal? Security enhancements if made a public trail? Over development of back lot property. Yes, set backs for storage of boat lifts. Fisherpeople fishing at our dock. Some Sunday mornings I can walk out my dock & onto their fishing boat with my cup of coffee. Totally against fences on lake side of house. Would like separate building for lawn equipment but only on street side of house. Why do we have to have an entry door on the side of the house? We have sliders on the lake side and an exit on the street side. If there's a fire I'm heading out to the large body of water no the narrow path between houses. Also, paid for the door and never used it. Property Maintenance Concerns: Farm animals kept on a lake lot. Construction materials stacked for years. Wood Wasps, carpenter ants coming from next door. Rodent issues now coming from next door. Not impacting neighbors w/ larger structures that go beyond their current footprint. Yes, height and grading of land to not flow or affect neighbors. Yes, Standards which require people to respect neighbors not build in front of the front of their home. Other Concerns - Single thing that requires a city code? Nothing - it should all be individually considered. Additional Standards - No, there are standards that have worked for years - and many new large homes have been built - consideration should be individual via what the owners want & neighbors can accept. ADU's on lake - not close to lake. What is back yard, how far back from lake? Can you limit where you put boat lifts (not in yard) Limits on size of storage, ok on lake side. Concern re: O'Brien property along E. Shore Dr. - oppose changing and zoning (ie. remain natural w/out structures) "Right of Ways" Adding fences? Adding separate buildings for lawn equipment? My name is Robert Vella and I am a Portage property owner that has property located on Austin Lake on East Shore Drive. I am writing to express my support for changing the zoning to allow for accessory buildings, storage, and parking on property that is adjacent to or across the street from and near to lakefront properties in the City. In addition, I would be very interested in the ability to combine my property with the property across the street with a lot line adjustment. I feel the new zoning changes would positively impact my property values and lake life enjoyment. If you have any questions or would like further input, please feel free to call me at the number below. To the Department of Community Development, I plan to briefly attend the Open House scheduled for 6:30 on 16 January, but I wanted to make sure that my comments were heard, so I am emailing the to Peter Dame, as well as printing them out to submit at the Open House. Not that I am also copying Patrick O'Brien who appears to have an interest in my opinions. Here are my thoughts on the land use challenges that I see around Austin Lake: 1) I am in favor of developing a walkway/bikeway following the railroad on the east side of Austin Lake to meet with the Vicksburg trail. It would give my neighborhood a better avenue for accessing and enjoying the natural spaces. I would also be interested in buying the land across from my house if it were to go up for sale, so that could be in control of it, but I would NOT wish to use it for storage, parking, garage or dwelling units, as I treasure the unimpeded shoulder/walkway and would not want anyone else on East Shore Drive developing the far shoulder either. Traffic and sight-line issues are bad enough as it is, and more congestion on East Shore would be a serious loss to our neighborhood. I would be happy to have the trail use the portion of the parcel across the street even if I did buy it, because foot and bike traffic do not represent a problem to me (although steps must be taken to disallow motorized vehicles from using the trail). I would hope that the City and Patrick O'Brien could either come to an agreement on a fair price for the land if the City wants it all, or allow Mr. O'Brien to sell sections of the strip between East Shore and railroad to residents BUT NOT ALLOW IT TO BE USED FOR STORAGE, PARKING, GARAGE OR DWELLING UNITS. 2) I moved to this area of Portage because the open spaces and undeveloped land parcels make it feel like country living and a more "natural place to move". The constant construction around Austin Lake has been eroding the wilderness character of the area since we arrived in 2005. Equipment trailers, construction equipment and building materials have been stored on the shoulders of the roads around Austin Lake for more than a year in some cases, disrupting bikers, walkers and drivers as well as damaging roads and clogging drains. It seems to me that expanding the space of single family residences has been rewarding for the individuals, but a loss for the character of the neighborhood. Large footprint houses of ever-increasing height are blocking the view of the lake from the streets, while extensions, patios and sheds are interfering with the lakefront experience. I would prefer to see MORE restrictions on expanding existing houses around the lake, not less. If the City goal is to increase housing availability, then subdividing lots and smaller houses should be encouraged, not combining lots and expanding single houses. 3) I believe that buildings are not restricted from interfering with the neighbors lake vista - a notable new construction down the road from us was substantially closer to the shore than the existing homes next to it. The challenge is that East Shore Drive becomes very close to the shore in some places, so location options are limited (along the driveway and garage options). The obvious move to address this would be to require smaller homes on the smaller plots, but that is not what home-buyers want to see. So it seems that to enable larger homes, with small lots need to be combined, or codes need to be changed. I would NOT wish to see the codes changed to allow bigger houses when the amount of land around the lake is limited. 4) We used to see the Milky Way at night from the lake. Since the number of lakefront houses have installed exterior lights, the school bus depot was built, and Pfizer expanded their operations, we hardly see the stars anymore. There is research that says night-sky darkness is good for health and well-being, but more importantly all of this light pollution is taking away the country character of the lakes area, and I believe it is also impacting migrating and hibernating wildlife. Code changes can reduce harmful light pollution without reducing the utility of the lighting. A number of progressive cities have instituted dark-sky policies. 5) A walk around Austin Lake is frequently met with a whiff of sewage smell. There have been some steps taken to address sanitary sewer problems, but they persist. I don't know if any of the buildings near the lake still have septic systems, but I do know that there is sewage in the area somewhere. I would call this a land use challenge because there are two large houses under construction in an area known for the smell, but I don't know what can be done about it. Certainly a revisions to code should be clear about avoiding this kind of issue. 6) My final land use issue is that any increase in population density is going to increase traffic UNLESS ALTERNATIVES ARE PROVIDED. That means increasing density only in areas that have good public transportation (of which Portage has few), or providing more goods and services in the areas that are increasing in density (like Crossroads or City Center), or renovating street configurations so that more people can travel without increasing traffic congestion. I have been disappointed in recent findings by the Traffic people that seem to indicate higher congestion is not a problem in areas where it clearly will be, so I think the first two options are best, but they require a gradual, planned transition from current state to desired state, and I am hoping that is what the Master Plan is going to enable. I really do not think that changes to codes are going to make a positive impact on housing availability around the lakes without having a negative impact on the enjoyment that current homeowners derive from living on the lake. At best, provisions that encourage maintenance and modernization will keep lake living from deteriorating over time, which is the greatest threat from homeowners not having the priority or funding to keep up their lake properties. Richard Nellums

CITY OF PORTAGE PLANNING COMMISSION

**Thursday, April 18, 2024
7:00 PM Portage
Portage City Hall Council Chamber**

The City of Portage Planning Commission meeting of April 18, 2024, was called to order by Chair Corradini at 7:00 p.m.

IN ATTENDANCE

- Catherine Kaufman, City Attorney
- Biqi Zhao, Deputy Director of Planning and Zoning
- Eric Feldt, Senior City Planner
- Alex Johnson, City Planner/Project Manager
- Peter Dame, City Chief Development Officer

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Baldwin (yes); Secretary Freiman (yes), Adams (yes); Pezzoli (yes); Joshi (yes); Fries (yes); Youngs (yes); and Longjohn (yes).
9-Present; 0-Absent.

APPROVAL OF MINUTES

1. Minutes dated April 4, 2024.

Motion by Vice Chair Baldwin, seconded by Commissioner Pezzoli to approve the April 4, 2024, amended meeting minutes, as submitted. Motion carried 9-0.

PUBLIC HEARINGS

A Preliminary Plat approval for Oakland Farms No. 4 residential subdivision at 9840 Oakland Drive.

Mr. Feldt provided a PowerPoint presentation addressing the project by showing various maps of the overall area and subdivision phase. He described the overall subdivision platting process and the subject permitting step for the project. He stated that the project meets the applicable planning procedures and submittals, consistent with the City's improvement design standards, and is consistent with local zoning district standards. He concluded his presentation by recommending that Planning Commission recommends to the City Council approval of the Preliminary Plat for Oakland Farms No. 4 (Phase 5) residential subdivision at 9840 Oakland Drive.

Commissioner Longjohn asked about the City water main easement location.
Mr. Feldt confirmed this by showing the City's Fetch GIS map.

Commissioner Frieman asked about nearby residents' concerns about tree protection during construction. Mr. Feldt stated that neighbors can contact the City to determine any tree-related regulations and can contact the developer. Mr. Feldt also stated that the City does not have a tree preservation ordinance.

Chair Corradini expressed concerns about the City's 16" water main and easement in future residential back yards, looping the future water main, and utility layer for the subject phase.
Mr. Feldt clarified that the water main will stay in place and that its related easement is likely 10' on each side - total 20'; looping the water main is preferred; and that the utility layer is required only at final approval. Further, he stated he will pass the concerns about the water main location, size, and depth to the City Development Review Team and the Director of City Transportation & Utilities Department. (154)

Chair Corradini asked for the applicant to present:

Dan Martz, representative with Hyland Associates (7545 S 10th St Kalamazoo 49009), stated that staff's presentation satisfactorily summarized the project; indicated no intention to clear cut the site except for street and utility installation but try to preserve as many trees as they can.

Chair Corradini opened up the public hearing:

1. Martha Dahlinger, 2612 Chopin Ave.

Indicated her support of the developer keeping the trees and communicating with concerned neighbors.

Motion by Commissioner Pezzoli, seconded by Vice Chair Baldwin to close public hearing. Chair Corradini asked for voice vote; motion carried 9-0.

Motion by Commissioner Fries, seconded by Commissioner Pezzoli to recommend to the City Council approval of the Preliminary Plat for Oakland Farms No. 4 residential subdivision at 9840 Oakland Drive. Motion carried 9-0.

SITE/FINAL PLANS

None.

OLD BUSINESS

None.

NEW BUSINESS

Lakefront Property Housing Codes

Mr. Feldt provided a detailed presentation about the Lakefront Property Housing Codes project by explaining the purpose, history of development around the lakes, public and staff data, analysis, and suggested code changes. He summarized the results of a lakeshore property survey and received input during an open house. He described past zoning code changes and current land use flexibility. Mr. Feldt summarized areas of code changes into several categories: driveways, lakeviews, yard setback, and detached garages. He then suggested code changes related to those categories. Mr. Feldt concluded his presentation by showing the project's next steps, asking the Commission to accept public comment on those suggested code changes, and asking Planning Commission direction on those changes.

Commissioner Youngs asked if this would reduce the number of variances.
Mr. Feldt stated that he is hopeful.

STATEMENT OF CITIZENS

1. Lester Minor, 2514 E Shore Dr.

He stated various concerns about existing public lake access points. He noted drainage problems along E. Shore Drive. And he stated concerns about through traffic and any future street connections. He also stated concerns of a traffic light at Forest Drive and Portage Road and the adjacent property sold to the City.

2. John Fisher, 3506 E Shore Dr.

He stated various concerns about existing public lake access points. He also stated concerns about artificial grade raising of property causing drainage impacts to neighboring property, and general (15)

concerns about street drainage. He also stated some historic elements of development on Austin Lake and past cultural divides. Further, he spoke about the history of property north of Austin Lake where Upjohn/Pfizer planted trees to offset their pollution.

3. Mary Wieloposki, 8836 E Shore Dr.
She thanked staff for the lakeshore housing project by listening to the public and stated overall support for staff's recommendations.
4. Steve Pieczko, 3420 E Shore Dr.
He spoke about the 'speakupportage.com' website which supports transparency and democracy. He also spoke about a new petition gaining signatures about the keeping single family residential in the master plan and to consider the existing conditions of a neighborhood; the petition will be distributed at the next meeting.
5. Mary Zoeller, 2024 Ames Dr.
She asked staff why her neighbor could not replace the driveway to the original size (losing about 30% of parking).
Mr. Feldt stated certain driveway size restrictions as the reason for the loss of driveway size, and offered to address specific circumstances outside of the meeting.
6. Sue Garvey, 2514 E Shore Dr.
She stated that she owns a business and had to build a runoff pond for stormwater to reduce the water pollution, and asked why lakefront owners don't have to do the same for lake environmental reasons. Mr. Feldt stated that the same storm water regulations generally do not apply to single family residential property. However, when residences are part of a subdivision, they are part of a larger storm water network meeting storm water regulations. The large size of commercial buildings and associated parking lots and driveways generally have a large impervious surface area and, therefore, is more critical for meeting storm water regulations.
7. Scott Price, 10627 Sudan St.
Asked if the land between Gourdneck Lake and Portage Road is considered a public access point, as he has seen building activity and doesn't know whose property it is. He also indicated that the 24' ROW labeled as street, and the 5' ROWs aren't labeled at all.

STATEMENT OF COMMISSIONERS/ STAFF

1. Commissioner Longjohn stated concerns about drainage and pollution runoff draining into the lakes, and asked the difference between an engineer plan and drainage plan.
Mr. Feldt stated that the goal of the drainage plan is to direct drainage to appropriate places and away from flooding. It does not have to address a severe flooding event, such as a 100-year flood, but to address more common rainfall events. Most lakeside streets don't have the infrastructure (curbs, gutters) that the rest of the city has for addressing drainage. There is no water treatment required for the drainage plan. Requiring an engineer plan could be excessive and costly from homeowner, but if the Planning Commission wants to pursue it they can.
2. Commissioner Fries asked about the percentage of lakefront driveways that exceed 50% of the front yard, and that it's likely more of a problem in lakefront homes. He mentioned that pervious asphalt, pavestones, and different pervious surfaces should be considered, even just for the part of the driveway that exceeds 50%.

Mr. Feldt stated that he does not have the information. But, having a large driveway can cause drainage and aesthetic concerns. He stated that he does not know the long-term efficacy of pervious material for driveways, but would not be prohibited if meeting the improved surface material standards.

3. Chair Corradini stated the occurrence of long-term drainage issues around the lakes; the lower ground contributing to groundwater problems; and that large driveways cause more water runoff. He asked staff if driveways can be built or rebuilt over existing utilities.

Mr. Feldt stated he would ask the City's Transportation & Utilities Department about that item.

4. Commissioner Joshi stated concerns about the public access paths.

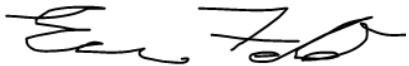
5. Attorney Kaufman stated that the City of Portage has hired an outside riparian attorney to analyze and gather data about public accesses around the lakes.

Commissioner Longjohn will be absent from the next meeting (5/2/24).

ADJOURNMENT

There being no further business to come before the Commission, Chair Corradini adjourned the meeting at 8:42 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
Senior City Planner

Lakefront Property Project Process

Goal

Amend City codes to address unique needs of lakefront properties and reduce code non-conformities.

Issues

Learn about lakefront development and reinvestment issues from lakefront owners, and evaluate problems from observed/documentated issues.

Address Issues

Establish amended zoning and other code changes.

Overall Project Timeframe

Approx. 6-7 months (January – July 2024)

STEP 1) Identify the problems/ issues – Data Collection

Timeframe: 1 month (January)

- Survey & Open House – Collect, identify issues
 - Survey: Active for 3 weeks, expires Monday, January 22nd
 - Open House: Tuesday, January 16, 2024

STEP 2) Data Analysis

Timeframe: 1 month (February)

- Data compilation, fact gathering and review

STEP 3) Draft Solutions/ Alternatives

Timeframe: 1-2 month (March-April)

- Analyze and identify solutions, alternatives

STEP 4) Present draft solutions to Public[WE ARE HERE]

Timeframe: Meeting (estimated to be in April)

- Planning Commission Public Workshop meeting - share results of data, draft solutions to issues, obtain commission and public feedback.
- Present zoning- and non-zoning related changes.

STEP 5) Present Draft Ordinance to Planning Commission, Public Hearing

Timeframe: Meeting (estimated to be in May)

- Planning Commission Public Hearing – Commission recommends draft ordinance that reflects April feedback to City Council.

STEP 6) City Council Meeting – Schedules Ordinance to future Council meeting.

Timeframe: Meeting (estimated to be in June)

- Present Zoning and non-zoning code changes to City Council.

STEP 7) City Council Public Hearing, Vote on Ordinance

Timeframe: Meeting (estimated to be in July)

- City Council holds public hearing and votes on zoning, non-zoning code changes.

CITY OF PORTAGE PLANNING COMMISSION

**Thursday, May 16, 2024
7:00 PM Portage
Portage City Hall Council Chamber**

The City of Portage Planning Commission meeting of May 16, 2024, was called to order by Chair Corradini at 7:00 p.m.

IN ATTENDANCE

- Peter Dame, City Chief Development Officer
- Eric Feldt, Senior City Planner
- Alex Johnson, City Planner/Project Manager
- Catherine Kaufman, City Attorney
- Biqi Zhao, Deputy Director of Planning and Zoning

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Baldwin (yes); Secretary Freiman (yes), Adams (yes); Pezzoli (yes); Joshi (yes); Fries (no); Youngs (yes); and Longjohn (yes).
8-Present; 1-Absent.

Motion by Vice Chair Baldwin, seconded by Commissioner Pezzoli to approve the excused commissioner.
Motion carried 8-0.

APPROVAL OF MINUTES

1. Minutes dated May 2, 2024.

Motion by Commissioner Pezzoli, seconded by Vice Chair Baldwin to approve the May 2, 2024, as submitted. Motion carried 8-0.

PUBLIC HEARINGS

Lakefront Property Housing Code Ordinance Amendment #23/24-3: Ordinance to amend City of Portage Chapter 24 Article 5 Safety, Sanitation, and Health; and Chapter 42 Land Development Regulations relating to the Lakeshore Housing Project.

Mr. Feldt presented an update on the Lakefront Property Housing Codes project, showing various slides of the consolidated areas of change based on community input and existing codes. He explained proposed regulations and how they are associated with the areas of change. He concluded his presentation by asking for Planning Commission support of the amendment for future Council action.

Secretary Frieman asked for clarification on the viewsheds requirements (i vs ii) stated in the packet vs the presentation. Mr. Feldt explained that staff used a fixed number as being the most desirable option for staff reviews of projects and an easier expectation for new homebuilders and homeowners.

Commissioner Joshi asked where staff came up with the 50-60 percent number for driveways needing an engineering drawing. Mr. Feldt explained the current limit is 50% and we know homeowners already want to exceed that, especially due to small lot widths. Sixty percent seemed to be an appropriate leeway amount; it exceeds current code and, thus, heightens the need for professional engineer drainage analysis.

Chair Corradini asked if there had been further discussion on the protection of existing utilities. Mr. Feldt explained that we did not receive much feedback regarding the expansion of driveways and existing

utilities but will be individually reviewed by staff at a more detailed level utilizing the City's Transportation and Utility Department more closely.

Chair Corradini opened public hearing:

1. Jeff Newhouse: 8109 W. Long Lake Dr. (not in Portage, but on the Long Lake Association board): Advocated for citizens around Long Lake by stating support for greater driveway size due to the many narrow lots along the lake. Further, he stated support for allowing reconstruction of any sized driveway. Lastly, he stated the uniqueness of lake properties should provide greater driveway size flexibility.

Motion by Vice Chair Baldwin, seconded by Commissioner Pezzoli, to close public hearing. Motion carried 8-0.

Vice Chair Baldwin asked if there is a way for older properties with large driveways to be grandfathered in. Mr. Feldt stated No, and it would require a variance from the Zoning Board of Appeals. If large driveways were built without proper permits in the past, the code will not allow them to keep their large nonconformity. The size limit has been expanded for this proposal and, in the future, we can reassess if need more flexibility.

Commissioner Longjohn wondered how many driveways would be nonconforming if the ordinances changed. He wants the data with patterns of nonconformity. He thinks the permitting process is very important regarding the grade and flooding issues. He motions for the tabling of this subject to the next meeting. Commissioner Pezzoli asks about needing to set a date for tabling the project. Attorney Kaufman clarified that stating the date for the tabled project in a public meeting completes the public notice requirement. She also stated that generally, around the lakes, almost everything is non-conforming in width, area, setbacks, etc. and, therefore, would not be a perfect solution.

Chair Corradini indicated no one provided support for the motion. He stated that the motion failed and moved back into the discussion. He stated in agreement of Attorney's Kaufman comment about the non-conforming lakefront properties and that every place along the lake is different.

Commissioner Pezzoli, seconded by Commissioner Youngs, motioned to recommend to the City Council the approval the Lakefront Property Housing Code Ordinance Amendment #23/24-3: Ordinance to amend City of Portage Chapter 24 Article 5 Safety, Sanitation, and Health; and Chapter 42 Land Development Regulations relating to the Lakeshore Housing Project.

Mr. Feldt called roll for vote – Motion passes 8-0.

SITE/FINAL PLANS

A Final PD Site Plan for 'Oakland Commons' a proposed 58-units residential development at 9581 Oakland Drive.

Mr. Feldt presented the background of the project and current proposal. He showed various site plan images and concept renderings from the application. He explained the various proposed housing types, new left-turn lane, and landscaping. Mr. Feldt described the permitting process, current step, and future steps for the project. He stated that the project is consistent with Site Plan and Final PD requirements. He concluded his presentation by asking for Planning Commission questions and support for future Council action.

Vice Chair Baldwin asked if Fire department access is only on Oakland Drive. Mr. Feldt stated that a Fire Department connection to Shaver Road is also proposed as required.

Secretary Frieman asked about stormwater sewer and sanitary sewer. Mr. Feldt indicated that the sanitary sewer will be City-owned and -maintained, and the stormwater sewer will be private. He also stated that the developer can explain the stormwater in greater detail.

Various commissioners discussed elements about the required left-turn lane, and the timing with a future City left-turn lane along Oakland Drive. Chief Development Officer Peter Dame came to the podium and provided clarity about the left-turn lane and indicated that the City's future left-turn lane is listed on the City's Capital Improvement Program (CIP), and it is not guaranteed to be funded or built at this time. But, if and when the City designs a new left-turn lane, it will be consistent all the way through. He also added that the proposed City watermain will be a continuous loop for this project.

Chair Corradini asked the applicant to present:

1. Applicant, Mike West, and Engineering Project Manager, John Lovely, with Allen Edwin Homes associated with Green Development Ventures, LLC; 2186 E Centre Ave, Portage, MI
He provided a brief summary description of the project, including the prior approval of the project's Tentative PD Plan and Rezoning last year.

Several Commissioners stated general support for the project and its unique layout design.

Chair Corridini inquired whether the sidewalk dead ending is necessary and asked for an overall construction timeframe. Mr. West stated an estimated construction starting time in Spring 2025 and completion by 2027. Mr. Feldt stated that the sidewalk is required.

Mr. Lovely, explained the storm sewer system, indicated that it is designed in conformance with the City's stormwater design criteria manual, and has been reviewed and approved by the City's Transportation and Utilities Department.

Commissioner Pezzoli, seconded by Commissioner Adams, motioned to recommend to the City Council the approval of the Final PD Site Plan for 'Oakland Commons' a proposed 58-units residential development at 9581 Oakland Drive with the condition: Add a revised note at the bottom of the profile to indicate that the developer was responsible for all water main installation in the Public Utility Plan submission. Motion carried 8-0.

OLD BUSINESS

Draft Portage Forward Together 2045 Master Plan

Mr. Feldt explained the draft Master Plan timeline and process, where it can be read, and the next step involving Council action. He asked for the Planning Commission support for Council to start the State-mandated 63-day public noticing period.

Vice Chair Baldwin asked how many outlying communities the plan will go to. Mr. Feldt stated that a public notification about the new draft Master Plan will be sent to all abutting cities, townships, and municipalities, as well as non-government entities, such as utility and railroad companies.

Commissioner Pezzoli, seconded by Youngs, motioned to recommend to the City Council the approval of the distribution of the draft Portage Forward Together 2045 Master Plan, with technical updates/corrections if needed prior to the distribution. Motion carries 8-0.

NEW BUSINESS

None.

STATEMENT OF CITIZENS

1. Lynn Elliot; 9724 East Shore Dr

She asked the Commission to consider the AARP (American Association of Retired Persons) driving course when reviewing projects involving a new left-turn lane. She states it is less safe and has changed her routes to use all right-hand turns.

2. Mary Wieloposki; 8836 East Shore Dr

She expressed her gratitude for the lakeshore housing code changes and listening and responding to the public's comments about the draft Master Plan Future Land Use Map. She stated that it enforces the position statement of Moving Forward Together.

STATEMENT OF COMMISSIONERS/ STAFF

Several Commissioners stated thanked and recognized the City of Portage for its early tornado warning systems, first responders, Mayor Randall volunteers, and everyone who helped and, how little human harm occurred.

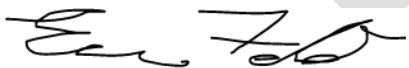
Several Commissioners also thank Commissioner Pezzoli for his service on the Planning Commission and wished him the best.

Commissioner Youngs gave update on PPP vote from previous City Council and used it as an example of the checks/balances they have as a Commission.

ADJOURNMENT

There being no further business to come before the Commission, Chair Corradini adjourned the meeting at 8:40 p.m.

Respectfully submitted,



Eric Feldt
Senior City Planner

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
CHAPTER 42 LAND DEVELOPMENT REGULATIONS**

THE CITY OF PORTAGE ORDAINS:

Section 1.

That Chapter 42, Article 4, Division 4, Subdivision 10, section 42-350(B)(2), Footnotes to Schedule of Regulations shall be amended as follows:

CHAPTER 42. LAND DEVELOPMENT REGULATIONS.

Section 42-350 (B)(2), Footnotes to Schedule of Regulations, shall be amended to read as follows:

- (2) A residential lot that was legally recorded as part of a plat on December 14, 1965, and which was a buildable lot under the Zoning Code at the time of recording, shall be deemed a buildable lot even though it may have less area and/or width than the minimum zoning lot size per unit set forth in this subdivision. If such lot size dimensions are less than required in this subdivision, then the minimum yard setback applying to that dimension may be reduced to, but may not be less than, the following:
- a. For lots with less than the required lot width, side yard setback shall not be less than five feet;
 - b. For *non-lakefront* lots with less than the required area, setbacks shall not be less than the following:
 - i. Thirty feet to the rear line;
 - ii. 15 feet from the street line abutting on the long side of a corner lot, provided that detached accessory buildings erected not less than 60 feet from the front street line may be erected not less than three feet from the side line, and provided further that a detached accessory building erected on a corner lot may be erected not closer than 15 feet to the side line of the street other than that upon which the dwelling on that lot is faced; and
 - iii. 25 feet from the front line, provided that when 25 percent or more of all the frontage on the same side of the street between two intersecting streets has been built up with permanent dwellings, the average setback of the dwellings shall be the minimum setback line between the intersecting streets.
 - c. *For lakefront lots with less than the required area, setbacks shall not be less than the following:*

- i. *40 feet to the rear lot line.*
- ii. *20 feet from front lot line.*

Section 2.

That Chapter 42, Article 4, Division 2, section 42-112, Definitions shall be amended as follows:

CHAPTER 42. LAND DEVELOPMENT REGULATIONS.

Section 42-112, Definitions (B)(2), shall amend the definition of building height and improved driveway to read as follows:

Building height: The vertical distance measured from the established grade to the highest point of the roof surface for flat roofs, to the deck line of mansard roofs, and to the average height between the highest eaves and ridge for gable, hip and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average grade. *Height calculations shall disregard any fill or construction which the director finds to have no significant purpose other than elevating the grade. In reaching such finding, the director shall consider only those architectural, structural, safety, aesthetic, access or other purposes claimed by the developer and supported by reasonable evidence.*

Improved driveway: a private road of ingress and egress with a uniform surface of concrete, asphalt, porous pavement or pavers, or gravel which leads from a curb cut to a garage, carport or accessory parking space. An improved driveway may include a surfaced turnabout area, a circular driveway or an accessory parking space.

All other parts of Section 42-112 shall remain unchanged.

Section 3.

That Chapter 42, Article 4, Division 3, section 42-133(D), Nonconforming buildings and structures shall be amended to read as follows:

CHAPTER 42. LAND DEVELOPMENT REGULATIONS.

Section 42-133, Nonconforming lots, buildings, structures and uses, (D) shall be amended to add new subsection 6 to read as follows:

6. *Notwithstanding any other standards in this section, within one year of demolition an existing residential detached garage which does not meet the front yard setback may be rebuilt if it faces the street and is located at least 20' away from front property line (ROW) or at least 15' from the front property line (ROW) if it does not face the street.*

Section 3.

That Chapter 42, Article 4, Division 3, section 42-126, Regulations applicable to all one-family dwellings, will be amended by adding a new subsection J, which subsection will read as follows:

CHAPTER 42. LAND DEVELOPMENT REGULATIONS.

Section 42-126, Regulations applicable to all one-family dwellings, shall be amended to add new subsection J to read as follows:

An improved driveway may include a surfaced turnabout area, a circular driveway or an accessory parking space and shall meet the following criteria:

1. For nonlakefront property:

- a. It does not exceed an average width of 24 feet from edge to edge in the front yard, except that an average width of 30 feet from edge to edge in the front yard is permitted for lots or parcels of 100 feet in width or more.
- b. It does not occupy in excess of 50 percent of the area included in the front yard.

2. For lakefront property:

- a. Max. average width: 30 feet, regardless of front yard coverage standards.*
- b. Drainage plan to guide stormwater to a natural waterbody or an approved stormwater infrastructure.*
- c. For substandard lot width, driveways between 50 and 60 percent front yard area require professional engineer drainage plan.*

Section 4.

That Chapter 42, Article 4, Division 3, section 42-128, Lakefront lots, will be amended by adding a new subsection E, which subsection will read as follows:

CHAPTER 42. LAND DEVELOPMENT REGULATIONS.

Section 42-128, Lakefront lots, shall be amended to add new subsection E to read as follows:

- E. *Lakefront property driveways shall be governed by the requirements under Section 42-126, Division 3 General Provisions.*

Section 5. Severability. The provisions of this ordinance are severable.

Section 6. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. Existing prosecutions under any ordinance provision that is hereby repealed may be pursued to its natural conclusion.

Section 7. Effective Date. This ordinance shall be effective 15 days after publication after adoption

Dated: _____

Patricia M. Randall, Mayor

FIRST READING:
SECOND READING:
ORDINANCE #:
EFFECTIVE DATE:

CERTIFICATION

I, Erica Eklov, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 2024.

Erica Eklov, City Clerk

PREPARED BY:
Catherine Kaufman (P65412)
Portage City Attorney
Bauckham Thall
470 W. Centre, Suite A
Portage, MI 49024

Approved as to Form:

Date: 6-4-2024

Catherine Kaufman
City Attorney

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Ordinance Amendment to amend City of Portage Chapter 24 Article 5 Safety, Sanitation, and Health relating to the Lake Neighborhood Zoning Amendments

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Accept for first reading the Ordinance Amendment to amend City of Portage Chapter 24 Article 5 Safety, Sanitation, and Health relating to the Lake Neighborhood Zoning Amendments, with final adoption on July 9, 2024.

This agenda item is paired with and necessitated by the agenda item to amend the city zoning codes as part of the Lake Neighborhood Zoning Amendment package. One of the recommended zoning amendments that will be subject to a July 9 public hearing is to add provisions to the zoning code relating to driveways. The authority to regulate driveways is currently in Chapter 24, Article 5 of the city code, which is not in the zoning code.

Therefore, if the proposal to amend the zoning code to include driveway regulation is approved, removing the existing regulation of driveways from the current code would be needed. It is recommended that the City Council Accept for first reading the Ordinance Amendment to amend City of Portage Chapter 24 Article 5 Safety, Sanitation, and Health relating to the Lake Neighborhood Zoning Amendments, so that actions on both the zoning recommendations and the deletion of the existing driveway requirements in Chapter 24 can be considered at the same July 9, 2024, meeting.

FUNDING: Not Applicable

Attachments: 1. delete driveway code section

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN
BY AMENDING CHAPTER 24 COMMUNITY QUALITY**

THE CITY OF PORTAGE ORDAINS:

Section 1.

That Chapter 24, Article 5, Safety Sanitation and Health shall be amended by deleting a definition in Subsection 24-111, Improved Driveway.

CHAPTER 24. COMMUNITY QUALITY.

Article 5, Safety, Sanitation, Health, Subsection 24-111 Definitions, is revised by deleting the definition of Improve driveway, as follows

~~Improved driveway means a private road of ingress and egress with a uniform surface of concrete, asphalt or gravel which leads from a curb cut to a garage, carport or accessory parking space. An improved driveway may include a surfaced turnabout area, a circular driveway or an accessory parking space and shall meet the following criteria:~~

- ~~1) It does not exceed an average width of 24 feet from edge to edge in the front yard, except that an average width of 30 feet from edge to edge in the front yard is permitted for lots or parcels of 100 feet in width or more.~~
- ~~2) It does not occupy in excess of 50 percent of the area included in the front yard.~~

All other parts of Subsection 24-111 Definitions remain unchanged.

Dated: _____

Patricia M. Randall, Mayor

FIRST READING:

SECOND READING:

ORDINANCE #:

EFFECTIVE DATE:

CERTIFICATION

I, Erica Eklov, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 2024.

Erica Eklov, City Clerk

PREPARED BY:
Catherine Kaufman (P65412)
Portage City Attorney
Bauckham Thall
470 W. Centre, Suite A
Portage, MI 49024

Approved as to Form:

Date: 6.6.2024

Catherine Kaufman
City Attorney

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Establishment of the Portage Cemetery Perpetual Care Endowment Fund

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Authorize the City Manager to enter into agreement with the Kalamazoo Community Foundation for the creation of the Portage Cemetery Perpetual Care Endowment Fund.

The City of Portage maintains a perpetual care fund that can be used for the repair, maintenance and upkeep of all municipal cemeteries in Portage (Dry Prairie, Indian Fields, Central and South). The current balance of cash and investments in the Cemetery Perpetual Care Fund is \$1,546,114. The investment performance for the last fiscal year was at 1.992% whereas the prior year it was at .367%. City Administration is proposing entering into an arrangement with the Kalamazoo Community Foundation to replace the existing perpetual care fund with the establishment of a designated endowment fund called the Portage Cemetery Perpetual Care Endowment Fund. A distinct advantage of making this transition is the higher return on investments. As of December 31, 2023, the year to date investment earnings of the Kalamazoo Community Foundation were 15.4%. The ability for the utilization of such an endowment fund is permitted by Public Act 422 of 2014.

The five-year average rate of return for City investments is strikingly lower (1.13%) than that achieved by the Kalamazoo Community Foundation (9.4%). This is due to the fact that our Treasurer's hands are tied by Michigan's Public Act 20, which limits our investments to very conservative vehicles such as US Securities, CDs and commercial paper. If these five year's averages are a predictor of future earning potential:

Next year the fund would earn \$19,500 if we kept it in the City investment portfolio. If we transfer that amount to the Community Foundation, it would generate \$129,750.

If we let the total funds carry over every year, at the end of ten years we will have \$1,678,384 in the fund if left under City control. If invested with the foundation, the principle would compound to \$3,438,655.

Finally, if we draw down the interest to help with cemetery operating expenses, over a ten-year period we would see the following results:

City invested:

\$16,950 per year x 10 = \$169,500 revenue, \$1,500,000 left as principle

Foundation invested:

5% per year compounded = \$885,978 revenue, \$2,146,764 left as principle

By engaging in an endowment fund, it is important to note that the initial investment is not accessible. Rather, it is a portion of the earnings on an annual basis that becomes spendable. For a new endowed fund, the spendable rate for the first year is approximately 5% of the initial gift, although this could be as low as 4% or as high as 5.5%. Kalamazoo Community Foundation charges an administrative fee of 0.75% of the fund's market value. It is equally important to note that, pursuant to State Law, we cannot touch the initial investment anyway, so this preclusion is no risk whatsoever.

The Kalamazoo Community Foundation is a long-established and reputable organization that has been serving the community since 1925. It currently manages over 1,100 funds with a total value in excess of \$650 million. The establishment of the Portage Cemetery Perpetual Care Endowment Fund provides a stable investment option, provides a significantly higher rate of return and will continue to grow over time, thereby providing revenue to support cemetery maintenance and upkeep.

Therefore, it is recommended that City Council authorize the City Manager to enter into agreement with the Kalamazoo Community Foundation for the creation of the Portage Cemetery Perpetual Care Endowment Fund.

FUNDING: Transfer of up to \$1M from the City of Portage Cemetery Perpetual Care Fund to the Kalamazoo Community Foundation

Attachments:

1. Designated Endowed Cemetery Fund - City of Portage 2024
2. Portage Perpetual Care Fund Info
3. Public Act 422 of 2014

City of Portage
7900 S. Westnedge Avenue,
Portage, MI 49002

May 28, 2024

Dr. Grace Lubwama
President & CEO
Kalamazoo Community Foundation
402 East Michigan Avenue
Kalamazoo, MI 49007-3888

RE: Designated Endowment Fund

Dear Dr. Lubwama:

The City Council of Portage hereby wishes to establish a fund within the Kalamazoo Community Foundation to be designated as the **Portage Cemetery Perpetual Care Endowment Fund**. This fund is being established to act as a depository for irrevocable gifts, and we understand that additional gifts may be made to this fund.

It is understood that any distributions from this fund can only be made with the approval and authorization of the board of trustees of the Kalamazoo Community Foundation. However, it is intended that distributions of income, subject to an appropriate spending rule, would be made available to provide support to the City of Portage for the ongoing care and maintenance of their cemeteries. Such distributions may be suggested by the City Manager and Chief Operations Officer and would include administrative and operational expenses, and capital expenditures.

The Portage Cemetery Perpetual Care Endowment Fund is intended to be a component fund of the Kalamazoo Community Foundation, as allowed by Public Act 422 of 2014 enacted by the State of Michigan, MCL128.3, ("Public Act 422"). As such, it is subject to the Foundation's authority to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to a specified charitable organization if, in the sole judgment of the Board, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

In the event the City of Portage should cease to exist, it is intended that the Portage Cemetery Perpetual Care Endowment Fund would continue and at that time become an unrestricted endowed fund of the Kalamazoo Community Foundation. The board of trustees of the Kalamazoo Community Foundation would be authorized to distribute such amounts of income, subject to an appropriate spending rule for such educational benevolent, charitable, or public purposes as the board shall deem appropriate.

Thank you for your assistance in the establishment of the Portage Cemetery Perpetual Care Endowment Fund.

Very truly yours,

Pat McGinnis
Portage City Manager

DRAFT

CITY OF PORTAGE CEMETERY PERPETUAL CARE FUND

GL DESCRIPTION	BALANCE AS OF 06/30/2019	BALANCE AS OF 06/30/2020	BALANCE AS OF 06/30/2021	BALANCE AS OF 06/30/2022	BALANCE AS OF 06/30/2023
Revenues					
Charges for Services - Cem Perpet Care (lots)	54,050.00	31,525.00	53,575.00	46,972.80	61,825.00
Interest Income	20,930.59	17,332.75	4,370.72	5,097.22	29,270.56
Net Change In Fair Value of Investments	9,903.21	4,978.67	(4,714.34)	(29,142.59)	(9,119.18)
TOTAL REVENUES	84,883.80	53,836.42	53,231.38	22,927.43	81,976.38
Expenditures					
Transfers to General Fund	7,500.00	12,000.00	0.00	0.00	0.00
TOTAL EXPENDITURES	7,500.00	12,000.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	77,383.80	41,836.42	53,231.38	22,927.43	81,976.38
Assets					
Pooled Cash & Investments	1,269,546	1,311,383	1,364,615	1,387,542	1,469,518
Fund Balance	1,269,546	1,311,383	1,364,615	1,387,542	1,469,518
Investment performance	1.649%	1.322%	0.320%	0.367%	1.992%



Senate Fiscal Agency
P. O. Box 30036
Lansing, Michigan 48909-7536

BILL ANALYSIS



Telephone: (517) 373-5383
Fax: (517) 373-1986

Senate Bill 1125 (as enacted)
Sponsor: Senator Goeff Hansen
Senate Committee: Local Government and Elections
House Committee: Local Government

PUBLIC ACT 422 of 2014

Date Completed: 2-23-15

CONTENT

The bill amended Public Act 215 of 1937, which authorizes municipalities to own or control cemetery or burial grounds, to do the following:

- **Allow a municipality to establish an endowment and perpetual care fund for a municipally owned cemetery as part of an agreement with a community foundation.**
- **Require the community foundation annually to authorize two distributions of earnings from the fund to the municipality for care and maintenance of the cemetery.**
- **Require the cemetery to maintain records regarding the use of earnings from the fund.**
- **Allow the community foundation's fees and costs associated with the agreement to be paid from the principal of the fund.**
- **Specify information that the community foundation must submit to the municipality in an annual fund statement.**

The bill took effect on December 30, 2014.

Specifically, the bill allows a municipality that has a municipally owned cemetery to establish and maintain an irrevocable endowment and perpetual care fund as a component fund within a community foundation, by entering into an irrevocable agreement with the community foundation. (The Act defines "municipality" as a city, township, village, or county.)

The amounts deposited into the fund must be held in perpetuity by the community foundation, except that it annually must authorize two distributions of interest and other earnings to the municipality for care and maintenance of the cemetery. The withdrawals must be documented.

The cemetery must maintain records showing that earnings from the fund are used exclusively for endowment and for care and maintenance of the cemetery. The community foundation is not responsible for ascertaining that money paid to the municipality is spent for the limited purposes authorized by the bill.

Subject to terms of the irrevocable agreement, the community foundation's fees and costs for services under the bill and the agreement may be paid from the fund's principal.

The community foundation must submit to the municipality's legislative body an annual fund statement that includes the following information for the reporting period:

- Beginning and ending balances.
- Deposits to the fund, including interest and earnings from fund investments.
- Documentation of distributions from the fund to the municipality for cemetery care and maintenance.
- Documentation of any expenditures for the community foundation's fees and costs for services it provides under the agreement.

The bill defines "community foundation" as an organization that meets all of the following requirements:

- Has existed for at least 10 years.
- Has assets of at least \$10.0 million.
- Qualifies for exemption from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code.
- Supports a broad range of charitable activities within the specific geographic area of Michigan that it serves, such as a municipality.
- Maintains an ongoing program to attract new endowment funds by seeking gifts and bequests from a wide range of potential donors in the geographic area served.
- Is publicly supported, as defined in Federal regulations.
- Meets the requirements for treatment as a single entity under Federal regulations.
- Is not a private foundation, as described in Section 509(a)(3) of the Internal Revenue Code.
- Has an independent governing body that represents the general public's interest and is not appointed by a single outside entity.
- Maintains continually at least one part-time or full-time employee beginning not later than six months after the community foundation is incorporated or established.
- Is subject to an annual independent financial audit.

In addition, for a community foundation incorporated or established after January 9, 2001, it must operate in a Michigan county that was not served by a community foundation when the foundation was incorporated or established, or must operate as a geographic component of an existing community foundation.

MCL 128.3 & 128.4

Legislative Analyst: Patrick Affholter

FISCAL IMPACT

The bill will have an unknown fiscal impact on a municipality that operates a cemetery and establishes an irrevocable endowment and perpetual care fund with a community foundation, as authorized by the bill. To the extent that the investment management and vehicles provided by the community foundation increase returns to the fund, additional revenue will be available for cemetery maintenance. For municipalities that use local general fund money to pay for cemetery maintenance, additional cemetery endowment earnings potentially will reduce the use of general fund revenue for cemetery maintenance. Depending on the types of investment vehicles used, however, the fund also will have increased investment risk with potential for volatility and losses. The endowment and perpetual care fund will be reduced by the fees and costs for services provided by the community foundation according to the agreement with the municipality.

Fiscal Analyst: Elizabeth Pratt

S1314\S1125es

This analysis was prepared by nonpartisan Senate staff for use by the Senate in its deliberations and does not constitute an official statement of legislative intent.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Approve the Local No. 1467, International Association of Firefighters, Portage Firefighters Association, AFL-CIO (IAFF), Collective Bargaining Agreement for the period of July 1, 2024, through June 30, 2027, and authorize the Mayor and the City Clerk to sign the same.

SUPPORTING PERSONNEL: Shannon Hertz, Director of Human Resources

ACTION RECOMMENDED: Approve the Local No. 1467, International Association of Firefighters, Portage Firefighters Association, AFL-CIO (IAFF), Collective Bargaining Agreement for the period of July 1, 2024, through June 30, 2027, and authorize the Mayor and the City Clerk to sign the same.

The most recent IAFF contract would have expired on June 30, 2024. The city and the IAFF agreed that it would be in the mutual interest for both parties to open the contract before the expiration to address various mutual concerns. Those meetings concluded with an agreed upon three-year contract. On June 3, 2024, the IAFF union met and ratified the Agreement. A summary of key points follows:

- Introduced Short-Term Disability to this group.
 1. Paying down sick banks to 600 hours (to account for 54-hour shifts), lowering our future exposure.
 2. Tightened up contract language regarding sick family usage.
- Call-in hours paid increased from 2 to 3 hours.
- Updated City Holidays to follow non-union group A.O.
- The food allowance increased from \$1000 to \$1100 to account for the rising cost of food.
- Added a new Apparatus Section head list to the Section Work bonus eligible list.
- Updated language regarding light duty assignments to allow the Chief and personnel to work out a schedule that works for both sides.
- Changed language to 2 years from date of original injury to come back to full duty to allow us to bring people back on light duty, if available, and not reset the two-year clock.
- Added 72 hours of maternity/paternity time for birth or placement of a child to try to attract and retain staff.
- New Residency requirement to allow members to live within Kalamazoo County or any county that directly borders Kalamazoo County to improve response time from off-duty employees when needed.
- Closed meetings within Fire Station 12-1 to anyone not within the bargaining unit without permission from the Director of Public Safety or a person they designate.
- Joint proposal to allow a new rank of Lieutenant to the bargaining unit to allow for less experienced Firefighters to gain more experience before becoming supervisors. This will address

Approve the Local No. 1467, International Association of Firefighters, Portage Firefighters Association, AFL-CIO (IAFF), Collective Bargaining Agreement for the period of July 1, 2024, through June 30, 2027, and authorize the Mayor and the City Clerk to sign the same.

Page 2 of 2

concerns the city had regarding shift trade time, vacation time, having designated supervision on each shift, eliminating the paying of acting pay for those who refuse to act up, and addressing the promotional process. It allows us to identify candidates for promotional opportunities as they become available.

- Retiree Health Contribution increases from \$200,000/year to \$217,000 in years 1 & 2, and to \$224,000 in year 3.
- Increases in pay scale allow us to be competitive and address concerns IAFF had about wage stagnation.

Therefore, it is recommended that the City Council approve the Local No. 1467, International Association of Firefighters, Portage Firefighters Association, AFL-CIO (IAFF) Collective Bargaining Agreement for the period of July 1, 2024, to June 30, 2027, and authorize the Mayor and the City Clerk to sign the same.

FUNDING: Funding is available in the FY 24/25 budget.

Attachments:

1. Local 1467 CBA 2024 Draft
2. Local 1467 CBA 2024-2027

AGREEMENT
BETWEEN
CITY OF PORTAGE
AND
LOCAL NO. 1467
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Portage Firefighters Association, AFL-CIO
Effective July 1, 202~~40~~ through June 30,
202~~4~~7

ARTICLE NO.	DESCRIPTION	PAGE
<u>ARTICLE I</u>	<u>RECOGNITION</u>	
Section 1	Recognition.....	8
Section 2	Non-Discrimination.....	8
Section 3	Membership / Provisions.....	9
Section 4	Gender Clause.....	9
Section 5	Union Dues Checkoff.....	9
Section 6	Calendar Day Definition.....	10
<u>ARTICLE II</u>	<u>MANAGEMENT RIGHTS</u>	
Section 1	Management Rights.....	10
<u>ARTICLE III</u>	<u>SENIORITY</u>	
Section 1	Definition.....	10
Section 2	Probationary Employees.....	10
Section 3	Initial Assignment.....	10
Section 4	Seniority List.....	11
Section 5	Termination.....	11
Section 6	Lay-off.....	11
<u>ARTICLE IV</u>	<u>WAGE RANGES</u>	
Section 1	Wages (APPENDIX A).....	11
Section 2	Acting Pay.....	12
Section 3	Direct Deposit.....	12

<u>ARTICLE V</u>	<u>HOURS OF WORK</u>	
Section 1	Normal Hours of Work for Firefighters.....	12
Section 2	Over-Time Pay.....	13
Section 3	Over-Time Authority.....	13
Section 4	Compensatory Time.....	13
Section 5	Court Appearances.....	14
Section 6	Shift Bidding / Shift Modifications.....	14
Section 7	Light Duty Work Assignments.....	15
 <u>ARTICLE VI</u>	 <u>HOLIDAYS</u>	
Section 1	Holiday Pay.....	15
 <u>ARTICLE VII</u>	 <u>VACATIONS</u>	
Section 1	Vacation	15
Section 2	Vacation Permissions & Selection.....	16
Section 3	Vacation Pay at Termination.....	16
Section 4	Maximum Accumulation.....	17
 <u>ARTICLE VIII</u>	 <u>SICK LEAVE AND LONG-TERM DISABILITY</u>	
Section 1	Long-Term Disability Insurance.....	17
Section 2	Sick Leave Credits.....	17
Section 3	Request for Sick Days.....	17
Section 4	Eligibility for Sick Days.....	18
Section 5	Deduction from Sick Leave Credits.....	19
Section 6	Voluntary Work.....	19

Section 7	Sick Bank Payoff.....	19
<u>ARTICLE IX</u>	<u>LEAVES OF ABSENCE</u>	
Section 1	Military Leave.....	20
Section 2	Military Service	20
Section 3	Funeral Leave.....	20
Section 4	International Union Assignment.....	20
Section 5	International Union Functions.....	21
Section 6	Medical Leave of Absence.....	21
<u>ARTICLE X</u>	<u>INSURANCE</u>	
Section 1	Health Insurance.....	21
Section 2	Retiree Health.....	22
Section 3	Dental Insurance.....	23
Section 4	Life Insurance.....	23
Section 5	Cafeteria Benefit Plan.....	23
Section 6	HSA Employee One Time Contribution.....	23
<u>ARTICLE XI</u>	<u>LONGEVITY PAY</u>	
Section 1	Longevity Entitlement.....	24
Section 2	Continuous Service.....	24
Section 3	Date of Payment.....	24
Section 4	Prorated Longevity.....	24

<u>ARTICLE XII</u>	<u>PENSION/RETIREMENT</u>	
Section 1	Money Purchase Plan & Contribution Schedule.....	24
Section 2	Pro-Rating Contribution Schedule.....	24
 <u>ARTICLE XIII</u>	 <u>PHYSICAL FITNESS</u>	
Section 1	Mutual Interest.....	25
Section 2	Off Duty Use of Physical Fitness Facilities.....	25
Section 3	Use of Tobacco Products.....	25
Section 4	Return to Work (APPENDIX B)	25
	Medical Physical Examination & Maintenance Program.....	26
 <u>ARTICLE XIV</u>	 <u>PROMOTIONS</u>	
Section 1	Promotional Process.....	27
Section 2	Return to Lower Rank after Promotion.....	29
Section 3	Indefinite Assignment of Acting Position.....	29
 <u>ARTICLE XV</u>	 <u>CONTINUING EDUCATION</u>	
Section 1	College Incentive.....	29
Section 2	Transcript Requirement.....	29
Section 3	Date of Payment.....	30
Section 4	Certification.....	30
Section 5	Tuition Reimbursement.....	30

<u>ARTICLE XVI</u>	<u>GENERAL</u>	
Section 1	Trade Time.....	31
Section 2	Review of Personnel File.....	31
Section 3	Savings Clause.....	31
Section 4	Collective Bargaining Recognition.....	32
Section 5	Legal Work Right.....	32
Section 6	Work Uniform, Linens / PPE.....	32
Section 7	Section Work Assignments.....	34
Section 8	Tattoos.....	35
Section 9	Food Allowance.....	35
Section 10	MFR / EMT	36
Section 11	Audio Recording.....	36
 <u>ARTICLE XVII</u>	 <u>GRIEVANCE PROCEDURE</u>	
Section 1	Grievance Step Process.....	36
Section 2	Time Limits.....	37
Section 3	Grievance on Behalf of Union.....	37
Section 4	Membership of Union's Grievance Representatives.....	37
Section 5	Loss of Pay (Union Representative)	37
 <u>ARTICLE XVIII</u>	 <u>SUSPENSION AND DISCHARGE CASES</u>	
Section 1	Disciplinary Action.....	38
Section 2	Back Pay.....	38
Section 3	Discipline Administration.....	38
Section 4	Terminating Employee Insurance.....	39

<u>ARTICLE XIX</u>	<u>40-HOUR POSITION</u>	
Section 1	40-Hour Firefighter Assignment.....	39
Section 2	Work Hours.....	39
Section 3	Reporting Structure.....	39
Section 4	Wages (APPENDIX A).....	39
Section 5	Food Allowance.....	39
Section 6	Uniform Allowance.....	39
Section 7	Vacation Time.....	39
Section 8	Recognized Holidays.....	39
Section 9	Holiday Pay.....	40
Section 10	Overtime / Compensatory Time.....	41
Section 11	Sick Time Accrual.....	41
Section 12	Vacation Time Accrual.....	41
Section 13	Included Articles and Sections.....	42
 <u>ARTICLE XX</u>	 <u>DURATION</u>	 43
 <u>APPENDIX A</u>	 <u>WAGES</u>	 44
 <u>APPENDIX B</u>	 <u>RETURN TO WORK FORM</u>	 45
 <u>APPENDIX C</u>	 <u>DRUG AND ALCOHOL POLICY</u>	 46

AGREEMENT

THIS AGREEMENT entered into this 1~~st~~st day of July, 2024, by and between the CITY OF PORTAGE, hereinafter referred to as the “Employer”, and LOCAL NO. 1467 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the PORTAGE FIREFIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the “Union”.

WITNESSETH:

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

ARTICLE I – RECOGNITION

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

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

Section 2: The bargaining unit consists of all full-time employees holding the rank of Firefighter, Lieutenant, Captain, Battalion Chief and excludes all others not specifically mentioned as it exists now or is changed in accordance with this agreement.

Section 3: The bargaining unit as identified in Article I, Section 2, shall be allowed to

hold/attend its meetings at fire station 12-1 if a list of dates/times is provided in advance to the Director of Public Safety or designee. The bargaining unit must disclose and request permission for anyone to attend a meeting that is not listed within the bargaining unit as defined by Article I, Section 2.

Section 4: The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 5.3: All members of the bargaining unit, may at their option, become or remain members of the Association.

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

- A. The Union shall have the right to elect or designate one (1) steward and one(1) alternate per platoon.
- B. The Union shall inform the Employer in writing as to who has been appointed or elected stewards for the bargaining unit.
- C. The Union shall be represented by a grievance committee, all members of which shall have completed their probationary period. The Union shall advise the City in writing of the names of the members of this committee.

~~D. The Union shall be allowed to hold its meetings at any fire station, provided permission is requested in advance from the Director of Public Safety or his designee. Such permission will not be unreasonably denied. It is agreed that grievance meetings (either Employee to Employee or Employee/Employer) will be considered Union meetings.~~

E.D. The union steward shall have the right to post Union notices and bulletins during regularly scheduled working hours.

F.E. Representatives of the International Union who wish to conduct business with an on- duty employee will be permitted to do so for a reasonable length of time provided that the conduct of such business does not interfere with the performance of such employee's work and provided permission is first obtained from the Director of Public Safety or his designee.

Section 54: Whenever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 65: For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's payroll department, the employer will deduct the appropriate amount of union dues from each pay check as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the Union. The Union

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

Section 76: Whenever the words are used in this Contract "Calendar Day" shall be defined as those days which are between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

ARTICLE II – MANAGEMENT RIGHTS

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

ARTICLE III – SENIORITY

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

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

Section 3: New employees assigned to firefighting duties shall complete the division's program for initial training prior to being counted as minimum staffing.
~~New employees assigned to firefighting duties shall be assigned to a 40-hour firefighting shift for~~

at least the first thirty (30) calendar days of employment, assigned to the Training Division to familiarize the employee with department policy, procedures and equipment. This assignment may be extended sixty (60) calendar days beyond the initial thirty (30) calendar

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

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

Section 5: An employee's seniority shall terminate:

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

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

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

ARTICLE IV – WAGES

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

Section 2: Members holding the rank of Firefighter who are chosen to “act up” through the promotional process for Lieutenant shall receive a 1% bonus based upon “base wages”. Said bonus shall be paid annually on the first full payroll in February, and will be based upon service as an “acting Lieutenant” in the previous year.

For the purpose of this CBA, “base wages” is defined as the salary stipulated within this CBA to be earned by the member at their respective classification and time in grade. No other benefits shall go into the calculation of the “base wages”.

The 1% bonus will be for service as a Acting Lieutenant for the duration of the year’s shift bid starting with the first new 28-day cycle in January. Should for any reason a firefighter selected to serve a Acting Lieutenant be removed or promoted, he/she will receive a pro-rated portion of the bonus for the period of time served in the current year as an “Acting Lieutenant”.

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

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

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

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

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

ARTICLE V – HOURS OF WORK

Section 1: Employees assigned to firefighting duties are assigned to shifts under a three (3) platoon system consisting of three shifts (A, B and C shifts). The normal hours of work for firefighting employees shall be a twenty-four (24) hour shift commencing at 7:00am and, arranged on an annual basis, shall consist of a fifty-four (54) hour week. In addition, if the Congress of the United States and/or the State of Michigan enacts a law or laws affecting the hours of work, the Employer has the right to set the hours in conformity thereto. Unless it is

necessary to lay off personnel as provided in Article III, Section 6, the number of personnel assigned to 54-hour schedules will not fall below 30.

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

~~B. Minimum daily staffing will be considered 7 employees. Anytime staffing drops below 7, overtime or compensatory time will be utilized to reach the daily minimum.~~

~~C. There will be a mandatory minimum of two officers on duty at all times. The only exception to this will be in the event that two "senior firefighters" with a minimum of four (4) years of experience are also on duty. In that event, the minimum number of officers on duty may drop to one. The position of Battalion Chief will always be filled either by a full time Battalion Chief or a Captain who is authorized to serve in the 'Acting' Battalion Chief role.~~

Section 2: Section 2: Minimum Staffing

A. Minimum daily staffing will be considered 7 bargaining unit employees. Anytime staffing drops below 7, overtime or compensatory time will be utilized to reach the daily minimum.

B. There shall be a Battalion Chief or Shift Captain on at all times. These positions cannot be backfilled with a Captain, Lieutenant or Acting Lieutenant. Management reserves the right to utilize Administrative Battalion Chiefs during business hours to backfill the Operations Battalion Chief at its' discretion. The remaining 2 officers can comprise of either Captains, Lieutenants or a Firefighter who has been appointed by the Director of Public Safety to serve as an Acting Lieutenant.

Section 3: Time Off

Outside of vacation pick conducted in December, time off allowances will be subject to the following restrictions:

A. Members wishing to put in for vacation or comp time off shall have the time off granted only if there are less than 2 members off on the day being requested.

B. If two personnel are off and a third member has put in to be off that day, the third member shall be told that they must wait until the day of the request at 6:00 a.m. to determine if any sick calls or division needs exist. If at 6:00 a.m., the Battalion Chief has not taken a sick call and the granting of time off would not reduce staffing below 8, the third member may be granted time off.

C. Only the Assistant Chief, Deputy Director or Director can authorize staffing to drop below 8 personnel on any given day. Exigent circumstances shall be considered when making the decision to drop below 8 personnel on-duty.

EXAMPLE: Firefighter A is the only firefighter that put in for June 1st off during vacation pick. After vacation pick but before June 1st, Firefighter B, C, and D put in various requests for time off in that order for June 1st. Firefighter B represents the second guaranteed time off slot and should have his time off

granted immediately. Firefighter C must wait until the day of (June 1st) to see if there are any sick calls before his time off can be granted). Firefighter D shall be instructed that his time off slip will remain in the system however it will be denied if Firefighter C does not rescind his/her time off slip and that Firefighter D should seek alternative options on that day.

D. Additional Parameters for Time Off:

- a. The Battalion Chief and Shift Captain (Acting Battalion Chief) may not be off at the same time.
- b. The City reserves the right to block time off to ensure adequate staffing, for instances involving training, potential severe weather events and other exigent circumstances which may arise based upon the needs of the division. In those situations, only time off that has already been approved up to two slots (three if done at vacation pick), will be approved.

Section 4: The Public Safety Director or his designee for the purpose of authorizing overtime payments, will be the determining authority of the necessity for overtime work. 54-hour overtime opportunity shall be first opened to 54-hour employees. Overtime under this section shall be paid at the 54-hour rate (i.e. annual salary divided by 2808, time and 1/2 rate).

A. Mandatory Overtime

- a. Both the city and the union acknowledge and agree that the Public Safety Director and/or designee has the right to assign mandatory overtime.
- b. Both the city and the union have agreed to assign mandatory overtime with the following stipulations:
 - i. That the Fire Division employees assigned to the 54-hour classification shall not be made to work more than 72 hours consecutively.
 - ii. That a Fire Division employee who works 72-hours consecutively must be allowed 24-hours rest before returning to work. This includes overtime (volunteer or mandatory, trade time, etc.).
 - iii. Both parties agree to waive b.1 and b.2 whenever a State of Emergency is declared that effects the City of Portage. This includes local, state and Federal emergency declarations.

B. Claim to PA 125

- a. The union agrees to waive any claim to PA 125 so long as the following stipulations are met:

- i. Once an employee is assigned to work mandatory overtime, regardless of the number of hours, that employee cannot be assigned to work mandatory overtime for the next 90 days (90-day rule) unless all other personnel have been assigned to work mandatory overtime.
- ii. The city shall first assign mandatory hours overtime to personnel who are on their 1-day off in between workdays.
- iii. If all employees that would be on their 1-day off have been assigned mandatory overtime, the Public Safety Director or designee will then go to the shift that would be on their 4-days off and order the firefighter who is at the top of the mandatory list.
- iv. Both parties agree that every effort should be made to split the mandatory overtime shift between two employees when feasible.

C. Requirement to Maintain a Telephone

- a. All union members shall be required to maintain a working cell phone number to be kept on file with the Assistant Fire Chief.
- b. If an employee does not own a cell phone, they shall submit a memo to the Assistant Fire Chief indicating as such and provide a landline number where they can be reached.
- c. Changes to contact information shall be provided to the Assistant Fire Chief within 24-hours of making the change.

D. Mandatory Overtime Assignment Process

- a. In the event that mandatory overtime must be assigned, the Shift Commander shall call the appropriate members' cell phone/landline.
- b. If no answer, a voicemail shall be left for the employee notifying them of the mandatory assignment – the employee shall be required to return the phone call to the Shift Commander as soon as reasonably possible. If the assigned employee does not return the phone call within 30-minutes of the voicemail being left, the Battalion Chief shall ask the employee the reasoning for the delayed response. The Battalion Chief shall note the reason in Guardian Tracking for further review by the Assistant Fire Chief.
- c. Failure to return the voicemail could result in disciplinary action.

Section 53: All scheduled time worked in excess of the regularly scheduled work week will be paid at time and one half of the employee's then-current regular hourly rate of pay (i.e. annual

salary divided by 2808, time and 1/2 rate).

An employee who responds to an Emergency Recall will be paid a minimum of ~~three (3) two (2)~~ hours. This does not apply when an employee fills in for another employee's scheduled hours. When an employee responds to an emergency recall and it is ~~three (3) hour two (2) hours~~ or less before the start of the employee's regularly scheduled shift start time, the employee will be paid for only the time worked at the overtime rate (time and 1/2 the regular hourly rate) up until the start of his shift

Section 64: Firefighters will have the option to use 'Compensatory Time' in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Firefighters will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For approved elective training, firefighters will be compensated with compensatory time unless arranged otherwise with Fire ~~Department~~Division Administration.

- ~~□ Compensatory time will be used within a 6-month period from the time worked. Any unused compensatory time will be paid out after 6 months at the overtime rate of time and 1/2.~~
- Bargaining Unit members may accrue up to ~~120~~240 hours of compensatory time (i.e., ~~160~~ hours of time worked) at any one time.
- Any compensatory time off accrued over the maximum of one hundred twenty hours will be automatically paid out in the next pay period at the straight time rate of pay.
- Total accrued balances of compensatory time off (not to exceed 120 hours) will be paid at straight time rate of pay in the following circumstances:
 - Termination or resignation.
 - Retirement.
 - To the beneficiary, designated by the employee on the beneficiary form furnished by the city, in the event of death.
 - Upon written request to the Director of Public Safety and paid on and as a part of the normal paycheck issued on the next regularly scheduled payroll.
- Use of compensatory time will be handled in the same manner as vacation whereas time can only be used if the number of firefighters off does not exceed daily requirements.

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

Section 75: When it is necessary for an employee to serve as a Firefighter witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked his regularly scheduled shift during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used. An employee will be paid a minimum of ~~two (2)~~three (3) hours.

Section 86: The City shall conduct employee shift bidding every two years, ~~starting in 2020.~~
The following process will be followed:

- A. The last Wednesday of October, shift bids for 54-hour assignments will be conducted at 7:30am, at Fire Station 1. An employee can submit their request in person, over the phone or in advance by writing.
- B. Shift bids will be conducted in accordance to seniority by position, starting with Battalion Chiefs, then Shift Captains, Captains, Lieutenant, Acting Lieutenant, followed by Firefighters.
- C. Employees will select both shift and station assignments.

D. Station Assignments:

- 1. One Shift Captain will be assigned to each shift and will be assigned to Station 1, unless the Director of Public Safety deems it necessary to assign the captain to another station.
- 2. Firefighters designated to serve as Acting Lieutenants will be required be equally distributed amongst the three shifts.
- 3. Specialty assignments may be linked to each station and employees shall bid knowing they may be required to assist with specialty assignments.
- ~~D. —pecialty assignments may be linked to each station and employees shall bid knowing they may be required to assist with specialty assignments should they be assigned at that station.~~

E. Shift assignments will start with the first new 28-day cycle in January of the following year.

F. The city agrees that no later than 14 days prior to shift bidding, the Director

of Public Safety or designee will notify the union board of any shifts or stations that are being “blocked” out to facilitate the needs of the fire division.

E.G. The city will provide a list of the specialty assignments associated with each station, at the time of the shift bid, with the understanding that the specialty assignments assigned to a station, may change, be removed, or specialty assignments may be added at the discretion of management at any time, including between shift bids.

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

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

Section 97: The City of Portage will consider temporary light duty work assignments for all employees who incur a work-related injury or illness and have been placed on restrictions by a treating physician. The City will continue to comply with the Family Medical Leave Act in this regard. While on light duty assignment, the employee will work a forty (40) hour work schedule, working a schedule agreed upon by the Assistant Fire Chief and the employee within normal business hours.-

Non-occupational injuries/illnesses:

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

ARTICLE VI – HOLIDAYS

Section 1: The approved holidays will be defined by the city and sent to the union on an annual basis.

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

ARTICLE VII – VACATIONS

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

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

months of continuous service and shall be arranged for in accordance with the procedure set forth in this Agreement.

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

Section 2: Employees shall select their paid vacation and 54-hour days on the following basis:

- A. Once an employee's vacation time is set, it may not be cancelled by the City because of an absence of another employee due to illness or injury.
- B. The selection shall take place on the first Tuesday and Wednesday of December, beginning at 7:30 am on each of the days. Employees shall choose vacation and 54-hour days on the basis of division seniority.
- C. During Vacation Pick, 54-hour days will be chosen first. Once all 54-hour days have been selected, vacation selection will commence.
- D. The following parameters will be followed in selecting 54-hour days and vacation days:
 - 1. The City agrees to grant up to 3 members off (54-hour Day and/or Vacation) at shift bid only. All other time off (comp or vacation) requested outside of a members assigned vacation pick day shall be subject to the requirements of Article V, Section 3.
 - 2. Only 2 command officers can choose the same day off.
 - 3. A Battalion Chief or Shift Captain must be on at all times and cannot choose the same day off.

Employees shall select their paid vacation on the following basis:

A. ~~Once an employee's vacation time is set, it may not be cancelled by the City because of an absence of another employee due to illness or injury.~~

B. ~~The selection shall take place on the first Tuesday and Wednesday of December, beginning at 7:30am on each such days. Vacation selection shall be on the basis of Department seniority. An employee may select any number of his days during each selection, provided that his selected days are consecutive days. After any pick, he shall not pick again until everyone else has made a selection.~~

Section 3: ~~An employee who quits, retires, dies or is discharged will be paid out the amount of vacation accrued at the date of separation. If an employee, who is otherwise eligible for vacation with pay, quits, retires, dies, or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as for such anniversary date.~~

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

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

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

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

ARTICLE VIII – SICK LEAVE, ~~SHORT-TERM DISABILITY AND~~ LONG-TERM DISABILITY-~~TERM DISABILITY~~

Section 1: Upon ratification, the Employer shall provide, at its sole expense, a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of ~~two-thirds~~ (2/3)sixty seven percent (67%) of the employee's base salary (calculated as of the time of the disability), with such disability payments commencing not later than eighteen (18) weeks after the date of a non-duty illness or injury. Said policy shall further provide that the provisions for ~~two-thirds (2/3)~~Sixty seven percent (67%) of income, as set forth above, shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time for additional payment.

Section 2: Employer shall provide, at its sole expense, a short-term disability benefit for all full-time employees covered hereunder with a third-party insurance carrier authorized to do business in the State of Michigan for non-occupational illnesses or injuries only. Such policy shall provide payment of sixty seven percent (67%) of the employee's salary (calculated at the time of disability), with such payments commencing after a seven (7) day exclusion period after the approval of the disability by the carrier. It is further agreed that upon commencement of payments under the short-term disability policy, employees will be required to use paid time-off to supplement their pay to their regular gross earnings. Taxes will be withheld from short-term disability payments pursuant to IRS guidelines. The implementation of the short-term disability

benefit is not intended to exclude employees with non-work-related injuries or illnesses from taking on light-duty assignments when such opportunities are available.

Section 32: Upon completion of six (6) months of continuous employment, regular full-time shift employees will be credited with 72 hours of sick leave. Employees ~~hired prior to July 1, 2012~~ will accumulate paid sick leave credits on the basis of twelve (12) hours per month up to a maximum of ~~six hundred (600) hours, one thousand four hundred (1,400) hours. Beginning with the seventh (7th) month of continuous employment, employees hired on or after July 1, 2012 will accumulate paid sick leave credits on the basis of nine (9) hours per month up to a maximum of one thousand four hundred (1,400) hours~~

Section 43: Sick bank limits will be reduced from 1400 hours to 600 hours. Current sick leave balances will be paid out directly to the employee down to the new cap of 600 hours at 75 percent of the association members' current hourly rate at the time of payout.

(a) Payment of coverages will take place over two years

(b) Payments will occur on the first pay period following the implementation of the Short-term disability and the first pay period in July of 2024.

(c) If an employee leaves before the second payout of their sick hours over 600, provided they meet the eligibility requirements under the existing contract, they will receive 50% of their remaining sick leave balance at 100% of their current hourly rate, at the time of departure. If an employee dies in the line of duty prior to the second payout, the spouse or beneficiary will receive 75% of the employee's base salary of the accumulated hours between 600 and 900 hours.

Section 5: Attendance bonus: Association members using 2 qualifying sick occurrences or less in a year will receive an attendance bonus equal to five (percent) of their current annual base salary as a retention incentive to the City's qualified Defined Contribution Plan, Money Purchase Plan.

(a) Employees who leave prior to the annual attendance bonus that is awarded in the first July payroll of each year, provided they have two or fewer sick occurrences, will have the incentive bonus amount pro-rated from July 1 to their separation date. Their bonus will be 5% of their base salary, pro-rated on a monthly basis by the number of months from July 1 to separation. The attendance bonus will be contributed to the City's qualified Defined Contribution plan (401a).

(b) The attendance bonus payment will occur on the first payroll in July each year and be calculated from July 1st to June 30th each year thereafter.

(c) Qualifying Absence (sick) Occurrence:

An occurrence can be a period of time less than a full scheduled workday, a single day, or a period of consecutive days. An occurrence begins when an employee does not report for duty due to illness and ends when he/she returns to work. Doctor's/Dentist's appointments are not occurrences. FMLA events are not used in counting absences.

Example 1: Employee 1 calls in sick on Friday. Employee 1 is not scheduled to work Saturday or Sunday but is still ill on Monday and cannot work. Employee 1 returns to work on Tuesday. This is one qualifying sick occurrence.

Example 2: Employee 2 calls in sick on Monday and then returns to work on Tuesday. Employee 2 then calls in sick again on Friday. These are two qualifying sick occurrences.

Exemptions:

Doctors Appointments (including mental health services)
Dentist's Appointments
Funeral Leave
Military Leave
Family Member Illness (with a doctor's note)
Family Hospitalizations
FMLA
Jury Duty
Sick call with a doctor's note

Section 6: In order to qualify for sick leave payments, the employee must report to the Public Safety Director or his designee one (1) hour before his normal starting time on the first day of

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

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

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

Section 74: Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

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

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

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

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

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

Section 85: Whenever sick leave payments are made under this article, the amount of such payments shall be deducted from the employee’s accumulated unused bank of paid sick leave credits.

Section 96: When an employee has used all of his accumulated sick leave and accrued vacation time and continues to remain on the sick list, and payments are not yet due under the long-term disability policy, other employees, with the prior approval of the Public Safety Director or his designee, may voluntarily work in such employee’s place without compensation and without charging the Employer for the time.

Section 107: When an employee ~~hired prior to July 1, 2012~~ meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for only the first ~~one thousand two hundred (1,200) hours~~ six hundred sick leave accumulated at the time he ceases to be an employee. ~~When an employee hired on or after July 1, 2012 meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for up to one thousand (1,000) hours of sick leave accumulated at the time he ceases to be an employee:~~

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

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

ARTICLE IX – LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

Section 7: Paternity/Maternity leave: The first 72 hours following the birth, placement or adoption of a child will be paid for by the city. After the first 72 hours of time, they can use accrued time-off. This will not change their eligibility for Family Medical Leave.

ARTICLE X – INSURANCE

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

pay the remainder of the premium through payroll deduction. Family continuation coverage will

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

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

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

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

□ July 1, 2024	\$217,000
□ July 1, 2025	\$217,000
□ July 1, 2026	\$224,000
□ July 1, 2023	\$200,000

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

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

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

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

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

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

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ARTICLE XI – LONGEVITY PAY

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

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

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

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

ARTICLE XII – PENSION/RETIREMENT

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

~~Effective July 1, 2020, m~~Members of the bargaining unit whom were hired after July 1, 2012, the Employer contribution to the Money Purchase Plan shall be ~~fourteen (14%) percent, ten (10%) percent. The Employer agrees to contribute an additional two (2%) percent to the ICMA/457 Plan as long as the member matches this with their own two (2%) percent contribution.~~

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

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

ARTICLE XIII – PHYSICAL FITNESS

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

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

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

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

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

A. The City will continue to conduct physicals under the existing agreement with BioCare for the remaining two years of that contract. Should NFPA 1582 be implemented before this time, the city will comply with the new requirements once they become effective.

The City supports NFPA 1582 and the physical well-being of all employees, but specific to this matter firefighters. A review of the language change recommended by the Union as well as a review of NFPA 1582, as well as documents put out by the International Association of Fire Fighters (IAFF), the City is proposing a complete revamping of ARTICLE XIII, Section 4 to wit:

- The first paragraph would remain intact and stay labeled Section 4.
- The part of Section 4 starting with 4A on page 25 of the current CBA and continuing through 4C on page 26 would be re-written and labeled as Section 5 below.

Section 5: Annual Physicals and Wellness Program: The duties of a firefighter are physically demanding. Research has established that annual physicals and wellness programs substantially decrease the possibility of a firefighter injury or death. The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their personal physical condition. All members of the bargaining unit will participate in the division's occupational wellness program, consisting of an annual medical physical examination and a personal fitness program as outlined below:

A. Annual Physicals

1. The City and the Association agree that it is in the best interest of all members to closely follow the guidance provided by NFPA 1582 as it relates to annual physical requirements.
2. The City agrees to identify a Fire Division Physician of their choosing and provide them with the NFPA 1582 List of Essential Job Tasks. The results of the annual physical exam will be used by the Fire Division Physician to decide that members are fit to perform the functions of firefighter. The Fire Division Physician, shall in their evaluation provide the following documents to the City of Portage:
 - a. Report of Annual Respiratory Clearance
 - b. Physician's Annual Statement of Work Status
3. The Fire Division Physician will be responsible for determining the medical qualification status of the member in accordance with the following:
 - a. *No Restriction:* The are no essential job tasks that the individual cannot safely and effectively perform.
 - b. *Temporary Restriction:* There are specific essential job tasks that the individual cannot safely and effectively perform due to a medical condition that the fire division physician considers to be temporary, the member to return for re-evaluation after treatment of the members medical condition that prevent them from performing the essential job tasks.
 - c. *Permanent Restriction:* There are specific essential job tasks that the individual cannot safely and effectively perform due to a permanent or long-term medical condition.

Removal of an individual from permanent or temporary restriction status shall be approved by the fire division physician. The fire division physician will not make recommendations regarding the individuals employment in the Fire Division.

4. The City of Portage will not have access to the medical information contained within each members annual physical without specific written consent of the employee, however if the condition should trigger a workers compensation claim, approved or unapproved, the City shall be afforded the employees information as allowed under the workers compensation statute.
5. The City of Portage agrees to pay for all costs associated with the annual physical examination, however, follow-up testing and treatment for any conditions found as a result of this examination will be the responsibility of the employee unless covered under the workers compensation statute.

B. Tests covered under the annual physicals: The City and the Association agree that the following items will be covered as part of the annual physicals:

1. Annual Tests to be Performed:

- Physical Examination to include but not limited to: Vital Signs, head, eyes, ears, nose, throat, neck, cardiovascular, pulmonary, breast, gastrointestinal, hernia, lymph nodes, neurological, musculoskeletal, skin, and vision.
- Blood Tests to include:
 - CBC w/ differential, RBC indices and morphology, and platelet count.
 - Electrolytes (Na, K, HCO₃, CO₂)
 - Renal Function (BUN, Creatinine)
 - Glucose
 - Liver Function Tests (ALT, AST, bilirubin, alkaline phosphatase)
 - Total Cholesterol, HDL, LDL, Lipid ratios, and triglycerides
 - Thyroid (TSH) test

NOTE: conducted annually if member is 40 and older, otherwise every three years

- Urinalysis
- Audiology – assessed at the following frequencies: 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz.
- TB Screening – Can be skin or blood
- Pulmonary Function Testing (PFT) or Spirometry.
- Cardiac Stress Testing
- ECG/EKG 12 lead – Will be conducted annually only for members 40 years of age and older or if clinically indicated and requested by the Fire Division Physician or designee.

2. Other Tests – Required Timelines

- Chest X-Rays – Baseline shall be established upon hire, then completed only when medically indicated as determined by the fire division physician.
- Colon Cancer Screening – Recommended annually starting at age 40. Required annually at age 45 or earlier if clinically indicated and requested by the Fire Division Physician.
- Prostate Cancer – PSA blood testing will begin at age 50 and will take place annually thereafter.
- Ultrasound Testing* as follows:
 - Echocardiogram (heart ultrasound) – done at age 40/repeated every 10 years
 - Aorta and Aortic Ultrasounds – 1x only age 50
 - Abdominal Ultrasounds – Every 5 years beginning at Age 40

*NOTE: Ultrasound testing is not required under NFPA 1582. The above testing is offered by the City of Portage as a benefit to the employee.

3. HazMat Screening – Baselines for heavy metals will be drawn at first physical after being accepted onto the Kalamazoo County HazMat Team. Follow-up testing shall be conducted every 5 years thereafter.

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

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

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

~~B. The medical physical examination will be completed annually. Any additional cost, including the employee's deductible, of this medical physical examination (the standard annual physical exam, not follow-up tests and treatment) that is not covered by the employee's health insurance will be paid by the City of Portage. Results of the medical physical examination will be provided to the employee. Following the completion of the medical physical examination, a letter will be provided to the City stating that the employee has completed his annual medical physical examination.~~

~~C. The medical physical examination will include at least the following;~~

- ~~1. Completion of a comprehensive medical history of the employee.~~
- ~~2. Physical exam of the head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.~~
- ~~3. Vision screening~~
- ~~4. Audio screening (sound booth or whisper test)~~

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

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

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

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

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

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

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

ARTICLE XIV – PROMOTIONS

Section 1: The City and Local agree to the following:

- The current command structure of 3 Battalion Chiefs and 9 Captains will be altered to the following: Battalion Chiefs (3), Shift Captain (3), Captain/Lieutenant (6).
- Once the CBA is ratified by both parties, the City will run a promotional process for all then current Captains who are interested in promoting to the rank of Shift Captain. That process will follow the Captains promotional process listed in Article XIV of this CBA.
- Those Captains that elect to NOT participate in the promotional process for Shift Captain shall have until July 31st, or 30 days after City Council approval of this agreement (whichever is earliest) to make the following decision:
 - Option 1 - Choose to remain at the Captain's rank and receive a pay rate of 7% above Firefighter (Step F) of the newly negotiated pay scale, or

- Option 2 - Elect to assume the rank and pay scale of Lieutenant (6% above Step F of the Firefighter pay scale) voluntarily and receive a one-time lump-sum bonus of \$5,000
- Shift Captain: Any existing Captain who chooses to compete for the rank of Shift Captain and is not promoted to that rank will be allowed to choose between Option 1 and Option 2 above, so long as they choose that option within 30 days of the Shift Captain promotions taking effect.
- The City agrees to develop a job description for the new Lieutenants classification that is subordinate to Captains, Shift Captains, and the Battalion Chiefs. The current Captain Job Description will be edited to reflect the difference between Captain and Shift Captains.
- Both parties agree that any future Captain vacancies shall be replaced by the rank of Lieutenant. Once this fully occurs, Shift Captains will be renamed to "Captain" and the 7% pay scale for Captains will be eliminated so that the new pay scale is the following:
 - Lieutenants: 6% above top firefighter base wage
 - Captains: 9% above top firefighter base wage

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

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

Section 2: Establishment of Shift Captain classification (Acting Battalion Chief)

- A. After the ratification of this agreement, the City will conduct a promotional process as outlined in Article XIV, Section 5, to identify which Captains will be promoted to the rank of Shift Captain to serve as Acting Battalion Chief in the absence of the Battalion Chief.
- B. All former Captains under the old CBA are eligible to compete in the promotional process for the three "new" Shift Captain positions.
- C. If less than three (3) members eligible to promote apply to test for promotion or if less than three members pass the promotional process for Battalion Chief the Director may choose to do either of the following::
 - 1. The Director may appoint any of the current eligible members to serve as Shift Captain for a period of not less than 1 year, or....
 - 2. Elect to open up the process to external candidates.
- D. Once selected, only those Captains which passed the promotional process and were selected to become Shift Captains will be considered qualified to be compete for future Battalion Chief positions.
- E. Once the three Captains positions have been established upon ratification of this agreement, the Captain promotional process will only be conducted when there is an anticipated opening within the Shift Captain rank classification as determined by the Director of Public Safety.

Commented [JV1]: Should this say "Both" instead of Shift Captain

Commented [JV2]: Language on 1582 physicals is accurate however, I believe that we landed on the agreement that we would continue to operate under the current contract with BioCare and then switch to the 1582 language in year 3

Commented [CE3R2]: Correct

Section 3: Establishment of Acting Lieutenant (Firefighter Classification)

- A. Beginning in July of each year, the City will conduct a promotional process as outlined in this Article to identify which firefighters will be assigned Acting Lieutenant roles and eligible for the 1% bonus.
- B. The City agrees to pay up to nine (9) firefighters a 1% bonus if all participate in and pass the promotional process.
1. If presented with more than nine members who passed, the Director at his discretion will choose nine members who will serve in the role of Acting Lieutenant and will receive the 1% bonus.
 2. For the purposes of establishing firefighters who are qualified to “act up” as lieutenants, if less than 6 personnel pass the promotional process, the Director at his discretion can appoint firefighters to serve in the role of Acting Lieutenant for the upcoming year. Those individuals who are appointed by the Director will be eligible for the 1% bonus pay.
 3. The Director will choose a minimum of 3 and maximum of 9 members who qualify to act as Acting Lieutenants from those that have passed the below promotional process. Those members chosen will receive a 1% bonus on their base salary to serve in an Acting Lieutenants role when necessary. The union acknowledges that those individuals can be evenly dispersed amongst all three shifts in order to fulfill the division’s needs.
 4. Only those firefighters who participate in the promotional process each year will be eligible for promotion should a vacancy occur in the Lieutenants classification through June 30th of the following year or until such a time that a new promotional process is initiated, whichever is later.

Section 4: Battalion Chief Promotional Process

- A. When it is determined that there will be a projected opening for the position of Battalion Chief, a communication will be sent out to notify all Shift Captains of the opportunity. Employees who meet the criteria must submit a letter of interest to be considered for the position.
- B. In order to qualify for promotion to the rank of Battalion Chief, a member must possess the following:
1. Be a Captain within the division that has been designated as eligible to be an Acting Battalion Chief for at least 6 months
 2. Must possess Fire Officer III
 3. Must have an Associates Degree/ Preferred Bachelors Degree
 4. Must possess ICS 100, 200, 700, 800 and 300, Preferred ICS 400
- C. The Promotional Process for Battalion Chief shall consist of the following:

1. Interview conducted by the Director of Public Safety, the Deputy Director of Public Safety, the Assistant Fire Chief and a Human Resource representative.
2. Upon completion of the final interviews, with input from the other panel members, the Director of Public Safety will identify which of the Shift Captain's passed their interview and will select a Shift Captain to be promoted to the rank of Battalion Chief.
3. If the Director has determined that none of the captains passed their respective interview, the Director has the discretion to seek external candidates to fill the vacancy of Battalion Chief. If the Director seeks external candidates, they must meet the criteria set forth in Section 4B, 2 thru 4.

Section 5: The Promotional Process for Captain shall consist of the following:

- A. When it is determined that there will be a projected opening for the position of Shift Captain, a communication will be sent out to notify all employees of the opportunity. Employees who meet the criteria below must submit a letter of interest to be considered for the position.
- B. In order to compete for promotion to the rank of Captain, a member must possess the following:
 1. Be Captain for a period of 6 months or a Lieutenant within Portage FD for a period of not less than 12 months
 2. Must possess Fire Officer II
 3. Associates Degree is Preferred
 4. Must possess ICS 100, 200, 700, 800, and ICS 300 is preferred
- C. In-basket exercise. The member must obtain a passing score of 75% on the in-basket exercise to move on to the next phase in the process, which is the first interview panel.
- D. If at any point during the process there exists less than 3 internal candidates, the Director may choose any of the following options:
 1. Proceed with the process with less than three internal candidates.
 2. Open the position up to external candidates If the Director seeks external candidates, they must meet the criteria set forth in Section 5B, 2 thru 4.
- E. The first interview will consist of a panel comprised of the following individuals:
 1. Three (3) Battalion Chiefs
 2. Assistant Fire Chief
 3. An outside representative holding the rank equal to or greater than Captain within the fire discipline as chosen by the Director of Public Safety in consultation with the Union.
 4. Human Resources (monitor only)

Members must pass the first interview in order to move on in the process. Passing of this phase consists of 3 of 5 of the panel members voting to move the member forward to the next stage in the process.

- F. The Final Interview Panel will consist of the Director of Public Safety, the Deputy Director of Public Safety and a member of Human Resources. At the conclusion of the interview, the Director, based upon input from the Deputy Director and Human Resources will establish a list of qualified applicants to be promoted to the rank of Shift Captain (Captain upon full implementation of Lieutenant's rank). The Director may choose from any qualified member on the list to fill a vacancy within the Shift Captain (Captain upon full implementation of Lieutenant's rank) classification.

Section 6: Promotional Process for Lieutenant shall consist of the following:

- A. No later than July 15th each year, the Director of Public Safety in coordination with the Human Resource Director shall initiate a Lieutenants Promotional Process. Employees who meet the criteria below must submit a letter of interest to be considered for the position.

- B. In order to compete for promotion to the rank of Lieutenant, a member must possess the following:

1. Be a Firefighter within Portage FD off probation
2. Must possess Fire Officer I
3. Associates Degree Preferred
4. Must possess ICS 100, 200, 700, 800.

- C. All applicants wishing to be considered for promotion to the rank of Lieutenant will be required to take a written test designed to test the member's understanding of policy and procedure. A member will only need to take the test if they have not previously passed the written test with a score of 80% or greater. All applicants that have received a passing score will move on to the first round of interviews as prescribed below. The test shall be produced by a third party chosen by the Human Resource Department in consultation with the Director of Public Safety.

- D. The first interview will consist of a panel comprised of the following individuals:

1. Three (3) Battalion Chiefs
2. Assistant Fire Chief
3. An outside representative holding the rank equal to or greater than Lieutenant within the fire discipline as chosen by the Director of Public Safety in consultation with the Union.
4. Human Resources (monitor only)

Members must pass the first interview in order to move on in the process. Passing consists of 3 of 5 of the panel members voting to move the member to the next stage in the process.

E. The Final Interview Panel will consist of the Director of Public Safety, the Deputy Director of Public Safety and a member of Human Resources. At the conclusion of the interview, the Director based upon input from the Deputy Director and Human Resources Director will establish a list of qualified applicants to be promoted to the rank of Lieutenant. The Director may choose from any qualified member on the list to fill a vacancy within the Lieutenant's classification.

F. If at any point during the promotional process there exists less than 3 internal candidates, the Director may choose any of the following options:

1. Proceed with the process with less than three internal candidates.

Open the position up to external candidates so long as they possess Fire Officer I and ICS 100,200,700 and 800.

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

Captain

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

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

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

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

First Interview

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

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

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

Final Interview

~~The final interview will be conducted by the;~~

- ~~□—Director of Public Safety~~
- ~~□—Senior Deputy Fire Chief~~
- ~~□—Human Resource~~

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

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

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

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

ARTICLE XV – CONTINUING EDUCATION

Section 1:

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

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

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

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

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

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

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

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

ARTICLE XVI – GENERAL

Section 1: TRADE TIME

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

Trades of time must meet the following standards:

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

Section 2: Trade Time Rank Restrictions

Trade Time will be limited to the extent that members may only trade time with another member who is qualified to do the job of the person they are working for. Therefore:

- Battalion Chief’s - may only trade time with other Battalion Chiefs and Shift Captains
- Shift Captains may only trade time with other Shift Captains and with Captains in situations where the Battalion Chief is on-duty and it does not violate the requirement for either the Battalion Chief or Shift Captain to be on-duty
- Captains: May trade time with other Captains or with Shift Captains so long as the Battalion Chief is scheduled to work.
- Lieutenants: May trade time with other Lieutenants or Firefighters chosen to be Acting Lieutenants.
- Firefighters: May only trade time with other Firefighters.

The parties agree that the above rules for trade time can be deviated from between the hours of 0500 and 0900, provided that the minimum command requirements have been met for shift staffing as stipulated

by Article V, Section 2 of this agreement.

NOTE: In exigent circumstances, the Assistant Fire Chief may authorize trade time outside of the above parameters but only in circumstances where all other efforts have been exhausted in the employees attempt to get time off.

Section 32: REVIEW of PERSONNEL FILE

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

Section 43: SAVINGS CLAUSE

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

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

Section 54: COLLECTIVE BARGAINING RECOGNITION

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

Section 65: LEGAL WORK RIGHT

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

Section 76: WORK UNIFORM INCLUDING PPE

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

- A. The initial dress uniform:-City will purchase the following items – uniform:
- New Hires:
 - One (1) Set of Turnout Gear – includes: Coat, Pants, Helmet, Boots, Gloves
 - One (1) S/S Class B Shirt (AKA Badge Shirt)
 - One (1) L/S Class B Shirt (AKA Badge Shirt)
 - One (1) Dress Uniform – includes: Suit Jacket, Shirt,

Trousers, and Cap

- Three (3) Polo Shirts
- Three (3) Tac-lite/EMS Style pants – 5.11
- One (1) Belt
- Three (3) T-shirts
- One (1) Pullover (AKA Job Shirt) – 5.11
- One (1) Winter Jacket
- One (1) Set of Sheets, Pillowcase, and Towel
- One (1) Winter Cap
- One (1) Ball Cap
- One (1) pair of Boots
- One (1) Hood
- Annually, in July, the city will exchange – (old for new) – any issued items of uniform that have been determined to need replacing.
- In the event a member's uniform is damaged during work, that item will be replaced as soon as practical at no cost to the member.

B. Daily Work Uniform consists of:

- T-shirt or Polo shirt
- Tac-lite/EMS style pants
- Pullover (AKA Job Shirt)
- Pair of approved boots
- Belt
- Members shall be permitted to purchase and wear crew sweatshirts as part of their daily work uniform in accordance with policy. (After 5pm Monday through Saturday and all-day Sunday.
- A Badge or Polo Style Shirt may be required to be worn when attending special functions, ceremonies, or events as deemed by the Director or his designee. It is acknowledged that badge shirts are not intended to be utilized as an everyday work shirt.

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

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

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

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

~~The daily work uniform will be comprised of the following;~~

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

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

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

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

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

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

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

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

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

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

No full PPE training will take place when the temperature is 90 degrees Fahrenheit or higher. Employees can have their most recently retired PPE (turnout coat and bunker pants) when it is rotated out of service. Employees will sign a liability waiver with the City and have all references to "Portage" removed from the PPE.

Section 87: SECTION WORK ASSIGNMENTS

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

A. SCBA Technicians - \$400

B. Car Seat Technicians - \$400 (unless Employer decides all employees will become Car Seat Technicians)

C. TRT Team - \$400 (on 5th District TRT Team)

D. Hazmat Team - \$400 (on Kalamazoo County Hazmat Team)

E. Fire Investigators - \$400 (on Kalamazoo County Fire Investigation Team)

F. Fire Inspectors - \$400

F.G. Apparatus Section Head - \$400

Employees are to be compensated for each section's work they are performing.

If an employee is being paid for section work, they must give the Director, Deputy Director, and/or Assistant Chief six months' notice to stop section work.

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

Section 98: TATTOOS

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

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

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

Section 109: FOOD ALLOWANCE

Each employee assigned to a 54-hour shift will receive an annual food allowance of one thousand one hundred (\$1100) dollars which will be paid in one lump sum in compensation paid on the first regular payroll after June 1. This will be prorated for employees who have been employed for less than one (1) year. Upon termination, an employee will receive a pro-rata share of the

food allowance to which he would be entitled on the following June 1. Said food allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).

Section 110: MFR / EMT

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

Section 124: AUDIO RECORDING

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

Section 13: Residency

Members hired after July 1, 2024, shall be permitted to live anywhere outside of the City of Portage so long as said member(s) resides in Kalamazoo County or within any of the counties that directly border Kalamazoo County.

Section 14: Policy Implementation

Prior to the implementation of any change to SOGS, or rules of regulations, the City agrees to allow for the Battalion Chiefs to review with their shifts and provide feedback within 5 calendar days.

Section 15: Phone Stipends

Employees serving in the Battalion Chief positions of Training Officer and Deputy Fire Marshal will be eligible to receive a forty dollars (\$40) per month.

Section 16: Temporary Assignments

Temporary 40-hour assignments less than 30 days will not affect fringe benefits.

ARTICLE XVII – GRIEVANCE PROCEDURE

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

FIRST STEP: An employee who believes he has a grievance must submit his complaint to the Senior Deputy Fire Chief of Operations in charge of operations within seven (7) calendar days

after he has knowledge or when he becomes aware of the event upon which the complaint is based. Oral submission by the Union is acceptable and will be followed up in writing. The Senior Deputy Fire Chief of Operations shall give the employee a verbal answer within five (5) calendar days after the complaint has been submitted to him. This will also be followed up in writing.

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

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

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

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

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

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

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

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

ARTICLE XVIII – SUSPENSION AND DISMISSAL CASES

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

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

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

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

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

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

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

ARTICLE XIX – 40-HOUR POSITION

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

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

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

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

Section 5: Food allowance for the position of 40-Hour ~~firefighter employee~~ will be ~~three~~ hundred (\$~~400~~~~300~~) dollars.

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

Section 67: Vacation time off is scheduled for the 40-Hour ~~firefighter position employee~~ will be scheduled with the Assistant Chief – Fire Operations or his designee.

Section 78: For the position of a 40-Hour ~~employee firefighter~~, the ~~following dates shall be recognized as 'paid-off' holidays:~~ holidays will be as designated by the City.

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

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

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

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

Section 8: Firefighters will have the option to use 'Compensatory Time' in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Firefighters will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For approved elective training, firefighters will be compensated with compensatory time unless arranged otherwise with Fire Division Administration.

- ☐ Bargaining Unit members may accrue up to 120 hours of compensatory time (i.e., hours of time worked) at any one time.
- ☐ Any compensatory time off accrued over the maximum of one hundred twenty hours will be automatically paid out in the next pay period at the straight time rate of pay.
- ☐ Total accrued balances of compensatory time off (not to exceed 120 hours) will be paid at straight time rate of pay in the following circumstances:
 - Termination or resignation.
 - Retirement.
 - To the beneficiary, designated by the employee on the beneficiary form furnished by the city, in the event of death.
 - Upon written request to the Director of Public Safety and paid on and as a part of the normal paycheck issued on the next regularly scheduled payroll.
- ☐ Use of compensatory time will be handled in the same manner as vacation whereas time can only be used if the number of firefighters off does not exceed daily requirements.

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

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

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

~~Section 911:~~ The 40-Hour ~~firefighter employee~~ position shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date. Those hours may be accumulated to a maximum of ~~1,200 hours~~ 600 hours.

~~Section 1012:~~ Vacation time for the position of 40-Hour ~~employee~~ firefighter will be as follows; once the employee has completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

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

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

Section 1143: The following ‘Articles’ and/or ‘Sections’ apply to the 40-Hour ~~firefighter~~ positions.

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

ARTICLE XX – DURATION

THIS AGREEMENT shall become effective as of the 1st day of July, 202~~40~~⁴, with all financial terms retro to July 1st, 202~~40~~⁴ and shall remain in full force and effect until 12:01am the 1st day of July, 202~~74~~⁴. ~~Financial terms will be reviewed with the possibility of reopening this agreement for those terms only in July, 2022. This agreement becomes year-to-year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.~~

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

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

LOCAL NO. 1467 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

~~Chip Everett~~James R. Snowden,
President, Local 1467

,
Mayor

~~Andy Toepfer~~
Vice President, Local 1467

City Clerk

~~Kevin Hawkey~~
Secretary, Local 1467

Aaron Chase
Treasurer, Local 1467

APPENDIX A
Effective July 1,
2024

Bargaining Unit Wage Scale

Rank	Starting	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	\$48,384	\$50,803	\$53,343	\$56,010	\$58,810	\$61,750
Captain	\$72,832	\$74,288	\$75,773	\$77,288	\$78,833	
Batt Chief	\$80,867	\$82,484				

<u>2024</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Battalion Chief	\$90,555.92	-	-	-	-	-
Fire Capt. Acting	\$88,130.32	-	-	-	-	-
Fire Capt	\$86,513.25	-	-	-	-	-
Fire LT	\$85,704.71	-	-	-	-	-
Firefighter	\$54,732.67	\$59,959.91	\$65,183.30	\$70,410.55	\$75,648.99	\$80,853.50

Year Two of the Contract – 4.5% increase

<u>2025</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Battalion Chief	\$94,630.94	-	-	-	-	-
Fire Capt. Acting	\$92,096.18	-	-	-	-	-
Fire Capt	\$90,406.35	-	-	-	-	-
Fire LT	\$89,561.42	-	-	-	-	-
Firefighter	\$57,195.64	\$62,658.11	\$68,116.55	\$73,579.02	\$79,053.19	\$84,491.91

Year 3 of the Contract – 3% increase or the same amount as the non-union annual increase, whichever is the higher of the two.

<u>2026</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Battalion Chief</u>	\$97,469.86	-	-	-	-	-
<u>Fire Capt. Acting</u>	\$94,859.07	-	-	-	-	-
<u>Fire Capt</u>	\$93,118.54	-	-	-	-	-
<u>Fire LT</u>	\$92,248.26	-	-	-	-	-
<u>Firefighter</u>	\$58,911.51	\$64,537.85	\$70,160.04	\$75,786.40	\$81,424.79	\$87,026.66

Section 1: — The City and Local agree to the following:

- The current command structure of 3 Battalion Chiefs and 9 Captains will be altered to the following: Battalion Chiefs (3), Shift Captain (3), Captain/Lieutenant (6).
- Once the CBA is ratified by both parties, the City will run a promotional process for all then current Captains who are interested in promoting to the rank of Shift Captain. That process will follow the Captains promotional process listed in Article XIV of this CBA.
- Those Captains that elect to NOT participate in the promotional process for Shift Captain shall have until July 31st, or 30 days after City Council approval of this agreement (whichever is earliest) to make the following decision:
 - Option 1 - Choose to remain at the Captain's rank and receive a pay rate of 7% above Firefighter (Step F) of the newly negotiated pay scale, or
 - Option 2 - Elect to assume the rank and pay scale of Lieutenant (6% above Step F of the Firefighter pay scale) voluntarily and receive a one-time lump-sum bonus of \$5,000
- An existing Captain who chooses to compete for the rank of Shift Captain and is not promoted to that rank will be allowed to choose between Option 1 and Option 2 above, so long as they choose that option within 30 days of the Shift Captain promotions taking effect.
- The City agrees to develop a job description for the new Lieutenants classification that is subordinate to Captains, Shift Captains, and the Battalion Chiefs. The current Captain Job Description will be edited to reflect the difference between Captain and Shift Captain.
- Both parties agree that any future Captain vacancies shall be replaced by the rank of Lieutenant. Once this fully occurs, Shift Captains will be renamed to "Captain" and the 7% pay scale for Captains will be eliminated so that the new pay scale is the following:
 - Lieutenants: 6% above top firefighter base wage
 - Captains: 9% above top firefighter base wage
 - Battalion Chiefs: 12% above top firefighter base wage

Employees' wages will be moved (based on what step they are currently at) the new scale above. This one-time adjustment to the new Bargaining Unit Wage Scale is effective July 1, 2020.

Section 2: Employees would will move from one step to the next on their anniversary date of

hire.

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

Section 32: When an employee is permanently promoted from one job classification covered by this agreement or is transferred from a classification not covered by this agreement to another he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which he is promoted which will result in a salary increase. On the anniversary of his transfer or promotion he shall be advanced to the next incremental step in the applicable salary range.

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

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

APPENDIX B

RETURN TO WORK FORM

Medical Authorization Report

Employee

Name: _____

Date: _____

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

Signing Physician or PAC

APPENDIX C

CITY OF PORTAGE, IAFF LOCAL 1467 DRUG AND ALCOHOL POLICY

I. PURPOSE

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

II. COOPERATION

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

III. DEFINITIONS:

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

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

IV. CITY OF PORTAGE EMPLOYEE ASSISTANCE PROGRAM:

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

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

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

V. PRESCRIPTION DRUGS

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

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

VI. PROCEDURES FOR TESTING

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

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

VII. TESTING FOR REASONABLE SUSPICION

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

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

B. Preparation of Report

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

C. Review of Report

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

D. Demand for Testing

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

VIII. RANDOM TESTING

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

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

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

IX. TESTING PROCEDURES

A. Laboratory Selection

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

B. Obtaining Urine Samples

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

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

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

C. Processing Samples

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

D. Chain of Evidence/Storage

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

E. Drug and Alcohol Cut-Off Levels

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

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

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

X. EMPLOYEE ASSISTANCE AND DISCIPLINE:

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

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

XI. GRIEVANCE PROCEDURE:

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

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

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

XIII. UNION HELD HARMLESS:

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

APPENDIX D – DOCTOR’S NOTE

Date:

Practice Name:

Doctor’s Address:

Regarding Employee:

Date(s) of Absence:

This is to confirm that _____ underwent medical evaluation at my office. This is to certify that (he/she/they) is sufficiently recovered to return to work safely with no restrictions.

Sincerely,

Doctor/NP/PA Signature :

Doctor/NP/PA Printed Name:

AGREEMENT
BETWEEN
CITY OF PORTAGE
AND
LOCAL NO. 1467
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Portage Firefighters Association, AFL-CIO
Effective July 1, 2024, through June 30,
2027

ARTICLE NO.	DESCRIPTION	PAG E
<u>ARTICLE 1</u>	<u>RECOGNITION</u>	
Section 1	Recognition.....	8
Section 2	Bargaining Unit Defined.....	8
Section 3	Union Meetings.....	8
Section 4	Non-Discrimination.....	8
Section 5	Membership / Provisions.....	9
Section 6	Gender Clause.....	9
Section 7	Union Dues Checkoff.....	9
Section 8	Calendar Day Definition.....	9
<u>ARTICLE II</u>	<u>MANAGEMENT RIGHTS</u>	
Section 1	Management Rights.....	10
<u>ARTICLE III</u>	<u>SENIORITY</u>	
Section 1	Definition.....	10
Section 2	Probationary Employees.....	10
Section 3	Initial Assignment.....	10
Section 4	Seniority List.....	10
Section 5	Termination.....	10
Section 6	Lay-off.....	11
<u>ARTICLE IV</u>	<u>WAGE RANGES</u>	
Section 1	Wages (APPENDIX A).....	11
Section 2	Acting Pay.....	11
Section 3	Direct Deposit.....	11
<u>ARTICLE V</u>	<u>HOURS OF WORK</u>	
Section 1	Normal Hours of Work for Firefighters.....	11
Section 2	Minimum Staffing.....	12

Section 3	Vacation Picks/Time Off.....	12
Section 4	Over-Time Pay.....	13
Section 5	Over-Time Authority.....	14
Section 6	Compensatory Time.....	15
Section 7	Court Appearances.....	15
Section 8	Shift Bidding / Shift Modifications.....	15
Section 9	Light Duty Work Assignments.....	17
<u>ARTICLE VI</u>	<u>HOLIDAYS</u>	17
Section 1	Holiday Pay.....	
<u>ARTICLE VII</u>	<u>VACATIONS</u>	17
Section 1	Vacation	
Section 2	Vacation Permissions & Selection.....	18
Section 3	Vacation Pay at Termination.....	18
Section 4	Maximum Accumulation.....	18
<u>ARTICLE VIII</u>	<u>SICK LEAVE SHORT-TERM DISABILITY & LONG-TERM DISABILITY</u>	19
Section 1	Long-Term Disability Insurance.....	
Section 2	Short-Term Disability Insurance.....	19
Section 3	Sick Leave Credits.....	19
Section 4	Sick Bank Totals.....	20
Section 5	Attendance Bonus.....	21
Section 6	Request for Sick Days.....	21
Section 7	Eligibility for Sick Days.....	21
Section 8	Deduction from Sick Leave Credits.....	22
Section 9	Voluntary Work.....	21
Section 10	Sick Bank Payoff.....	22
<u>ARTICLE IX</u>	<u>LEAVES OF ABSENCE</u>	

Section 1	Military Leave.....	23
Section 2	Military Service	23
Section 3	Funeral Leave.....	23
Section 4	International Union Assignment.....	23
Section 5	International Union Functions.....	24
Section 6	Medical Leave of Absence.....	24
Section 7	Paternity/Maternity Leave.....	24
<u>ARTICLE X</u>	<u>INSURANCE</u>	24
Section 1	Health Insurance.....	24
Section 2	Retiree Health.....	25
Section 3	Dental Insurance.....	26
Section 4	Life Insurance.....	26
Section 5	Cafeteria Benefit Plan.....	26
Section 6	HSA Employee One Time Contribution.....	26
<u>ARTICLE XI</u>	<u>LONGEVITY PAY</u>	26
Section 1	Longevity Entitlement.....	26
Section 2	Continuous Service.....	26
Section 3	Date of Payment.....	27
Section 4	Prorated Longevity.....	27
<u>ARTICLE XII</u>	<u>PENSION/RETIREMENT</u>	
Section 1	Money Purchase Plan & Contribution Schedule.....	27
Section 2	Pro-Rating Contribution Schedule.....	27
<u>ARTICLE XIII</u>	<u>PHYSICAL FITNESS</u>	27
Section 1	Mutual Interest.....	
Section 2	Off Duty Use of Physical Fitness Facilities.....	28
Section 3	Use of Tobacco Products.....	28

Section 4	Return to Work (APPENDIX B)	28
Section 5	Medical Physical Examination & Maintenance Program.....	28
<u>ARTICLE XIV</u>	<u>PROMOTIONS</u>	31
Section 1	Promotional Process.....	31
Section 2	Establishment of Shift Captain.....	32
Section 3	Establishment of Acting Lieutenant	32
Section 4	Battalion Chief Promotional Process.....	33
Section 5	Captain Promotional Process.....	33
Section 6	Lieutenant Promotional Process.....	34
<u>ARTICLE XV</u>	<u>CONTINUING EDUCATION</u>	35
Section 1	College Incentive.....	35
Section 2	Transcript Requirement.....	36
Section 3	Date of Payment.....	36
Section 4	Certification.....	36
Section 5	Tuition Reimbursement.....	36
<u>ARTICLE XVI</u>	<u>GENERAL</u>	
Section 1	Trade Time.....	37
Section 2	Trade Time Rank Restriction.....	37
Section 3	Review of Personnel File.....	38
Section 4	Savings Clause.....	38
Section 5	Collective Bargaining Recognition.....	38
Section 6	Legal Work Right.....	39
Section 7	Work Uniform, Linens / PPE.....	39
Section 8	Section Work Assignments.....	40
Section 9	Tattoos.....	41
Section 10	Food Allowance.....	41

Section 11	MFR / EMT	41
Section 12	Audio Recording.....	41
Section 13	Residency.....	41
Section 14	Policy Implementation.....	42
Section 15	Phone Stipend.....	42
Section 16	Temporary 40 Hour Assignments.....	42
<u>ARTICLE XVII</u>	<u>GRIEVANCE PROCEDURE</u>	
		42
Section 1	Grievance Step Process.....	
Section 2	Time Limits.....	43
Section 3	Grievance on Behalf of Union.....	43
Section 4	Membership of Union's Grievance Representatives.....	43
Section 5	Loss of Pay (Union Representative)	43
<u>ARTICLE XVIII</u>	<u>SUSPENSION AND DISCHARGE CASES</u>	
		43
Section 1	Disciplinary Action.....	
Section 2	Back Pay.....	44
Section 3	Discipline Administration.....	44
Section 4	Terminating Employee Insurance.....	44
<u>ARTICLE XIX</u>	<u>40-HOUR POSITION</u>	
Section 1	40-Hour Firefighter Assignment.....	45
Section 2	Work Hours.....	45
Section 3	Reporting Structure.....	45
Section 4	Wages (APPENDIX A).....	45
Section 5	Food Allowance.....	45
Section 6	Vacation Time.....	45
Section 7	Recognized Holidays/Holiday Pay	45
Section 8	Overtime / Compensatory Time.....	46

Section 9	Sick Time Accrual.....	46
Section 10	Vacation Time Accrual.....	46
Section 11	Included Articles and Sections.....	47
	DURATION.....	48
<u>ARTICLE XX</u>		
		49
<u>APPENDIX A</u>	<u>WAGES</u>	
<u>APPENDIX B</u>	<u>RETURN TO WORK FORM</u>	51
		52
<u>APPENDIX C</u>	<u>DRUG AND ALCOHOL POLICY</u>	
<u>APPENDIX D</u>	<u>DOCTOR'S NOTE</u>	55

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2024, by and between the CITY OF PORTAGE, hereinafter referred to as the “Employer”, and LOCAL NO. 1467 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the PORTAGE FIREFIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the “Union”.

WITNESSETH:

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

ARTICLE I – RECOGNITION

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

Section 2: The bargaining unit consists of all full-time employees holding the rank of Firefighter, Lieutenant, Captain, Battalion Chief and excludes all others not specifically mentioned as it exists now or is changed in accordance with this agreement.

Section 3: The bargaining unit as identified in Article I, Section 2, shall be allowed to hold/attend its meetings at fire station 12-1 if a list of dates/times is provided in advance to the Director of Public Safety or designee. The bargaining unit must disclose and request permission for anyone to attend a meeting that is not listed within the bargaining unit as defined by Article I, Section 2.

Section 4: The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, nationality, or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 5: All members of the bargaining unit, may at their option, become or remain members of the Association.

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

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

Section 6: Whenever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 7: For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's payroll department, the employer will deduct the appropriate amount of union dues from each pay check as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the Union. The Union agrees to indemnify and save the Employer harmless from and against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Section.

Section 8: Whenever the words are used in this Contract "Calendar Day" shall be defined as those days which are between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

ARTICLE II – MANAGEMENT RIGHTS

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

ARTICLE III – SENIORITY

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

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

Section 3: New employees assigned to firefighting duties shall complete the division's program for initial training prior to being counted as minimum staffing.

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

Section 5: An employee's seniority shall terminate:

- A. If he quits, retires, or is discharged, which discharge is not reversed through the grievance procedure.
- B. If, following a layoff for lack of work or funds, he fails to notify the Employer of his intention to return to work within ten (10) calendar days after a written

notice sent by certified mail of such recall is sent to his last address on record with the Employer, or, having notified the Employer of his intent to return he fails to do so within thirty (30) calendar days after such notice is sent.

- C. When he has been laid off for lack of work or funds for a period in excess of twenty-four (24) consecutive months.
- D. If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence.

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

ARTICLE IV – WAGES

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

Section 2: Members holding the rank of Firefighter who are chosen to “act up” through the promotional process for Lieutenant shall receive a 1% bonus based upon “base wages”. Said bonus shall be paid annually on the first full payroll in February and will be based upon service as an “acting Lieutenant” in the previous year.

For the purpose of this CBA, “base wages” is defined as the salary stipulated within this CBA to be earned by the member at their respective classification and time in grade. No other benefits shall go into the calculation of the “base wages”.

The 1% bonus will be for service as an Acting Lieutenant for the duration of the year’s shift bid starting with the first new 28-day cycle in January. Should for any reason a firefighter selected to serve an Acting Lieutenant be removed or promoted, he/she will receive a pro-rated portion of the bonus for the period of time served in the current year as an “Acting Lieutenant”.

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

ARTICLE V – HOURS OF WORK

Section 1: Employees assigned to firefighting duties are assigned to shifts under a three (3) platoon system consisting of three shifts (A, B and C shifts). The normal hours of work for firefighting employees shall be a twenty-four (24) hour shift commencing at 7:00am and,

arranged on an annual basis, shall consist of a fifty-four (54) hour week. In addition, if the Congress of the United States and/or the State of Michigan enacts a law or laws affecting the hours of work, the Employer has the right to set the hours in conformity thereto. Unless it is necessary to lay off personnel as provided in Article III, Section 6, the number of personnel assigned to 54-hour schedules will not fall below 30.

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

Section 2: Minimum Staffing

- A. Minimum daily staffing will be considered 7 bargaining unit employees. Anytime staffing drops below 7, overtime or compensatory time will be utilized to reach the daily minimum.
- B. There shall be a Battalion Chief or Shift Captain on at all times. These positions cannot be backfilled with a Captain, Lieutenant or Acting Lieutenant. Management reserves the right to utilize Administrative Battalion Chiefs during business hours to backfill the Operations Battalion Chief at its’ discretion. The remaining 2 officers can comprise of either Captains, Lieutenants or a Firefighter who has been appointed by the Director of Public Safety to serve as an Acting Lieutenant.

Section 3: Time Off

Outside of vacation pick conducted in December, time off allowances will be subject to the following restrictions:

- A. Members wishing to put in for vacation or comp time off shall have the time off granted only if there are less than 2 members off on the day being requested.
- B. If two personnel are off and a third member has put in to be off that day, the third member shall be told that they must wait until the day of the request at 6:00 a.m. to determine if any sick calls or division needs exist. If at 6:00 a.m., the Battalion Chief has not taken a sick call and the granting of time off would not reduce staffing below 8, the third member may be granted time off.
- C. Only the Assistant Chief, Deputy Director or Director can authorize staffing to drop below 8 personnel on any given day. Exigent circumstances shall be considered when making the decision to drop below 8 personnel on-duty.

EXAMPLE: Firefighter A is the only firefighter that put in for June 1st off during vacation pick. After vacation pick but before June 1st, Firefighter B, C, and D put in various requests for time off in that order for June 1st. Firefighter B represents the second guaranteed time off slot and should have his time off

granted immediately. Firefighter C must wait until the day of (June 1st) to see if there are any sick calls before his time off can be granted). Firefighter D shall be instructed that his time off slip will remain in the system however it will be denied if Firefighter C does not rescind his/her time off slip and that Firefighter D should seek alternative options on that day.

D. Additional Parameters for Time Off:

- a. The Battalion Chief and Shift Captain (Acting Battalion Chief) may not be off at the same time.
- b. The City reserves the right to block time off to ensure adequate staffing, for instances involving training, potential severe weather events and other exigent circumstances which may arise based upon the needs of the division. In those situations, only time off that has already been approved up to two slots (three if done at vacation pick), will be approved.

Section 4: The Public Safety Director or his designee for the purpose of authorizing overtime payments, will be the determining authority of the necessity for overtime work. 54-hour overtime opportunity shall be first opened to 54-hour employees. Overtime under this section shall be paid at the 54-hour rate (i.e. annual salary divided by 2808, time and 1/2 rate).

A. Mandatory Overtime

- a. Both the city and the union acknowledge and agree that the Public Safety Director and/or designee has the right to assign mandatory overtime.
- b. Both the city and the union have agreed to assign mandatory overtime with the following stipulations:
 - i. That the Fire Division employees assigned to the 54-hour classification shall not be made to work more than 72 hours consecutively.
 - ii. That a Fire Division employee who works 72-hours consecutively must be allowed 24-hours rest before returning to work. This includes overtime (volunteer or mandatory, trade time, etc.),
 - iii. Both parties agree to waive b.1 and b.2 whenever a State of Emergency is declared that affects the City of Portage. This includes local, state, and Federal emergency declarations.

B. Claim to PA 125

- a. The union agrees to waive any claim to PA 125 so long as the following stipulations are met:
 - i. Once an employee is assigned to work mandatory overtime, regardless of the

number of hours, that employee cannot be assigned to work mandatory overtime for the next 90 days (90-day rule) unless all other personnel have been assigned to work mandatory overtime.

- ii. The city shall first assign mandatory hours overtime to personnel who are on their 1-day off in between workdays.
- iii. If all employees that would be on their 1-day off have been assigned mandatory overtime, the Public Safety Director or designee will then go to the shift that would be on their 4-days off and order the firefighter who is at the top of the mandatory list.
- iv. Both parties agree that every effort should be made to split the mandatory overtime shift between two employees when feasible.

C. Requirement to Maintain a Telephone

- a. All union members shall be required to maintain a working cell phone number to be kept on file with the Assistant Fire Chief.
- b. If an employee does not own a cell phone, they shall submit a memo to the Assistant Fire Chief indicating as such and provide a landline number where they can be reached.
- c. Changes to contact information shall be provided to the Assistant Fire Chief within 24 hours of making the change.

D. Mandatory Overtime Assignment Process

- a. In the event that mandatory overtime must be assigned, the Shift Commander shall call the appropriate members' cell phone/landline.
- b. If no answer, a voicemail shall be left for the employee notifying them of the mandatory assignment – the employee shall be required to return the phone call to the Shift Commander as soon as reasonably possible. If the assigned employee does not return the phone call within 30-minutes of the voicemail being left, the Battalion Chief shall ask the employee the reasoning for the delayed response. The Battalion Chief shall note the reason in Guardian Tracking for further review by the Assistant Fire Chief.
- c. Failure to return the voicemail could result in disciplinary action.

Section 5: All scheduled time worked in excess of the regularly scheduled work week will be paid at time and one half of the employee's then-current regular hourly rate of pay (i.e. annual salary divided by 2808, time and 1/2 rate).

An employee who responds to an Emergency Recall will be paid a minimum of three (3) hours. This does not apply when an employee fills in for another employee's scheduled hours. When an employee responds to an emergency recall and it is three (3) hours or less before the start of the employee's regularly scheduled shift start time, the employee will be paid for only the time worked at the overtime rate (time and 1/2 the regular hourly rate) up until the start of his shift.

Section 6: Firefighters will have the option to use 'Compensatory Time' in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Firefighters will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For approved elective training, firefighters will be compensated with compensatory time unless arranged otherwise by the Fire Division Administration.

- Bargaining Unit members may accrue up to 120 hours of compensatory time (i.e., hours of time worked) at any one time.
- Any compensatory time off accrued over the maximum of one hundred twenty hours will be automatically paid out in the next pay period at the straight time rate of pay.
- Total accrued balances of compensatory time off (not to exceed 120 hours) will be paid at straight time rate of pay in the following circumstances:
 - Termination or resignation.
 - Retirement.
 - To the beneficiary, designated by the employee on the beneficiary form furnished by the city, in the event of death.
 - Upon written request to the Director of Public Safety and paid on and as a part of the normal paycheck issued on the next regularly scheduled payroll.
- The use of compensatory time will be handled in the same manner as vacation whereas time can only be used if the number of firefighters off does not exceed daily requirements.
- Compensatory time for each employee will be tracked in ADP and/or the online scheduling program.

Section 7: When it is necessary for an employee to serve as a Firefighter witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked his regularly scheduled shift during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a city vehicle is used. An employee will be paid a minimum of three (3) hours.

Section 8: The City shall conduct employee shift bidding every two years. The following process will be followed:

- A. The last Wednesday of October, shift bids for 54-hour assignments will be

conducted at 7:30am, at Fire Station 1. An employee can submit their request in person, over the phone or in advance by writing.

- B. Shift bids will be conducted in accordance to seniority by position, starting with Battalion Chiefs, then Shift Captains, Captains, Lieutenant, Acting Lieutenant, followed by Firefighters.
- C. Employees will select both shift and station assignments.
- D. Station Assignments:
 - 1. One Shift Captain will be assigned to each shift and will be assigned to Station 1, unless the Director of Public Safety deems it necessary to assign the captain to another station.
 - 2. Firefighters designated to serve as Acting Lieutenants will be required be equally distributed amongst the three shifts.
 - 3. Specialty assignments may be linked to each station and employees shall bid knowing they may be required to assist with specialty assignments.
- E. Shift assignments will start with the first new 28-day cycle in January of the following year.
- F. The city agrees that no later than 14 days prior to shift bidding, the Director of Public Safety or designee will notify the union board of any shifts or stations that are being “blocked” out to facilitate the needs of the fire division.
- G. The city will provide a list of the specialty assignments associated with each station, at the time of the shift bid, with the understanding that the specialty assignments assigned to a station, may change, be removed, or specialty assignments may be added at the discretion of management at any time, including between shift bids.

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

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

be awarded to the most senior employee submitting a timely bid.

Section 9: The City of Portage will consider temporary light duty work assignments for all employees who incur a work-related injury or illness and have been placed on restrictions by a treating physician. The city will continue to comply with the Family Medical Leave Act in this regard. While on light duty assignment, the employee will work a forty (40) hour work schedule, working a schedule agreed upon by the Assistant Fire Chief and the employee within normal business hours.

Non-occupational injuries/illnesses:

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

ARTICLE VI – HOLIDAYS

Section 1: The approved holidays will be defined by the city and sent to the union on an annual basis.

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

ARTICLE VII – VACATIONS

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

- A. When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to sixty (60) hours of paid vacation provided he continues working for the Employer thereafter. The vacation time off may be taken after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure set forth in this Agreement.
- B. Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- C. Upon completion of four (4) years of continuous service, the employee shall

begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty-eight (168) hours per year.

- D. Upon completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred, sixteen (216) hours per year.
- E. Upon completion of fourteen (14) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred forty (240) hours per year.
- F. Upon completion of nineteen (19) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred sixty-four (264) hours per year.

Section 2: Employees shall select their paid vacation and 54-hour days on the following basis:

- A. Once an employee's vacation time is set, it may not be cancelled by the city because of an absence of another employee due to illness or injury.
- B. The selection shall take place on the first Tuesday and Wednesday of December, beginning at 7:30 am on each of the days. Employees shall choose vacation and 54-hour days on the basis of division seniority.
- C. During Vacation Pick, 54-hour days will be chosen first. Once all 54-hour days have been selected, vacation selection will commence.
- D. The following parameters will be followed in selecting 54-hour days and vacation days:
 - 1. The city agrees to grant up to 3 members off (54-hour Day and/or Vacation) at shift bid only. All other time off (comp or vacation) requested outside of a member's assigned vacation pick day shall be subject to the requirements of Article V, Section 3.
 - 2. Only 2 command officers can choose the same day off.
 - 3. A Battalion Chief or Shift Captain must be on at all times and cannot choose the same day off.

Section 3: An employee who quits, retires, dies, or is discharged will be paid out the amount of vacation accrued at the date of separation.

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

No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances, as

approved by the City Manager. Requests for accumulation of vacation hours in excess of the maximum must be recommended by the Director of Public Safety and submitted to the City Manager for approval. Documentation will be maintained in the employee's permanent personnel file.

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

Section 1: Upon ratification, the Employer shall provide, at its sole expense, a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of sixty seven percent (67%) of the employee's base salary (calculated as of the time of the disability), with such disability payments commencing not later than eighteen (18) weeks after the date of a non-duty illness or injury. Said policy shall further provide that the provisions for Sixty seven percent (67%) of income, as set forth above, shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time for additional payment.

Section 2: Employer shall provide, at its sole expense, a short-term disability benefit for all full-time employees covered hereunder with a third-party insurance carrier authorized to do business in the State of Michigan for non-occupational illnesses or injuries only. Such policy shall provide payment of sixty seven percent (67%) of the employee's salary (calculated at the time of disability), with such payments commencing after a seven (7) day exclusion period after the approval of the disability by the carrier. It is further agreed that upon commencement of payments under the short-term disability policy, employees will be required to use paid time off to supplement their pay to their regular gross earnings. Taxes will be withheld from short-term disability payments pursuant to IRS guidelines. The implementation of the short-term disability benefit is not intended to exclude employees with non-work-related injuries or illnesses from taking on light-duty assignments when such opportunities are available.

Section 3: Upon completion of six (6) months of continuous employment, regular full-time shift employees will be credited with 72 hours of sick leave. Employees will accumulate paid sick leave credits on the basis of twelve (12) hours per month up to a maximum of six hundred (600) hours.

Section 4: Sick bank limits will be reduced from 1400 hours to 600 hours. Current sick leave balances will be paid out directly to the employee down to the new cap of 600 hours at 75 percent of the association members' current hourly rate at the time of payout.

- (a) Payment of coverages will take place over two years
- (b) Payments will occur on the first pay period following the implementation

of the Short-term disability and the first pay period in July of 2024.

(c) If an employee leaves before the second payout of their sick hours over 600, provided they meet the eligibility requirements under the existing contract, they will receive 50% of their remaining sick leave balance at 100% of their current hourly rate, at the time of departure. If an employee dies in the line of duty prior to the second payout, the spouse or beneficiary will receive 75% of the employee's base salary of the accumulated hours between 600 and 900 hours.

Section 5: Attendance bonus: Association members using 2 qualifying sick occurrences or less in a year will receive an attendance bonus equal to five (percent) of their current annual base salary as a retention incentive to the City's qualified Defined Contribution Plan, Money Purchase Plan.

(a) Employees who leave prior to the annual attendance bonus that is awarded in the first July payroll of each year, provided they have two or fewer sick occurrences, will have the incentive bonus amount pro-rated from July 1 to their separation date. Their bonus will be 5% of their base salary, pro-rated on a monthly basis by the number of months from July 1 to separation. The attendance bonus will be contributed to the City's qualified Defined Contribution plan (401a).

(b) The attendance bonus payment will occur on the first payroll in July each year and be calculated from July 1st to June 30th each year thereafter.

(c) Qualifying Absence (sick) Occurrence:
An occurrence can be a period of time less than a full scheduled workday, a single day, or a period of consecutive days. An occurrence begins when an employee does not report for duty due to illness and ends when he/she returns to work. Doctor's/Dentist's appointments are not occurrences. FMLA events are not used in counting absences.

Example 1: Employee 1 calls in sick on Friday. Employee 1 is not scheduled to work Saturday or Sunday but is still ill on Monday and cannot work. Employee 1 returns to work on Tuesday. This is one qualifying sick occurrence.

Example 2: Employee 2 calls in sick on Monday and then returns to work on Tuesday. Employee 2 then calls in sick again on Friday. These are two qualifying sick occurrences.

Exemptions:

- Doctors Appointments (including mental health services)
- Dentist's Appointments
- Funeral Leave
- Military Leave
- Family Member Illness (with a doctor's note)
- Family Hospitalizations
- FMLA

Jury Duty
Sick call with a doctor's note

Section 6: In order to qualify for sick leave payments, the employee must report to the Public Safety Director or his designee one (1) hour before his normal starting time on the first day of absence unless, in the judgment of the Public Safety Director or his designee, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

Section 7: Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

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

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

their 457 deferred compensation plan.

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

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

Section 8: Whenever sick leave payments are made under this article, the amount of such payments shall be deducted from the employee’s accumulated unused bank of paid sick leave credits.

Section 9: When an employee has used all of his accumulated sick leave and accrued vacation time and continues to remain on the sick list, and payments are not yet due under the long-term disability policy, other employees, with the prior approval of the Public Safety Director or his designee, may voluntarily work in such employee’s place without compensation and without charging the Employer for the time.

Section 10: When an employee meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for only the first six hundred sick leave accumulated at the time he ceases to be an employee.

- A. The death of the employee occurs while employed by the City of Portage.
- B. The employee reaches his fiftieth (50) birthday while an employee with the City of Portage.
- C. The employee reaches his 10th anniversary of uninterrupted employment.
- D. If it becomes necessary to discontinue employment as a result of an employee becoming disabled and is unable to continue his unrestricted duties as a firefighter.

ARTICLE IX – LEAVES OF ABSENCE

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

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

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

Section 4: Employees who are elected or selected by the Union to accept a full-time assignment with the International Union which assignments takes them away from their employment with the City, shall upon written request by the Union served upon the Human Resources Department of the City at least thirty (30) calendar days prior to the anticipated start of such leave be given a leave of absence without pay or fringe benefits and without loss of seniority for such purpose provided that no more than one (1) employee shall be granted such leave at the same time and provided further that such leave shall not exceed two (2) years or the duration of that assignment whichever is shorter. In the event the employee wishes to continue his health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of the plan.

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

Section 6: An employee who has exhausted or does not qualify for sick leave because of illness, accident, or pregnancy or is physically unable to report for work without limitation or restriction shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed two (2) years from the date of the original injury to return to full duty.

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

Section 7: Paternity/Maternity leave: The first 72 hours following the birth, placement or adoption of a child will be paid for by the city. After the first 72 hours of time, they can use accrued time-off. This will not change their eligibility for Family Medical Leave.

ARTICLE X – INSURANCE

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

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

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

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

□ July 1, 2024	\$217,000
▣ July 1, 2025	\$217,000
▣ July 1, 2026	\$224,000

A. Employees who retire from the city and continue insurance coverage through the city will have the option of continuing single, two-person (employee and spouse) or family coverage, subject to the conditions of the group insurance plan.

B. The Pension and Retiree Health Insurance Fund Trustees shall be the sole source for developing rules for the management, operation, and administration of the Portage Firefighters Retiree Health Insurance Plan and Fund. Any changes in the Plan shall be approved by the members of the Union.

C. The City shall assume no additional responsibility or liability for management of these funds beyond the contractual agreement providing for annual contributions.

D. The Pension and Retiree Health Insurance Committee/Trustees shall have the exclusive right to establish bargaining unit members’ eligibility for benefits and levels of benefits available under the plan. The Union will notify city administration if the member qualifies for benefits upon the employee’s resignation, termination, retirement, or death.

E. The Union, its officers, agents, members, and International Union hereby agree

to indemnify and hold harmless the City of Portage, the Portage City Council, City Manager, Finance Director, Director of Public Safety, Deputy Director of Public Safety,, Assistant Chief – Fire Operations, and any and all claims, loss, damages, expense, and liability arising from any operation or administration of the Retiree Health Insurance Plan and Fund under control of the Pension and Retiree Health Insurance Committee and the Union.

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

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

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

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

ARTICLE XI – LONGEVITY PAY

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

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

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

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

ARTICLE XII – PENSION/RETIREMENT

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

Members of the bargaining unit who were hired after July 1, 2012, the Employer contribution to the Money Purchase Plan shall be fourteen (14%) percent.

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

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

ARTICLE XIII – PHYSICAL FITNESS

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

If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain a physical examination from a medical doctor of his choice. Should there be a

conflict in the findings of the two doctors, then a third medical doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be shared equally by the Employer and the employee and his findings shall be binding on the employee, Employer, and the Union

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

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

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

A. The City will continue to conduct physicals under the existing agreement with BioCare for the remaining two years of that contract. Should NFPA 1582 be implemented before this time, the city will comply with the new requirements once they become effective.

The city supports NFPA 1582 and the physical well-being of all employees, but specific to this matter firefighters. A review of the language change recommended by the Union as well as a review of NFPA 1582, as well as documents put out by the International Association of Fire Fighters (IAFF), the city is proposing a complete revamping of ARTICLE XIII, Section 4 to wit:

- The first paragraph would remain intact and stay labeled Section 4.
- The part of Section 4 starting with 4A on page 25 of the current CBA and continuing through 4C on page 26 would be re-written and labeled as Section 5 below.

Section 5: Annual Physicals and Wellness Program: The duties of a firefighter are physically demanding. Research has established that annual physicals and wellness programs substantially decrease the possibility of a firefighter injury or death. The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their personal physical condition. All members of the bargaining unit will participate in the divisions' occupational wellness program, consisting of an annual medical physical examination and a personal fitness program as outlined below:

A. Annual Physicals

1. The city and the Association agree that it is in the best interest of all members to closely follow the guidance provided by NFPA 1582 as it relates to annual physical requirements.
2. The city agrees to identify a Fire Division Physician of their choosing and provide them with the NFPA 1582 List of Essential Job Tasks. The results of the annual physical exam will be used by the Fire Division Physician to decide that members are fit to

perform the functions of firefighter. The Fire Division Physician, shall in their evaluation provide the following documents to the City of Portage:

- a. Report of Annual Respiratory Clearance
 - b. Physician's Annual Statement of Work Status
3. The Fire Division Physician will be responsible for determining the medical qualification status of the member in accordance with the following:
- a. *No Restriction:* The are no essential job tasks that the individual cannot safely and effectively perform.
 - b. *Temporary Restriction:* There are specific essential job tasks that the individual cannot safely and effectively perform due to a medical condition that the fire division physician considers to be temporary, the member to return for re-evaluation after treatment of the members medical condition that prevent them from performing the essential job tasks.
 - c. *Permanent Restriction:* There are specific essential job tasks that the individual cannot safely and effectively perform due to a permanent or long-term medical condition.

Removal of an individual from permanent or temporary restriction status shall be approved by the fire division physician. The fire division physician will not make recommendations regarding the individual's employment in the Fire Division.

4. The City of Portage will not have access to the medical information contained within each members annual physical without specific written consent of the employee, however if the condition should trigger a workers compensation claim, approved or unapproved, the City shall be afforded the employees information as allowed under the workers compensation statute.
 5. The City of Portage agrees to pay for all costs associated with the annual physical examination, however, follow-up testing and treatment for any conditions found as a result of this examination will be the responsibility of the employee unless covered under the workers compensation statute.
- B. Tests covered under the annual physicals: The City and the Association agree that the following items will be covered as part of the annual physicals:

1. Annual Tests to be Performed:
 - Physical Examination to include but not limited to: Vital Signs, head, eyes, ears, nose, throat, neck, cardiovascular, pulmonary, breast, gastrointestinal, hernia, lymph nodes, neurological, musculoskeletal, skin, and vision.
 - Blood Tests to include:
 - o CBC w/ differential, RBC indices and morphology, and platelet count.
 - o Electrolytes (Na, K, HCO₃, CO₂)
 - o Renal Function (BUN, Creatinine)
 - o Glucose
 - o Liver Function Tests (ALT, AST, bilirubin, alkaline phosphatase)
 - o Total Cholesterol, HDL, LDL, Lipid ratios, and triglycerides
 - o Thyroid (TSH) test

NOTE: conducted annually if member is 40 and older, otherwise every three years

- Urinalysis
- Audiology – assessed at the following frequencies: 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz.
- TB Screening – Can be skin or blood.
- Pulmonary Function Testing (PFT) or Spirometry.
- Cardiac Stress Testing
- ECG/EKG 12 lead – Will be conducted annually only for members 40 years of age and older or if clinically indicated and requested by the Fire Division Physician or designee.

2. Other Tests – Required Timelines

- Chest X-Rays – Baseline shall be established upon hire, then completed only when medically indicated as determined by the fire division physician.
- Colon Cancer Screening – Recommended annually starting at age 40. Required annually at age 45 or earlier if clinically indicated and requested by the Fire Division Physician.
- Prostate Cancer – PSA blood testing will begin at age 50 and will take place annually thereafter.
- Ultrasound Testing* as follows:
 - Echocardiogram (heart ultrasound) – done at age 40/repeated every 10 years.
 - Aorta and Aortic Ultrasounds – 1x only age 50
 - Abdominal Ultrasounds – Every 5 years beginning at Age 40

*NOTE: Ultrasound testing is not required under NFPA 1582. The above testing is offered by the City of Portage as a benefit to the employee.

3. HazMat Screening – Baselines for heavy metals will be drawn at first physical after being accepted onto the Kalamazoo County HazMat Team. Follow-up testing shall be conducted every 5 years thereafter.

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

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

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

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

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

ARTICLE XIV – PROMOTIONS

Section 1: The City and Local agree to the following:

- The current command structure of 3 Battalion Chiefs and 9 Captains will be altered to the following: Battalion Chiefs (3), Shift Captain (3), Captain/Lieutenant (6).
- Once the CBA is ratified by both parties, the City will run a promotional process for all then current Captains who are interested in being promoted to the rank of Shift Captain. That process will follow the captain's promotional process listed in Article XIV of this CBA.
- Those Captains that elect to NOT participate in the promotional process for Shift Captain shall have until July 31st, or 30 days after City Council approval of this agreement (whichever is earliest) to make the following decision:
 - o Option 1 - Choose to remain at the captain's rank and receive a pay rate of 7% above Firefighter (Step F) of the newly negotiated pay scale, or
 - o Option 2 - Elect to assume the rank and pay scale of Lieutenant (6% above Step F of the Firefighter pay scale) voluntarily and receive a one-time lump-sum bonus of \$5,000.
- Shift Captain: Any existing Captain who chooses to compete for the rank of Shift Captain and is not promoted to that rank will be allowed to choose between Option 1 and Option 2 above, so long as they choose that option within 30 days of the Shift Captain promotions taking effect.
- The city agrees to develop a job description for the new Lieutenants classification that is subordinate to Captains, Shift Captains, and the Battalion Chiefs. The current Captain Job Description will be edited to reflect the difference between Captain and Shift Captains.
- Parties agree that any future Captain vacancies shall be replaced by the rank of Lieutenant. Once this fully occurs, Shift Captains will be renamed to "Captain" and the 7% pay scale for Captains will be eliminated so that the new pay scale is the following:
 - o Lieutenants: 6% above top firefighter base wage
 - o Captains: 9% above top firefighter base wage

Section 2: Establishment of Shift Captain classification (Acting Battalion Chief)

- A. After the ratification of this agreement, the city will conduct a promotional process as outlined in Article XIV, Section 5, to identify which Captains will be promoted to the rank of Shift Captain to serve as Acting Battalion Chief in the absence of the Battalion Chief.
- B. All former Captains under the old CBA are eligible to compete in the promotional process for the three “new” Shift Captain positions.
- C. If less than three (3) members eligible to promote apply to test for promotion or if less than three members pass the promotional process for Battalion Chief the Director may choose to do either of the following:
 - 1. The Director may appoint any of the current eligible members to serve as Shift Captain for a period of not less than 1 year, or elect to open up the process to external candidates.
- D. Once selected, only those Captains which passed the promotional process and were selected to become Shift Captains will be considered qualified to compete for future Battalion Chief positions.
- E. Once the three Captains positions have been established upon ratification of this agreement, the captain promotional process will only be conducted when there is an anticipated opening within the Shift Captain rank classification as determined by the Director of Public Safety.

Section 3: Establishment of Acting Lieutenant (Firefighter Classification)

- A. Beginning in July of each year, the City will conduct a promotional process as outlined in this Article to identify which firefighters will be assigned Acting Lieutenant roles and eligible for the 1% bonus.
- B. The City agrees to pay up to nine (9) firefighters a 1% bonus if all participate in and pass the promotional process.
 - 1. If presented with more than nine members who passed, the Director at his discretion will choose nine members who will serve in the role of Acting Lieutenant and will receive the 1% bonus.
 - 2. For the purposes of establishing firefighters who are qualified to “act up” as lieutenants, if less than 6 personnel pass the promotional process, the Director at his discretion can appoint firefighters to serve in the role of Acting Lieutenant for the upcoming year. Those individuals who are appointed by the Director will be eligible for the 1% bonus pay.
 - 3. The Director will choose a minimum of 3 and maximum of 9 members who qualify to act as Acting Lieutenants from those that have passed the below promotional process. Those members chosen will receive a 1% bonus on their base salary to serve in an Acting Lieutenants role when necessary. The union acknowledges that those individuals can be evenly dispersed amongst all three shifts in order to fulfill the division’s needs.

4. Only those firefighters who participate in the promotional process each year will be eligible for promotion should a vacancy occur in the Lieutenants classification through June 30th of the following year or until such a time that a new promotional process is initiated, whichever is later.

Section 4: Battalion Chief Promotional Process

- A. When it is determined that there will be a projected opening for the position of Battalion Chief, a communication will be sent out to notify all Shift Captains of the opportunity. Employees who meet the criteria must submit a letter of interest to be considered for the position.
- B. In order to qualify for promotion to the rank of Battalion Chief, a member must possess the following:
 1. Be a Captain within the division that has been designated as eligible to be an Acting Battalion Chief for at least 6 months.
 2. Must possess Fire Officer III
 3. Must have an Associate's Degree/ Preferred Bachelor's Degree
 4. Must possess ICS 100, 200, 700, 800 and 300, Preferred ICS 400
- C. The Promotional Process for Battalion Chief shall consist of the following:
 1. Interview conducted by the Director of Public Safety, the Deputy Director of Public Safety, the Assistant Fire Chief and a Human Resource representative.
 2. Upon completion of the final interviews, with input from the other panel members, the Director of Public Safety will identify which of the Shift Captain's passed their interview and will select a Shift Captain to be promoted to the rank of Battalion Chief.
 3. If the Director has determined that none of the captains passed their respective interview, the Director has the discretion to seek external candidates to fill the vacancy of Battalion Chief. If the Director seeks external candidates, they must meet the criteria set forth in Section 4B, 2 thru 4.

Section 5: The Promotional Process for Captain shall consist of the following:

- A. When it is determined that there will be a projected opening for the position of Shift Captain, a communication will be sent out to notify all employees of the opportunity. Employees who meet the criteria below must submit a letter of interest to be considered for the position.
- B. In order to compete for promotion to the rank of Captain, a member must possess the following:
 1. Be Captain for a period of 6 months or a Lieutenant within Portage FD for a period of not less than 12 months.

2. Must possess Fire Officer II
 3. Associates Degree is Preferred
 4. Must possess ICS 100, 200, 700, 800, and ICS 300 is preferred
- C. In-basket exercise. The member must obtain a passing score of 75% on the in-basket exercise to move on to the next phase in the process, which is the first interview panel.
- D. If at any point during the process there exists less than 3 internal candidates, the Director may choose any of the following options:
1. Proceed with the process with less than three internal candidates.
 2. Open the position up to external candidates If the Director seeks external candidates, they must meet the criteria set forth in Section 5B, 2 thru 4.
- E. The first interview will consist of a panel comprised of the following individuals:
1. Three (3) Battalion Chiefs
 2. Assistant Fire Chief
 3. An outside representative holding the rank equal to or greater than Captain within the fire discipline as chosen by the Director of Public Safety in consultation with the Union.
 4. Human Resources (monitor only)
- Members must pass the first interview in order to move on in the process. Passing of this phase consists of 3 of 5 of the panel members voting to move the member forward to the next stage in the process.
- F. The Final Interview Panel will consist of the Director of Public Safety, the Deputy Director of Public Safety, and a member of Human Resources. At the conclusion of the interview, the Director, based upon input from the Deputy Director and Human Resources will establish a list of qualified applicants to be promoted to the rank of Shift Captain (Captain upon full implementation of Lieutenant's rank). The Director may choose from any qualified member on the list to fill a vacancy within the Shift Captain (Captain upon full implementation of Lieutenant's rank) classification.

Section 6: Promotional Process for Lieutenant shall consist of the following:

- A. No later than July 15th each year, the Director of Public Safety in coordination with the Human Resource Director shall initiate a Lieutenants Promotional Process. Employees who meet the criteria below must submit a letter of interest to be considered for the position.
- B. In order to compete for promotion to the rank of Lieutenant, a member must possess the following:
 1. Be a Firefighter within Portage FD off probation.
 2. Must possess Fire Officer I

3. Associates Degree Preferred
 4. Must possess ICS 100, 200, 700, 800.
- C. All applicants wishing to be considered for promotion to the rank of Lieutenant will be required to take a written test designed to test the member's understanding of policy and procedure. A member will only need to take the test if they have not previously passed the written test with a score of 80% or greater. All applicants that have received a passing score will move on to the first round of interviews as prescribed below. The test shall be produced by a third party chosen by the Human Resource Department in consultation with the Director of Public Safety.
- D. The first interview will consist of a panel comprised of the following individuals:
1. Three (3) Battalion Chiefs
 2. Assistant Fire Chief
 3. An outside representative holding the rank equal to or greater than Lieutenant within the fire discipline as chosen by the Director of Public Safety in consultation with the Union.
 4. Human Resources (monitor only)
- Members must pass the first interview in order to move on in the process. Passing consists of 3 of 5 of the panel members voting to move the member to the next stage in the process.
- E. The Final Interview Panel will consist of the Director of Public Safety, the Deputy Director of Public Safety, and a member of Human Resources. At the conclusion of the interview, the Director, based upon input from the Deputy Director and Human Resources Director will establish a list of qualified applicants to be promoted to the rank of Lieutenant. The Director may choose from any qualified member on the list to fill a vacancy within the Lieutenant's classification.
- F. If at any point during the promotional process there exists less than 3 internal candidates, the Director may choose any of the following options:
1. Proceed with the process with less than three internal candidates.

Open the position up to external candidates so long as they possess Fire Officer I and ICS 100,200,700 and 800.

ARTICLE XV – CONTINUING EDUCATION

Section 1:

- A. Employees who possess an Associate's Degree which is determined to be job related by the Director of Public Safety or his designee shall receive an annual bonus of Two Hundred Fifty (\$250.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.

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

Section 2: Employees seeking the college incentive bonus under this Article shall provide a certified transcript or certificate of degree awarded prior to January 31st each year, unless no change has occurred since the previous year's request. In those instances, the transcript of the previous year will continue to serve as evidence of accumulated credits.

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

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

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

- (a) Each employee who wishes to participate in the tuition reimbursement program shall make application to the Director of Public Safety or his designee not later than August 1, December 1, or April 1 of each year, which will include the name of the college or university, a title and brief description of each course, the number of credit hours, and verification from the college or university of tuition cost. The employee must have successfully completed probation in order to partake in the tuition assistance, applying only to new hires following the ratification of the contract.
- (b) The Director of Public Safety or his designee will review all requests and notify each applicant within ten (10) calendar days after the application cutoff date of the credits that are eligible for reimbursement and the amount of tuition

reimbursement that will be available.

- (c) In the event available funds will not provide the fifty (50) percent tuition reimbursement for current applicants, the amount of reimbursement shall be determined so that each applicant shall be entitled to a proportional share of available funding in direct relation to the total amount of tuition reimbursement approved as eligible. The Director of Public Safety or his designee will notify each applicant of the amount of benefit approved and available within ten (10) calendar days of the cutoff dates for application.

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

ARTICLE XVI – GENERAL

Section 1: TRADE TIME

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

Trades of time must meet the following standards:

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

Section 2: Trade Time Rank Restrictions

Trade Time will be limited to the extent that members may only trade time with another member who is qualified to do the job of the person they are working for. Therefore:

- Battalion Chief’s - may only trade time with other Battalion Chiefs and Shift Captains

- Shift Captains may only trade time with other Shift Captains and with Captains in situations where the Battalion Chief is on duty, and it does not violate the requirement for either the Battalion Chief or Shift Captain to be on-duty.
- Captains: May trade time with other Captains or with Shift Captains so long as the Battalion Chief is scheduled to work.
- Lieutenants: May trade time with other Lieutenants or Firefighters chosen to be Acting Lieutenants.
- Firefighters: May only trade time with other Firefighters.

The parties agree that the above rules for trade time can be deviated from between the hours of 0500 and 0900, provided that the minimum command requirements have been met for shift staffing as stipulated by Article V, Section 2 of this agreement.

NOTE: In exigent circumstances, the Assistant Fire Chief may authorize trade time outside of the above parameters but only in circumstances where all other efforts have been exhausted in the employees attempt to get time off.

Section 3: REVIEW of PERSONNEL FILE

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

Section 4: SAVINGS CLAUSE

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

Section 5: COLLECTIVE BARGAINING RECOGNITION

It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules and applicable Administrative Orders of the City shall be applicable to the employees within the bargaining unit

unless such plan, rule or orders have been specifically abrogated by the terms and conditions of this agreement. However, nothing in this Section or anything in this Agreement shall serve as a waiver of the Union's right to bargain concerning mandatory subjects of bargaining unless such waiver is explicit and unequivocal.

Section 6: LEGAL WORK RIGHT

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

Section 7: WORK UNIFORM INCLUDING PPE

A. The initial dress uniform: City will purchase the following items – uniform:

- New Hires:
 - One (1) Set of Turnout Gear – includes: Coat, Pants, Helmet, Boots, Gloves
 - One (1) S/S Class B Shirt (AKA Badge Shirt)
 - One (1) L/S Class B Shirt (AKA Badge Shirt)
 - One (1) Dress Uniform – includes: Suit Jacket, Shirt, Trousers, and Cap
 - Three (3) Polo Shirts
 - Three (3) Tac-lite/EMS Style pants – 5.11
 - One (1) Belt
 - Three (3) T-shirts
 - One (1) Pullover (AKA Job Shirt) – 5.11
 - One (1) Winter Jacket
 - One (1) Set of Sheets, Pillowcase, and Towel
 - One (1) Winter Cap
 - One (1) Ball Cap
 - One (1) pair of Boots
 - One (1) Hood
- Annually, in July, the city will exchange – (old for new) – any issued items of uniform that have been determined to need replacing.
- In the event a member's uniform is damaged during work, that item will be replaced as soon as practical at no cost to the member.

B. Daily Work Uniform consists of:

- T-shirt or Polo shirt
- Tac-lite/EMS style pants

- Pullover (AKA Job Shirt)
- Pair of approved boots
- Belt
- Members shall be permitted to purchase and wear crew sweatshirts as part of their daily work uniform in accordance with policy. (After 5pm Monday through Saturday and all-day Sunday.
- A Badge or Polo Style Shirt may be required to be worn when attending special functions, ceremonies, or events as deemed by the Director or his designee. It is acknowledged that badge shirts are not intended to be utilized as an everyday work shirt.

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

No full PPE training will take place when the temperature is 90 degrees Fahrenheit or higher.

Section 8: SECTION WORK ASSIGNMENTS

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

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

Employees are to be compensated for each section's work they are performing.

If an employee is being paid for section work, they must give the Director, Deputy Director, and/or Assistant Chief six months' notice to stop section work.

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

Section 9: TATTOOS

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

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

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

Section 10: FOOD ALLOWANCE

Each employee assigned to a 54-hour shift will receive an annual food allowance of one thousand one hundred (\$1100) dollars which will be paid in one lump sum in compensation paid on the first regular payroll after June 1. This will be prorated for employees who have been employed for less than one (1) year. Upon termination, an employee will receive a pro-rata share of the food allowance to which he would be entitled on the following June 1. Said food allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).

Section 11: MFR / EMT

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

Section 12: AUDIO RECORDING

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

Section 13: Residency

Members hired after July 1, 2024, shall be permitted to live anywhere outside of the City of Portage so long as said member(s) resides in Kalamazoo County or within any of the counties that directly border Kalamazoo County.

Section 14: Policy Implementation

Prior to the implementation of any change to SOGS, or rules of regulations, the City agrees to allow for the Battalion Chiefs to review with their shifts and provide feedback within 5 calendar days.

Section 15: Phone Stipends

Employees serving in the Battalion Chief positions of Training Officer and Deputy Fire Marshal will be eligible to receive a forty dollars (\$40) per month.

Section 16: Temporary Assignments

Temporary 40-hour assignments less than 30 days will not affect fringe benefits.

ARTICLE XVII – GRIEVANCE PROCEDURE

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

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

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

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

days after such a meeting. If the answer is mutually satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

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

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

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

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

Section 5: The Union representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent while attending grievance meetings as provided for in the grievance procedure or for time spent investigating grievances, so long as advance permission is requested as in the Section on 'Union Meetings'. The Union may select not to exceed two (2) members of the grievance committee to attend any meeting with the Employer for the purpose of processing grievances as was the practice at the beginning of the agreement.

ARTICLE XVIII – SUSPENSION AND DISMISSAL CASES

Section 1: In the event an employee under the jurisdiction of the Union shall receive a

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

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

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

Section 3: If an investigation into an incident(s) which may result in discipline to a member of the bargaining unit is initiated, the member(s) subject of the investigation must be notified in writing that they are being investigated, at the beginning of the investigation. This notice must be delivered by a Battalion Chief or higher. The investigation must commence within five (5) calendar days of the incident, or within five (5) days of the Employer becoming aware of the incident and conclude within thirty (30) calendar days whenever possible. If conclusion within 30 days is not possible, the Employer shall notify the Union of the reason for the extension of the investigation period, and how long the investigation is expected to continue. In all instances, the Employer shall keep the Union advised as to the status of the investigation.

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

Section 4: Any terminating employee shall be afforded the opportunity to continue a group health insurance policy providing for single employee or two-person coverage for the employee

and his spouse. The employee may elect from the policies offered by the City of Portage at the time of open enrollment. Insurance shall be provided in accordance with the terms and conditions of the policy selected and shall be at the City of Portage group rates.

ARTICLE XIX – 40-HOUR POSITION

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

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

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

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

Section 5: Food allowance for the position of 40-Hour employee will be hundred (\$400) dollars.

Section 6: Vacation time off is scheduled for the 40-Hour employee will be scheduled with the Assistant Chief – Fire Operations or his designee.

Section 7: For the position of a 40-Hour employee, the holidays will be as designated by the city.

- A. When a holiday falls on Saturday, the preceding Friday shall be an authorized holiday. When a holiday falls on a Sunday, the following Monday shall be an authorized holiday. The Christmas Eve Day and New Year's Eve Day (1/2 day) holidays can be reassigned as deemed appropriate by the City Manager.
- B. To be eligible for the holiday pay, an employee must be a 40-hour employee when the holiday occurs and must have worked all of his scheduled hours on the day before and the day after such holiday, unless the employee's absence on such days is due to the employee being on an approved compensable absence as otherwise provided for in these rules.
- C. One day's holiday pay for regular, full-time 40-hour employees shall equal eight (8) hours pay at an employee's straight-time hourly rate. When an employee is required to work on a holiday as listed above, the employee shall be paid the straight-time hourly rate for the hours so worked in addition to the eight (8) hours' holiday pay.

Where applicable, the overtime provisions contained herein shall apply.

- D. 40-hour employees will receive 24 hours of preference holiday time each fiscal year. Preference holiday hours are not eligible for carryover into future years. Preference holiday balances will be paid upon termination or resignation. Use of preference holiday hours shall be scheduled in accordance with Administrative Orders.
- E. In the event that the City Council shall approve an alternate holiday schedule for staff assigned to any division, such a schedule shall supersede the provisions contained herein.

Section 8: Firefighters will have the option to use 'Compensatory Time' in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Firefighters will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For approved elective training, firefighters will be compensated with compensatory time unless arranged otherwise with Fire Division Administration.

- Bargaining Unit members may accrue up to 120 hours of compensatory time (i.e., hours of time worked) at any one time.
- Any compensatory time off accrued over the maximum of one hundred twenty hours will be automatically paid out in the next pay period at the straight time rate of pay.
- Total accrued balances of compensatory time off (not to exceed 120 hours) will be paid at straight time rate of pay in the following circumstances:
 - Termination or resignation.
 - Retirement.
 - To the beneficiary, designated by the employee on the beneficiary form furnished by the city, in the event of death.
 - Upon written request to the Director of Public Safety and paid on and as a part of the normal paycheck issued on the next regularly scheduled payroll.
- The use of compensatory time will be handled in the same manner as vacation whereas time can only be used if the number of firefighters off does not exceed daily requirements.
- Compensatory time for each employee will be tracked in ADP and/or the online scheduling program.

Section 9: The 40-Hour employee shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date. Those hours may be accumulated to a maximum of 600 hours.

Section 10: Vacation time for the position of 40-Hour employee will be as follows; once the employee has completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

- A. When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure followed prior to the execution of this Agreement.
- B. Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of eighty (80) hours per year.
- C. Upon completion of four (4) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- D. Upon completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year.
- E. Upon completion of fourteen (14) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of one hundred eighty (180) hours per year.
- F. Upon completion of nineteen (19) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of two hundred (200) hours per year.

Section 11: The following 'Articles' and/or 'Sections' apply to the 40-Hour positions.

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

ARTICLE XX – DURATION

THIS AGREEMENT shall become effective as of the 1st day of July 2024, with all financial terms’ retro to July 1st, 2024 and shall remain in full force and effect until 12:01am the 1st day of July, 2027.

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

THIS AGREEMENT is signed on behalf of the respective parties this _____ day of _____, 2024.

LOCAL NO. 1467 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

Chip Everett
President, Local 1467

Patricia M. Randall
Mayor

Vice President, Local 1467

Erica Eklov, City Clerk

Secretary, Local 1467

Aaron Chase
Treasurer, Local 1467

APPENDIX A
Effective July 1, 2024

Bargaining Unit Wage Scale

<u>2024</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Battalion Chief	\$90,555.92					
Fire Capt. Acting	\$88,130.32					
Fire Capt.	\$86,513.25					
Fire LT	\$85,704.71					
Firefighter	\$54,732.67	\$59,959.91	\$65,183.30	\$70,410.55	\$75,648.99	\$80,853.50

Year Two of the Contract – 4.5% increase

<u>2025</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Battalion Chief	\$94,630.94					
Fire Capt. Acting	\$92,096.18					
Fire Capt.	\$90,406.35					
Fire LT	\$89,561.42					
Firefighter	\$57,195.64	\$62,658.11	\$68,116.55	\$73,579.02	\$79,053.19	\$84,491.91

Year 3 of the Contract – 3% increase or the same amount as the non-union annual increase, whichever is the higher of the two.

<u>2026</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Battalion Chief	\$97,469.86					
Fire Capt. Acting	\$94,859.07					
Fire Capt.	\$93,118.54					
Fire LT	\$92,248.26					
Firefighter	\$58,911.51	\$64,537.85	\$70,160.04	\$75,786.40	\$81,424.79	\$87,026.66

Section 1: The City and Local agree to the following:

- The current command structure of 3 Battalion Chiefs and 9 Captains will be altered to the following: Battalion Chiefs (3), Shift Captain (3), Captain/Lieutenant (6).
- Once the CBA is ratified by both parties, the City will run a promotional process for all then current Captains who are interested in promoting to the rank of Shift Captain. That process will follow the captain's promotional process listed in Article XIV of this CBA.
- Those Captains that elect to NOT participate in the promotional process for Shift Captain shall have until July 31st, or 30 days after City Council approval of this agreement (whichever is earliest) to make the following decision:
 - Option 1 - Choose to remain at the captain's rank and receive a pay rate of 7% above Firefighter (Step F) of the newly negotiated pay scale, or
 - Option 2 - Elect to assume the rank and pay scale of Lieutenant (6% above Step F of the Firefighter pay scale) voluntarily and receive a one-time lump-sum bonus of \$5,000.
- An existing Captain who chooses to compete for the rank of Shift Captain and is not promoted to that rank will be allowed to choose between Option 1 and Option 2 above, so long as they choose that option within 30 days of the Shift Captain promotions taking effect.
- The city agrees to develop a job description for the new Lieutenants classification that is subordinate to Captains, Shift Captains, and the Battalion Chiefs. The current Captain Job Description will be edited to reflect the difference between Captain and Shift Captain.
- Both parties agree that any future Captain vacancies shall be replaced by the rank of Lieutenant. Once this fully occurs, Shift Captains will be renamed to "Captain" and the 7% pay scale for Captains will be eliminated so that the new pay scale is the following:
 - Lieutenants: 6% above top firefighter base wage
 - Captains: 9% above top firefighter base wage
 - Battalion Chiefs: 12% above top firefighter base wage.

Section 2: Employees will move from one step to the next on their anniversary date of hire.

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

Section 3: When an employee is permanently promoted from one job classification covered by this agreement or is transferred from a classification not covered by this agreement to another he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which he is promoted which will result in a salary increase. On the anniversary of his transfer or promotion he shall be advanced to the next incremental step in the applicable salary range.

APPENDIX B

RETURN TO WORK FORM

Medical Authorization Report

Employee

Name: _____

Date: _____

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

Signing Physician or PAC

APPENDIX C

CITY OF PORTAGE, IAFF LOCAL 1467 DRUG AND ALCOHOL POLICY

I. PURUPOSE

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

II. COOPERATION

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

III. DEFINITIONS:

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

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

IV. CITY OF PORTAGE EMPLOYEE ASSISTANCE PROGRAM:

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

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

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

V. PRESCRIPTION DRUGS

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

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

VI. PROCEDURES FOR TESTING

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

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

VII. TESTING FOR REASONABLE SUSPICION

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

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

B. Preparation of Report

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

C. Review of Report

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

D. Demand for Testing

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

VIII. RANDOM TESTING

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

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

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

IX. TESTING PROCEDURES

A. Laboratory Selection

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

B. Obtaining Urine Samples

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

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

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

C. Processing Samples

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

D. Chain of Evidence/Storage

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

E. Drug and Alcohol Cut-Off Levels

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

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

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

X. EMPLOYEE ASSISTANCE AND DISCIPLINE:

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

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

XI. GRIEVANCE PROCEDURE:

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

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

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

XIII. UNION HELD HARMLESS:

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

APPENDIX D – DOCTOR’S NOTE

Date:

Practice Name:

Doctor’s Address:

Regarding Employee:

Date(s) of Absence:

This is to confirm that _____ underwent medical evaluation at my office. This is to certify that (he/she/they) is sufficiently recovered to return to work safely with no restrictions.

Sincerely,

Doctor/NP/PA Signature:

Doctor/NP/PA Printed Name:

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Kalamazoo County American Rescue Plan Act Funding

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer

ACTION RECOMMENDED: Authorize the City Manager to sign the "Intergovernmental Agreement for Provision of Disaster Relief Funds Following Tornado of May 7, 2024."

On May 21, 2024, the Kalamazoo County Board of Commissioners approved \$250,000 in American Rescue Plan Act (ARPA) financial assistance to the City of Portage for cleanup efforts related to the tornado of May 7, 2024. At this same meeting, the Board of Commissioners allocated \$150,000 to Pavilion Charter Township, \$130,000 to Texas Charter Township, and \$270,000 to United Way. The attached Agreement formalizes the ability of the City of Portage to receive the funding and commits the City of Portage to obligating the funds by December 31, 2024, and expending the funds no later than December 31, 2026. Specific uses of the funds are included in the agreement and include items such as debris removal, public infrastructure repair, etc. Therefore, it is recommended that City Council authorize the City Manager to sign the "Intergovernmental Agreement for Provision of Disaster Relief Funds Following Tornado of May 7, 2024."

FUNDING: Not Applicable

Attachments:

1. 5.23.24 ARPA Funding for Tornado Response-Recovery
2. Kalamazoo Intergovernmental Agreement for Disaster Relief Funds - City of Portage



MEDIA RELEASE

FOR IMMEDIATE RELEASE
05.23.2024

CONTACT:
Taylor Koopman, PIO
tpkoop@kalamazoo.org
269-383-8651

Kalamazoo County Board of Commissioners Allocates ARPA Funding for Tornado Disaster Recovery Efforts

KALAMAZOO, Mich. – The Kalamazoo County Board of Commissioners has taken swift action in response to the devastation caused by the tornado that struck on May 7, 2024. Allocating funds from the American Rescue Plan Act, the Board approved substantial financial assistance at their May 21 meeting to aid in the recovery efforts across the affected areas.

The allocation includes \$270,000 designated to [United Way](#) for disaster recovery assistance, as well as \$530,000 earmarked for relief and cleanup efforts in the aftermath of the recent tornadoes. These funds will be distributed strategically to maximize their impact and provide essential support to the communities in need.

"We understand the profound impact of the recent tornado on the lives of our residents," said Board Chair Tami Rey. "Our hearts go out to all those who have endured the trauma and loss caused by these devastating events. The allocation of ARPA funding underscores our unwavering commitment to supporting our community members as they navigate through this challenging time. We stand with them, offering financial assistance, compassion, and solidarity as we work together to rebuild and restore hope in the face of adversity."

In alignment with this commitment, the funds will be distributed as follows:

- \$250,000 to the City of Portage
- \$150,000 to Pavilion Charter Township
- \$130,000 to Texas Township

John Speeter, Pavilion Charter Township Supervisor, understands that the evening of Tuesday, May 7, changed the lives of many of the residents in Pavilion Charter Township.

"The historic damages incurred in areas in and around Pavilion Estates Mobile Home Park resulted in many unexpected emergency service costs. The Township is most appreciative of Kalamazoo County's prompt response and offer of financial assistance," he said.

Erik Wilson, Texas Township Superintendent, expressed gratitude for the collaborative efforts and support received from various stakeholders.

"Texas Township is appreciative of the collaborative efforts of all our local, state, and federal stakeholders, as well as the volunteers that have come forward to help," Wilson said. "The Kalamazoo County Board of Commissioners' contribution will help provide much-needed financial support in our community's recovery efforts."

Pat McGinnis, City Manager for Portage, also recognized the significance of this support in easing their recovery process.

"Portage is grateful for the compassion shown by our County leaders," he said. "It is going to be a rough recovery, but the support provided by Kalamazoo County will make it less burdensome on the people of Portage."

The Board also recognizes the importance of assisting residents who may not be eligible for support through the United Way. As such, they are actively exploring additional avenues to extend aid to all individuals impacted by the tornado.

###

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF
DISASTER RELIEF FUNDS FOLLOWING TORNADO OF MAY 7, 2024**

THIS INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF DISASTER RELIEF FUNDS FOLLOWING TORNADO OF MAY 7, 2024 (hereinafter referred to as the “Agreement”) made and entered into on this 18th day of June 2024, by and between the **COUNTY OF KALAMAZOO**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”) and the City of Portage, a municipal corporation of the State of Michigan (hereinafter referred to as the “Unit of Local Government”).

WITNESSETH:

WHEREAS, the County and Unit of Local Government desire to respond to the disaster of May 7, 2024, which had a substantial impact on reside of the County and Unit of Local Government; and

WHEREAS, on that date, one or more tornados touched down in Kalamazoo County and the Unit of Local Government, causing substantial damage to property and peoples lives and livelihoods; and

WHEREAS, the Unit of Local Government wishes to contribute to disaster relief by providing matching funds equal to the County’s investment, and has identified finances in its operating budget for this purpose; and

WHEREAS, the parties may enter this Agreement pursuant to MCL 124.501, et seq.; and

WHEREAS, the parties desire to enter in to this Agreement to memorialize the parties’ understanding of their financial and other obligations.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. Agreement Term. This Agreement shall go into effect, and performance thereon shall commence on complete execution. **All funds shall be obligated no later than December 31, 2024, and all funds shall be expended no later than December 31, 2026.**

2. County ARPA Funding. The County will provide up to \$ 250,000.00 to the Unit of Local Government using “Revenue Replacement” funds provided under the American Rescue Plan Act (“ARPA”) categorized as Expenditure Category 6.1. Payment will be made as set forth in Section 4 herein.

In the event that the funds granted in this Agreement or any portion thereof are found to be unauthorized by the laws of the State or United States, the Uniform Guidance, or in any future

audit of the County, the Contractor shall reimburse the County for all such funds found to be unauthorized.

3. Responsibility of the Unit of Local Government. The Unit of Local Government will be responsible for:

- A. Administering the disaster relief funds;
- B. Matching the County's contribution in an equal amount, i.e., a one-for-one basis, up to the cap in Section 2 ("Matching Funds").
- C. Providing evidence of expenditures to the County. Such evidence MUST be for an eligible emergency relief purpose, as approved by the County Administrator/Controller, including the following:
 - Debris removal
 - Public infrastructure repair
 - Increased operational costs
 - Home repairs for primary residences not covered by insurance that have become uninhabitable
 - Transportation and pre-positioning equipment and resources
 - Firefighting
 - Supplies and commodities
 - Medical care and transport
 - Demolition of structures
 - Search and rescue to locate survivors, household pets and service animals
 - Use or lease of temporary generators for facilities that provide essential community services
 - Dissemination of information to the public to provide warnings and guidance about health and safety hazards
 - Searching to locate and recover human remains
 - Storage and interment of unidentified human remains
 - Mass mortuary services
 - Emergency repairs necessary to prevent further damages
 - Buttressing, shoring or bracing facilities to stabilize them or prevent collapse
 - Emergency slope stabilization
 - Mold remediation
 - Extracting water and clearing mud, silt, or other accumulated debris
 - Taking actions to save the lives of animals

4. Compensation. The Unit of Local Government shall invoice the County and the County shall pay the Unit of Local Government those expenses it approves on a reimbursement basis. It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Unit of Local Government under this Agreement exceed the sum in Section 2 herein.

Payment of compensation for sums due Contractor shall be subject to the following:

- A. Each invoice will be accompanied with evidence of the expenditure of an equal or greater amount of Matching Funds.
- B. The Unit of Local Government submitting an invoice to the County's designee, unless otherwise advised, that is itemized, detailing at a services rendered, dates of services, hourly rates, invoice number, and remittance address. The invoice should have supporting documentation, e.g., contracts or invoices paid by Unit of Local Government.
- C. If approved, payment will be made within thirty (30) days following receipt of invoice.
- D. The County shall notify the Unit of Local Government of any adjustments that may be required to invoices.
- E. Invoices shall only be issued by the Unit of Local Government. Invoices by any parties other than the Unit of Local Government shall be rejected.
- F. Payments will only be issued to the Unit of Local Government.

Notwithstanding the above, the Unit of Local Government may request from the County, if it deems it expedient, some portion of the funds to be advanced prior to expenditure. Such a request shall be made directly to the County Administrator/Controller, who can approve or disapprove the request at their sole discretion. If payments are made in advance, the payment shall be made within thirty (30) days after the County receives the request. Supporting documentation, reports, and evidence of expenditure of Matching Funds will be provided to the County within thirty (30) days of the funds having been spent. Funds spent without support or for ineligible purposes must be remitted to the County upon request.

5. Expenditure and Receipt Reports. The Unit of Local Government shall prepare and submit expenditure and receipt reports as requested by the County. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County. Information regarding the number of beneficiaries of assistance shall be included. This requirement may be waived by the County if it determines that it has already been provided adequate supporting documentation. In the event the County furnishes forms for any of the reports required under this Agreement, such forms shall be used by the Unit of Local Government.

6. Maintenance of Records. The Unit of Local Government shall keep and maintain records covering persons served, the services rendered and expenditures made pursuant to this Agreement for three (3) years after termination of this Agreement or until a final audit has been performed, whichever occurs later. In the event an audit has not been performed within said three (3) year period, the Unit of Local Government shall notify the County in writing and request such an audit or permission to dispose of the records.

7. **Liability.**

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Unit of Local Government in the performance of this Agreement shall be the responsibility of the Unit of Local Government, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Unit of Local Government, anyone directly or indirectly employed by the Unit of Local Government, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Unit of Local Government or its employees by statutes or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Unit of Local Government if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Unit of Local Government in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Unit of Local Government in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Unit of Local Government or their employees, respectively, as provided by statute or court decisions.
- D. Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by either the County, its agencies, elected or appointed officers, and employees or the Unit of Local Government, and its agencies, elected or appointed officers and employees.

8. **Nondiscrimination.** The parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

9. **Compliance with the Law.** The parties hereto mutually agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in performing their obligations pursuant to the Agreement.

10. **Venue.** This Agreement is governed by Michigan Law. Any and all suits for any breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the State of Michigan pursuant to applicable statutes and court rules.

11. **Waivers.** No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege.

12. **Modification of Agreement.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

13. **Assignment or Subcontracting.** The Parties to the Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement, except for the County's existing contractual relationship with Cherryland Electric Cooperative for this Project.

14. **Disregarding Titles.** The titles of the sections set for this Agreement are inserted for the convenience of reference only and shall not be disregarded when construing or interpreting any of the provisions of this Agreement.

15. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or binding any of the parties hereto.

16. **Non-beneficiary Contract.** Nothing in this Agreement is intended to nor shall be construed as creating a right for any third-party to the Agreement.

17. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of the Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

18. **Certification of Authority to Sign Agreement.** The person signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that said parties have authorized this Agreement.

[Signature page to follow]

IN WITNESS THEREOF, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

**COUNTY OF KALAMAZOO
BOARD OF COMMISSIONERS**

, Chairperson

Date

UNIT OF LOCAL GOVERNMENT

City Manager/Township Supervisor

Date

**APPROVED AS TO FORM FOR COUNTY OF KALAMAZOO:
COHL, STOKER & TOSKEY, P.C.**

By: Donald J. Kulhanek

On: June 4, 2024

N:\Client\Kalamazoo\Agrrs\American Rescue Plan\Disaster Relief\Kalamazoo Intergovernmental Agreement for Disaster Relief Funds Template (approved by CST).docx

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Appoint Josh Suarez to the Park Board

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Appoint Josh Suarez to the Park Board to a term ending October 1, 2025.

The Park Board is a nine-member board appointed by the City Council to advise the council regarding the provision of adequate park and recreation programs and facilities for the broadest enjoyment of all city residents.

Following a resignation in April 2024, the Park Board currently has eight members. Josh Suarez attended the Special Meeting for board and commission interviews on May 28, 2024, and expressed interest in serving on the Park Board. It is therefore recommended that City Council appoint Josh Suarez to the Park Board to a term ending October 1, 2025.

FUNDING: N/A

Attachments: 1. Suarez App

Board and Commission Application (Rev. 10/2023)

Name	Josh Suarez
Date of Birth	09/25/1982
Street Address	6650 Edgefield
Zip Code	49024
Mailing Address (if different)	6650 Edgefield
Phone Number	[REDACTED]
Email	[REDACTED]
Preferred Contact Method	Email
Current Occupation	Electrician
Education	4 years criminal justice
Volunteer Experience	No significant volunteer experiences

Important Public Records Information

All information submitted in this application is public information and subject to disclosure to a public records request made pursuant to the Freedom of Information Act (FOIA).

Acknowledgement

I understand that appointment to a City of Portage Board or Commission requires attendance at all board meetings. Members with three (3) unexcused absences will be referred to the City Council for review and possible dismissal.

Electronic Signature Agreement	I agree.
Electronic Signature	Joshua Suarez

Date 03-13-2024

Boards and Commissions

Please review the desired qualifications for each board and commission. Rank your preferred boards by first, second, and third, and include a brief summary as to what experience or professional credentials you would bring as a member.

Preferred Board or Commission

Construction Board of Appeals

What do you believe you could bring to your first choice of board/commission?

The last five years, i have spent in the construction industry as an electrical apprentice employed with the IBEW Local 131. During this time i have obtained many skills (OSHA 30, blueprint reading, electrical theory) that would support my opinions and knowledge on the Construction board of appeals.

Second Choice of Board or Commission

Planning Commission

What do you believe you could bring to your second choice of board/commission?

I have always considered myself a forward thinking individual. I have lived in Portage all my life and have seen many changes throughout the city. Some changes i feel could be improved to support the future growth of Portage. With that being said, i feel I could bring value to the planning of our growing city.

Third Choice of Board or Commission

N/A

Minutes of Boards & Commissions

City of Portage
Historic District Commission
Meeting Minutes
Wednesday May 1 at 8:30 AM
City Hall Council Chambers Conference Room

Start of Meeting: 8:39AM *No quorum so business postponed to next meeting*

Members Present: Martha Deming-Maytnier, Carol Dunleavy-Chandler, and Steve Rice

Members Absent: Becky Lopez (excused), Katie VanLonkhuyzen (excused), Nick Meyle (excused), Suzanne M. Nemeth (unexcused), and RJ Batas (unexcused)

Staff: Alex Johnson, City Planner/Project Manager

Announcements

1. Staff update: 5720 Oakland Drive barn collapse walkthrough update.

Staff presented information about the site visit conducted on Tuesday April 23rd with Mick Lynch of American Hydrogeology (a historic property owner/restorer) and the owner of the barn's brother, including next steps of Mick salvaging the materials.

2. Special Meeting for 5260 Angling Road Proposal

Staff gave a brief introduction to newly proposed projects at 5260 Angling Rd. A special HDC meeting will be held in the last two weeks of May for preliminary meeting with applicant to get direction. Applicant can then provide acceptable plans for the HDC to vote on for the June 5th meeting.

New Business

None.

Citizen Comments

None.

Member Comments

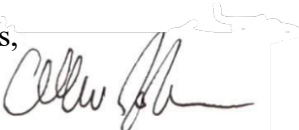
Staff informed the commission of MHPN.org/workshops, including the upcoming one on May 23rd.

The commission discussed event opportunities to raise awareness for the commission and Portage's historical properties and creating a yearly 'theme' to structure the events/presentations/literature around. They noted that the senior center would be a great place for events, and to talk to Steve Rossio from the library and Steve Ellis from Southwest Michigan Spark Publication for assistance.

Adjournment

There being no further comments. The meeting ended at 9:22 AM

Regards,



Alex Johnson, MURP
City Planner/Project Manager

City of Portage
Historic District Commission
Meeting Minutes
Tuesday May 21, 2024 at 8:30 AM
City Hall Conference Room 1

Meeting Called to Order: 8:35 AM Chair VanLonkhuyzen called the meeting to order.

Members Present: Katie VanLonkhuyzen, Martha Deming-Maytnier, Carol Dunleavy-Chandler, Steve Rice, Suzanne M. Nemeth, and Becky Lopez

Members Absent: Nick Meyle (excused), RJ Batas (not excused)

Staff: Alex Johnson, City Planner/Project Manager

Approval of Minutes: April 3, 2024

Carol Dunleavy-Chandler made the motion, seconded by Suzanne M. Nemeth, to approve the April 3, 2024, meeting minutes as submitted; motion approved 6-0.

New Business:

1. 5260 Angling Road; Discussion on new proposal for removing deteriorating shed, constructing a new shed, and constructing an Accessory Dwelling Unit.

The applicant, Laura Gherardi, presented a description of the project, including background and proposed buildings, and then asked for guidance from the HDC on the proposal. A few clarifying questions were asked regarding the location, size, and conditions the applicant would like to follow. The applicant states that she would like the new shed to be the same size and location as the old shed; she wants all buildings to match at an appropriate cost.

Discussion was had regarding whether the shed is original, or just old – the most important factor for determining the demolition approval. The decision the Commission came to was that the shed was not original, but just old. Due to the shed not being original, current lack of contribution to the property, and could be classified as highly modified, the applicant should look to the house for similar old characteristics to give direction on components. The applicant stated that the builder she is working with has worked on historical properties in Kalamazoo.

Due to previous changes made to the exterior of the main residence, the Commission agreed that it's not important for the buildings to be the exact same, but more cohesive – built in similar style, including roofline, windows, and shaping. Most of the Commissioners agreed that turning the shed around and having the gable facing the road would preserve the character of the property and create a symmetry. The HDC would recommend using materials that were available during that time period, such as wood or metal, instead of vinyl or plastic.

Chair VanLonkhuyzen stated that the less details incorporated into the shed, the better. Streamlining the details and stripping some of the “modern” interpretation details – outbuildings wouldn't have details in the shutters and window boxes, would help preserve the character of the property.

The applicant states that she would like to use the same materials as the house – which would all match the buildings together. Chair VanLonkhuyzen stated that doing outbuilding in vinyl would probably be fine, as the main house is vinyl as well.

Commissioners Rice and Deming- Maytnier informed the applicant that Michigan is raising limits on tax incentives for future help on main house or other historical property.

After discussion regarding the shed, there was consensus that it would be able to be demolished, and a new shed, with official approval from the HDC, will be able to be placed where the old shed was. Regarding the Accessory Dwelling Unit (ADU), the Commission generally thought it was a great idea, and a good match for the house.

The applicant shared long term goals with an importance on the multigenerational concept of using this house for a long time, which the Commission really appreciated, because of the fact that it harkens back to original family style living.

Announcements

1. Staff update: 5720 Oakland Drive barn collapse walkthrough update

Staff presented information about the site visit conducted on Tuesday April 23rd with Mick Lynch of American Hydrogeology (a historic property owner/restorer) and the owner of the barn's brother, including next steps of Mick salvaging the materials.

Unfinished Business

1. Annual HDC Goals & Objectives Discussion and Approval

Discussion was had regarding the disconnect between City Council and their own commissions/goals.

The Commission determined that the Goals and Objectives list should be prioritized to what can be accomplished this year. The HDC needs more time to review goals and objectives for next year, therefore voting is planned to happen at the June 5th meeting.

Citizen Comments

None.

Member Comments

None.

Adjournment

There being no further comments or business, Chair VanLonkhuyzen adjourned the meeting at 9:52 AM.

Regards,

A handwritten signature in black ink, appearing to read 'Alex Johnson', is written over a faint, light-colored outline of the state of California.

Alex Johnson, MURP

City Planner/Project Manager

Portage Park Board Meeting Minutes

May 1, 2024

Board Present: Tara Gish – Chair, Dawn Smith – Vice Chair, Elanor Riley – Secretary, Angelique McGuire – Treasurer, Tim Young, Jen Gomes, Tara Barber, Ainsley Boes – Youth Advisory Committee Representative

Board Absent (Excused): Josh Piotter

Board Absent (Unexcused):

Guests: Kathleen Hoyle – Director of Parks and Recreation

Meeting was called to order at 6:35 PM by Chair Gish

I. INTRODUCTION OF GUESTS

1. Barbie Dunn - Events Manager, Parks & Recreation

II. APPROVAL OF AGENDA

1. Motion to approve by Smith
2. Second by Gomes
3. Motion passes

III. APPROVAL OF APRIL PARK BOARD MEETING MINUTES

1. Motion to approve by Riley
2. Second by Gomes
3. Discussion - from prior citizen questions & feedback about invasive species, McGuire asked if Portage has a committee similar to what the citizen mentioned about Kalamazoo re: invasive species. Hoyle responded that the city has a contractor they work with to monitor and remove invasive species when possible.
4. Motion passes

IV. RECEIPT OF JANUARY ART COMMITTEE NOTES

1. Minutes are in the packet and will be filed as received

V. NEW BUSINESS

1. Financial Report – McGuire
 - a. Top 5 items for funding
 - i. Garlic Mustard Pull
 - ii. Cookouts / Picnics
 - iii. Monster Mash Candy (tentative)
 - iv. Park Passport (tentative)
 - v. Mr. Crispy stickers (tentative)
2. Park Department Report – Hoyle
 - a. Farmers Market opening Sunday. More vendors than spots (lots of interest)
 - b. First Friday @ the Flats May 24th (also Art in the Park)
 - c. Ramona beach will open at the end of may
 - d. Programs are well participated; pickle ball filled in 5 hours + waiting list

- e. Approval for east central trail should start within month
- f. Approval for Lakeview Park construction
- g. Approval for Lexington Green construction, with modified plans
- h. Austin Lake trail is progressing w/ grant applications
- 3. Bicycle Advisory Committee Update – Bike Representative
 - a. Next meeting next week
- 4. Portage Arts Committee Update – Hoyle
 - a. Next meeting on or around May 22
- 5. Youth Advisory Committee Update – YAC Representative
 - a. Green-a-thon this sunday at Farmers Market.
 - b. Give away tree saplings & composting instruction
- 6. Portage Parks Foundation Report – Gish
 - a. Next meeting next week
- 7. Individual Park Reports – As assigned
 - a. Gomes went to Central Park - citizens asked about the play structure and the musical section, which appears to be interactive but is not interactive. Hoyle isn't sure but will check.
 - b. McGuire ice skated at the park over the winter and asked if the parks could offer helmet rental. Park can put up signage suggesting helmet use.
- 8. Subcommittee Reports
 - a. Picnic in the Park – Westfield (May 9) Riley/Smith
 - i. Board members reviewed plans for the picnic including a list of supplies for rangers and items required for purchase.
 - ii. Items will be purchased over the weekend in preparation for the event.
 - b. Breakfast in the Park – Ramona (June 22) Barber/Riley/Smith
 - i. Board members reviewed postcard designs and approved the more colorful design by acclimation
 - ii. Motion to approve up to \$300 for purchase of additional food and supplies by Riley
 - Second by Smith
 - Motion passes
 - c. Oktoberfest (September 14) Gish
 - i. Nothing to report at this time
 - d. Monster Mash (October 19) Young
 - i. Nothing to report at this time
 - e. Traditional Holiday (December 7) Riley
 - i. Nothing to report at this time
- 9. Approval of funds for Garlic Mustard Pull (\$400) – Gish
 - a. Motion by Riley
 - b. Second by Smith
 - c. Motion passes

VI. SUMMARY ACTIVITY

1. Board members reviewed summary activity

VII. COMMENTS FROM BOARD MEMBERS

1. Board presentation of goals to council will be pushed back to June

Meeting adjourned at 7:32 pm

Next meeting is on June 5, 2024 at Celery Flats

Respectfully Submitted,

Elanor Riley

Park Board Secretary

CITY OF PORTAGE

Park Board

7900 South Westnedge Avenue, Portage, MI 49002

Date: March 6, 2024

RE: Proposed Park Board Goals for FY 2024-25

Honorable Mayor and City Council:

During the March 6, 2024 meeting, the Portage Park Board recommended the following 2024-25 fiscal year goals for council consideration:

1. Assist and advise the Portage Parks Foundation in pursuit of their goals and fundraising efforts in alignment with the goals of the Portage Parks and Recreation Department.
2. Continue partnership with the Bike Advisory Committee on their "Move Portage" bike friendly business program and advance their mission of bringing cycling education, safety, and community advocacy to the Portage Parks and Recreation Department's events.
3. Support the Portage Arts Committee to further the development of public cultural art projects, art education, and artist entrepreneurship.
4. Work with the Youth Advisory Committee to promote youth-related functions in Portage city parks.
5. Continue to assist the Portage Parks and Recreation Department with events including Farmer's Market Bike Valet, Monster Mash, the Traditional Holiday Tree Lighting Ceremony, and other events as needed.
6. Work with the Parks and Recreation Department to investigate new recreational and cultural programming for Portage city parks.
7. Collaborate with the Environmental Board to investigate opportunities to address invasive species challenges and educational opportunities in Portage city parks.
8. Advise the City Council in areas/subjects under the purview of the Park Board.
9. Present an annual verbal report and recommend goals to the City Council.

Sincerely,

Tara R, Gish, Chairperson
City of Portage Park Board

BIKE ADVISORY COMMITTEE

7900 South Westnedge Avenue, Portage, MI 49002

Date: June 4, 2024

RE: Proposed Bicycle Committee Goals for FY 2024/25

During the June 4, 2024 meeting, the Portage Bike Committee recommended the following goals for Portage Park Advisory Board consideration:

1. Provide input for trails, bikeway connectivity, and on-street cycling for safe cycling to school, work, and public places for consideration in the Bike Infrastructure Master Plan.
2. Expand the number of businesses participating in the "Move Portage" bike friendly business program to promote a bike friendly culture and increase ridership in Portage.
3. Generate and implement ideas to increase bike commuting in Portage, including increased awareness and availability of bike parking and bike facilities, such as the bike rental and at the Farmer's Market, and advocacy of ordinances for new developments to add bicycle amenities including bike racks.
4. Improve regional cooperation and collaboration on cycling.
5. Promote education of laws, routes, and riding safety to the public, especially area youth and disabled/disadvantaged populations with new programs, information distribution, and community advocacy at Parks Department events.
6. Assist the Portage Parks Department in implementing bicycle programs and educational activities including a new regional cycling event.
7. Increase the City of Portage "People for Bikes" ranking by encouraging citizens to fill out the Community Survey to increase Bikeability awareness for the city.
(<https://cityratings.peopleforbikes.org/cities/portage-mi>)
8. Assist the Parks Department with efforts to obtain Gold Level with the League of American Bicyclists Bike Friendly Community Award.
9. Advise the Portage Parks Advisory Board in areas/subjects of cycling.

Sincerely,

Dick Hewitt, Chairperson
City of Portage Bicycle Committee