

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, JANUARY 2, 2018, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Mark Van Drunen, Calvary Christian Reformed Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the December 18, 2017 Committee of the Whole Meeting and the December 18, 2017 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 18-01 Acceptance of a Non-Motorized Trail Easement at 5724 Clyde Park Avenue, SW
(Cruiser Properties, LLC)
- 13) Budget Amendments**
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Authorize the Implementation of Recommendations Necessary to Receive Redevelopment Ready Communities Certification from the Michigan Economic Development Corporation

- b) To Authorize an Amendment to the Dispatch Agreement with Kent County and to Authorize the Mayor and City Clerk to Execute the Amendment
- c) To Authorize the City Manager to Execute an Employment Agreement with the Finance Director
- d) To Amend the Retiree Medical Trust and Benefit Policy and to Adopt a Retiree Medical Benefits Lump-Sum Payout Program for Deferred Retirees

16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts

- e) To Authorize an Amendment to the Agreement for the Reliability Study of the Wyoming Water System and to Authorize the Mayor and City Clerk to Execute an Agreement

17) Ordinances

- 9-17 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (108) Thereto to Rezone 212 and 220 – 54th Street, and 5414 and 5432 Haughey Avenue from R-2 Single Family Residential to RO-1 Restricted Office (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

January 2, 2018

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 18-01

Subject: Acceptance of a Non-Motorized Trail Easement at
5724 Clyde Park Avenue, SW (Cruiser Properties, LLC)

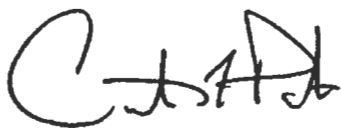
Councilmembers:

Cruiser Properties, LLC, owner of 5724 Clyde Park Avenue, SW, has submitted the following described Non-Motorized Trail Easement for a future bike path. The easement area is shown on the attached Exhibit "A".

Grantor:	Cruiser Properties, LLC
Parcels:	41-17-36-301-010
Right-of-way Size	1,750 sf – Non-motorized Trail Easement
Consideration:	\$1.00

It is recommended that the City Council accept the attached Non-motorized Trail Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Non-motorized Trail Easement



CITY COUNCIL

Bill Ver-Hulst Dan Burrill Kent vanderwood Marissa Postler Robert Postema Sam Bolt
Jack A. Poll, Mayor

CITY OF WYOMING
NON-MOTORIZED TRAIL EASEMENT
Parcel No. 41-17-36-301-010

The Grantor, CRUISER PROPERTIES, LLC, a Michigan limited liability company, whose address is 1550 Industrial Park Drive, Hart, MI 49420

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) an easement for non-motorized trail purposes, including, but not limited to, the construction, use, repair, reconstruction and replacement of a non-motorized trail and appurtenant parts thereof in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Non-Motorized Trail Easement Legal Description and Non-Motorized Trail Easement Area (Parcel No. 41-17-36-301-010)

For the full consideration of One Dollars and Zero Cents (\$1.00).

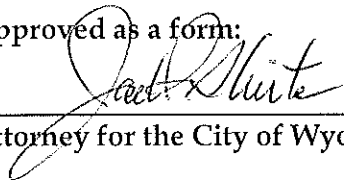
The City shall have the right to temporarily use the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any fences, buildings, walls, structures, trees, or any obstructions in the Easement Area which would interfere with the intended use of the Easement.

Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: 12/12/17

Approved as a form:



Attorney for the City of Wyoming

GRANTOR:

CRUISER PROPERTIES, LLC

[Handwritten signature]

By: Craig Cihak

Its: Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF Oceana)

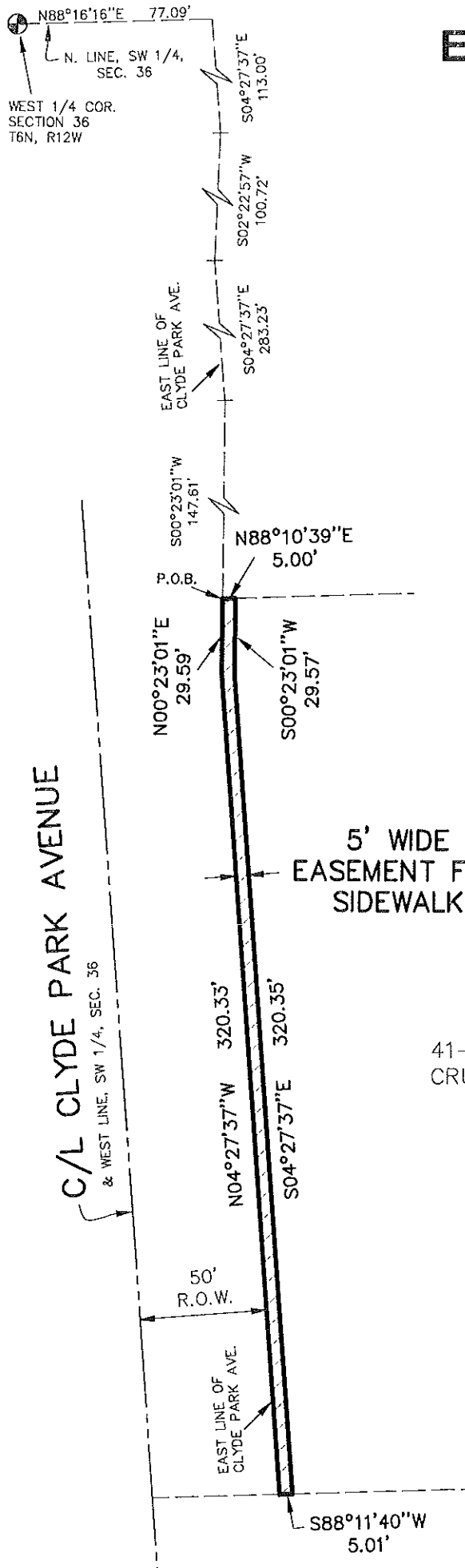
The foregoing instrument was acknowledged before me in Oceana County, Michigan on this 17th day of November 2017, by Craig Cihak, Manager of Cruiser Properties, LLC, on behalf of the company.

LAURA CROSBY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OCEANA
MY COMMISSION EXPIRES Jun 3, 2019
ACTING IN COUNTY OF _____

[Handwritten signature]
Laura Crosby Notary Public
State of Michigan, County of Oceana
My Commission Expires: June 3 2019
Acting in the County of _____

Prepared by and after recording return to:
Jonathan P. Male
Exxel Engineering, Inc.
5252 Clyde Park Avenue SW
Grand Rapids, Michigan 49509

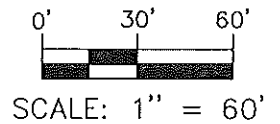
Exhibit "A"



Description:

Part of the SW 1/4 of Section 36, T6N, R12W, Byron Township, Kent County, Michigan, described as: Commencing at West 1/4 corner of said Section 36; thence N88°16'16"E 77.09 feet along the North line of said SW 1/4 to East line of West 77 feet of said SW 1/4; thence S04°27'37"E 113.00 feet along said East line and East line of Clyde Park Avenue thence S02°22'57"W 100.72 feet to East line of West 65 feet of said SW 1/4; thence S04°27'37"E 283.23 feet along said East line; thence S00°23'01"W 147.61 feet to the PLACE OF BEGINNING of this description; thence N88°10'39"E 5.00 feet; thence S00°23'01"W 29.57 feet; thence S04°27'37"E 320.35 feet; thence S88°11'40"W 5.01 feet to the East line of Clyde Park Avenue; thence N04°27'37"W 320.33 feet along said East line; thence N00°23'01"E 29.59 feet along said East line to the Place of Beginning.

41-17-36-301-010
CRUISER PROPERTIES



Prepared by:
Exxel Engineering, Inc.
5252 Clyde Park Avenue, SW
Grand Rapids, MI 49509

RE: Craig's Cruisers
171085E 11/15/2017 kjv

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE IMPLEMENTATION OF RECOMMENDATIONS
NECESSARY TO RECEIVE REDEVELOPMENT READY COMMUNITIES
CERTIFICATION FROM THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

WHEREAS:

1. The Michigan Economic Development Corporation (MEDC) created the Redevelopment Ready Communities Program to assist communities in identifying and strengthening weak areas in a community's development process and highlight redevelopment opportunities.
2. The City of Wyoming has engaged in the MEDC Redevelopment Ready Communities Program, including entering into an agreement with the MEDC in August 2017, and undergoing an evaluation of the City's redevelopment practices as reported in the Redevelopment Ready Communities Report of Findings dated September 2017.
3. The City of Wyoming has reviewed the Redevelopment Ready Communities Report of Findings presented to City Council on December 18, 2017, and is committed to complete the tasks as outlined.
4. The City of Wyoming intends to complete the Redevelopment Ready Communities Program as a means to assess and improve our internal processes and information packages with the goal of making the most out of future development opportunities.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the implementation of recommendations made by the MEDC and that are necessary to receive Redevelopment Ready Communities Certification for the community's benefit.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 2, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Certification Completion Plan

STAFF REPORT

Date: December 21, 2017

Subject: Michigan Economic Development Corporation (MEDC) – Redevelopment Ready Communities Program (RRC)

From: Timothy Cochran, City Planner

Meeting Date: January 2, 2018

Recommendation:

To adopt the attached resolution that authorizes the implementation of recommendations necessary to receive Redevelopment Ready Communities Certification from the Michigan Economic Development Corporation.

Sustainability Criteria:

Environmental Quality – The RRC program has identified both our current strengths in sustaining and enhancing environmental quality as well as areas we should consider improvement upon for overall community well-being.

Social Equity – The RRC program has identified ways to enhance transparency regarding ease of access to regulations, decision making processes, public participation opportunities, and recruitment / orientation for newly appointed or elected officials.

Economic Strength – The RRC program has identified goals and actions necessary to strengthen our economic strategies with the intent to attract new investment and employment to grow our community.

Customer Service – The RRC program has identified ways to provide information more readily and improve upon our already proactive, efficient and transparent processes.

Discussion:

The Wyoming City Council passed a resolution in March 2017 authorizing participation in the Redevelopment Ready Communities Program. This is a state-wide program of the Michigan Economic Development Corporation which, upon certification, will assist in marketing the City to the public for redevelopment purposes. Subsequently, in August 2017, Mayor Poll entered into a Memorandum of Understanding with MEDC which committed the City to further evaluation under the program. Participating in the program provides the opportunity for community self-improvement by demonstrating clear development policies and procedures, a community supported vision, a predictable review process and compelling sites for development. The six

RRC best practice categories are: Community Plans and Public Outreach, Zoning Regulations, Development Review Process, Recruitment and Education, Redevelopment Ready Sites, and Economic Development Strategy. The MEDC's rigorous review of City practices, policies and information access, as they relate to the best practice categories, was provided to the City Council on December 18, 2017 through the Community Report of Findings. Although overall we have done well, further work must be undertaken to achieve certification. MEDC requires communities seeking RRC certification to commit to undertake the identified needed actions within 30 days of the presentation of the Community Report of Findings. It is anticipated that it may take a year or more to complete the certification process to meet the best practices criteria.

RRC Certification Completion Plan

Working Copy

Item No.	Status	Evaluation Criteria	MEDC Recommended Action	Estimated Timeline	Owner/Team	Stakeholders	Notes	Progress
1.1.1	Yellow	The governing body has adopted a master plan in the past five years.	Update master plan to be in compliance with the Michigan Planning Enabling Act (MPEA), Public Act 33 of 2008, including an implementation strategy	24 Months	CP/DCS, PP, AA	PC, CC, PUB	Process begins Winter (Jan) 2018, adoption at end of 2019	
1.2.1	Yellow	The community has a public participation plan for engaging a diverse set of community stakeholders.	Formalize a comprehensive public participation plan	10 months	ACM/DCS, CP, PP	CC, PUB	Procure templates, reference Kzoo and other communities.	
3.1.6	Yellow	The community has a clearly documented internal staff review policy.	Develop a documented internal review process/policy	5 months	DCS/CP, PP, AA	ACM, ENG, DRT	Keep this as a policy	
3.1.7	Yellow	The community promptly acts on development requests.	Include estimated timelines in the development review guide	7 months	CP/DCS, PP, AA	DRT, PC, ZBA		
3.2.1	Yellow	The community maintains an online guide to development that explains policies, procedures and steps to obtain approvals.	Assemble development documents into an interconnected guide to development.	7 months	CP/DCS, PP, AA	PC, PUB		
3.2.2	Red	The community annually reviews the fee schedule.	Annually review the fee schedule	12 months	DCS/CP, PP, AA	CC, PC		
4.2.2	Red	The community identifies training needs and tracks attendance of the governing body, boards, commissions and staff. (City Council, Planning, ZBA)	Create a mechanism to track trainings attended and training needs	8 months	CM, Clerk, DCS/CP, PP, AA	CC, PC, BZA	Explore use of HR LOGOS training tracking module	
4.2.3	Red	The community encourages the governing body, boards, commissions and staff to attend trainings.	Implement a method of communicating available trainings	8-12 months	CM, Clerk, DCS/CP, PP, AA	CC, PC, BZA	Continue to offer annual training to PC, CC, ZBA.	
4.2.4	Yellow	The community shares information between the governing body, boards, commissions and staff.	Implement consistent processes for training participants to share information with those not in attendance	8 months	CM, Clerk, DCS/CP, PP, AA	CC, PC, BZA	Implement reporting requirements (written summaries) for conference attendees. Relevant board liaisons to disseminate info.	
5.1.1	Yellow	The community identifies and prioritizes redevelopment sites.	Create a list of priority sites to be developed	10 months	ACM/CP, PP	CC, DDA, EDC, BRA	Site 36, 28 West, Kelvinator, Burton Street?	
5.1.2	Yellow	The community gathers basic information for prioritized redevelopment sites.	Once sites have been identified, gather basic data and market on site	10 months	ACM/CP, PP	Developer Community	Identify priority sites, regardless of City ownership	
5.1.4	Yellow	The community identifies potential resources and incentives for prioritized redevelopment sites.	Gather resources info on resources in order to make the project feasible	10 months	ACM/DCS, CP, PP, ENG	Developer Community	Identify relevant incentive programs for priority sites	
5.1.5	Red	A property information package for the prioritized redevelopment site(s) is assembled.	Put all information into a Property Information Package	10 months	ACM	Developer Community	Work with development/brokerage partners to create listings that reflect relevant info from the City, including identified incentives	
5.1.6	Red	Prioritized redevelopment sites are actively marketed.	Create a space online to advertise sites	10 months/ongoing	ACM	Developer Community	Work with development/brokerage partners to advertise listings and post them on the City website.	
6.1.1	Yellow	The community has approved an economic development strategy.	Create an economic development strategy	12 months	ACM/DCS, CP, PP, CM	CC, DDA, EDC, BRA	Reference toolkit, best practices	
6.1.2	Red	The community annually reviews the economic development strategy.	Annually review the strategy	12 months	ACM/DCS, CP, PP, CM	CC, DDA, EDC, BRA	Develop plan for annual review with relevant stakeholders	
6.2.1	Yellow	The community has developed a marketing strategy.	Develop a unified marketing strategy	12 months	ACM/DCS, CP, Clerk	RCC, Right Place	Reference toolkit, best practices	
6.2.2	Yellow	The community has an updated, user-friendly municipal website.	Continue updating website and include documents as they are being adopted.	12 months	ACM/DCS, CP, PP, Clerk	All City Depts	Maintain updates	

CM = City Manager (office), ACM = Assistant City Manager, DCS = Director of Community Services, CP = City Planner, PP = Principal Planner, AA = Administrative Aide, PC = Planning Commission, EDC = Econ. Dev. Authority, BRA = Brownfield Redevelopment Authority, DDA = Downtown Development Authority, CC = City Council, PUB = Public, ENG=Engineering, DRT=Development Review Team

Key

	Green indicates the best practice component is currently being met by the community (green items not listed in this document)
	Yellow indicates some of the best practice component may be in place, but additional action is required.
	Red indicates the best practice component is not present or significantly outdated.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE
DISPATCH AGREEMENT WITH KENT COUNTY
AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE AMENDMENT

WHEREAS:

1. On March 21, 2016, City Council adopted resolution number 25888 authorizing acceptance of a dispatch agreement with Kent County.
2. As detailed in the attached letters, Kent County has submitted an amendment to the agreement.
3. It is recommended City Council authorize the amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize an amendment to the Dispatch Agreement with Kent County.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 2, 2018.

ATTACHMENTS:

Letters from Kent County (2)
Amendment
Original Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Corporate Counsel

Linda S. Howell, Interim Corporate Counsel

Phone: (616) 632-7594 • Fax: (616) 632-7585 • e-mail: Linda.Howell@kentcountymi.gov



December 14, 2017

RECEIVED

DEC 18 2017

City of Wyoming
City Manager

Mayor Jack Poll
City of Wyoming
PO Box 905
Wyoming, MI 49509-0905

Re: Amendment to Dispatch Agreement

Dear Mayor Poll:

After distributing the Amendment to Dispatch Agreement to various local participants, we determined that three of the 28 agreements had different and unique start dates. The City of Wyoming is one of those three participants; a revised amendment is enclosed. Please call if you have any questions or concerns. A copy of the Wyoming's original agreement is enclosed for your reference.

There are two copies of the Amendment enclosed; please sign and forward one copy to my attention to finalize the extension of dispatch services and retain the other for your files.

Thank you for your assistance to complete this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. Howell", is written over the typed name.

Linda S. Howell

Enc.



OFFICE OF THE ADMINISTRATOR

Wayman P. Britt, Interim County Administrator/Controller

Kent County Administration Building 300 Monroe Avenue, N.W. Grand Rapids, Michigan 49503-2206
Phone: (616) 632-7577 • Fax: (616) 632-7585 • E-mail: Wayman.Britt@kentcountymi.gov

November 24, 2017

Jack Poll, Mayor
City of Wyoming
PO Box 905
Wyoming, MI 49509-0905

RECEIVED

NOV 27 2017

City of Wyoming
City Manager

Re: Kent County Dispatch

Dear Jack:

As you are aware, the current dispatch contract expires on December 31, 2017. A question has been raised concerning the extension of that agreement that recently was forwarded to you. That question concerned the costs associated with fire dispatch services. With the voters' 2016 support for the 9-1-1 millage, the costs of fire dispatch are covered separately from the existing dispatch agreement by that millage starting on January 1, 2018. Therefore, for the sake of clarity for all dispatch partners, all proposed extensions will contain the following two (2) additional clauses confirming that fire dispatch costs are covered by the 9-1-1 millage funds:

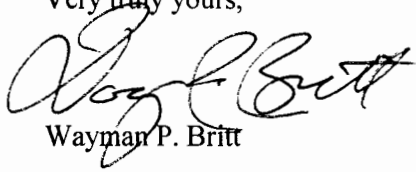
WHEREAS, the voters of Kent County approved a millage to support technology upgrades to the 9-1-1 public safety dispatch system and to provide annual funding for fire dispatch as provided in the county 9-1-1 service plan; and

Paragraph 2 is re-formatted to add a new subparagraph (b) and now states in its entirety as follows:

- a. The Contracting Community shall pay the County for providing dispatch services pursuant to the Agreement an annual fee as calculated and shown on the attached Exhibit B for each calendar year covered by this Agreement. Exhibit B shall be updated annually by the County based on the actual number of dispatches provided to the Contracting Community in the immediately preceding calendar year and the County's dispatch budget for the upcoming calendar year. The fee shall be billed and payable in two equal installments on March 31 and September 30 each year. However, the County shall pay the Contracting Community a pro rata refund of any unused fees if this Agreement is properly terminated during any fiscal year.
- b. The County shall not bill the Contracting Community for fire dispatch services occurring on or after January 1, 2018. The County shall issue a final bill for pre-January 1, 2018, fire dispatch services in the first quarter of 2018, payable by the Contracting Community on or before March 31, 2018.

I hope this clarification removes any uncertainty for you and all of our municipal partners. If you have any remaining questions, please do not hesitate to contact me at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "Wayman P. Britt". The signature is fluid and cursive, with the first name being the most prominent.

Wayman P. Britt

Enc.

AMENDMENT TO DISPATCH AGREEMENT

THIS AMENDMENT has been entered effective January 1, 2018 by and between the **COUNTY OF KENT**, a Michigan municipal corporation, 300 Monroe Avenue NW, Grand Rapids, MI 49503 and **CITY OF WYOMING**, PO BOX 905, WYOMING, MI 49509-0905.

RECITALS:

WHEREAS, the County of Kent (the "County") and City of Wyoming (the "Contracting Community") previously entered into a Dispatch Agreement for the provision of dispatch services as selected by the Contracting Community; and

WHEREAS, the Dispatch Agreement will expire on December 31, 2017; and

WHEREAS, the voters of Kent County approved a millage to support technology upgrades to the 9-1-1 public safety dispatch system and to provide annual funding for fire dispatch as provided in the County 9-1-1 service plan; and

WHEREAS, the Dispatch Agreement allows for amendment under paragraph 8 provided the Agreement is amended or modified in writing and signed by both parties.

NOW, THEREFORE, the County and the Contracting Community do hereby agree that the Dispatch Agreement is amended as follows:

1. Paragraph 3. is deleted and replaced and now states in its entirety as follows:

This Agreement shall be effective as of July 1, 2016 and will expire on December 31, 2020. Notwithstanding the foregoing, either party may terminate the Agreement by providing the other party 365 days written notice of its intention to terminate.

2. Paragraph 2 is re-formatted to add a new subparagraph (b) and now states in its entirety as follows:
 - a. The Contracting Community shall pay the County for providing dispatch services pursuant to the Agreement an annual fee as calculated and shown on the attached Exhibit B for each calendar year covered by this Agreement. Exhibit B shall be updated annually by the County based on the actual number of dispatches provided to the Contracting Community in the immediately preceding calendar year and the County's dispatch budget for the upcoming calendar year. The fee shall be billed and payable in two equal installments on March 31 and September 30 each year. However, the County shall pay the Contracting Community a pro rata refund of any unused fees if this Agreement is properly terminated during any fiscal year.
 - b. The County shall not bill the Contracting Community for fire dispatch services occurring on or after January 1, 2018.

3. Remainder of Dispatch Agreement Unaffected. In all other respects, the remainder of the Dispatch Agreement remains in full force and effect. If any portion of the Dispatch Agreement and this Amendment is inconsistent, this Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date first written above.

COUNTY OF KENT

By: Way P. Britt
Wayman P. Britt, Interim
Administrator/Controller

Date: 12/14/17

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Date: _____

APPROVED AS TO FORM:

Jack Poll

EXECUTED

DISPATCH AGREEMENT

THIS AGREEMENT is between the COUNTY OF KENT, a Michigan Municipal Corporation, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 (hereafter called "The County") and the City of Wyoming (hereafter called "The Contracting Community").

WHEREAS, the County owns and operates a full-time around-the-clock Dispatch Center which has the capacity to efficiently provide dispatch services for certain fire and/or police departments of contracting communities; and

WHEREAS, the Contracting Community desires the County to provide its fire and/or police department with dispatch services as selected in this Agreement. If a service level is not selected or an executed Agreement is not returned, the community will receive only basic fire dispatch services.

NOW, THEREFORE, in consideration of the respective covenants of the County and Contracting Community, the parties agree that:

1) Dispatch Services and Equipment

A. The County, through its Dispatch Center, shall accept and process emergency or non-emergency telephones calls regarding fires, possible public safety and any other calls requesting the dispatch of fire, police and/or EMS services within the Contracting Community and its respective service area. The County shall promptly dispatch the reported location of such incidents and other matters to the appropriate fire and/or police department of the Contracting Community, such dispatch to be made by telephone and/or radio on the appropriate frequency. A more complete description of the County's services is contained on Exhibit A attached hereto. Once the County's Dispatch Center has received

a telephone call as described herein, and has promptly broadcast the reported location of the matter upon the appropriate frequency, the County shall have performed its complete 911 call-taking obligation hereunder to the Contracting Community with respect to such call.

- B. The Contracting Community shall acknowledge promptly and affirmatively by radio or telephone the receipt of all radio or other dispatches from the County's Dispatch Center regarding the reported request for services as described herein, within the Contracting Community and its respective service area.
- C. The Contracting Community shall provide the County's Dispatch Center with its service area telephone numbers for the Contracting Community's designated fire, police, and/or EMS personnel, all radio frequencies used by the Contracting Community's fire and police departments, and any other information necessary for the performance of the services pursuant to this Agreement as required by the County or which the Contracting Community deems relevant to the performance of such services.
- D. The Contracting Community shall install and maintain continuously during the term of this Agreement, including any formal or informal extensions thereof, radio and telephone equipment required by the County's Dispatch Center to properly provide efficient dispatch services to the Contracting Community pursuant to this Agreement.

2) Compensation

The Contracting Community shall pay the County for providing dispatch services

pursuant to the Agreement an annual fee as calculated and shown on the attached Exhibit B for each calendar year covered by this Agreement. Exhibit B shall be updated annually by the County based on the actual number of dispatches provided to the Contracting Community in the immediately preceding calendar year and the County's dispatch budget for the upcoming calendar year. The fee shall be billed and payable in two equal installments on March 31 and September 30 each year. However, the County shall pay the Contracting Community a pro rata refund of any unused fees if this Agreement is properly terminated during any fiscal year.

3) Term and Effective Date

This Agreement shall be effective as of July 1, 2016 and shall expire on December 31, 2017. Notwithstanding the foregoing, either party may terminate the Agreement by providing the other party 365 days written notice of its intention to terminate.

4) Essential Governmental Function and Indemnification

In providing dispatch services pursuant to this Agreement, the County is performing a valuable and essential governmental function for and on behalf of the Contracting Community. The County and the Contracting Community shall each be responsible for their own actions, omissions and/or negligence and only their own actions, omissions and/or negligence.

Nothing in this Agreement is intended to limit in any way, the rights of the County or the Contracting Community to defend any claim on the basis of governmental immunity.

5) Both the County and the Contracting Community are subject to the Michigan Freedom of Information Act, Act 442 of the Public Acts of 1977, as amended (MLC

15.231 et. seq.). The County and the Contracting Community mutually agree that, upon receipt of a request for information filed under the Michigan Freedom of Information Act, the party receiving the request will immediately provide a copy of the request to the other party and the parties shall cooperate on the gathering of potentially responsive material and the determination of whether any gathered material is exempt from disclosure under the terms of the Michigan Freedom of Information Act.

- 6) This Agreement shall supersede any and all existing agreements between the parties regarding dispatch services.
- 7) If requested to provide similar services to other municipalities within Kent County, the County shall attempt to negotiate agreements with the other municipalities which agreements are substantially similar to this Agreement. No third party shall be offered terms more favorable by the County than are set forth herein on behalf of the Contracting Community. The County anticipates and plans on using this Agreement as a template for future written dispatch service agreements.
- 8) This Agreement may be modified or extended by the parties by mutual written consent.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers on the dates shown below.

County of Kent

By: James R. Saalfeld
James R. Saalfeld, Chairman
Board of County Commissioners

Date: 6-22-17

Attest:

Lisa Posthumus Lyons
Mary H. ~~Horn~~ Lisa Posthumus Lyons
County Clerk Robert J. Mawhiner
Chief Deputy County Clerk

Approved as to Form:

Thomas J. Dempsey
Thomas J. Dempsey
Corporate Counsel

Dispatch Service to be obtained from the County pursuant to this Agreement:

Contracting Community Signatory to initial Selection of Service

- () Police/Public Safety Dispatch ONLY
- () Fire Dispatch ONLY
- (X) Police AND Fire Dispatch

By: Jack Poll
Jack Poll, Mayor
Wyoming City Council

Date: 6/8/2017

By: Kelli A. Vandenberg
Kelli A. Vandenberg, City Clerk

Date: 6/8/2017

03.14.2016
City Manager/JS

RESOLUTION NO. 25388

RESOLUTION TO AUTHORIZE ACCEPTANCE OF A
DISPATCH AGREEMENT WITH KENT COUNTY

WHEREAS:

1. Kent County owns and operates a full-time around-the-clock Dispatch Center.
2. The Kent County Dispatch Center has the capacity to efficiently provide dispatch services for certain fire and/or police departments for contracting communities.
3. As detailed in the attached Dispatch Agreement, it is desired Kent County provide fire and/or police department dispatch services to the City of Wyoming.
4. It is recommended the City Council accept the proposed Dispatch Agreement with Kent County.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposed Dispatch Agreement with Kent County for fire and police dispatch services.
2. The City Council does hereby approve the attached Dispatch Agreement and authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember: Vanderwood
Seconded by Councilmember: Voorhees
Motion Carried Yes 7
No 0

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 21, 2016.

ATTACHMENTS:
Agreement

Rhonda L. Galligan, Deputy Clerk
for Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. 25388

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EXHIBIT A
(1 of 2)

Scope of Services

Kent County shall provide the following dispatch services under this Agreement:

POLICE (INCLUDES PUBLIC SAFETY*) DISPATCH SERVICES

1. Answer calls for service from the public.
2. Notify the department via radio.
3. Tracking on-duty field units and their status (availability, at scene of an incident, at secondary location, etc.).
4. Utilize, in normal course of KCSD, a computer-aided dispatch system (CSD) that documents information, incidents, pending calls, etc. and assigns a unique agency-specific tracking number to every incident.
5. Periodically provide the information described in number 4 above to the Contracting Agency in electronic format approved by Kent County and paid for by the Contracting Agency.
6. Monitor activity and administrative/tactical radio traffic of field units of Contracting Community and support those operations through transmittal of information, provision of resource information, response to inquiries, etc.
7. Provide Law Enforcement Information Network (LEIN) supported activities such as access for queries, assists with administrative messages and emergency broadcasts or other emergency messages.
8. Electronically record radio voice traffic and 9-1-1/non-emergency telephone calls; retain those records for a minimum of thirty (30) days and provide copies to Contracting Community of their traffic upon request. Such copies will be provided within a reasonable time. Kent County may, but is not obligated to, maintain traffic recordings for longer than thirty (30) days. Contracting Community explicitly acknowledge that traffic records may be destroyed by Kent County on the 31st day after recording.
9. Provide trained telephone operators and dispatchers who will solicit defined information from callers on requests for police/fire services and transmit critical or requested information to field units.
10. Maintain dispatch radio consoles to provide input voice for radio systems owned by Contracting Community.
11. Perform other necessary tasks to support an effective dispatch center operation upon mutual agreement between Kent County and the Contracting Community on the necessary tasks and the apportionment of the costs of the same. The Contracting Community are individually and solely responsible for the acquisition, operations and maintenance of radio infrastructure within the jurisdiction of the Contracting Agency and all costs associated therewith.

* Public Safety Departments Receive Enhanced Fire Dispatch Services

EXHIBIT A

(2 of 2)

Scope of Services

FIRE DISPATCH

1. Answer calls for service from the public.
2. Notify the department via radio.
3. Track times of units calling in service, on scene, and clear.
4. Make follow-up phone calls for the fire department, e.g., checking ETA on ambulances, request for canteen service, calls to power company, and gas company, etc.
5. Provide reporting information, e.g., annual calls for service, average response times in service, on scene, and clear, etc.
6. Coordinate automatic or mutual aid of responding agencies, if the sending agency is from another communications center.
7. Provide communications assistance such as radio service personnel to check output wattage and signal strength of County owned infrastructure.
8. Provide access to County's fire ground channel for their use.
9. Provide access to the County's computer environment e.g. CAD and email notifications
10. Provide periodic "time-on-scene" updates when on major fires to assist command officers with operational awareness.
11. Provide authorized agencies (current agreement on file) with access to the Law Enforcement Information Network for information they are legally privy to on certain incident types.

EXHIBIT B
(1 of 3)

Annual Cost for Dispatch Services

ALLOCATION OF DISPATCH COSTS BETWEEN POLICE AND FIRE

Kent County Sheriff Department
 Dispatch Cost Allocations
 Current Units Only - Exclusion of Grand Rapids and Exclusion of Wyoming

Stations:

Police Dispatch
 Fire Dispatch

Number	Allocation	
	Percentage	Dollars
4.75	73.08%	\$ 1,970,759
1.75	26.92%	726,069
<u>6.50</u>	<u>100%</u>	<u>\$ 2,696,828</u>

Total 2015 Budgeted Expenses for County Org
 code 101-346.

\$ 3,904,128

Less: KC Dispatch Authority Revenue

(1,207,300)

Net Cost to be Allocated

\$ 2,696,828

EXHIBIT B
(3 of 3)

Annual Cost for Dispatch Services

FIRE DISPATCH SERVICES

**Kent County Sheriff Department
Dispatch Cost Allocations
Current Units Only - Exclusion of Grand Rapids and Exclusion of Wyoming**

	(A)	(B)	(C)	(D)	(E)	2015	2016	2017
	Incidents 2012-2014	Percentage	(B*1)	(C*.25) 25% Credit To Each Local Unit	(C-D) Final Cost Allocation	Phased-In Amount of 25% of the Reduced Amount of 75% of Total Costs	Phased-In Amount of 50% of the Reduced Amount of 75% of Total Costs	Phased-In Amount of 75% of the Reduced Amount of 75% of Total Costs
			Cost Allocation					
Fire Dispatches:								
Plainfield	2,476	11.13%	\$ 80,776	\$ 20,194	\$ 60,582	\$ 15,145	\$ 30,291	\$ 45,436
Cutlerville (.5 Byron T., .5 Gaines T.)	1,934	8.69%	63,094	15,773	47,320	11,830	23,660	35,490
Cascade	1,627	7.31%	53,078	13,270	39,809	9,952	19,904	29,857
Grand Rapids Township	403	1.81%	13,147	3,287	9,860	2,465	4,930	7,395
Lowell Area	798	3.59%	26,034	6,508	19,525	4,881	9,763	14,644
Alpine	987	4.43%	32,199	8,050	24,150	6,037	12,075	18,112
Courtland	328	1.47%	10,701	2,675	8,025	2,006	4,013	6,019
Oakfield	263	1.18%	8,580	2,145	6,435	1,609	3,217	4,826
Cannon	515	2.31%	16,801	4,200	12,601	3,150	6,300	9,451
Dutton (.5 Gaines T.)	505	2.27%	16,475	4,119	12,356	3,089	6,178	9,267
Caledonia (Village/Township)	800	3.59%	26,099	6,525	19,574	4,894	9,787	14,681
Ada	564	2.53%	18,400	4,600	13,800	3,450	6,900	10,350
Byron Center (.5 Byron T.)	691	3.10%	22,543	5,636	16,907	4,227	8,454	12,680
Sparta (Village/Township)	854	3.84%	27,860	6,965	20,895	5,224	10,448	15,672
Algoma	539	2.42%	17,584	4,396	13,188	3,297	6,594	9,891
Salon	387	1.74%	12,625	3,156	9,469	2,367	4,734	7,102
Sand Lake	314	1.41%	10,244	2,561	7,683	1,921	3,841	5,762
Kent City (Tyronne Township)	350	1.57%	11,418	2,855	8,564	2,141	4,282	6,423
Cedar Springs	588	2.54%	19,183	4,796	14,387	3,597	7,193	10,790
Spencer	321	1.44%	10,472	2,618	7,854	1,964	3,927	5,891
Grattan	208	0.93%	6,786	1,696	5,089	1,272	2,545	3,817
Alto (Boyne Township)	206	0.93%	6,720	1,680	5,040	1,260	2,520	3,780
Walker	527	2.37%	17,193	4,298	12,894	3,224	6,447	9,671
Kentwood	4,352	19.55%	141,978	35,494	106,483	141,978	53,242	79,862
Grandville	1,719	7.72%	56,080	14,020	42,060	56,080	21,030	31,545
	<u>22,256</u>	<u>100.00%</u>	<u>\$ 726,069</u>	<u>\$ 181,517</u>	<u>\$ 544,552</u>	<u>\$ 297,660</u>	<u>\$ 272,276</u>	<u>\$ 408,414</u>

FY 2015 Dispatch Budget Allocation - Fire

\$ 726,069

Per Incident Cost for 2015

\$ 32.62

\$ 24.47

\$ 13.35

\$ 12.23

\$ 18.35

Average Revenue Generated Per Year (2015-17)

\$ 325,916

Revenue Generated in 2014

318,570

NOTE - The dollar figures included for 2015, 2016, and 2017 are for illustration only. Actual figures will differ based on the annual updated number of incidents and the dispatch budget allocation for fire dispatch.

EXHIBIT B
(2 of 3)

Annual Cost for Dispatch Services

POLICE (INCLUDES PUBLIC SAFETY) DISPATCH COSTS

Kent County Sheriff Department
 Dispatch Cost Allocations
 Current Units Only - Exclusion of Grand Rapids and Exclusion of Wyoming

	(A) Population 2008 Est.	(B) Percentage	(C) Incidents 2012-2014	(D) Percentage	(B+D)/2 Blended Percentage ⁽¹⁾	Cost Allocation
Police Dispatch:						
Sheriff ⁽¹⁾	228,896	67.06%	49,855	52.52%	59.79%	\$ 1,178,289
Kentwood	47,419	13.89%	18,426	19.41%	16.65%	328,159
Rockford ^{(2) & (3)}	5,411	1.59%	2,906	3.06%	2.32%	45,787
Sparta	4,054	1.19%	1,420	1.50%	1.34%	26,444
East Grand Rapids ⁽²⁾	10,467	3.07%	3,734	3.93%	3.50%	68,978
Walker	23,722	6.95%	9,166	9.66%	8.30%	163,630
City of Lowell	4,153	1.22%	2,007	2.11%	1.67%	32,823
Grandville	16,718	4.90%	7,351	7.74%	6.32%	124,570
Sand Lake	515	0.15%	57	0.06%	0.11%	2,078
	<u>341,355</u>	<u>100.00%</u>	<u>94,921</u>	<u>100.00%</u>	<u>100.00%</u>	<u>\$ 1,970,759</u>

FY 2015 Dispatch Budget Allocation -Police \$ 1,970,759

Notes:

- (1) All of Kent County excluding contracted agencies, Grand Rapids, and Wyoming.
- (2) Department of Public Safety - Incidents include dispatch of personnel to police/fire response.
- (3) All calculations carried out 14 places and shown rounded to 2.
- (4) The City of Rockford Police provide dispatch services from 8:00 a.m. to 5:00 p.m., Monday through Friday. While this service is provided, the County will reduce its billing amount noted above by 25.8% (45 hrs. + 168 hrs. - weekly), so the City of Rockford's amount will be reduced by \$12,264, for an amount of \$33,516 in 2015.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE FINANCE DIRECTOR

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Finance Director.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Finance Director.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 2, 2018.

ATTACHMENTS:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING

EMPLOYMENT AGREEMENT - FINANCE DIRECTOR

THIS AGREEMENT between Rosa Rae Ooms, 5421 Sand Dune Ct. SW, Wyoming MI 49418 (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City hereby employs the Employee as Finance Director of the City. This appointment shall be effective January 8, 2018. The Employee understands that as Finance Director, she serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this Agreement.

2. PERFORMANCE. The Employee agrees to perform the duties of Finance Director in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the City Manager.

3. SERVICE DATE. The Employee’s date of service with the City shall be October 1, 2012. The Employee shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. COMPENSATION. The Employee’s salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

5. BENEFITS. The Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits shall be based on a hire date of October 1, 2012.

The Employee shall be credited with an additional 16 hours of vacation as of the date of this contract. Vacation will remain the same until January 1, 2020 at which time the employee shall follow the Administrative and Supervisory Association vacation schedule for Department Head employees.

6. TERMINATION. This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal

misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and

the City-owned personal property, records, documents and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

10. ASSIGNMENT. Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

11. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

12. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

13. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

Rosa R. Ooms
Finance Director

RESOLUTION NO. _____

RESOLUTION TO AMEND THE RETIREE MEDICAL TRUST AND
BENEFIT POLICY AND TO ADOPT A RETIREE MEDICAL BENEFITS
LUMP-SUM PAYOUT PROGRAM FOR DEFERRED RETIREES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the Retiree Medical Trust and Benefit Policy be amended to include a Lump-Sum Payout Program option.
2. It is recommended City Council adopt the attached Retiree Medical Benefits Lump-Sum Payout Program for deferred retirees.
3. Participation in the Program is based on eligibility as defined in the attached Program and is voluntary on the part of eligible deferred retirees.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby amend the Retiree Medical Trust and Benefits Policy.
2. The City Council does hereby adopt the attached Retiree Medical Benefits Lump-Sum Payout Program.
3. The City Manager is authorized to sign the Retiree Medical Trust and Benefit Policy Amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 2, 2018.

ATTACHMENTS:

Staff Report

Retiree Medical Trust and Benefit Policy Amendment

Retiree Medical Benefits Lump-Sum Payout Program

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: December 7, 2017

Subject: Retiree Medical Trust and Benefit Policy Amendment and Retiree Medical Benefits Lump-Sum Payout Program

From: Kim Oostindie, Director of Human Resources
Rosa Ooms, Deputy Finance Director
Kate Balfourt, Senior Accountant

Meeting Date: January 2, 2018

RECOMMENDATION:

It is recommended the Retiree Medical Trust and Benefit Policy be amended to include a Lump-Sum Payout Program option. It is further recommended the attached Retiree Medical Benefits Lump-Sum Payout Program for deferred retirees be adopted.

SUSTAINABILITY CRITERIA:

Environmental Quality - Does not significantly impact this criterion.

Social Equity - Does not significantly impact this criterion.

Economic Strength – Implementing the attached Retiree Medical Benefits Lump-Sum Payout Program has the potential to result in savings which will contribute toward decreasing OPEB liability and sustaining the retiree health insurance benefit for those currently in and/or eligible for retiree health insurance in accordance with the Retiree Medical Trust and Benefit Policy.

DISCUSSION:

Over the past thirteen plus years, the City has made substantial changes in an effort to reduce Other Post Employment Benefit (OPEB) costs related to retiree health. These changes include closing the Retiree Medical Trust and Benefit Policy Plan with each of the bargaining units beginning in 2007; implementing a Post-employment Health Plan for new hires; increasing co-pays with each contract; implementing new co-pays; closing the formulary for three bargaining units during the last round of contract negotiations; funding water, sewer and motor pool funds at one-hundred percent; and moving Medicare eligible retirees to a Medicare Advantage Prescription Drug Plan (MAPD) effective January 1, 2018. Even with these changes OPEB continues to be a concern for the City and we continue to look for additional ways in which to reduce OPEB liability.

As discussed with Council at previous meetings, we have been working with Miller Johnson to develop a Retiree Medical Benefits Lump-Sum Payout Program. Participation in the program

is voluntary and is limited to certain deferred retirees (former employees who are vested in the 70% -100% City paid retiree health plan). The Retiree Medical Benefits Lump-Sum Payout Program will not apply to former members of the Emergency Communications Operators bargaining unit or to deferred retirees who are eligible for the City of Wyoming retiree health through their spouse.

After completion of this payout program, we will continue to identify ways to reduce the City's OPEB liability, which may include offering a payout of retiree health to future deferred retirees, active employees, and retirees.

BUDGET IMPACT:

The actuaries based their November 15, 2017 report on 54 deferred retirees and report to the extent that a deferred retiree chooses a payout, the release of OPEB liability will equal the full actual liability carried in the actuarial valuation for that person, and the net savings would equal the liability decrease less the cash payout amount. The following chart shows the impact of the payout Program based on various scenarios (based on 54 deferred retirees):

Number of Deferred Members Electing Payout	Release of Deferred Liability (11.15.17 Valuation)	Illustrative Impact on Annual Required Contribution
10	\$ (1.25 million)	\$ (110,000)
20	\$ (2.50 million)	\$ (220,000)
All	\$ (6.86 million)	\$ (600,000)

Note that as of December 7, 2017 there were 44 deferred retirees who are eligible for the Retiree Medical Benefits Lump-Sum Payout Program.

OPEB trust funds are restricted from use for these payments. Funds for the program are available in the health insurance fund. The City did not make a transfer from this fund to the OPEB trust as of June 30, 2017 in order to be able to offer this payout program.

**2017-2 AMENDMENT
TO THE
CITY OF WYOMING
RETIREE MEDICAL TRUST AND BENEFIT POLICY
(Restated effective July 1, 2016)**

This 2017-2 Amendment to the CITY OF WYOMING RETIREE MEDICAL TRUST AND BENEFIT POLICY (“Trust”) is adopted by the CITY OF WYOMING (“City”). Except as otherwise indicated, the amendment is effective January 2, 2018.

Pursuant to Article 6 of the Trust, City amends the Trust as follows:

A.

A new Section 5.9 is added to the Trust as follows:

5.9 Retirees Electing Retiree Medical Benefits Lump Sum Payment

Any Retiree (including the Spouse and dependents of the Retiree) who elected to receive a cash payment from the City under a Retiree Medical Benefits Lump Sum Payment Program offered by the City is not eligible for Retiree Medical Coverage.

B.

In all other respects, the Trust is unchanged.

Signature

Plan Sponsor signs this 2017-2 Amendment to the City of Wyoming Retiree Medical Trust and Benefit Policy on the date stated below.

CITY OF WYOMING

Dated: _____, 2018

Signature

Printed Name and Title

**CITY OF WYOMING
RETIREE MEDICAL TRUST AND BENEFIT POLICY**

RETIREE MEDICAL BENEFITS LUMP-SUM PAYOUT PROGRAM

Program Overview

The City of Wyoming (“City”) Retiree Medical Benefits Lump-Sum Payout Program (“Program”) is a voluntary, one-time opportunity for certain former employees to waive their entitlement to future retiree medical benefits from the City in exchange for a one-time, lump-sum payment of \$20,000.

You are receiving this communication based on the information the City currently has on file. Receiving this communication is not a guarantee that you are eligible for the Program. Your eligibility for the Program may change if your circumstances change (due to such events as death, marriage, divorce, or re-employment by the City).

Retiree Medical Benefits

As a result of your prior employment with the City, you may become entitled to receive certain retiree medical benefits from the City after you attain the eligible age. In addition, if your spouse qualifies as an eligible spouse under the Retiree Medical Trust and Benefit Policy, your spouse may also be entitled to receive certain retiree medical benefits from the City until his or her death or the date that you divorce or legally separate.

The City must include the cost of this contingent future benefit as a liability in its annual financial report, and the amount it must report is determined by an actuary based on a number of complicated assumptions. These assumptions include the likelihood that you and your spouse, if applicable, will live until the age at which you may begin receiving retiree medical benefits; whether you may be eligible for retiree medical benefits from another employer (including your spouse’s employer) and/or the United States or another government (as a result of your employment or as a result of a national healthcare system like Medicare); the rate of inflation of future medical costs; how many years you will receive retiree medical benefits; and other factors.

If you die prior to the eligible age and did not have an eligible spouse under the Retiree Medical Trust and Benefit Policy, no retiree medical benefits from the City will be payable to you or your spouse. Therefore, the actual value of the potential future retiree medical benefits you and your spouse will receive may be dramatically different than the actuarial value of the benefit that the City must report as a liability.

Description of the Program

In order to reduce the amount of this liability on the City’s annual financial report, the City has decided to offer you and other former employees who have not yet reached the age required to begin receiving certain retiree medical benefits the opportunity to waive any and all future retiree medical benefits that you and your spouse and dependents may become entitled to from the City in exchange for a one-time lump-sum payment of \$20,000. You may use this \$20,000 payment

for any purpose, though the payment may not be rolled over to a qualified retirement plan or IRA in order to defer taxes on the payment.

Making Your Decision

The decision of whether to participate in the Program is a personal choice and there are many factors to consider. Because your decision could have a significant impact on your finances, including taxes (and the finances of your spouse) in retirement, we recommend that you consult with your own attorney and/or financial advisor before making a decision about the Program. The City cannot make any recommendations regarding your decision; however if you have questions about eligibility and benefits you may contact the City at 616.530.7241.

Program Timing and Procedures

The Program opens on January 15, 2018, and closes at 4:00 p.m. EDT on February 15, 2018. If you submit forms by mail, they must be postmarked by February 15, 2018. If you are eligible for the Program, this will be your only opportunity to take advantage of it. After the Program's window closes, this one-time opportunity will end. Although it is possible that the City could offer a similar program again in the future, it does not currently have any plans to do so.

To participate in the Program, both you and your spouse (if your current spouse is the spouse you were married to at the time you terminated employment with the City) must sign the Retiree Medical Benefits Waiver Agreement ("Waiver Agreement") prepared by the City confirming your choice to participate in the Program and waiving all rights to any future retiree medical benefits from the City. You must return your properly completed Waiver Agreement with all required notarized signatures and required documentation to Kimberly Oostindie in the City's Human Resources Department during the window period described above.

If your submission is timely, complete and correct, you will receive a confirmation. If your submission is timely but anything is missing or incorrect, your submission will not be accepted and your choices will not be valid; however resubmission will be allowed if done prior to the closing of the Program.

You may revoke your choice to participate in the Program at any time on or before February 22, 2018, by sending a letter to Kimberly Oostindie at City of Wyoming, Human Resources Department, 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509-0905. Any revocation of your election must be received by the City on or before February 22, 2018. Your written letter must clearly indicate that you revoke your choice to participate.

If you make a valid, unrevoked choice to participate in the Program, a check in the amount of \$20,000 less all required tax withholding will be issued to you by March 8, 2018, and you and your spouse and dependents will no longer be entitled to any future retiree medical benefits from the City. You will receive a Form W-2 for this payment and will be responsible for all applicable taxes.

The Program is completely voluntary. If you choose not to participate, your existing entitlement to certain future retiree medical benefits from the City will not change.

Disclaimers

Although every care has been taken to ensure the accuracy of the information contained in this communication and the other materials made available to you regarding the Program, the City cannot and does not make any guarantees as to such accuracy.

The City is not bound by any statements made by unauthorized persons or entities. In the event of a conflict between any information provided to you by any person or entity and this communication or other official City document, the official documents will control.

The information in this document is general in nature, is not individual tax or legal advice, and may not be used to avoid any tax or tax penalty. The City does not provide tax or legal advice. It is your responsibility to consult your own tax and legal advisors.

The City reserves the right to modify or terminate retiree medical benefits to the extent permitted by law.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE
AGREEMENT FOR THE RELIABILITY STUDY OF THE WYOMING WATER SYSTEM
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT

WHEREAS:

1. City Council accepted a proposal from Johnson & Anderson to conduct a reliability study of the Wyoming water system in August 2016 in the total estimated amount of \$25,706.00.
2. As detailed in the attached Staff Report, Johnson & Anderson has submitted an amendment in the amount of \$6,600.00.
3. Funds are available in the Water Fund Professional Services account number 591-591-55300-801000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize an amendment to the agreement for the reliability study of the Wyoming Water System in the total amount of \$6,600.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 2, 2018.

ATTACHMENTS:
Staff Report
Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: December 19, 2017

Subject: Additional Work - Water Plant and Distribution System Reliability Study

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: January 2, 2018

Recommendation:

It is recommended that the City Council approve amending the current agreement to increase the level of compensation for the additional effort required by Johnson & Anderson to properly update the distribution system pipe model at a cost of \$6,600.

Sustainability Criteria:

Environmental Quality – The Reliability Study ensures the Water Treatment Plant and distribution system meets requirements set forth in the Safe Drinking Water Act, PA 399 as overseen by the Michigan Department of Environmental Quality.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and wastewater utilities.

Economic Strength – By performing this study the Utilities Department is insuring that we maintain the water system to provide the best value for this service. This results in the lowest rates possible for our residents and customers.

Quality Service Impact:

The ability to accurately model flow characteristics in the water distribution system will allow informed decision making when considering pipe replacements and extensions. This will allow staff to make these changes more efficiently and effectively yielding the best use of time and resources.

Discussion:

Johnson and Anderson performed an update of the water distribution system pipe model as part of the Reliability Study required by the Michigan Department of Environmental Quality. During the course of the mode calibration it became evident the existing model required significantly more effort to update than was included in the scope of work identified in the agreement.

The additional level of effort was necessary to achieve having a model that will be a viable tool that can be updated and accurately reflect the conditions in the water distribution system. This will require modification of the Reliability Study agreement at an increased cost of \$6,600.

Budget Impact:

The additional cost for professional services to the engineering agreement of \$6,600 is adequately budgeted in account number 591-591-55300-801.000.

**ENGINEERING AGREEMENT AMENDMENT
CITY OF WYOMING
WATER SYSTEM RELIABILITY STUDY
J&A File No. 18117**

This document is intended to amend the Engineering Services Agreement between the **City of Wyoming** and Johnson & Anderson, Inc. dated August 1, 2016 and signed by a representative of the City on that date. That Engineering Services Agreement shall be amended as follows:

1.0 ADDITIONAL SCOPE OF SERVICES

- A. Modification to the water system hydraulic model of pipe internal diameters from fractional sizes to nominal sizes.
- B. Modifications to the water system hydraulic model to establish and reassign roughness coefficients to pipes previously using pipe diameters with fractional sizes.
- C. Investigation and correction of discrepancies of pressure reducing valve locations and settings between the two pressure districts as represented in the original water system hydraulic model.
- D. Investigation and correction of discrepancies of system valve locations and positions (open/close) between the two pressure districts as represented in the original water system hydraulic model.
- E. Investigation and corrections of pipe network discrepancies between the water system hydraulic model the REGIS database.
- F. Modifications to the existing water system hydraulic model to reflect the actual pipe layout at the Gezon pumping station.

3.0 PROFESSIONAL FEE

For services described in item 1.0 above, Scope of Services, J&A proposes to charge and PRINCIPAL agrees to pay in accordance with the Schedule of Fees labeled Exhibit "B" as included in the original engineering agreement. Invoices will be rendered monthly based on the actual hours expended times the rate shown on the Schedule of Fees for the classification of the individual working on the project as included in the above referenced engineering agreement **The amount of this engineering agreement amendment shall not exceed \$6,600.00 without prior authorization of PRINCIPAL.** The revised contract amount is as follows:

Design Engineering Contract Amount	\$ 25,706.00
<u>Engineering Agreement Amendment</u>	<u>\$ 6,600.00</u>
New Contract Amount-Design Engineering	\$ 32,306.00

This document amends the Agreement between the two parties dated August 1, 2016. The additional services are subject to all terms and conditions of that Agreement.

JUSTIFICATION:

The additional scope of service tasks were performed due to deficiencies discovered in the water system hydraulic model as provided by the City. The additional services were performed to enhance the model calibration so the water system hydraulic model would more accurately reflect actual hydraulic conditions of the City's water distribution system.

JOHNSON & ANDERSON, INC.

Acknowledged and Accepted by:

CITY OF WYOMING

BY: Randy Panda

BY: _____

TITLE: PROJECT ENGINEER

TITLE: _____

DATE: 11/13/17

DATE: _____

APPROVED AS TO FORM:

Jack R. Harte

City of Wyoming - Water System Reliability Study					
PN:18117					
Additional Services					
Date	Engineer V Hours	Engineer III Hours	GIS Tech IV Hours	GIS Tech III Hours	
10/3/2016	2.00				
12/5/2016				4.25	
12/12/2016			1.00	3.25	
12/13/2016			1.00		
12/19/2016			1.00		
12/21/2016			4.00		
12/22/2016			2.00		
12/22/2016			2.00		
12/23/2016			4.00		
1/11/2017	1.50				
1/13/2017	4.50				
1/16/2017	1.00				
1/17/2017			1.00		
1/18/2017	1.00				
2/10/2017			0.50		
2/13/2017			3.00		
2/14/2017			4.00		
2/16/2017	2.00		2.50		
2/17/2017	0.50				
2/20/2017	3.00	3.00			
3/6/2017	2.50				
3/9/2017	3.00				
3/10/2017	4.00				
3/23/2017	0.50				
4/13/2017	3.00				
4/14/2017	1.50				
Total	30.00	3.00	26.00	7.50	66.50
Billing Rate	\$ 120.00	\$ 90.00	\$ 84.00	\$ 73.00	
Amount	\$ 3,600.00	\$ 270.00	\$ 2,184.00	\$ 547.50	\$ 6,601.50

Note: Billing Rate and Hours taken from Draft Invoice Worksheets 10/13/2017

ORDINANCE NO. 9-17

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (108) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (108) thereto, to read as follows:

- (108) To rezone 212 and 220 – 54th Street, and 5414 and 5432 Haughey Avenue from R-2 Single Family Residential to RO-1 Restricted Office

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2018.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of _____, 2018.

Kelli A. Vandenberg
Wyoming City Clerk



November 28, 2017

MAYOR
Jack A. Poll
AT-LARGE COUNCILMEMBER
Sam Bolt
AT-LARGE COUNCILMEMBER
Dan Burrill
AT-LARGE COUNCILMEMBER
Kent Vanderwood
1ST WARD COUNCILMEMBER
William A. VerHulst
2ND WARD COUNCILMEMBER
Marissa Postler
3RD WARD COUNCILMEMBER
Rob Postema
CITY MANAGER
Curtis L. Holt

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to rezone 212 and 220 – 54th Street, and 5414 and 5432 Haughey Avenue from R-2 Single Family Residential to RO-1 Restricted Office.

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 21, 2017. A motion was made by Smart, supported by Goodheart, to recommend to City Council approval of the rezoning request. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information.

The petitioner, representing Consumers Credit Union, has optioned the four properties. The intention is to remove the single family residences and develop a Consumers Credit Union branch (see attached exhibits). The proposed use would be allowable by-right in the RO-1 Restricted Office zoning district. Earlier this spring, the petitioner on behalf of Consumers Credit Union, obtained RO-1 Restricted Office zoning at the southeast corner of 54th Street and Crippen Avenue with the intention of developing the credit union at that site. After a lengthy evaluation process, they decided to propose this new site to take advantage of the easier access to 54th Street that the traffic signal provides.

The City of Wyoming Land Use Plan was adopted in 2006. The Plan recommends that the residential properties along the south side of 54th Street be used for Office Service uses. Such uses require land assembly to obtain sufficient area to reasonably integrate office or banking developments with the surrounding neighborhood. The proposed rezoning, and conceptual development plan, conforms to this recommendation. If the subject properties are rezoned to RO-1 Restricted Office and subsequently developed, it will help to stabilize the long-term land use along the south side of the 54th Street corridor. The development of Walmart and Home Depot along the north side of 54th Street is a strong influence on other businesses who desire to be in close proximity. The prior rezoning at 54th Street and Crippen Avenue further advances the Land Use Plan by establishing the proper zoning for its redevelopment.

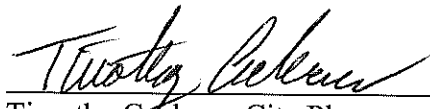
The attached exhibit is conceptual. If the rezoning is approved, Consumers Credit Union would proceed with developing a detailed site plan for review. Consumers Credit Union will not require all of the property within the proposed rezoning. A small office site would be available on the east side, with shared ingress / egress to 54th Street required. There is also a single family residence to the east beyond this rezoning site. Potentially that property could also be rezoned to RO-1 Office to allow a larger office development with the combined sites. That property was not included into the current request as it was not necessary for the desired development.

The proposed rezoning and subsequent Consumers Credit Union development would positively influence land use along the south side of 54th Street through this area. The development would provide a well-designed and attractive day-time business use and reasonable buffering to the existing residences to the south. The proposed rezoning and subsequent development of Consumers Credit Union conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council approval of the rezoning request.

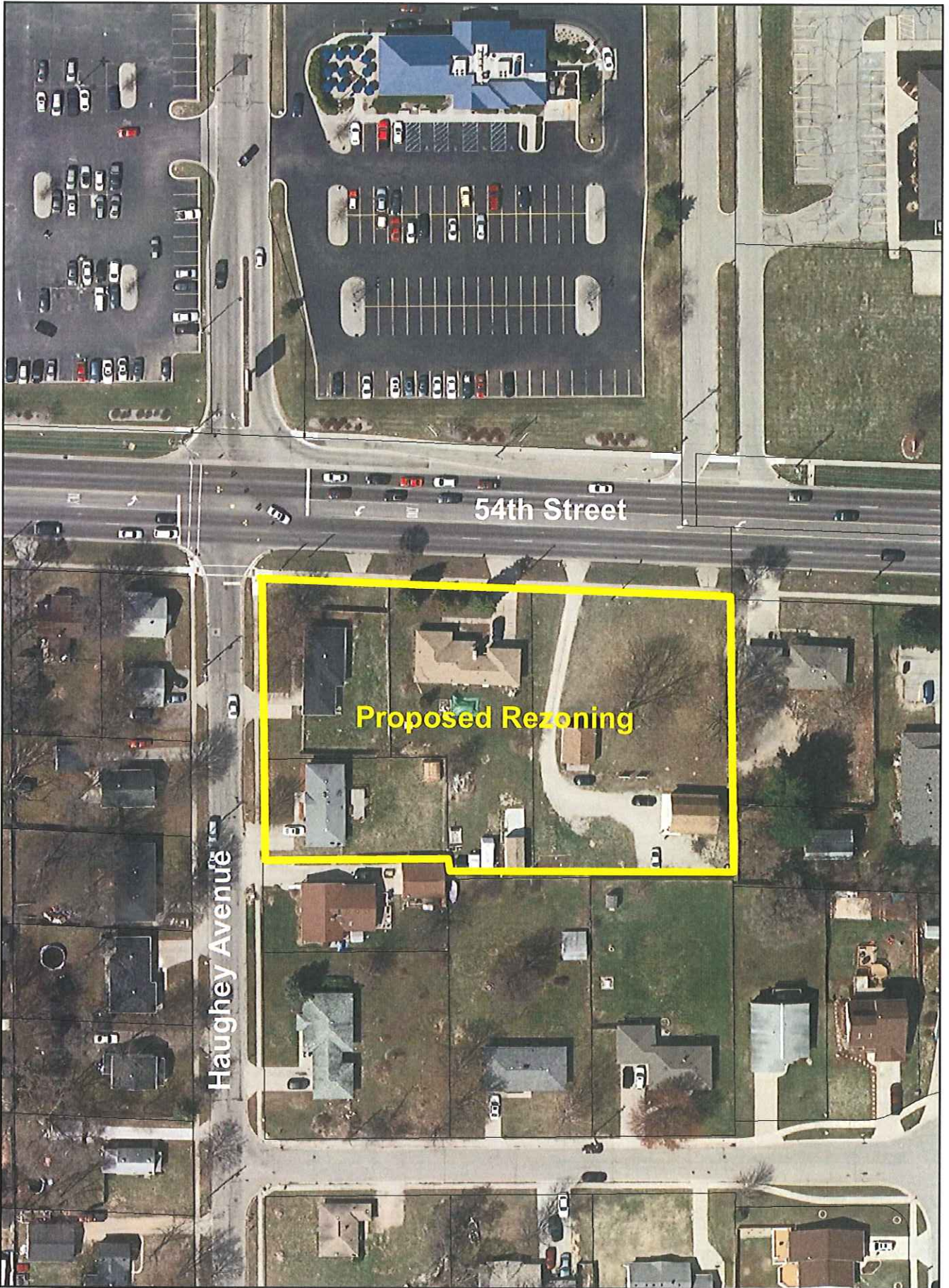
At the public hearing, a nearby property owner spoke to how the proposed use would be a benefit on this site. Five letters were submitted, with three in favor of the rezoning and two opposed.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services



54th Street

Proposed Rezoning

Haughey Avenue



B-2

54th Street

Proposed Rezoning

R-4

R-2

Haughey Avenue

FUTURE LAND USE
CITY OF WYOMING LAND USE PLAN 2020

