

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

Monday, February 8, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Community Enrichment Commission By-laws**
- 5) Analytics Project Specialist Position**
- 6) Ambulance Consortium Contract and Ordinance**
- 7) Sex Offender Registry Ordinance**
- 8) Marijuana Ordinance Revision**
- 9) Byron Township 425 Agreement**
- 10) Preliminary Budget Discussion**
- 11) Tree City USA Presentation**
- 12) Any Other Matters**
- 13) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

BY-LAWS
OF THE
COMMUNITY ENRICHMENT COMMISSION
OF THE
CITY OF WYOMING, MICHIGAN

ARTICLE I - NAME

The name of the organization is the Community Enrichment Commission.

ARTICLE II - PURPOSE

The purpose of the Community Enrichment Commission is to promote and present cultural events for the enrichment and enjoyment of the residents of the City of Wyoming.

ARTICLE III – POWERS AND DUTIES

Section 1. The Commission may request information and reports from City staff, through the City Manager, which may be deemed necessary to carry out the purposes of the organization.

Section 2. The Commission may make recommendations to City Council to further the purposes of the organization.

Section 3. The Commission may incorporate as a non-profit corporation in order to receive and expend donated monies to further the purposes of the organization.

Section 4. The Commission may enter into contracts, within the constraints of its approved budget and available funding, to further the purposes of the organization.

ARTICLE IV – FISCAL YEAR

Section 1. The fiscal year of the Community Enrichment Commission shall begin on July 1 each year and end on June 30 of the following calendar year.

 Section 2. The Chairman of the Community Enrichment Commission shall submit an annual report of organization's activities to the City Council for the prior fiscal year no later than September 30 each year.

✱ Section 3. A budget for the following fiscal year shall be submitted to the Wyoming City Manager by March 31 of each year.

ARTICLE V- MEMBERSHIP

Section 1. The member of the Commission shall consist of registered electors of the City of Wyoming appointed by the City Council.

Section 2. The members of the Commission shall constitute the Board of Directors of the Community Enrichment Commission.

Section 3. The number of members shall be as described in the Code of Ordinances.

Section 4. Members shall take an Oath of Office, administered by the City Clerk.

Section 5. A designated member of the City Council shall be invited to attend all meetings and shall act as a liaison between the Board and the Council.

Section 6. The Library Director of the Wyoming Branch of the Kent District Library may be a member, ex officio.

ARTICLE VI- COMMITTEES

Section 1. The Commission may form committees to operate consistent with the purposes of and under the authority of the Commission.

Section 2. The Commission may appoint the chairperson for each committee by majority vote of those present at any regular meeting.

Section 3. The chairperson of each committee is responsible for all communications necessary to perform their specific task.

✱ Section 4. All monies requested by such committees must be reviewed and approved by the Commission prior to allocation and accounted for within a pre-designated period of time.

ARTICLE VII – OFFICERS

Section 1. Election of officers shall be held by members of the Commission at the first regular meeting of each fiscal year by a majority of those members present.

Section 2. The officers of the Commission shall consist of a Chairman, Vice-Chairman, Secretary, Treasurer and such other officers as needed. The officers shall hold office for one (1) year or until their successors are appointed and qualified.

Section 3. The Chairman shall preside over all meetings of the Commission. The Chairman shall develop and present the agenda for all meetings. The Chairman shall sign all contracts which have been approved by the Commission.

Section 4. The Vice-Chairman shall perform those duties and exercise those powers of the Chairman during the absence or disability of the Chairman.

Section 5. The Secretary shall be responsible for all official communications of the Commission, shall give all notices as required in the By-Laws of the Commission and shall perform such other duties as may be designated by the Commission. The secretary shall be responsible for recording all proceedings of the meetings of the Commission and of the Executive Committee, if one is created, and shall provide minutes of meetings to all members.

Section 6. The Treasurer shall have custody of all Commission funds and securities and shall keep the accounts of the Commission. A full and accurate account of all receipts, disbursements, and deposits of all monies, securities and other valuable effects shall be kept by the Treasurer. The Treasurer shall prepare and present to the Commission an account of all financial transactions and the financial condition of the Commission. An income statement and balance sheet shall be submitted to the Chairman at least one week prior to the Commission's submission of the annual report to the Wyoming City Council. If required by the Commission, the Treasurer shall deliver to the Chairman and keep in force a bond in an amount satisfactory to the Commission and approved by the City Manager. In case of the Treasurer's death, resignation or removal from office, all books, papers, vouchers, money and property of whatever kind belonging to the Commission that is in his/her possession, or under his/her control shall be returned to the Commission. The books and records of the Treasurer shall be audited by a

qualified person appointed by the Finance Director/Comptroller of the City of Wyoming annually at the close of the fiscal year, June 30, or at any time the office of the Treasurer changes hands, or the Finance Director of the City of Wyoming deems necessary.

Section 7. Any officer of the Commission may be removed by a majority of the members of the Commission.

ARTICLE VIII – MEETINGS

Section 1. Regular meetings of the Commission shall be held monthly, at a date and time established by resolution of the City Council, and in compliance with the Open Meetings Act. Meetings shall be held at the Wyoming City Hal, 1155 28th Street SW, Wyoming, Michigan.

Section 2. Any member who is not able to attend a regular or special meeting shall notify the Chair or Secretary. The absence may be excused by vote of the members present, and such excuse shall be placed in the minutes. If any member misses four (4) consecutive monthly meetings or 25% of such meetings in any fiscal year without such absences being excused by the members, that member's office shall be deemed as vacated. Any member being terminated shall be advised of their termination by letter.

Section 3. The Commission may adopt rules of procedure for the conduct of its meetings.

Section 4. The Commission may appoint an executive committee which shall consist of the officers of the commission. The Executive Committee shall have and exercise authority of the Commission between meetings.

Section 5. A quorum shall consist of a majority of the members of the Commission.

 Section 6. Members of the Commission shall receive no compensation, other than the reimbursement of reasonable expenses as approved by the Commission.

ARTICLE IX – EXECUTION OF INSTRUMENTS

Section 1. All checks, drafts and orders for payment of monies on accounts of the Commission shall be countersigned by any two officers of those designated by the Commission from time to time. A financial institution holding any Commission funds or assets shall maintain a record bearing the signatures of those authorized to sign checks.

Section 2. When the execution of any contract, conveyance, or other instrument has been authorized without specifying which officer is responsible the Chairman, Vice-Chairman or Secretary may execute the same in the name and on behalf of the Commission.

ARTICLE X - AMENDMENT OF THE BY-LAWS

* The By-laws of the Commission may be amended by the City Council of the City of Wyoming. The Commission may make recommendations to the City Council concerning any amendments.

Adopted by the Community Enrichment Commission on October 18, 2011
Date

Brandon Sumner
Chairman

Secretary

Adopted by the City Council of the City of Wyoming on December 5, 2011
Date

Heidi A. Isakson
Heidi A. Isakson, City Clerk

Ordinance: Division 2

(4) Appointed members of the Commission may not be compensated for services to the commission. (CURRENT)

(4) Appointed members of the Commission shall not receive compensation for serving on the Community Enrichment Commission Board of Directors. The Commission may enter into contracts with any individual the Commission deems necessary not excluding members of the Commission. (*The second sentence may not even be required and could be omitted) (PROPOSED)

Ordinance: Sec. 2-423

Currently membership numbers are "not less than 5 and not more than 9 members"

Due to enabling more membership needed for our group, we'd like to increase the maximum to 11. "not less than 5 and not more than 11 members" (PROPOSED)

By-laws:

Article VIII – Section 6.

Members of the Commission shall receive no compensation, other than reimbursement of reasonable expense as approved by the Commission. (CURRENT)

Members of the Commission shall receive no compensation as a result of their appointed membership to the Community Enrichment Commission. (PROPOSED)

Article III - Section 4

The Commission may enter into contracts, within the constraints of its approved budget and funding, to further the purposes of the organization (CURRENT)

The Commission may enter into contracts with any individual or entity, not excluding members of the Commission, to further the purposes of the organization. All contracts must operate within the constraints of its approved budget and funding.

Article IV - Section 2

The fiscal year of the Community Enrichment Commission shall begin on July 1 and end on June 30th of the following calendar year. (CURRENT)

The fiscal year of the Community Enrichment Commission shall begin on September 1 and end on August 31st of the following calendar year. (PROPOSED)

Wyoming Community Enrichment Commission

November 17, 2015 Meeting Minutes

Attendees

WCEC MEMBERS: Jeremy Bakken, Teresa Scott-Garn, Brandon Simmons, Vicki Briggs, Laura Arends, Renee Gardner, Kathy Pupel, Dylan Warren

GUESTS: Kati Simmons, Eric Tompkins, Tim Arends, Sandy Farris

Review & Approval of Meeting Minutes

- Meetings reviewed and approved as written

Welcome & Introductions

- New Team Members Introduced
 - Kathy Pupel
 - Renee Gardner
- Commission members introduced themselves and their responsibilities
- Discussion regarding makeup of group, subcommittee overview and activities

Officer Election – Treasurer Position

- Kathy Pupel was nominated as treasurer position
- Kathy is an agent for the City of Wyoming
- Has previously served as the treasurer for the Grand Rapids Symphony
- Jeremy made a motion that we appoint Kathy as the Treasurer
- Vicki seconded the motion
- Vote passed unanimously

Trailer Sale Status Update

- We have selected a trailer to purchase
- Dylan and Brandon inspected the trailer to ensure that it would meet our needs
- Trailer is used, listed on craigslist
- Negotiated a price of \$4,000
- Will explore cost of having the WCEC logo added to the trailer
- Previous trailer was sold at auction with proceeds to be used towards new trailer purchase
- Motion made to purchase the trailer
- Vote passed unanimously
- Dylan and Brandon will work with COW to provide the appropriate forms and supporting materials

By-law and Ordinance Amendments

- Three areas recommended to be changed (Refer to October Minutes for exact language)
 - Increase in Membership
 - Compensation discussion
 - Fiscal Year Change
- Laura motioned to move forward with the proposed amendments to the bylaws and ordinances
- Teresa Scott-Garn seconded the motion
- No additional discussion
- Vote passed unanimously
- Changes will be forwarded to Wyoming City Council for consideration at Dec. 14 work session

Reports from Subcommittee Groups

- Fireworks
 - Dylan provided an update on event planning
 - Date for the fireworks will be June 28
 - Exploring changes to parking situation (more handicapped parking, shuttles, etc.)
 - Exploring quotes from two security firms to provide added staff and enhance safety
 - DK Security
 - Securitas
- Event Development
 - Focus of last subcommittee meeting was a review
 - Currently exploring Themes for 2015
 - Kids Night – School Spirit Night! (t-shirts, mascots, etc)
 - Back to School theme for final concert (School supply giveaways)
 - Fireworks night – Night under the Stars & Stripes, coordinate with local veterans
 - July – Christmas in July, Santa in sandals, etc.
 - Superhero Night
 - Latino Night
 - 80's Night – Big hair, crazy hair
 - Racing Awareness – two racecars on site
 - Ladies Night – similar to 2015 event
 - Tribute Night – tribute band and also tribute to community groups or members
 - Working with the COW, Kregel, etc to secure bounce houses, etc.
 - Discussed \$5,000 budget for event development in 2016
 - Looking for opportunities to continue We Art Wyoming
 - Eric to communicate with COW to arrange donation of 2015 project
- Band Updates
 - Vicki provided an update on status of outreach to bands
 - Several bands have already been booked for the 2016 seasons
 - Looking for tribute band suggestions
- Concession Sales
 - Currently exploring additional vendors from the Wyoming area to add to list of suppliers
 - Group will work with Music & More Fest subcommittee to support concession needs
- Music & More Fest
 - Date for the event is August 6
 - Vicki is currently exploring bands for the event
 - Crashes Landing has agreed to be the nonprofit partner for beer sales
 - Discussed idea of tournament day at MMF (kickball, cornhole, disc golf, softball, etc.)
 - Working on partnership with Grand Rapids Film Festival for the Movie

Meeting Adjourned 8:50 PM

Respectfully submitted:

Jeremy Bakken - Secretary

02/15/16

Human Resources/KRO

RESOLUTION NO. _____

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

WHEREAS:

1. Resolution 24267, dated September 4, 2012 was adopted by the Wyoming City Council approving an Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classification of Analytics Project Specialist as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum

Memorandum of Understanding

Resolution No. _____

Memorandum Human Resources
City of Wyoming

To: Curtis Holt, City Manager
 Heidi Isakson, Deputy City Manager

From: Kim Oostindie, Director of Human Resources

Date: February 3, 2016

RE: Analytics Project Specialist

We will be submitting a request to City Council to add the classification of Analytics Project Specialist to the Classification and Salary Schedule for the Wyoming City Employees Union at the range listed below:

	<u>Hourly Wage</u>	
	<u>Minimum</u>	<u>Maximum</u>
G 63 Analytics Project Specialist	\$24.58	\$30.13

The addition of this classification comes after a comprehensive review of the Information Technology Department and needs of the City as a whole related to data analytics.

This position will be responsible for highly detailed and technical work related to database design, implementation, and analysis. Although there will be an emphasis in the area of public safety, the Analytics Project Specialist will complete analytic reviews of all areas of the City and will establish and maintain a database inventory for the City. The Analytics Project Specialist will confer with the City Manager, IT Department, and department heads and staff to analyze needs, recommend solutions, and implement state-of-the-art database strategies to meet current and future needs, allowing the City to use the results to identify trends and complete forecasts in a variety of areas. Specifically in the area of public safety, the Specialist will extract and analyze data to identify critical information such as crime and fire activity and trends.

The Information Technology Department is in transition following two retirements and one resignation in the past month. This transition has provided us with an opportunity to re-structure and realize savings related to personnel costs. It is expected that the savings from the re-structured IT Department will offset the cost of the Analytics Project Specialist position.

cc: Curtis Holt, City Manager
 Kim Oostindie, Director of Human Resources

MEMORANDUM OF UNDERSTANDING

The City of Wyoming (“City”) and the Wyoming Employees Union agree as follows:

1. The classification of Analytics Project Specialist is added to the bargaining unit.
2. The classification will be placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

	Range	Minimum	Maximum
Analytics Project Specialist	G63	\$24.58	\$30.13

3. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
Curtis Holt
Its: City Manager

By: _____
Daniel Gard
Its: President

Date: _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE TO ADD CHAPTER 26
TO THE CODE OF THE CITY OF WYOMING
ENTITLED "EMERGENCY AMBULANCE SERVICE"

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 26 is hereby added to the Code of the City of Wyoming to read as follows:

CHAPTER 26
EMERGENCY AMBULANCE SERVICE

Sec. 26-101. Findings of Facts.

The City Council hereby makes the following findings:

- a. There is a need to ensure that residents in the metropolitan area that are the recipients of emergency medical services receive enhanced care in an efficient manner.
- b. The Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, authorizes local government units to do the following:
 - i. Contract for ambulance pre-hospital life support services;
 - ii. Regulate ambulance pre-hospital life support operations providing the standard are not in conflict or less stringent than those provided in the Public Health Code; and
 - iii. Defray costs through the collection of fees for services or by the creation and levy of special assessments.
- c. Local governments comprised of the cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township, (the "Participating Municipalities") and American Medical Response, Life EMS, and Rockford Ambulance (the "EMS Providers") have developed an agreement to define emergency ground ambulance service areas for each EMS Provider and establish standards for such services.

Sec. 26-102. Adoption of Agreement.

The City hereby approves and adopts the agreement for allocation of primary emergency ground ambulance service areas among EMS Providers dated _____, 2016, between the Participating Municipalities and the EMS Providers pursuant to the provisions of the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended, and the Michigan Public Health Code, Act No. 368 of Public Acts of 1978, as amended.

Sec. 26-103. Designation of Primary Service Area.

The Participating Municipalities and the EMS Providers have entered into a formal agreement originally dated _____, 2016, to designate primary emergency operating rights in certain areas, to improve patient and system outcomes by ensuring continuity of services, to establish transparency in operation, and to develop data reporting standards (“Agreement”).

Pursuant to the Agreement, the City has designated a primary emergency ground ambulance service area to the provider or providers listed in the Agreement. The Agreement contemplates periodic review of emergency ground ambulance service providers and the service areas to which they are primarily assigned. During this review process, it is possible for other emergency ground ambulance service providers to be authorized to act and to be assigned a primary service area. Unless and until such assignment is made, only a currently authorized emergency ground ambulance service provider may operate within the City.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. _____

**AGREEMENT FOR THE DESIGNATION OF PRIMARY EMERGENCY GROUND
AMBULANCE SERVICE AREAS AMONG EMS PROVIDERS**

This Agreement for the Designation of Primary Emergency Ground Ambulance Service Areas Among EMS Providers (the “Agreement”) is entered into as of _____, 2016, among the Participating Municipalities as defined herein (the “Consortium”) and the emergency ground ambulance providers of American Medical Response, LIFE EMS, and Rockford Ambulance (collectively, the “EMS Providers”).

RECITALS

A. Pursuant to the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended the local governments of the Cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township (collectively the “Participating Municipalities”), by separate contract, previously entered into a partnership to establish the Consortium to ensure that residents and recipients of emergency medical services as described herein receive enhanced care in an efficient manner.

B. Part 209 of Michigan’s Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, also known as the Emergency Medical Services Act, and Section 20948, in particular, authorizes local governmental units to do the following:

- to contract for ambulance pre-hospital life support services;
- to regulate ambulance pre-hospital life support operations providing the standards are not in conflict with or less stringent than those provided in the Public Health Code; and
- to defray costs through the collection of fees for services or the creation and levy of special assessments.

C. As a result of the work of the Consortium in partnership with the EMS Providers, the parties desire to enter into a formal agreement to (i) recognize and formalize Primary Emergency Ground Ambulance Service Areas (as defined in Section 2 below) for each EMS Provider, (ii) improve patient and system outcomes by ensuring continuity of services, (iii) improve transparency in operations, and (iv) develop data reporting standards.

D. The parties further desire to provide for the implementation of and compliance with this Agreement by providing for oversight and accountability with periodic reports to the Participating Municipalities.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration including the covenants and pledges contained herein, the adequacy and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. PURPOSE

The Consortium, on behalf of itself and its individual members, enters into this Agreement with the EMS Providers to achieve the following:

- A. Contract with the designated EMS Providers for emergency ground ambulance services within the Participating Municipalities.
- B. Contractually recognize each EMS Provider’s Primary Emergency Ground Ambulance Service Area(s) and the corresponding responsibilities and limitations.
- C. Establish general standards and requirements for EMS Providers that are delivering emergency ground ambulance services in the Participating Municipalities.

- D. Establish reporting standards and formats for service level data to be provided by the EMS Providers to the Kent County Emergency Medical Services, the Kent County Medical Control Authority for Kent County (“KCEMS”) and the Consortium, which can be analyzed to improve patient outcomes.
- E. Establish accountability measures to ensure that performance metrics established by KCEMS and the Consortium are achieved by the EMS Providers.
- F. Ensure continuity of emergency ground ambulance services for the Participating Municipalities.

It is not the intent or purpose for Participating Municipalities to provide emergency ground ambulance services.

SECTION 2. DESIGNATION OF PRIMARY EMERGENCY GROUND AMBULANCE SERVICE AREAS

- A. The parties recognize that the EMS Providers have established emergency ground ambulance service areas that the EMS Providers have generally and informally respected. By this Agreement the parties are formally designating those historically respected emergency ground ambulance service areas as depicted on the attached Appendix A as the Primary Emergency Ground Ambulance Service Area(s) for each of the EMS Providers as shown on that Appendix A.
- B. The 9-1-1 Public Safety Answering Points (call taking and dispatch centers) in Kent County (“PSAPs”) will dispatch emergency ground ambulance service in accordance with this designation regardless of how those centers receive the request for service, who makes the request, or the Med or Priority level assigned to the request. Police, fire and other public safety agencies and personnel serving the Participating Municipalities shall also request emergency ground ambulance services in accordance with the Primary Emergency Ground Ambulance Service Areas designated on Appendix A. PSAP dispatches and public safety agency requests for emergency ground ambulance service will be addressed in this manner regardless of any contractual or other arrangement an EMS Provider may have with any other individual, institution, health care provider or other consumer. Unless (i) requested by the EMS Provider dispatched by the PSAP or receiving a public safety agency call for emergency ground ambulance service, or (ii) as provided in any applicable mutual aid agreement, no other EMS Provider shall respond to that incident.
- C. It is not the intent of this Agreement to affect contracts any EMS Provider has to provide ground ambulance services to a licensed health care facility. An EMS Provider may respond to a request made directly to the EMS Provider (i.e., not via a PSAP or public safety agency) made by a person or entity that is located outside of the EMS Provider’s Primary Emergency Ground Ambulance Service Areas who has a contract for such services with the EMS Provider provided the EMS Provider complies with the provisions of subsection 2.D.
- D. Each EMS Provider will respond to requests for emergency ground ambulance services as provided in the applicable KCEMS Protocol in effect when the call is received. (KCEMS Protocols in effect on the date of this Agreement include the “Request for Ambulance Service Policy” (Section 6-47) and the “Medical Priority Dispatch Policy” (Section 6-19), both of which were approved by the KCEMS Board on July 1, 2013, and by the Michigan Department of Community Health [now Michigan Department of Health and Human Services] on January 23, 2014, and were implemented by KCEMS on March 1, 2014.)
- E. Any mutual aid arrangements either existing on or created after the date of this Agreement, shall be respected by the parties to this Agreement.
- F. The Consortium, in consultation with KCEMS and the EMS Providers, may by a majority vote of the Consortium Board, approve modifications to the boundaries of the Primary Emergency Ground Ambulance Service Areas at the request of the Participating Municipality.
- G. The Participating Municipalities may coordinate the adoption of ordinances and policies reasonably necessary to effectuate this Agreement.

SECTION 3. GENERAL STANDARDS OF THE DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS

In accordance with the terms of this Agreement, the EMS Providers shall:

- A. Provide ambulance stations, equipment and personnel needed to provide emergency ground ambulance services within its recognized Primary Emergency Ground Ambulance Service Areas as provided in this Agreement.
- B. Provide emergency ground ambulance services in accordance with all applicable, city, township, County, State, and Federal laws, ordinances, policies, rules, standards and regulations.
- C. Maintain accreditation with the Commission on Accreditation of Ambulance Services throughout the term of this Agreement and any renewal or extension.
- D. Be an ambulance service provider that is accountable to KCEMS, as authorized by Part 209 of Act No. 368 of the Public Acts of 1978, as amended.
- E. Maintain compliance with all protocols, administrative policies, guidelines, directives and reporting requirements developed and published by KCEMS.
- F. Remain in good financial standing with KCEMS, as approved by KCEMS Executive Committee.
- G. Maintain compliance with the terms of all agreements between the Kent County Dispatch Authority and the EMS Providers, and with all dispatching protocols of the Kent County Dispatch Authority and PSAPs.

SECTION 4. GENERAL RESPONSIBILITIES OF THE CONSORTIUM

Consistent with the partnership contract establishing the Consortium, the Consortium or its designee, shall be responsible to enforce the terms of this Agreement and to provide regular reports to the Participating Municipalities related to the provision of emergency ground ambulance services and patient outcomes when available. The Consortium shall seek to create uniform standards and requirements to better ensure that recipients of emergency medical services receive the best possible care in the most efficient manner.

SECTION 5. SPECIFIC SERVICE REQUIREMENTS OF EMERGENCY GROUND AMBULANCE PROVIDERS

Notwithstanding an EMS Provider's Primary Emergency Ground Ambulance Service Area(s), an EMS Provider will send an ambulance consistent with the following:

- A. All requests for ambulance service referred to the EMS Provider that are received through a PSAP, including 9-1-1 callers who may lie outside the EMS Provider's designated Primary Emergency Ground Ambulance Service Area(s).
- B. All requests for appropriate resources for mass casualty incidents and disasters as required in applicable local and regional protocols and policies.
- C. All requests for ambulance service originating in the Participating Municipalities that were calls received by other means if the call is triaged using KCEMS-approved dispatch protocols to receive a Priority-1, Priority-2, or Priority-3 response.
- D. All requests for medical stand-by at working fires and other significant fire operations incidents – at no cost to the requesting jurisdiction.

SECTION 6. SPECIFIC REQUIREMENTS OF DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS.

While this Agreement remains in effect, each EMS Provider agrees to provide emergency ground ambulance services consistent with the following:

A. MAINTAIN ACCREDITATION WITH THE COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES (CAAS)

An EMS Provider shall maintain accreditation with the Commission on Accreditation of Ambulance Services. Any notice or violation of an accreditation standard received by an EMS Provider shall be reported to the Consortium and KCEMS. The Consortium and KCEMS may request and, when requested, each EMS Provider shall provide documentation of compliance with accreditation standards at any time during the term of this Agreement.

B. AMBULANCE MEMBERSHIP PROGRAM RECIPROCITY

All EMS Providers designated through this Agreement shall provide and accept full reciprocity in ambulance service memberships offered by other EMS Providers.

C. PROCESS PERFORMANCE REQUIREMENTS

EMS Providers will comply with process performance requirements including clinical quality data consistent with the current KCEMS Quality Improvement (QI) Plan as updated from time to time by KCEMS.

D. AMBULANCE MARKINGS

All markings and color schemes for vehicles used for emergency ground ambulance services shall affirmatively promote vehicle safety, public safety, and a professional image. Any advertising and marketing for emergency service vehicles shall emphasize the "9-1-1" emergency telephone number. The advertising of any other telephone numbers for any type of emergency service is not permitted.

E. GPS

If the Consortium and PSAPs request the EMS Providers to do so, the EMS Providers will provide all PSAPs in Kent County with a web-based link or other such technological solution as approved by the Consortium to provide the real-time location of its emergency ground ambulance response units. The EMS Providers will install a CAD-to-CAD interface which will allow real-time location information to be available in the PSAPs as the technology for the same becomes reasonably available and the PSAPs have it available. It is not the intent of the Consortium to apply a penalty to this requirement except for failing to supply the required real-time link to the information requested.

F. MEDICAL EQUIPMENT LIST

All EMS Providers shall be in compliance with equipment standards established by KCEMS and the State of Michigan Department of Health and Human Services (or successor agency), as revised from time to time.

G. AGREEMENT REVIEW MEETINGS

The EMS Providers shall participate in review meetings with the Consortium or its designee on a mutually agreed schedule. The EMS Providers shall each have a representative in attendance at all regularly scheduled review meetings, which representative shall have the authority to respond to and resolve issues, problems, disputes, and other matters that may come before the Consortium, or its designee. Nothing herein shall be interpreted to limit the ability of the parties to hold other meetings.

H. AMBULANCE RATE DISCLOSURE

The EMS Provider shall, within 30 days after the effective date of this Agreement and before the effective date of any modifications provide the Consortium with an updated list of all rates assessed by the EMS Provider. The Consortium may publish the rates on the Consortium's website or in

another publicly available venue.

I. RIGHT TO INSPECT RECORDS, FACILITIES, VEHICLES AND PROCESSES¹,

The EMS Providers shall allow the Consortium and/ or its designee, to inspect, audit, and copy all records related to the delivery of services under this Agreement, including, but not limited to, inspection of records from the State, training and certification records of EMS Provider staff, patient care records, dispatch records, and any other applicable records upon advance notice of at least two (2) business days. Such records shall be made available for inspection, auditing and copying at a location within Kent County, Michigan.

The Consortium or its designee shall have the right to inspect, audit, and observe processes in any facilities, or ride along on ambulances used by the EMS Provider in monitoring this Agreement. Should the Consortium or its designee, in coordination with KCEMS, determine that a vehicle or equipment item is not in good condition, the Consortium, may request replacement and the EMS Provider will comply within an agreed-upon time-frame.

J. CRITICAL FAILURE REPORTING

Any time an ambulance is dispatched to an emergency call or the ambulance is transporting a patient from an emergency request for service and cannot complete the transport due to mechanical or other reason not related to system management (reassignment of priority) this will constitute a “Critical Failure” and must be reported by the EMS Provider within 72-hours of the occurrence to the Consortium or its designee.

K. CLIENT SATISFACTION SURVEY

To gauge client satisfaction with the emergency services provided pursuant to this Agreement, the EMS Providers shall annually conduct client satisfaction surveys and will provide to the Consortium and KCEMS a copy of those surveys no later than July 1 of each year, or upon another mutually agreed upon date. The Consortium may conduct a client satisfaction survey. The EMS Providers will comply with all requests for information necessary to complete the Consortium’s survey, subject to any legal requirements and/or limitations.

L. TIME SYNCHRONIZATION

The parties acknowledge and agree that it is important that all EMS Providers’ time-keeping devices be synchronized. Each EMS Provider will be responsible to comply with the following standards:

- Ambulance CAD server time shall be configured to sync with the National Institute of Standards and Technology Internet Time Service.
- Electronic patient care report devices shall be configured to sync with the National Institute of Standards and Technology Internet Time Services. Monitors/Defibrillators and other biomedical equipment with time logging features shall be configured to sync with electronic patient care report devices upon download.

At any time during the term of this Agreement, the Consortium or its designee may request a demonstration that equipment is in compliance with the foregoing standards.

¹ The access to, inspection or copying of any patient care record or other document or recording which may contain Protected Health Information (PHI) may only be released to the Consortium under HIPAA or through a KCEMS Professional Standards Review Organization (PSRO) committee. The Consortium shall not retain any permanent copy of a protected patient care record outside of KCEMS PSRO process and shall not disclose or disseminate any case specific information related to protected materials to the extent permitted by law.

M. ELECTRONIC PATIENT CARE REPORT SYSTEM

The EMS Provider will utilize an electronic patient care report (“ePCR”) system using emergency medical services data collection software in conjunction with an electronic data collection tool appropriate for bedside/field use. The specific software and hardware system must be compliant and compatible with current National EMS Information System (“NEMSIS”), the State of Michigan EMS Bureau data standards and requirements, and require approval from KCEMS prior to implementation.

All data collected by the ePCR will be made available for use by KCEMS and for quality management, research and auditing purposes, in data file formats, mapped exports or reports produced by the EMS Provider as specified by KCEMS in coordination with the Consortium or its designee.²

SECTION 7. DURATION OF AGREEMENT

A. INITIAL TERM OF AGREEMENT

The initial term of this Agreement will be 18 months beginning on _____, 2016. Within six months, the EMS Providers shall comply with and implement all KCEMS data reporting standards necessary to meet the data and reporting standards established by KCEMS Administrative Policy/Protocol as updated and amended from time to time. Twelve months after the effective date of this Agreement, the Consortium or its designee will begin a review of compliance with the terms of this Agreement for each EMS Provider. Thereafter, and based on its compliance review, in the 15th month of this Agreement, the Consortium may, in its sole discretion:

- Extend this Agreement by offering a five year extension of this Agreement to some, all, or none of the EMS Providers
- Extend this Agreement for 12 months or in other increments chosen by the Consortium.
- In the event that an EMS Provider fails to meet the terms of this Agreement after eighteen months and is found by the Consortium to be in major breach of the terms of this Agreement, the Consortium may place all, or part, of the EMS Provider’s allocated Primary Ground Ambulance Service Area(s) out to bid through a competitive RFP process

The EMS Providers agree to provide service under any extensions to this Agreement, if requested by the Consortium, subject to the terms of this Agreement.

B. LONG TERM AGREEMENT AND POTENTIAL EXTENSIONS

This Agreement takes into consideration the fact that the establishment of an effective and sustainable emergency ground ambulance service is complex and requires considerable on-going investments. In addition to the provisions set forth in Section 7.A., the parties agree that the Consortium may, with the approval of the EMS Providers, enter into additional extensions of this Agreement subject to the provisions of Section 7.C..

C. MANDATORY RFP PROCESS

To ensure that the Participating Municipalities are receiving and providing high-quality services that meet best-practices and are consistent with providing the best services available at the most efficient costs, and notwithstanding any other provision herein, the Consortium shall issue a “Request for Proposals” not later than December 31, 2025. There is no obligation on behalf of the Consortium to

² See fn. 2, supra.

change providers or the existing service delivery model after issuing the RFP; the purpose is to ensure that the Consortium has the best available information regarding best-practices for emergency ground ambulance services. The mandatory RFP Process may be waived if, by a majority vote of the Consortium, it is agreed that the RFP Process will not improve the quality of EMS services which are provided pursuant to this Agreement.

D. NOTICE ON EXTENSION

Except as otherwise provided for herein, notice of any extension approved by the Consortium shall be provided in writing to the EMS Providers not less than three months prior to the effective date of any such extension.

SECTION 8. COMPENSATION

The sole compensation to the EMS Providers for services rendered under this Agreement are:

- the designation of emergency ground ambulance service market rights in its assigned Primary Ground Ambulance Service Area(s);
- the ability to collect revenues from fee-for-service or other third-party payers.

Neither the Consortium nor the Participating Municipalities will provide any compensation for emergency medical services provided pursuant to this Agreement.

SECTION 9. PERFORMANCE REQUIREMENTS AND REPORTING STANDARDS

Quarterly the EMS Provider will submit a report to KCEMS which accurately identifies the medical outcome data set forth in KCEMS Administrative Policy/Protocol as updated and amended from time to time. The data and information provided to KCEMS shall minimally include the following:

1. Number of calls
2. Response priority
3. Transport priority
4. Response Time Intervals Performance, using the criteria and methods described in attached Appendix B which is incorporated by reference.
5. Cases falling out of response time intervals
6. Cardiac arrests as part of the CARES data for the community.
 - a. Number of arrests
 - b. Number worked by ALS
 - c. Number transferred to hospital
 - d. Number discharged from hospital
 - e. Survival of witnessed shockable arrests
7. STEMIS – A specific type of heart attack
 - a. Scene time
 - b. Time to EKG
 - c. Overcall/undercall rate
8. RAPS score.

To reflect changes in advances in medical science and industry best practices, this Section 9 may be modified by the Consortium in collaboration with KCEMS and notice of such changes provided to the EMS Providers. Nothing herein shall prohibit the ability of the Consortium to establish specific performance data and measurement standards independent of those set forth in this Agreement, which authority is specifically reserved to the Consortium and KCEMS. Any such changes to this Agreement or to other medical performance standards must be approved by the Consortium.

SECTION 10. COMPLIANCE INCENTIVES AND PENALTIES

During the initial term (18-months) of this Agreement, the application of penalties is suspended unless the response time falls below a compliance rate of 80% based upon monthly aggregate data.

As an incentive for EMS Providers to maintain the highest levels of service, following the initial term of the Agreement, individual response penalties on calls within the applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.

In an effort to improve patient and system outcomes based upon evidenced based data, the Consortium, at the request and recommendation of KCEMS, may approve changes to the response time criteria, suspend penalties to allow for adjustment to revised response time criteria, or develop new response time incentives and penalties. EMS providers shall be given notice at least 45-days prior to the effective date of any such changes to the response time criteria. The current Response Times are established to be consistent with KCEMS policy related to "Ambulance Provider Standards." It is expected that these response times will continue to be updated throughout the term of this Agreement in coordination with KCEMS.

Non-compliance for individual cases and monthly aggregate data shall subject an EMS Provider to penalty fees as set forth herein. Higher tiers in the incentive / penalty structure apply to recurring non-compliance situations.

A. Response Time Intervals: Priority I

- Response time must be in compliance $\geq 90\%$ in monthly aggregate based upon the zone stated below:
 - Urban Zone: 8 minutes zero seconds
 - Suburban Zone: 12 minutes zero seconds
 - Rural Zone: 15 minutes zero seconds
- Non-Compliance Penalties for Priority I Response Time:
 - Individual responses: \$5/whole minute increment
 - Monthly aggregate: \$100 for each 1% increment $< 90\%$ compliance
- Incentive for Above Minimum Compliance
 - Individual response penalties on calls within 8 minutes of applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.
 - Inclusion / Exclusion Criteria: As described in Appendix B.

B. Response Time Intervals: Priority II.

- Response time must be in compliance $\geq 90\%$ in monthly aggregate based upon the zone stated below:
 - Urban Zone: 20 minutes zero seconds

- Suburban Zone: 20 minutes zero seconds
- Rural Zone: 20 minutes zero seconds
- Non-Compliance Penalties:
 - Individual responses: \$5/whole minute increment
 - Monthly aggregate: \$100 for each 1% increment <90% compliance
- Incentive for Above Minimum Compliance
 - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
 - Inclusion / Exclusion Criteria: As described in Appendix B.

C. Response Time Intervals: Priority III

- There are no currently adopted response times for Priority III calls. KCEMS in coordination with the Consortium will be adopting response times when quantitative data is available.
- Response time must be in compliance $\geq 90\%$ in monthly aggregate based upon the zone stated below:
 - Urban Zone:
 - Suburban Zone
 - Rural Zone:
- During periods of inclement or dangerous weather, and when a patient is known to be outside in the elements, Medical First Responders must be sent to the call unless the ambulance will arrive to the scene within 10 minutes of the initial request.
- Non-Compliance Penalties:
 - Individual responses: \$5/whole minute increment
 - Monthly aggregate: \$100 for each 1% increment <90% compliance
 - In the event an EMS provider fails to notify Medical First Responders for a patient known to be outside in dangerous or inclement weather: \$100 for each minute beyond 10 minutes until the arrival of the ambulance
- Incentive for Above Minimum Compliance
 - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
 - Inclusion / Exclusion Criteria: As described in Appendix B.

D. Patient Contact Time Documentation

- Standard: Documented in a discrete data field for each response with patient contact with >95% reliability
- Non-Compliance Penalties:
 - \$10/missing time stamp

- \$100 for each whole 1% <95% reliability in monthly aggregate data
- Above Minimum Compliance Incentive
 - Individual missing time stamp fines waived with >97% reliability
- Exceptions:
 - Multiple patient incidents

Each EMS Provider will be expected to maintain 100% compliance with all KCEMS administrative standards, policies, procedures, and protocols as amended from time to time. Failure to maintain 100% compliance will be considered a minor breach of agreement and subject to escalation to a major breach as outlined in Section 11.

SECTION 11. BREACH OF AGREEMENT

A. MINOR BREACH

The following shall constitute a minor breach of this Agreement:

1. Following the initial term of the Agreement, meeting the scheduled response time interval standards for Priority I, Priority II, or Priority III calls with less than 90% but greater than 88% reliability in a calendar month in the Primary Ground Ambulance Service Area(s) as set forth in Appendix A.
2. Following the initial six months of this Agreement, less than 100% compliance with any of the performance and reporting standards established KCEMS administrative standards, policies, procedures, and protocols apart from those listed below:
 - a. Response Time Interval Standards
3. Failure to comply with any KCEMS data / reporting request within 5 business days unless additional time is granted by KCEMS Executive Director or Medical Director.
4. Except as provided otherwise herein, failure to comply with any other requirement of this Agreement

Upon written notice to the EMS Provider by registered mail, receipt confirmed courier delivery, receipt confirmed email, or hand delivery advising that a minor breach has occurred, the EMS Provider shall have 45 days to submit documentation establishing that the breach has been corrected and provide documentation that steps have been taken to ensure that the breach will not recur. The Consortium reserves the right to verify compliance by any means it deems appropriate. If the verification does not support that the breach has been corrected and the 45 day timeframe has been exceeded, the violation shall then be deemed to constitute a major breach pursuant to Section 11.B. The EMS Provider may request an extension to the 45- day correction period from the Consortium which may be granted in the sole discretion of the Consortium.

B. MAJOR BREACH

The following shall constitute a major breach of this Agreement:

1. Two minor breaches in any 90 day period.
2. Failure of the EMS Provider to remain in substantial compliance with the requirements of Federal, State, or local laws, ordinances, policies, and regulations, including any loss or suspension of any necessary license or authorization;
3. Failure of the EMS Provider to remain in substantial compliance with the requirements, policies, procedures, regulations and fee obligations of KCEMS.

4. Failure of the EMS Provider to respond to all calls for service within their Primary Ground Ambulance Service Area(s) or ensure a response to all calls for service within their Primary Ground Ambulance Service Area(s);
5. Failure of the EMS Provider to comply with any particular response time interval performance requirement for the Consortium Service Area in the aggregate for two consecutive months, or for any four months in a 12 month period;
6. Failure of the EMS Provider to arrive at the scene for emergency response calls within the timeframes specified below 80 percent of the time in any month, excluding calls which meet the exception criteria outlined in Appendix B.
7. Failure by the EMS Provider to comply with required payment of fines or penalties within 30 days of written notice of the imposition of such fine or penalty;
8. Failure of the EMS Provider to maintain compliance with the insurance requirements specified in this Agreement;
9. The institution of proceedings for relief by EMS Provider under any chapter of the United States Bankruptcy Code or under any state bankruptcy code, or the consent by the EMS Provider to the filing of any bankruptcy or insolvency proceedings against EMS Provider in any state or federal court, or the entry of any order adjudging the EMS Provider insolvent or appointing a receiver, liquidator, or a trustee in bankruptcy for EMS Provider or its property in any state or federal court;
10. The voluntary or involuntary dissolution of EMS Provider;
11. At any time during the term of this Agreement or any extension the EMS Provider is suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, or any other Federal or State programs for the payment or provision of medical services;
12. Any other willful acts or omissions of the EMS Provider that endanger the public health or safety;
13. Any other breach of the terms of this Agreement by an EMS Provider set forth in Section 11.A. which remains uncorrected after 45 days written notice from the Consortium without extension for cure granted by the Consortium; and
14. A third breach of the same provision of this Agreement (whether such breach by itself would constitute a Major or Minor Breach) in a 12 month period after written notice of the first two breaches has been provided to EMS Provider by the Consortium, even if the prior breaches were cured by the EMS Provider during an applicable cure period, if any.

In the event that the Consortium determines that a Major Breach has occurred, the Consortium shall provide written notice of the breach to the EMS Provider. The notice shall contain a reasonable period for EMS Provider to cure such breach, taking into account the nature of the breach. In the event that a major breach remains unresolved for more than the authorized cure period, in addition to any and all rights and remedies available to the Consortium, the Consortium shall have the right upon written notice to declare the EMS Provider in default of this Agreement and take one or more of the following actions:

- Impose fines on the EMS Provider in the amount of \$1,000 per day, per Major Breach, until such time as the breach or breaches are completely cured or this Agreement is terminated.
- Terminate this Agreement with that EMS Provider upon a date set by the Consortium.

All remedies available to the Consortium shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the Consortium at law or in equity.

SECTION 12. INSURANCE REQUIREMENTS

A. QUALIFICATIONS

At all times while this Agreement remains in effect, the EMS Provider shall maintain on file with the Consortium or its designee all required insurance coverages as set forth in this Agreement, which coverages shall also comply with the following:

- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Michigan and acceptable to the Consortium.
- The policies shall clearly indicate that the EMS Provider has obtained insurance of the type, amount and classification as required in strict compliance with this Section 12.
- No modification or change or cancellation of insurance shall be made without 30 days prior written notice to the Consortium, except for cancellation for non-payment for which ten days prior written notice shall be provided.

B. INSURANCE

1. WORKER'S COMPENSATION

Each EMS Provider shall provide Workers' Compensation coverage for all employees. The limits will meet statutory obligations for Workers' Compensation and \$100,000 for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the Consortium, Participating Members, KCEMS and their agents, employees and officials.

2. COMPREHENSIVE GENERAL LIABILITY

Each EMS Provider will provide general liability coverage for all operations including, but not be limited to, contractual, products and completed operations, and personal injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) provided on a per occurrence basis.

3. COMMERCIAL AUTOMOTIVE LIABILITY

Each EMS Provider shall provide coverage for all owned and non-owned vehicles used in its operations under this Agreement for limits of not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

4. MEDICAL MALPRACTICE LIABILITY

Each EMS Provider shall obtain and maintain medical malpractice liability insurance for each employee, agent, or servant responsible for providing medical care during the course of his/her employment. Such liability insurance shall not be less than \$1,000,000 per person and shall be issued on a per occurrence basis.

5. EXCEPTIONS

Any exceptions to these insurance requirements must be approved in writing by the Consortium. Should any EMS Provider be unable to meet the insurance requirements set forth in this Agreement, the EMS Provider may, at its discretion and on a case-by-case basis, request the Consortium to accept a modified qualification. The EMS Provider will be required to present justification and documentation to the Consortium, or its designee, before said request can be evaluated, reviewed, or acted upon.

C. AUTHORIZED INSURANCE PROVIDERS

If at any time any of the policies shall be or become unsatisfactory to the Consortium as to form or substance, or if any carrier issuing policies for insurance required herein shall be or becomes reasonably unsatisfactory to Consortium, EMS Provider shall immediately obtain a new evidence of insurance

satisfactory to the Consortium in replacement thereof.

D. NON-RELIEF OF LIABILITY AND OBLIGATIONS

Compliance with the foregoing insurance requirements shall not relieve an EMS Provider of its liability and obligations under any part of this Agreement.

E. PARTICIPATING MUNICIPALITIES AS ADDITIONAL INSUREDS

To the extent allowed by law, all insurance coverages, except medical malpractice insurance, shall name the Participating Municipalities, KCEMS, the Consortium and their officers, employees and agents as additional insureds or as the beneficiaries of the policy as required by the Consortium. Neither the Participating Municipalities, the Consortium, nor their employees, officers or agents shall be liable for any sums of money that may represent a deductible in any insurance policy.

F. SUBJECT TO CONSORTIUM APPROVAL

All insurance policies submitted by an EMS Provider are subject to approval by the Consortium. Insurance companies shall be rated "A" or "A-" by A.M. Best Inc., or equivalent.

G. DOCUMENTATION

Prior to the effective date of this Agreement, documentation reasonably satisfactory to the Participating Municipalities shall be filed with the Consortium evidencing the EMS Provider's maintenance of required insurance coverages and establishing the endorsements specified herein and compliance with the provisions of this Agreement. Each EMS Provider shall also file with the Consortium documentation reasonably satisfactory to the Participating Municipalities for those policies that are renewed during this Agreement or for any policies replaced or modified during the term of this Agreement.

H. SELF-INSURANCE

An EMS Provider may propose a self-funded insurance alternative (self-insurance) in lieu of purchasing insurance as specified in this Section 12. The Consortium reserves the right in its reasonable discretion to evaluate and approve the EMS Provider's self-insurance alternative. The Consortium reserves the right to require commercial insurance in the amounts and types as set forth above. Approval of a self-insurance alternative should not be assumed.

The Consortium reserves the right to approve or deny an EMS Provider's request to switch to a self-insured alternative or to condition approval upon such measures reasonably required by the Consortium including, without limitation, obtaining a satisfactory umbrella policy or other surety to protect against catastrophic claims. The EMS Provider shall not assume such approval will be granted and must allow sufficient time for the Consortium to review such a request.

SECTION 13. INDEMNITY REQUIREMENTS

Nothing in this Agreement shall be interpreted or construed to constitute a waiver of the Participating Municipalities entitlement to rely on a defense of governmental immunity to the extent otherwise permitted by law, which right is affirmed.

A. HOLD HARMLESS PROVISIONS

Each EMS Provider shall hold harmless and indemnify the Consortium, the Participating Municipalities and their respective officers, elected officials, employees and agents (each, an "Indemnitee") from all claims, suits, legal actions, demands, damages, liabilities, losses, costs and expenses, including reasonable attorney fees, arising out of any negligent act or omission of that EMS Provider in connection with its performance of the services under this Agreement (the "EMS Provider Indemnification"). The EMS Provider indemnification shall not be interpreted to waive or release any legal defense, immunity or exemptions afforded to EMS Providers under Michigan law. The EMS Provider indemnification shall not be applicable where the claims, suits, legal actions, demands, damages, liabilities, losses, costs and

expenses, including attorney fees, arise from the negligence, gross negligence and/or willful misconduct of the Consortium or any of the Participating Municipalities.

In the event that any claims, suits, legal actions, and/or demands are brought against an Indemnitee and fall within the EMS Provider Indemnification as outlined in the preceding paragraph, then the applicable EMS Provider shall provide the Consortium and any Participating Municipalities named in such actions or demands with a legal defense, including the payment of all reasonable legal expenses associated with such a defense, to the extent provided under the insurance coverage set forth in section 12 of this Agreement. The EMS Provider, in consultation with its insurer, shall have the exclusive right to select counsel of the EMS Provider's choice and shall direct all defense in connection any such claims, suits and demands. The provisions of this section 13.A. shall survive termination of this Agreement.

B. LIMITATION OF DAMAGES

In no event shall the Consortium or Participating Municipalities be liable to an EMS Provider or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Agreement, including but not be limited to any claims for lost business or profit, consequential damages or otherwise, regardless of whether the Consortium and Participating Municipalities had been advised of the possibility of such damages. By way of example and not limitation, neither the Consortium nor the Participating Municipalities shall be liable to any EMS Provider for any claims of lost business or profit arising out of any finding of breach or declaration of default by the Consortium or Participating Municipalities. In furtherance of the foregoing, the EMS Providers voluntarily and knowingly waive and release any claim for business, consequential or similar damages resulting from the existence or implementation of this Agreement.

C. NOTIFICATIONS

The EMS Provider shall notify the Consortium whenever the State of Michigan Bureau of Emergency Medical Services or other State agency is conducting an investigation of any of its personnel or the operations that provide ambulance service to the Consortium.

SECTION 14. VACATED SERVICE AREA SERVICE GUARANTEE

In order to promote public safety and to ensure that emergency ground ambulance services are available in designated services areas, the parties covenant that if during the term of this Agreement (including any extension term) an EMS Provider is unable to provide emergency ground ambulance services in its designated Primary Ground Ambulance Service Area(s) for whatever reason, then the remaining EMS Providers will jointly provide such services in the impacted areas as designated and requested by the Consortium or its designee.

SECTION 15. WITHDRAWAL FROM OR TERMINATION OF AGREEMENT

Any Participating Municipality or individual EMS Provider may withdraw from this Agreement without terminating this Agreement. Any withdrawal or termination must comply with the following provisions:

A. To the extent consistent with the foundational documents establishing the Consortium, at any time a Participating Municipality may withdraw from participation in the Agreement for cause by providing written notice to the Consortium subject to the following:

- In the event that a Participating Municipality withdraws from participation, the Consortium will immediately notify the affected EMS Provider of the withdrawal. The EMS Provider agrees to provide services for a period of up to 180-days, or until such time as mutually agreed between the EMS Provider and the withdrawing Participating Municipality.
- Withdrawal by a Participating Municipality does not impact the application of the terms of this Agreement to other parties to this Agreement.

B. In the event that an EMS Provider desires to withdraw from this Agreement it must provide written notice of the withdrawal not less than 180 days in advance of terminating services and must continue to provide service throughout the 180 day period at the expected levels as stated in this Agreement or until such time as the EMS Provider and Consortium mutually agree to terminate services. Withdrawal from this Agreement by an EMS Provider does not impact the application of the terms of this Agreement to other parties.

C. This Agreement may be terminated by the mutual consent of the parties subject to the following:

- The termination must be documented in writing between the Consortium and the EMS Providers
- The EMS Providers agree to fully comply with the obligations set forth in Section 16.

SECTION 16. OUTGOING EMS PROVIDER PROVISIONS

A withdrawing EMS Provider must continue to provide services in compliance with the provisions of this Agreement as set forth in Section 15.B. during the withdrawal period.

The parties agree that no records, data, or information, regardless of source, shall be erased, discarded, modified or removed from the premises of the EMS Provider outside the normal course of business activities, or modified without the specific written approval of the Consortium. Any information, spreadsheets, documents, data, or electronic media shall become the property of the Consortium. Any loss or damage to such records, materials or information, for any reason, may be replaced/recreated by the Consortium and the cost for such restoration paid by withdrawing EMS Provider.

Personnel records of employees shall, with the proper consent of employees, be released to the Consortium or its designee in a timely manner.

Unless otherwise specifically instructed, all requests pursuant to this Section 16 shall be met within two (2) weeks of written request for said documents.

It is expressly understood and agreed to by all parties that any delay, lack of submittal of requested or required information, or impedance of any kind on the part of the withdrawing EMS Provider as the Consortium attempts to exercise any or all of these provisions shall constitute a major breach of Agreement.

Section 17. Miscellaneous

A. SUCCESSORS AND ASSIGNS

This Agreement shall not be assigned by any party without the written consent of the other parties to this Agreement. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the successors and permitted assigns of the parties to this Agreement.

B. SEVERABILITY

The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement. In the event any provision of this Agreement is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.

C. THIRD PARTIES

This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

D. NOTICES

All notices and other communications provided for in this Agreement shall be in writing and shall be

deemed to have been given (i) when delivered in person to the recipient, (ii) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender.

E. COUNTERPART EXECUTIONS; FACSIMILES AND ELECTRONIC MAIL

The parties may execute this Agreement in any number of counterparts with the same effect as if all parties had signed the same physical document. Each party may transmit the executed copies in an imaged format to the other parties by facsimile or electronic mail, and the imaged copies shall have the same effect as if all parties had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

The parties have signed this Agreement as of the date first written above.

[SIGNATURES ON FOLLOWING TWO PAGES]

EMS CONSORTIUM, a joint endeavor pursuant to
2011 PA 258

By: _____
Kenneth Krombeen, Board Chairperson

By: _____
Cameron Van Wyngarden, Board Secretary

Approved: January 14, 2016

Date signed: _____, 2016

CITY OF EAST GRAND RAPIDS, a Michigan
municipal corporation

By: _____
Amna Seibold, Mayor

By: _____
Karen Brower, Clerk

Approved: _____, 2016

Date signed: _____, 2016

CITY OF GRAND RAPIDS, a Michigan municipal
corporation

By: _____
Rosalynn Bliss, Mayor

By: _____
Darlene O'Neal, Clerk

Approved: _____, 2016

Date signed: _____, 2016

LIFE EMS, INC., a Michigan corporation

By: _____
Mark Meijer, President

Date signed: _____, 2016

PARAMED, INC., a Michigan corporation, d/b/a
AMERICAN MEDICAL RESPONSE

By: _____
Richard Whipple, General Manager

Date signed: _____, 2016

ROCKFORD AMBULANCE, INC., a Michigan
nonprofit corporation

By: _____
Roger C. Morgan, CEO

Date signed: _____, 2016

CITY OF GRANDVILLE, a Michigan municipal corporation

By: _____
Steve Maas, Mayor

By: _____
Mary Meines, Clerk

Approved: _____, 2016

Date signed: _____, 2016

CITY OF KENTWOOD, a Michigan municipal corporation

By: _____
Stephen Kepley, Mayor

By: _____
Dan Kasunic, Clerk

Approved: _____, 2016

Date signed: _____, 2016

CITY OF ROCKFORD, a Michigan municipal corporation

By: _____
Jerry Coon, Mayor

By: _____
Christine Bedford, Clerk

Approved: _____, 2016

Date signed: _____, 2016

PLAINFIELD CHARTER TOWNSHIP, a Michigan municipal corporation

By: _____
Jay Spencer, Supervisor

By: _____
Ruth Ann Karnes, Clerk

Approved: _____, 2016

Date signed: _____, 2016

CITY OF WYOMING, a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, Clerk

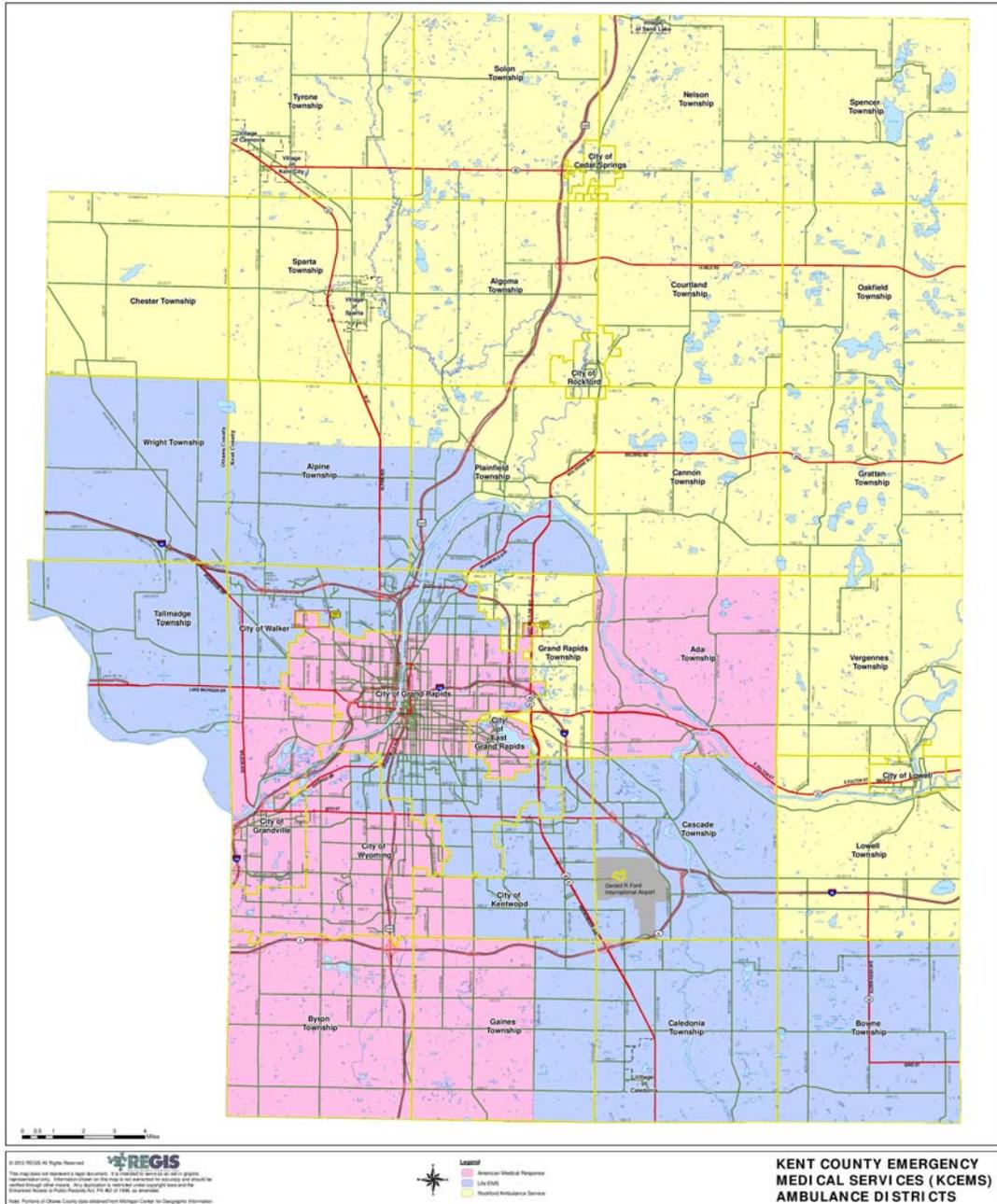
Approved: _____, 2016

Date signed: _____, 2016

Appendix A

Ambulance Service Area Map as mutually agreed between KCEMS, AMR, LIFE EMS, and Rockford Ambulance for the purpose of defining the Service Areas for PSAP 911 Emergency Referrals. KCEMS maintains detailed description of boundaries agreed to December 23, 2009.

Ambulance Territory Map – Areas in Yellow are covered by Rockford Ambulance Service; Pink by AMR; Blue by Life EMS.



Appendix B

I. Response Time Interval Measurement Methodology

EMS Providers response time interval performance shall be calculated on a monthly basis to determine compliance with the standards set forth in this contract. The EMS Provider will be held accountable for their response time interval performance regardless of how the request for service is received. In the monthly calculation of EMS Providers compliance to response time interval performance standards, every request from the Consortium service area shall be included. The following provisions will apply to how response time event data and intervals are captured and calculated.

A. Reporting Frequency & Data Validity

Each EMS Provider shall submit its monthly response time interval performance report the Consortiums designee no later than the third Friday of the following month. The Consortiums designee shall validate the individual reports through the data submitted to ensure compliance. Failure to submit monthly reports or to inaccurately report data outside of the predetermined data definition and submission process will be considered a major breach. The Consortiums designee shall provide quarterly reports to the Consortium including summaries of operational successes and challenges.

B. Geo-Fencing

As technology continues to evolve, the EMS Provider agrees to implement use of geo-fencing technology, or functional equivalent technology that meets with the approval of the Consortium, to reliably automate the time stamping of vehicle movement events (e.g., enroute to scene; at scene; enroute to hospital; at hospital). The implementation of geo-fencing technology shall be considered in future extensions of this Agreement.

C. Response Time Interval Calculation – Individual Response

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or, between the Call Receipt and the time the ambulance is cancelled by a public safety agency.

D. Call Receipt

Call Receipt is defined as when the EMS Provider's dispatch center receives adequate information to identify the location of the call and the Medical Priority Dispatch Protocol priority level.

E. At Scene

"At Scene" time means the moment the first ambulance service licensed ALS vehicle, appropriately staffed, arrives and stops at the exact location where the vehicle shall be parked while the paramedic(s) exits to approach the patient and notifies dispatch (via MDC, AVL or voice). Crews will not report at scene until the vehicle has come to a complete stop.

A supervisory or other non-transport capable unit, licensed as an emergency response vehicle, that arrives prior to an ambulance and has ALS capability will count as the 'At Scene' time for the purposes of response time interval calculations. If a non-transporting supervisor vehicle arrives and meets the on-scene time requirement, the transporting ambulance must arrive to the scene, from the time of call receipt to arrival, under the subsequent time response standards for that response zone so as to avoid unnecessary delays in transporting the patient. For example, if a licensed ALS capable vehicle arrives on-scene within the response time standard for the prioritized medical call, the arriving transporting ambulance must arrive within the response times for a Priority II call. EMS Providers shall provide documentation on the response time arrival for the transporting ambulance that arrives on-scene.

In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non- secured scenes, gated communities or complexes, or

wilderness locations), arrival 'at scene' shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

F. Failure to Report at Scene Time

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, EMS Provider may document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced or the edit is validated through secure technological means.

II. Calculating Response Time Interval with Upgrades, Downgrades, Cancellations, Mutual Aid, and Turn-Overs

In the event any of the following events occur during an Emergency ambulance response (with or without lights and sirens), the calculation of the response time interval determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

A. Upgrades

If an assignment is upgraded to Priority 1 from Priority 2 or 3 prior to the arrival on scene of the ambulance, EMS Provider's compliance and penalties will be calculated based on time elapsed from call received to at scene at longer response time interval standard.

B. Downgrades

If a call is downgraded prior to arrival on scene of the ambulance from Priority 1 to Priority 2 or 3, EMS Provider's compliance and penalties will be determined as follows:

- i) If the time of the downgrade occurs before the ambulance has exceeded the higher priority response time standard, the less stringent standard will apply. If the downgrade occurs after the ambulance has exceeded the higher priority response time standard, the more stringent standard will apply
- ii) Prioritization of Assignments to Responses Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses.

C. Canceled Calls

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, EMS Providers compliance and penalties will be calculated based on the elapsed time from call receipt to the time the call was canceled if that time was greater than the time allowed for that priority time standard. Calls that are cancelled prior to arrival and where the cancellation occurs before the applicable response time will be not be counted or included in the monthly compliance reports.

D. Mutual Aid Responses

EMS Provider shall not be held accountable for response time compliance for any assignment originating outside its Primary Ground Ambulance Service Area(s) that is turned over from another EMS Provider or in mutual aid outside of the Consortium service area.

E. Turn-Overs

If the EMS Provider turns-over a response in its own Primary Ground Ambulance Service Area(s) to another EMS Provider the EMS Provider turning over the response will still be held accountable for the response time interval performance to include their response time and that of the EMS Provider taking the response. The EMS Provider taking the response will be held accountable for their performance from their own time of call receipt from the EMS Provider that turned-over the response.

- i) Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The response time interval for the first arriving ambulance will be used to compute the response time interval for that incident.

III. PRIORITIZATION OF ASSIGNMENTS TO RESPONSES³

Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses. If an ambulance is reassigned enroute or cancelled prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the assigned priority of the initial or the upgraded priority - whichever is shorter. Response times will be calculated from the time a call is received until the assigned ambulance arrives on scene, diverted, or original response.

IV. RESPONSE TIME EXCEPTIONS AND EXCEPTION REQUESTS

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the EMS Provider's control or awareness will not be grounds to grant an exception to compliance with the Response Time Standard.

Exceptions may be requested and must be submitted in writing to the Consortium or designee. A request must be submitted no later than the submission date of the monthly response time compliance report (in which the event or exclusion is requested) or be included within the report, unless otherwise specified within the Agreement. Exception requests may be submitted to the Consortium or designee for the following:

A. Unusual System Overload

EMS Provider shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond EMS Provider's reasonable control affect the achievement of specified response time standards.

Unusual system overload is defined as one-hundred twenty-five (125) percent of the service area average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. It will be up to the EMS Provider to provide the historical demand data analysis to show the average demand for the day or week / hours of day applicable to the for an unusual overload exception. The Consortium or designee may request an audit of the data used to generate the historical demand data analysis before granting the exception.

B .Multi-Casualty Incidents, Multi-Patient, Disasters, or Severe Weather

The Response Time requirements may be suspended at the sole discretion of the Consortium or designee during a declared multi-casualty or multi-patient incident in the designated service area.

Requests during a disaster confirmed by local or regional authorities in which the EMS Provider is rendering assistance will be considered. During such periods, the EMS Provider shall use best efforts to simultaneously maintain coverage within their service area while providing disaster assistance as needed.

³ Med 1, Med 2 and Med 3 are used interchangeably with Priority 1, Priority 2 and Priority 3, respectively, for the purposes of responses to scenes. Medical first responders are typically assigned a Med level, where ambulances are assigned a Priority level. MFR vehicles respond with lights and siren to Echo, Med 1 and 2 calls. Ambulances respond with lights and siren only to Echo and Priority 1 calls.

Upon resolution of the disaster event, the EMS Provider may apply to the Consortium or designee for retrospective exemptions on late responses accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter.

Requests occurring during a period of unusually severe weather conditions; such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. During these periods, the EMS Provider may apply retrospectively to the Consortium or designee for exemptions to late runs. To qualify, the EMS Provider must provide sufficient documentation supporting such conditions. Reasonable effort must be shown by the EMS Provider that mitigation measures were employed (i.e. additional unit hours added) if an advance weather warning was issued by the weather service.

C. Mutual Aid

If the EMS Provider responds to requests for mutual aid in times of disaster, the Consortium or designee may also grant response time interval performance exceptions.

D. Hospital Divert

The Consortium recognizes that when area hospitals go on ambulance divert the result is an increase of a longer transport distance that places demands on the system beyond the EMS Providers control. During these periods the EMS Provider may apply retrospectively to the Consortium or designee for exemption to late runs. To qualify the EMS Provider must provide sufficient documentation showing the impact to unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.

E. Access

The Consortium recognizes specific conditions that limit access to the location of a call and are beyond the EMS Provider's control. To qualify the EMS Provider must provide sufficient documentation showing one of the following three conditions listed above was met:

- Access blocked by train without an alternate route with equal or superior time of travel and without railroad crossing;
- Slowed by following first responder unit to scene of call;
- Construction if not previously known by the EMS Provider or if known the EMS Provider did not have reasonable means to mitigate its impact.

Audible notification to dispatch of the circumstance, does not, in and of itself provide adequate documentation of the cause of the delay. Notification to Dispatch, combined with AVL or other secure technology or other methods may be acceptable, as determined by the Consortium or designee.

F. Good Cause

The Consortium or designee may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and EMS Provider must have demonstrated a good faith effort to respond to the call(s).

V. EXCEPTION REQUEST PROCEDURE

If EMS Provider feels that any response or group of responses should be excluded from the calculation of response time interval compliance due to unusual factors beyond EMS Providers reasonable control, the EMS Provider must provide detailed documentation for each response in question to the Consortium or designee and request that those responses be excluded from calculations and late penalties. Any such request must be in writing and received by the Consortium or designee along with that month's

performance reports. A request for an exception received after that time will not be considered. The Consortium or designee will review each exception request and make a decision for approval or denial. It is the EMS Provider's responsibility to request an exception.

At the sole discretion of the Consortium or designee, calls with extended Chute Times (the time interval from Dispatch to ambulance enroute) of more than two (2) minutes may be excluded from consideration as Exceptions.

All decisions by the Consortium (or designate) shall be considered final.

VI. DOCUMENTATION OF INCIDENT TIME INTERVALS

The EMS Provider shall document all times necessary to determine total ambulance Response Time intervals, including, but not limited to, time call received by the ambulance dispatch center, time location verified, time ambulance crew assigned, time enroute to scene, arrival at scene time, time departed patient, time enroute to hospital, and arrival at hospital or emergency department, Urgent Care, Procedure Facility, Nursing Home, Patients Home, or other medically acceptable location). Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the electronic Patient Care Report (ePCR) and/or in EMS Providers computer aided dispatch system.

MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter 
City Attorney

DATE: January 8, 2016

RE: Sex Offender Registry Ordinance

The Wyoming Police Department is required to maintain the sex offender registry along with the actual registration of those offenders as required by the Sex Offender Registration Act, Act 295 of 1994. Several provisions for violations of that act are felonies or high misdemeanors which are enforced under that law by the county prosecutor's office. Failure to pay the required registration fee however is a misdemeanor punishable in the same manner as our other criminal misdemeanor code provisions. Failure to pay the registration fee is the largest number of violations of the statute.

Because it is somewhat cumbersome for our police department to obtain state misdemeanor charges on these violations, the department has discussed this issue with the prosecutor's office which has indicated that they would like to see these offenses prosecuted under local ordinance. Therefore at the request of the police department I have prepared the attached ordinance to make failure to pay the sex offender registration fee a misdemeanor under our City Code. These cases will then be prosecuted through the 62-A District Court by the City Attorney's office. Since the cases rarely go to trial and all fines and costs would remain with the local court, the proposed ordinance would be revenue neutral at worst and more likely positive.

At your discretion I would like to place this proposed ordinance on either the February 1 regular Council meeting agenda or the February 8 work session.

Please advise if you have any questions.

cc: Chief Carmody
Lt. Maguffee
Ofc. Keen

JRS/sak
02/08/16

ORDINANCE NO. _____

AN ORDINANCE TO ADD SECTION 50-38 TO
THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 50-38 is hereby added to the Code of the City of Wyoming to read as follows:

Sec. 50-38. Sex Offender Registration Fee.

No Person shall refuse or fail to pay the registration fee or fees prescribed by the Sex Offenders Registration Act of the State of Michigan, Act 295 of 1994, as amended (MCL 28.721 et seq.) within 90 days of the date the person is required to report pursuant to the Act.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. _____

MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter 
City Attorney

DATE: January 8, 2016

RE: Update to Possession of Marijuana Ordinance

Attached is a proposed Ordinance which will update our current possession and use of marijuana ordinance. The proposed ordinance accomplishes the following:

1. Uses the spelling of marijuana with an “h” and marijuana with a “j” interchangeably as the new statutes and amendments tend to use the spelling with an “h”.
2. Adds a definition of “useable marijuana”. This is important for the new section regarding transporting marijuana.
3. Updates the language to include possession in compliance with the Michigan Medical Marihuana Act.
4. Adds clarifying language for the one time deferrals allowed under the provisions of section 7411 of the Public Health Code. Our current ordinance includes some of that language but the reference to the section eliminates any issue of differences in the ordinance and statute.
5. Adds a section to make it illegal for a person to transport useable marijuana in a motor vehicle except in compliance with that statute. This is the most important part of this revision as we continue to see people possessing marijuana in motor vehicles who have medical marijuana cards. Under this ordinance it is illegal to transport marijuana in a vehicle except in compliance with the provisions of that section even if the person has a medical marijuana card.

I would request that this ordinance be referred to the Council at their February 1 regular meeting or February 8 work session at your option. If you have any questions please contact me at your convenience.

cc: Chief Carmody
Lt. Maguffee

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 50-162
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 50-162 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 50-162. Possession and use of marihuana.

(a) As used in this section the following definitions shall apply.

1. *Marihuana (marijuana)* means that term as defined in section 7106 of the Public Health Code of the State of Michigan, PA 368 of 1978, MCL 333.7106(4) as amended.

2. *Useable marihuana (marijuana)* means that term as defined in section 26423 of the Public Health Code, MCL 333.26423(k) as amended.

(b) It shall be unlawful for any person who has not obtained a license from the State Board of Pharmacy as required by Act 368 of the Public Acts of the State of Michigan of 1978, MCL 333.7101 et seq, as amended, or does not possess a valid registry identification card and is in full compliance with the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 et seq, as amended, to knowingly possess or use marihuana (marijuana).

(c) When any person who has not previously been convicted of any offense under this Code, or under the controlled substances provisions of the Public Health Code of 1978, as amended, or under any statute of the United States or of any state relating to narcotic drugs, cocoa leaves, marihuana, or stimulant, depressant or hallucinogenic drugs, pleads guilty to or is found guilty of possession or use of marihuana, the court, may sentence that person in accordance with the terms and conditions of section 7411 of the Public Health Code, MCL 333.7411, as amended.

(d) A person shall not transport or possess usable marihuana (marijuana) as defined in section 26423 of the Public Health Code, 1978 PA 368, MCL 333.26423, in or upon a motor vehicle or any self-propelled vehicle designed for land travel unless the usable marihuana (marijuana) is 1 or more of the following:

1. Enclosed in a case that is carried in the trunk of the vehicle.

2. Enclosed in a case that is not readily accessible from the interior of the vehicle, if the vehicle in which the person is traveling does not have a trunk.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. _____

CONDITIONAL TRANSFER OF PROPERTY AGREEMENT

This Conditional Transfer of Property Agreement is made as of _____, 2016, between the City of Wyoming, a Michigan home rule city with a principal office address of 1155-28th Street SW, Wyoming, MI 49509 (the "City") and Byron Township, a Michigan general law township with a principal office address of 8085 Byron Center Avenue, Byron Center, MI 49315 (the "Township").

RECITALS

A. 1984 PA 425, as amended, MCL 124.21 *et seq.* ("Act 425"), authorizes two or more "local units" of government to enter into an agreement providing for (i) the conditional transfer of property for the purpose of providing for and enhancing one or more economic development projects, (ii) the jurisdiction over the transferred property, (iii) the sharing of taxes and other specific revenues, and (iv) certain related matters as provided in Act 425.

B. The City and the Township are both "local units" as defined by Act 425.

C. Gable Holdings II, LLC ("Gable") has an interest as purchaser in following described Parcels 1, 2 and 3 in the Township, and Consumers Energy is the owner of the following described Parcel 4 in the Township (collectively the "Gable Property").

The land is in Byron Township, Kent County, Michigan and is described as follows:

Parcel 1: The North 280.5 feet of Northwest fractional 1/4, EXCEPT East 500 feet, Section 2, Town 5 North, Range 12 West. ALSO EXCEPTING THEREFROM that part deeded to the Michigan Department of Transportation as disclosed by Warranty Deed recorded in Liber 5145, page 142, Kent County Records. Tax Identification No. 41-21-02-100-054.

and

Parcel 2: The North fractional 1/4 of the Northwest fractional 1/4, Section 2, Town 5 North, Range 12 West, EXCEPT North 412.5 feet; also part of Southwest 1/4 of the Northwest fractional 1/4, commencing 1166.3 feet South 0 degrees 00 minutes along West section line from Northwest corner of said Section; thence South 89 degrees 22 minutes East 1323 feet more or less to the West 1/8 line; thence North 0 degrees 10 minutes West 14 feet, more or less along the West 1/8 line to North 1/8 line; thence North 89 degrees 23 minutes West along North 1/8 line 1322.95 feet to the West section line; thence South 0 degrees 00 minutes 33.62 feet to place of beginning. ALSO EXCEPTING THEREFROM that part deeded to the Michigan Department of Transportation as disclosed by Warranty Deed recorded in Liber 5145, page 142, Kent County Records. Tax Identification No. 41-21-02-100-056.

and

PARCEL 3: The North 280.5 feet of East 300 feet of Northwest fractional 1/4, Section 2, Town 5 North, Range 12 West. Tax Identification No. 41-21-02-100-003.

and

PARCEL 4: A strip of land 132 feet in width across the NW 1/4 of Section 2, T5N, R12W, being more particularly described as follows: To find the place of beginning of this description commence at the Northwest corner of said section; run thence S 00°21'20" W along the West line of said section 280.5 feet to the place of beginning of this description; thence continuing S 00°21'20" W along the West line of said section 132 feet; thence S 89°23'00" E parallel with the North line of said section 2641 feet to the North and South 1/4 line of said section; thence N 00°02'00" E along said North and South 1/4 line of said section 132.01 feet to a point 280.5 feet distant Southerly from the N 1/4 post of said section, as measured along said North and South 1/4 line of said section; thence N 89°23'00" W parallel with the North line of said section 2639.3 feet to the place of beginning. Part of Tax Identification No. 41-21-02-200-037.

D. The following described approximately .129 acres of property, commonly known as 1270 60th Street SW, is nearly surrounded by the Gable Property and is owned by other persons for whom it is their principal residence ("Parcel B").

The North 280.5 feet of the West 200 feet of the East 500 feet of the Northwest fractional ¼, Section 2, Town 5 North, Range 12 West. Tax Identification No. 41-21-02-100-002.

E. Gable wishes to construct an industrial park on the Gable Property (the "Project"), which is an "economic development project" as defined in Act 425.

F. In order to construct the Project, Gable will need public water and sanitary sewer service to serve the Gable Property and City water and sanitary sewer services are significantly closer to the Gable Property than are Township water and sanitary sewer service.

G. While Parcel B has no immediate need for public water or sanitary sewer service, when public water and sanitary sewer service is available to the Gable Property it will also be available to Parcel B, and when well or septic system on Parcel B fails or when the property is sold to others public water or sanitary sewer service may then be necessary or desirable.

H. Accordingly, the City and the Township propose that the Gable Property be immediately conditionally transferred from the Township to the City pursuant to Act 425 and the terms and conditions of this Agreement but that Parcel B will be conditionally transferred to the City only when certain conditions as provided in this Agreement are met.

I. Pursuant to Act 425, the City Council held a public hearing on _____, 201_, and the Township Board held on a public hearing on _____, 201_, regarding this Agreement and the conditional transfer of the Gable Property and, when the conditions are met, Parcel B (the property that is conditionally transferred, initially the Gable Property and, subsequently, together with Parcel B, are referred after the effective date(s) of their respective conditional transfers as the "Conditionally Transferred Area").

J. The City Council and the Township Board have each determined, by the majority of the members elected and serving on each body, to enter into this Agreement.

K. Neither the City Council nor the Township Board adopted a resolution calling for a referendum on the conditional transfer of the Conditionally Transferred Area pursuant to this Agreement and more than 30 days have elapsed since public hearings were held regarding this Agreement and the conditional transfer of the Conditionally Transferred Area and neither the City Clerk nor the Township City Clerk has received a petition calling for a referendum on such transfer.

L. The City and the Township both find that the conditional transfer of the Conditionally Transferred Area from the City to the Township will encourage, promote and assist economic development in the Conditionally Transferred Area for the general benefit of residents of both the City and the Township.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

ARTICLE I

PURPOSE, AUTHORITY, CONSIDERED FACTORS, AND REPRESENTATIONS

1.1 Purpose. This Agreement is intended to fully effect and fully address all matters concerning the conditional transfer of the Conditionally Transferred Area from the jurisdiction of the Township to the jurisdiction of the City.

1.2 Authority. This Agreement is made pursuant to Act 425, as well as the general authority of each of the parties under the statutes authorizing their organization and existence, as well as the City Charter of the City of Wyoming.

1.3 Considered Factors. The City and the Township have, as required by Act 425, considered the following factors prior to entering into this Agreement:

A. The composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries and drainage basins; past and probable future growth,

including population increase and business, commercial and industrial development within the Conditionally Transferred Area and comparative data for the Township and the City and that portion of the Township remaining after the transfer of the Conditionally Transferred Area.

B. The need for organized community services; the present costs and adequacy of governmental services in the Conditionally Transferred Area; the probable future need for services in such area; the practicability of supplying such services in such area; the probable effect of the transfer and of alternative courses of action on the cost and adequacy of services in such area and the remaining portions of the City and the Township, the probable change in taxes and tax rates in such area in relation to the benefits expected to accrue from the transfer; and the financial ability of the City to provide and maintain services in the Conditionally Transferred Area.

C. The general effect of the conditional transfer upon the City and the Township and the relationship of the conditional transfer to any established land use plans.

1.4 Representations. The Township represents and covenants that it has not represented to any obligees, lenders, bondholders or creditors that it is dependent upon any revenue from the Conditionally Transferred Area to meet any obligations of the Township or any entity created or controlled by the Township. The Township further represents and covenants that it knows of no special assessments which have been levied and are outstanding against any of the Conditionally Transferred Area.

ARTICLE II TRANSFER AND EFFECTS

2.1 Transfer of Property. The Gable Property is conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City as provided in and subject to all the terms and conditions of this Agreement as of the effective date of this Agreement. As provided in section 2.9 of this Agreement, Parcel B shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City as provided in and subject to all the terms and conditions of this Agreement.

2.2 Effects of Transfer. Except as otherwise specifically provided in this Agreement, the Conditionally Transferred Area shall, for all purposes, be within the jurisdiction of the City and the Township shall have no jurisdiction over such Conditionally Transferred Area. The following shall specifically apply:

A. Upon transfer of the Conditionally Transferred Area, the City shall have jurisdiction over the zoning of and the City's zoning ordinance shall apply to the zoning of the Conditionally Transferred Area. Unless and until any rezoning of the Conditionally Transferred Area occurs, the Property will retain its existing zoning under the Township zoning ordinance. The City shall be responsible for enforcement of the zoning requirements for the Conditional Transferred Property.

B. In order to assure continuity and due to the proximity of municipal services and consequent efficiency in providing such services, governmental services shall be provided to the Conditionally Transferred Area as follows:

1. Unless the City and the Township otherwise agree in writing, the Conditionally Transferred Area shall be served and the users thereof shall be customers of the City's water and sanitary sewer systems.

2. The City shall provide all governmental services, including without limitation, police and fire protection; building permits; building, property maintenance, mechanical, electrical, plumbing and fire code enforcement; real and personal property assessment and collection services; and street and road maintenance and repair. Such services shall be provided by the City to the Conditionally Transferred Area and its occupants on the same basis as it provides such governmental services within its jurisdictional limits. The Township shall have no obligation to provide such governmental services to the Conditionally Transferred Area or its occupants. This Agreement shall not affect any mutual aid agreements involving the parties.

3. The City and the Township shall jointly cooperate on the economic development of the Conditionally Transferred Area.

2.3 Applicability and Enforcement of Ordinances. Except as provided elsewhere in this Agreement, the Conditionally Transferred Area will be treated as being within the City's legal limits for the purpose of applying and enforcing all ordinances, rules and regulations.

2.4 Property Taxes. For the purposes of all taxation of real and personal property within the Conditionally Transferred Area, the Conditionally Transferred Area shall be considered as being within the City's legal limits and jurisdiction. However, any real or personal property taxes levied against such property comprising the Conditionally Transferred Area on the Township's tax roll for 2016 and prior years shall remain a lien on the affected property in the Conditionally Transferred Area and, when collected, such taxes, including any applicable penalties, interest and administration fees shall belong to the Township.

2.5 Special Assessments. The Conditionally Transferred Area shall be treated as being within the City's legal limits and jurisdiction for purposes of the levy of any special assessments.

2.6 Rates, Charges and Fees. Except as provided elsewhere in this Agreement, all rates, charges, fees and other costs for governmental services provided by the City within the Conditionally Transferred Area shall be calculated, levied and collected on the same basis as if such Conditionally Transferred Area was within the City's legal limits and jurisdiction.

2.7 Voting. Any person residing within the Conditionally Transferred Area shall be entitled to vote on the same basis as if such Conditionally Transferred Area were located within the City's legal limits.

2.8 Property Tax Abatements.

A. The City may, without the Township's approval or consent, approve property tax abatements for eligible property located within the Conditionally Transferred Area pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* ("Act 198"). The City shall apply the Township's policy for determining whether to approve any such tax abatement and for how long that tax abatement will remain in effect.

B. However, the City may not approve a property tax abatement for real or personal property located within the Conditionally Transferred Area pursuant any law other than Act 198 without the Township's prior written approval.

2.9 Parcel B Transfer.

A. The conditional transfer of Parcel B from the jurisdiction of the Township to the jurisdiction of the City shall occur as provided in this Section 2.9.

1. If the then owner of Parcel B seeks public water or sanitary sewer service for Parcel B and that request is approved by a resolution of the City Council that also refers to this provision of this Agreement, the conditional transfer of Parcel B from the jurisdiction of the Township to the jurisdiction of the City shall take effect when a certified copy of that resolution is filed with the Kent County Clerk and the Secretary of State. Parcel B will then be treated as part of the Conditionally Transferred Area.

2. If Parcel B is conveyed by the then owner of Parcel B to non-residential use or Parcel B is no longer used as a single family residence and the Township Supervisor and City Manager have jointly signed a statement that one of those two conditions have occurred that also refers to this provision of this Agreement, the conditional transfer of Parcel B from the jurisdiction of the Township to the jurisdiction of the City shall take effect when that statement is filed with the Kent County Clerk and the Secretary of State. Parcel B will then be treated as part of the Conditionally Transferred Area.

B. Until the actions required by subsections 2.9.A.1 or 2.9.A.2 have occurred, Parcel B shall, for all purposes, remain within the jurisdiction of the Township and Parcel B shall not be part of or treated as part of the Conditionally Transferred Area.

C. Until the actions required by subsections 2.9.A.1 or 2.9.A.2 have occurred, neither the City nor the Township shall provide public water or sanitary sewer service to Parcel B and the Township shall not consent to any other person or entity providing water or sanitary sewer service to Parcel B.

ARTICLE III
SHARING OF TAXES AND OTHER REVENUES

3.1 Sharing of Property Taxes.

A. The City shall pay the Township from the City's levy of *ad valorem* property taxes upon all taxable property comprising or within the Conditionally Transferred Area each statutory tax year beginning with the statutory tax year ending December 31, 2017 (*i.e.*, beginning with the July 1, 2017, tax levy), and continuing for each statutory year thereafter during the term of this Agreement an amount equal to the levy of 2.5 mills on that year's taxable value of that taxable property. That amount shall be paid by March 15 of the year following the year in which the City levies those taxes (e.g., on March 15, 2018 for the taxes billed on July 1, 2017). The taxable value of the taxable property comprising or within the Conditionally Transferred Area shall be adjusted each year in accordance with state law.

B. If a tax abatement is granted by the City pursuant to section 2.8 that fixes or reduces the taxable value of the taxable property comprising or within the Conditionally Transferred Area, the amount of shared revenues shall be reduced in accordance with that fixed or reduced taxable value. If a tax abatement is granted by the City pursuant to section 2.8 that reduces the rate at which the taxable property comprising or within the Conditionally Transferred Area is taxed (e.g., by reducing the rate of *ad valorem* taxes levied by the City against the taxable property comprising or within Conditionally Transferred Area or by providing for an industrial facilities tax levied at one-half the rate of the City's millage rate), the amount paid by the City to the Township pursuant to this section shall be proportionately reduced.

C. If a change in state law results in either reductions or increases in the property tax (or industrial facilities tax) revenues collected from taxation of the taxable property comprising or within the Conditionally Transferred Area from what would be collected if the state property tax law and Act 198 as in effect on December 31, 2015, were applied, then the City and the Township share proportionally share in that decrease or increase based on their current *ad valorem* property tax rates (2.2 mills for the Township and 4.6995 mills for the City).

3.2 Other Revenues. The City shall be entitled to apply for, receive, and retain all gas and weight taxes or other revenues received pursuant to 1951 PA 51, as amended, MCL 247.651 *et seq.*, sales tax revenues, local community stabilization share of use taxes, revenue sharing revenue and all other applicable revenue that may be available during the term of this Agreement related to the Conditionally Transferred Area as if the Conditionally Transferred Area was within the City's legal limits.

3.3 Gifts, Grants, Etc. All gifts, grants, assistance funds, bequests or other funds from any public or private source given, awarded or obtained as a result of the Conditionally Transferred Area or any activity performed upon or within the Conditionally Transferred Area, the occupancy of the Conditionally Transferred Area, or for any reason arising from the existence or jurisdiction of the Conditionally Transferred Area shall belong to the City.

ARTICLE IV
TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be 50 years expiring at 11:59 p.m. local time on the date 50 years from the date of execution of this Agreement in 2066.

4.2 Effect of Expiration. Upon the expiration of this Agreement at the end of its term, the Conditionally Transferred Area shall for all purposes be within the City's legal limits and jurisdiction.

4.3 No Early Termination. Neither the City nor the Township may unilaterally terminate this Agreement before the end of its term for any reason, including any breach of this Agreement by the other party, except as set forth in this Agreement. The City and the Township agree that specific performance is the only appropriate remedy for enforcing the terms of this Agreement. The parties agree that if a party is ordered to specifically perform an obligation under this Agreement, such party shall reimburse the prevailing party for its costs and expenses of litigation including, without limitation, attorney fees.

4.4 Termination for Failure to Rezone. This Agreement shall automatically terminate without penalty to any party if Parcels 1, 2 and 3 of the Gable Property have not been rezoned by the City to an industrial zoning district by December 31, 2017. If the City rezones Parcels 1, 2 and 3 of the Gable Property to an

industrial zoning district on or before December 31, 2017, this Section 4.4 shall have no further force or effect.

ARTICLE V MISCELLANEOUS

5.1 Notices. Any notice, demand, communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first-class mail addressed to those addresses first provided above. Either party may, by written notice designate any further or different address to which subsequent notices, demands or communications may be given.

5.2 Defense of Agreement. Each party will in good faith defend the validity of this Agreement.

5.3 Assignment. No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the written consent of both parties.

5.4 Interpretation. The headings in this Agreement are for reference purposes only and shall not affect its meaning or interpretation. This Agreement is the entire agreement between the parties with respect to its subject matter. It supersedes and replaces all previous or contemporaneous, expressed or implied, written or oral statements, covenants, representations or agreements. No oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall be of any effect, and both parties specifically acknowledge, in entering into and executing this Agreement, they are relying solely upon the representations and agreements in this Agreement and no others. This Agreement may not be amended except in writing by the parties following public hearings before and resolutions adopted by the City Council and the Township Board. This Agreement may be executed in any number of counterparts and each counterpart shall be considered a valid original. Both parties have consulted legal counsel and had input into the drafting of this Agreement. It shall therefore be construed as if it were mutually drafted.

5.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable by judgment of a court of competent jurisdiction, its unenforceability shall not affect the remainder of this Agreement which shall remain in effect and enforceable in accordance with its terms, unless such severance would materially destroy the intent of the parties in entering into this Agreement, in which case the parties shall immediately commence negotiations to achieve a revised fully valid and enforceable Agreement. However, if the City and the Township have not both executed such a revised fully valid and enforceable Agreement within 60 days after entry of a judgment by the court, then either party may terminate this Agreement by written notice to the other party.

5.6 Binding Effect. This Agreement shall bind the parties and any permitted successors and assigns.

5.7 Parties. This Agreement shall be enforceable only by the parties and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any provision in this Agreement.

5.8 Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by Wyoming and Byron Township, a duplicate original of this Agreement shall be filed with the Kent County Clerk and the Michigan Secretary of State. This Agreement certified by the County Clerk and Secretary of State shall be *prima facie* evidence of the conditional transfer of the Conditionally Transferred Area. This Agreement shall be effective at 12:01 a.m. local time on _____, 2016, provided it has been filed with the County Clerk and Secretary of State. The parties agree to the filing of additional documents such as notices, forms and reports that may be required or requested by county, state or other agencies to give full effect to and to fully implement this Agreement.

The parties have signed this Agreement as of the date first written above.

CITY OF WYOMING

BYRON TOWNSHIP

By: _____
Jack A. Poll, Mayor

By: _____
Audrey Nevins Weiss, Supervisor

Attest: _____
Kelli A. VandenBerg, Clerk

Attest: _____
Joel H. Hondorp, Clerk

Approved by City Council Resolution No. _____,
adopted on _____, 2016.

Approved by Township Board Resolution No.
_____, adopted on _____, 2016.

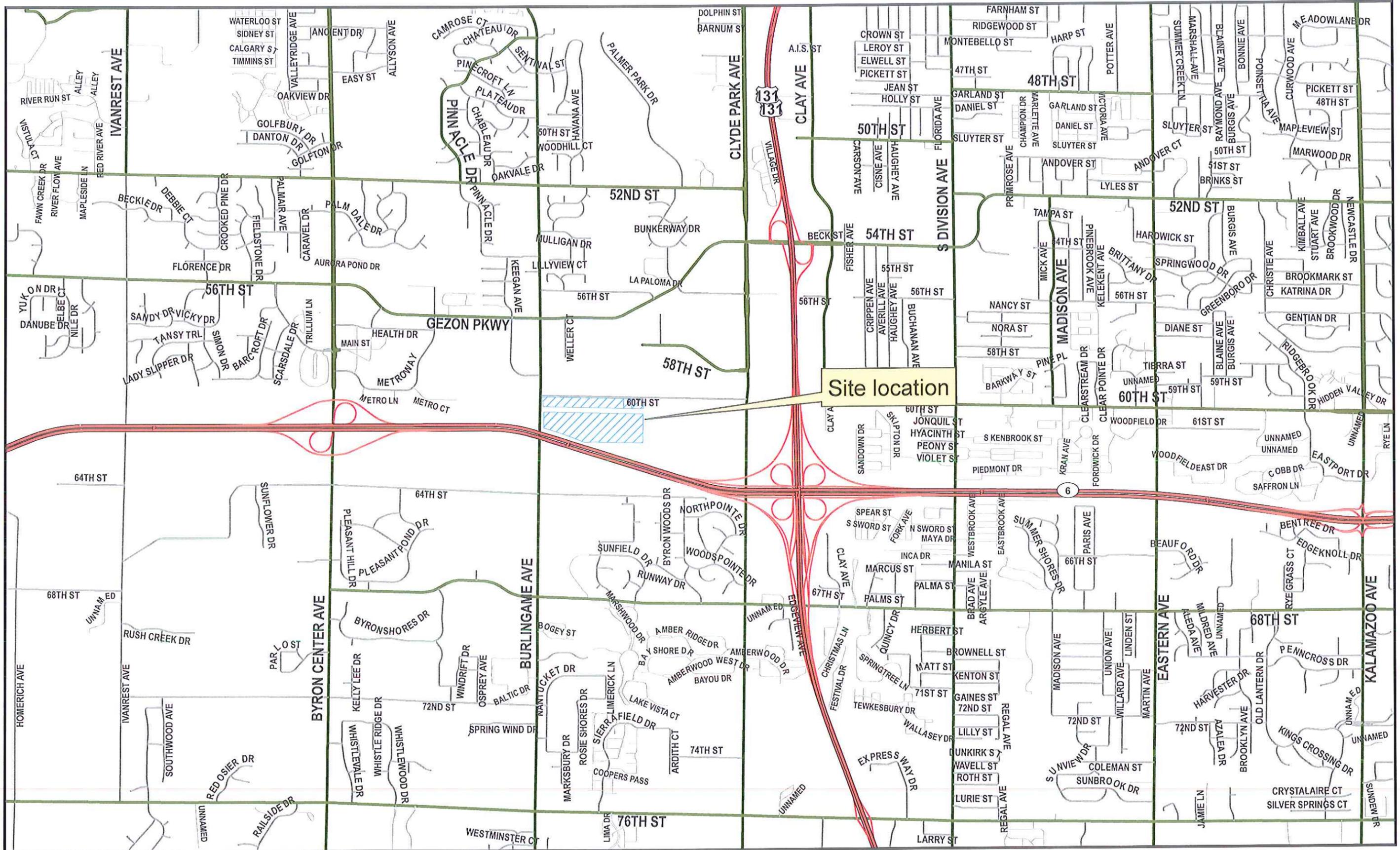
Acknowledged and consented to by:

GABLE HOLDINGS II, LLC

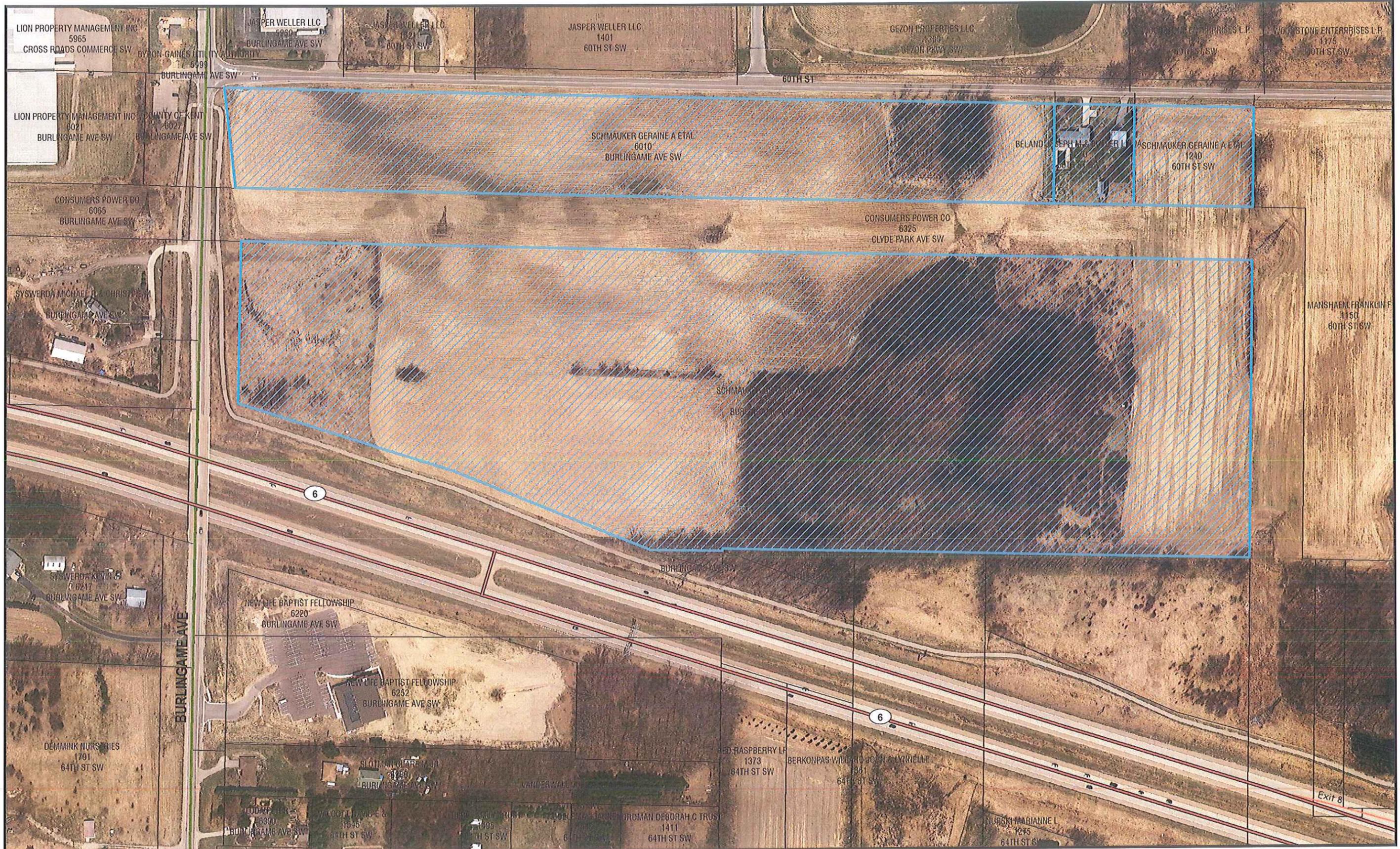
By: _____
Ned Quinn, Member

Date signed: _____, 2016

425 Agreement Area



425 Agreement Area





TREE CITY USA®

Tree City USA:

Growing Strong Communities

 Arbor Day Foundation®



Introduction

- Value
- Program
- Benefits
- Standards





VALUE



VALUE

Trees...

- Infrastructure
- Health
- Legacy
- Wise Investment

Worth Our Time.
Worth Our Resources.



TREE CITY USA®



Arbor Day Foundation®



VALUE

Humans instinctively prefer natural settings

- Increases employee productivity
- Reduces symptoms of ADHD
- Decreases crime
- Eases stress and anxiety





VALUE

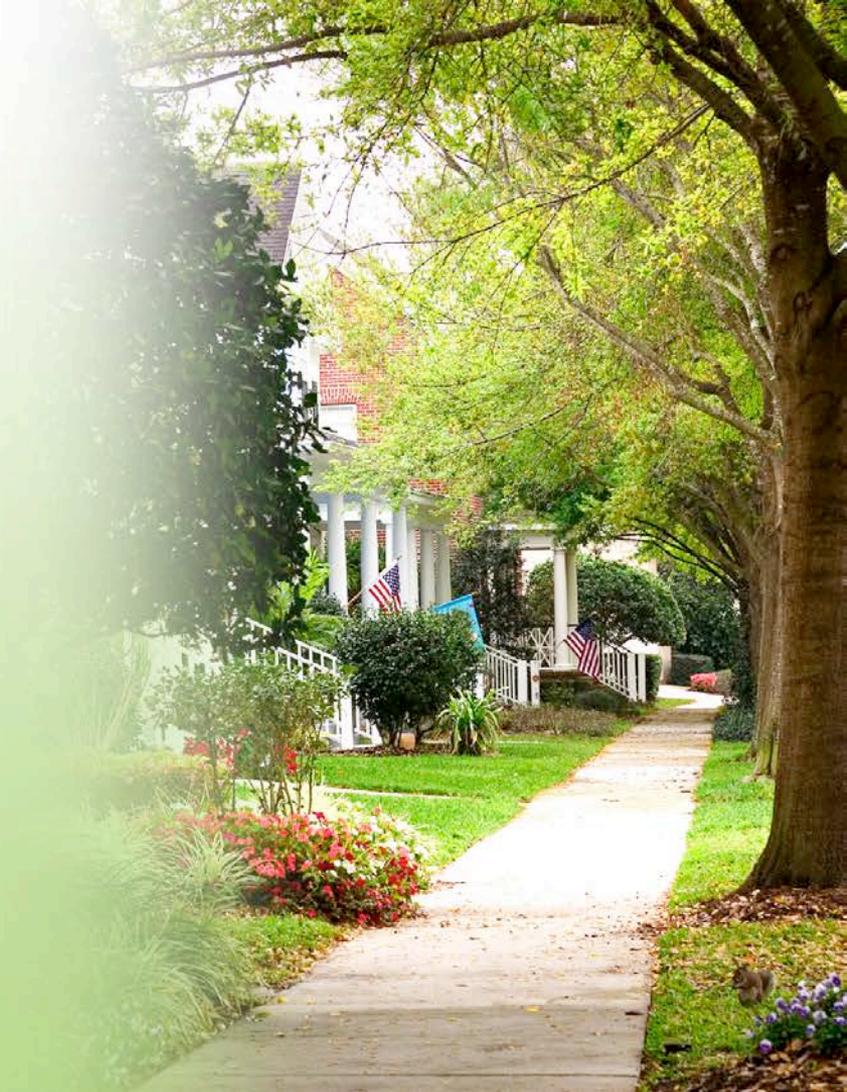
- Increased property value
- Treed streets = more frequent and longer shopping
- Shoppers spend more for goods and parking



TREE CITY USA



Arbor Day Foundation



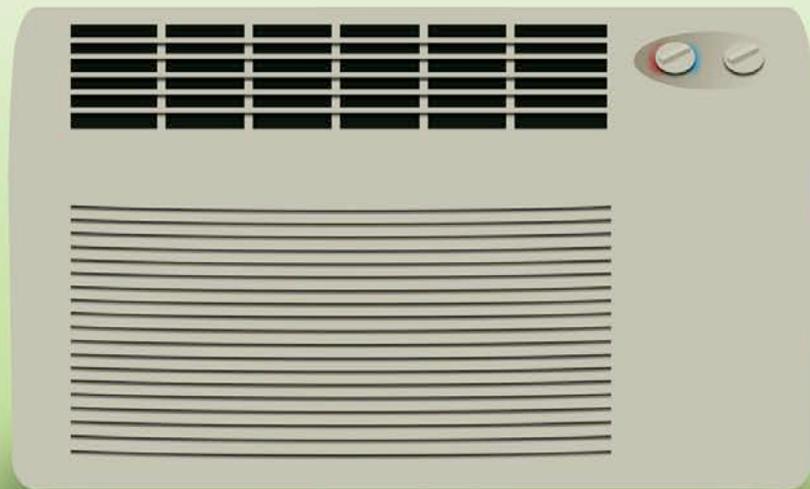


VALUE

100

=

1,000





VALUE



100
mature trees
catch

200,000
gallons of
rainwater/year



VALUE

100 Trees Over 40 Years:

Benefits = \$161,000

Energy
Air Quality
Runoff
Real Estate

Costs = \$89,000

Planting/Pruning
Removal/Disposal
Irrigation
Sidewalk Repair
Litter
Legal/Administration

Pay Off: \$72,000



PROGRAM

PROGRAM

Tree City USA Provides Community Forestry Program:

- Direction
- Technical assistance
- Public attention
- National recognition



TREE CITY USA®





PROGRAM

Longevity – Launched in 1976

Impact – Over 135 million people live in/near a Tree City

Network – Support from over 3,400 recognized communities



TREE CITY USA®



Arbor Day Foundation®





BENEFITS



BENEFITS

Framework for Action

- Provides direction
- Systematic management of tree resources





BENEFITS

Education

- Assistance through the application process
- Online resources
- Technical advice





BENEFITS

Public Image

- Quality of life
- Influence
- Desirability



BENEFITS

Citizen Pride





BENEFITS

Publicity

- Presentation of the Tree City USA award
- Arbor Day celebration
- Public education





STANDARDS



STANDARDS

1. Tree Board or Department
2. Tree Care Ordinance
3. Community Forestry Program
With Annual Budget of at Least
\$2 Per Capita
4. Arbor Day Observance
and Proclamation





STANDARDS

1. Tree Board or Department

- May be a professional forester/arborist, an entire forestry department or a tree board
- Group of volunteer citizens charged by ordinance with developing and administering a tree management program
- Legally responsible for the management of the community's trees



STANDARDS

2. Tree Care Ordinance

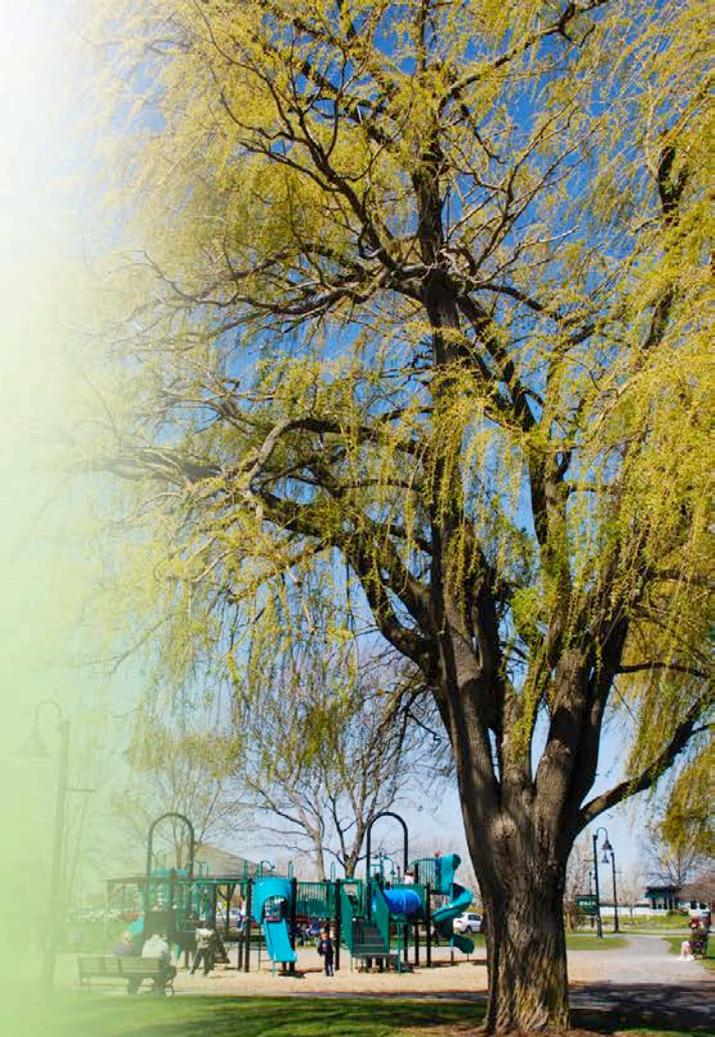
- Establishes a tree board and gives it responsibilities
- Guidance for planting, maintaining and removing trees on public property
- Provides an opportunity to set good policy that is legally enforceable



TREE CITY USA®



Arbor Day Foundation®





STANDARDS

3. Community Forestry Program With Annual Budget of at Least \$2 Per Capita

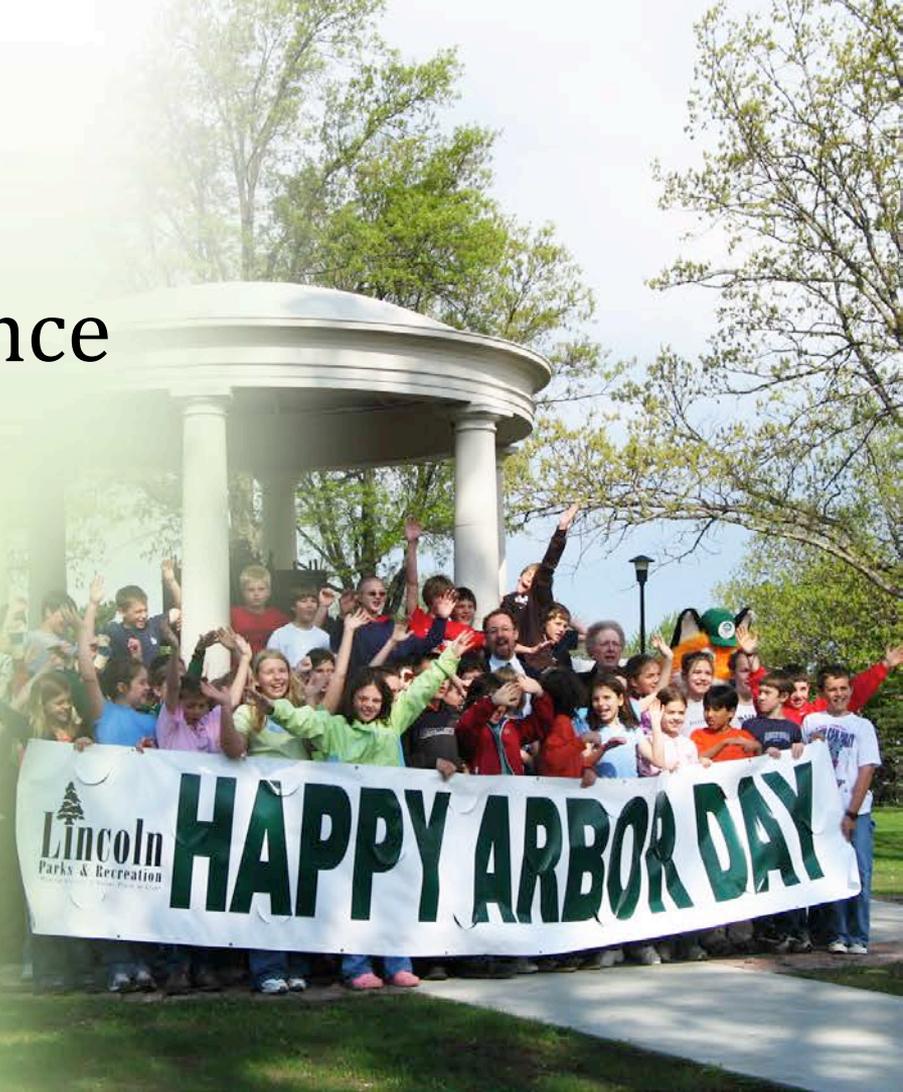
- Percentage of city workers' salaries spent on tree care
- Tree planting/watering/fertilizing
- Equipment rental/purchase/maintenance
- Arbor Day expenses
- Tree care conferences, workshops, memberships
- Value of volunteer labor

STANDARDS

4. Arbor Day Observance and Proclamation

Opportunity to inform and engage the broader community through:

- Tree Planting
- Awards Ceremony
- Education





STANDARDS

Steps to become a Tree City USA

- Meet the Four Standards
- Complete and upload application documents each year by December 31 - *No Fee!*
- Apply at arborday.org/TreeCityUSA





Summary

- Value
- Program
- Benefits
- Standards



Purpose through Process

Trees...

Worth Our Time. Worth Our Resources.

“A town is saved, not more by the righteous men in it than by the woods...that surround it.”

-Henry David Thoreau



TREE CITY USA®

Thank You

Learn more at
arborday.org/treecityusa

 Arbor Day Foundation®