



BRIDGMAN CITY COUNCIL

WORKSHOP AGENDA

Monday, December 4, 2017 at 6:30 PM

City Hall, 9765 Maple Street, Bridgman, MI 49106

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Hearing of Citizens**
- 5. Approve/Amend Agenda** for December 4, 2017
- 6. Action Items**
 - A. Approve meeting minutes of the November 20, 2017 regular meeting.
 - B. Approve bills in the amount of \$71,053.83.
 - C. Consideration of an Employment Agreement between the City of Bridgman and Daniel Unruh as Chief of Police.
- 7. Workshop Discussion Items**
- 8. Hearing of Citizens**
- 9. Council Comments**
- 10. Adjournment**



Public Participation Rules and Procedures

**These Public Participation Rules and Procedures will be posted
in a visible location within the City Council Chambers**

- **During Hearing of Citizens persons wishing to address the City Council will be asked to state their name and location of residence, but will not be required to furnish that information if they wish to remain anonymous.**
- **Speakers will be expected to address the City Council from a lectern.**
- **Public comments will be limited to three (3) minutes per speaker.**
- **Speakers will receive notification when thirty (30) seconds remain during their allotted public comment time.**
- **Persons may address the City Council for a second time after all others wishing to address the Council have had an opportunity to speak.**
- **The City Council will acknowledge speakers after each public comment.**

CITY COUNCIL REPORT

ACTION ITEM

Date: December 4, 2017

Subject: Approval of the November 20, 2017 minutes.

A

Background:

None

Policy Question:

Should the City Council approve the minutes of the November 20, 2017 meeting?

Budget Impact:

None

Recommendation:

The City Manager recommends that the City Council approve the minutes of the November 20, 2017 meeting.

Supporting Documents:

1. November 20, 2017 meeting minutes.

Prepared By: Allyson Holm, City Clerk

Submitted By: Juan Ganum, City Manager

**BRIDGMAN CITY COUNCIL
REGULAR MEETING
NOVEMBER 20, 2017
6:30 PM**

The regular meeting of the Bridgman City Council was held on November 20, 2017 at Bridgman City Hall, 9765 Maple Street, Bridgman, Michigan and called to order by Mayor Anderson at 6:30 p.m.

COUNCIL PRESENT: Robert Liskey, Georgia Gipson, Hannah Anderson, Rick Fuller, Ken High

COUNCIL ABSENT: Vince Rose, Jim Catania arrived at 6:38 p.m.

STAFF PRESENT: City Manager Ganum, City Clerk Holm, Attorney Senica, Police Chief Unruh, Treasurer Lambrix, Water/Sewer Superintendent Kading, Fire Chief Buist

Pledge of Allegiance was led by council.

HEARING OF CITIZENS:

No one wished to be heard.

APPROVE/AMEND THE AGENDA:

Motion by Council Member High, supported by Council Member Gipson to approve the agenda as presented, **motion carried unanimously.**

ACTION ITEMS:

Motion by Council Member High, seconded by Council Member Fuller to approve the November 6, 2017 regular meeting minutes, **motion carried unanimously.**

Motion by Council Member High, seconded by Council Member Fuller to approve the bills in the amount of \$85,990.68, **motion carried unanimously.**

Motion by Council Member Gipson, seconded by Council Member High to reappoint Suzy Barnes and Beth McNeil to the Greater Bridgman Area Chamber and Growth Alliance for a three (3) year term ending December 2020, **motion carried unanimously.**

WORKSHOP DISCUSSION ITEMS:

Resolving the Sewer Fund obligation to the General Fund.

Ganum went over information that was presented at the last council meeting which shows the \$713,000 sewer deficit due to the General Fund, and options council has to resolve this. It was the consensus of the council to present more information tonight on assessing the garbage fee.

Council Member Catania arrived at 6:38 p.m.

Ganum presented a chart showing what local municipalities offer for garbage service, the monthly charges, and if they pass along the cost to the residents. Attorney Senica explained the process the city must take to be able to put the garbage fees on the taxes. A special assessment would be needed, creating a district which would be citywide. This process includes publishing the notice twice in a local newspaper, along with holding a public hearing to allow the residents a chance to speak on the matter.

She explained an administration fee can be added to the charge that is reasonable, but not excessive. The council discussed the information presented. Ganum will put an article in the next Bridgman Buzz Newsletter to inform the residents what the city is considering. No decision will be made tonight.

A review of the Park Fund, including the boat ramp.

Ganum presented a chart of the park fund from 2010 to 2017. The revenue line did go up the last two years due to the park passes and daily rates being increased. There is a backlog of repairs and improvements that need to be done in the city parks. Some examples include upgrading Toth Park playground equipment, installing air conditioning in the beach house, updates in the campground, and several capital expense projects. Ganum then presented information on the boat launch. Several pictures were shown and a chart of revenues and expenditures from 2013 to 2017 was presented. The chart shows the boat launch has been consistently losing money over the years. Council would like more information on how many of the 59 season passes this year were city residents. There are also safety factors with the boat launch being right on the lake. The council discussed at length the possibility of closing the boat launch, or what changes would be needed to keep it open. Attorney Senica pointed out the liability factors the boat launch has. She stated there would need to be a significant amount of money put into the launch to make it safe. No decision will be made tonight. More information will be presented for council to discuss further.

HEARING OF CITIZENS:

- Bryon Granke, located at 10013 Church St. is not in favor of the city putting the garbage service charges on the taxes. If the cost will be on the resident, then the resident should be able to choose who they want service from. The sewer fund debt is from years ago and should be wiped clean. Water and sewer is a public utility, whereas garbage is a private deal. He thinks one way to save money is combining our Fire Department with Baroda-Lake.
- Kyle Knecht, 4369 Vine St. agrees with Granke. It looks like the city is going to charge the residents more money when passing off the garbage fees. He feels the boat launch could have an easy fix installing 9ft deep concrete pilings and thinks most of the visitors at Weko are from Chicago.

COUNCIL COMMENTS:

- Member Fuller would like to see the citizen recognition program that was brought up at the last meeting by a resident moved forward. He would like to close a block of Lake Street downtown for the Holiday Village celebration on December 16th for the duration of that event. Merchants can get involved and have that area set aside for a flash party.
- Mayor Anderson would like to put the citizen recognition program on the next workshop meeting agenda, so council can discuss. She is ok with closing the one block of Lake Street for the Holiday Village, and suggested Fuller coordinate with the CGA. The city will coordinate with the Police Department and the Street Department for the road closure.

ADJOURNMENT

Motion by Council Member Catania, seconded by Council Member Gipson to adjourn the meeting at 7:51 p.m., **motion carried unanimously.**

Hannah Anderson, Mayor

Allyson Holm, City Clerk

CITY COUNCIL REPORT

ACTION ITEM

Date: December 4, 2017

Subject: Approval of the bills in the amount of \$71,053.83.

B

Background:

None

Policy Question:

Should the City Council approve the bills in the amount of \$71,053.83?

Budget Impact:

The City's expenses are tracking within budgeted range at this point within the budget year (month 6).

Recommendation:

The City Manager recommends that the City Council approve the bills in the amount of \$71,053.83.

Supporting Documents:

1. List of current bills.

Prepared By: Allyson Holm, City Clerk

Submitted By: Juan Ganum, City Manager

Vendor Name	Invoice Description	Invoice Amount
AJ HARDWARE	MISC PARK/STREET SUPPLIES	\$99.82
ALL-PHASE ELECTRIC SUPPLY C	DRI-BOX COVERS ELEC. OUTLETS ON LAKE STREET	\$90.44
ARCADIA GARDENS, LLC	11 HOLIDAY WINTER POTS ALONG LAKE STREET	\$1,200.00
BASINGER, CHARLES	ELECTRICAL INSPECTOR PAY	\$188.00
BERRIEN COUNTY TREASURER	JAIL WORKCREW - SEPTEMBER 2017	\$720.00
BRANDON JOHNSON	REISSUE CHECK# 52007 - CHECK LOST	\$25.00
BRIDGMAN PUBLIC LIBRARY	DEL PP PRIOR YEARS	\$49.65
BRYANS AUTOMOTIVE	INSTALL SNOW TIRES - 2014 PD INTERCEPTOR	\$100.73
CINTAS	FIRST AID SUPPLIES - STREET/FIRE DEPARTMENTS	\$109.28
COMCAST CABLE COMMUNICATIONS	WATER PLANT INTERNET	\$102.57
CR LAWN SERVICE	LEAF PICK-UP WEST OF RED ARROW 11-13-17	\$1,330.00
	LEAF PICK-UP WEST SIDE OF RED ARROW 11-20-17	\$1,260.00
		\$2,590.00
DEPARTMENT OF ENVIRONMENTAL Q	RENEW OPERATOR CERTIFICATION - MOTT	\$95.00
	WATER SUPPLY ANNUAL FEE	\$1,291.55
		\$1,386.55
EDUCATION & TRAINING SERVICES	SUPERVISORY TRAINING PROGRAM - KADING	\$499.00
EUROFINS EATON ANALYTICAL	WATER SAMPLE TESTING	\$30.00
GRSD SEWER AUTHORITY	OPERATING RESERVE - OCTOBER 2017	\$48,801.86

Vendor Name	Invoice Description	Invoice Amount
HERALD PALLADIUM	PUBLISH ZBA MEMBER VACANCY	\$113.85
KENNETH HELM	REISSUE CHECK# 51384 - CHECK LOST	\$13.21
MEDIC 1	AMBULANCE SERVICE - DECEMBER 2017	\$2,455.17
MICHIGAN ASSOCIATION OF CLERKS	MAMC MEMBERSHIP 2018 DUES - HOLM	\$60.00
MICHIGAN STATE FIREMEN'S ASSOC	2018 DEPARTMENT MEMBERSHIP	\$75.00
PC CONSULTANTS, INC.	ANTI-VIRUS COMPUTER PROTECTION - 3 YRS	\$410.21
SBF ENTERPRISES	POSTAGE FOR WINTER TAXES	\$115.59
SENICA, SARA A.	ATTORNEY FEES	\$835.00
STAPLES CREDIT PLAN	MISC. OFFICE SUPPLIES	\$95.37
SUPERFLEET MASTERCARD PROGRAM	GAS FOR ALL DEPARTMENTS	\$1,318.63
SWANK UNIFORM RENTAL	UNIFORMS - WATER/STREET DEPARTMENTS	\$47.10
	UNIFORMS - WATER DEPARTMENT	\$16.00
	UNIFORMS - WATER/STREET DEPARTMENTS	\$47.10
	UNIFORMS - WATER DEPARTMENT	\$16.00
	MATS FOR CITY HALL	\$85.34
		\$211.54
VERIZON WIRELESS	PD SQUAD WIFI /CITY HALL CELLPHONE	\$125.13
VISA	CITY CREDIT CARDS - ALL DEPARTMENTS	\$4,289.13
WIGHTMAN & ASSOC., INC.	BALDWIN ROAD LIFT STATION IMPROVEMENTS	\$4,873.23
ZBATTERY		

Vendor Name	Invoice Description	Invoice Amount
	BATTERY FOR JUMP PACK	\$57.99
	SHOP SUPPLIES	\$11.88
		\$69.87
	Total:	\$71,053.83

CITY COUNCIL REPORT

ACTION ITEM

Date: December 4, 2017

Subject: Employment Agreement between the City of Bridgman and Daniel Unruh as Chief of Police

C

Background:

One of the City Manager's duties is to manage the department heads for each of the City's departments. The City Manager has determined that it would be in the best interests of the City of Bridgman to maintain the leadership of the Police Department by offering an employment agreement to Daniel Unruh as Chief of Police. Chief Unruh has served the City for about four years and has proven himself to be a dedicated and highly effective manager of the Police Department. The City Manager hopes to have Chief Unruh continue in his capacity as Police Chief until he is eligible for the City's pension plan in approximately 6 years.

An agreement has been crafted using examples from other communities and tailored to meet the specific needs and operational models of the City of Bridgman. The Agreement outlines duties, hours of work, compensation, dues and subscriptions, use of city automobile and city smart phone, professional development, indemnification, death during term of employment, discipline or discharge and benefits. The City's legal counsel has reviewed the Agreement.

Policy Question:

Should the City Council approve an employment agreement between the City of Bridgman and Daniel Unruh as Chief of Police?

Budget Impact:

The City staffs and maintains a Police Department, which should be led and directed by a Chief of Police. Approval of an employment agreement will neither impact the current budget nor future budgets as the police chief's salary and fringe benefits are already incorporated into the City's operations. The Chief's current salary will not change as a result of the Agreement.

Recommendation:

The City Manager recommends that the City Council approve an employment agreement between the City of Bridgman and Daniel Unruh as Chief of Police.

Supporting Documents:

1. Employment Agreement

Prepared By: Juan Ganum, City Manager

Submitted By: Juan Ganum, City Manager

EMPLOYMENT AGREEMENT – CHIEF OF POLICE

This agreement is made this day of December 4, 2017, by and between the City of Bridgman (hereinafter the "City" and Daniel Unruh (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the City of Bridgman desires to continue the services of the Chief in the administration of the Police Department; and

WHEREAS, the City of Bridgman recognizes the position of Chief of Police as an administrative position, separate and distinct from all other units in the Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Agreement.

NOW, THEREFORE, the City of Bridgman and Daniel Unruh hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this Agreement to which said Chief shall be entitled as Chief of Police.

1. DUTIES

The administrative control of the Police Department for the City of Bridgman shall be the responsibility of the Chief of Police.

The Chief's duties shall include but not be limited to the following:

- a) Supervision of the daily operation of the Police Department
- b) Supervision of all departmental personnel.
- c) Preparation and submission of the Police Department budget.
- d) Submission of reports to the City of Bridgman City Council, either orally or in writing, when requested or required in order to ensure the proper communication between the City of Bridgman and the Police Department.
- e) Being responsible for departmental budget and expenditures, as well as the receipt of funds and property in the custody of the Department.
- f) Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- g) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- h) Being in charge of all special, auxiliary and/or reserve police officers.
- i) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

- j) Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- k) Being available for hearings before any Board of the City of Bridgman at which the Police Department is required to appear and before the City Council Meeting when necessary.
- l) Being responsible for planning, organizing, directing, staffing and coordinating police operations, including, mutual aid, regional task force or similar enforcement efforts, and coordination with other local agencies where the Chief deems it appropriate.
- m) Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.
- n) Performs the duties of a Patrol Officer as needed; performs road patrol, issues tickets, warrants, and other citations, and directs and participates in investigations.
- o) Performs related work as required and is available 24 hours a day on an on-call basis.

2. HOURS OF WORK

- a) The Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Agreement.
- b) The Chief's normal hours of work shall be Monday through Thursday 7:00 a.m. to 5 p.m. Any time taken for a midday lunch shall be counted towards a required 40 hour work week.
- c) It is recognized that due to the small size of the Bridgman Police Department the Chief may be occasionally required to cover for an officer who is out sick or on vacation. It is further recognized that the Chief must also devote a great deal of time outside of his normal office hours in the performance of his duties. To maintain a reasonable work schedule the Chief shall be allowed to flex his work hours to adjust for time worked beyond his normal office hours. The Chief shall be expected to flex his work hours at such times which he reasonably determines will least adversely impact Department operations. To account for flexed hours the Chief shall track hours worked above and beyond 40 hours/week, however, it is understood by the Chief that it is reasonable not to expect a one-for-one allowance due to the nature of a salaried position. The Chief will advise the City Manager when he is taking time off.

3. COMPENSATION

- a) For the term July 1, 2017 through June 30, 2018, the Chief shall be paid an annual wage of \$66,300 in payments of \$2,550 bi-weekly. Thereafter, wage increases shall be determined during budgeting on an annual basis.
- b) The Chief shall receive at least the same number of sick days, personal days, holidays, uniform allowance, health, dental and vision insurance, short and long term disability insurance, life insurance and all other benefits which officers of any rank of the Police Department are eligible.
- c) The Chief may have the option of being paid for up to 40 hours of time per year in lieu of using earned vacation or personal time. Additionally, the Chief may carry over up to 40 hours of earned vacation.
- d) The Chief shall be eligible for all health, dental and vision insurance benefits for which other City employees are eligible. The City of Bridgman agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

4. DUES AND SUBSCRIPTIONS

The City of Bridgman agrees to budget and to pay for the professional dues and subscriptions of the Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City of Bridgman, including but not limited to the International Association of Chiefs of Police, the Michigan Chiefs of Police Association, and any applicable regional police chiefs association(s).

5. USE OF CITY AUTOMOBILE AND CITY SMART PHONE

- a) The Chief shall be provided with a City-issued and maintained patrol car, which shall be used for daily City business. The Chief may utilize his patrol car as a "take home" vehicle, provided that it is not subject to personal use.
- b) The Chief shall be provided with a City-issued smart phone of his choosing. The smart phone shall be available for upgrade during periodic promotional events offered by the City's cellular service carrier.

6. PROFESSIONAL DEVELOPMENT

- a) The City of Bridgman recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the Chief will be allowed to attend the Michigan Chiefs of Police training conferences each year without loss of vacation or other leave, and will be reimbursed by the City of Bridgman for all expenses (including travel expenses) incurred while attending conferences.
- b) The City of Bridgman also agrees to budget and pay for travel and subsistence expense of the Chief for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

7. INDEMNIFICATION

- a) The City of Bridgman agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.
- b) The City of Bridgman agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than the rank and file officers.

8. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the City of Bridgman shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, payment for any unused leave days.

9. DISCIPLINE OR DISCHARGE

- a) It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice of at least 30 days and only after a hearing at which the Chief shall have the right to be represented by counsel. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline, pursuant to the City's Employee Handbook, will apply.

10. NO REDUCTION OF BENEFITS

The City of Bridgman agrees that it shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the City of Bridgman.

11. MODIFICATION

No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both of the parties.

12. SEVERABILITY OF PROVISIONS

If any clause or provision of this Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

13. LENGTH OF AGREEMENT

- a) It is the City’s intent and desire to maintain Dan Unruh as Chief of Police until such time that he is vested in the City’s retirement program, at an approximate age of 65.
- b) In the event the Chief intends to resign voluntarily before he reaches his retirement date, then the Chief shall give the City of Bridgman thirty (30) days written notice in advance.
- c) Provided such resignation notice is given, the Chief will be entitled to receive pay for any accrued but unused leave.

CITY OF BRIDGMAN

City Manager

Date

Clerk

Date

EMPLOYEE:

Chief of Police

Date