

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, AUGUST 17, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Dave Dockweiler, Christ Lutheran Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of August 3, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
 - 7:01 p.m.** To Receive Comment on the Proposed Conditional Transfer of Property Agreement with the City of Grand Rapids
 - 7:02 p.m.** To Consider the Revocation of the Liquor License of Motherland Nite Shift Lounge LLC
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. West Michigan Network for Animal Protection
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Approve Amendment 39 in the Articles of Incorporation of Grand Valley Metropolitan Council
 - b) To Request that the Michigan Liquor Control Commission Revoke the Liquor License of Motherland Nite Shift Lounge LLC, 1820 44th Street SW
 - c) To Authorize City Council to Correct Special Assessment Rolls for Various Deferred Special Assessments
 - d) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
 - e) To Authorize the Mayor and City Clerk to Execute an Employment Contract Between the Fire Fighters Association and the City of Wyoming
 - f) To Authorize the Settlement of Marc Holman Workers' Compensation Case
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - g) To Approve the Sample Collection Services Agreement Between the City of Wyoming and the City of Grand Rapids and to Authorize the Mayor and City Clerk to Execute

the Agreement

- h) To Accept a Proposal for the Low Service Variable Frequency Drive (VFD) #3 Replacement Project (Budget Amendment No. 16)
- i) To Concur with the Emergency Purchase and Installation of an AC Condenser Unit and to Authorize Payment to Hurst Mechanical

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment



Homeless Pets - A Community Problem

Pet overpopulation takes its toll on communities across the United States. In the U.S., an estimated 6 to 8 million dogs and cats enter shelters each year. Only half of those animals successfully make it out of the shelter into new homes. The rest, 3 to 4 million, are sadly euthanized. Kent County is unfortunately no exception. In 2014, over 5,200 dogs and 4,100 cats passed through the doors of our two largest animal welfare organizations. In addition, there were more than 1,300 feral cats spayed or neutered through the local Trap-Neuter-Return program, ultimately preventing thousands of additional unwanted kittens arriving through local shelters in years to come. Through the tireless efforts of many, shelters and rescue organizations are able to achieve positive outcomes for 58% of cats and 62% of dogs. There is great opportunity to increase this number and save the lives of more homeless pets in our community.

When an animal enters a shelter it immediately becomes a burden on local taxpayers. In Kent County, the animal shelter alone takes in over 7,000 dogs and cats annually. Just over \$1.8 million taxpayer dollars, or \$270 per animal, are spent each year to collect, house, care for, adopt out or euthanize unwanted dogs and cats. The economic and social costs of pet overpopulation are wide. It not only affects the animals but the community as a whole. Addressing this issue is critical, and will take a collaborative and innovative approach to positively impact the welfare of animals in our community.

Strength in Numbers

In late 2011, a group of local animal welfare organizations began meeting to discuss how to better work together to reduce the problem of pet overpopulation in our community. The realization that multiple organizations were working tirelessly toward the same goal, coupled with the enormity of the problem, led each partner to push toward a shift in thinking and practice. An innovative public and nonprofit partnership began to take shape in 2013, as leadership and staff from the following organizations met monthly to lay the foundation for a strong collaborative. Current partners include:

- Kent County Animal Shelter
- Humane Society of West MI
- C-SNIP
- Vicky's Pet Connection
- Reuben's Room



Purpose

Vision: A community that values the life of every animal.

Mission: To inspire and partner with the community to increase adoption and reduce euthanasia through education, advocacy and spaying and neutering of animals in West Michigan.

Goal: To increase live release rates of homeless animals in our community.

**Live release rate represents the percent of animals who leave shelter facilities alive through adoption, return to owner, or transfer to another non-profit agency such as another shelter, a breed rescue group or foster care network that can find a home for all of the animals it receives.*

Strategic Priorities:

1. Establish a collective baseline of community data
2. Draft partnership agreement to formalize participation in the Network.
3. Develop common language, unified partner statements, and a shared web portal to streamline information and resources to the community
4. Increase awareness and engagement with city and county commissioners.
5. Expand community awareness about the state of animal welfare in Kent County and opportunities for the public to help impact the issue.
6. Define the local animal welfare landscape and draft a resource guide for community stakeholders.
7. Target at-risk pets and owners to encourage responsible pet care practices and access to resources.
8. Create opportunities for shared events and cross promotion between partner organizations.
9. Maximize opportunities for pet adoption by removing barriers in process and cost.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AMENDMENT 39
IN THE ARTICLES OF INCORPORATION
OF GRAND VALLEY METROPOLITAN COUNCIL

WHEREAS:

1. The members of Grand Valley Metropolitan Council (“Metro Council”) have by majority vote approved Amendment No. 39 (Addition of Nelson Township and the Village of Sparta) in the Articles of Incorporation of Grand Valley Metropolitan Council.
2. The amendments have now been submitted for approval by the legislative bodies of the local governmental units that belong to Metro Council.
3. The City Council of the City of Wyoming has considered Amendment No. 39 in the Articles of Incorporation of Metro Council.

NOW, THEREFORE, BE IT RESOLVED:

1. Amendment No. 39 in the Articles of Incorporation of Grand Valley Metropolitan Council is hereby approved.

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 August 17, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REQUEST THAT THE MICHIGAN LIQUOR CONTROL COMMISSION
REVOKE THE LIQUOR LICENSE OF MOTHERLAND NITE SHIFT LOUNGE LLC,
1820 44th STREET SW, WYOMING, MICHIGAN

WHEREAS:

1. On August 3, 2015, the City Council of the City of Wyoming, acting on findings and a recommendation from a Committee of Council following a hearing, adopted Resolution 25216 (attached), revoking the business license of Motherland Nite Shift Lounge LLC, 1820 44th Street SW, for violations of Sections 14-52 and 14-180 of the Code of the City of Wyoming, in order to protect the public health, safety and welfare.
2. On August 3, 2015, the City Council set a public hearing for August 17, 2015, at 7:02 p.m. to hear comment on whether to request the Michigan Liquor Control Commission revoke the liquor license of Motherland Nite Shift Lounge LLC.
3. The public hearing was held on August 17, 2015 at the regularly scheduled City Council meeting.
4. The City Council reviewed the findings of the earlier action to revoke the business license of Motherland Nite Shift Lounge LLC, and considered comments received during the public hearing.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming finds that in order to protect the public health, safety and welfare, the liquor license of Motherland Nite Shift Lounge LLC should be revoked.
2. The City Council of the City of Wyoming requests the Michigan Liquor Control Commission, pursuant to MCL 436.1501, revoke the on-premise class C liquor license held by Motherland Nite Shift Lounge LLC, 1820 44th Street, Wyoming, Kent County, Michigan.

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 August 17, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Resolution #25216 Revoking Business License

Resolution No. _____

RESOLUTION NO. 25216

A RESOLUTION TO REVOKE THE BUSINESS LICENSE
FOR MOTHERLAND NITE SHIFT LOUNGE, LLC

WHEREAS:

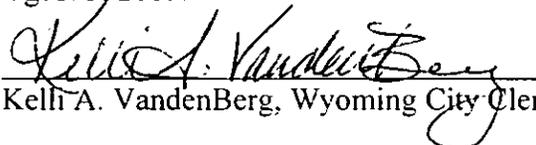
1. On July 18, 2015, the City Clerk suspended the business license of Motherland Nite Shift Lounge, LLC, 1820 44th Street SW, for violations of Section 14-52 and 14-180 of the Code of the City of Wyoming.
2. On July 20, 2015, the City Council appointed a committee of Council to conduct a hearing and to consider the request to revoke the business license, pursuant to Section 14-53 of the Code of Ordinances.
3. The committee of Council, composed of Mayor Jack Poll and Councilmembers Sam Bolt and Dan Burrill, held a hearing on July 30, 2015, and took testimony from the Wyoming Police Department and heard comments from Euse Ekere, the business owner and D'Job Civil, the general manager.
4. The committee of Council made findings and a determination (attached) to recommend that City Council revoke the business license of Motherland Nite Shift Lounge, LLC, in order to protect the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming concurs with the findings and recommendation of the committee appointed to consider the business license suspension and/or revocation for Motherland Nite Shift Lounge, LLC.
2. The business license of Motherland Nite Shift Lounge, LLC, 1820 44th Street SW, Wyoming, Michigan, is hereby revoked.

Moved by Councilmember: Bolt
 Seconded by Councilmember: Burrill
 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: August 3, 2015.


 Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:
Findings and Recommendation

In the Matter of: The proposed revocation of the business license for Motherland Nite Shift Lounge, LLC at 1820 – 44th Street S.W., Wyoming, Michigan.

Motherland Nite Shift Lounge, LLC at 1820 – 44th Street S.W., Wyoming, Michigan holds business license No. 2459 with an expiration date of March 1, 2016.

Motherland Nite Shift Lounge also has a Class C Liquor License for that location issued by the Michigan Liquor Control Commission after approval by the Wyoming City Council.

By resolution no. 25210 dated July 20, 2015, the City Council appointed a committee to conduct a business license revocation hearing for Motherland Nite Shift Lounge, LLC.

Notice of hearing was sent to the license holders on July 22, 2015. The hearing before the Council Committee was held on July 30, 2015 at 9:00 am in the City Council chambers of the City of Wyoming.

Exhibits were presented to the Committee and sworn testimony was presented.

Upon hearing the sworn testimony and considering the exhibits provided, the committee makes the following findings of fact.

1. Motherland Nite Shift Lounge, LLC has a business license issued by the City of Wyoming which expires on March 1, 2016.
2. That Motherland Nite Shift Lounge, LLC has a Class C Liquor License issued by the Michigan Liquor Control Commission.
3. Notice of Suspension of the business license was delivered to Eusebus Ekere on July 18, 2015 and Notice of Suspension was posted on the property at 1820 – 44th Street S.W. on July 18, 2015.
4. Since the opening of the business in approximately April of 2015, there has been a history of complaints regarding the business, summarized as follows:
 - A. Noise and Disorderly conduct complaints on approximately 7 occasions.
 - B. On July 17, 2015 business scheduled event using a promoter, knowing that the expected crowd would exceed the capacity of the building.
 - C. The business owner had previously assured the City that this type of event would not take place.

- D. On July 18 at approximately 1:55 am an altercation occurred in the parking lot of the business with 5 to 8 shots being fired and 1 person suffering a gun shot wound.
- E. On July 18, 2015 there were numerous disorderly subjects in the business parking lot who were not being controlled by security personnel from the business and upon investigation by the police alcohol was being consumed in the parking lot.
- F. There have been alleged violations of liquor regulations which have been reported to the Liquor Control Commission.

5. Wyoming Police Department personnel have had several discussions with the business owners in an attempt to address the issues at the location.

6. That Section 14-52 of the Code of the City of Wyoming provides as follows:

Suspension and revocation.

Any license, registration or permit issued by the city may be suspended for any one of the following reasons:

- (1) Misrepresentation of any material fact on the application for obtaining such license, registration or permit.*
- (2) Violation of any section of this chapter as it relates to the operation or business.*
- (3) Violation of any state or federal statute or duly adopted federal, state or local rule and regulation as relates to the operation or business.*
- (4) Failure to comply with an authorized requirement of any city official as relates to the operation or business.*
- (5) Failure to perform any act or the performing of any act, either of which is contrary to or would endanger the public health, safety and welfare.*

If the license or registration of any person is suspended, the city official who suspends such license or registration shall inform the licensee in writing as to the reasons why the license has been suspended and the effective date of such suspension. If there are conditions to be corrected, the city official in the notice shall inform the licensee of such. The city official may lift such suspension if he finds that the conditions have been corrected.

7. That Section 14-180 of the Code of the City of Wyoming provides as follows:

Conduct of Business. The owner, as well as the agents and servants of the owner, actually engaged in the operation of a place of business, licensed to sell alcoholic beverages on the premises, shall at all times be responsible for the conduct of occupants and patrons. No disorderly, loud or boisterous conduct shall be permitted, nor shall any entertainment be given or permitted which is offensive, indecent or obscene in its nature. Front windows shall at all times be clear of curtains, screens or objects which would tend to obstruct vision into the establishment from the front and outside of the premises. No living quarters shall be permitted in the same building, if they are connected to the business establishment in such a way that the public has, or is likely to have access thereto. No booths shall be permitted which are completely enclosed or capable of being either permanently or temporarily completely enclosed or locked or with partitions higher than four feet from the floor. No such place shall permit alcoholic beverages to be served or consumed in private rooms unless the door to such room shall be open during the period while such alcoholic beverages are being consumed therein. All places must have separate toilet facilities for men and women.

8. That based upon the foregoing we, the members of the committee, appointed by Resolution of the City Council on July 30, 2015, find as follows: (Check appropriate boxes as applicable)

- That Motherland Nite Shift Lounge, LLC located at 1820 – 44th Street S.W. violated Section 14-180 of the Wyoming City Code in that they being responsible for the conduct of occupants and patrons permitted their establishment to be a place of disorderly, loud or boisterous conduct so as to constitute a real and immediate threat to the health and safety of officers who respond to these situations as well as the safety of those who live in the surrounding area.
- That Motherland Nite Shift Lounge, LLC located at 1820 – 44th Street S.W. violated Section 14-52(5) of the Wyoming City Code by failing to control the activities of their patrons so to not endanger the public health, safety and welfare of the citizens of the City of Wyoming and its police officers.

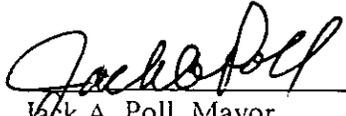
Based upon the forgoing we, the Committee recommend the following to the Wyoming City Council.

- Revoke the Business License issued to Motherland Nite Shift Lounge, LLC, 1820 – 44th Street SW in the City of Wyoming

Not revoke the Business License issued to Motherland Nite Shift Lounge, LLC, 1820 – 44th Street S.W. in the City of Wyoming

other (if applicable)

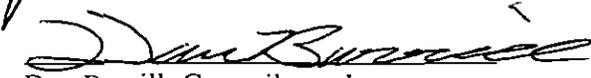
Dated: 7-30-2015



Jack A. Poll, Mayor



Sam Bolt, Councilmember



Dan Burrill, Councilmember

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE CITY COUNCIL TO CORRECT
SPECIAL ASSESSMENT ROLLS FOR
VARIOUS DEFERRED SPECIAL ASSESSMENTS

WHEREAS:

1. City Council levies special assessments against properties when constructing improvements that provide a monetary benefit to adjacent property.
2. Certain special assessments are deferred when assessed against properties until hookup or until the assessed improvement provides a useable benefit to the adjacent property.
3. Periodically, a few of the deferred assessments change from the intended use and never benefit the property as originally intended at the time of the assessment.
4. These deferred assessments are tracked by the Treasurer's Office and should be eliminated as active assessments if no longer applicable to the assessed parcel.
5. The following deferred assessments have changed from the original intended benefit of the special assessment collection and can be waived and removed from the roll.

SA No.	Year	Parcel No.	Amount	Comment
0-611D	1971	41-17-28-288-032	\$1,605.92	City Property – Ferrand Park
3-657D	1974	41-17-10-276-004	No set amt	Trunk Sewer
3-657D	1974	41-17-10-276-005	No set amt	Trunk Sewer
3-657D	1974	41-17-10-501-002	No set amt	Trunk Sewer
3-657D	1974	41-17-11-101-012	No set amt	Trunk Sewer
3-657D	1974	41-17-11-301-037	No set amt	Trunk Sewer
3-657D	1974	41-17-11-351-041	No set amt	Trunk Sewer
3-661D	1973	41-17-36-277-009	\$1,800.00	No Connection to Water
3-661D	1973	41-17-36-476-006	\$1,102.50	No Connection to Water
3-661D	1973	41-17-36-476-036	\$3,862.13	No Connection to Water
3-661D	1973	41-17-36-476-037	\$ 487.87	No Connection to Water
3-662	1991	41-17-36-101-027	No set amt	Wetland No Connection
6-680D	1976	41-17-36-226-029	\$ 525.00	CE ROW Bike Path
6-680D	1976	41-17-36-276-007	\$ 315.00	CE ROW Bike Path
6-680D	1976	41-17-36-276-008	\$ 315.00	CE ROW Bike Path
6-680D	1976	41-17-36-476-023	\$ 173.25	CE ROW Bike Path
8-727D	1988	41-17-02-126-019	\$8,073.26	Multiple Splits Occurred
90732D	1990	41-17-35-226-063	\$1,280.80	Site is developed
92736D	1992	41-17-29-410-001	No set amt	No Connection Needed
98762D	1998	41-17-29-400-027	No set amt	No Connection Needed

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to Section 66-19 of the City Code, the City Council hereby approves the correction of various deferred special assessments, waives collection of the assessments and directs the City Treasurer to remove them from the active deferred special assessment roll.

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 August 17, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF
WYOMING AND THE WYOMING CITY EMPLOYEES UNION

WHEREAS:

1. Resolution 24267, dated September 4, 2012 was adopted by the Wyoming City Council approving an Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classification of Engineering Technician and Senior Engineering Technician as shown on the attached Memorandum of Understanding.
3. The City Manager further recommends the City Council amend the Employment Contract Classification and Salary Schedule for the Wyoming City employees Union to delete the Engineering Technician II.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the above amendments to the Wyoming City Employees Union Classification and Wage Schedule and authorizes the City Manager to execute the attached Memorandum of Understanding.

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 August 17, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum of Understanding
Memorandum

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

**Engineering Technician
Senior Engineering Technician**

In accordance with Article 2, Section 1 (G) of the Collective Bargaining Agreement, the City of Wyoming ("City") and the Wyoming Employees Union agree as follows:

1. The classifications of Engineering Technician and Senior Engineering Technician are added to the bargaining unit.
2. The classifications will be placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

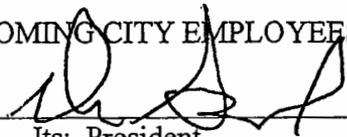
	Range	Minimum	Maximum
Engineering Technician	G53	\$22.15	\$27.23
Senior Engineering Technician	G63	\$24.58	\$30.13

3. The classification of Engineering Technician II shall be closed and will be deleted.
4. The above changes to the Classification and Salary Schedule are subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
Its: City Manager

By:  _____
Its: President

Date: _____

Date: 8-10-2015

Memorandum

To: William Dooley, PE, Director of Public Works
From: Myron Erickson, PE, Deputy Director of Public Works
Russ Henckel, PE, Assistant Director of Public Works
Date: 29 July 2015
Re: Engineering Technician Job Descriptions

As you know, we have been working on revising the Engineering Technician job descriptions. Human Resources has completed its wage review study and we are ready to make the following recommendations. This memo is to bring you up to date on the conclusions of the process and get your support of the recommended actions. After that is complete, HR will prepare a Memorandum of Understanding (MOU), we will seek the Union's approval of the MOU for the new classifications, and the matter will be taken to City Council for its approval.

Currently the City has one classification which is the Engineering Tech II. Our proposed action is to delete the Engineering Tech II classification and create two new classifications titled Engineering Technician and Senior Engineering Technician. Draft job descriptions have been prepared for both (see attached), and we are ready to send them for Union review upon your approval to proceed.

The internal and external wage review supports the Engineering Technician position be classified at G53 (\$22.15/hr - \$27.23/hr) and the Senior Engineering Technician position be classified at G63 (\$24.58/hr - \$30.13/hr). Human Resources is supportive of this conclusion after looking at similar jobs in other communities in Michigan and after comparing the duties, qualifications, and levels of responsibility of other jobs at these classifications within the City of Wyoming.

There are currently two existing employees in the Engineering Tech II position, Mike Wilson and Mary Marchwinski. Our recommendation is that Mike Wilson be reclassified as Senior Engineering Tech at the H step of G63 upon Council approval of the MOU and that Mary Marchwinski be reclassified as Engineering Technician at the K step of the G53 classification. Mary has an additional licensure credential that she must obtain before she will meet the required credentials of the proposed Senior Engineering Technician job description. After Mary obtains this, which we anticipate could be as early as this fall, she too would be reclassified as Senior Engineering Technician.

Thank you for your consideration.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN EMPLOYMENT CONTRACT BETWEEN THE WYOMING FIRE FIGHTERS ASSOCIATION AND THE CITY OF WYOMING

WHEREAS:

- 1. The Employment Contract between the Wyoming Fire Fighters Association and the City of Wyoming effective July 1, 2015 through June 30, 2019, was approved by the Wyoming Fire Fighters Association.
- 2. It is recommended that the City Council approve said Contract.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The City Council for the City of Wyoming does hereby approve the Employment Contract between the Wyoming Fire Fighters Association and the City of Wyoming effective July 1, 2015 through June 30, 2019.
- 2. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to execute said Employment Contract.

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 August 17, 2015.

 Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Notice from the WYFF
- Tentative Settlement Agreement
- Classification and Wage Schedules

Oostindie, Kim

From: Koens, Lacey
Sent: Tuesday, August 11, 2015 8:33 AM
To: Oostindie, Kim
Subject: Contract

Kim,

We are excited to announce the Union has voted in favor of ratifying the 2015-2019 CBA. Thank you for all the time and work put into this contract.

Sincerely,

Lacey Koens, President
IAFF Local #2758

CITY OF WYOMING

-and-

WYOMING FIRE FIGHTERS ASSOCIATION

CBA Settlement Agreement (2015-2019)

This Settlement Agreement is made by and between the City of Wyoming (“Employer”) and the Wyoming Fire Fighters Association (“Union”) as follows:

1. The provisions of the 2012-2015 collective bargaining agreement (“CBA”) between the Employer and the Union shall be incorporated herein except to the extent that they are modified by the terms of this Settlement Agreement.
2. Nothing in this Settlement Agreement shall be retroactive unless specifically stated herein.
3. This Settlement Agreement is subject to ratification by the bargaining unit and the Employer’s City Council.
4. Modify the Agreement as necessary to reflect a term of July 1, 2015, through June 30, 2019.
5. Replace all references to “Fire Chief” with “Director of Police and Fire Services” and replace all references to “City” with “Employer”.
6. Modify Article III, Section 3 to read as follows:

Whenever a member of the Bargaining Committee or the Grievance Committee is requested to act in such capacity away from the station during working hours, the employee shall request permission from the Battalion Chief to leave. At a time as may be mutually agreeable, said member may leave the job. The employee shall return as soon as possible and shall report to the immediate Supervisor upon returning. The City shall pay the Bargaining and Grievance Committee members their regular pay when engaging in collective bargaining and processing grievances during their regular working hours.

7. Modify Article VI, Section 7 to read as follows:

Daily Acting Assignment: If a fire suppression employee is assigned to a “daily acting assignment” in a higher classified position for one (1) hour or longer pursuant to authorization from the Battalion Chief or designee, such employee shall be paid a “daily acting assignment” hourly rate differential of 5% above the employee’s current base rate of pay, beginning on the date and hour, of commencing such work assignment. No daily acting assignment shall exceed 30 days unless the Director of Police and Fire Services and the City Manager authorize the extension.

Daily acting assignments, for the purpose of balancing daily manpower, will utilize "certification" and "seniority" as factors in determining who will fill in at a higher classified position.

8. Add a new Article VI, Section 8 reading as follows (renumber current Sections 8 and 9):

Temporary Assignment: Temporary assignment shall mean an assignment for a limited time to a position classification as determined by the needs of the fire service. For temporary assignments exceeding one month, the employee shall be paid at a lower step in the range of the temporary classification provided such rate is not lower than the employee's regular classification rate. No temporary assignment shall exceed ninety (90) days unless the Director of Police and Fire Services and the City Manager authorize the extension.

Temporary assignments, when used to fill a vacancy, shall first be made from the top person on any current eligibility list for the position that has been temporarily vacated. In the absence of any current list, selection of the person for the temporary assignment will be made by the Deputy Director of Fire Service, who will utilize "certification" and "seniority" as factors in determining who will fill in at a higher classified position. Employees filling a temporary assignment may be required to move to another shift when a vacancy and a need exist. Moving to another shift means leaving one's current shift to perform temporary assignment duties on another shift.

9. Modify Article VII to read as follows:

Section 1. Definition. The term "grievance" shall mean any dispute between the Employer and the Association or between the Employer and any employee or employees arising out of the interpretation, application or administration of a specific Article or Section of this Contract. Each grievance shall set forth the facts pertaining to the alleged violation and any pertinent Section of this Contract or any rule or regulation which is deemed violated.

Section 2. Grievance Steps. Grievances shall be processed in the following manner:

- A. Step 1. The aggrieved employee or the Grievance Chairman, if the grievance involves a group of employees or the Association, will present the grievance in writing to the Deputy Director of Fire Service within ten (10) working days after the date the employee knew or should have known of the existence of the event which gave rise to the grievance. Said Deputy Director shall give his answer in writing within ten (10) working days after the date the Deputy Director receives the grievance; however, if the Deputy Director fails to give his answer the grievance shall advance to Step 2.
- B. Step 2. If the grievance is not settled in Step 1, it shall be signed and submitted by the employee or the Grievance Chairman to the Director within ten (10) working days after said Deputy Director's decision is received. The Director shall reply to the grievance in writing within ten (10) working days after the date the Director receives the grievance; however, if the Director fails to give his answer the grievance shall advance to Step 3.
- C. Step 3. If the grievance is not settled in Step 2, the grievance shall be presented to the City Manager within ten (10) working days after receipt of the decision of the Director. The City Manager shall provide an opportunity for the Grievance Committee to meet with him within ten (10) working days after receipt of said grievance for the purpose of discussing the grievance. The City Manager shall reply to the grievance in writing within ten (10) working days after the

presentation of the grievance or within ten (10) working days after the meeting with the Grievance Committee, whichever is longer. If the City Manager fails to give his answer within the above time limits, the grievance shall advance to Step 4.

Any grievance by the Employer against the Association shall be filed with the Association President and shall be answered in writing within ten (10) working days of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

- D. Step 4. If no satisfactory settlement is reached in Step 3, the grievance may be submitted to arbitration. Within twenty (20) days from the receipt of the decision of the City Manager, the Association shall notify the Employer that it requests arbitration, and request a list of seven (7) arbitrators through the Federal Mediation and Conciliation Service (FMCS). A copy of the request shall be given to the Employer. Upon receipt of the list, the Association and the Employer shall alternately strike names from the list with the decision as to who is to strike first being decided by a flip of a coin. After six (6) names have been stricken, the remaining name shall be the arbitrator. The Association shall notify FMCS of the selection. Arbitration shall be in accordance with the rules and procedures established by the FMCS. The decision of the arbitrator shall be final and binding on the parties hereto. The arbitrator shall be bound by this Contract and shall not modify, alter, or change the terms and, if he does, either party may process an appeal of said decision to Court. Costs of the arbitration shall be borne equally by the parties hereto.

Section 3. Procedural Requirements. All procedural requirements of Article VII, Section 2 are necessary for the processing of any grievance unless waived in writing by both parties. Working days shall mean Monday through Friday, excluding holidays.

Section 4. Court Reporter. Either party may at its own expense employ the services of a certified court reporter for the purpose of preserving the proceedings at the arbitration hearing.

Section 5. Witnesses. Upon the request of the Association, the Employer shall make employees who are on duty available as witnesses at the arbitration hearing.

10. Modify Article VIII, Sections 2 and 3 to read as follows:

Section 2. Discipline. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions involving written reprimands which occurred more than two years previously.

Section 3. Indemnification. Whenever any claim is made or any civil action is commenced against an employee while within the scope of the employment, the Employer shall provide the services of an attorney to represent and defend the employee as to any claim or civil action. The Employer may compromise, settle and pay any claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an employee as a result of any civil action while within the scope of the employment, the Employer will indemnify the employee and pay, settle or compromise any judgment. The selection of an attorney to represent the employee shall

be at the discretion of the Employer. This provision shall not apply to any claims or suits resulting from intentional wrongdoing or gross negligence on the part of the employee.

11. Modify Article X, Section 4, Subsection 3 to read as follows:

Effective January 2, 2016, sick leave will be recorded in a "new sick leave bank." An employee who has a balance of sick leave hours on January 1, 2016, shall have the sick leave hours recorded in an "old sick leave bank." The employee shall not be permitted to accumulate additional sick hours in the "old sick leave bank" after January 1, 2016. The employee may use the "old sick leave bank" for sick leave purposes after exhausting the "new sick leave bank."

Employees shall receive one (1) full hour pay for each two (2) hours of accumulated sick leave in their "old sick leave bank" with a maximum pay off of 600 hours (accumulation of 1200 hours or more) upon termination of employment, retirement or death, after five (5) years of employment, except for cause.

Employees shall receive one (1) hour pay for each two (2) hours of accumulated sick leave in their "new sick leave bank," with a maximum pay off of 200 hours (accumulation of 400 hours or more), upon termination of employment, retirement or death, after five (5) years of employment, except for cause.

12. Delete Article X, Section 4, Subsection 7.

13. Modify Article X, Section 6, Subsection 1(e) to read as follows:

As required to comply with the Retiree Medical Trust.

14. Modify Article X, Section 8, Subsection 5 by changing "as stated in" to "consistent with" and also modify Subsection 1 to read as follows:

Employees on military leave will be treated in accordance with applicable law.

15. Modify Article XI, Section 1, Subsection 4 to read as follows:

Employees with a vacation accrual on December 31, 2015, of over two years' entitlement shall forfeit such time over two years. After being credited for vacation in January 2016, employees will receive a one-time payment for vacation balance in excess of two (2) years' entitlement. After the initial one-time payout, the maximum vacation accrual is two (2) years' entitlement. The one-time payment will not exceed one year's entitlement.

16. Modify Article XI, Section 4 to read as follows:

Section 4. Accrued Vacation. Payment for accrued vacation shall be made upon termination, retirement or death. Effective January 1, 2016, the maximum payment is two (2) years' entitlement.

17. Modify Article XI, Section 6 to read as follows:

Employees may request and receive pay for up to one-half (1/2) of one year's vacation entitlement. Requests shall be made in writing and only one request may be made per calendar year.

18. Modify Article XII, Section 1 to read as follows:

Section 1. Holidays. Holiday leaves with pay shall be as follows:

- New Year's Day
- Good Friday
- Easter (effective January 1, 2010)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- The day following Thanksgiving
- The day before Christmas
- Christmas
- The day before New Year's Day
- Floating holidays: Suppression employees shall receive 48 hours and non-suppression employees shall receive 24 hours; these hours shall be taken at the employee's discretion with the approval of the immediate supervisor.

19. Modify Article XII, Section 3 to read as follows:

Only full-time employees shall be eligible for holiday pay and they must have worked on their regularly scheduled work day immediately preceding and immediately following the holiday, unless that employee had taken an approved accrued leave day.

20. Modify Article XIII, Section 1 as follows:

Section 1. Health. The City shall provide each employee and the employee's dependents with group health coverage which shall include the following:

- The benefits provided under the City's sponsored plan, which shall be at least those in effect July 1, ~~2008~~ **2015**.
- ~~The prescription co-pay shall be \$10 for generic drugs and \$20 for name brand drugs and The office visit co-pay shall be \$10. Effective January 1, 2010, Co-pays for using a specialist shall be \$20 (unless the specialist is the member's primary care physician in which case it shall be \$10), \$35 for using an urgent care facility, \$50 for using a hospital emergency room visit (waived if admitted), and \$50 for imaging services (maximum two imaging co-pays per year).~~
- **Effective September 1, 2015, the co-pays shall be as follows: the office visit co-pay shall be \$20. Co-pays for using a specialist shall be \$30 (unless the specialist is the member's primary care physician in which case it shall be \$20), \$40 for using an urgent care facility, \$100 for using a hospital emergency room visit (waived if admitted), and \$100 for imaging services (maximum two imaging co-pays per year).**
- ~~Effective July 1, 2013, The prescription co-pay shall be \$10 for generic drugs, \$30 for preferred name-brand drugs, and \$60 for non-preferred name-brand drugs.~~

21. Modify Article XIII, Section 3 as follows:

Section 3. Dental and Vision. The City shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the City's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect July 1, ~~2008~~ **2015**.

22. Modify Article XIII, Section 5 as follows:

Section 5. New Insurance Plan and **Alternate Insurance Plan.**

The City shall have the right to change to another insurance carrier or health plan providing the coverage shall be generally equivalent as listed above and the Bargaining Committee of the Association has a timely opportunity to review and comment upon any change in a reasonable period of time before the change becomes effective. Any disagreements concerning the application of this section will be subject to the contractual grievance and arbitration procedure.

The Employer may offer alternative health plans, such as high deductible plans and health savings accounts, on a voluntary basis. The employee contribution for such plans may be less than the contribution for the current health plan.

23. Modify Article XIV, Section 1 to read as follows:

Wage increases shall be as follows:

7-1-2015:	2.25%
7-1-2016:	2.75%
7-1-2017:	2.50%
7-1-2018:	2.25%

All wage increases shall be at the top step of the pay range, maintaining the differential between each step of the pay range.

Whenever a designated employee is performing duties of a Field Training Firefighter, the employee shall be paid an additional one dollar (\$1.00) per hour.

24. Modify Article XIV, Section 2 by deleting the first paragraph numbered "2" on page 19 (which starts with "Beginning at age 60") and replacing it with the following:

The following changes shall apply to the retiree health insurance benefit for employees who are eligible for the Defined Benefit Plan (Retiree Medical Trust) and who retire after July 1, 2015:

Beginning at age 60, retirees shall contribute a percentage of the cost of their health insurance in accordance with the following scale. The premium shall be that recommended by the Employer's Third Party Administrator (TPA) or insurer as applicable.

<u>Full Years of Service</u>	<u>Retiree Contribution</u>
Less than 10	Not vested, no DB retiree health benefit

10-14	30%
15-18	20%
19+	0%

25. Modify Article XIV, Section 2 by deleting everything beginning with numbered paragraph 3 on page 19 and ending with the words "PEHP plan administrator" on page 20 and replacing it with the following:

An employee shall be eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after October 1, 2009 and is not eligible to be enrolled in the City's retiree medical Plan (as set forth in the Retiree Medical Trust and Benefit Policy) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's PEHP (eligibility is set forth in the Post Employment Health Plan). The PEHP is an investment account that the employee may use for post-employment medical expenses and/or insurance premiums.

The City shall make a contribution to the PEHP on behalf of each eligible employee. Employees will be allowed to direct the investment of contributions made for them among investment options made available by the PEHP Plan administrator. The amount of the contribution shall be the following: A flat dollar amount per pay period adjusted as of July 1 of each fiscal year with the amount based on 4% of the combined average of the bargaining unit PEHP participants' compensation in the preceding calendar year. A participant who has less than a full calendar year of compensation will have his or her compensation counted on the basis of annual base wage. Compensation shall have the same meaning as under Section 2.6 of the Post Employment Health Plan. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage shall continue to receive the 4% flat rate City contribution. Participants in the PEHP shall be subject to the terms and conditions of the Plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's Retiree Medical Plan (as set forth in the Retiree Medical Trust and Benefit Policy and the Post Employment Health Plan); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by the Post Employment Health Plan and the PEHP Plan administrator.

26. Modify Article XIV by deleting the paragraph in the middle of page 20 as follows:

~~An information booklet shall be furnished to all employees explaining the retirement system in plain language. The booklet shall include the following terminology for employees who retire during the term of this agreement:~~

27. Modify Article XIV by replacing all of the defined benefit pension plan language on pages 20 and 21 with a reorganized and modified new section as follows:

Defined Benefit Pension Plan.

- A. Vesting shall occur after 10 full years of employment.

- ~~B. Final average compensation shall be 1/36 of the aggregate amount of compensation paid a member during the 36 consecutive months of credited service in which the aggregate amount of compensation paid is the greatest. The 36 consecutive months of credited service shall be contained within the member's last 60 months of credited service. If the member has less than the required 36 months of credited service, final average compensation means the aggregate amount of the compensation paid the member divided by the member's total period of credited service.~~
- C. For employees retiring after September 6, 2005, normal retirement age shall be age fifty (50). ~~Effective the first full payroll period after ratification of this agreement, Employees shall contribute by payroll deduction one percent (1%) of their gross pay for this benefit. Employees who are new hires and participate in the defined contribution plan shall not be required to contribute for this benefit.~~
- D. There shall be a 30-year maximum benefit for employees retiring on or after January 18, 2010.
- E. For employees retiring on or after January 1, 1997, the multiplier shall be 2.25% of the final average compensation.
- F. For employees retiring on or after July 1, 1998, the multiplier shall be 2.35% of the final average compensation.
- G. For employees who retire on or after January 18, 2010, the multiplier shall be 2.7%. Effective January 18, 2010, employees shall contribute 3.0% of their gross pay for this benefit. The combined employee contribution for pension shall be 4.0% of gross pay.
- H. **Effective January 1, 2016, employees shall contribute by payroll deduction an additional 0.5% of their gross pay toward the defined benefit pension plan, for a total employee contribution of 4.5%.**
- I. **Effective July 1, 2016, employees shall contribute by payroll deduction an additional 0.5% of their gross pay toward the defined benefit pension plan, for a total employee contribution of 5%.**
- J. **Effective July 1, 2017, employees shall contribute by payroll deduction an additional 1% of their gross pay toward the defined benefit pension plan, for a total employee contribution of 6%.**
- K. All other benefits may be found in the ~~Wyoming City Code~~ **Defined Benefit Plan**. Any payments under ~~this Pension Plan~~ the **Defined Benefit Plan** shall be coordinated pursuant to MCL 418.354 of the Workers' Disability Compensation Act.

~~An employee who dies between July 1, 2008 and January 17, 2010, who was a participant in the City's defined benefit retirement plan at the date of his death, and whose designated beneficiary is eligible to receive a pension benefit from the City shall have the same retirement benefits as active employees that become effective January 18, 2010; however such improved benefits shall not be retroactive to the date of death.~~

28. Modify Article XIV, Section 3 to read as follows:

An employee is eligible to participate in the Defined Contribution Plan if 1) the employee starts employment with the City after September 6, 2005, and is not eligible to be enrolled in the City's Defined Benefit Plan (as set forth in the City of Wyoming Defined Benefit Plan) because of previous employment with the City, or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's sponsored Defined Contribution Plan, or 3) an employee made a timely election to transfer from the Defined Benefit Plan (eligibility is set forth in Schedule F to the City of Wyoming Defined Contribution Plan).

The City shall contribute 8% of an employee's compensation into the City's sponsored Defined Contribution Plan. An employee shall be eligible to participate in the Plan after completing one year of service with the employer. Compensation shall have the same meaning as under Section 2.12 of the Defined Contribution Plan. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage shall continue to receive the 8% City contribution calculated as if the employee was actively working. Participants in the Defined Contribution Plan are subject to the rules and regulations of the City's sponsored Plan. An employee eligible to participate in the Defined Contribution Plan shall not be eligible to participate in the City's Defined Benefit Plan. Plan rules and regulations are subject to the City's Defined Contribution Plan.

29. Modify Article XV to read as follows:

An employee who wishes to take courses to obtain and/or maintain EMT certification, must submit a request in writing to the Director of Police and Fire Services on a form designated by the Employer and obtain the Director's approval prior to enrollment in EMT courses. Approval of the request is at the Director's sole discretion.

Employees who are taking courses for their initial EMT certification will be reimbursed for tuition and books expenses, and will be released from work without loss of pay if necessary and approved by Director or designee to attend class; however, such employees will not receive overtime pay for class attendance on non-duty time.

Employees who are taking classes for recertification as an EMT will be reimbursed for tuition and book expenses, will be released from work without loss of pay if necessary and approved by Director or designee to attend class, and will receive overtime pay for class attendance on non-duty time. An employee will be reimbursed for tuition and books only if the employee obtains an EMT license.

An employee who has acquired and maintained basic EMT certification for the whole of the previous contract year shall receive an annual bonus of \$300.00; this bonus shall be paid by July 31 of each year.

30. Delete Article XVI, Section 4.

31. Delete Article XVI, Section 7.

32. Modify Article XVI, Section 9 to read as follows:

Section 9. Reimbursement for Educational Courses Initiated by Employee. An employee who wishes to be reimbursed for a formal course for college credit, up to a limit of 8 credits per semester, must submit a request in writing to the Director of Police and Fire Services on a form designated by the Employer and obtain the City Manager's approval prior to enrollment. Approval of the request is at the City Manager's sole discretion and the City Manager's decision is not subject to the grievance and arbitration procedure. In deciding whether or not to approve a request, the City Manager may consider how closely the course is related to the employee's job classification; budgetary and other financial constraints; the value to the Employer of the course; and any other factor deemed relevant by the City Manager.

Courses will be taken at times other than the employee's normal working hours, unless the employee has received prior approval by the Director and City Manager for an exception.

Upon completion of the course, the employee shall be reimbursed for tuition and book cost in accordance with the following:

- Reimbursement for tuition for undergraduate classes will not exceed the undergraduate rate for classes at Grand Valley State University in effect at the time the class was taken. For undergraduate classes, the employee must receive a passing grade for the class.
- Reimbursement for tuition for graduate classes will not exceed the graduate rate for classes at Grand Valley State University in effect at the time the class was taken. For graduate classes the employee must receive a "B minus" or equivalent numerical grade (for certain lab and seminar classes the grading standard may be pass/fail and the employee must achieve a passing mark).
- No other expenses will be reimbursed

Employees who take advantage of this program and subsequently terminate employment with the Employer before three (3) years from the date of course completion, must return a proportionate amount of their reimbursement as follows: full reimbursement to the Employer for less than one (1) year, one-third (1/3) after the second (2nd) year, and no penalty after the third (3rd) year.

33. Modify Article XVI, Section 10 to read as follows:

Section 10. Compensatory Time. Subject to discretionary approval by the Fire Chief and subject further to scheduling if such approval is granted, any employee earning overtime may be granted compensatory time off at one and one-half times for all hours worked provided such election must be made immediately after earning the overtime.

34. Add a new section to Article XVI reading as follows:

The Employer may require employees to annually take and pass a physical agility test mutually agreed upon by the Employer and Union.

35. Modify Article XVIII by deleting the last sentence as follows:

~~A separate check shall be issued for Longevity amounts.~~

36. Modify Article XIX to read as follows:

The Employer will provide eligible employees with unpaid leave for covered family and medical reasons as provided in the Family and Medical Leave Act (FMLA) and its published regulations. FMLA leave shall be administered in accordance with the Employer's written FMLA policy, as it may be amended from time to time.

37. Delete the Memorandum of Understanding dated September 6, 2005, regarding training programs.

38. Incorporate the MOU RE: Battalion Chief dated 08/20/13 and the Letter of Agreement RE: 12-Hour Work Schedule dated 11/19/13 at the end of the contract (in the section with the other MOUs).

39. The parties agree to simplifying and reorganizing the format of the CBA. The City will prepare a new version of the CBA with an improved format.

40. Modify Article VI, Section 2 to read as follows:

Any suppression employee working in excess of his/her normally scheduled hours shall be paid for all excess hours worked at the rate of one and one-half times the regular rate. For non-suppression employees, overtime shall be paid at the rate of one and one-half times the regular rate for any hours over his/her regular work day or regular work week.

CITY OF WYOMING

By: _____
Its:

Date: _____

WYOMING FIRE FIGHTERS ASSOCIATION

By: _____

Date: _____

Appendix B
CLASSIFICATION AND SALARY SCHEDULE
FIRE
7/1/2015 - 2.25% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	19.94	24.49	49,770	61,127
30120	Firefighter - 24 Hour	F05	19.94	24.49	52,259	64,183
30110	Fire Equipment Operator	F10	20.80	25.57	54,513	67,014
30140	Fire Lieutenant	F15	22.01	27.15	57,684	71,155
30130	Fire Inspector	F20	23.77	29.36	49,442	61,069
30150	Fire Marshall	F25	27.38	33.66	56,950	70,013
30100	Fire Captain - Training Officer	F25	27.38	33.66	56,950	70,013
30160	Fire Battalion Chief	F30	29.98	36.44	62,358	75,795

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	19.94	20.76	21.61	22.52	23.45	24.49
F10	20.80	21.61	22.56	23.51	24.48	25.57
F15	22.01	22.96	23.89	24.94	26.02	27.15
F20	23.77	24.74	25.84	27.03	28.20	29.36
F25	27.38	28.51	29.74	30.96	32.26	33.66
F30	29.98	31.11	32.31	33.62	34.98	36.44

BASIC ANNUAL WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	49,770.24	51,816.96	53,938.56	56,209.92	58,531.20	61,127.04
F05 - 24 Hour	52,258.75	54,407.81	56,635.49	59,020.42	61,457.76	64,183.39
F10	54,512.64	56,635.49	59,125.25	61,615.01	64,157.18	67,013.86
F15	57,683.81	60,173.57	62,610.91	65,362.75	68,193.22	71,154.72
F20	49,441.60	51,459.20	53,747.20	56,222.40	58,656.00	61,068.80
F25	56,950.40	59,300.80	61,859.20	64,396.80	67,100.80	70,012.80
F30	62,358.40	64,708.80	67,204.80	69,929.60	72,758.40	75,795.20

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.
F05 - 12 Hour based on 2,496 hours.*

Appendix B
CLASSIFICATION AND SALARY SCHEDULE
FIRE
7/1/2016 - 2.75% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	20.49	25.16	51,143	62,799
30120	Firefighter - 24 Hour	F05	20.49	25.16	53,700	65,939
30110	Fire Equipment Operator	F10	21.37	26.27	56,006	68,848
30140	Fire Lieutenant	F15	22.62	27.90	59,282	73,120
30130	Fire Inspector	F20	24.42	30.17	50,794	62,754
30150	Fire Marshall	F25	28.13	34.59	58,510	71,947
30100	Fire Captain - Training Officer	F25	28.13	34.59	58,510	71,947
30160	Fire Battalion Chief	F30	30.80	37.44	64,064	77,875

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	20.49	21.33	22.20	23.14	24.09	25.16
F10	21.37	22.20	23.18	24.16	25.15	26.27
F15	22.62	23.59	24.55	25.63	26.74	27.90
F20	24.42	25.42	26.55	27.77	28.98	30.17
F25	28.13	29.29	30.56	31.81	33.15	34.59
F30	30.80	31.97	33.20	34.54	35.94	37.44

BASIC ANNUAL WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	51,143.04	53,239.68	55,411.20	57,757.44	60,128.64	62,799.36
F05 - 24 Hour	53,700.19	55,901.66	58,181.76	60,645.31	63,135.07	65,939.33
F10	56,006.50	58,181.76	60,750.14	63,318.53	65,913.12	68,848.42
F15	59,282.50	61,824.67	64,340.64	67,171.10	70,080.19	73,120.32
F20	50,793.60	52,873.60	55,224.00	57,761.60	60,278.40	62,753.60
F25	58,510.40	60,923.20	63,564.80	66,164.80	68,952.00	71,947.20
F30	64,064.00	66,497.60	69,056.00	71,843.20	74,755.20	77,875.20

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.
F05 - 12 Hour based on 2,496 hours.*

Appendix B
CLASSIFICATION AND SALARY SCHEDULE
FIRE
7/1/2017 - 2.5% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	21.00	25.79	52,416	64,372
30120	Firefighter - 24 Hour	F05	21.00	25.79	55,037	67,590
30110	Fire Equipment Operator	F10	21.90	26.93	57,396	70,578
30140	Fire Lieutenant	F15	23.19	28.60	60,776	74,955
30130	Fire Inspector	F20	25.03	30.92	52,062	64,314
30150	Fire Marshall	F25	28.83	35.45	59,966	73,736
30100	Fire Captain - Training Officer	F25	28.83	35.45	59,966	73,736
30160	Fire Battalion Chief	F30	31.57	38.38	65,666	79,830

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	21.00	21.86	22.76	23.72	24.69	25.79
F10	21.90	22.76	23.76	24.76	25.78	26.93
F15	23.19	24.18	25.16	26.27	27.41	28.60
F20	25.03	26.06	27.21	28.46	29.70	30.92
F25	28.83	30.02	31.32	32.61	33.98	35.45
F30	31.57	32.77	34.03	35.40	36.84	38.38

BASIC ANNUAL WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	52,416.00	54,562.56	56,808.96	59,205.12	61,626.24	64,371.84
F05 - 24 Hour	55,036.80	57,290.69	59,649.41	62,165.38	64,707.55	67,590.43
F10	57,395.52	59,649.41	62,270.21	64,891.01	67,564.22	70,578.14
F15	60,776.35	63,370.94	65,939.33	68,848.42	71,836.13	74,954.88
F20	52,062.40	54,204.80	56,596.80	59,196.80	61,776.00	64,313.60
F25	59,966.40	62,441.60	65,145.60	67,828.80	70,678.40	73,736.00
F30	65,665.60	68,161.60	70,782.40	73,632.00	76,627.20	79,830.40

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.
F05 - 12 Hour based on 2,496 hours.*

Appendix B
CLASSIFICATION AND SALARY SCHEDULE
FIRE
7/1/2018 - 2.25% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	21.47	26.37	53,589	65,820
30120	Firefighter - 24 Hour	F05	21.47	26.37	56,269	69,110
30110	Fire Equipment Operator	F10	22.39	27.54	58,680	72,177
30140	Fire Lieutenant	F15	23.71	29.24	62,139	76,632
30130	Fire Inspector	F20	25.59	31.62	53,227	65,770
30150	Fire Marshall	F25	29.48	36.25	61,318	75,400
30100	Fire Captain - Training Officer	F25	29.48	36.25	61,318	75,400
30160	Fire Battalion Chief	F30	32.28	39.24	67,142	81,619

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	21.47	22.35	23.27	24.25	25.25	26.37
F10	22.39	23.27	24.29	25.32	26.36	27.54
F15	23.71	24.72	25.73	26.86	28.03	29.24
F20	25.59	26.65	27.82	29.10	30.37	31.62
F25	29.48	30.70	32.02	33.34	34.74	36.25
F30	32.28	33.51	34.80	36.20	37.67	39.24

BASIC ANNUAL WAGE SCHEDULE - FIRE

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	53,589.12	55,785.60	58,081.92	60,528.00	63,024.00	65,819.52
F05 - 24 Hour	56,268.58	58,574.88	60,986.02	63,554.40	66,175.20	69,110.50
F10	58,679.71	60,986.02	63,659.23	66,358.66	69,084.29	72,176.83
F15	62,139.17	64,786.18	67,433.18	70,394.69	73,461.02	76,632.19
F20	53,227.20	55,432.00	57,865.60	60,528.00	63,169.60	65,769.60
F25	61,318.40	63,856.00	66,601.60	69,347.20	72,259.20	75,400.00
F30	67,142.40	69,700.80	72,384.00	75,296.00	78,353.60	81,619.20

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.
F05 - 12 Hour based on 2,496 hours.*

081715

Human Resources/KMB

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SETTLEMENT OF
MARC HOLMAN WORKERS' COMPENSATION CASE

WHEREAS:

1. A settlement in the amount of \$40,000 has been negotiated in the workers' compensation case of Marc Holman, subject to the approval of the Wyoming City Council.
2. It is recommended such settlement be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the settlement of Marc Holman workers' compensation case for the amount of \$40,000 in accordance with the redemption settlement agreement.
2. The Wyoming City Council does hereby authorize the City Manager to acknowledge acceptance of the settlement.

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 August 17, 2015.

ATTACHMENT:
Letter from Brian Fleming

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____



**BLEAKLEY
CYPHER
PARENT
WARREN
& QUINN**

ATTORNEYS AT LAW

Thomas H. Cypher
Michael C. Mysliwicz
John A. Quinn
Mark C. White
Roger N. Martin
Douglas J. Klein
Brian R. Fleming
James J. Helminski
Julie A. Jackimowicz
Steven C. Highfield*
Nicholas M. Risko
Michael A. Osman

PARALEGALS

C. Mac Ward
Michele L. Niehof, MSCC
Melissa D. Gritter, MSCC
Heidi L. Hackbarth
Sheba L. Wilburn
Aubrey E. Pridgeon

RETIRED

Frederick W. Bleakley, Sr.
Alfred J. Parent
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GRAND RAPIDS

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49503

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616/774-2131

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www.bcpwq.com

SATELLITE OFFICE

Lansing, Michigan
48864

July 28, 2015

Via Email: oostindk@wyomingmi.gov

Ms. Kimberly R. Oostindie

City of Wyoming

1155 - 28th Street SW

PO Box 905

Wyoming, MI 49509-0905

RE: Marc Holman v City of Wyoming

Claim Number:

Our File No: 145.84235

Dear Ms. Oostindie:

Marc Holman has agreed to settle his/her workers' compensation case in exchange for the payment of \$40,000. This will resolve all workers' compensation injuries. This will also resolve payment of the City's potential obligation to pay a supplement.

Settlement of a workers' compensation claim means that Mr. Holman will settle any and all potential claims against the City of Wyoming for any and all injuries sustained at any point during the point during the course of his employment. We will never in the future, assuming the settlement is approved by the workers' compensation magistrate, be responsible for payment of any workers' compensation wage loss or workers' compensation medical expenses.

A workers' compensation settlement is not final until ultimately approved by a workers' compensation magistrate, but the terms outlined herein are the terms that will ultimately be presented at the time of the redemption hearing to the magistrate for approval.

Thank you for your kind attention to this correspondence.

Very truly yours,

Brian R. Fleming

Direct Dial: 616/234-0814

Email: bfleming@bcpwq.com

BRF/eeg

cc: Ms. Kathleen Larsen (Via Email: klarsen@compone.net)

*Also Licensed in Illinois

8/17/15

Water Treatment Plant - JP

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE SAMPLE COLLECTION SERVICES AGREEMENT
BETWEEN THE CITY OF WYOMING AND THE CITY OF GRAND RAPIDS
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. The Wyoming Water Treatment Plant laboratory is certified to provide drinking water analyses for regulatory compliance and currently provides laboratory services to the City of Grand Rapids.
2. The Wyoming Water Treatment Plant and the City of Grand Rapids have an opportunity to expand the scope of consolidated services to include sample collection.
3. The Wyoming Water Treatment Plant laboratory and the City of Grand Rapids have agreed upon a service provision model and the attached Sample Collection Services Agreement.
4. It is recommended that the City Council approve the agreement and service model.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council approves the attached Sample Collection Services Agreement and Service Provision Model.
2. The Wyoming City Council hereby authorizes the Mayor and the City Clerk to execute the attached Sample Collection Services 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 August 17, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement
Exhibit A, B, & C

Resolution No. _____

Staff Report

Date: August 11, 2015
Subject: Provision of Contract Sample Collection Services for the City of Grand Rapids
From: Jaime Petrovich, Utilities Lab Manager
Meeting Date: August 17, 2015

Recommendation:

It is recommended that the City of Wyoming Water Treatment Plant provide contracted sample collection services to the City of Grand Rapids. The collection services will be for routine distribution system samples.

Sustainability Criteria:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming’s citizens. A large part of this work is conducting sample collection and laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements. The consolidation of services into one location does not have significant environmental impact.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City, as well as to its wholesale customer communities, without regard to income level or socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art drinking water treatment technologies. Through this cooperative venture, equitable access to laboratory services will continue to be extended to citizens of Grand Rapids as well.

Economic Strength – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating better analytical data in which we have higher confidence. Consolidation of services to Wyoming’s laboratory will utilize existing physical and human capital to expand revenue-generating services and create efficiency in existing service provision.

Discussion:

The Water Treatment Plant has a full service laboratory, with staffing and instrumentation necessary to perform numerous drinking water analyses required for regulatory compliance and treatment process control. Currently, the laboratory serves the City of Wyoming and its wholesale customer communities, and the City of Grand Rapids in providing analytical services and guidance on regulatory programs, sample collection procedures, and data interpretation. The laboratory also conducts sample collection for Wyoming’s distribution system related samples.

The City of Wyoming Water Treatment Plant Laboratory is certified by the Michigan Department of Environmental Quality for compliance monitoring under the Safe Drinking Water Act. This certification covers the bacteriological, physical, and chemical testing. The Wyoming Water Treatment laboratory is one of few “full-service” certified laboratories in the State.

As an integrated part of a treatment plant, the laboratory is uniquely suited to this endeavor with the knowledge of regulatory requirements, proper procedures, and best practices. The lab has the necessary equipment to conduct sample collection services. In addition, the laboratory recently abandoned an outdated bacteriological method that was labor intensive. This change will provide the labor capacity necessary for the addition of sample collection for Grand Rapids to the existing scope of services. Because the lab already conducts analysis of bacteriological samples for Grand Rapids, the addition of sample collection will allow the laboratory to control workflow, providing greater flexibility and efficiency for lab staff and treatment plant operators.

Budget Impact:

The costs for service provision are covered in the budget for the upcoming fiscal year. Sample collection services will generate an estimated \$26,400 in additional revenue for the Water Fund.

LABORATORY SERVICES

AGREEMENT

This Laboratory Services Agreement (the "**Agreement**") is made this _____ day of _____, 2015, between the City of Wyoming, a Michigan municipal corporation, the address of which is 1155 28th Street, SW, Wyoming, Michigan 49509 ("**Wyoming**"), and the City of Grand Rapids, a Michigan municipal corporation, the address of which is 300 Monroe Avenue, NW, Michigan 49503 ("**Grand Rapids**").

RECITALS

1. Wyoming wishes to provide sample collection and laboratory services to Grand Rapids such that each City will benefit from the efficiency gains of having a single point of service delivery.
2. Wyoming operates a State of Michigan certified drinking water laboratory and has sufficient equipment, facilities and properly trained and qualified personnel to provide the laboratory services called for under this Agreement. Wyoming is amenable to provide these services for Grand Rapids, subject to the terms and conditions of this Agreement.
3. Wyoming and Grand Rapids are authorized to enter into this Agreement pursuant to Act No. 35 of the Public Acts of 1951, as amended and Act No. 8 of the Public Acts of 1967 (Ex. Sess.), as amended.
4. For purposes of this Agreement, "**Customer**" refers to the City of Grand Rapids and "**Provider**" refers to the City of Wyoming.

AGREEMENT

Now, therefore, for good and valuable consideration in and referred to in this Agreement, the sufficiency of which is acknowledged, the parties agree:

A. Retention. Subject to the terms of this Agreement, Grand Rapids does hereby retain the services of Wyoming (and its personnel), as an independent contractor, to provide sample collection and certified drinking water laboratory services.

B. Duties of Wyoming as Provider. The Provider shall provide sample collection services consistent with the procedures, practices and provisions required of a drinking water sample collector. The Provider shall also provide laboratory services consistent with the procedures, practices and provisions required of a State of Michigan certified drinking water laboratory. The Provider is obligated to maintain State of Michigan drinking water certification for all contracted laboratory services during the term of this Agreement and the Provider shall notify the Customer should there be any lapse in any laboratory drinking water certification held by the Provider.

The Provider shall maintain for the Customer complete records of the services performed pursuant to this Agreement. Complete records with regard to sample collection include instrument calibration and maintenance records, chain of custody information including locations, dates and times of sample collection, chlorine residual, and sample collector identification. Complete records with regard to laboratory services include laboratory reports, quality control reports including any and all data qualifications, instrument calibration and maintenance records, chain of custody information including dates and times of sample collection, sample receipt and processing information throughout the entire analytical procedure including analyst identification.

The Provider shall perform all designated services in a timely and competent manner which is satisfactory to the Customer and as stipulated in Exhibits B and C (attached). The services to be performed by the Provider's personnel pursuant to this Agreement are acknowledged by the parties to be governmental functions in accordance with Act No. 170 of the Public Acts of 1964, as amended. Nothing herein shall be construed or interpreted as a waiver of the parties' privileges and immunities as agencies performing governmental functions under state law.

C. Equipment and Supplies. The Provider shall provide and maintain, at its own expense, such equipment and supplies necessary to perform the duties required by this Agreement.

D. Motor Vehicles. The Provider shall provide any motor vehicles required for the performance of its duties pursuant to this Agreement and shall be responsible for all expenses associated with the operation of such motor vehicles, including gasoline, maintenance, repairs, insurance, and all incidental costs. Motor vehicles shall be in good repair and identifiable as representing Wyoming. Motor vehicles used during sample collection within the Grand Rapids service areas shall also have City of Grand Rapids markers for the purpose of additional identification per Exhibit B.

E. Compensation. As compensation for the services provided pursuant to this Agreement, the Customer shall pay the Provider in accordance with the schedule of fees as stated in Exhibit A attached to this Agreement. The schedule of fees may be periodically adjusted upon written approval of the Grand Rapids Water System Manager and the Wyoming Director of Public Works or their designees. Such approval shall include the effective date of the new rates and be duly signed by both parties.

The Provider shall not be entitled to any benefits or payments of any kind in the provision of these services, except as provided for in this Section E. The Provider shall invoice the Customer monthly for services rendered and the Customer shall reimburse the Provider within 30 days of invoicing.

F. Independent Contractor. In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the Provider, its officers and employees are and shall be at all times acting and performing as an independent contractor. The Customer shall neither have, nor exercise, any control or direction over the methods by which the Provider's personnel perform the work and functions called for under this Agreement, except that the Provider agrees at all times to comply completely and fully with the provisions of this Agreement. The Customer may perform or cause to be performed random quality assurance actions related to the service provided.

G. Comprehensive General Liability Insurance and Indemnification. Wyoming shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the Provider under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). Grand Rapids shall indemnify Wyoming against and save Wyoming harmless from any liability or claim for damages arising from the water samples and the collection of such samples by Grand Rapids and their delivery to Wyoming for testing pursuant to this Agreement except those that arise from the negligence of Wyoming or its employees or agents and is not otherwise covered by insurance carried by Wyoming. Wyoming shall indemnify Grand Rapids against and save Grand Rapids harmless from any liability or claim for damages arising from the services to be performed by Wyoming pursuant to this Agreement except those that arise from the negligence of Grand Rapids or its employees or agents and is not otherwise covered by insurance carried by Grand Rapids.

The liability limits shall not be less than:

Bodily Injury:	\$1,000,000 each occurrence; \$2,000,000 annual aggregate.
Property Damage:	\$1,000,000 each occurrence; \$2,000,000 annual aggregate.

Wyoming shall promptly notify Grand Rapids of any knowledge regarding any occurrence which may result in a claim, and the parties hereto shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

Any such policy(ies) of insurance shall name or provide that Grand Rapids shall be named as an additional insured and shall be payable as to Grand Rapids or as Grand Rapids specifies. Any such policy(ies) shall further provide that it(they) shall not be subject to non-

renewal, cancellation or termination without not less than 30 days prior written notice to Grand Rapids.

H. Term. The term of this Agreement shall commence on the date above written and shall continue until terminated as provided herein.

I. Termination by Notice. This Agreement may be terminated by Wyoming or Grand Rapids, without cause or reason, at any time, upon ninety (90) business days' written notice to the other party. In the event of termination, the Customer shall pay to the Provider any and all amounts due for work performed under this Agreement to the date of termination provided, however, the indemnification provisions contained in Section G. of this Agreement shall continue beyond the term of this Agreement.

J. Effect of Termination. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination or expiration. However, Wyoming and Grand Rapids shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

K. Miscellaneous. This Agreement shall be non-assignable. This Agreement shall inure to the benefit of and be binding upon the parties and their respective assigns and successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective party. Freedom of information requests pursuant to 1976 P.A. 442, as amended, related to the services provided in this Agreement shall be processed according to rules governing such requests of the party to whom the request is directed. Parties to this Agreement shall promptly notify each other of such requests. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between the parties regarding the subject matter hereof, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Attest: _____
Kelli Vandenberg, Clerk

CITY OF GRAND RAPIDS

By: _____
George Heartwell, Mayor

Attest: _____
Darlene O'Neal, Clerk

APPROVED AS TO FORM:

Jack Shuck

EXHIBIT A Cost of Services

Sample Collection Services:

- \$2200 per month – includes:
 - Routine distribution system sampling as outlined in Exhibit B
 - One (1) emergency sample event (ex. resample due to positive sample, follow-up sample for invalid result) not occurring Monday-Friday, 7:00am-5:00pm.
- \$80 per additional sample event outside of the hours of Monday-Friday, 7:00am-5:00pm

Laboratory Services – Microbiological Services:

Method	Reference	Purpose	Cost/Test	
				Effective July 1 st , 2016
Colilert – 24 hour	SM 9223B	Total Coliform/E. Coli	\$9.00	\$9.30
Colilert – 18 hour	SM 9223B	Total Coliform/E. Coli	\$10.00	\$10.00
Quanti-Tray	SM 9223B	Total Coliform/E.Coli enumeration	\$10.50	\$10.85
SimPlate	SM 9215E	Heterotrophic Plate Count	\$7.00	\$7.25

Approved:

City of Wyoming _____ Dated: _____, 2015

City of Grand Rapids _____ Dated: _____, 2015

Effective: _____, 2015

EXHIBIT B
City of Wyoming
Proposal for Provision of Sample Collection Services

Scope of Services:

- Sample collection will only be provided for routine distribution system samples and associated resamples.
- The number of samples collected in any month will not be less than the 150 samples currently required for regulatory compliance. If the required number of samples per month changes, Wyoming must be notified immediately.
- Sample collection will occur on Monday through Thursday, in exclusion of holidays observed by the City of Wyoming.
- The schedule of sample collection shall be set by Wyoming.
- In the event of an invalid sample requiring a repeat sample:
 - Monday through Friday, 7:00am to 5:00pm, Wyoming will be responsible for collecting a repeat sample.
 - Repeat samples will be collected within 24 hours of notification of results.
- In the event of a positive sample requiring repeat samples (main site, upstream, downstream):
 - Grand Rapids is to be responsible for requesting sample collection services from Wyoming. Grand Rapids is not obligated to utilize Wyoming for collection of repeat samples.
 - Grand Rapids shall inform Wyoming of the intended plan for any repeat samples, regardless of who is to collect the samples.
 - Monday through Friday, 7:00am to 5:00pm, Wyoming may be considered as first preference for sample collection. Wyoming shall schedule sample collection for the earliest possible time within the regulatory timeframe for repeat samples.

- Outside of these hours, Grand Rapids may request sample collection services from Wyoming. A request for sampling services must be made through the Laboratory Services Manager.

Access and Identification:

- Wyoming will provide a vehicle for its sampling staff. Grand Rapids shall provide removable markers for the vehicle for identification purposes.
- Wyoming employees will display a City of Wyoming ID with photo. Grand Rapids will provide at least two contractor badges for Wyoming staff.
- Grand Rapids will provide two sets of any necessary keys or keycards for access to all sampling sites.
- Grand Rapids will be responsible for maintaining appropriate condition of sampling sites. Wyoming staff will inform Grand Rapids of any issues with the sampling sites that could impact access or proper sample collection.

Sample Collection:

- Personnel conducting sample collection will be trained in proper technique and protocol.
- All required information for appropriate chain of custody and sample identification will be recorded in a field log.
- Chlorine residual will be measured at the time of collection of each sample.

EXHIBIT C

City of Wyoming Water Treatment Plant Proposal for Provision of Microbiological Services

Laboratory Certification

The City of Wyoming Water Treatment Plant has a full service laboratory, with staffing and instrumentation necessary to perform numerous drinking water analyses required for regulatory compliance. Currently, the laboratory serves the City of Wyoming and several wholesale customer communities in providing analytical services and guidance on regulatory programs, sample collection procedures, and data interpretation.

The City of Wyoming Water Treatment Plant Laboratory is certified by the Michigan Department of Environmental Quality for compliance monitoring under the Safe Drinking Water Act, 1976 PA 399, as amended. The certification covers the following parameters:

Microbiology (Full Certification)

- Total Coliform and E.coli (SM 9223B)
- E.coli (SM 9221F)
- Enumeration of E.coli (SM 9223B, multiple well)
- Heterotrophic Plate Count (SM 9215B)

Inorganic Chemistry (Full Certification)

- Fluoride (SM 4500-F-C)
- Lead and Copper (EPA Method 200.5)

Organic Chemistry

- Regulated and Unregulated Volatile Organic Chemicals and Total Trihalomethanes (EPA Method 524.2)
- Haloacetic Acids (EPA Method 552.2)

Microbiological Methods

The laboratory currently offers the following methods for microbiological testing:

Coliform Testing – Presence/Absence Methods

- Colilert (24 Hour) – Total Coliform/E.Coli
 - May be used with Quanti-Tray for enumeration
- Colilert (18 Hour)

Heterotrophic Plate Count

- IDEXX SimPlate

The Wyoming laboratory staff keeps abreast of new testing methods and technologies. Should new methods be identified that may offer advantages (i.e. cost savings, ease of use, shorter test duration) the laboratory will evaluate the methods against those presently offered. The laboratory will conduct any comparison studies, performance testing, or other requirements necessary to obtain certification before offering additional analytical methods.

Coliform Testing

Distribution System Routine Monitoring samples will be analyzed for coliform bacteria using Colilert method. Construction samples will be analyzed using Colilert method.

Coliform testing using the 18-hour Colilert method may be requested for samples requiring a reduced turnaround time (ex. emergency samples, repeat samples following a positive result). Requests for analysis using Colilert-18 must be made as soon as practicable and should be directed to the Lab Manager or a member of the lab staff.

Heterotrophic Plate Count (HPC)

HPC samples will be analyzed using SimPlate method. Each routine monitoring site will have at least one HPC sample per month. Construction samples will be analyzed for HPC. All HPC samples should be submitted in a separate bottle from Coliform samples, with the appropriate test type indicated on the label.

Sample Handling Procedures

- The customer is responsible for collection of samples, unless otherwise arranged, as well as delivery to either the laboratory or the Clean Water Plant for transport by courier.
- Samples will be accepted by the laboratory Monday - Thursday between 7:00am and 4:00pm. For sample submission outside of the standard hours (i.e. resamples, construction samples), arrangements should be made with laboratory staff and/or a plant operator. Distribution system routine monitoring samples will not be accepted outside of the standard hours.
- Samples may be transported to the Water Treatment Plant from the Clean Water Plant in Wyoming via courier service Monday through Thursday. Samples must be dropped off no later than 11:00am to be transported by courier on the same day.
- Courier service is NOT offered on Fridays or City of Wyoming holidays.
- Sample bottles and labels may be obtained from either the Water Treatment Plant or the Clean Water Plant. Samples submitted in other containers/bottles will not be accepted.
- The laboratory utilizes a bar-coding system to track sample data and results. All samples must have a barcode label. Sample data should be written in the appropriate spaces on the bottle label.
- Samples must be entered into the database system by sampling personnel at the time of drop-off at either the Water Treatment Plant or the Clean Water Plant.
- A completed chain-of-custody form must be submitted with each batch of samples.
- Laboratory staff will provide training on sample handling procedures for all field staff.

Data Reporting

The laboratory utilizes an electronic record keeping and data reporting system which has been reviewed by MDEQ during the certification audit process. This system allows for generation of reports for a single sample as well as multiple samples (by type, address, date range, etc.). Monthly reports appropriate for submission with MOR's can also be generated. To maintain security and integrity, access to data and reports is available for authorized personnel only. Electronic records are maintained in accordance with the necessary records retention requirements.

- The laboratory is responsible for providing data to the customer. The customer is responsible for reporting the data to the appropriate agencies (i.e. MDEQ, EPA).
- Any positive (failing) results will be communicated by the Laboratory Services Manager or an authorized designee by phone to the Grand Rapids Water System Manager and Water Filtration Plant Manager immediately after becoming aware of and validating the test results. Follow-up Communication shall include an email to the aforementioned individuals within one hour of phone notification providing details of the positive (failing) results.
- All results will be summarized and reported to the customer on a weekly basis. Reports will be uploaded to SharePoint each Monday. When the City of Wyoming observes a holiday on a Monday, reports will be uploaded on Tuesday.
- For distribution system samples, previous month summary reports (for submission to DEQ with MOR) including test results, Min/Max/Avg Chlorine Residuals, and total number of passing samples will be provided by the end of the 5th day of the month.
- Construction sample results will be provided to Grand Rapids Field Operations personnel within one business day after the conclusion of the analysis for samples completed on Monday - Thursday. Construction results from tests conducted over a weekend (Friday – Sunday) will be available by 8:00 AM the following Monday. If results will be needed before Monday, notification must be given to the Lab Manger or a member of the laboratory staff before 4:00pm on Thursday.
- Construction sample results will only be given to water system staff (including customer community system staff) – they will NOT be given directly to contractors.

Continuity of Services

In the event of extenuating circumstances that may impair testing capabilities, the lab will submit samples to a private, third-party certified laboratory for analysis. Should the need arise, Wyoming shall provide timely notification to Grand Rapids of the use of the services of any third-party certified laboratory.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE LOW SERVICE
VARIABLE FREQUENCY DRIVE (VFD) #3 REPLACEMENT PROJECT

WHEREAS:

1. On October 20, 2014, the City Council approved Resolution #24947 awarding the Low Service Pump #6 VFD Replacement Project to the low bidder, Parkway Electric in the total amount of \$241,600.00.
2. Parkway Electric has provided a proposal to hold their September 30, 2014 bid pricing for the Low Service Pump #3 VFD Replacement Project.
3. It was recommended the City Council accept the proposal submitted by Parkway Electric in the amount of \$241,600.00.
4. Funds for the project will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from Parkway Electric for the Low Service Pump #3 VFD Replacement Project in the total amount of \$241,600.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby approve the attached budget 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 August 17, 2015.

ATTACHMENTS:

Budget Amendment

Staff Report

Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 6, 2015

Subject: Water Treatment Plant Low Service Variable Frequency Drive (#3)

From: Robert Veneklasen, Water Treatment Plant Operations Supervisor

Meeting Date: August 17, 2015

Recommendation:

It is recommended that the City Council authorize Parkway Electric to provide equipment and construction services for the replacement of the Low Service variable frequency drive (VFD) on pump #3 at a cost of \$241,600.00

Sustainability Criteria:

Environmental Quality – The use of variable frequency drives allow effective treatment rates to accurately meet water demand while producing the highest quality drinking water for our customers.

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 socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art drinking water treatment technologies.

Economic Strength – The use of variable frequency drives for the water treatment process provides efficient use of utility power for the best value and ensuring the lowest cost for our residents and customers.

Discussion:

On September 30, 2014 the City received competitive bids for Low Service Pump #6 VFD. The City Council awarded the VFD replacement project to Parkway Electric on October 20, 2014.

Parkway Electric has offered to provide the same cost for installation of the Low Service Pump #3 Variable Frequency Drive (VFD) as they provided for the recently installed VFD for Low Service Pump #6. This is indicated in the attached letter.

Our electrical engineering design consultant, Gene Jones – Tetra Tech, has reviewed the proposed equipment offering and installation and has indicated the project scope and cost is appropriate and consistent with the previous (#6) VFD.

This lends consistency with the installation and workmanship but most importantly will provide the same equipment as was recently installed. As a result we will realize more efficient preventative maintenance activity and reduced inventory of necessary spare parts.

Budget Impact:

This equipment replacement was planned and will be financed out of account # 591-591-573.00-986.444, but a budget amendment is necessary.



POWER COMMUNICATIONS CONTROLS

7/31/2015

Rick Velderman
City of Wyoming - D. K Shine
16700 New Holland
Holland, MI 49424
616-669-5290
rvelderman@ci.wyoming.mi.us

Quote Number: 15WZ052

Re: Low Service VFD #3 Replacement

Dear Rick,

Thank you for the opportunity to provide City of Wyoming - D. K Shine with this quote for Low Service Pump VFD #3 Replacement.

Scope of Work

- Provide and install all items for VFD #3 per drawings and specifications from Tetra Tech dated 7/31/2014.
- Demo of existing Low Service Pump #3 VFD.
- Provide and install a new Rockwell Medium voltage VFD. (matching LS Pump #6 VFD)
- Provide crane service for the removal of the old vfd and installation of the new VFD.
- Provide and install new Ethernet card. (programing by Tetra Tech)
- Provide and install all new medium voltage wire and control wire.
- Provide startup and training for the new VFD.

Any modifications to the scope of work listed above must be approved by Parkway, and a written change order completed before the requested work will be performed.

Notes & Assumptions

This proposal has been prepared under the following assumptions:

1. This proposal is based on all work being performed at a regular hourly rate, unless noted. If there is a need to accelerate the schedule, Parkway will provide a quote, with overtime, for the requested shortened schedule.
2. If quote is accepted. Parkway needs to have a PO to hold pricing on the VFD before September 30.



POWER COMMUNICATIONS CONTROLS

- 3. No allowances are included in this proposal.
- 4. All work performed will duplicate the work completed on Low Service Pump VFD #6.

Pricing

Pricing for the services outlined in the above scope of work is shown below.

Quote Amount:\$241,600.00

The quoted price does not include sales, use excise or other similar taxes. Buyer shall pay, in addition to the prices quoted, the amount of any present or future tax applicable to the sale or use of the goods and services provided hereunder

Quotation Terms & Conditions

This quotation is subject to the Parkway Electric & Communications LLC standard terms and conditions, and is valid for 30 days. For a complete listing of the Parkway standard terms and conditions, please refer to the "terms" link located on our website at www.parkwayelectric.com

Milestone Payment Schedule

The project will be billed according to the milestone payment schedule outlined below:

- 10% with purchase order
- Monthly billing of labor & materials
- Last 10% upon delivery of final documentation

If you have any questions regarding this quotation, do not hesitate to contact me at 616-820-1119.

Thank you for the opportunity to provide City of Wyoming - D. K Shine with this quotation.

Sincerely,

Greg Fowler
Project Manager / Estimator

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY PURCHASE
AND INSTALLATION OF AN AC CONDENSER UNIT AND TO
AUTHORIZE PAYMENT TO HURST MECHANICAL

WHEREAS:

1. As detailed in the attached Staff Report the AC condenser unit for the 62-A District Court failed and required emergency replacement.
2. Hurst Mechanical provided the City with a quote in the total estimated amount of \$16,863.00 for the purchase and installation.
3. It is recommended the City Council concur with the purchase and installation of the AC condenser unit and to authorize payment to Hurst Mechanical.
4. Funds for the purchase and installation are available in account number 101-267-26700-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency purchase and installation of an AC condenser unit in the total estimated amount of \$16,863.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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 August 17, 2015.

ATTACHMENTS:

Staff Report
Quotation

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

STEVEN M. TIMMERS
CHIEF JUDGE

PABLO CORTES
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

STAFF REPORT

Date: August 12th, 2015
Subject: Emergency Purchase of AC Condenser Unit for the 62-A District Court
From: Christopher Kittmann, Court Administrator
Meeting Date: August 17th, 2015

Recommendation:

It is recommended that the City of Wyoming concur with an emergency purchase of an Air Conditioning System Condenser Unit for the 62-A District Court. We request processing this as a sole source purchase as this system is an emergency purchase from Hurst Mechanical as they are intimately familiar with our building and HVAC equipment.

Sustainability Criteria:

Environmental Responsibility: The Department strives to be environmentally responsible and is contracting with a reputable company for the replacement of the AC Condenser Unit. Hurst will reclaim the Freon from the current system as to not impact the environment.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual entered into the Criminal Justice System through the 62-A District Court, without regard to income level or socio-economic status.

Economic Strength: The 62-A District Court is committed to providing excellent customer service. Providing timely repair of this AC Condenser Unit allows the City of Wyoming to maintain high quality infrastructure.

Discussion:

Throughout the summer of 2015, our HVAC service contractor, Hurst Mechanical, was called out multiple times to inspect the number two compressor unit at the 62-A District Court. The mechanical contractor determined the number two compressor had failed and required replacement. The warranty on the failed compressor is expired and will require an emergency replacement purchase.

Hurst Mechanical provided a complete proposal for the removal and installation of a new HVAC compressor.

Budget Impact:

Funds for the repair exist in the Facilities Maintenance Repairs and Maintenance Account:

Budget Expense Account: 101-267-26700-930000 Repairs and Maintenance



(616) 784-4040
Fax (616) 785-7900
5800 Safety Drive
Belmont, MI 49306

August 12, 2015

Jeff Anderson
City of Wyoming

RE: Courthouse compressor

Dear Jeff:

One of the compressors has failed on the courthouse.

Hurst Mechanical will provide the following:

New Copeland factory compressor

New contactor

New dryer cores

Crane Lift

Installation and startup

No additional refrigerant is included. Quote assumes the old compressor to be returned to the factory.

Your Cost: \$16,863.00

Call me with any questions, Jeff.

Sincerely,


Hurst Mechanical Inc.
Greg Doerr

HVAC System Design
Indoor Air Quality Analysis
Controls - Pneumatic & DDC
Refrigeration - Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal - Exhaust & Ventilation
Preventative Maintenance Agreements