

**WORK SESSION AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS**

Monday, February 13, 2017, 7:00 P.M.

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Update on Activities by the Retirement Board**
- 5) Robertson Wellness Program for Wyoming Police Officers**
- 6) Bicycle Safe Passing Zone**
- 7) Any Other Matters**
- 8) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

The timeline for the next steps and completion of this project are as follows:

- February 13, 2017 Presentation and review of this project at the City Council work session
- February 20, 2017 Resolutions for restatement of the Retiree Medical Trust and Benefit Policy and Post Employment Health Plan and for an amendment to the Retirement Board By-Laws.

I appreciate the opportunity to update you on this project. If you have any questions regarding any of the topics addressed in this memo, please do not hesitate to contact me. You may also attend one of the Retirement Board meetings, which are scheduled for the third Monday of each month at 3:00 pm in the Manager's Conference Room.

- Attachments:
- Memorandum from Retirement Board Attorney, Frank Berrodin
 - Retiree Medical Trust and Benefit Policy
 - Blackline copy of the Retiree Medical Trust and Benefit Policy
 - Post-Employment Health Plan
 - Blackline copy of the Post-Employment Health Plan
 - By-Laws Amendment



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MEMORANDUM

TO City of Wyoming City Council **CLIENT** City of Wyoming
FROM Frank E. Berrodin **DATE** December 12, 2016
SUBJECT Post-Employment Health Plan and Retiree Medical Trust and Benefit Policy

A Committee made up of representatives of the City and the Board of Trustees of the Retirement Plans have been reviewing and updating all retirement and retiree medical plan documents in order to assure that the Plans are being operated and administered in compliance with all state and federal laws and that the Plan documents reflect the manner in which the Plans are actually being operated. The City of Wyoming Defined Benefit Plan and the City of Wyoming Defined Contribution Plan were recently amended and restated to reflect these changes and were previously approved by City Council. The Committee has now completed its review and update of the City of Wyoming Retiree Medical Trust and Benefit Policy and City of Wyoming Post-Employment Health Plan and is requesting that City Council approve these updates as well. Attached are copies of the updated Plans as restated effective July 1, 2016 along with redlined copies showing the changes made to the documents currently in effect.

The majority of the changes to the Retiree Medical Trust and Benefit Policy are relatively minor wording changes designed to reflect the way the Plan is actually being administered. However, a change was made to Section 3.16 in order for the Plan to be consistent with the requirements of Section 38.1214 of the Public Employee Health Care Fund Investment Act. This provision requires the Board of Trustees to act solely in the interest of the City with respect to the investment of the assets of the Trust, rather than in the interest of the eligible retirees and their dependents. In addition, language regarding special enrollment rights under HIPPA were removed from Sections 5.3 and 5.4 of the Plan because they do not apply. Finally, the changes made to the schedules simply reflect updates to the Collective Bargaining Agreements with the various groups that have become effective since the date the Plan was originally adopted.

The changes to the Post-Employment Health Plan are also generally minor wording changes designed to reflect the way the Plan is actually being operated. However, Section 2.8, which contains the definition of employee, was modified to be consistent with City's other plans, so that the City will not have liability for contributions to the Plan for prior years if it treats an individual as an independent contractor and a court later determines that the individual was actually an employee of the City. The Retirement Board is also being asked to approve updated administrative documents with Nationwide, who acts as the administrator of the Post-Employment Health Plan, but those changes are not being brought to City Council for approval.

Finally, the Committee recommends that a minor change be made to the By-Laws of the Retirement Board, in order to reflect that the individual members of the Retirement Board who represent each bargaining group also serve as members of the Advisory Committee for the Post-Employment Health Plan. This change will conform the By-Laws to the language of the Nationwide Post-Employment Health Plan documents.

FEB:mak

CITY OF WYOMING
RETIREE MEDICAL TRUST AND BENEFIT POLICY
(Restated effective July 1, 2016)

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CITY OF WYOMING
RETIREE MEDICAL TRUST AND BENEFIT POLICY

Article 1

Establishment of Trust and Benefit Policy

1.1 History of Retiree Medical Trust

Employer historically provided medical benefits to certain former Employees. Employer funded these benefits through the Defined Benefit Plan, which also described the terms and conditions for receiving these benefits.

The City established the Trust Fund effective as of October 1, 2004 to provide for the funding of Retiree Medical Benefits through a separate trust.

1.2 This Document

This document sets forth the terms of the Trust Fund, as amended and restated effective as of July 1, 2016. This document also describes the terms and conditions for receiving Retiree Medical Coverage, as well as the portion of the cost of Retiree Medical Coverage, if any, Employer will pay effective as of July 1, 2016.

Employer maintains separate documentation detailing the Retiree Medical Coverage. This document does not replace the provisions of the separate documentation with respect to the Retiree Medical Benefits provided to eligible Retirees and their eligible dependents under the Retiree Medical Coverage.

1.3 Effect on Current Retirees

A Retiree who was receiving Retiree Medical Benefits as of the effective date of this document shall continue to receive Retiree Medical Benefits without interruption.

Article 2

Definitions

The following words, terms and phrases, when used in this document, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning. All references to specific Articles or Sections shall refer to Articles or Sections of this document unless otherwise stated.

2.1 Benefit Group

“Benefit Group” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Benefit Group” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.2 Board of Trustees

“Board of Trustees” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Board of Trustees” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.3 City

“City” means the City of Wyoming, Michigan.

2.4 City Code

“City Code” means the City of Wyoming Code of Ordinances of 1997, as amended.

2.5 City’s Group Health Plan

“City’s Group Health Plan” means the group health plan or plans which the City makes available to active Employees.

2.6 Claims Administrator

“Claims Administrator” means the person or entity designated and appointed by the City to administer the Retiree Medical Coverage.

2.7 Collective Bargaining Agreement

“Collective Bargaining Agreement” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Collective Bargaining Agreement” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.8 Date of Employment

“Date of Employment” means the date on which an employee performs his first Hour of Service for Employer. For this purpose the term “Hour of Service” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Hour of Service” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.9 Defined Benefit Plan

“Defined Benefit Plan” means the City of Wyoming Defined Benefit Plan.

2.10 Defined Contribution Plan

“Defined Contribution Plan” means the City of Wyoming Defined Contribution Plan.

2.11 DROP

“DROP” means the deferred retirement option plan component of the Defined Benefit Plan.

2.12 Duty Disability Retiree

“Duty Disability Retiree” means a Retiree who is currently receiving a duty disability benefit from the Defined Benefit Plan. A Retiree whose duty disability benefit has converted to a normal retirement benefit is not a Duty Disability Retiree.

2.13 Employee

“Employee” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Employee” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.14 Employer

“Employer” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Employer” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.15 HIPAA

“HIPAA” means the federal Health Insurance Portability and Accountability Act of 1996, as amended.

2.16 PEHP

“PEHP” means the City of Wyoming Post Employment Health Plan.

2.17 Retiree

“Retiree” means a former Employee who is currently receiving a normal retirement benefit, early retirement benefit, temporary disability benefit or deferred vested benefit from the Defined Benefit Plan or a former Employee who was a vested participant in the Defined Contribution Plan on the date of his termination of employment.

2.18 Retiree Medical Benefits

“Retiree Medical Benefits” means the benefits provided to Retirees and their eligible dependents pursuant to the Retiree Medical Coverage.

2.19 Retiree Medical Coverage

“Retiree Medical Coverage” means the group health plan or plans that Employer makes available to Retirees and their eligible dependents, which is the City’s Group Health Plan.

2.20 Schedules

“Schedules” means the Schedules attached to, and incorporated into, this document. Each Schedule states the amount, if any, Employer will pay toward the cost of Retiree Medical Coverage for eligible Retirees and their eligible dependents for each Benefit Group.

2.21 Spouse

“Spouse” means the person to whom a Retiree is legally married under the laws of the state of Michigan. Section 5.3 describes who is an eligible Spouse for purposes of the Retiree Medical Coverage.

2.22 Trust Fund

“Trust Fund” means the health benefits trust as set forth in Article 3.

2.23 Union

“Union” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Union” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.24 Year of Credited Service

“Year of Credited Service” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Year of Credited Service” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

For purposes of this document, an Employee shall be credited with Years of Credited Service in the manner described in Article 4 of the Defined Benefit Plan regardless of whether the Employee is a participant in the Defined Benefit Plan.

Article 3

Establishment of Trust Fund

3.1 Establishment of Trust Fund

The City established the Trust Fund for the purpose of holding its contributions toward the cost of the Retiree Medical Coverage.

The Trust Fund shall comply with the requirements of the Public Employee Health Care Fund Investment Act of 1999 (MCL §38.1211-1216), and shall be administered in a manner consistent with that act. The provisions of this Article shall be construed and administered under the laws of the state of Michigan.

3.2 Acceptance of Trust by the Board of Trustees

By execution of an acceptance of trust effective October 1, 2004, the secretary of the Board of Trustees accepted the trust created under this Article on behalf of the Board of Trustees. The Board of Trustees shall be responsible for the management and administration of the Trust Fund in accordance with the terms of this Article.

3.3 Trust Fund

Title to the assets of the Trust Fund shall at all times be vested exclusively in the Board of Trustees. The Board of Trustees is to have exclusive authority and discretion to hold, manage and control the assets of the Trust Fund, including utilizing the services of a custodian to invest the assets of the Trust Fund. The Board of Trustees shall hold and use the Trust Fund exclusively for the following purposes:

- (a) To pay or provide for the payment of the Retiree Medical Benefits to eligible Retirees and their eligible dependents, as provided in the Retiree Medical Coverage;
- (b) To pay or provide for the payment of all reasonable and necessary expenses of administering the Retiree Medical Coverage and the Trust Fund;
- (c) To establish and accumulate as part of the Trust Fund an adequate reserve to carry out the purposes of the Retiree Medical Coverage and Trust Fund; and
- (d) To pay any federal, state or local taxes that may be properly imposed upon or levied against the Trust Fund or benefits paid from the Trust Fund.

3.4 Investment of Trust Fund by Board of Trustees

The Board of Trustees and any custodian shall invest the Trust Fund in accordance with the requirements of the Public Employee Health Care Fund Investment Act (MCL §38.1211-1216).

3.5 Amount and Timing of Contributions to the Trust Fund

Contributions to the Trust Fund shall be made at the times and in the amounts determined by Employer from time to time. All contributions to the Trust Fund shall be deemed to take place in the state of Michigan.

3.6 Accountability of Board of Trustees

The Board of Trustees shall be entitled to receive from Employer only the sums of money and other property which Employer pays or delivers to the Board of Trustees. The Board of Trustees shall not have the right and shall not be subject to any duty to demand from Employer any other sums of money or other property, nor to require any contributions to be made nor to determine that the contributions received comply with the Retiree Medical

Coverage. The contributions shall be made in cash or other property acceptable to the Board of Trustees.

3.7 Nonreversion of Trust Fund Assets

Employer shall have no right, title or interest in the contributions made to the Trust Fund and the Board of Trustees. No part of the Trust Fund shall revert to or inure to the benefit of Employer, except that any contribution which is made by a mistake of fact shall be returned to Employer within one year after payment of the contribution.

3.8 Distributions From the Trust Fund

Distributions shall be made from the Trust Fund to provide Retiree Medical Benefits to eligible Retirees and their eligible dependents in accordance with the Retiree Medical Coverage and this document. The City may enter into an administration agreement with a Claims Administrator, which may grant the Claims Administrator broad authority to administer benefit payments under the Retiree Medical Coverage and to provide other administrative services with respect to the Retiree Medical Coverage.

The Board of Trustees shall have no responsibility to verify the use of distributions from the Trust Fund or to determine whether distributions comply with the terms of the Retiree Medical Coverage. The Board of Trustees may rely and act based upon information furnished by the City and its representatives, or the Claims Administrator and its representatives.

3.9 Payment of Trust Fund Expenses

The Board of Trustees may pay from the Trust Fund all reasonable and necessary expenses and charges incurred in connection with the administration or operation of the Retiree Medical Coverage or the Trust Fund, including charges made by the Claims Administrator and fees and expenses for all agency and legal services rendered to the Board of Trustees.

3.10 Purchase of Insured Benefits

The City may periodically obtain insurance policies from one or more insurers to provide all or part of the Retiree Medical Coverage funded through the Trust Fund. The City shall be named as the policyholder of any policy or policies and, at the direction of the City, the Board of Trustees shall pay all premiums when due from the Trust Fund.

3.11 Payment of Taxes

Any taxes assessed against the Trust Fund which the Board of Trustees is required to pay shall be charged to the Trust Fund. The Board of Trustees shall advise the City of any taxes, other than real and personal property and transfer taxes, immediately upon notice of their assessment and shall make no payment of taxes until authorized by the City. If the City advises the Board of Trustees in writing that any taxes are not lawfully assessed in the opinion of legal counsel for the City, the Board of Trustees shall, if requested, contest or join with the City in contesting the validity or amount of the taxes in any manner deemed appropriate by the City or its counsel. "Taxes," as used in this subsection, includes any interest or penalties levied or

imposed in respect to any taxes. Any expense incurred by the City or the Board of Trustees in contesting the validity or amount of any taxes shall be charged to the Trust Fund to the extent not paid by the City.

3.12 No Retiree Interest in Trust Fund

No Retiree, nor any other person claiming benefits under the Retiree Medical Coverage, shall have any right to, or interest in, any part of the Trust Fund. No assignment, alienation, sale, transfer, pledge, encumbrance or anticipation of any benefit under the Retiree Medical Coverage shall be recognized by the Board of Trustees. No attachment or garnishment of or other legal process against the Trust Fund, or any benefit payment under the Retiree Medical Coverage, shall be recognized by the Board of Trustees, except as it may be required to do so by law.

3.13 Directions to Board of Trustees

It shall be the duty of the City to keep the Board of Trustees advised, in writing, of the names of the individuals working for the City or the Claims Administrator who will administer the Retiree Medical Coverage. Any direction of the City or the Claims Administrator pursuant to the provisions of this Article or the Retiree Medical Coverage, including the authorization of Retiree Medical Benefit payments, shall be made in writing and signed by an individual designated by the City or the Claims Administrator.

The Board of Trustees shall act, and be fully protected in acting, in accordance with the written direction of the individual designated by the City or the Claims Administrator. The Board of Trustees shall not be bound by any communication under this Article or the Retiree Medical Coverage not made in writing.

The Board of Trustees is not party to the Retiree Medical Coverage and makes no representations with respect to the Retiree Medical Coverage. It is intended that all duties, obligations, powers and rights of the Board of Trustees with respect to the Retiree Medical Coverage and the Trust Fund are stated in this Article.

3.14 General Powers and Rights of Board of Trustees

Subject to the specific provisions of this Article, the Board of Trustees has the following powers which may be used in performing its duties under this Article:

(a) To open bank accounts in the name of the Trust Fund and to make deposits in the accounts in order to facilitate the payment of Retiree Medical Benefits, at the direction of the City or the Claims Administrator. The Board of Trustees shall not be liable or responsible for, or be required to see to the application of, any disbursements from the accounts made in accordance with the directions unless the Board of Trustees has actual notice of improper direction of any portion of the Trust Fund;

(b) To enforce any right, obligation or claim in its discretion and in general to protect in any way the interests of the Trust Fund, either before or after default.

If the Board of Trustees, in its discretion, considers it for the best interests of the Trust Fund, to abstain from the enforcement of any right, obligation or claim;

(c) To make, execute, acknowledge and deliver any and all assignments, documents of transfer and conveyance and any and all other instruments necessary or appropriate to carry out any powers granted in this Article;

(d) To do all acts which the Board of Trustees may deem necessary or proper and to exercise any and all of the powers of the Board of Trustees under this Article upon the terms and conditions the Board of Trustees may deem for the best interests of the Trust Fund and the Retiree Medical Coverage; and

(e) To invest the Trust Fund in any investment permitted by law, subject to the terms of this Article.

3.15 Employment of Agents by Board of Trustees

The Board of Trustees may periodically employ agents and delegate to them routine and limited discretionary duties as it sees fit. The Board of Trustees may also employ or consult expert assistants. The Board of Trustees shall not be liable for any neglect, omission or wrongdoing of any agent or assistant, provided that reasonable care was exercised in their selection.

The Board of Trustees may consult with legal counsel (who may be of counsel to the City) concerning any question which may arise with reference to its duties under this Section. The opinion of legal counsel shall fully and completely protect the Board of Trustees with respect to any action taken or not taken under this Article in good faith and in accordance with the opinion of legal counsel.

3.16 Standard of Care to be Used by Board of Trustees

The Board of Trustees shall discharge its duties with respect to the Retiree Medical Coverage and this Article solely in the interests of the City and for the exclusive purpose of providing Retiree Medical Benefits to eligible Retirees and their eligible dependents and defraying reasonable expenses of administering the Retiree Medical Coverage and the Trust Fund.

The Board of Trustees shall discharge its duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims. The Board of Trustees shall not be liable for anything done or omitted to be done by it, except due to a violation of the standard of care provided in the preceding sentences of this Section.

3.17 Records of Board of Trustees

The Board of Trustees shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions under the Trust Fund. All

accounts, books and records relating to the Trust Fund shall be open at all reasonable times to inspection and audit by any person or persons designated by the City. Upon request, the Board of Trustees shall furnish the City with the information it reasonably requests regarding the administration and investments of the Trust Fund.

3.18 Annual Accounting by Board of Trustees

Within 90 days after the close of the City's fiscal year or the removal or resignation of the Board of Trustees as trustee of the Trust Fund, the Board of Trustees shall file with the City a written summary annual report describing generally the investments, receipts and disbursements, and other transactions completed by it during the year or other period since the last written summary annual report. The written summary annual report shall also include a description, including value, of all cash, securities and other property held at the date of the accounting. At least once every five years, the Board of Trustees shall have an actuarial review of the Trust Fund performed in accordance with the provisions of the Public Employee Health Care Investment Act (MCL §38.1211-1216).

3.19 Release of Board of Trustees

The Board of Trustees shall be released from any liability or accountability to anyone in connection with the accounting or resulting from any of the acts or transactions shown in the accounting, unless:

- (a) The City files written objections with the Board of Trustees within six months of the accounting claiming breach of fiduciary duty, negligence, willful misconduct or lack of good faith by the Board of Trustees; or
- (b) The Board of Trustees has committed fraud or obvious error.

3.20 Settlement of Board of Trustees' Accountings

The accountings of the Board of Trustees need only be rendered to and settled with the City. Upon settlement, the accounting shall be binding upon the City, the Retirees and their dependents. No accountings other than those provided for in this Article shall be required of the Board of Trustees, and no other person or party shall be entitled to any accounting by the Board of Trustees. The Board of Trustees may also have any of its accountings settled by a court having jurisdiction. The Board of Trustees shall be liable to account only in the courts of the state of Michigan.

3.21 Legal Proceedings for Settlement of Accountings or Administration of Trust Fund

In any proceedings for settlement of the accountings of the Board of Trustees or concerning administration of the Trust Fund, the City and the Board of Trustees shall be the only necessary parties. Service of any notice or process upon the City shall be deemed, for all purposes, service upon the Retirees and their dependents. Any final judgment in any action or proceeding for settlement of the accountings or concerning the administration of the Trust Fund

shall be binding and conclusive on the Board of Trustees, the City and the eligible Retirees, their eligible dependents and their beneficiaries.

3.22 Compensation of Board of Trustees

The members of the Board of Trustees who are not Employees of Employer may be paid reasonable compensation for the performance of their services under this Article, as determined by the Board of Trustees and approved by City Council. Further, each member of the Board of Trustees shall be reimbursed for all reasonable and necessary expenses which that member may incur in connection with the performance of his or her duties under this Article. Any compensation or reimbursement of expenses provided to a member of the Board of Trustees shall be paid from the Trust Fund, unless paid directly by Employer.

3.23 Removal or Resignation of Board of Trustees

The City may remove the Board of Trustees as trustee for the Trust Fund at any time by giving written notice to the Board of Trustees. The Board of Trustees may resign at any time by giving written notice to the City. The Board of Trustees' removal or resignation shall be effective upon the appointment of a successor trustee.

3.24 Successor Trustee

Upon the removal or resignation of the Board of Trustees, the City shall appoint a successor trustee within 60 days. The appointment shall become effective upon delivery of a written acceptance of the trust to the City and the Board of Trustees. Upon giving written acceptance of trust, the successor trustee shall have all the rights and duties given to the Board of Trustees by this Article and shall be bound by the provisions of this Article. In the interim before a successor trustee files a written acceptance of trust, the Board of Trustees shall continue to function and be bound as a trustee under the provisions of this Article. If the City has not appointed a successor trustee within 60 days after Board of Trustees' resignation, the Board of Trustees may apply to a court having jurisdiction for the appointment of a successor.

3.25 Amendment of This Article or Termination of the Trust Fund

The City shall have the right to amend this Article or terminate the Trust Fund at any time by action of its governing body or by the written approval of an authorized official to whom the governing body has delegated the authority to amend this Article. No amendment shall change the duties, powers or liabilities of the Board of Trustees without its written consent.

3.26 Termination of Retiree Medical Coverage

The City may terminate the Retiree Medical Coverage at any time by action of its governing body and shall notify the Board of Trustees in writing of the termination. After this notice is provided, the Trust Fund shall terminate in accordance with the provisions of this Section. The assets then remaining in the Trust Fund shall continue to be used and applied for the payment of Retiree Medical Benefits to eligible Retirees and their eligible dependents with respect to claims arising prior to the termination and for the payment of the reasonable and necessary expenses incurred in the termination of the Retiree Medical Coverage.

Any assets remaining in the Trust Fund shall be used to provide Retiree Medical Benefits for eligible Retirees and their dependents until the Trust Fund is exhausted. Upon termination of the Retiree Medical Coverage, the Board of Trustees shall continue to serve until the Trust Fund is exhausted.

Article 4

Retiree Medical Coverage

4.1 Administration of the Retiree Medical Coverage

The operation and administration of the Retiree Medical Coverage shall be the sole and exclusive responsibility of the City.

4.2 Retiree Medical Benefits

The actual coverage provided to Retirees, Retirees' Spouses and Retirees' dependent children shall be set forth in a separate document that describes the Retiree Medical Coverage. All terms and conditions of the Retiree Medical Coverage not specifically addressed in this document shall be governed by that separate documentation. Retiree Medical Coverage may be provided through an insurance policy obtained by the City on behalf of Retirees, Retirees' Spouses and Retirees' dependent children. The City may periodically change the insurance carrier for the Retiree Medical Coverage and/or may request changes be made in the terms of the policy.

4.3 Benefits Secondary to Medicare

Any Retiree Medical Coverage shall be secondary to Medicare for any Retiree, Spouse or dependent child who is eligible for Medicare to the extent permitted by applicable federal law. This is true even where the individual is eligible for Medicare but has failed to enroll and/or pay any required contributions, deductibles and/or copayments.

4.4 Amount to be Paid by Employer for Retiree Medical Coverage

(a) **Amount Paid for Retiree and Spouse – General Rule** Except as otherwise provided in a separate written agreement between Employer and a Retiree, the amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse shall be based on the Benefit Group in which the Retiree was a member on the last day the Retiree performed services for Employer, as set forth in the Schedule and Collective Bargaining Agreement for that Benefit Group in effect on the date the Retiree terminated employment with Employer.

For an eligible Retiree who:

(1) Terminated employment with Employer after satisfying the service requirement to be eligible for Retiree Medical Coverage; and

(2) Was subsequently re-hired by Employer into a different Benefit Group in a position normally scheduled to work 1,000 or more Hours of Service during Employer's fiscal year (July 1, through June 30);

the amount to be paid by Employer for Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse shall be based on the Benefit Group in which the Retiree was most recently a member, as set forth in the Schedule and Collective Bargaining Agreement for that Benefit Group in effect on the date of the Retiree's most recent termination of employment with Employer.

(b) **Amount Paid for Dependent Children – General Rule** The Retiree shall pay the entire cost of coverage for any eligible dependent children. The cost of this dependent coverage shall be the full cost, or the difference between single-person, two-person or family coverage. Employer shall not be responsible for the payment of any portion of the cost of this dependent coverage.

(c) **Special Rule for Duty Disability Retiree, Spouse and Dependent Children** Employer shall pay the full cost of Retiree Medical Coverage for an eligible Duty Disability Retiree, the Duty Disability Retiree's eligible Spouse, and the Duty Disability Retiree's eligible dependent children before the date on which the Duty Disability Retiree's duty disability benefit converts to a normal retirement benefit.

A Retiree who is receiving a benefit from the Defined Benefit Plan must provide written authorization to the City on behalf of the Board of Trustees to deduct from the Retiree's monthly benefit from the Defined Benefit Plan the difference, if any, between the actual cost of the Retiree Medical Coverage and the amount Employer will pay toward Retiree Medical Coverage for the Retiree, the Retiree's eligible Spouse and the Retiree's eligible dependent children.

Article 5

Eligibility for Retiree Medical Coverage

5.1 Retirees Under the Defined Benefit Plan

A Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment is eligible to enroll in Retiree Medical Coverage as of the date on which he begins to receive a normal retirement benefit, early retirement benefit, temporary disability benefit (including a duty disability benefit) or deferred vested benefit from the Defined Benefit Plan.

5.2 Retirees Under the Defined Contribution Plan

A Retiree who was a participant in the Defined Contribution Plan on the date of his termination of employment shall be eligible to enroll in Retiree Medical Coverage as of the date on which the Retiree would qualify for and begin to receive a normal retirement benefit, early retirement benefit, temporary disability benefit (including a duty disability benefit) or deferred vested benefit from the Defined Benefit Plan based on his age and his Years of Credited

Service as of the date of his termination of employment if the Retiree were a participant in the Defined Benefit Plan on the date of his termination of employment.

5.3 Retiree's Spouse

(a) **General Rule** The Spouse of a Retiree is eligible to enroll in Retiree Medical Coverage if the Retiree is enrolled in Retiree Medical Coverage; and

(1) The Spouse and the Retiree were married as of the date the Retiree terminated employment with Employer; or

(2) The Retiree received a temporary disability benefit under the Defined Benefit Plan which converted to a normal retirement benefit, and the Spouse and Retiree were married on the date the temporary disability benefit began; or

(3) The Retiree received a duty disability benefit under the Defined Benefit Plan which converted to a normal retirement benefit, and the Spouse and Retiree were married on or before the date the duty disability benefit converted to a normal retirement benefit.

A Spouse who is acquired after the eligibility date in subsection (1), (2) or (3) above that applies to the Retiree's circumstances is not eligible to enroll in Retiree Medical Coverage.

(b) **Special Rule for DROP Participants** The Spouse of a Retiree who participated in the DROP is eligible to enroll in Retiree Medical Coverage if:

(1) The Retiree is enrolled in Retiree Medical Coverage; and

(2) The Spouse and Retiree were married as of the date the Retiree entered the DROP. A Spouse who is acquired after the date the Retiree entered the DROP is not eligible to enroll in Retiree Medical Coverage. But for Retirees who entered the DROP on or before December 31, 2010, the Retiree and Spouse must be married as of the date the Retiree terminates employment with Employer.

A Retiree's Spouse's eligibility for Retiree Medical Coverage ends on the date the Retiree and Spouse divorce or are legally separated. A Retiree's death does not terminate his otherwise eligible Spouse's eligibility for Retiree Medical Coverage.

5.4 Dependent Children

(a) **General Rule** A dependent child of a Retiree is eligible to enroll in Retiree Medical Coverage if:

(1) The Retiree is enrolled in Retiree Medical Coverage;

(2) The child was enrolled in the City's Group Health Plan on the date before the Retiree terminated employment with Employer or began receiving a temporary disability benefit from the Defined Benefit Plan; and

(3) The child is an eligible dependent under the Retiree Medical Coverage.

Children who are acquired after the date the Retiree terminated employment with Employer are not eligible to enroll in Retiree Medical Coverage.

(b) **Special Rule for Duty Disability Retirees** A dependent child of a Retiree whose duty disability benefit under the Defined Benefit Plan converted to a normal retirement benefit under the Defined Benefit Plan is eligible to enroll in Retiree Medical Coverage if:

(1) The Retiree is enrolled in Retiree Medical Coverage;

(2) The child was enrolled in the City's Group Health Plan on or before the date on which the duty disability benefit converted to a normal retirement benefit; and

(3) The child is an eligible dependent under the Retiree Medical Coverage.

Children who are acquired after the date the duty disability benefit converted to a normal retirement benefit are not eligible to enroll in Retiree Medical Coverage.

The Retiree's death does not terminate his otherwise eligible dependent children's eligibility for Retiree Medical Coverage.

5.5 Dependents of Deceased Employee

If an Employee dies while employed by Employer (regardless of whether the death is duty-related) the Employee's surviving Spouse and dependent children are eligible to enroll in Retiree Medical Coverage if the Employee satisfied the applicable service requirement for his Benefit Group for a deferred vested benefit from the Defined Benefit Plan before his death.

A deceased Employee's eligible surviving Spouse and eligible dependent children may enroll in Retiree Medical Coverage as of the date the deceased Employee would have satisfied the applicable age requirement for a deferred vested benefit from the Defined Benefit Plan based on the Employee's Benefit Group. But a deceased Employee's children are only eligible to enroll in Retiree Medical Coverage if they are eligible dependents under the Retiree Medical Coverage.

5.6 Dependents of Deceased Former Employee

If a former Employee dies before enrolling in the Retiree Medical Coverage, the deceased former Employee's Spouse on the date he terminated employment with Employer and the deceased former Employee's dependent children are eligible to enroll in Retiree Medical Coverage if the former Employee had satisfied the applicable service requirement for his Benefit Group for a deferred vested benefit from the Defined Benefit Plan before he terminated employment with Employer.

A deceased former Employee's eligible surviving Spouse and eligible dependent children may enroll in Retiree Medical Coverage as of the date the deceased former Employee would have satisfied the applicable age requirement for a deferred vested benefit from the Defined Benefit Plan based on the deceased former Employee's Benefit Group as of the date of his termination of employment with Employer. But a deceased former Employee's children are only eligible for Retiree Medical Coverage if they were acquired before the former Employee terminated employment with Employer and they are eligible dependents under the Retiree Medical Coverage.

5.7 COBRA Beneficiaries

Any individual (Retiree, Spouse and/or dependent child) who is not eligible to enroll in Retiree Medical Coverage at the time the Employee terminates employment with Employer or, if later, on the date the Retiree's duty disability benefit under the Defined Benefit Plan converts to a normal retirement benefit, may enroll in COBRA continuation coverage under the City's Group Health Plan to the extent the individual is otherwise eligible for COBRA continuation coverage. However, enrollment in COBRA continuation coverage is not a prerequisite for enrollment in Retiree Medical Coverage. An individual who elects COBRA continuation coverage and later becomes eligible to enroll in Retiree Medical Coverage may terminate his COBRA coverage (if it has not already terminated) and enroll in Retiree Medical Coverage. An individual cannot be simultaneously enrolled in both COBRA continuation coverage and Retiree Medical Coverage.

5.8 Retirees Eligible for Other Coverage

Any Retiree who is receiving or can receive other equivalent hospitalization coverage from the Retiree's current employment or the current employment of the Retiree's Spouse may enroll in Retiree Medical Coverage, but the Retiree Medical Coverage will be a supplement to that coverage by providing coverage on a secondary basis to provide a coverage package that is equivalent to the Retiree Medical Coverage.

Any Retiree who can receive medical coverage from Employer as a result of the Retiree's Spouse's current employment with Employer is not eligible for Retiree Medical Coverage.

Article 6

Amendment and Termination

Retirees, Retirees' Spouses and Retirees' dependent children are not vested in their rights to any Retiree Medical Coverage offered by Employer. Employer reserves the right to amend this document at any time, to the extent permitted by any applicable Collective Bargaining Agreements. Employer further reserves the right to amend or terminate the Retiree Medical Coverage at any time, to the extent permitted by any applicable Collective Bargaining Agreements.

Signature

The City has signed the restated City of Wyoming Retiree Medical Trust and Benefit Policy this _____ day of _____, 2016.

CITY OF WYOMING

By _____

Its _____

Schedule A

to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

General Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 1, 2009.

(a) **Amount to be Paid Through Age 60** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years for Retirees who retire on or after July 1, 2016):

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before February 7, 2006	See Article IV of Chapter 58 of the City Code
February 7, 2006 – July 1, 2009	\$15.00
July 2, 2009	\$20.00

(b) **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1994** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

<u>Most Recent Date of Hire</u>	<u>Benefit Amount</u>
On or before February 6, 2006	Full cost
On or after February 7, 2006	24% of the cost, plus an additional 4% of the cost for each Year of Credited Service earned by the

Retiree after 10 Years of Credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1994** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1994, the amount to be paid upon attainment of age 60 is set forth in Articles II and IV of Chapter 58 of the City Code.

2. Date Payments Begin

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan on or after the attainment of age 55. However, the age 55 requirement shall be waived for a Retiree receiving a temporary disability benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit, (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan on or after the attainment of age 55, based on his age and Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

For the time period before July 1, 1992, Employer's payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

Schedule B
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Administrative and Supervisory Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 2, 2007.

(a) **Employees who Retire Before January 30, 2015** Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who retires before January 30, 2015 or who was previously a member of another bargaining unit and who is covered under a plan in which the retiree health benefit is earned based on Years of Service as set forth in the following table:

<u>Initial Date of Hire</u>	<u>Benefit Amount</u>
On or before July 1, 2004	Full cost
On or after July 2, 2004	4% of the cost for each Year of Credited Service earned by the Retiree, up to the full cost

(b) **Employees who Retire on or After January 30, 2015** Retirees who retire on or after January 30, 2015 and who were not previously a member of another bargaining unit covered under a plan in which the retiree health benefit is earned based on Years of Service 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 City'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%
15-19	20%
20+	0%

2. Date Payments Begin

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of

Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

Schedule C
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Police Command Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 1, 2008.

(c) **Amount to be Paid Through Age 60** For eligible Retirees who were members of this Benefit Group as of April 23, 1986, Employer shall pay the full cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse. For eligible Retirees who become members of this Benefit Group after April 23, 1986, the amount to be paid by Employer for Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years for Members of the Benefit Group who retire on or after July 1, 2002):

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1989	See Article II of Chapter 58 of the City Code
July 1, 1989 – June 30, 2002	See Article IV of Chapter 58 of the City Code
July 1, 2002 – February 20, 2006	\$15.00
February 21, 2006	\$20.00

(d) **Amount to be Paid Upon Attainment of age 60 – Rule After July 1, 1991 for Employees who Retire Before July 2, 2015** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, provided the Retiree retired before July 2, 2015:

<u>Most Recent Date of Hire</u>	<u>Benefit Amount</u>
On or before June 30, 2008	Full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(e) **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1991 for Employees who Retire After July 1, 2015** Retirees who retire after July 1, 2015 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%

(f) **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1991** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1991, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(g) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse beginning with the month in which the Retiree begins receiving a monthly pension benefit from the Defined Benefit Plan.

(h) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For eligible Retirees who were members of this Benefit Group as of April 23, 1986, and who become eligible for Retiree Medical Coverage after July 1, 1991, Employer shall pay its share of the cost of Retiree Medical Coverage for the Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

For eligible Retirees who were not members of this Benefit Group as of April 23, 1986, and who began to receive a monthly pension benefit from the Defined Benefit Plan before July 1, 1991, Employer's payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse ends upon the date the Retiree attains or would have attained age 65.

Schedule D
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Police Nonsupervisory Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after September 4, 2007.

(i) **Amount to be Paid Through Age 60 – After July 1, 1992** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years effective as of July 1, 1989):

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1987	See Article II of Chapter 58 of the City Code
Before July 1, 1994	See Article IV of Chapter 58 of the City Code
July 1, 1994 – September 5, 2005	\$10.00
September 6, 2005 – September 3, 2007	\$15.00
September 4, 2007	\$20.00

(j) **Amount to be Paid Upon Attainment of age 60 – Rule After July 1, 1992 for Employees who Retire Before January 30, 2015** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, provided the Retiree retired before January 30, 2015:

<u>Most Recent Date of Hire</u>	<u>Benefit Amount</u>
On or before September 4, 2007	Full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(k) **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1992 for Employees who Retire on or After January 30, 2015** Retirees who retire on or after January 30, 2015 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%

(l) **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1992** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1992, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. Date Payments Begin

(m) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse beginning with the month in which the Retiree begins receiving a monthly pension benefit from the Defined Benefit Plan.

(n) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

For the time period before July 1, 1992, Employer's payment of any portion of the cost for Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

Schedule E
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Police ECO Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after November 5, 2007.

(a) **Amount to be Paid Through Age 60** The amount to be paid for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years:

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before July 3, 1995	See Article IV of Chapter 58 of the City Code
July 2, 1995 – July 1, 2004	\$10.00
July 2, 2004 – July 1, 2007	\$15.00
July 2, 2007	\$20.00

(b) **Amount to be Paid Upon Attainment of Age 60** Eligible Retirees who terminate employment with Employer on and after July 1, 2004, shall receive all or a portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse according to the following formula:

(1) Beginning with the month in which the Retiree attains or would have attained age 60, Retirees who have completed at least 10 Years of Credited Service shall receive 24% of the cost of the premium for the Retiree and the Retiree's Spouse; and

(2) For each additional year of service credited to the Retiree after 10 Years of Credited Service, the Retiree shall receive an additional 4% per year of the cost of the premium for the Retiree and the Retiree's Spouse, up to a

maximum contribution of 100% of the cost of the premium for the Retiree and the Retiree's Spouse.

Eligible Retirees who terminated employment before July 1, 2004, shall receive all or a portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse under the schedule set forth in subsection (a) of this Section.

2. Date Payments Begin

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan on and after the attainment of age 55. However, the age 55 requirement shall be waived for Retirees receiving a temporary disability benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer will pay its portion of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan on and after attainment of age 55, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

Employer's payment of any portion of the cost of Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse ends upon the last day of the month in which the Retiree attains or would have attained age 65.

Schedule F
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Fire Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after October 1, 2009.

Section 1.1.1 **Amount to be Paid Through Age 60** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years effective as of July 1, 1990):

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before July 1, 1992	See Article IV of Chapter 58 of the City Code
July 1, 1992 – June 30, 1995	\$8.00
July 1, 1995 – September 5, 2005	\$10.00
September 6, 2005 – October 1, 2009	\$15.00
October 2, 2009	\$20.00

(c) **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1992 for Employees who Retire Before July 2, 2015** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, provided the Retiree retired before July 2, 2015:

Most Recent Date of Hire **Benefit Amount**

On or before June 30, 2005 Full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

Section 1.1.2 **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1992 for Employees who Retire After July 1, 2015** Retirees who retire after July 1, 2015 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%

Section 1.1.3 **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1992** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1992, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. Date Payments Begin

(d) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree’s eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

Section 1.1.4 **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree’s eligible Spouse, Employer will pay its portion of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

For the time period before July 1, 1992, Employer’s payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree’s Spouse ended upon the

Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

Schedule G
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Administrative Contract Employees Benefit Group

The provisions of Schedule B shall apply to members of this Benefit Group.

CITY OF WYOMING
RETIREE MEDICAL TRUST AND BENEFIT POLICY
(Restated effective July 1, ~~2011~~2016)

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CITY OF WYOMING

RETIREE MEDICAL TRUST AND BENEFIT POLICY

Article 1

Establishment of Trust and Benefit Policy

1.1 History of Retiree Medical Trust

Employer ~~has~~ historically provided medical benefits to certain former Employees. Employer funded these benefits through the Defined Benefit Plan, which also described the terms and conditions for receiving these benefits. ~~However, Employer determined that it is in the best interest of Employer and its Employees and former Employees to fund these benefits separately from the Defined Benefit Plan.~~

~~Accordingly, the~~The City established the Trust Fund effective as of October 1, 2004 to provide for the funding of Retiree Medical Benefits through a separate trust.

1.2 This Document

This document sets forth the terms of the Trust Fund, as amended and restated effective as of July 1, ~~2011~~2016. This document also describes the terms and conditions for receiving Retiree Medical Coverage, as well as the portion of the cost of Retiree Medical Coverage, if any, Employer will pay effective as of July 1, ~~2011~~2016.

Employer maintains separate ~~plan~~ documentation ~~for~~detailing the Retiree Medical Coverage. This document does not replace the provisions of the separate ~~plan~~ documentation with respect to the Retiree Medical Benefits provided to eligible Retirees and their eligible dependents under the Retiree Medical Coverage.

1.3 Effect on Current Retirees

A Retiree who was receiving Retiree Medical Benefits as of the effective date of this document shall continue to receive Retiree Medical Benefits without interruption.

Article 2

Definitions

The following words, terms and phrases, when used in this document, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning. All references to specific Articles or Sections shall refer to Articles or Sections of this document unless otherwise stated.

2.1 Benefit Group

“Benefit Group” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Benefit Group” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.2 Board of Trustees

“Board of Trustees” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Board of Trustees” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.3 City

“City” means the City of Wyoming, Michigan.

2.4 City Code

“City Code” means the City of Wyoming Code of Ordinances of 1997, as amended.

2.5 City’s Group Health Plan

“City’s Group Health Plan” means the group health plan or plans which the City makes available to active Employees ~~in which the Retiree was enrolled at the time he terminated employment with Employer.~~

2.6 Claims Administrator

“Claims Administrator” means the person or entity designated and appointed by the City to administer the Retiree Medical Coverage.

2.7 Collective Bargaining Agreement

“Collective Bargaining Agreement” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Collective Bargaining Agreement” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.8 Date of Employment

“Date of Employment” means the date on which an employee performs his first Hour of Service for Employer. For this purpose the term “Hour of Service” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Hour of Service” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.9 Defined Benefit Plan

“Defined Benefit Plan” means the City of Wyoming Defined Benefit Plan.

2.10 Defined Contribution Plan

“Defined Contribution Plan” means the City of Wyoming Defined Contribution Plan.

2.11 DROP

“DROP” means the deferred retirement option plan component of the Defined Benefit Plan.

2.12 Duty Disability Retiree

“Duty Disability Retiree” means a Retiree who is currently receiving a duty disability benefit from the Defined Benefit Plan. A Retiree whose duty disability benefit has converted to a normal retirement benefit is not a Duty Disability Retiree.

2.13 Employee

“Employee” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Employee” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.14 Employer

“Employer” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Employer” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.15 HIPAA

“HIPAA” means the federal Health Insurance Portability and Accountability Act of 1996, as amended.

2.16 PEHP

“PEHP” means the City of Wyoming Post Employment Health Plan.

2.17 Retiree

“Retiree” means a former Employee who is currently receiving a normal retirement benefit, early retirement benefit, temporary disability benefit or deferred vested benefit from the Defined Benefit Plan or a former Employee who was a vested participant in the Defined Contribution Plan on the date of his termination of employment.

2.18 Retiree Medical Benefits

“Retiree Medical Benefits” means the benefits provided to Retirees and their eligible dependents pursuant to the Retiree Medical Coverage.

2.19 Retiree Medical Coverage

“Retiree Medical Coverage” means the group health plan or plans that Employer makes available to Retirees and their eligible dependents, which is the City’s Group Health Plan.

2.20 Schedules

“Schedules” means the Schedules attached to, and incorporated into, this document. Each Schedule states the amount, if any, Employer will pay toward the cost of Retiree Medical Coverage for eligible Retirees and their eligible dependents for each Benefit Group.

2.21 Spouse

“Spouse” means the person to whom a Retiree is legally married under the laws of the state of Michigan. Section 5.3 describes who is an eligible Spouse for purposes of the Retiree Medical Coverage.

2.22 Trust Fund

“Trust Fund” means the health benefits trust as set forth in Article 3.

2.23 Union

“Union” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Union” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.24 Year of Credited Service

“Year of Credited Service” has the same meaning as under the Defined Benefit Plan, and the definition of the term “Year of Credited Service” as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

For purposes of this document, an Employee shall be credited with Years of Credited Service in the manner described in Article 4 of the Defined Benefit Plan regardless of whether the Employee is a participant in the Defined Benefit Plan.

Article 3

Establishment of Trust Fund

3.1 Establishment of Trust Fund

The City established the Trust Fund for the purpose of holding its contributions toward the cost of the Retiree Medical Coverage.

The Trust Fund shall comply with the requirements of the Public Employee Health Care Fund Investment Act of 1999 (MCL §38.1211-1216), and shall be administered in a manner

consistent with that act. The provisions of this Article shall be construed and administered under the laws of the state of Michigan.

3.2 Acceptance of Trust by the Board of Trustees

By execution of an acceptance of trust on _____, the secretary of the Board of Trustees ~~shall accept~~accepted the trust created under this Article on behalf of the Board of Trustees. The Board of Trustees shall be responsible for the management and administration of the Trust Fund in accordance with the terms of this Article.

3.3 Trust Fund

Title to the assets of the Trust Fund shall at all times be vested exclusively in the Board of Trustees. The Board of Trustees is to have exclusive authority and discretion to hold, manage and control the assets of the Trust Fund, including utilizing the services of a custodian to invest the assets of the Trust Fund. The Board of Trustees shall hold and use the Trust Fund exclusively for the following purposes:

- (a) To pay or provide for the payment of the Retiree Medical Benefits to eligible Retirees and their eligible dependents, as provided in the Retiree Medical Coverage;
- (b) To pay or provide for the payment of all reasonable and necessary expenses of administering the Retiree Medical Coverage and the Trust Fund;
- (c) To establish and accumulate as part of the Trust Fund an adequate reserve to carry out the purposes of the Retiree Medical Coverage and Trust Fund; and
- (d) To pay any federal, state or local taxes that may be properly imposed upon or levied against the Trust Fund or benefits paid from the Trust Fund.

3.4 Investment of Trust Fund by Board of Trustees

The Board of Trustees and any custodian shall invest the Trust Fund in accordance with the requirements of the Public Employee Health Care Fund Investment Act (MCL §38.1211-1216).

3.5 Amount and Timing of Contributions to the Trust Fund

Contributions to the Trust Fund shall be made at the times and in the amounts determined by Employer from time to time. All contributions to the Trust Fund shall be deemed to take place in the state of Michigan.

3.6 Accountability of Board of Trustees

The Board of Trustees shall be entitled to receive from Employer only the sums of money and other property which Employer pays or delivers to the Board of Trustees. The Board of Trustees shall not have the right and shall not be subject to any duty to demand from Employer any

other sums of money or other property, nor to require any contributions to be made nor to determine that the contributions received comply with the Retiree Medical Coverage. The contributions shall be made in cash or other property acceptable to the Board of Trustees.

3.7 Nonreversion of Trust Fund Assets

Employer shall have no right, title or interest in the contributions made to the Trust Fund and the Board of Trustees. No part of the Trust Fund shall revert to or inure to the benefit of Employer, except that any contribution which is made by a mistake of fact shall be returned to Employer within one year after payment of the contribution.

3.8 Distributions From the Trust Fund

Distributions shall be made from the Trust Fund to provide Retiree Medical Benefits to eligible Retirees and their eligible dependents in accordance with the Retiree Medical Coverage and this document. The City may enter into an administration agreement with a Claims Administrator, which may grant the Claims Administrator broad authority to administer benefit payments under the Retiree Medical Coverage and to provide other administrative services with respect to the Retiree Medical Coverage.

The Board of Trustees shall have no responsibility to verify the use of distributions from the Trust Fund or to determine whether distributions comply with the terms of the Retiree Medical Coverage. The Board of Trustees may rely and act based upon information furnished by the City and its representatives, or the Claims Administrator and its representatives.

3.9 Payment of Trust Fund Expenses

The Board of Trustees may pay from the Trust Fund all reasonable and necessary expenses and charges incurred in connection with the administration or operation of the Retiree Medical Coverage or the Trust Fund, including charges made by the Claims Administrator and fees and expenses for all agency and legal services rendered to the Board of Trustees.

3.10 Purchase of Insured Benefits

The City may periodically obtain insurance policies from one or more insurers to provide all or part of the Retiree Medical Coverage funded through the Trust Fund. The City shall be named as the policyholder of any policy or policies and, at the direction of the City, the Board of Trustees shall pay all premiums when due from the Trust Fund.

3.11 Payment of Taxes

Any taxes assessed against the Trust Fund which the Board of Trustees is required to pay shall be charged to the Trust Fund. The Board of Trustees shall advise the City of any taxes, other than real and personal property and transfer taxes, immediately upon notice of their assessment and shall make no payment of taxes until authorized by the City. If the City advises the Board of Trustees in writing that any taxes are not lawfully assessed in the opinion of legal counsel for the City, the Board of Trustees shall, if requested, contest or join with the City in contesting the validity or amount of the taxes in any manner deemed appropriate by the City or its counsel.

“Taxes,” as used in this subsection, includes any interest or penalties levied or imposed in respect to any taxes. Any expense incurred by the City or the Board of Trustees in contesting the validity or amount of any taxes shall be charged to the Trust Fund to the extent not paid by the City.

3.12 No Retiree Interest in Trust Fund

No Retiree, nor any other person claiming benefits under the Retiree Medical Coverage, shall have any right to, or interest in, any part of the Trust Fund. No assignment, alienation, sale, transfer, pledge, encumbrance or anticipation of any benefit under the Retiree Medical Coverage shall be recognized by the Board of Trustees. No attachment or garnishment of or other legal process against the Trust Fund, or any benefit payment under the Retiree Medical Coverage, shall be recognized by the Board of Trustees, except as it may be required to do so by law.

3.13 Directions to Board of Trustees

It shall be the duty of the City to keep the Board of Trustees advised, in writing, of the names of the individuals working for the City or the Claims Administrator who will administer the Retiree Medical Coverage ~~and provide the Board of Trustees with a specimen signature of each individual.~~ Any direction of the City or the Claims Administrator pursuant to the provisions of this Article or the Retiree Medical Coverage, including the authorization of Retiree Medical Benefit payments, shall be made in writing and signed by an individual designated by the City or the Claims Administrator.

The Board of Trustees shall act, and be fully protected in acting, in accordance with the written direction of the individual designated by the City or the Claims Administrator. The Board of Trustees shall not be bound by any communication under this Article or the Retiree Medical Coverage not made in writing.

The Board of Trustees is not party to the Retiree Medical Coverage and makes no representations with respect to the Retiree Medical Coverage. It is intended that all duties, obligations, powers and rights of the Board of Trustees with respect to the Retiree Medical Coverage and the Trust Fund are stated in this Article.

3.14 General Powers and Rights of Board of Trustees

Subject to the specific provisions of this Article, the Board of Trustees has the following powers which may be used in performing its duties under this Article:

(a) To open bank accounts in the name of the Trust Fund and to make deposits in the accounts in order to facilitate the payment of Retiree Medical Benefits, at the direction of the City or the Claims Administrator. The Board of Trustees shall not be liable or responsible for, or be required to see to the application of, any disbursements from the accounts made in accordance with the directions unless the Board of Trustees has actual notice of improper direction of any portion of the Trust Fund;

(b) To enforce any right, obligation or claim in its discretion and in general to protect in any way the interests of the Trust Fund, either before or after default.

If the Board of Trustees, in its discretion, considers it for the best interests of the Trust Fund, to abstain from the enforcement of any right, obligation or claim;

(c) To make, execute, acknowledge and deliver any and all assignments, documents of transfer and conveyance and any and all other instruments necessary or appropriate to carry out any powers granted in this Article;

(d) To do all acts which the Board of Trustees may deem necessary or proper and to exercise any and all of the powers of the Board of Trustees under this Article upon the terms and conditions the Board of Trustees may deem for the best interests of the Trust Fund and the Retiree Medical Coverage; and

(e) To invest the Trust Fund in any investment permitted by law, subject to the terms of this Article.

3.15 Employment of Agents by Board of Trustees

The Board of Trustees may periodically employ agents and delegate to them routine and limited discretionary duties as it sees fit. The Board of Trustees may also employ or consult expert assistants. The Board of Trustees shall not be liable for any neglect, omission or wrongdoing of any agent or assistant, provided that reasonable care was exercised in their selection.

The Board of Trustees may consult with legal counsel (who may be of counsel to the City) concerning any question which may arise with reference to its duties under this Section. The opinion of legal counsel shall fully and completely protect the Board of Trustees with respect to any action taken or not taken under this Article in good faith and in accordance with the opinion of legal counsel.

3.16 Standard of Care to be Used by Board of Trustees

The Board of Trustees shall discharge its duties with respect to the Retiree Medical Coverage and this Article solely in the interests of ~~eligible Retirees and their dependents,~~ the City and for the exclusive purpose of providing Retiree Medical Benefits to eligible Retirees and their eligible dependents and defraying reasonable expenses of administering the Retiree Medical Coverage and the Trust Fund.

The Board of Trustees shall discharge its duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims. The Board of Trustees shall not be liable for anything done or omitted to be done by it, except due to a violation of the standard of care provided in the preceding sentences of this Section.

3.17 Records of Board of Trustees

The Board of Trustees shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions under the Trust Fund. All accounts, books and

records relating to the Trust Fund shall be open at all reasonable times to inspection and audit by any person or persons designated by the City. Upon request, the Board of Trustees shall furnish the City with the information it reasonably requests regarding the administration and investments of the Trust Fund.

3.18 Annual Accounting by Board of Trustees

Within 90 days after the close of the City's fiscal year or the removal or resignation of the Board of Trustees as trustee of the Trust Fund, the Board of Trustees shall file with the City a written ~~accounting setting forth all~~ summary annual report describing generally the investments, receipts and disbursements, and other transactions completed by it during the year or other period since the last written accounting. ~~The accounting shall include a description of all securities and other investments purchased or sold, with the cost of purchases and net proceeds of sales indicated.~~ The written accounting summary annual report. The written summary annual report shall also include a description, including value, of all cash, securities and other property held at the date of the accounting. At least once every five years, the Board of Trustees shall have an actuarial review of the Trust Fund performed in accordance with the provisions of the Public Employee Health Care Investment Act (MCL §38.1211-1216).

3.19 Release of Board of Trustees

The Board of Trustees shall be released from any liability or accountability to anyone in connection with the accounting or resulting from any of the acts or transactions shown in the accounting, unless:

(a) The City files written objections with the Board of Trustees within six months of the accounting claiming breach of fiduciary duty, negligence, willful misconduct or lack of good faith by the Board of Trustees; or

(b) The Board of Trustees has committed fraud or obvious error.

3.20 Settlement of Board of Trustees' Accountings

The accountings of the Board of Trustees need only be rendered to and settled with the City. Upon settlement, the accounting shall be binding upon the City, the Retirees and their dependents. No accountings other than those provided for in this Article shall be required of the Board of Trustees, and no other person or party shall be entitled to any accounting by the Board of Trustees. The Board of Trustees may also have any of its accountings settled by a court having jurisdiction. The Board of Trustees shall be liable to account only in the courts of the state of Michigan.

3.21 Legal Proceedings for Settlement of Accountings or Administration of Trust Fund

In any proceedings for settlement of the accountings of the Board of Trustees or concerning administration of the Trust Fund, the City and the Board of Trustees shall be the only necessary parties. Service of any notice or process upon the City shall be deemed, for all purposes, service upon the Retirees and their dependents. Any final judgment in any action or proceeding for

settlement of the accountings or concerning the administration of the Trust Fund shall be binding and conclusive on the Board of Trustees, the City and the eligible Retirees, their eligible dependents and their beneficiaries.

3.22 Compensation of Board of Trustees

The members of the Board of Trustees who are not Employees of Employer may be paid reasonable compensation for the performance of their services under this Article, as determined by the Board of Trustees and approved by City Council. Further, each member of the Board of Trustees shall be reimbursed for all reasonable and necessary expenses which that member may incur in connection with the performance of his or her duties under this Article. Any compensation or reimbursement of expenses provided to a member of the Board of Trustees shall be paid from the Trust Fund, unless paid directly by Employer.

3.23 Removal or Resignation of Board of Trustees

The City may remove the Board of Trustees as trustee for the Trust Fund at any time by giving written notice to the Board of Trustees. The Board of Trustees may resign at any time by giving written notice to the City. The Board of Trustees' removal or resignation shall be effective upon the appointment of a successor trustee.

3.24 Successor Trustee

Upon the removal or resignation of the Board of Trustees, the City shall appoint a successor trustee within 60 days. The appointment shall become effective upon delivery of a written acceptance of the trust to the City and the Board of Trustees. Upon giving written acceptance of trust, the successor trustee shall have all the rights and duties given to the Board of Trustees by this Article and shall be bound by the provisions of this Article. In the interim before a successor trustee files a written acceptance of trust, the Board of Trustees shall continue to function and be bound as a trustee under the provisions of this Article. If the City has not appointed a successor trustee within 60 days after Board of Trustees' resignation, the Board of Trustees may apply to a court having jurisdiction for the appointment of a successor.

3.25 Amendment of This Article or Termination of the Trust Fund

The City shall have the right to amend this Article or terminate the Trust Fund at any time by action of its governing body or by the written approval of an authorized official to whom the governing body has delegated the authority to amend this Article. No amendment shall change the duties, powers or liabilities of the Board of Trustees without its written consent.

3.26 Termination of Retiree Medical Coverage

The City may terminate the Retiree Medical Coverage at any time by action of its governing body and shall notify the Board of Trustees in writing of the termination. After this notice is provided, the Trust Fund shall terminate in accordance with the provisions of this Section. The assets then remaining in the Trust Fund shall continue to be used and applied for the payment of Retiree Medical Benefits to eligible Retirees and their eligible dependents with respect to claims

arising prior to the termination and for the payment of the reasonable and necessary expenses incurred in the termination of the Retiree Medical Coverage.

Any assets remaining in the Trust Fund shall be used to provide Retiree Medical Benefits for eligible Retirees and their dependents until the Trust Fund is exhausted. Upon termination of the Retiree Medical Coverage, the Board of Trustees shall continue to serve until the Trust Fund is exhausted.

Article 4

Retiree Medical Coverage

4.1 Administration of the Retiree Medical Coverage

The operation and administration of the Retiree Medical Coverage shall be the sole and exclusive responsibility of the City.

4.2 Retiree Medical Benefits

The actual coverage provided to Retirees, Retirees²' Spouses and Retirees²' dependent children shall be set forth in a separate document that describes the Retiree Medical Coverage. All terms and conditions of the Retiree Medical Coverage not specifically addressed in this document shall be governed by that separate documentation. Retiree Medical Coverage may be provided through an insurance policy obtained by the City on behalf of Retirees, Retirees²' Spouses and Retirees²' dependent children. The City may periodically change the insurance carrier for the Retiree Medical Coverage and/or may request changes be made in the terms of the policy.

4.3 Benefits Secondary to Medicare

Any Retiree Medical Coverage shall be secondary to Medicare for any Retiree, Spouse or dependent child who is eligible for Medicare to the extent permitted by applicable federal law. This is true even where the individual is eligible for Medicare but has failed to enroll and/or pay any required contributions, deductibles and/or copayments.

4.4 Amount to be Paid by Employer for Retiree Medical Coverage

(a) **Amount Paid for Retiree and Spouse — General Rule** Except as otherwise provided in a separate written agreement between Employer and a Retiree, the amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and the Retiree²'s eligible Spouse shall be based on the Benefit Group in which the Retiree was a member on the last day the Retiree performed services for Employer, as set forth in the Schedule and Collective Bargaining Agreement for that Benefit Group in effect on the date the Retiree terminated employment with Employer.

For an eligible Retiree who:

(1) Terminated employment with Employer after satisfying the service requirement to be eligible for Retiree Medical Coverage; and

(2) Was subsequently re-hired by Employer into a different Benefit Group in a position normally scheduled to work 1,000 or more Hours of Service during Employer's fiscal year (July 1, through June 30);

the amount to be paid by Employer for Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse shall be based on the Benefit Group in which the Retiree was most recently a member, as set forth in the Schedule and Collective Bargaining Agreement for that Benefit Group in effect on the date of the Retiree's most recent termination of employment with Employer.

(b) **Amount Paid for Dependent Children — General Rule** The Retiree shall pay the entire cost of coverage for any eligible dependent children. The cost of this dependent coverage shall be the full cost, or the difference between single-person, two-person or family coverage. Employer shall not be responsible for the payment of any portion of the cost of this dependent coverage.

(c) **Special Rule for Duty Disability Retiree, Spouse and Dependent Children** Employer shall pay the full cost of Retiree Medical Coverage for an eligible Duty Disability Retiree, the Duty Disability Retiree's eligible Spouse, and the Duty Disability Retiree's eligible dependent children before the date on which the Duty Disability Retiree's duty disability benefit converts to a normal retirement benefit.

A Retiree who is receiving a benefit from the Defined Benefit Plan must provide written authorization to the City on behalf of the Board of Trustees to deduct from the Retiree's monthly benefit from the Defined Benefit Plan the difference, if any, between the actual cost of the Retiree Medical Coverage and the amount Employer will pay toward Retiree Medical Coverage for the Retiree, the Retiree's eligible Spouse and the Retiree's eligible dependent children.

Article 5

Eligibility for Retiree Medical Coverage

5.1 Retirees Under the Defined Benefit Plan

A Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment is eligible to enroll in Retiree Medical Coverage as of the date on which he begins to receive a normal retirement benefit, early retirement benefit, temporary disability benefit (including a duty disability benefit) or deferred vested benefit from the Defined Benefit Plan.

5.2 Retirees Under the Defined Contribution Plan

A Retiree who was a participant in the Defined Contribution Plan on the date of his termination of employment shall be eligible to enroll in Retiree Medical Coverage as of the date on which the Retiree would qualify for and begin to receive a normal retirement benefit, early

retirement benefit, temporary disability benefit (including a duty disability benefit) or deferred vested benefit from the Defined Benefit Plan based on his age and his Years of Credited Service as of the date of his termination of employment if the Retiree were a participant in the Defined Benefit Plan on the date of his termination of employment.

5.3 Retiree's Spouse

(a) **General Rule** The Spouse of a Retiree is eligible to enroll in Retiree Medical Coverage if the Retiree is enrolled in Retiree Medical Coverage; and

(1) The Spouse and the Retiree were married as of the date the Retiree terminated employment with Employer; or

(2) The Retiree received a temporary disability benefit under the Defined Benefit Plan which converted to a normal retirement benefit, and the Spouse and Retiree were married on the date the temporary disability benefit began; or

(3) The Retiree received a duty disability benefit under the Defined Benefit Plan which converted to a normal retirement benefit, and the Spouse and Retiree were married on or before the date the duty disability benefit converted to a normal retirement benefit.

A Spouse who is acquired after the eligibility date in subsection (1), (2) or (3) above that applies to the Retiree's circumstances is not eligible to enroll in Retiree Medical Coverage.

(b) **Special Rule for DROP Participants** The Spouse of a Retiree who participated in the DROP is eligible to enroll in Retiree Medical Coverage if:

(1) The Retiree is enrolled in Retiree Medical Coverage; and

(2) The Spouse and Retiree were married as of the date the Retiree entered the DROP. A Spouse who is acquired after the date the Retiree entered the DROP is not eligible to enroll in Retiree Medical Coverage. But for Retirees who entered the DROP on or before December 31, 2010, the Retiree and Spouse must be married as of the date the Retiree terminates employment with Employer.

~~Notwithstanding the rules of this Section, a Retiree's Spouse shall be eligible to enroll in Retiree Medical Coverage to the extent necessary to comply with the special enrollment rules under HIPAA.~~

A Retiree's Spouse's eligibility for Retiree Medical Coverage ends on the date the Retiree and Spouse divorce or are legally separated. A Retiree's death does not terminate his otherwise eligible Spouse's eligibility for Retiree Medical Coverage.

5.4 Dependent Children

(a) **General Rule** A dependent child of a Retiree is eligible to enroll in Retiree Medical Coverage if:

- (1) The Retiree is enrolled in Retiree Medical Coverage;
- (2) The child was enrolled in the City's Group Health Plan on the date before the Retiree terminated employment with Employer or began receiving a temporary disability benefit from the Defined Benefit Plan; and
- (3) The child is an eligible dependent under the Retiree Medical Coverage.

Children who are acquired after the date the Retiree terminated employment with Employer are not eligible to enroll in Retiree Medical Coverage.

(b) **Special Rule for Duty Disability Retirees** A dependent child of a Retiree whose duty disability benefit under the Defined Benefit Plan converted to a normal retirement benefit under the Defined Benefit Plan is eligible to enroll in Retiree Medical Coverage if:

- (1) The Retiree is enrolled in Retiree Medical Coverage;
- (2) The child was enrolled in the City's Group Health Plan on or before the date on which the duty disability benefit converted to a normal retirement benefit; and
- (3) The child is an eligible dependent under the Retiree Medical Coverage.

Children who are acquired after the date the duty disability benefit converted to a normal retirement benefit are not eligible to enroll in Retiree Medical Coverage.

~~Notwithstanding the rules of this Section, a Retiree's dependent children shall be eligible to enroll in Retiree Medical Coverage to the extent necessary to comply with the special enrollment rules under HIPAA.~~

The Retiree's death does not terminate his otherwise eligible dependent children's eligibility for Retiree Medical Coverage.

5.5 Dependents of Deceased Employee

If an Employee dies while employed by Employer (regardless of whether the death is duty-related) the Employee's surviving Spouse and dependent children are eligible to enroll in Retiree Medical Coverage if the Employee satisfied the applicable service requirement for his Benefit Group for a deferred vested benefit from the Defined Benefit Plan before his death.

A deceased Employee's eligible surviving Spouse and eligible dependent children may enroll in Retiree Medical Coverage as of the date the deceased Employee would have satisfied the applicable age requirement for a deferred vested benefit from the Defined Benefit Plan based on the Employee's Benefit Group. But a deceased Employee's children are only eligible to enroll in Retiree Medical Coverage if they are eligible dependents under the Retiree Medical Coverage.

5.6 Dependents of Deceased Former Employee

If a former Employee dies before enrolling in the Retiree Medical Coverage, the deceased former Employee's Spouse on the date he terminated employment with Employer and the deceased former Employee's dependent children are eligible to enroll in Retiree Medical Coverage if the former Employee had satisfied the applicable service requirement for his Benefit Group for a deferred vested benefit from the Defined Benefit Plan before he terminated employment with Employer.

A deceased former Employee's eligible surviving Spouse and eligible dependent children may enroll in Retiree Medical Coverage as of the date the deceased former Employee would have satisfied the applicable age requirement for a deferred vested benefit from the Defined Benefit Plan based on the deceased former Employee's Benefit Group as of the date of his termination of employment with Employer. But a deceased former Employee's children are only eligible for Retiree Medical Coverage if they were acquired before the former Employee terminated employment with Employer and they are eligible dependents under the Retiree Medical Coverage.

5.7 COBRA Beneficiaries

Any individual (Retiree, Spouse and/or dependent child) who is not eligible to enroll in Retiree Medical Coverage at the time the Employee terminates employment with Employer or, if later, on the date the Retiree's duty disability benefit under the Defined Benefit Plan converts to a normal retirement benefit, may enroll in COBRA continuation coverage under the City's Group Health Plan to the extent the individual is otherwise eligible for COBRA continuation coverage. However, enrollment in COBRA continuation coverage is not a prerequisite for enrollment in Retiree Medical Coverage. An individual who elects COBRA continuation coverage and later becomes eligible to enroll in Retiree Medical Coverage may terminate his COBRA coverage (if it has not already terminated) and enroll in Retiree Medical Coverage. An individual cannot be simultaneously enrolled in both COBRA continuation coverage and Retiree Medical Coverage.

5.8 Retirees Eligible for Other Coverage

Any Retiree who is receiving or can receive other equivalent hospitalization coverage from the Retiree's current employment or the current employment of the Retiree's Spouse may enroll in Retiree Medical Coverage, but the Retiree Medical Coverage will be a supplement to that coverage by providing coverage on a secondary basis to provide a coverage package that is equivalent to the Retiree Medical Coverage.

Any Retiree who can receive medical coverage from Employer as a result of the Retiree's Spouse's current employment with Employer is not eligible for Retiree Medical Coverage.

Article 6

Amendment and Termination

Retirees, Retirees' Spouses and Retirees' dependent children are not vested in their rights to any Retiree Medical Coverage offered by Employer. Employer reserves the right to amend this document at any time, to the extent permitted by any applicable Collective Bargaining Agreements. Employer further reserves the right to amend or terminate the Retiree Medical Coverage at any time, to the extent permitted by any applicable Collective Bargaining Agreements.

Signature

The City has signed the City of Wyoming Retiree Medical Trust and Benefit Policy this _____ day of _____, 2011.

CITY OF WYOMING

By _____

Its _____

**Schedule A
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy**

General Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 1, 2009.

(a) **Amount to be Paid Through Age 60** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years:

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before February 7, 2006	See Article IV of Chapter 58 of the City Code
February 7, 2006 — July 1, 2009	\$15.00
July 2, 2009	\$20.00

(b) **Amount to be Paid Upon Attainment of Age 60 — Rule After July 1, 1994** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

<u>Most Recent Date of Hire</u>	<u>Benefit Amount</u>
On or before February 6, 2006	Full cost
On or after February 7, 2006	24% of the cost, plus an additional 4% of the cost for each Year of Credited Service earned by the Retiree after 10 Years of Credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 — Rule Before July 2, 1994** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1994, the amount to be paid upon attainment of age 60 is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan on or after the attainment of age 55. However, the age 55 requirement shall be waived for a Retiree receiving a temporary disability benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit, (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan on or after the attainment of age 55, based on his age and Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For the time period before July 1, 1992, Employer's payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

**Schedule B
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy**

Administrative and Supervisory Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as set forth in the following table:

<u>Initial Date of Hire</u>	<u>Benefit Amount</u>
On or before July 1, 2004	Full cost
On or after July 2, 2004	4% of the cost for each Year of Credited Service earned by the Retiree, up to the full cost

Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 2, 2007.

2. Date Payments Begin

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay the full cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay the full cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

**Schedule C
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy**

Police Command Benefit Group

1. Employer Contribution to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 1, 2008.

(a) **Amount to be Paid Through Age 60** For eligible Retirees who were members of this Benefit Group as of April 23, 1986, Employer shall pay the full cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse. For eligible Retirees who became members of this Benefit Group after April 23, 1986, the amount to be paid by Employer for Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years for members of this Benefit Group who Retire on and after July 1, 2002):

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1989	See Article II of Chapter 58 of the City Code
July 1, 1989 — June 30, 2002	See Article IV of Chapter 58 of the City Code
July 1, 2002 — February 20, 2006	\$15.00
February 21, 2006	\$20.00

(b) **Amount to be Paid Upon Attainment of Age 60 — Rule After July 1, 1991** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

<u>Most Recent Date of Hire</u>	<u>Benefit Amount</u>
On or before June 30, 2008	Full cost
On or after July 1, 2008	24% of the cost, plus an additional 4% of the cost for each Year of Credited Service earned by the

Retiree after 10 Years of Credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 — Rule Before July 2, 1991** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1991, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For eligible Retirees who were members of this Benefit Group as of April 23, 1986, and who become eligible for Retiree Medical Coverage after July 1, 1991, Employer shall pay its share of the cost of Retiree Medical Coverage for the Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

For eligible Retirees who were not members of this Benefit Group as of April 23, 1986, and who began to receive a monthly pension benefit from the Defined Benefit Plan before July 1, 1991, Employer's payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse ends upon the date the Retiree attains or would have attained age 65.

**Schedule D
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy**

Police Nonsupervisory Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after September 4, 2007.

(a) **Amount to be Paid Through Age 60 — After July 1, 1992** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years effective as of July 1, 1989):

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1987	See Article II of Chapter 58 of the City Code
Before July 1, 1994	See Article IV of Chapter 58 of the City Code
July 1, 1994 — September 5, 2005	\$10.00
September 6, 2005 — September 3, 2007	\$15.00
September 4, 2007	\$20.00

(b) **Amount to be Paid Upon Attainment of age 60 — Rule After July 1, 1992** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

<u>Most Recent Date of Hire</u>	<u>Benefit Amount</u>
On or before June 30, 2005	Full cost
On or after July 1, 2005	24% of the cost, plus an additional 4% of the cost for each Year of

Credited Service earned by the Retiree after 10 Years of credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 -- Rule Before July 2, 1991** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1991, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse beginning with the month in which the Retiree begins receiving a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For the time period before July 1, 1992, Employer's payment of any portion of the cost for Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

**Schedule E
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy**

Police ECO Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after November 5, 2007.

(a) Amount to be Paid Through Age 60 The amount to be paid for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years:

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before July 3, 1995	See Article IV of Chapter 58 of the City Code
July 2, 1995 — July 1, 2004	\$10.00
July 2, 2004 — July 1, 2007	\$15.00
July 2, 2007	\$20.00

(b) Amount to be Paid Upon Attainment of Age 60 Eligible Retirees who terminate employment with Employer on and after July 1, 2004, shall receive all or a portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse according to the following formula:

(1) Beginning with the month in which the Retiree attains or would have attained age 60, Retirees who have completed at least 10 Years of Credited Service shall receive 24% of the cost of the premium for the Retiree and the Retiree's Spouse; and

(2) For each additional year of service credited to the Retiree after 10 Years of Credited Service, the Retiree shall receive an additional 4% per year of the cost of the premium for the Retiree and the Retiree's Spouse, up to a

maximum contribution of 100% of the cost of the premium for the Retiree and the Retiree's Spouse.

Eligible Retirees who terminated employment before July 1, 2004, shall receive all or a portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse under the schedule set forth in subsection (a) of this Section.

2. Date Payments Begin

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan on and after the attainment of age 55. However, the age 55 requirement shall be waived for Retirees receiving a temporary disability benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer will pay its portion of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan on and after attainment of age 55, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

Employer's payment of any portion of the cost of Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse ends upon the last day of the month in which the Retiree attains or would have attained age 65.

**Schedule F
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy**

Fire Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after October 1, 2009.

(a) **Amount to be Paid Through Age 60** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years effective as of July 1, 1990):

<u>Effective Date</u>	<u>Benefit Amount</u>
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before July 1, 1992	See Article IV of Chapter 58 of the City Code
July 1, 1992 — June 30, 1995	\$8.00
July 1, 1995 — September 5, 2005	\$10.00
September 6, 2005 — October 1, 2009	\$15.00
October 2, 2009	\$20.00

(b) **Amount to be Paid Upon Attainment of Age 60 — Rule After July 1, 1992** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

<u>Most Recent Date of Hire</u>	<u>Benefit Amount</u>
On or before June 30, 2005	Full cost
On or after July 1, 2005	24% of the cost, plus an additional 4% of the cost for each Year of Credited Service earned by the Retiree after 10 Years of Credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 — Rule Before July 2, 1992** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1991, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. Date Payments Begin

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer will pay its portion of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

For the time period before July 1, 1992, Employer's payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

**Schedule G
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy**

Administrative Contract Employees Benefit Group

The provisions of Schedule B shall apply to members of this Benefit Group.

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Rendering set	Standard

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Format change	
Moved deletion	
Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	147
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	290

CITY OF WYOMING
POST EMPLOYMENT HEALTH PLAN
(Restated effective as of July 1, 2016)

Prepared by:
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CITY OF WYOMING
POST EMPLOYMENT HEALTH PLAN

Article 1

Establishment of the Post Employment Health Plan

1.1 This Document

The City of Wyoming established the City of Wyoming Post Employment Health Plan ("PEHP") to provide a funding vehicle for retiree health benefits. This document sets forth the terms and conditions under which Employer will make contributions to the PEHP Trust Fund on behalf of eligible Employees.

The City has entered into an agreement with a Benefit Administrator to provide the funding vehicle(s) in which contributions to the PEHP are invested. That agreement also governs the terms and conditions under which Participants may receive benefits from the PEHP.

This document and the agreement with the Benefit Administrator, together constitute the PEHP document.

1.2 Effective Date

This document governs the terms and conditions under which the City will make contributions to the PEHP as of July 1, 2016.

1.3 Effect on Retiree Medical Coverage

An Employee or former Employee who is a Participant in the PEHP and is eligible for Employer-provided retiree medical coverage as set forth in the City of Wyoming Retiree Medical Trust and Benefit Policy, shall be required to pay 100% of the cost of that coverage.

Article 2

Definitions

The following terms and phrases, when used in the PEHP, shall have the meaning ascribed to them in this Article, except where the context clearly indicates a different meaning. All references to specific Articles or Sections shall refer to Articles or Sections of this document unless otherwise stated.

2.1 Benefit Administrator

“Benefit Administrator” means the entity that provides the funding vehicle(s) in which contributions to the PEHP are invested and which provides administrative services with respect to the PEHP.

2.2 Benefit Group

“Benefit Group” has the same meaning as under the Defined Contribution Plan, and the definition of the term “Benefit Group” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.3 Calendar Year

“Calendar Year” means the 12-consecutive-month period beginning on January 1 and ending on the following December 31.

2.4 City

“City” means the City of Wyoming, Michigan.

2.5 Collective Bargaining Agreement

“Collective Bargaining Agreement” means the currently effective collective bargaining agreement between Employer and a Union, provided retiree health benefits were the subject of good faith bargaining.

2.6 Compensation

“Compensation” has the same meaning as under the Defined Contribution Plan, and the definition of the term “Compensation” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.7 Date of Employment

“Date of Employment” means the date on which an Employee performs his first Hour of Service for Employer. For this purpose the term “Hour of Service” has the same meaning as under the Defined Contribution Plan and the definition of “Hour of Service” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.8 Employee

“Employee” means any person who is on Employer’s payroll and is treated by Employer for tax purposes as Employer’s common law employee.

2.9 Employer

“Employer” has the same meaning as under the Defined Contribution Plan and the definition of the term “Employer” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.10 Participant

“Participant” means an Employee or former Employee who has met the requirements for participation in the PEHP and who is eligible to receive benefits under the terms of the PEHP.

2.11 PEHP

“PEHP” means the City of Wyoming Post Employment Health Plan.

2.12 PEHP Trust Fund

“PEHP Trust Fund” means the Post Employment Health Plan Trust which is described in Separate PEHP Documentation.

2.13 Plan Year

“Plan Year” means the 12-consecutive-month period beginning July 1 and ending on the following June 30.

2.14 Separate PEHP Documentation

“Separate PEHP Documentation” means the agreement(s) the City has adopted with the Benefit Administrator to provide the funding vehicle(s) in which contributions to the PEHP are invested and which govern the terms and conditions under which Participants may receive benefits from the PEHP.

2.15 Union

“Union” has the same meaning as under the Defined Contribution Plan and the definition of the term “Union” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

Article 3

Establishment of Post Employment Health Plan Trust Fund

The PEHP Trust Fund was established with the Benefit Administrator for the purpose of holding and investing Employer contributions to the PEHP. The provisions of the PEHP Trust Fund are set forth in Separate PEHP Documentation.

Article 4

Eligibility

An Employee shall be eligible to participate in the PEHP as provided in this Article.

4.1 Administrative and Supervisory Benefit Group and Administrative Contract Benefit Group

An Employee who is a member of the Administrative and Supervisory Benefit Group or the Administrative Contract Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after July 2, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was in July 2006 and who was classified as a senior accountant on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

(c) Each Employee whose initial Date of Employment was in January 2005 and who was classified as a recreation programmer I on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Administrative and Supervisory Benefit Group or the Administrative Contract Benefit Group who is not described in subsection (a), (b) or (c) is ineligible to participate in the PEHP.

4.2 Police Nonsupervisory Benefit Group

An Employee who is a member of the Police Nonsupervisory Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after September 4, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was in December 2005 and who was classified as a police officer became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Police Nonsupervisory Benefit Group who is not described in subsection (a) or (b) is ineligible to participate in the PEHP.

4.3 Police ECO Benefit Group

An Employee who is a member of the Police ECO Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after November 5, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was between October 1, 2006, and January 31, 2007, who was classified as an ECO, on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Police ECO Benefit Group who is not described in subsection (a) or (b) is ineligible to participate in the PEHP.

4.4 Police Command Benefit Group

An Employee who is a member of the Police Command Benefit Group whose initial Date of Employment is on or after July 1, 2008, shall become a Participant in the PEHP on the Employee's Date of Employment. All other members of the Police Command Benefit Group are ineligible to participate in the PEHP.

4.5 General Benefit Group

An Employee who is a member of the General Benefit Group whose initial Date of Employment is on or after July 1, 2009, shall become a Participant in the PEHP on his Date of Employment. All other members of the General Benefit Group are ineligible to participate in the PEHP.

4.6 Fire Benefit Group

An Employee who is a member of the Fire Benefit Group whose initial Date of Employment is on or after October 1, 2009, shall become a Participant in the PEHP on his Date of Employment. All other members of the Fire Benefit Group are ineligible to participate in the PEHP.

Article 5

Contributions

5.1 Bi-Weekly Employer Contributions

For each Plan Year Employer shall make a contribution to the PEHP Trust Fund on behalf of each Participant on a bi-weekly, payroll period basis. The amount of the bi-weekly contribution for a Plan Year shall be determined as follows:

(a) **Administrative and Supervisory Benefit Group** For each Participant who is a member of the Administrative and Supervisory Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Administrative and Supervisory Benefit Group, which is incorporated into this document by reference.

(b) **Administrative Contract Benefit Group** For each Participant who is a member of the Administrative Contract Benefit Group, the amount of the bi-weekly contribution shall be equal to 4% of the average wages of all members of the Administrative Contract Benefit Group.

(c) **Police Nonsupervisory Benefit Group** For each Participant who is a member of the Police Nonsupervisory Benefit Group, the amount of the bi-weekly contribution shall be equal to the amount set forth in the Collective Bargaining Agreement for the Police Nonsupervisory Benefit Group, which is incorporated into this document by reference.

(d) **Police ECO Benefit Group** For each Participant who is a member of the Police ECO Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Police ECO Benefit Group, which is incorporated into this document by reference.

(e) **Police Command Benefit Group** For each Participant who is a member of the Police Command Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Police Command Benefit Group, which is incorporated into this document by reference.

(f) **General Benefit Group** For each Participant who is a member of the General Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the General Benefit Group, which is incorporated into this document by reference.

(g) **Fire Benefit Group** For each Participant who is a member of the Fire Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Fire Benefit Group, which is incorporated into this document by reference.

5.2 Initial Contribution for Certain Employees

The City shall make a one-time initial contribution to the PEHP Trust Fund for each Employee who becomes a Participant in the PEHP as of July 1, 2008, under Section 4.1(b), 4.1(c), 4.2(b) and 4.3(b). The amount of the initial contribution shall be equal to 4% of the Employee's Compensation during the 2004, 2005, 2006 and 2007 Calendar Years, if any, plus hypothetical investment earnings equal to 4% per year. Hypothetical investment earnings shall be calculated as if the initial contribution had been made in four installments as of June 30, 2005, June 30, 2006, June 30, 2007 and June 30, 2008, based on the Employee's Compensation earned during the immediately prior Calendar Year.

5.3 Vesting

Participants shall always be 100% vested in contributions made to the PEHP on their behalf.

Article 6

Payment of Benefits

A Participant is eligible to receive benefits from the PEHP to reimburse certain qualifying medical expenses incurred by the Participant or his eligible dependents after the Participant terminates employment with Employer. The specific benefit provisions are set forth in the Separate PEHP Documentation.

Article 7

Amendment and Termination

The City reserves the right to amend the PEHP at any time, to the extent permitted by any applicable Collective Bargaining Agreement.

Employer reserves the right to cease contributions to the PEHP at any time, to the extent permitted by any applicable Collective Bargaining Agreement. If Employer ceases all contributions to the PEHP, the Separate PEHP Documentation shall control payment of benefits until all contributions made for eligible Employees are exhausted.

Article 8

Miscellaneous Provisions

8.1 Construction

Words used in the masculine shall apply to the feminine where applicable. Wherever the context of the PEHP dictates, the plural shall be read as the singular and the singular as the plural.

8.2 Governing Law

To the extent that Michigan law has not been preempted by federal law, the provisions in the PEHP shall be governed by the laws of the state of Michigan.

Signature

The City has signed the City of Wyoming Post Employment Health Plan this
_____ day of _____, 2016.

CITY OF WYOMING

By _____

Its _____

CITY OF WYOMING

POST EMPLOYMENT HEALTH PLAN

(Restated effective as of July 1, ~~2011~~2016)

Prepared by:
Miller Johnson
250 Monroe Avenue, N.W., Suite 800
P.O. Box 306
Grand Rapids, MI 49501-0306
(616) 831-1700

CITY OF WYOMING
POST EMPLOYMENT HEALTH PLAN

Article 1

Establishment of the Post Employment Health Plan

1.1 This Document

The City of Wyoming established the City of Wyoming Post Employment Health Plan ("PEHP") to provide a funding vehicle for retiree health benefits. This document sets forth the terms and conditions under which Employer will make contributions to the PEHP Trust Fund on behalf of eligible Employees.

The City has entered into an agreement with a Benefit Administrator to provide the funding vehicle(s) in which contributions to the PEHP are invested. That agreement also governs the terms and conditions under which Participants may receive benefits from the PEHP.

This document and the agreement with the Benefit Administrator, together constitute the PEHP document.

1.2 Effective Date

This document governs the terms and conditions under which the City will make contributions to the PEHP as of July 1, ~~2011~~2016.

1.3 Effect on Retiree Medical Coverage

An Employee or former Employee who is a Participant in the PEHP ~~shall be and is~~ eligible for Employer-provided retiree medical coverage as set forth in the City of Wyoming Retiree Medical Trust and Benefit Policy, ~~but~~ shall be required to pay 100% of the cost of that coverage.

Article 2

Definitions

The following terms and phrases, when used in the PEHP, shall have the meaning ascribed to them in this Article, except where the context clearly indicates a different meaning. All references to specific Articles or Sections shall refer to Articles or Sections of this document unless otherwise stated.

2.1 Benefit Administrator

“Benefit Administrator” means the entity that provides the funding vehicle(s) in which contributions to the PEHP are invested and which provides administrative services with respect to the PEHP.

2.2 Benefit Group

“Benefit Group” has the same meaning as under the Defined Contribution Plan, and the definition of the term “Benefit Group” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.3 Calendar Year

“Calendar Year” means the 12-consecutive-month period beginning on January 1 and ending on the following December 31.

2.4 City

“City” means the City of Wyoming, Michigan.

2.5 Collective Bargaining Agreement

“Collective Bargaining Agreement” means the currently effective collective bargaining agreement between Employer and a Union, provided retiree health benefits were the subject of good faith bargaining.

2.6 Compensation

“Compensation” has the same meaning as under the Defined Contribution Plan, and the definition of the term “Compensation” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.7 Date of Employment

“Date of Employment” means the date on which an Employee performs his first Hour of Service for Employer. For this purpose the term “Hour of Service” has the same meaning as under the Defined Contribution Plan and the definition of “Hour of Service” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.8 Employee

“Employee” means any person who is an Employer’s payroll and is treated by Employer for tax purposes as Employer’s common law employee of Employer.

2.9 Employer

“Employer” has the same meaning as under the Defined Contribution Plan and the definition of the term “Employer” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.10 Participant

“Participant” means an Employee or former Employee who has met the requirements for participation in the PEHP and who is eligible to receive benefits under the terms of the PEHP.

2.11 PEHP

“PEHP” means the City of Wyoming Post Employment Health Plan.

2.12 PEHP Trust Fund

“PEHP Trust Fund” means the Post Employment Health Plan Trust which is described in ~~a separate trust document~~ Separate PEHP Documentation.

2.13 Plan Year

“Plan Year” means the 12-consecutive-month period beginning July 1 and ending on the following June 30.

2.14 Separate PEHP Documentation

“Separate PEHP Documentation” means the agreement(s) the City has adopted with the Benefit Administrator to provide the funding vehicle(s) in which contributions to the PEHP are invested and which govern the terms and conditions under which Participants may receive benefits from the PEHP.

2.15 Union

“Union” has the same meaning as under the Defined Contribution Plan and the definition of the term “Union” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

Article 3

Establishment of Post Employment Health Plan Trust Fund

The ~~City PEHP Trust Fund was established the PEHP Trust Fund~~ with the Benefit Administrator for the purpose of holding and investing Employer contributions to the PEHP. The provisions of the PEHP Trust Fund are set forth in ~~a separate document~~ Separate PEHP Documentation.

Article 4

Eligibility

An Employee shall be eligible to participate in the PEHP as provided in this Article.

4.1 Administrative and Supervisory Benefit Group and Administrative Contract Benefit Group

An Employee who is a member of the Administrative and Supervisory Benefit Group or the Administrative Contract Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after July 2, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was in July 2006 and who was classified as a senior accountant on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

(c) Each Employee whose initial Date of Employment was in January 2005 and who was classified as a recreation programmer I on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Administrative and Supervisory Benefit Group or the Administrative Contract Benefit Group who is not described in subsection (a), (b) or (c) is ineligible to participate in the PEHP.

4.2 Police Nonsupervisory Benefit Group

An Employee who is a member of the Police Nonsupervisory Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after September 4, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was in December 2005 and who was classified as a police officer became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Police Nonsupervisory Benefit Group who is not described in subsection (a) or (b) is ineligible to participate in the PEHP.

4.3 Police ECO Benefit Group

An Employee who is a member of the Police ECO Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after November 5, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was between October 1, 2006, and January 31, 2007, who was classified as an ECO, on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Police ECO Benefit Group who is not described in subsection (a) or (b) is ineligible to participate in the PEHP.

4.4 Police Command Benefit Group

An Employee who is a member of the Police Command Benefit Group whose initial Date of Employment is on or after July 1, 2008, shall become a Participant in the PEHP on the Employee's Date of Employment. All other members of the Police Command Benefit Group are ineligible to participate in the PEHP.

4.5 General Benefit Group

An Employee who is a member of the General Benefit Group whose initial Date of Employment is on or after July 1, 2009, shall become a Participant in the PEHP on his Date of Employment. All other members of the General Benefit Group are ineligible to participate in the PEHP.

4.6 Fire Benefit Group

An Employee who is a member of the Fire Benefit Group whose initial Date of Employment is on or after October 1, 2009, shall become a Participant in the PEHP on his Date of Employment. All other members of the Fire Benefit Group are ineligible to participate in the PEHP.

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Contributions

5.1 Bi-Weekly Employer Contributions

For each Plan Year Employer shall make a contribution to the PEHP Trust Fund on behalf of each Participant on a bi-weekly, payroll period basis. The amount of the bi-weekly contribution for a Plan Year shall be determined as follows:

(a) **Administrative and Supervisory Benefit Group** For each Participant who is a member of the Administrative and Supervisory Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Administrative and Supervisory Benefit Group, which is incorporated into this document by reference.

(b) **Administrative Contract Benefit Group** For each Participant who is a member of the Administrative Contract Benefit Group, the amount of the bi-weekly contribution shall be equal to ~~the contribution made for Participants in the PEHP who are~~ 4% of the average wages of all members of the Administrative and Supervisory Contract Benefit Group.

(c) **Police Nonsupervisory Benefit Group** For each Participant who is a member of the Police Nonsupervisory Benefit Group, the amount of the bi-weekly contribution shall be equal to the amount set forth in the Collective Bargaining Agreement for the Police Nonsupervisory Benefit Group, which is incorporated into this document by reference.

(d) **Police ECO Benefit Group** For each Participant who is a member of the Police ECO Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Police ECO Benefit Group, which is incorporated into this document by reference.

(e) **Police Command Benefit Group** For each Participant who is a member of the Police Command Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Police Command Benefit Group, which is incorporated into this document by reference.

(f) **General Benefit Group** For each Participant who is a member of the General Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the General Benefit Group, which is incorporated into this document by reference.

(g) **Fire Benefit Group** For each Participant who is a member of the Fire Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Fire Benefit Group, which is incorporated into this document by reference.

5.2 Initial Contribution for Certain Employees

The City shall make a one-time initial contribution to the PEHP Trust Fund for each Employee who becomes a Participant in the PEHP as of July 1, 2008, under Section 4.1(b), 4.1(c), 4.2(b) and 4.3(b). The amount of the initial contribution shall be equal to 4% of the Employee's Compensation during the 2004, 2005, 2006 and 2007 Calendar Years, if any, plus hypothetical investment earnings equal to 4% per year. Hypothetical investment earnings shall be calculated as if the initial contribution had been made in four installments as of June 30, 2005,

June 30, 2006, June 30, 2007 and June 30, 2008, based on the Employee's Compensation earned during the immediately prior Calendar Year.

5.3 Vesting

Participants shall always be 100% vested in contributions made to the PEHP on their behalf.

Article 6

Payment of Benefits

A Participant is eligible to receive benefits from the PEHP to reimburse certain qualifying medical expenses incurred by the Participant or his eligible dependents after the Participant terminates employment with Employer. The specific benefit provisions are set forth in the Separate PEHP Documentation.

Article 7

Amendment and Termination

The City reserves the right to amend the PEHP at any time, to the extent permitted by any applicable Collective Bargaining Agreement.

Employer reserves the right to cease contributions to the PEHP at any time, to the extent permitted by any applicable Collective Bargaining Agreement. If Employer ceases all contributions to the PEHP, the Separate PEHP Documentation shall control payment of benefits until all contributions made for eligible Employees are exhausted.

Article 8

Miscellaneous Provisions

8.1 Construction

Words used in the masculine shall apply to the feminine where applicable. Wherever the context of the PEHP dictates, the plural shall be read as the singular and the singular as the plural.

8.2 Governing Law

To the extent that Michigan law has not been preempted by federal law, the provisions in the PEHP shall be governed by the laws of the state of Michigan.

Signature

The City has signed the City of Wyoming Post Employment Health Plan this

_____ day of _____, ~~2011~~2016.

CITY OF WYOMING

By _____

Its _____

**CITY OF WYOMING RETIREMENT SYSTEM BOARD OF TRUSTEES
BY-LAWS**

1. AUTHORITY

These By-Laws are adopted by the City of Wyoming Retirement System Board of Trustees (hereinafter referred to as the Board) pursuant to Article 14 of the City of Wyoming Defined Benefit Plan as amended and as approved by City Council, to establish and document the membership and operating rules for the Board. The Board shall have authority to invest assets of the City of Wyoming Defined Benefit Plan, the City of Wyoming Defined Contribution Plan, the City of Wyoming Retiree Medical Trust and Benefit Policy, the City of Wyoming Post-Employment Health Plan and the City of Wyoming Code Section 457(b) Plan (collectively the "Plans"). The Board shall also have the authority to administer the Defined Benefit Plan, the Defined Contribution Plan and the Code Section 457(b) Plan. The Board does not have the authority to administer the Retiree Medical Coverage as that is the sole responsibility of the City. The Board shall exercise its authority in accordance with this document and the respective plans until the City removes the Board or reduces its authority as set forth in the respective plan.

2. MEMBERSHIP

2.1. Voting Membership. See Section 14.1 of the Defined Benefit Plan.

2.2. Term of Office; Vacancy. See Section 14.2 of the Defined Benefit Plan.

2.3. Election.

1. Nominations. Nominations shall be solicited by the secretary of the Board from the appropriate bargaining unit president at least three months before the expiration of the candidate's term. Nominations shall be collected by the secretary of the Board, who shall prepare and distribute ballots to relevant City departments for circulation to appropriate bargaining unit members.

2. Voting. Voting shall occur at least one month prior to the expiration of the candidate's term. Members must return their ballots to the City of Wyoming Clerk's office for tabulation. The secretary of the Board shall disseminate the election results to the Board and appropriate bargaining unit in a timely manner.

3. OFFICERS

3.1. Selection. At its July meeting, the Board shall select from its membership a chairperson and vice-chairperson. The Board shall be staffed by a secretary and treasurer as described in Sections 14.3 of the Defined Benefit Plan.

3.2. Duties.

1. **Chairperson.** The chairperson shall preside at all meetings and shall conduct all meetings in accordance with the rules provided herein. The chairperson shall, in coordination with the secretary, be responsible for setting and reviewing the meeting agenda prior to each meeting. The chairperson shall, in coordination with the treasurer, prepare an annual budget and provide budget updates to the Board on a regular basis.
 2. **Vice-Chairperson.** The vice chairperson shall act in the capacity of the chairperson in the absence of the chairperson and shall succeed to the office of chairperson in the event of a vacancy in that office, in which case the Board shall elect a successor to the office of the vice chairperson at the earliest practicable time.
 3. **Treasurer.** The treasurer shall be Director of Finance or as designated by the person serving in this capacity. The treasurer shall be responsible for preparing various pension, OPEB reports, or associated financial reports , and shall serve as custodian of the assets of the retirement system except as to such assets as the Board may from time to time hold, as authorized by State law. The treasurer shall, in coordination with the chairperson, prepare an annual budget and provide budget updates to the Board on a regular basis.
 4. **Secretary.** The secretary shall be the Director of Human Resources or as designated by the person serving in this capacity. The secretary shall, in conjunction with the chairperson, be responsible for the meeting agenda preparation and distribution. The secretary shall be responsible for overseeing the preparation of meeting minutes; keeping of pertinent public records; delivering communications, petitions, reports, and related items of business to the Board; issuing notices of public hearings; and performing related administrative duties to assure efficient and informed Board operations.
- 3.3. **Tenure.** The officers shall take office immediately following their election. They shall hold their office for a term of one year, or until their successors are elected and assume office.
- 3.4. **Attendance at Board Meetings.** If a trustee has an excessive number of unexcused absences, the trustee may be removed as trustee in accordance with Section 38.1141 of the Michigan Public Employee Retirement System Investment Act by the majority vote of the Board of Trustees.

4. MEETINGS

- 4.1. **Meeting Notices.** All meetings shall be posted at the offices of the City of Wyoming according to the Open Meetings Act. The notice shall include the date, time and location of the meeting.

- 4.2. **Regular Meetings.** Regular meetings of the Board shall be held at least quarterly on dates established by the Board. The dates and times shall be posted and in accordance with the Open Meetings Act. Any changes in the date, time or location of regular meetings shall be posted and noticed in the same manner as originally established. When a regular meeting date falls on or near a legal holiday, the Board may select suitable alternate dates in the same month, in accordance with the Open Meetings Act.
- 4.3. **Special Meetings.** A special meeting may be called by two members of the Board upon written request to the City Manager or by the Chairperson. The business that the Board may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Open Meetings Act, and the Secretary shall notify Board members not less than 48 hours in advance of the meeting.
- 4.4. **Quorum.** In order for the Board to conduct business or take any official action, a quorum consisting of four voting members of the Board shall be present. When a quorum is not present, no official action, except for closing of the meeting, may take place. The members of the Board may discuss matters of interest, but can take no action until the next regular or special meeting.
- 4.5. **Voting.** An affirmative vote of the majority (4) of the Board shall be required for the approval of any requested action or motion placed before the Board. Voting shall ordinarily be by voice vote; provided however that a roll call vote shall be required if requested by any Board member or directed by the Chairperson. All members of the Board including the Chairperson shall vote on all matters, but the Chairperson shall vote last. Any member may be excused from voting only if that person has a bonafide conflict of interest as recognized by the majority of the remaining members of the Board. Any member abstaining from a vote shall not participate in the discussion of that item.
- 4.6. **Order of Business.** A written agenda for all meetings shall be prepared and followed. Additions to or deletions from the agenda for regular meetings may be made by a majority vote of the members present.
- 4.7. **Rules of Order.** All meetings of the Board shall be conducted in accordance with generally accepted parliamentary procedures, as governed by Robert's Rules of Orders.
- 4.8. **Conflict of Interest.** Board members shall adhere to the Ethics Policy and Professional Training and Education Policies adopted by the Board and the provisions of Michigan law relating to conflict of interest.

5. MINUTES

The Secretary of the Board shall prepare Board minutes. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording of

votes; complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, actions, and resolutions shall be attached to the minutes. The official records shall be deposited with the City Clerk at least annually.

6. OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS

- 6.1.** All meetings of the Board shall be open to the public and held in a place available to the general public. The Board may, however, go into closed session in accordance with the Open Meetings Act.
- 6.2.** All deliberations and decisions of the Board shall be made at a meeting open to the public.
- 6.3.** A person shall be permitted to address the Board under the rules established in these By-Laws.
- 6.4.** A person shall not be excluded from a meeting of the Board except for breach of the peace committed at the meeting.
- 6.5.** All records, files, publications, correspondence, and other materials available to the public for reading, copying, and other purposes are governed by the Freedom of Information Act.

7. DUTIES OF THE BOARD

7.1. All Plans.

- 1.** Receive investment reports relating to the Defined Benefit Plan and Retiree Medical Trust at least quarterly and investment reports relating to the Defined Contribution Plan, the 457(b) Plan and the Post Employment Health Trust at least annually.
- 2.** The Board has the responsibility and authority to hold, manage and control the assets of the trust fund for each Plan, with the assistance of investment managers and custodians. Because participants in the Defined Contribution Plan, the Code Section 457(b) Plan and the Post Employment Health Plan have been given the authority to direct the investment of their accounts in those Plans, the Board's investment responsibilities with respect to those Plans are limited to hiring, firing and overseeing the third party investment providers and making sure that the investment options available under the Plans are prudent, allow participants to adequately diversify the assets in their accounts and that the fees being charged to their accounts are reasonable.

The investment funds available to participants in the Post-Employment Health Plan are selected and monitored by an Advisory Committee that includes representatives of each employer and employee group with participants in the Post-Employment Health Plan. Each Board Member

shall be a member of the Advisory Committee for the Post-Employment Health Plan with respect to the employee group that elected him or her, at least while Nationwide remains the investment provider for the Post-Employment Health Plan.

3. The Board has the responsibility and authority to hire and fire third party investment managers, advisors and providers for the Plans and to pay reasonable administrative expenses out of the appropriate trust fund of a Plan.

7.2. Administration of Defined Benefit Plan and Defined Contribution Plan

1. The Board shall exercise the following duties and responsibilities:
 - * Maintain records pertaining to the Defined Benefit Plan and Defined Contribution Plan.
 - * Interpret the terms and provisions of the Defined Benefit Plan and Defined Contribution Plan.
 - * Decide all questions of eligibility for participation in the Defined Benefit Plan and Defined Contribution Plan.
 - * Decide all questions of eligibility for benefit payments and determine the amount and manner of the payment of benefits.
 - * Establish procedures by which Participants, Vested Terminated Participants and Beneficiaries may apply for benefits under the Defined Benefit Plan and Defined Contribution Plan and appeal a denial of benefits.
 - * Determine the rights under the Defined Benefit Plan and Defined Contribution Plan of any Participant, Vested Terminated Participant or Beneficiary applying for or receiving benefits.
 - * Authorize the payment of benefits to all individuals entitled to benefits under the Defined Benefit Plan and Defined Contribution Plan, and to pay the administrative expenses of the Defined Benefit Plan and Defined Contribution Plan.
 - * Administer the appeal procedure provided for in Section 14.10 of the Defined Benefit Plan and Section 9.6 of the Defined Contribution Plan.
 - * Delegate specific responsibilities for the operation and administration of the Defined Benefit Plan and Defined Contribution Plan to Employees or agents.

- * Enter into contracts with third party service providers regarding the administration of the Defined Benefit Plan or Defined Contribution Plan after review and approval of legal counsel.
- * Determine the employment status of any person providing services to Employer.
- * To the extent permitted by applicable law, take voluntary action to self-correct operational errors in the administration of the Defined Benefit Plan and Defined Contribution Plan.

2. **Standard of Care.** The Board shall administer the Defined Benefit Plan and Defined Contribution Plan in accordance with the terms of the Defined Benefit Plan, the Defined Contribution Plan and the Ethics Policy maintained by the Board.

See Sections 14.8 to 15.4 of the Defined Benefit Plan and Sections 9.4 and 9.5 of the Defined Contribution Plan.

8. AMENDMENTS

These By-Laws may be amended by the Board during any regular or special meeting, provided that all members have received a copy of the proposed amendment at least 3 days prior to the meeting at which such amendment is to be considered. However, no amendment shall become effective until it has been approved by City Council.

Adopted: At a meeting of the City of Wyoming Retirement System Board of Trustees on

_____, _____.

available under the Plans are prudent, allow participants to adequately diversify the assets in their accounts and that the fees being charged to their accounts are reasonable.

The investment funds available to participants in the Post-Employment Health Plan are selected and monitored by an Advisory Committee that includes representatives of each employer and employee group with participants in the Post-Employment Health Plan. Each Board Member shall be a member of the Advisory Committee for the Post-Employment Health Plan with respect to the employee group that elected him or her, at least while Nationwide remains the investment provider for the Post-Employment Health Plan.

3. The Board has the responsibility and authority to hire and fire third party investment managers, advisors and providers for the Plans and to pay reasonable administrative expenses out of the appropriate trust fund of a Plan.

7.2. Administration of Defined Benefit Plan and Defined Contribution Plan

1. The Board shall exercise the following duties and responsibilities:
 - * Maintain records pertaining to the Defined Benefit Plan and Defined Contribution Plan.
 - * Interpret the terms and provisions of the Defined Benefit Plan and Defined Contribution Plan.
 - * Decide all questions of eligibility for participation in the Defined Benefit Plan and Defined Contribution Plan.
 - * Decide all questions of eligibility for benefit payments and determine the amount and manner of the payment of benefits.
 - * Establish procedures by which Participants, Vested Terminated Participants and Beneficiaries may apply for benefits under the Defined Benefit Plan and Defined Contribution Plan and appeal a denial of benefits.
 - * Determine the rights under the Defined Benefit Plan and Defined Contribution Plan of any Participant, Vested Terminated Participant or Beneficiary applying for or receiving benefits.
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Adopted: At a meeting of the City of Wyoming Retirement System Board of Trustees on

_____.

STAFF REPORT

Date: February 8, 2017
Subject: Robertson Wellness Program for Wyoming Police Officers
From: Lt. Kirt R. Zuiderveen
Meeting Date: February 13, 2017

RECOMMENDATION:

I respectfully recommend that the City Council authorize participation in the Robertson Wellness Program for law enforcement.

SUSTAINABILITY CRITERIA:

Environmental Responsibility – This criterion is not significantly impacted by this decision.

Social Equity – This agreement confirms the Wyoming Department of Public Safety's commitment to provide the best possible service to those who live, work, and visit The City of Wyoming.

Economic Strength – This criterion is not significantly impacted by this decision.

DISCUSSION (including QUALITY SERVICE IMPACT):

Participation in The Robertson Wellness Program, which has been pilot tested by both Grand Rapids Police Department and the Kent County Sheriff's Department, is a multi-faceted approach to overall psychological and physiological health. We believe that it is important that each of our law enforcement employees maintain a reasonable level of physical fitness and overall wellness. This program will enhance each participating employee with a greater ability to accomplish the essential job functions within their job description while reducing risk of injury and illness. In many occupations, the daily level of physical exertion is predictable. However, public safety is not one of them. Law enforcement personnel may operate at a minimal level of physical exertion for extended periods and suddenly be called upon to exert a maximum amount of physical and emotional energy. Consequently, it is incumbent upon each employee to ensure that they are physically fit and able to endure both physical and mental stress, as lives, including their own, can depend on it. The Robertson Wellness Program will develop, enhance and maintain a satisfactory level of overall personal wellness. While all components in the program are voluntary, the department strongly supports participation by all personnel over time.

Law Enforcement Training Program - Phase 1

Robertson Research Institute will launch its Op5 Health and Wellness Training Program in two phases over twelve months. The first phase is twelve weeks and includes a combination of workshops, assessments, and a one on one with a Robertson Behavioral Medicine Specialist. In phase one; Robertson Research Institute will work with officers in various training workshops

and one on one meeting to educate them on brain health. The brain is the hard drive of our life. Officer brain chemistry make up is the foundation of who they are and the decisions that they make but you can alter it. Robertson Research Institute will work with each officer to teach them on how to alter their brain chemistry for optimal health, performance and relationships.

Specifically, each officer will complete Robertson's brain chemistry assessment (PEP) and receive personalized recommendations to optimize their brain chemistry. The results are based upon an individual's unique brain chemistry, personal and family health history, potential health risks, and behaviors. Robertson Research Institute behavioral medicine specialists will work with each officer based upon their results. Upon completion of phase one Robertson Research Institute will evaluate progress of each officer in implementing techniques and changes in their health, performance and relationships based upon data received in the first two weeks. This data will be accumulated, de-identified, to show the success of phase one. This data also sets in place the details for phase two.

Law Enforcement Training Program - Phase 2

The second phase is nine months and includes a combination of workshops, assessments, and a one on ones with a Robertson Behavioral Medicine Specialist. In phase two, Robertson Research Institute will use the data accumulated in phase one to create a personalized program for each officer and for the group as a whole. Correction Officers will be managed as a separate group within this phase as we expect based upon our pilot outcomes that their unique data set will drive a distinct group program.

Specifically, Robertson Research Institute will conduct training workshops and one on one's. In addition, each officer will receive a training workbook that will guide them through their individual nine month program with their Robertson Specialist. Each officer will take an assessment at six months and twelve months to determine progress of the officer in implementing techniques and changes in their health, performance and relationships. Overall, specific goals and metrics of this phase will be determined based upon the data set of phase one.

This program offered by Robertson Wellness comes highly recommended by officers from these agencies who have participated in it. In fact, we are working in collaboration with the KCSO during these two upcoming phases by utilizing their facility and by participating in joint training sessions with their deputies. To our knowledge, this not-for-profit program is unique to any other offered in this area and, therefore, is a sole source provider.

BUDGET IMPACT:

The necessary funds (\$10,000) are available for this expenditure in the Police Department Training account (#101.305.32000.860.000).

If approved, we recommend that this proposal be placed on the agenda for the next City Council Meeting which is scheduled for February 20, 2017.

Robertson Research Institute
P.O. Box 140274
Grand Rapids, MI 49514



INVOICE NO. 5658676

2.3.2017

BILL TO

SHIP TO

INSTRUCTIONS

Wyoming Police Department
cc carmodyj@wyomingmi.gov
cc KosterK@wyomingmi.gov

N/A

Please send payment address above

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
20	Op5 1 Year Program	\$500.00	\$10,000.00

SUBTOTAL	\$10,000.00
SALES TAX	\$0.0
SHIPPING & HANDLING	\$0.0
TOTAL DUE	\$10,000.00
TOTAL DUE (50%) 3.28.2017	\$5,000.00
TOTAL DUE (50%) 5.31.2017	\$5,000.00

Thank you!

Interdepartmental Correspondence

TO: Curtis Holt – City Manager

FROM: Chief James E. Carmody

DATE: February 2, 2017

SUBJECT: Bicycle Passing Laws



Public Safety
Administration

BACKGROUND

As directed, I have done some preliminary research on laws that govern the safe passing of bicyclist by motorists within in a specific distance. I received a copy of the Grand Rapids ordinance (Attachment-1) which requires a minimum of five (5) feet between the motorist and the cyclist. However, that distance exceeds the average passing distance of other State laws, across the country, by two (2) feet.

Following the June 7, 2016 tragedy in Kalamazoo, a bill was introduced in the State Senate that would require Michigan motorists to pass cyclists at a distance of at least five (5) feet and an additional bill was introduced that required a minimum number of hours on bicycle (and motorcycle) awareness and safety in all future drivers education classes. Although the legislation passed the Senate Judiciary Committee and passed in the full Senate with overwhelming support, the legislation was never given a vote in the Michigan House and subsequently expired at the end of the 2015-2016 legislative sessions.

While Michigan failed to pass laws to protect cyclists, some local governments were motivated to take matters into their own hands and pass local ordinances. Following the Kalamazoo tragedy, numerous cities in Southwest Michigan passed similar bicycle safety laws, including Kalamazoo, Portage, and Battle Creek. Most recently, Ann Arbor adopted a five foot passing ordinance. And in 2015, long before the tragic events in Kalamazoo, the City of Grand Rapids passed a five foot passing ordinance in their efforts to make Grand Rapids a bicycle friendly city.

Currently, Michigan is now one of only eight (8) states without a safe passing law. Of the remaining 42 states with safe passing laws, 27 require a minimum of a three (3) foot safe passing zone, while the other 15 states have a variety of laws that require anywhere from a two (2) zone to a five (5) foot safe passing zone. There is no question a uniform statewide safe passing law and other laws are required to improve the safety of Michigan cyclists, but until then it seems it is every City for itself.

CONCERNS

Obviously the greatest concern from a law enforcement perspective is the viability of consistent enforcement, and the practicality of who decides what is a three (3) foot margin or a five (5) margin. Size and distance has always been subject to challenge in any courtroom situation and is always going to be held to the standard of subjectivity.

HONOR - COURAGE - DUTY - TRUST

Some departments have used police officers on bicycles to ride in civilian attire and then call out to uniform cars up ahead when they believe that they have a violation, but that type of enforcement is labor intensive.

The other contributing factors in determining if there are legitimate violations are based upon the behavior and riding skills of the bicyclist. Assuming that the bicyclist is riding in a steady straight line all the time (which is impossible), the measurement of a proper zone of safety is conducted through "eye-balling" the gap and guess-timing the distance; certainly a subjective process to say the least. Courts tend to believe in absolutes rather than estimates and approximations.

RECOMMENDATIONS

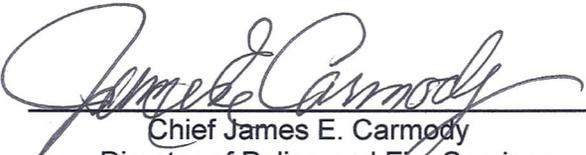
In the absence of any City ordinances, I believe that we should establish some local expectations when it comes to bicycle riders and the motorized public. However, such an ordinance should be all encompassing when it comes to the expectations of both the cyclists and the motorists. Our existing City ordinances do not address the operations of bicycles in the City. The only applicable laws governing the operation of a bicyclist is through the State laws for which we adopted many years ago.

If we move forward on establishing an ordinance, then my recommendations would be to create an ordinance that is all encompassing for both the motorist and the bicyclist. That gives the public and law enforcement one (1) source to attend to when it does come down to education, prevention and enforcement efforts. I think also believe that we should act sooner than later, given the fact that we are considering expanding our bike lane applications on local streets.

Listed below are some of the areas that we should include in the ordinance:

- A three (3) foot safe passing zone. (Five (5) foot seems to create more of a traffic hazard for motorists.)
- Address the riders requirements of complying with basic traffic laws
- Define how designated bicycle lanes are to be used.
- Lighting after dark requirements
- Sidewalk usage
- Education and prevention efforts

Let me know if you have any questions. I will continue with my research on how other communities are addressing these issues.


Chief James E. Carmody
Director of Police and Fire Services

HONOR - COURAGE - DUTY - TRUST

(4) Except on one-way roadways, or when passing other vehicles, all vehicles shall be driven upon the right half of the roadway, and all slow moving vehicles shall be driven as closely as possible to the right-hand curb of such roadway.

(5) Notwithstanding the general provisions of subsections (1), (3) and (4) hereof, the operator of a vehicle may overtake, and allowing sufficient clearance, pass another vehicle proceeding in the same direction either upon the left or upon the right of a roadway with unobstructed pavement of sufficient width whenever such roadway has been divided and marked into four (4) or more adjacent lanes for moving traffic, or whenever traffic is moving in two (2) or more substantially continuous lines in the same direction, or on any roadway sign-posted therefor, provided such movement can be made in safety.

(6) No person shall drive off the pavement in overtaking or passing on the right.

(7) A vehicle shall be driven as nearly as possible entirely within a single lane or line of traffic and shall not be moved from such lane or line until such movement can be made with safety.

(8) The driver of a motor vehicle overtaking a bicyclist proceeding in the same direction shall allow the bicyclist at least a five-foot separation between the right side of the driver's vehicle, including all mirrors or other projections, and the left side of the bicyclist at all times.

(Ord. No. 79-48, 7-24-79; Ord. No. 2000-01, § 2, 1-4-00; Ord. No. 2015-52, § 2, 9-22-15)

Sec. 10.26. Interference with Driver.

- (1) No operator or a vehicle shall embrace, or be embraced by, another person while his or her vehicle is in motion.
- (2) No person shall operate a vehicle while it is so crowded with objects or persons as to impede the control of the vehicle, and at no time shall there be more than three (3) persons over twelve (12) years of age in the front seat of a vehicle, including the operator thereof.

Sec. 10.27. Permitting Others to Violate Prohibited.

No person shall knowingly authorize or permit a motor vehicle owned by him or her or under his or her control to be driven by any person in violation of any provisions of this Chapter.

Sec. 10.28. Standing in a Roadway.

No person shall stand in the traveled portion of any roadway, except to avoid contact with vehicles lawfully on the roadway.

Carmody, James

From: Snyder,Kip
Sent: Friday, January 27, 2017 2:18 PM
To: Carmody, James; Koster, Kim
Subject: Emailing: Michigan Legislature - Section 257.662



MICHIGAN LEGISLATURE

Michigan Compiled Laws Complete Through PA 341 and includes 343-366 and 407 of 2016

House: Adjourned until Tuesday, January 31, 2017 1:30:00 PM

Senate: Adjourned until Tuesday, January 31, 2017 10:00:00 AM

Michigan Legislature

MICHIGAN VEHICLE CODE (EXCERPT) Act 300 of 1949

257.662 Bicycle, electric personal assistive mobility device, or commercial quadricycle; equipment; violation as civil infraction.

Sec. 662.

(1) A bicycle, electric personal assistive mobility device, or commercial quadricycle being operated on a roadway between 1/2 hour after sunset and 1/2 hour before sunrise shall be equipped with a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector.

(2) A bicycle shall be equipped with a brake that enables the operator to make the braked wheels skid on dry, level, clean pavement.

(3) An electric personal assistive mobility device or commercial quadricycle shall enable the operator to bring it to a controlled stop.

(4) A person shall not sell, offer for sale, or deliver for sale in this state a bicycle or a pedal for use on a bicycle, either of which was manufactured after January 1, 1976, unless it is equipped with a type of reflex reflector located on the front and rear surfaces of the pedal. The reflector elements may be either integral with the construction of the pedal or mechanically attached, but shall be sufficiently recessed from the edge of the pedal, or of the reflector housing, to prevent contact of the reflector element with a flat surface placed in contact with the edge of the pedal. The pedal reflectors shall be visible from the front and rear of the bicycle during the nighttime from a distance of 200 feet when directly exposed to the lower beam head lamps of a motor vehicle.

(5) A person shall not sell, offer for sale, or deliver for sale in this state a bicycle manufactured after January 1, 1976 or an electric personal assistive mobility device unless it is equipped with either tires that have reflective sidewalls or with wide-angle prismatic spoke reflectors. If the bicycle or the electric personal assistive mobility device is manufactured with reflective sidewalls, the reflective portion of the sidewall shall form a continuous circle on the sidewall, and may not be removed from the tire without removal of tire material. If the bicycle is equipped with wide-angle prismatic spoke reflectors, the reflectors of the front wheel shall be essentially colorless or amber, and the reflectors on the rear wheel shall be essentially colorless or red. Reflective sidewalls or spoke reflectors shall cause the bicycle to be visible from all distances from 100 feet to 600 feet when viewed under lawful low beam motor vehicle head lamps under normal atmospheric conditions.

(6) A person who violates subsection (1) or (2) is responsible for a civil infraction.

History: 1949, Act 300, Eff. Sept. 23, 1949 ;-- Am. 1975, Act 209, Imd. Eff. Aug. 25, 1975 ;-- Am. 1978, Act 510, Eff. Aug. 1, 1979 ;-- Am. 2000, Act 131, Imd. Eff. June 1, 2000 ;-- Am. 2002, Act 494, Imd. Eff. July 3, 2002 ;-- Am. 2015, Act 126, Imd. Eff. July 15, 2015

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NATIONAL CONFERENCE of STATE LEGISLATURES

Safely Passing Bicyclists Chart

12/28/2016



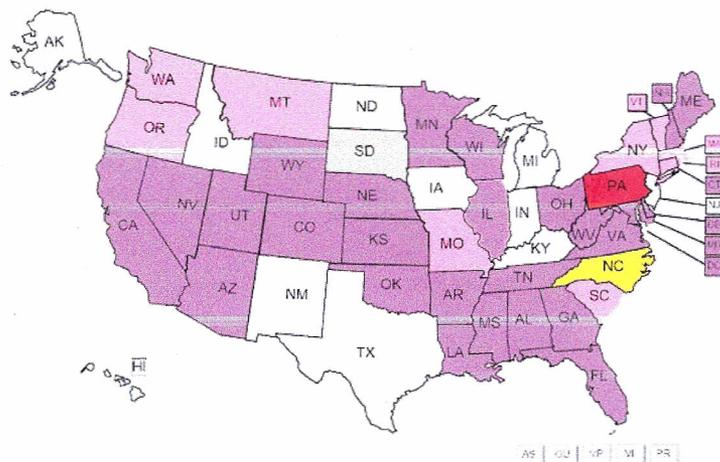
A bicycle safety policy that has gained significant interest and activity in state legislatures is 3-foot or safe passing laws. These laws seek to ensure that, when passing bicycles, motor vehicles allow adequate space to avoid sideswiping bicyclists or causing them to overcorrect to avoid a vehicle. Skeptics doubt such laws can be enforced and whether 3 feet allows sufficient space for bicyclists. In addition, many bicyclists feel that laws dictating they must ride to the far right of a lane are of more concern because they often encourage too-close passing and leave bicyclists vulnerable to being “doored” by a parked car or to encountering

roadside debris. Advocates state that these passing laws at least create a legal framework to protect bicyclists who are hit or buzzed from behind, create a less arbitrary standard and raise awareness of the importance of safe passing.

In 1973, Wisconsin became the first state to enact such a law; several more states have since enacted such measures. As of December 2016, 27 states—Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Kansas, Louisiana, Maine, Maryland, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, North Carolina, Oklahoma, Tennessee, Virginia, Utah, West Virginia, Wisconsin and Wyoming—and the District of Columbia have enacted 3-foot passing laws. North Carolina has a 2 feet passing requirement for motorists, and also allows passing in no-pass zone if a motorist leaves 4 feet clearance.

Two states have laws that go beyond a 3-foot passing law. Pennsylvania has a 4-foot passing law. South Dakota enacted a two-tiered passing law in 2015; with a three foot passing requirement on roads with posted speeds of thirty-five miles per hour or less and a minimum of six feet separation for roads with speed limits greater than thirty five miles per hour. 9 other states there are general laws that provide that motorists must pass at a “safe distance.” These laws typically state that vehicles must pass bicyclists at a safe distance and speed; Montana's law, for example, requires a motorist to “overtake and pass a person riding a bicycle only when the operator of the motor vehicle can do so safely without endangering the person riding the bicycle.

Map of States with Statutes Regarding Motorists Passing Bicyclists



LEGEND

- States with 2-foot passing law/4 feet in a no-pass zone
- States with 3-foot minimum passing distance
- States with 4-foot minimum passing distance
- States with general “safe distance” passing requirements
- States with no specific law for passing a bicyclist
- States with 3-foot when below 35 MPH/6-feet for above 35 MPH

The box allows you to conduct a full text search or use the dropdown menu option to select a state.

STATE STATUTES REGARDING MOTORISTS PASSING BICYCLISTS

States	Statute	Summary of Laws
Alabama	Ala. Code § 32-5A-82	This law defines, for purposes of a vehicle overtaking and passing a bicycle, a safe distance to mean not less than three feet on a roadway that has a marked bicycle lane or a roadway without a marked bicycle lane if the roadway has a marked speed limit of 45 miles per hour or less and the roadway does not have a double yellow line separating cars from oncoming traffic indicating a no passing zone. This shall or apply when a cyclist is riding within two feet of the right shoulder of the roadway.
Alaska	None	
Arizona	A.R.S. § 28-735	Exercise due care by leaving a safe distance between the motor vehicle and the bicycle of not less than three (3) feet until the motor vehicle is safely past the overtaken bicycle.
Arkansas	A.C.A. § 27-51-311	Exercise due care and pass to the left at a safe distance of not less than three (3) feet and shall not again drive to the right side of the roadway until safely clear of the overtaken bicycle.
California	Cal Veh. Code § 21760	A driver of a motor vehicle shall not overtake or pass a bicycle proceeding in the same direction on a highway at a distance of less than three feet between any part of the motor vehicle and any part of the bicycle or its operator. The driver of a motor vehicle overtaking or passing a bicycle shall do so at a safe distance that does not interfere with the safe operation of the overtaken bicycle, having due regard for the size and speed of the motor vehicle and the bicycle, traffic conditions, weather, visibility, and the surface and width of the highway.
Colorado	C.R.S. 42-4-1002	Allow the bicyclist at least a three (3) foot separation between the right side of the driver's vehicle, including all mirrors or other projections, and the left side of the bicyclist at all times.

Connecticut	Conn. Gen. Stat. § 14-232	A "safe distance" means not less than three (3) feet when the driver of a vehicle overtakes and passes a person riding a bicycle .
Delaware	21 Del. C. § 4116	Proceed with caution and reduce the speed of the vehicle to a safe speed and leave a reasonable and prudent distance by providing a minimum of three (3) feet of clearance while passing such bicyclist.
District of Columbia	Rule 18-2202.10	Exercise due care by leaving a safe distance, but in no case less than three (3) feet, when overtaking and passing a bicycle.
Florida	Fla. Stat. § 316.083	Must pass the bicycle or other nonmotorized vehicle at a safe distance of not less than three (3) feet between the vehicle and the bicycle or other nonmotorized vehicle.
Georgia	O.C.G.A. § 40-6-56	Leave a safe distance between such vehicle and the bicycle and shall maintain such clearance until safely past the overtaken bicycle. The term "safe distance" means not less than three (3) feet .
Guam	None	
Hawaii	None	
Idaho	None	
Illinois	625 ILCS 5/11-703	Leave a safe distance, but not less than three (3) feet, when passing the bicycle or individual and shall maintain that distance until safely past the overtaken bicycle or individual.
Indiana	None	
Iowa	None	
Kansas	K.S.A. § 8-1516	Pass to the left at a distance of not less than three (3) feet and do not drive to the right side of the roadway until the vehicle is safely clear of the overtaken bicycle.
Kentucky	None	
Louisiana	La. R.S. 32:76.1	Pass with not less than three (3) feet and maintain such clearance until safely past the overtaken bicycle.
Maine	29-A M.R.S. § 2070	Pass with a distance between the motor vehicle and the bicycle of not less than three (3) feet.
Maryland	Md. TRANSPORTATION Code Ann. § 21-1209	Must pass safely at a distance of not less than three (3) feet.

Massachusetts	ALM GL ch. 89, § 2	If it is not possible to overtake a bicycle or other vehicle at a safe distance in the same lane, the overtaking vehicle shall use all or part an adjacent lane if it is safe to do so or wait for a safe opportunity to overtake.
Michigan	None	
Minnesota	Minn. Stat. § 169.18	Leave a safe distance, but in no case less than three (3) feet clearance, when passing a bicycle or individual and maintain clearan until safely past the overtaken bicycle or individual.
Mississippi	Miss. Code Ann. § 63-3-1309	Leave a safe distance of not less than three (3) feet between the vehicle and the bicyclist and maintain such clearance until safely pas the bicycle.
Missouri	§ 300.411 R.S.Mo	Leave a safe distance when passing the bicycle, and maintain clearance until safely past the overtaken bicycle.
Montana	Mont. Code Anno., § 61-8-320	Overtake and pass a person riding a bicycle only when the operator of the motor vehicle can do so safely without endangering the person riding the bicycle.
Nebraska	Neb. Rev. Stat. 60-6, 133	The driver of a vehicle overtaking a bicycle or electric personal assistive mobility device proceeding in the same direction shall exercise due care, which shall include, but not be limited to, leaving a safe distance of no less than three feet clearance, when applicable, when passing a bicycle or electric personal assistive mobility device and shall maintain such clearance until safely past the overtaken bicycle or electric personal assistive mobility device.
Nevada	Nev. Rev. Stat. Ann. § 484B.270	Must pass to the left with no less than three (3) feet between any portion of the vehicle and the bicycle.
New Hampshire	RSA 265:143-a	Leave a reasonable and prudent distance between the vehicle and the bicycle. The distance shall be presumed to be reasonable and prudent if it is at least three (3) feet when the vehicle is traveling at 30 miles per hour or less, with one additional foot of clearance required for every five miles per hour above 30 miles per hour.
New Jersey	None	
New Mexico	None	
New York	NY CLS Veh. & Tr. § 1122-a	The operator of a vehicle overtaking, from behind, a bicycle proceeding on the same side of a roadway shall pass to the left of such bicycle a safe distance until safely clear thereof.
North Carolina	N.C. Gen Stat. § 20-149 and 20-150	The driver of any such vehicle overtaking another vehicle proceeding the same direction shall pass at least two feet to the left thereof, and

		shall not again drive to the right side of the highway until safely clear such overtaken vehicle. In a no-pass zone, a motorist may pass a bicyclist if (1) The slower moving vehicle to be passed is a bicycle or moped. (2) The slower moving vehicle is proceeding in the same direction as the faster moving vehicle. (3) The driver of the faster moving vehicle either (i) provides a minimum of four feet between the faster moving vehicle and the slower moving vehicle or (ii) completely enters the left lane of the highway. (4) The operator of the slower moving vehicle is not (i) making a left turn or (ii) signaling to communicate a left turn. (5) The driver of the faster moving vehicle complies with all other applicable requirements.
North Dakota	None	
Ohio	Ohio Rev. Code Ann. § 4511.27	The operator of a vehicle overtaking another vehicle shall pass to the left at a safe distance and shall not again drive to the right until safely clear of the overtaken vehicle. When a motor vehicle overtakes and passes a bicycle, three feet or greater is considered a safe passing distance.
Oklahoma	47 Okl. St. §11-1208	Pass with a safe distance between the motor vehicle and the bicycle not less than three (3) feet until the motor vehicle is safely past the overtaken bicycle.
Oregon	ORS § 811.065	A speed less than 35 mph and a "safe distance" means a distance that is sufficient to prevent contact with the person operating the bicycle if the person were to fall into the driver's lane of traffic.
Pennsylvania	75 Pa.C.S. § 3303	Pass to the left of the pedalcycle within not less than four (4) feet at a careful and prudent reduced speed.
Puerto Rico	None	
Rhode Island	R.I. Gen. Laws § 31-15-18	A speed less than 15 mph and a "safe distance" means a distance that is sufficient to prevent contact with the person operating the bicycle if the person were to fall into the driver's lane of traffic.
South Carolina	S.C. Code Ann. § 56-5-3435	A driver of a motor vehicle must at all times maintain a safe operating distance between the motor vehicle and a bicycle.
South Dakota	S.D. Codified Laws Ann. § 32-26-26.1.	A motorist overtaking a bicycle proceeding in the same direction must allow a minimum of a three foot separation between the right side of the driver's vehicle, including any mirror or other projection, and the left side of the bicycle if the posted limit is thirty-five miles per hour or less and a minimum of six feet separation if the posted limit is greater than thirty five miles per hour. A motorist overtaking a bicycle proceeding the same direction may partially cross the highway centerline between two lanes of travel in the same direction if it can be performed safely.

		The driver of the motor vehicle shall maintain that separation until safely past the overtaken bicycle.
Tennessee	Tenn. Code Ann. § 55-8-175	Leave a safe distance between the motor vehicle and the bicycle of r less than three feet (3') and shall maintain the clearance until safely past the overtaken bicycle.
Texas	None	
Utah	Utah Code Ann. § 41-6a-706.5	A motor vehicle may not knowingly, intentionally, or recklessly operat a motor vehicle within three (3) feet of a moving bicycle, unless the operator of the motor vehicle operates the motor vehicle within a reasonable and safe distance of the bicycle.
Vermont	23 V.S.A. § 1033	Exercise due care, which includes increasing clearance, to pass the vulnerable user safely.
Virginia	Va. Code Ann. § 46.2-839	A reasonable speed at least three feet to the left of the overtaken bicycle.
Washington	Wash Rev. Code § 46.61.110	The driver of a vehicle approaching a pedestrian or bicycle that is on the roadway or on the right-hand shoulder or bicycle lane of the roadway shall pass to the left at a safe distance to clearly avoid comi into contact with the pedestrian or bicyclist, and shall not again drive the right side of the roadway until safely clear of the overtaken pedestrian or bicyclist.
West Virginia	W Va. Code § 17C-7-3	The driver of a vehicle overtaking a bicycle traveling in the same direction shall pass to the left of the bicycle at a distance of not less than three feet at a careful and reduced speed, and may not again drive to the right side of the roadway until safely clear of the overtake bicycle.
Wisconsin	Wis. Stat. § 346.075	Exercise due care, leaving a safe distance, but in no case less than three (3) feet clearance when passing the bicycle and maintain clearance until safely past the overtaken bicycle.
Wyoming	Wyo. Stat. § 31-5-203	A motorist overtaking and passing a bicycle that is operating lawfully and proceeding in the same direction, must, when space allows, maintain at least a three foot separation between the right side of the driver's motor vehicle, including all mirrors and other projections from the motor vehicle, and the bicycle.

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