

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 20, 2011 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Jon Lewis, Resurrection Life Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of June 6, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Kent District Library 2010 Annual Report, presented by Lance Werner, KDL Director, Lori Holland, Wyoming Branch Manager and Vickie Hoekstra, KDL Board Member.
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
No. 44: To Appropriate \$20,000 of budgetary authority for Mast Arm Signal at Metro Way and Gezon Parkway.
- 14) Consent Agenda**
 - a) To Set a Public Hearing Regarding the Edward Byrne Memorial Justice Assistant Grant (July 5, 2011 at 7:01 p.m.)
- 15) Resolutions**
 - b) To Adopt Records Retention and Disposal Schedules
 - c) To Approve the Grand Valley Regional Biosolids Authority Annual Budget for Fiscal Year 2011-12
 - d) To Consider an Application for a New Tavern Licensed Business for Wyoming City Pizza LLC, located at 952 28th Street SW
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - e) To Accept a Quotation from AIS to Repair and Upgrade the Firearms Simulator
 - f) To Accept a Proposal from Clark Hill for Legal Services
 - g) To Accept a Proposal from Tetra Tech of Michigan and to Authorize the City Manager to Acknowledge Acceptance of the Proposal
 - h) To Authorize a Contract for Specific Home Repair Services

- i) To Authorize an Agreement with Compassion This Way, Inc., to Provide Public Services within the Taft Street Neighborhood
- j) To Enter into a Cooperative 21st Century Community Learning Center Summer Programming Expansion Agreement with Wyoming Public Schools – Cohort D
- k) To Enter into a Cooperative 21st Century Community Learning Center Summer Programming Expansion Agreement with Wyoming Public Schools – Cohort E
- l) To Enter into a Cooperative 21st Century Community Learning Center Summer Programming Expansion Agreement with Wyoming Public Schools – Cohort F
- m) To Enter into a Cooperative 21st Century Community Learning Center Agreement with Wyoming Public Schools – Cohort D
- n) To Enter into a Cooperative 21st Century Community Learning Center Agreement with Wyoming Public Schools – Cohort E
- o) To Enter into a Cooperative 21st Century Community Learning Center Agreement with Wyoming Public Schools – Cohort F
- p) To Authorize Final Payment to the Michigan Department of Transportation for the 2009 Resurfacing Program (Budget Amendment No. 42)
- q) To Authorize Payment to the Michigan Department of Transportation for the Intelligent Transportation System in the 44th Street and Division Avenue (Budget Amendment No. 43)
- r) To Award a Bid for Street Repair at 5555 Ivanrest Avenue
- s) To Award a Bid for Cleaning and Disinfecting Services
- t) To Authorize the Purchase of IP Wireless Phones and Unified Transmitter/Receivers
- u) To Authorize the Purchase of Hydrofluosilicic Acid and Aluminum Sulfate
- v) To Authorize the Purchase of Office Supplies, Paper and Toner

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

- a) Pending Litigation

21) Adjournment

2010

KDL Annual Report

Information, Ideas, *Excitement!*



KDL

Kent District Library
www.kdl.org

Director's Letter

What an exciting year 2010 proved to be for Kent District Library! Use of our digital materials, such as eBooks, eAudiobooks, and eMusic, increased by over 120%, indicating a growing demand to access library materials whenever, wherever, and on whatever technology best serves our patrons' increasingly mobile lifestyles. Patrons continued to borrow physical materials in record numbers as well, with 2010 marking KDL's fifth straight year of increased circulation.



In 2010, we also launched our new three-year Strategic Plan. This Plan was created with direct input from our community partners so as to guarantee that KDL remains relevant in meeting the needs of our community.

In the remainder of this report, you will discover information attesting to KDL's commitment and success in providing first-rate library service. As we continue to grow and adapt to serve our communities, I am excited to see where the future takes us. As KDL's new Director, I also look forward to building relationships and working alongside our municipal and community partners in serving the citizens of Kent County. Working together, anything is possible!

Sincerely,

A handwritten signature in black ink, appearing to read "Lance Werner". The signature is fluid and cursive, with a long horizontal line extending to the right.

Lance Werner

2010 KDL Board of Trustees

Shirley A. Bruursema, Chair
Charles Fry, Vice Chair
Carol Simpson, Secretary
Charles R. Myers, Treasurer

C. Frances Gilcrest
Vickie Hoekstra
Scott E. Petersen
Penny Weller

Notable 2010 Achievements



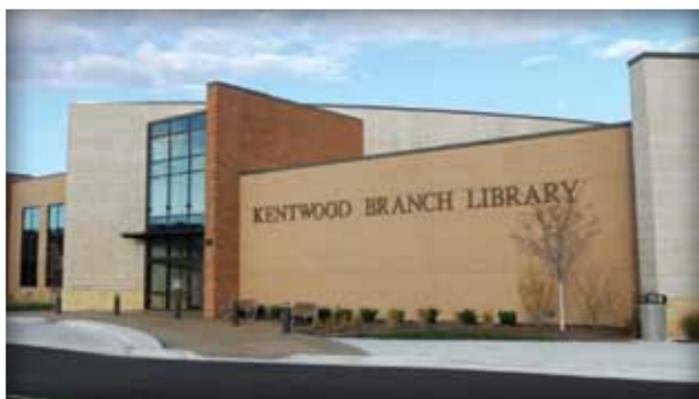
KDL was named a Star Library by *Library Journal*, a national award recognizing excellence in library service.



Expanded our digital download collection to offer over 500,000 free songs to patrons.



Added Mango Languages to our online database collection, providing users with interactive language-learning tutorials for 34 foreign languages as well as English as a second language (ESL) courses.



Opened a new KDL branch facility in Kentwood and broke ground for a new building in Caledonia.



Opened our first KDLville early literacy centers at the Alto, East Grand Rapids, Walker, and Wyoming branches.

"I love my library because I am currently unemployed and the library offers me the use of the computers to search for jobs as well as do research."

– Amanda Pifer, Sand Lake



Added self-service check-in book drops to several branch locations for additional efficiency in circulation of materials.



KDL's second "A Novel Experience" event with author David Baldacci received high praise and raised over \$29,000 for the KDL Fund in support of early literacy.



Partnered with Kent County First Steps to provide early literacy materials to first-time parents and their babies.

"We love taking in all the offerings for the kids. My girls love playing games on the computers, pretending restaurant in the 'Play Room,'... attending summer concerts or just looking for books and movies. When I tell them that we are going to the library, I never have to beg them to get in the car."

– Glenna Miedema, Byron Center

2010: By the Numbers

On a typical day in 2010, KDL welcomed almost 10,000 visitors to our 18 branch locations, over 6,000 visitors to our website, and lent almost 18,000 items.



Studies have shown that children who read throughout the summer perform better academically when school resumes. With almost 21,000 participants, more children participated in KDL's 2010 Summer Reading Club than any other summer reading club program in the state.

KDL patrons used our public computers and wireless internet access for a combined total of over 560,000 hours, or 64 years worth of time.



The average KDL patron would spend over \$500 on books, \$300 on CDs, and \$200 on DVDs each year if required to purchase the items borrowed from the library. The average cost per household that taxpayers spend for KDL's resources and services: \$60 a year.

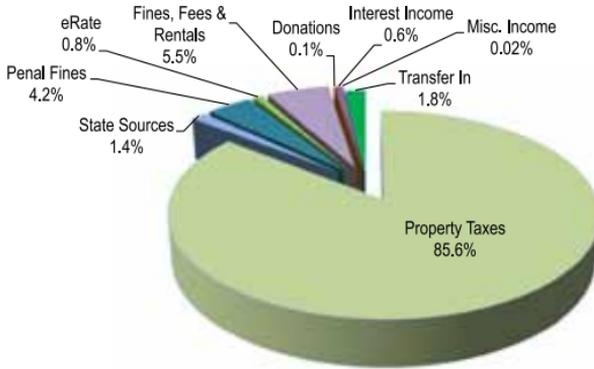
KDL patrons downloaded over 65,000 eBooks, eAudiobooks, and digital music files — over twice as many as the previous year. If purchased individually, the cost would amount to over \$690,000.



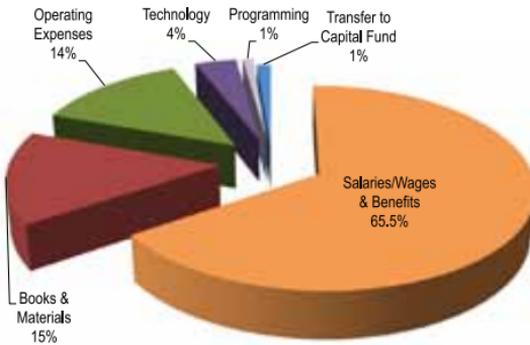
“I love having free access to books for my book club, personal reading, research, etc. – even downloadable audiobooks to listen to at the gym.”

– Christina Tazelaar, Kentwood

2010 Summary of Financial Information



Revenue	
Property Taxes - Millage (.88mills)	14,318,313
State Sources	232,042
Penal Fines	694,218
Universal Service Fund - eRate	130,870
Fines, Fees & Rentals	926,634
Donations	18,000
Interest Income	96,647
Miscellaneous Income	3,780
Transfer In - Capital & AGF Funds	298,315
TOTAL REVENUES	\$16,718,820



Expenditures	
Salaries/Wages	8,224,126
Benefits	2,371,405
Books & Materials	2,428,182
Operating Expenses	2,198,475
Technology (includes ILS & Internet)	597,139
Programming	152,963
Transfer to - Capital Fund	200,000
TOTAL EXPENDITURES	\$16,172,291

Fund Balance, Beginning of Year	2,692,826
Excess Revenues over Expenditures	546,529
TOTAL FUND BALANCE, End of Year	\$3,239,355

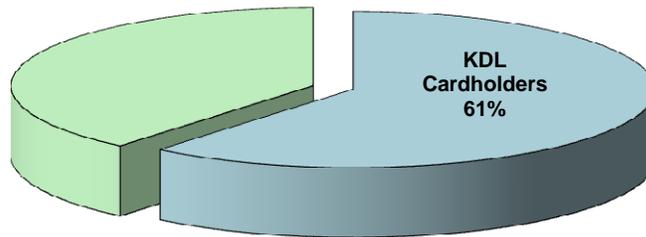
The Capital Fund was incorporated into the Operating Fund at year end.
 The above numbers have been derived from the 2010 Financial Statements.
 The complete audited Annual Financial Statements will be available after June 2011.

Wyoming Branch

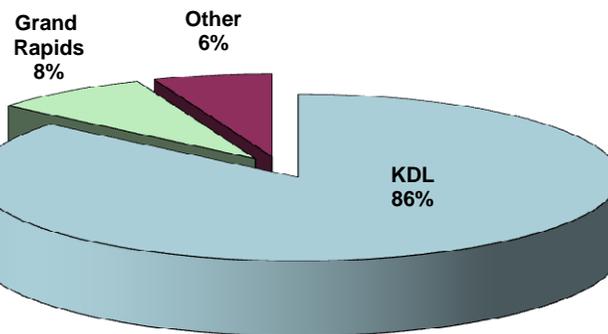
A branch of the Kent District Library

Branch Manager:	Mary Hollinrake (Jan. - Nov.) Lori Holland (Dec.)
Pop. of Service Area:	72,125
Building Size:	48,950 square feet
Public Computers:	49
Staff:	16.8 FTEs
Open Hours:	61 hours per week

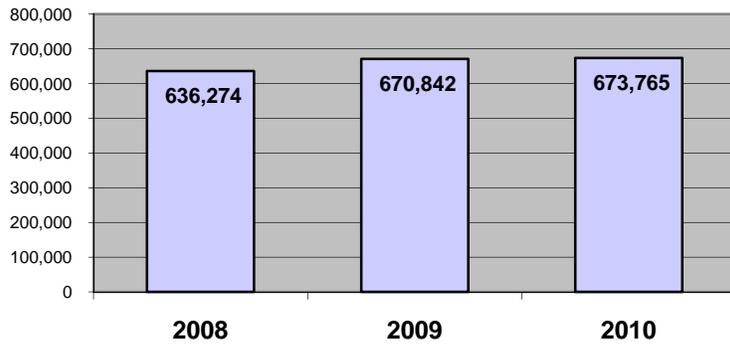
**2010 PERCENTAGE OF POPULATION
WITH LIBRARY CARDS**



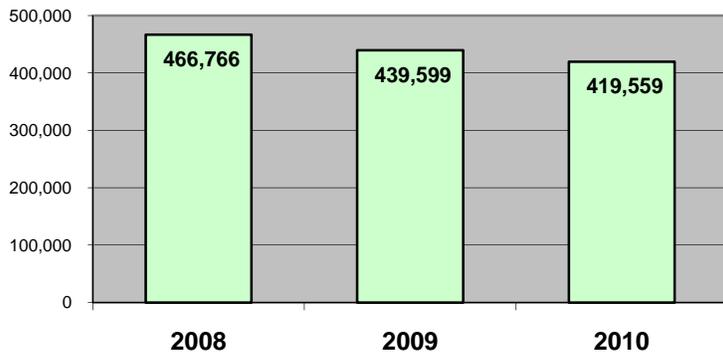
2010 BRANCH CHECK-OUTS BY RESIDENT



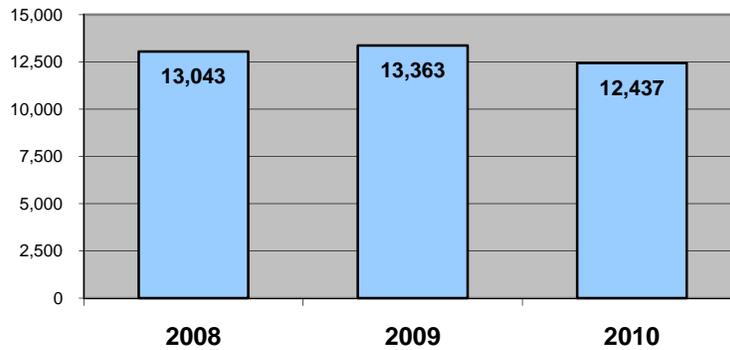
TOTAL ITEMS CHECKED-OUT
(0.4% increase from 2009 to 2010)



NUMBER OF BRANCH VISITORS
(5% decrease from 2009 to 2010)



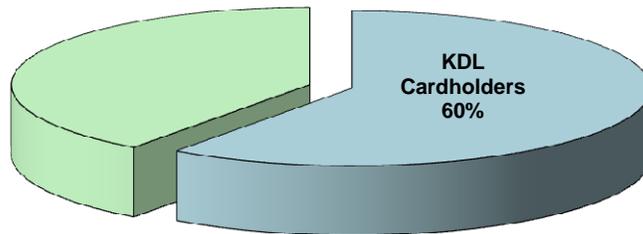
YOUTH & ADULT PROGRAM ATTENDANCE
(7% decrease from 2009 to 2010)



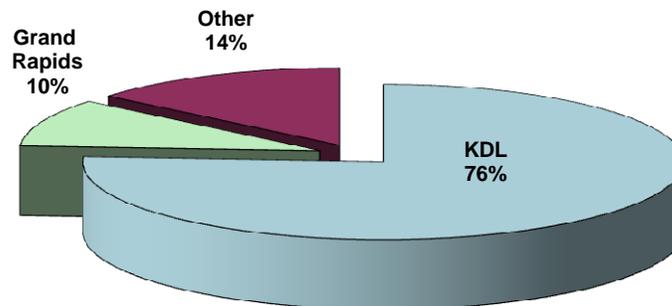
Kent District Library

Library Director:	Martha Esch (Jan. - Jun.)
Interim Library Director:	Cheryl Garrison (Jul. - Dec.)
Population of Service Area:	395,489
Collection Size:	1,033,222 items
Public Computers:	329
Staff:	195.8 FTEs
Open Hours:	898 hours per week

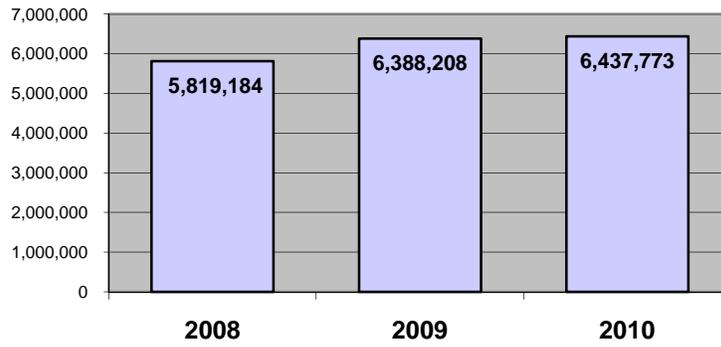
2010 PERCENTAGE OF POPULATION WITH LIBRARY CARDS



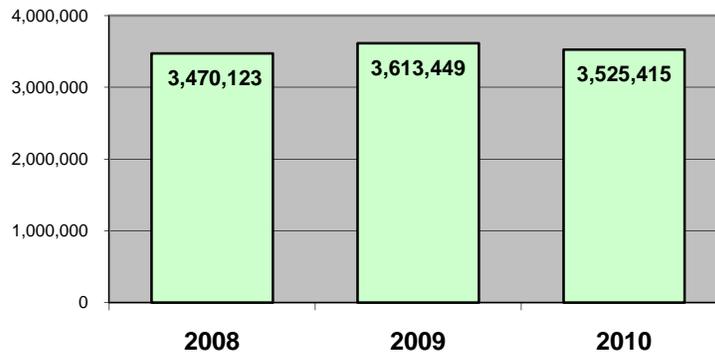
2010 CHECK-OUTS BY RESIDENT



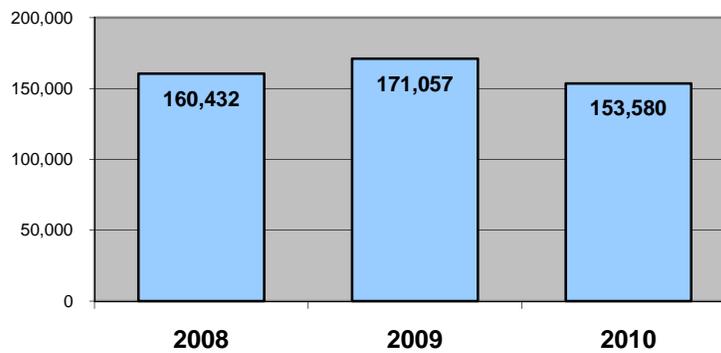
TOTAL ITEMS CHECKED-OUT
(1% increase from 2009 to 2010)



NUMBER OF BRANCH VISITORS
(2% decrease from 2009 to 2010)



YOUTH & ADULT PROGRAM ATTENDANCE
(10% decrease from 2009 to 2010)



RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING REGARDING
THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the City of Wyoming Police Department applied for an Edward Byrne Memorial Justice Assistance Grant in the amount of \$30,401 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions; and

WHEREAS, a requirement of the grant is that the City of Wyoming hold a public hearing for comment; now, therefore,

BE IT RESOLVED, that the City Council for the City of Wyoming does hereby set a public hearing to be held on Tuesday, July 5, 2011, at 7:01 p.m., for the purpose of receiving public comment on the use of the 2011 Edward Byrne Memorial Justice Grant Funds for program activities; and

BE IT FURTHER RESOLVED that the form of the notice to be published as follows:

Notice of Public Hearing
Edward Byrne Memorial Justice Assistance Grant

The City Council of the City of Wyoming will hold a public hearing on Tuesday, July 5, 2011, at 7:01 p.m. in the City Council Chambers for the purpose of receiving comment on the use of the 2011 Edward Byrne Memorial Justice Assistance Grant for program activities. The total amount of the funds to be received for 2011 is \$30,401. For information on the proposed program activities contact Wyoming Police Captain Brad Schutter at 530-7309. Written comments may be submitted to the City Clerk at 1155 28th Street SW Wyoming, MI 49509.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion Carried: _____ Yeas, _____ Nays.

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 the 20th day of June, 2011.

Heidi Isakson
Wyoming City Clerk

Resolution No. _____

06/20/11
hai

RESOLUTION NO. _____

RESOLUTION TO ADOPT RECORDS RETENTION
AND DISPOSAL SCHEDULES

WHEREAS, the City of Wyoming must provide for the proper retention and disposal of public records to ensure good government and comply with applicable laws; and

WHEREAS, on February 17, 1997, the City Council adopted by Resolution 17936 a Records Retention and Disposal Schedule that is now obsolete; and

WHEREAS, the Records Management Service of the State of Michigan has worked with local governments, professional associations, State Departments and the State Administrative Board to update and standardize local government records retention schedules; now, therefore,

BE IT RESOLVED THAT the City of Wyoming adopts as its official records retention and disposal schedules those schedules issued by the State of Michigan Records Management Service, or its successor agencies, as they exist at this time or may be revised in the future; and

BE IT FURTHER RESOLVED that Resolution 17936 is hereby rescinded.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas _____ Nays

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 the 20th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

FROM: Heidi A. Isakson, City Clerk

DATE: June 6, 2011

RE: Records Retention & Disposal Schedule

Our current Records Retention & Disposal Schedule was adopted by the City Council in 1997. That schedule was based on *General Schedule #8 -- Cities & Villages*, issued by the State of Michigan Archives in cooperation with the Michigan Municipal League and the State Administrative Board.

Local governments are allowed to modify General Schedules so long as they do not shorten required retention periods or permit the disposal of archive-quality material. Wyoming did modify Schedule #8 back in 1997 to create an “agency specific schedule”. Most of our changes were to accommodate functions that are lodged in departments different from the general schedule, e.g., water & sewer billing is in our Treasurer’s Office while GS #8 has it in Public Utilities.

In about 2004, the State of Michigan Records Management Services began reviewing, revising and reissuing many of the individual sections in GS #8 to bring them up to date. These revisions had the input and participation of relevant State departments and professional associations such as municipal finance directors, fire chiefs, police departments, etc. These revisions were issued as new General Schedules, creating the odd situation that we still have GS #8, but which contains a multitude of other General Schedules as chapters or sections.

I have encouraged individual Departments to use these updated schedules as they were issued. As I believe no more schedules are under review by the State, now is the time to officially update our City-wide retention schedule. My recommendation to the City Council is we adopt the State-issued schedules in their entirety (similar to the Uniform Traffic Code) and that we not modify them in any way to create an “agency specific schedule” as we did in the past. The various sections and schedules contained within the new document are not intended to be specific to *departments* but rather are specific to *functions*. Therefore, as only one example of many, if records associated with the function of employee benefits are listed in the Human Resources section, but we do those functions in the Finance Department, staff with employee benefit records should look to the HR section for guidance on records retention.

The benefits to adopting the state schedules include:

- An “agency specific schedule” requires review and approval by our auditor and attorney, by the State Administrative Board and by the Michigan Office of Records Management Services.
- Our own internal organization may change over time, making attempts to organize the records schedule by department rather than function a never-ending process.

- Future schedules or revisions issued by the State will become part of our schedule automatically.
- Records managers can keep records longer than the schedule dictates if that is necessary to the efficient operation of the Department. A change to the Schedule is not necessary to authorize a longer retention period.

The revised General Schedule #8, along with all the other new General Schedules that replaced certain chapters in GS#8, were compiled into a .pdf document, with bookmarks for each chapter, and posted on the City intranet. Department heads and supervisors were provided with the information contained in this memorandum, and asked to familiarize themselves with the changes and raise any questions. If the City Council adopts the resolution I propose and these new schedules, further training will be offered to employees.

As we discussed previously, I would like to provide a brief overview to the City Council at the June 13, 2011 work session, with proposed adoption on June 20, 2011.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE GRAND VALLEY REGIONAL BIOSOLIDS
AUTHORITY ANNUAL BUDGET FOR FISCAL YEAR 2011-12

WHEREAS, the City of Wyoming and the City of Grand Rapids jointly formed the Grand Valley Regional Biosolids Authority (the "GVRBA") in April 2004, a statutory authority created pursuant to Act 233 of Public Acts of Michigan of 1955, for the purpose of undertaking the acquisition, construction, financing and operation of a joint regional biosolids management project to process biosolids residuals originating at the treatment facilities of both the City of Grand Rapids and the City of Wyoming, and

WHEREAS, a Joint Biosolids Management Project Agreement was made and executed as of July 1, 2009 (the "Agreement"), by and between the City of Grand Rapids, the City of Wyoming and the Grand Valley Regional Biosolids Authority, and

WHEREAS, the Agreement requires the GVRBA Project Manager together with the Operations Team to prepare, present, and recommend to the Authority Board of Directors (the "Board") an annual operating budget, and

WHEREAS, each annual budget shall be approved by the Board and the City of Grand Rapids Commission and the Wyoming City Council in accordance with the provisions of the Authority's Articles of Incorporation and Bylaws, and

WHEREAS, the Board has reviewed and approved the attached GVRBA operating budget for fiscal year 2011-12 at the Board meeting held on June 9, 2011, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby approve the attached GVRBA operating budget for fiscal year 2011-12.

Councilmember _____ moved, seconded by Councilmember
_____ that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Attachments: Memorandum
GVRBA Budget Info

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

TO: Bill Dooley – Director of Public Works

FROM: Tom Kent – Deputy Director of Public Works

DATE: June 15, 2011

RE: Grand Valley Regional Biosolids Authority Update and 2011-12 Budget

This past year, the GVRBA Operations Team has been focused mainly on optimizing the performance of the new biosolids processing equipment and facilities. I am happy to report that the Ops Team has made significant progress in this regard and that overall, the system is working very well. Wyoming was able to transfer and process just over 1,000 dry tons of solids during the past year at times when we are normally prohibited from land application due to seasonal restrictions. The additional flexibility of having this third option for processing solids has decreased our operating costs for the storage, mixing and odor scrubbing of solids during the off-season and has also allowed us to enhance the overall quality and consistency of our biosolids product.

Currently, the GVRBA is in the process of initiating the last phase of construction work to enhance the building ventilation systems to remove excess heat buildup in the storage/blower building and to remove higher than anticipated hydrogen sulfide gas in the centrifuge/silo storage building. These two issues were discovered during normal start-up operations during the past year. The additional construction work to correct these problems is being funded through the existing construction project budget and will not require additional contributions from the partners.

The Operations Team recently completed preparation of the GVRBA budget for fiscal year 2011-12 (attached). This budget has already been reviewed and approved by the GVRBA Board at their meeting held on June 9, 2011. In summary, for fiscal year 2011-12, we have projected a modest overall budget decrease of approximately \$22,000 and the \$350.00 projected cost per dry ton is approximately the same as the current year. Of note, Wyoming's proportional share of the overall expenses has risen slightly as we continue to see some growth in flows and loadings (and solids) at the Wyoming CWP while the converse is true in the City of Grand Rapids.

As required by the GVRBA Joint Biosolids Project Management Agreement, we will be seeking City Council approval of the GVRBA budget for fiscal year 2011-12 via the attached resolution at the regular session meeting scheduled for June 20th.

Attachment: GVRBA Budget Info-FY11-12

	A	B	C	D	E	F
1	Information					
2	Annual Biosolids Dry Tons			FY2012	YTD	%
3	GRWWTP				0%	
4	Amount sent to municipal solid waste landfill			11,734.4	-	0%
5			<i>GRWWTP Sub-Total</i>	11,734.4	-	0%
6	WCWP					
7	Amount sent to municipal solid waste landfill			1,517.3	-	0%
8	Amount applied to land in bulk form			6,048.9	-	0%
9			<i>WCWP Sub-Total</i>	7,566.2	-	0%
10			Total	19,300.6	-	0%
11	Partner Percentage of Total					
12	GRWWTP			60.80%	0.00%	0%
13	WCWP			39.20%	0.00%	0%
14	Annual Debt Service			\$ 2,051,990.43		
15	Dry Ton Rate			\$ 350.83		
16	Revenue					
17	Fund Balance					
18				\$ -		
19	Operations (Subfund 592)			\$ 669,140.20		
20	Construction (Subfund 593)			\$ -		
21			<i>Fund Balance Total</i>	\$ 669,140.20		
22	Revenue Requirements			\$ 6,771,298.29		
23	Partner Share of Revenue Requirements					
24	GRWWTP (Monthly = \$343,068.45)			\$ 4,116,821.38	\$ -	0%
25	WCWP (Monthly = \$221,206.41)			\$ 2,654,476.92	\$ -	0%
26	Expenses					
27	728 Supplies					
28	Polymer			\$ 725,000.00	\$ -	0%
29	Miscellaneous			\$ 120,000.00	\$ -	0%
30			<i>Supplies Sub-Total</i>	\$ 845,000.00	\$ -	0%
31	818 Contractual Services					
32	Trucking			\$ 325,000.00	\$ -	0%
33	Landfill			\$ 750,000.00	\$ -	0%
34	Land Application			\$ 1,350,000.00	\$ -	0%
35	GRWWTP O&M Segments 1 & 4			\$ 843,961.86	\$ -	0%
36	Financial Processing (Grand Rapids Comptrollers)			\$ 5,000.00	\$ -	0%
37	WCWP O&M Segments 2 & 3			\$ 86,400.00	\$ -	0%
38	Administration Services (Legal/Audit/Insurance)			\$ 50,000.00	\$ -	0%
39	Centrifuge Service Agreement (Siemens)			\$ 6,800.00	\$ -	0%
40			<i>Contractual Services Sub-Total</i>	\$ 3,417,161.86	\$ -	0%
41	943 Equipment Rental or Lease					
42	WCWP Storage Tanks			\$ 417,146.00	\$ -	0%
43			<i>Equipment Rental or Lease Sub-Total</i>	\$ 417,146.00	\$ -	0%
44	945 Land Rental or Lease					
45	PDR Program			\$ 40,000.00	\$ -	0%
46			<i>Land Rental or Lease Sub-Total</i>	\$ 40,000.00	\$ -	0%
47	Debt Service					
48	GRWWTP			\$ 1,247,571.40	\$ -	0%
49	WCWP			\$ 804,419.03	\$ -	0%
50			<i>Debt Service Sub-Total</i>	\$ 2,051,990.43	\$ -	0%
51						
52			Expenses Total	\$ 6,771,298.29	\$ -	0%
53	GRWWTP = City of Grand Rapids Wastewater Treatment Plant			WCWP = City of Wyoming Clean Water Plant		
54	MDEQ = Michigan Department of Environmental Quality			O&M = Operation and Maintenance		
55	GVRBA = Grand Valley Regional Biosolids Authority			PDR = Purchase of Development Rights		

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a regular meeting of the City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Jack Poll on June 20, 2011 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Wyoming City Pizza LLC for a new Tavern licensed business to be located at 952 28th Street SW, Wyoming, MI 49509, Kent County

be considered for _____ **“above all others”**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City Council at a regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on June 20, 2011
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Heidi A. Isakson, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

02/15/10
hai

RESOLUTION NO. _____

A RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF
THE CODE OF THE CITY OF WYOMING
FOR WYOMING CITY PIZZA LLC IN
APPLICATION FOR A TAVERN LIQUOR LICENSE

WHEREAS, Wyoming City Pizza LLC has made application for a new Tavern licensed business at 952 28th Street SW in the City of Wyoming; and

WHEREAS, Sections 14-179(2)(a) of the Code of Ordinances requires that a restaurant with a liquor license provide a minimum of 3,500 square feet gross building area; and

WHEREAS, Section 14-179(2)(b) of the Code of Ordinances requires that a restaurant with a liquor license provide a minimum seating of 150 persons at 15 square feet per person; and

WHEREAS, Section 14-179(5) of the Code of Ordinances provides that City Council may waive any of the conditions in Section 14-179 if it is in the best interest of the City, and

WHEREAS, the applicant Wyoming City Pizza LLC as requested a waiver of Sections 14-179(2)(a) and (b) of the Code of the City of Wyoming in its application for a new Tavern license; now, therefore,

BE IT RESOLVED the City Council determines that waiving the requirements of Sections 14-179(2)(a) and (b) will benefit the applicant, help create a viable business in the City, and is in the best interest of the City, and

BE IT FURTHER RESOLVED that Sections 14-179(2)(a) and (b) are hereby waived for the purposes of approving an application for a new Tavern license for Wyoming City Pizza LLC at 952 28th Street SW.

Councilmember _____ moved, seconded by Councilmember _____, that the above resolution be adopted.

Motion carried: _____ yes _____ nays

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming at a regular session held on the 20th day of June, 2011.

Heidi A. Isakson
City Clerk

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Barbara VanDuren, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Heidi A. Isakson, City Clerk

DATE: June 15, 2011

RE: Application for Tavern Liquor License
Wyoming City Pizza LLC (Jet's Pizza) 952 28th Street SW

Wyoming City Pizza LLC (Jet's Pizza) has applied for a tavern liquor license for the restaurant at 952 28th Street SW, at the east end of Roger's Plaza.

A review of the application was requested from the Police Department, Treasurer and Chief Building Official. Chief Carmody and James DeLange both recommend the application not be approved.

A comparison of the ordinance requirements against the application indicates two areas where the business does not meet the minimum requirements:

- The ordinance requires a building with a gross floor area of 3,500 square feet. The application indicates a total of 3,000 square feet. Jim DeLange calculates the total square footage at 2,762.
- The ordinance requires minimum seating for 150 persons with 15 square feet per person. The application cites seating for 48 persons. Jim DeLange calculates the space could provide seating for up to 57 at 15 square feet per person.

The Police Department also notes that the Head Start and Wyoming Public Schools Community Education programs housed at the former Roger's Lane Elementary School are within 500 feet of this business. I will point out though, that the Liquor Control Commission retains sole authority to make these measurements and has in the past measured street distances rather than building-to-building. In addition, the school (or church) located nearby is offered the opportunity to object, and if they do not, the LCC proceeds with the license application.

I have drafted a resolution in the required LCC format, but have left blank whether to recommend "Approval" or "Disapproval". The Councilmember making the motion should state which it is for. I have also prepared a resolution with the required waivers, should the Council vote to recommend approval. They can take up this resolution if necessary.



Wyoming City Pizza LLC

DBA Jet's Pizza

952 28th St. SW
Wyoming, MI 49509

Phone: (616) 261-5387
Fax: (616) 261-4480
Website: www.jetspizza.com

April 22, 2011

City of Wyoming
Attn: City Council
1155 28th St. SW
Wyoming, MI 49509

City Council Members:

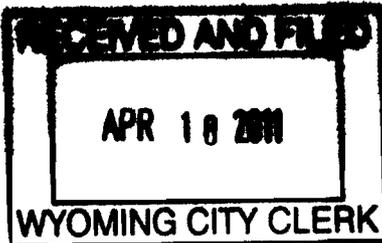
My name is John Cleland. I am an owner of the newly opened Jet's Pizza in Rogers Plaza. I am writing this letter in regards to our recent application for a tavern license. As you may or may not know, we are one of the few Jet's Pizza locations to feature a full service dining room. However, we do not meet two of the criteria to city requires for tavern licenses. The city requires 3500 square feet, we only have 3000 square feet. The city also requires seating for 150 people, we only have seating for 48. I hope you will consider waiving these ordinances in our case. We are not trying to become a bar, we just want to offer our customers the option of having a beer or a glass of wine with their pizza.

Being involved in the communities we serve is something that all Jet's Pizzas take very seriously and we are no different. We expect to see ourselves a staple of Rogers Plaza for many years to come and we feel that by obtaining this tavern license, we will be able to accomplish this goal. I want to assure the council members that if they agreed to waive these ordinances they would not be making a mistake. They would be enabling the citizens of Wyoming to have another dining option in an area that is earmarked for growth and redevelopment. I can also assure that since we will not have any bar/counter seating, and since we are not trying to be known as a bar by any means, the city will not see any rise in police reports as a result of approving this license. I want to thank you in advance for your consideration of this manner. In the even the council has any questions, I can be reached at the store or thru my personal contact information I have provided below.

Sincerely,

John Cleland
Johncle@comcast.net
(616) 309-0030

MAY 11 2011 REC'D



CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: <i>Wyoming City Pizza LLC</i>		<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION
BUSINESS ADDRESS: <i>7343 Needle Point Dr.</i> <i>Shelby Twp MI 48316</i>		TELEPHONE: <i>(616) 261-5387</i> FAX: <i>(616) 261-4480</i>
LICENSE REQUESTED: <input checked="" type="checkbox"/> TAVERN <input type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL		LOCATION OF THE PROPOSED BUSINESS: <i>952 28th St. SW</i> <i>Wyoming, MI 49509</i>
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING		DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED		BUILDING OWNER: <i>Citizens Bank</i>
FURNITURE & FIXTURE OWNER: <i>Wyoming City Pizza LLC</i>		
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <i>John Cleland</i>		
NAME OF BANK FOR BUSINESS ACCOUNT: <i>Macatawa Bank</i>		
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: <i>Motor City Accounting</i> NAME: <i>Gryle Robinson</i> ADDRESS: <i>16957 18 Mile Rd</i> <i>Clinton Twp, MI 48038</i>		
NAME OF PERSON COMPLETING APPLICATION: <i>John Cleland</i>		TITLE OF PERSON COMPLETING APPLICATION: <i>owner</i>
SIGNATURE: <i>JL Cleland</i>		DATE: <i>03/31/2011</i>

ATTACH:

1. A SCALED DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <u>John Cleland</u>	TITLE <u>owner/operator</u>
RESIDENT ADDRESS: <u>5768 Buchanan Ave SW</u> <u>WYOMING, MI 49548</u>	PHONE: <u>(616) 309-0030</u>
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>28</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <u>10 yrs managerial experience with Jet's Pizza</u>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: X [Signature]

State of Michigan
kent County

Subscribed and sworn to before me on this 1 day of Apr. 1, 2011.

X [Signature]
Signature of Notary
Gayle A. Robinson
Printed Name

My commission expires

Gayle A. Robinson, Notary Public
State of Michigan, County of Macomb
My Commission Expires 9/23/2011
Acting in the County of Macomb

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

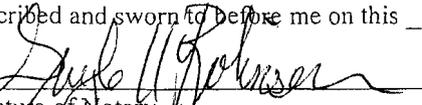
NAME: <u>DARIN TURNER</u>	TITLE <u>MEMBER</u>
RESIDENT ADDRESS: <u>7343 NEEDLES POINT DR</u> <u>SULSBY TWP MI 48316</u>	PHONE: <u>586 295-7131</u>
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>44</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <u>5 YRS OWNERSHIP JET'S PIZZA</u>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: X 

State of Michigan
KENT County

Subscribed and sworn to before me on this 1 day of April, 2011.

X 
Signature of Notary
Gayle A. Robinson
Printed Name

My commission expires:

Gayle A. Robinson, Notary Public
State of Michigan, County of Macomb
My Commission Expires 9/23/2011
Acting in the County of Macomb

Approx 1000 Sq Ft Dining

MJW CONSULTING, LLC
 401 Hall St, Suite 120B
 Grand Rapids, MI
 Ph: (616) 298-1401
 Fx: (616) 825-6206

- GENERAL NOTES**
1. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 2. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 3. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 4. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 5. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 6. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 7. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
- ADA REQUIREMENT NOTES**
1. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 2. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 3. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 4. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 5. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 6. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 7. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
- ERB SAFETY NOTES**
1. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 2. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 3. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 4. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 5. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 6. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING
 7. ALL RESTROOM DOORS SHALL BE 8'0" CLEARING

EXISTING BUILDING DATA:

TYPE OF CONSTRUCTION: []

FOUNDATION: []

WALLS: []

FLOORING: []

CEILING: []

MECHANICAL: []

ELECTRICAL: []

PLUMBING: []

INSULATION: []

GLAZING: []

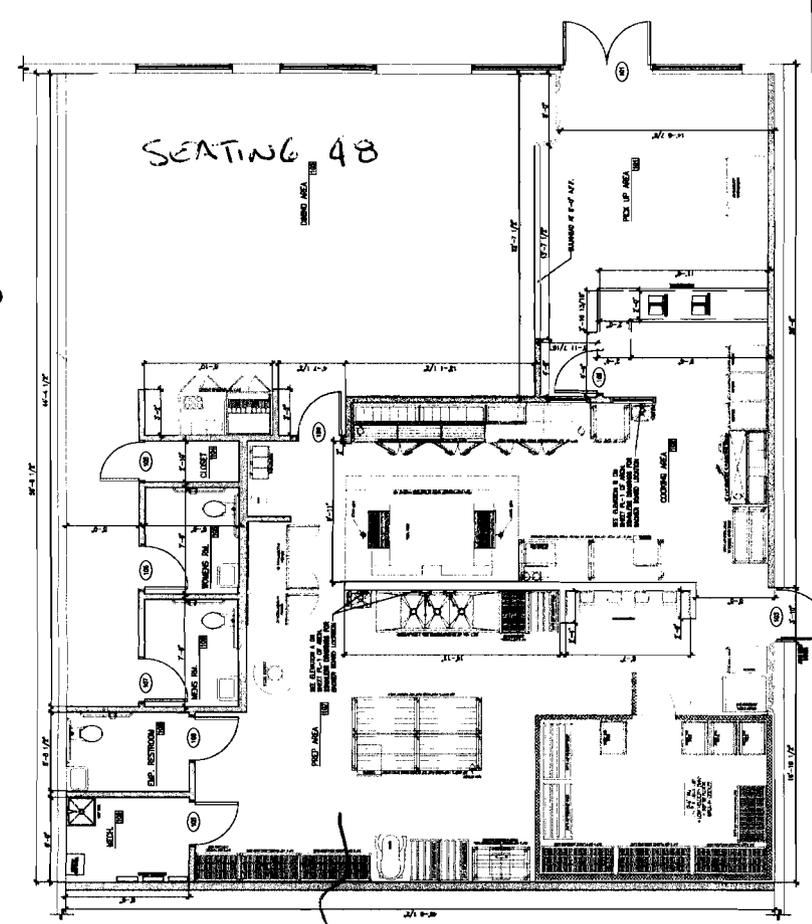
ASBESTOS: []

LEAD: []

MOISTURE: []

PEST: []

OTHER: []



TOTAL 2762 SQ FT

Approx 1000 Sq Ft

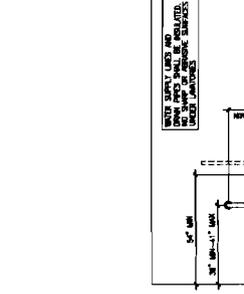
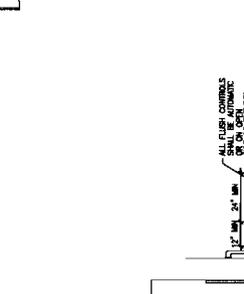
KITCHEN

ROOM FINISH

NO.	ROOM NAME	FLOOR COVERING	CEILING	WALLS	FINISH	NOTES
101	DINING	VT	VT	VT	VT	SEE COLOR PATTERN TILE
102	COOKING AREA	VT	VT	VT	VT	SEE COLOR PATTERN TILE
103	DINING AREA	VT	VT	VT	VT	SEE COLOR PATTERN TILE
104	CLOSET	VT	VT	VT	VT	SEE COLOR PATTERN TILE
105	WORKERS ROOM	VT	VT	VT	VT	SEE COLOR PATTERN TILE
106	MENS ROOM	VT	VT	VT	VT	SEE COLOR PATTERN TILE
107	PREP AREA	VT	VT	VT	VT	SEE COLOR PATTERN TILE
108	DISP. RESTROOM	VT	VT	VT	VT	SEE COLOR PATTERN TILE
109	MECH. ROOM	VT	VT	VT	VT	SEE COLOR PATTERN TILE

DOOR SCHEDULE

NO.	OPENING	TYPE	FINISH	FRAME	LOCK SET	HANDICAP	NOTES
101	DINING	1	WOOD	WOOD	WOOD	WOOD	WOOD
102	COOKING AREA	1	WOOD	WOOD	WOOD	WOOD	WOOD
103	DINING AREA	1	WOOD	WOOD	WOOD	WOOD	WOOD
104	CLOSET	1	WOOD	WOOD	WOOD	WOOD	WOOD
105	WORKERS ROOM	1	WOOD	WOOD	WOOD	WOOD	WOOD
106	MENS ROOM	1	WOOD	WOOD	WOOD	WOOD	WOOD
107	PREP AREA	1	WOOD	WOOD	WOOD	WOOD	WOOD
108	DISP. RESTROOM	1	WOOD	WOOD	WOOD	WOOD	WOOD
109	MECH. ROOM	1	WOOD	WOOD	WOOD	WOOD	WOOD



JETS PIZZA

401 Hall St, SW
 Grand Rapids, MI 49503
 (616) 298-1401

FLOOR PLAN

Project No: 0809010
 Date: 10-08-04

A1

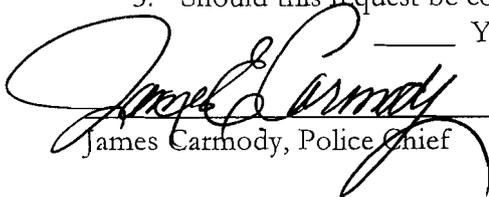
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): Wyoming City Pizza LLC	PROPOSED LICENSE LOCATION: 952 28 th St. SW
LICENSE TYPE: Tavern	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No


James Carmody, Police Chief

Date: 5/19/2011

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

_____ Date: _____
Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

_____ Date: _____
James DeLange, Chief Building Inspector

Interdepartmental Correspondence



TO: Chief James Carmody
FROM: D/Lt. Scott Beckman
DATE: May 24, 2011
SUBJECT: Tavern Liquor License Application 952 28th St. SW

Detective Bureau

Chief Carmody,

I received a memo from the City Clerk regarding an application for a Tavern Liquor license from Jet's Pizza located at 952 28th St. SW. Although there are no significant issues with the two primary applicants, there are issues with the location in accordance with applicable city ordinances.

The proposed location is 952 28th St SW, Rogers Plaza, does not qualify under City Ordinance Section 14.178 as the building in which it is contained is only 142 feet from the fence line at Rogers Lane Elementary. The school is currently being leased to the Kent Intermediate School District for its Head Start Program which serves a pre-school population during the day. It is also the location for Wyoming Community Education primarily serving 16 to 18 year old students. Jet's Pizza is located at the east end of Rogers Plaza but is contained within the plaza building which on the south side near the middle of the building has the school fence line across the parking lot.

The ordinance specifies that places where alcoholic beverages are sold for consumption on the premise shall not be permitted;

(1) Within 500 feet of an improved and equipped school ground or playground.
(142 feet)

The City Council, however, may choose to waive this where it is deemed in the best interest of the city.

Respectfully,

Scott

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">Wyoming City Pizza LLC</div>	PROPOSED LICENSE LOCATION: <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">952 28th St SW</div>
LICENSE TYPE: <i>Tabern</i>	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 _____ Yes _____ No
2. Is the proposed location satisfactory for this business?
 _____ Yes _____ No
3. Should this request be considered for approval by the City Council?
 _____ Yes _____ No

_____ Date: _____
 James Carmody, Police Chief

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

_____ Yes _____ No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

no real or personal property tax numbers for Jet's Pizza at 952 28th St SW
John Cleland, 5768 Buchanan Ave H₂O Ace 523462-002 \$101.51 due 5/5/2011

_____ Date: 4/19/2011
 Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

_____ Date: _____
 James DeLange, Chief Building Inspector

LIQUOR LICENSE APPLICATION – DEPARTMENT REVIEW

APPLICANT(S): <i>Wyoming City Pizza LLC</i>	PROPOSED LICENSE LOCATION: <i>952 28th St SW</i>
LICENSE TYPE: <i>Tavern</i>	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 _____ Yes _____ No
2. Is the proposed location satisfactory for this business?
 _____ Yes _____ No
3. Should this request be considered for approval by the City Council?
 _____ Yes _____ No

Date: _____

_____ James Carmody, Police Chief

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

_____ Yes _____ No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

Date: _____

_____ Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT in compliance with Section 14-177 through 14-179 of the City Code.

provided. 14-179(2) requires min. 3500 sq area, 2762 sq provided. 14-179(2) requires min. 150 persons dining capacity. 58 persons provided @ 15 sq.

_____ James DeLange, Chief Building Inspector

Date: *9/19/11*

total seating = 51

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM
ADVANCED INTERACTIVE SYSTEMS (AIS) TO REPAIR
AND UPGRADE THE FIREARMS SIMULATOR

WHEREAS, as detailed in the attached memorandum, the laser sensor on the AIS firearms simulator is not working properly and is in need of repair and it is recommended at the time of repair, the system be upgraded, and

WHEREAS, AIS has provided the City with the attached quotation in the amount of \$8,735.00 to complete the necessary repair and upgrade the simulator, and

WHEREAS, funds for the repair and upgrade are available in account number 101-305-30500-973001, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the quotation from AIS, in the amount of \$8,735.00 to repair and upgrade the firearms simulator.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 20th day of June, 2011.

Attachments: Memorandum
Quotation

Heidi A. Isakson
Wyoming City Clerk

Resolution _____

Interdepartmental Correspondence

TO: Captain Brad Schutter
FROM: Sgt. Mark Easterly
DATE: May 20, 2011
SUBJECT: AIS Purchase Order



Administrative Services

Earlier this year our Advanced Interactive System (AIS) firearms simulator received some much needed upgrades. At that time our laser sensor was working satisfactorily. Since that time the laser sensor is now failing almost all of the time, requiring the system to have to be reset. We recommend that the Department order a new laser sensor as the manufacturer stated that they would not be able to fix our current one with the amount of upgrades that they have made to their technology.

Also, on the same quote we have received what it would cost to upgrade our current simulator configured Remington 870 shotgun. Currently this shotgun has an attached semi-ridged air hose and waist pack that contains a canister of compressed air to charge the weapon. It is cumbersome to handle and interferes with the officer's duty belt of equipment that they may need to utilize during training. If the 870 is sent back to AIS they can retrofit it with an all internal system that would eliminate the cumbersome waist pack. We would recommend this retrofit to make the training more realistic and in a form that would be utilized much more than now.

Lastly, this purchase from AIS would be sole source as anything else we would purchase would not work with our current system.

If it meets your approval we will prepare the necessary documents to place this purchase on the City Council Agenda for their review and potential approval.

Details of the quote are as follows:

M150 Laser Sensor	\$6,200
Remington 870 conversion	\$2,385
Shipping and handling	\$ 150
TOTAL	\$8,735

We would recommend the purchase to be taken from the following account:

BYRNE JAG.2009.001 101-305-30500-973001



Advanced Interactive Systems™, Inc.
665 Andover Park West
Seattle Washington 98188
800-441-4487 www.ais-sim.com

Wyoming Police Department, MI

Pricing Summary
May 17th, 2011
QT # 2371.2

Part Number	Laser Based Svstem Accessories	Quantity	Price/Each	Total
	System Upgrades			
71-0016-001	M150 Laser Sensor	1	6200 \$	6,200
	PRISim Simulated Firearms			
CUSTOM	Dry Fire Laser Configuration: (permanently modified w/ laser insert) Remington 870 - Conversion to dry fire (use existing weapon)	1	2385 \$	2,385
	Shipping & Handling	1	\$	150
CONFIGURATION TOTAL:				\$ 8,735

The following Terms and Conditions apply to this quote

All Materials, Documents, Drawings and Specifications provided with this quote are Proprietary Information and it is unlawful to release or share such information without express written permission from AIS

1) Payment Terms - Net 30 days from date of invoice

- Products and contracts in excess of \$750,000 require progress payments of 30% at the end of the 1st month, 20% at the end of the following 2 months, 15% at the end of the fourth month and 15% upon receipt IAW FAR 32.501. If delivery is made in less than 150 days, 100% of the outstanding balance is due upon delivery
- Government credit card accepted. No Additional discount for payment by credit card.
- Terms and Conditions apply to maximum orders of \$1,000,000 and minimum orders of \$100

2) Taxes - Prices do not include tax.

- Any tax that is required to be collected or paid by AIS is considered Purchaser's responsibility.
- If Purchaser is exempt from such taxes, Purchaser agrees to provide an applicable exemption certificate.

3) Delivery Schedules

- Weapons orders - Dependent upon availability of weapon components, delivery could take up to 11 months ARO

4) Shipping

- Partial Shipments are permitted.

5) Acceptance

- PRISim Installed systems - upon passing the AIS acceptance test procedure, the system shall be deemed "Accepted".
- PRISim Portable systems - upon receipt of shipment, the system shall be deemed "Accepted"
- QuickRange orders - "Acceptance" does not apply

6) Warranty- review warranty contract for full details

- AIS manufactured products - 12 months from receipt or acceptance.
- AIS modified weapons -12 months from customer receipt
- Air Munitions rounds - 6 months from date of delivery or 500 uses, whichever occurs first.
- Commercial component warranties are passed to the customer.

7) Post-delivery support

- Except as expressly set forth in this quote or the warranty accompanying the system, AIS will not be obligated to furnish personnel or other on-site assistance for installation, maintenance, repair or support. Any such services will be invoiced to Purchaser at AIS then-standard rates, which can be obtained on request.

8) Purchaser's Specifications

- AIS disclaims any responsibility for any damage, injury, loss, cost or other expense or liability, or the inoperability of the system, other products or site preparations purchased from AIS that relates to or is caused by modification to the systems or other AIS products.

9) Room Modifications

- Where applicable, Purchaser is responsible for any and all room modifications required to meet product installation requirements/specifications.

10) Entire Contract

- Acceptance by AIS of this proposal is expressly made conditional on Purchaser's consent to the terms and conditions set forth herein.

11) Final Agreement

- This writing is intended by the parties as a final, complete and exclusive expression of the terms of their agreement with respect to the transactions contemplated by this proposal and may not be contradicted, explained or supplemented by evidence of any prior agreement or any oral agreement.

12) Release of Liability

- Customer agrees to release AIS and applicable manufacturer from all liabilities, causes of action claims and demands that arise in any misuse, ownership, possession, demonstration, testing, and/or operation of purchased items.

13) Indemnification

- Customer promises to indemnify, hold harmless, and defend AIS and applicable manufacturer against any and all claims noted in #12, including claims for the customers' own negligence.

14) Quote Validation

- This quote is valid for 30 days

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FROM CLARK HILL FOR LEGAL SERVICES

WHEREAS, Clark Hill has provided the City with the attached proposal for legal services, and

WHEREAS, the City of Wyoming uses Clark Hill for various municipal legal services including but not limited to, economic development and Brownfield issues, and

WHEREAS, the City Manager and staff have reviewed the attached proposal and recommend continued use of Clark Hill for legal services and acceptance of the proposal, and

WHEREAS, funds for legal services are budgeted in various general ledger accounts with the appropriate account being charged at time of use, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize acceptance of the proposal from Clark Hill.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Attachment: Proposal

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

CLARK HILL

Scott G. Smith
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Clark Hill PLC
200 Ottawa Avenue NW
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Grand Rapids, Michigan 49503
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June 1, 2011

Mr. Curtis Holt
City of Wyoming
P.O. Box 905
Wyoming, MI 49509

Dear Curtis:

We know these are tough times for local governments. We work diligently to be efficient and to provide the best possible municipal legal services. We have also minimized the frequency and the amount of billing rate increases. So, while this letter will not bring you great joy, we trust it will at least leave you assured that we are sensitive to your challenges.

As part of our commitment to our municipal clients, our municipal rates are substantially discounted from our firm standard rates which range from \$195 for associates to \$625 for members. Further more we have not raised rates on July 1, 2009. Due to the economic conditions and the financial pressures you have faced, we have avoided a rate increase for two years. Like you, despite our best efforts, we experience increased operational costs. And, we want to be able to provide you the same (hopefully, improved) services.

Therefore, effective July 1, 2011, we will raise our blended billing rate for the City (the same rate is charged for seasoned partners as for our associates) by \$10 per hour from \$180 to \$190 per hour. Rates for specialties, such as most experienced bankruptcy and environmental partners will not exceed \$250 per hour. This is a 5.5% increase over two years—an average of about 2.7% per year.

As in the past, we are always willing to explore other billing arrangements, if you would like to consider an arrangement other than a blended rate. Some clients, for example, prefer to pay a fixed monthly retainer, finding it easier to budget. Other clients have preferred different rates for partners and associates.

Mr. Curtis Holt
City of Wyoming
June 1, 2011
Page 2

As always, if you have any questions or concerns, please contact me.

Sincerely,

CLARK HILL PLC



Scott G. Smith

SGS:tdj
Enclosure

RECEIVED
JUN - 6 REC'D
CITY MANAGER

CLARK HILL

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
TETRA TECH OF MICHIGAN AND TO AUTHORIZE THE CITY
MANAGER TO ACKNOWLEDGE ACCEPTANCE OF THE PROPOSAL

WHEREAS, as detailed in the attached memorandum from the City’s Clean Water Plant Superintendent, the Facility Master Plan for the next twenty years is in the process of being updated, and

WHEREAS, the Plant is currently using a Supervisory Control and Data Acquisition (SCADA) System that includes equipment hardware and technology that will need to be replaced and it is recommended this be completed and included in the Facility Master Plan, and

WHEREAS, Tetra Tech of Michigan provided the City with a proposal to evaluate current and future needs and will provide the City with a report detailing a long term programmable logic controller and human machine interface plan, and

WHEREAS, funding for this project is available in account number 590-590-54300-806000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the proposal from Tetra Tech of Michigan, in an amount not to exceed \$15,800 and authorizes the City Manager to acknowledge acceptance of the proposal.

Councilmember _____ moved, seconded by Councilmember _____, that the above resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a _____ session held on the _____ day of _____, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachments: Memo
Proposal

Resolution No. _____

MEMORANDUM

TO: Curtis Holt, City Manager
FROM: Craig Smith, Clean Water Plant Superintendent
DATE: June 13, 2011
SUBJECT: Clean Water Plant SCADA System

The Clean Water Plant staff, along with Black & Veatch (B&V), are in the final stages of completing our Facility Plan. After completion of the Stage 2 project, B&V's contract called for updating our Facility Plan (master plan) for the next 20 years. The Plan is addressing current equipment and processes and their longevity as well as feasibility for the future. The one area we did not include in our scope of work for B&V was the Supervisory Control And Data Acquisition (SCADA) system. The current SCADA system was installed in 1995 with the intent that it would be a system capable of growing with the plant as processes and equipment were brought online. It has done that without fail. Following its implantation we added a new Headworks Facility (2000), a new Odor Control Facility (2004), a new Activated Sludge and Final Clarifier Facility (2007) and a new Pumping Station for GVRBA (2009). All of these new systems were just added into the SCADA system.

The one thing we now need to plan for is the end of life of the SCADA equipment and that is what we see coming in the future. Our vendors and SCADA integrators are telling us that it will become increasingly difficult to find replacement parts for the current technology we are using. Unfortunately this is not as simple as just purchasing new hardware and plugging it in. An upgrade path must be established with all the options presented as to how this can occur. With that in mind, I have requested a quote from Tetra Tech of Michigan, a consulting firm that I worked with when the original SCADA system was designed in 1995. This quote, at a 'not to exceed' cost of \$15,800, will be added to the B&V Facility Plan and give all-inclusive guidance for the future. With your concurrence, I would like this quote presented to City Council for approval. Sufficient funds are available in our 2011-2012 Professional Services account.



TETRA TECH

May 10, 2011

Mr. Craig Smith
City of Wyoming Clean Water Plant
3059 Chicago Drive, S.W.
Grandville, Michigan 49418

Re: City of Wyoming Michigan
Clean Water Plant
Long Term Programmable Logic Controller (PLC) & Human Machine Interface (HMI)
Plan

Dear Mr. Smith:

Thank you for the opportunity to submit our professional services proposal to produce a report detailing a long term programmable logic controller (PLC) & human machine interface (HMI) plan.

It is our understanding that the City would like to plan for possible Allen-Bradley PLC5 product obsolescence and have a clear direction for future Wonderware implementation.

We propose to produce a document inventorying your current PLC system including an onsite visit by our electrical and controls experts as well as detailing a migration plan from Allen-Bradley PLC5 to Controllogix and evaluate, review and provide recommendation on future HMI direction.

The following is our scope of services, schedule and proposed fee for this work.

SCOPE OF SERVICES

Task Items

- One onsite visit by our electrical and controls system experts to discuss topics and inventory system components.
- Produce report (detailed below)

Deliverable:

- Report (includes the following)
 - Evaluation of existing PLC components including a spreadsheet with current inventory.



TETRA TECH

- Evaluation of the current Wonderware inventory including versions, operating systems and current support status.
- Recommendations
 - Migration from PLC5 to Controllogix platform
 - Controller migration
 - I/O and field wiring migration
 - Phased approach implementation timeline
 - Long term software approach
 - PLC logic conversion & enhancements
 - Review Wonderware Historian, Active Factory, Terminal Services and System Platform products.
- Budgetary cost estimates for recommended improvements

SCHEDULE

We are prepared to begin work on this report within one (1) week of your authorization to proceed.

COMPENSATION

Compensation for the professional services will be based on time and material at a not to exceed fee of \$15,800.00. If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT FOR SPECIFIC HOME REPAIR
SERVICES

WHEREAS, the 2011/2012 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist moderate to low income Wyoming residents; and

WHEREAS, four programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair program, an Access Modification Program for persons with disabilities, a Foreclosure Intervention program, and an Air Sealing program; and

WHEREAS, funds shall be available for the activity under Account # 256-400-69212-956.085, now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$50,000.00.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: ____ Yeas, ____ Nays.

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 the 20th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Contract

Resolution No. _____

MEMORANDUM

TO : Curtis Holt, City Manager

FROM : Rebecca L. Rynbrandt, Director of Community Services

DATE : June 9, 2011

SUBJECT : 2011-2012 FY Agreement for Home Repairs through the Home Repair Services (HRS) agency using CDBG funds

Founded on recommendation by the citizen's Community Development Committee, the Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2011 through June 30, 2012 on Monday, April 18, 2011. Included within the plan is to provide support for specific home repair services for moderate to low income Wyoming residents. To this end, we are proposing a renewal of our agreement with area non-profit Home Repair Services, Inc.

This year's agreement includes four programs, namely a Minor Home Repair program, an Access Modification program for persons with disabilities, a Builders Abundance program, and a Foreclosure Intervention program. The agreement reflects a 34% funding decrease in response to funding cuts from the federal Housing and & Urban Development Department.

The City of Wyoming has maintained a long standing relationship with Home Repair Services as no other contractor in this area provides similar services. To this end, no bids were solicited. We suggest the City Council adopt a resolution to authorize the Mayor and City Clerk to enter into a contract with Home Repair Services of Kent County in an amount not to exceed \$50,000.00.

Attachment: Resolution

CONTRACT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2011 THROUGH JUNE 30, 2012

THIS CONTRACT, is entered into this _____ day of _____, 2011, effective from July 1, 2011 through June 30, 2012 and by and between the City of Wyoming, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and Home Repair Services of Kent County, Inc., a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Contractor".

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to perform certain services and activities; and

WHEREAS, the Contractor agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

NOW, THEREFORE, the City and the Contractor do mutually agree as follows:

SECTION 1 - PROGRAM OBJECTIVES:

1. The program objectives of this Agreement are herein established as the standards to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Contractor.
2. The objectives are to preserve and improve the eligible housing stock within the City of Wyoming by means of:
 - a. Providing a Minor Home Repair Program. The purpose of this program is to provide small emergency home repairs to single family owner occupied households for very-low income homeowners.
 - b. Providing an Access Modification Program. The purpose of this program is to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses. Participants may be homeowners or renters.
 - c. Providing a Foreclosure Intervention Program. The purpose of this program is to provide intervention and counseling services to persons facing foreclosure of their home mortgage.
 - d. Providing for an Air Sealing Program. The purpose of this program is to help reduce the heating costs for lower-income homeowners by identifying and sealing

structural air leaks as a part of a weatherization process.

SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAMS:
(Minor Home Repair, Access Modification, and Air Sealing Programs)

1. The Contractor shall accept all requests from eligible persons desiring home repair assistance. The Contractor shall investigate the nature of the emergency assistance desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair, and Access Modification Program exceeds the Contractor's ability to supply the service, the Contractor shall maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.
2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair and Access Modification Program, and shall set standards related to the option of co-payment responsibilities for the Air Sealing Program. The co-payment policy may be amended by the Contractor's Board of Directors upon approval by the City, and is attached to this contract.
4. If the Contractor should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair Program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Contractor and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair Program shall be provided to those programs. Also, in those instances where the Contractor shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Contractor is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Contractor or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement, including the income guidelines described in an attachment to this Contract. The income guidelines for Minor Repair, Access Modification, and Air Sealing programs shall be 50% of area median income as calculated by the Federal Government.
6. The Contractor shall be properly licensed to provide the services required by this Contract. The Contractor and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Contractor agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Contractor's area of Contract activities.
8. The Contractor shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils, subject to City

approval.

9. The Contractor may provide up to 22 hours of on-the-job training in these Repair Programs for its employees. These hours will not be charged against a homeowner's annual maximum.

SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Contractor shall provide minor repair services, including labor and materials of subcontracted repairs, to a minimum of 60 homes of very-low income homeowners. Minor Home Repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Contractor shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for Minor Home Repair Program services under this Contract shall be \$28,000 except as revised by Sections 15, 16, and 17.
2. The Contractor shall service the homes of eligible owner-occupants up to a maximum of \$1,500.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Contractor's Executive Director, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Contractor shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Contractor shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments to improve the accessibility of those houses. This may include but not be restricted to:

a ramp, doorway widening, hand rails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a qualified organization approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$3,000. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Contractor's Executive Director in accordance with the Contractor's rules governing such situations. The maximum amount paid by the City for the Access Modification Program services under this Contract shall not exceed \$12,000 , except as revised by Sections 15, 16, and 17.

2. The Contractor shall review with each participant receiving service which modifications are to be performed and confirm the participant's choice to proceed with the program prior to beginning the modifications and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
3. The Contractor shall provide labor and subcontracted work for access modifications to be spread among at least 4 households.
4. This program will be available both to rental units as well as owner occupied units. In the case of rental units the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
5. Only those access modifications that are physically attached to the structure will be provided by this program.
6. Wheel chair ramps or other exterior modifications may be provided anywhere in the City of Wyoming.
7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
8. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.

SECTION 5 – FORECLOSURE INTERVENTION PROGRAM

1. The contractor shall provide foreclosure intervention services to a minimum of 125 Wyoming low income homeowners. These services shall include intake assessments, individualized counseling, group education through economic literacy classes, or referrals.
2. The contractor shall also provide any necessary outreach and marketing for this program.
3. The contractor shall provide education and counseling to help the homeowners avoid predatory lenders and secure less costly prime loans. This may include individual counseling or group classes.

4. The maximum amount paid by the City for Foreclosure Intervention services under this contract is \$8,000, except as revised by Sections 15, 16, and 17. .

SECTION 6 – AIR SEALING PROGRAM

1. This program shall help moderate and lower-income City of Wyoming homeowners reduce their home heating costs by identifying and sealing structural air leaks as a part of a weatherization process. Further, to be program eligible the house must:
 - a. Have a high rate of infiltration (ACHn)
 - b. A high percentage of that infiltration must be from identifiable sources (visual or ZPD)
2. The contractor or their sub-contractor will rely on blower door test results, thermal imaging and computer software to identify which houses will have the most cost effective results and to diagnose and locate the leaks for each house.
3. The contractor or their sub-contractor shall review with each homeowner which repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work, and shall secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
4. The contractor or their sub-contractor shall not provide services to mobile or manufactured homes unless the home is on the property owned by the occupant and permanently affixed to the property.
5. The contractor shall provide air sealing services to a minimum of 1 Wyoming low income homeowners. The maximum amount spent on air sealing services per home shall be \$2,500.
6. The maximum amount paid by the City for the Air Sealing Program shall be \$2,000, except as revised by Sections 15, 16, and 17..
7. Subject to CONTRACTOR policies, co-pays may be required or shall be deemed optional of homeowners for air sealing services and repairs. All co-payments made as a result of this Agreement shall be considered program income.

SECTION 7 - WARRANTY/APPEAL:

1. Contractor Minor Home Repair/Accessibility Modifications/Air Sealing files shall include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show an approval by the homeowner with a dated signature showing receipt of work completed without waiving Contractor liability. Further requirements may be introduced to facilitate quality control site visits.

2. The Contractor agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the warranty. The Contractor shall submit an annual report to the City identifying warranty repairs for each of the programs. This provision shall not apply to the Air Sealing Program.

SECTION 8 - LOSS OF CLIENT ELIGIBILITY:

1. The Contractor may withhold services for a period of one year and demand full restitution from any client who has defrauded the program. City staff shall be notified of the full circumstances in writing of each case.
2. The Contractor may deny all services to a client who has been physically or verbally threatening to the Contractor's staff. City shall be notified in writing of each such case.
3. In the cases where the client refuses to sign the Service Agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty, the client shall be directed to the Contractor's complaint policy.
4. The Contractor may either double the normal co-payment or charge or refuse to do the work altogether in cases where there is serious neglect or abuse of the house by the homeowner, upon review and approval by the City.

SECTION 9 - HOUSES FOR SALE/RENTAL UNITS:

1. The Contractor shall not provide labor related services to homes that are listed for sale.
2. Only 1-4 unit residential dwellings are eligible. If a dwelling has more than one unit, one of the units must be occupied by the participant.
3. Minor Home Repair/Air Sealing shall not be provided to the rental portions of owner occupied multifamily houses unless:
 - a. The rental unit is occupied by a relative and
 - b. The household income of the rental unit combined with the owner's household income falls within the income guidelines.
 - c. The Access Modifications shall be available to both homeowners and renters who meet the income guidelines.

SECTION 10 - OVERRUNS:

It is acknowledged that the Contractor has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Contractor and the homeowner avoid extensive work which could reduce the total number of households to be assisted. The Contractor shall submit an annual report detailing the overruns of the Minor Home Repair, Access Modification Program and Air Sealing Program.

SECTION 11 - RECORDS:

1. Each Job Cost Report shall contain a telephone number and other identification of the homeowner, and all Job Cost Report forms shall be identified to assist in the sample inspections. A reasonable effort must be made to obtain the homeowner's signed approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file. Each Job Cost Report shall identify the number, and cost of units of labor and total cost of materials, labor, and subcontractors.
2. The Contractor shall maintain inventory and financial records, as cited within this Contract, sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.
3. Unless otherwise expressly authorized by the City, the Contractor shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
4. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Contractor until all litigation, claims or audit findings involving the records have been resolved.

SECTION 12 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Contractor agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Contractor shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
2. Administrative Practices and Policies. The Contractor shall submit its "administrative practices and policies" to the City for review within sixty (60) days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Contractor's Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.
3. Equal Opportunity Employment. During the performance of this Agreement, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national

origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Contractor will send to each labor union or representative or workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Contractor will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Contractor will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any

subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, Contractor may request the United States to enter into such litigation to protect the interests of the United States."

- h. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
4. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July, 31, 2012:
 - a. An annual performance report, detailing levels of service given by each program.
 - b. An annual and unduplicated demographic report counting all households served by the Contractor with City Community Development funds in each separate program broken down as follows:
 - (1). Race
 - (2). Age
 - (3). Female Head of Household

In addition, the Contractor agrees to submit special reports when requested.

Section 13: HUD SECTION "3" PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW INCOME PERSONS:

1. Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u)(as amended) and (24CFR135), requires that employment and training opportunities generated by HUD funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those who's household income is at or below 80% of the area median income) and are located in the metropolitan area and to businesses that are owned by Section 3 residents (51% or more) or that employ Section 3 residents (at least 30% of their work force) or that subcontract work with Section 3 businesses (25% or more of their subcontracts).
2. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

4. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

5. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(F) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 14 - TIME OF PERFORMANCE:

1. On July 1, 2011, the Contractor shall commence performance of the services and activities required under this Contract.
2. The Contractor shall continue to perform such services and activities until the expiration of this Contract on June 30, 2012, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 15 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Contractor an amount up to Seventy Five Thousand and 00/100 dollars (\$75,000.00) from the City's Community Development Block Grant funds for the programs listed below.

* Minor Home Repair	\$28,000.00
* Access Modification Program	\$12,000.00
* Foreclosure Intervention	\$8,000.00
* Air Sealing Program	\$2,000.00
	<hr/>
	\$50,000.00

The amount for each program may be transferred between programs by permission of the City (by the Community Services Director).

2. It is expressly understood by and between the City and the Contractor that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Contractor pursuant to this Contract, exceed the maximum sum of Seventy Five Thousand and no/100 dollars (\$75,000.00) from the City's Community Development Block Grant funds.
3. The Contractor agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Contractor agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Contractor.

SECTION 16 - CONTINUED FUNDING:

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 33.

SECTION 17 - FINANCE PROCEDURES:

1. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Contractor, notwithstanding any other provision of this Contract, upon written notice to the Contractor when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
2. Any unearned payments under this Contract may be suspended by the City upon the Contractor's refusal to accept and comply with any additional conditions or requirements of the City.
3. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

SECTION 18 - DONATION AND FEES:

Donations and fees which are received by the Contractor in connection with provision of services with this Contract shall be included in its monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and

fees.

SECTION 19 - CONTRACT MODIFICATIONS:

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which the Contractor is required to perform pursuant to this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Contractor, and incorporated into written amendments to this Contract after approval by the City.

SECTION 20 - CONTRACTOR'S FAILURE OF PERFORMANCE:

The failure of the Contractor to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

- i. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
- ii. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Contractor and allow the Contractor ten (10) days to cure any such failure to perform work or services in a timely manner.
- iii. In the event the Contractor fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (ii) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Contractor.
- iv. Reduction of Compensation by the City. In the event the Contractor fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Contractor in a manner which appropriately reflects such reduction or diminution of services or activities.
- v. Termination by the City:
 1. In the event the Contractor fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City, in its sole discretion and without notice may terminate this Contract with no further liability to the Contractor beyond that expressly provided by this contract.
 2. In the event this Contract is terminated:
 - A. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Contractor with City funds pursuant to the Contract, shall become the property of the City; and
 - B. The Contractor shall receive just and equitable compensation for any work

which the Contractor satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.

- C. It is agreed that nothing contained herein shall:
 - a. Deprive the City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Contractor upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve the Contractor of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Contractor; and if it sustains such damages, the City may withhold as a set off any payments due the Contractor, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

SECTION 21 - AUDITS AND INSPECTIONS:

1. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Contractor shall:
 - a. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - b. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - c. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Contractor shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."

SECTION 22 - CONFLICT OF INTEREST:

1. The Contractor covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
2. The Contractor shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

SECTION 23 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

The Contractor shall not assign or transfer, whether by assignment or notation, any

interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Contractor from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Contractor shall promptly notify the City of any such assignment or transfer.

SECTION 24 - LOBBYING AND POLITICAL ACTIVITIES:

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City Council.

SECTION 25 - "SAVE HARMLESS" CLAUSE:

The Contractor shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Contractor shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Contractor or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Contractor under the terms and conditions of this Contract. The Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

SECTION 26 - CIVIL RIGHTS:

1. The Contractor agrees that it will not discriminate as to provision of services pursuant to this Contract based on race, color, religion, national origin, age, sex, height, weight, handicap, source of income, familial status or marital status.
2. The Contractor agrees that it will not discriminate as to hiring or terms or conditions of employment based on race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration

for employment without regard to race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.

4. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

SECTION 27 - COMPLIANCE WITH THE LAW:

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Contractor shall comply with all applicable Federal, State and local laws including the Architectural Barrier Act of 1968 (Barrier Free Design Act) (20 USC 293, as amended by 29 USC 706) and where applicable in relation to construction activities the Davis-Bacon Act, as amended (40 USC 276a-5); Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR, Part 3) and Federal Fair Labor Standards provision as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of the Act of June 13, 1934, as amended (40 USC 276c).

SECTION 28 - SEVERABILITY OF PROVISIONS:

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

SECTION 29 - WAIVER:

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

SECTION 30 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

SECTION 31 - CITY DEPARTMENT OR OFFICE:

It is agreed by the parties hereto that the City's Community Development Section of the Planning and Development Department shall be responsible for the administration of this Contract on behalf of the City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

SECTION 32 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The Contractor will comply with the requirements and standards specified in the following federal regulations:

- a. OMB Circular A-122, "Cost Principles for Non-Profit Organizations".
- b. OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
- c. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".
- d. Subpart K of 24CFR570, "Other Program Requirements", except that the Contractor does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

SECTION 33 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Contractor is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Contractor, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Contractor over the proceeding months of this Contract. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The City shall also compensate the Contractor for any required expenses in excess of the average monthly payment.

SECTION 34 – REVERSION OF ASSETS

When this contract ends, the Contractor must transfer to the City any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG

funds will be used for the acquisition or improvement of real property, disposition requirements are not necessary.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first above written.

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

By: _____
Heidi A. Isakson, City Clerk Date

HOME REPAIR SERVICES OF KENT COUNTY,
INC.

By: _____
Tim Morris, Chairperson Date

By: _____
David Jacobs, Executive Director Date

Approved as to form:

Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COMPASSION THIS WAY, INC.
TO PROVIDE PUBLIC SERVICES WITHIN THE TAFT STREET NEIGHBORHOOD – A
WYOMING COMMUNITY DEVELOPMENT BLOCK GRANT INITIATIVE

WHEREAS, the 2011/2012 Wyoming Community Development Block Grant Program approved budget includes an activity to provide enhanced public services to residents located within the Taft Street residential neighborhood whose residents are at least 51% low-moderate income households; and

WHEREAS, Compassion This Way shall provide youth mentoring, health and wellness, recreation, education, and job training program directly within the targeted neighborhood; and

WHEREAS, funds shall be available for these activities under the Community Development Block Grant Fund Accounts # 256-400-69212-956.306 (\$10,000) and 256-400-69212-956.307 (\$5,000), now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement with Compassion This Way, Incorporated for the provision of public services.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: ____ Yeas, ____ Nays.

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 the 20th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Contract

COMPASSION THIS WAY ACTIVITIES AGREEMENT FOR THE CITY OF WYOMING, MICHIGAN FOR 2011-2012

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and Compassion This Way, a Michigan non-profit corporation, located at 2141 Newport S.W. Wyoming, 49519 (CTW).

Section 1: Preliminary Statement

The City wishes to contract with Compassion This Way (CTW) to provide public services to residents within the Taft Street residential neighborhood whose residents are at least 51% low-moderate income household. CTW was formed for the express purpose of promoting meaningful community relationships, valuing the poor and underserved, advocating racial reconciliation, and improving neighborhood public safety. CTW provides youth mentoring, health and wellness, recreation, education, and job training programs and activities to accomplish its purpose. This Agreement is entered into to provide the terms and conditions under which CTW will assist the City in providing public services.

CTW agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City.

Section 2: Agreement

In consideration of the terms and the mutual promises set forth in this Agreement, the City and the Center agree as follows:

1. Term. The activities described in this Agreement are to begin on July 1, 2011, and are to be completed no later than June 30, 2012. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2012, unless renewed for successive one (1) year terms by written agreement of both parties. The City and CTW shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party.

Section 3: Eligible Services

- A. Youth Mentoring.
- B. Recreation and leisure Programming.
- C. Community Outreach, including Health and Wellness.
- D. Education.

Section 4: Marketing

CTW shall provide any necessary outreach and marketing for services. All marketing

materials (including but not limited to media, program advertisement, website, Facebook) shall recognize the City of Wyoming with funding provided through its Community Development Block Grant program.

Section 5: Payment

In consideration for the services, the City shall reimburse CTW a maximum of Fifteen Thousand Dollars (\$15,000.00) for actual and reasonable expenses as follows:

- A. Up to five thousand Dollars (\$5,000) for program expenses for eligible services, as defined in Section 3.
- B. Up to ten thousand Dollars (\$10,000) for rent and utilities of an apartment located within the Taft neighborhood to be used as an office for CTW and its programs and services. The Taft neighborhood shall be described as bounded on the north by 28th Street, south by Prairie Parkway, west by Byron Center Avenue, and east by Burlingame Avenue. CTW shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. CTW shall be reimbursed for actual expenses. CTW shall submit payment requests with all supporting documentation (lease agreement, copies of checks, receipts, etc) quarterly for reimbursement.
- D. CTW agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- E. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to CTW, notwithstanding any other provision of this Contract, upon written notice to CTW when internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be or have been misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
- F. Any unearned payments under this Contract may be suspended by the City upon CTW's refusal to accept and comply with any additional conditions or requirements of the City.
- G. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended

or terminated for any reason.

Section 6: Continued Funding

While it is the City's intent, subject to available funding, to renew this agreement for up to three (3) years, the City makes no explicit guarantee of future funding from the City beyond the termination of this Contract.

Section 7: Reports and Record Retention

- A. Upon execution of this Agreement, CTW shall provide the City with a copy of its most recent audit report.
- B. All records and documents maintained by CTW in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager.
- C. CTW shall provide the City with a mid-period report, and a comprehensive final report of activities in connection with this Agreement detailing levels of attendance, and programs for each service area. In addition, CTW agrees to submit special reports when requested.
- D. Unless otherwise expressly authorized by the City, CTW shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by CTW until all litigation, claims or audit findings involving the records have been resolved.
- E. Financial Records and Reports. CTW agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of CTW shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

Section 8: Independent Contractor.

- A. CTW shall perform the services as an independent contractor, and neither the Center nor any of its employees or contractors shall be considered an employee of the City at any time during the term of this Agreement.
- B. Equal Opportunity Employment. CTW shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- C. Volunteer Background Screening. CTW shall insure that any person volunteering in an unsupervised position will be required to undergo a Michigan State Police criminal record check as well as the Sex Offender Registry checks.

Section 9: Indemnification

CTW shall defend, indemnify and save harmless the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and CTW shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of CTW or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of CTW under the terms and conditions of this Contract. CTW shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

Section 10: Insurance.

CTW shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:

- A. Liability Insurance in an amount acceptable to the City.
- B. Renters Insurance. CTW shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. Worker's Compensation Insurance, if necessary, as required by the State of Michigan in an amount acceptable to the City. Such determination shall be responsibility of CTW.

Section 11: Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which CTW is required to perform pursuant to Sections 3 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and CTW, and incorporated into written amendments to this Contract after approval by the City.

Section 12: Contractor's Failure of Performance

The failure of CTW to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.

In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify CTW and allow CTW ten (10) days to cure any such failure to perform work or services in a timely manner.

In the event CTW fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation.

In the event this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by CTW with City funds pursuant to the Contract, shall become the property of the City; and
2. CTW shall receive just and equitable compensation for any work which CTW satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.

3. It is agreed that nothing contained herein shall:
 - a. Deprive the City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against CTW upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve CTW of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by CTW; and if it sustains such damages, the City may withhold as a set off any payments due CTW, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

Section 13: Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, CTW shall:

- A. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
- B. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
- C. Allow the City to review such documents that are considered as backup to the operation of CTW, regardless of funding source.
- D. Within one hundred eighty (180) days after the end of its fiscal year, CTW shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."

Section 14: Conflict of Interest

1. CTW covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 3) of this Contract or fulfilling the terms, conditions, obligations,

covenants, agreements, or stipulations herein.

2. CTW shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Section 15: Lobbying and Political Activities

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City Council.

Section 16: Equal Employment Opportunity

During the performance of this Agreement, CTW agrees as follows:

- (A) CTW will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CTW will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CTW agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- (B) CTW will, in all solicitations or advertisements for employees placed by or on behalf of CTW, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (C) CTW will send to each labor union or representative or workers with which CTW has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of

CTW's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (D) CTW will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) CTW will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (F) In the event of CTW's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CTW may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (G) CTW will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CTW will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event CTW becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, CTW may request the United States to enter into such litigation to protect the interests of the United States."
- (H) In the event of noncompliance with the nondiscrimination clauses of this Contract

or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

Section 17: Severability of Provisions

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

Section 18: Waiver

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

Section 19: Disclosure of Confidential Material

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

Section 20: City Department or Office

It is agreed by the parties hereto that the City's Community Development Section of the Planning and Development Department shall be responsible for the administration of this Contract on behalf of the City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

Section 21: Federal Uniform Administrative Requirements

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. CTW will comply with the requirements and standards specified in the following federal regulations:

OMB Circular A-122, "Cost Principals for Non-Profit Organizations".

OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".

OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".

Subpart K of 24CFR570, "Other Program Requirements", except that CTW does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Section 22: Notices.

All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by regular mail addressed to the party or its address set forth above.

Section 23: Successors and Assigns.

CTW shall not assign or otherwise transfer this Agreement without the written consent of the City. The Agreement shall be binding on any successor or assignee.

The City of Wyoming

Dated: _____ By _____
Jack A. Poll, Mayor

Dated: _____ By _____
Heidi A. Isakson, City Clerk

Compassion This Way

Dated: _____ By _____
Herbert Start, President

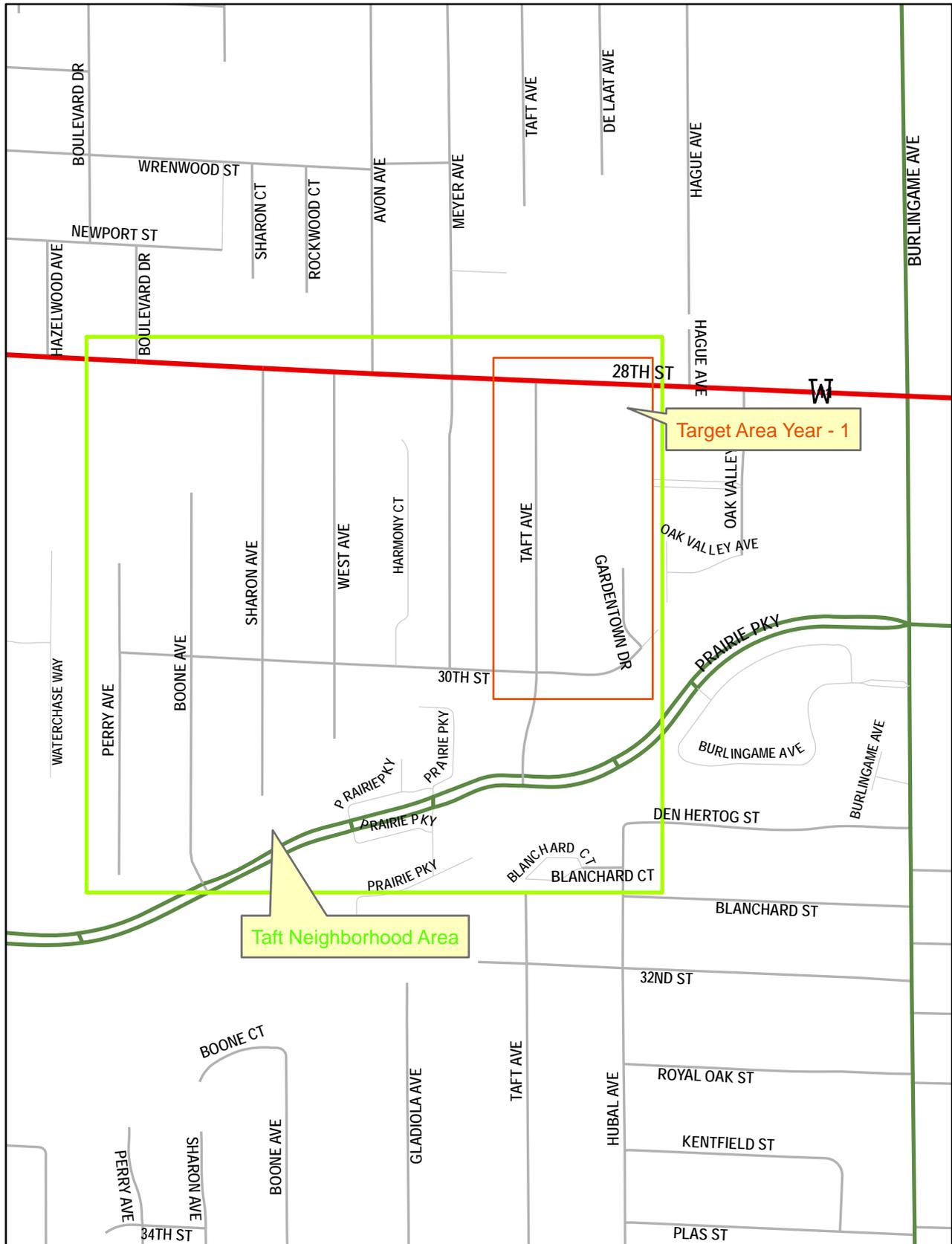
Dated: _____ By _____
Brian Patterson, Executive Director

Period: July 1, 2011 through June 30, 2012
Page 11

Approved as to form:

Jack R. Sluiter, City Attorney

CDBG - Compassion This Way, Inc. Public Services Impact Area 2011-2012



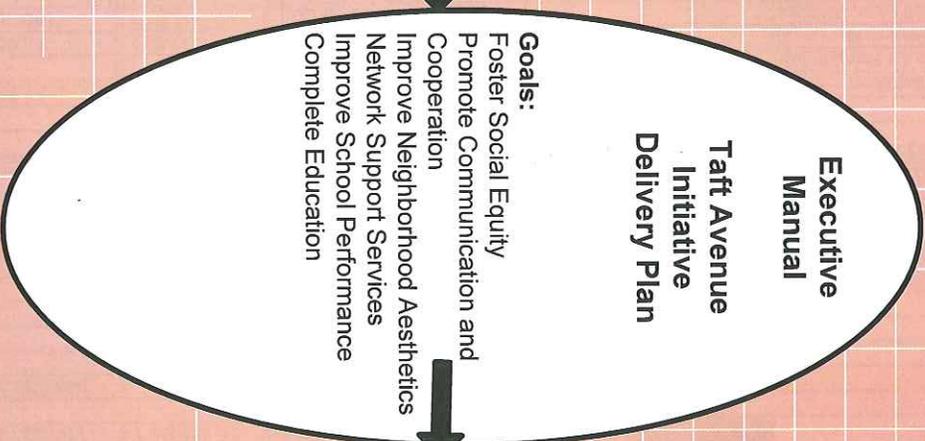
Taft Avenue Initiative

Resources

- People**
 Compassion This Way
 City of Wyoming Offices
 Powerhouse Ministry
 Churches
 Community Agencies
 School Districts
 Governmental Agencies
 Health Services
 Businesses-For-Profit
 Colleges/Universities
- Environment**
 Schools
 Neighborhoods
 Churches
- Materials**
 Food Pantry
 Clothing
 Furnishings - Shelter
 Health Aids
 Bus Passes
 Utilities
 Stipends
- Equipment**
 Information Technologies
 Phones
- Information Aids**
 Inventory System
 Education Services
 Community/Social Services
 Legal Services

Value-Added Processes

- Core Processes:**
 Office Staffing and Schedule
 Drop-in Services
 Advocacy Services List
 Community Services Network
 Events Calendar
 Essentials Distribution
 Transportation
 Block Party Planning
 Special Event Planning
 Student Tutoring
 Mentoring
 Recreation Planning
 GED Support
 Landlord Intervention
- Delivery Plan:**
 Goals and Objectives
 Implementation Plan
 Outcomes and Analysis
- Support Processes:**
 Executive Board Oversight
 City of Wyoming/Landlord
 Communication Plans
 Grant Management
 Budget/Expenditures
 Volunteer Recruitment
 Essentials Procurement
 Food Pantry Management
 Essentials Inventory Management
 Needs Assessment
 Demographics Analysis
 Marketing/Public Relations
 Partnerships
 Technology



Products/Services

- Families/Individuals**
- Services**
 Essentials: Food, Clothing, Shelter, Utilities
 Advocacy: Governmental
 Education: Non-profit, Legal Tutoring, Mentoring
 Spiritual: School Completion
 Compassion Community
- Expectations:**
 Responsive, Timely, Proactive, Consistent, Predictable, Positive, Within Budget

Customers/Needs/Expectations

- Quality Measures**
- | | |
|---|----------------------------|
| Families served | Customer Satisfaction |
| Family Targets met | Success stories |
| Types of services delivered and tallies | Annual Report |
| Donations and grants | Revenue/Expenditure report |

TAFT AVENUE INITIATIVE: Our vision is to promote individual and family independence.

February 2011

The Taft Avenue Initiative is a service of Compassion This Way. Our mission is to leverage local government and community resources to make sustainable positive change for the people in the urban neighborhoods we serve. Compassion This Way is a 501(C)3 registered non-profit organization.

Working together we can:

- promote social equity
- reduce crime/prevent drug use
- improve personal health and safety practices
- support local schools through mentoring
- implement after-school programs
- improve neighborhood aesthetics
- strengthen and expand networks of support services



"Adopt-a-Block is a valuable resource for Taft Elementary."
—John Burn, Principal, Taft Elementary Public School



"Black Hills neighborhood is very blessed to have the Adopt-a-Block program. They put forth a great effort in helping our residents."

—President, Black Hills Neighborhood



"The Adopt-a-Block program provides the tools for residents to maintain or improve the quality of life in their neighborhoods. Which ultimately sustains the community."

Chief James E. Carmody,
Police Chief, City of Wyoming

Making a difference in your life and others...

Share your time and talents by making a difference in the life of a child, family, or neighborhood by being a volunteer.

Pray for **Compassion This Way** and those whom it serves.

Ask your church to take an offering to further the mission.

Make a personal tax deductible donation to **Compassion This Way**.



For more information, volunteer opportunities, or to make a charitable contribution, please contact:

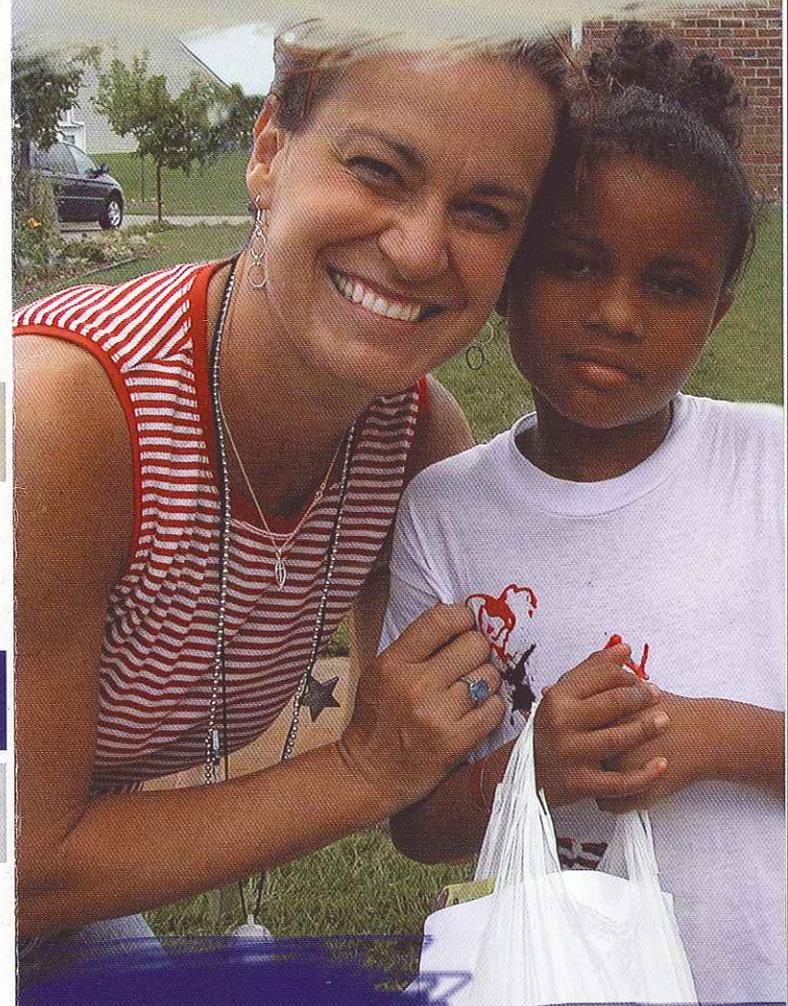
Rev. Brian Patterson, Executive Director
PO Box 9875
Wyoming, MI 49509
(616) 581-6238
bpatt4him@sbcglobal.net



Adopt-a-Block
is a ministry of
Compassion
This Way



Transforming lives
Restoring neighborhoods



MISSION STATEMENT

Transforming our cities by bringing stakeholders together, servicing as a catalyst for change, and creating sustainable neighborhoods.

Compassion This Way

Compassion This Way is a federally recognized (C)3 non-profit organization dedicated to serving the greater Grand Rapids community.

Key to **Compassion This Way's** proven success is the ability to bring together stakeholders making a difference. We work to leverage the resources of local government, law enforcement, businesses, neighborhood associations and residents, churches and faith based organizations, local schools and concerned citizens to create a sustainable positive change in the urban neighborhoods we serve.

partner with:

Black Hills Neighborhood Association
Grand Rapids First Church
Department of Wyoming Police, Parks and Recreation
Grand Rapids Public Schools
Held Park Neighborhood Association
J Kirkoff School of Nursing
Cornerstone University
Held Park United Methodist Church
The Korean Christian Church
Correction Life Powerhouse Ministry
Michigan Prayer Center
and more



Core Values

- Seeking and building meaningful relationships
- Serving with compassion
- Valuing the poor and underserved
- Respecting all people
- Advocating racial reconciliation
- Being committed to teamwork

Strategies

School mentoring program – volunteers building positive relationships with at-risk youth, tutoring support

Health and wellness – connecting GVSU student nurses in expanding care, educational experiences

Adopt-a-Block Ministry – building support system for families

Powerhouse mobile children's ministry – providing fun, mentoring and the Good News

Neighborhood events – connecting neighbors and families

English as a second language – Connecting Cornerstone University students with adults in need of learning the English language



Making a difference in your life and others...

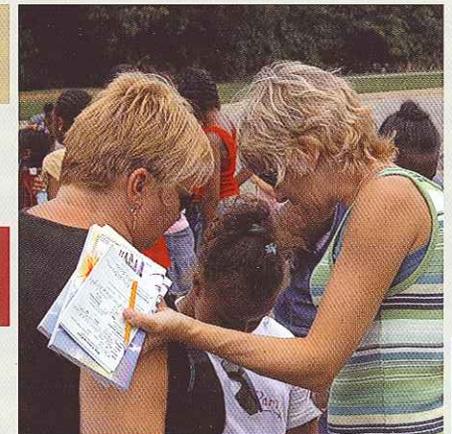
The heartbeat of **Compassion This Way** is a ministry called **Adopt-a-Block**. We serve our community in the Spirit of the Gospel by building relationships and meeting physical and spiritual needs of families resulting in transformed lives and restored neighborhoods.

We are a consistent presence in the neighborhood we serve. We minister door-to-door by showing the love and compassion of Jesus in practical ways. Special events are held throughout the year to connect the community.

- Block parties
- Ladies makeover days
- Neighborhood cleanups
- Christmas events, and much more.

Making a difference locally:

Black Hills, Grand Rapids
Burton Heights, Grand Rapids
Sherman Street, Grand Rapids
Taft Street, Wyoming
Traditions Apartments, Wyoming



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER SUMMER
PROGRAMMING EXPANSION AGREEMENT WITH
WYOMING PUBLIC SCHOOLS – COHORT D

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, specifically Jackson Park Intermediate and Newhall Middle schools, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools. The necessary budget amendment will be presented to City Council for approval on July 5, 2011.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment Draft.

Council member _____ moved, seconded by Council member _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT
DATE: JUNE 6, 2011
CC: BARB VANDUREN, REBECCA RYNBRANDT, JON FELSKA AND TOM REEDER

SCHOOL PARTNERSHIP, GRANT AWARD TO EXPAND T.E.A.M. 21 AFTER-SCHOOL
SUMMER PROGRAMMING FOR COHORT D SITES

The City of Wyoming, and its Parks and Recreation Department, continues to join with the Wyoming Public School District as a service partner in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

The following, and attached, have been reviewed and approved by Rebecca Rynbrandt, Director of Community Services, with her subsequent direction to forward for final processing through your office. Please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District. The agreement targets Jackson Park Intermediate and Newhall Middle Schools and allows for an expanded summer programming collaboration with these schools. The agreement and budget amendment are to be effective for June 6, 2011 through September 2, 2011. As with each 21st Century Learning Center grant, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the June 20, 2011 regular council meeting for approval.

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort D –
Summer Expansion Grant)
JUNE 6, 2011 to SEPTEMBER 2, 2011**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2011, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Jackson Park and Newhall Middle Schools. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Summer Expansion Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$0
Salaries – Temporary	\$14,640
FICA	\$1,200
Hospitalization Insurance	\$0
Life Insurance	\$0
Pension	\$0
Workers Comp. Insurance	\$450
CIP & Longevity	\$0
Unemployment	\$0
Operating Supplies	\$1,600
Travel & Training	\$0
Liability Insurance	\$300
Other Services	\$1,050
Total	\$19,240

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER SUMMER
PROGRAMMING EXPANSION AGREEMENT WITH
WYOMING PUBLIC SCHOOLS – COHORT E

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, Godfrey Lee Public School District, Kelloggsville School District, and Godwin Heights Public School District, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools. The necessary budget amendment will be presented to City Council for approval on July 5, 2011.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment Draft.

Council member _____ moved, seconded by Council member _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT
DATE: JUNE 6, 2011
CC: BARB VANDUREN, REBECCA RYNBRANDT, JON FELSKA AND TOM REEDER

SCHOOL PARTNERSHIP, GRANT AWARD TO EXPAND T.E.A.M. 21 AFTER-SCHOOL
SUMMER PROGRAMMING FOR COHORT E SITES

The City of Wyoming, and its Parks and Recreation Department, continues to join with the Wyoming Public School District as a service partner in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

The following, and attached, have been reviewed and approved by Rebecca Rynbrandt, Director of Community Services, with her subsequent direction to forward for final processing through your office. Please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District. The agreement targets Gladiola Elementary (WPS), North Godwin Elementary (GHPS), East Kelloggsville Elementary (KPS), Lee Early Childhood Center (GLPS) and Lee Middle School (GLPS) and allows for an expanded summer programming collaboration with these schools. The agreement and budget amendment are to be effective for June 6, 2011 through September 2, 2011. As with each 21st Century Learning Center grant, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the June 20, 2011 regular council meeting for approval.

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort E –
Summer Expansion Grant)
JUNE 6, 2011 to SEPTEMBER 2, 2011**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2011, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Gladiola Elementary School, North Godwin Elementary School, East Kelloggsville Elementary School, Godfrey Lee Early Childhood Center, and Godfrey Lee Middle School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Summer Expansion Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.

8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$0
Salaries – Temporary	\$7,320
FICA	\$570
Hospitalization Insurance	\$0
Life Insurance	\$0
Pension	\$0
Workers Comp. Insurance	\$230
CIP & Longevity	\$0
Unemployment	\$0
Operating Supplies	\$800
Travel & Training	\$0
Liability Insurance	\$160
Other Services	\$400
Total	\$9,480

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER SUMMER
PROGRAMMING EXPANSION AGREEMENT WITH
WYOMING PUBLIC SCHOOLS – COHORT F

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, specifically Parkview and West Elementary schools, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools. The necessary budget amendment will be presented to City Council for approval on July 5, 2011.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment Draft.

Council member _____ moved, seconded by Council member _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT
DATE: JUNE 6, 2011
CC: BARB VANDUREN, REBECCA RYNBRANDT, JON FELSKA AND TOM REEDER

SCHOOL PARTNERSHIP, GRANT AWARD TO EXPAND T.E.A.M. 21 AFTER-SCHOOL
SUMMER PROGRAMMING FOR COHORT F SITES

The City of Wyoming, and its Parks and Recreation Department, continues to join with the Wyoming Public School District as a service partner in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

The following, and attached, have been reviewed and approved by Rebecca Rynbrandt, Director of Community Services, with her subsequent direction to forward for final processing through your office. Please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District. The agreement targets West Elementary and Parkview Elementary and allows for an expanded summer programming collaboration with these schools. The agreement and budget amendment are to be effective for June 6, 2011 through September 2, 2011. As with each 21st Century Learning Center grant, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the June 20, 2011 regular council meeting for approval.

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort F –
Summer Expansion Grant)
JUNE 6, 2011 to SEPTEMBER 2, 2011**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2011, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Parkview and West Elementary Schools. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Summer Expansion Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$0
Salaries – Temporary	\$14,640
FICA	\$1,200
Hospitalization Insurance	\$0
Life Insurance	\$0
Pension	\$0
Workers Comp. Insurance	\$450
CIP & Longevity	\$0
Unemployment	\$0
Operating Supplies	\$1,600
Travel & Training	\$0
Liability Insurance	\$300
Other Services	\$1,050
Total	\$19,240

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
WITH WYOMING PUBLIC SCHOOLS – COHORT D

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, specifically Jackson Park Intermediate and Newhall Middle schools, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools. The necessary budget amendment will be presented to City Council for approval on July 5, 2011.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment Draft.

Council member _____ moved, seconded by Council member _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT – COHORT D
DATE: JUNE 6, 2011
CC: BARB VANDUREN, REBECCA RYNBRANDT, JON FELSKA AND TOM REEDER

SCHOOL PARTNERSHIP, GRANT AWARD TO REACH MIDDLE SCHOOL AGED AT-RISK YOUTHS WITH TEAM 21 AFTER-SCHOOL PROGRAMMING (5TH YEAR)

The City of Wyoming, and its Parks and Recreation Department, continues to join with the Wyoming Public School District as a service partner in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

The following, and attached, have been reviewed and approved by Rebecca Rynbrandt, Director of Community Services, with her subsequent direction to forward for final processing through your office. Please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District. The agreement targets Jackson Park Intermediate and Newhall Middle Schools and would represent our fifth year of collaboration with these schools. The agreement and budget amendment are to be effective for July 1, 2011 through June 30, 2012. As with each 21st Century Learning Center grant, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the June 20, 2011 regular council meeting for approval.

CITY OF WYOMING BUDGET AMENDMENT

Date: July 5, 2011

Budget Amendment No. 04

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$217,880 per agreement with Wyoming Public Schools to operate grant funded after-school program - Cohort D.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>21st Century Cohort D</u>				
Salaries 208-752-76102-706000		\$20,500.00		
Salaries - Temp. 208-752-76102-707000		\$151,590.00		
FICA 208-752-76102-715000		\$13,210.00		
Hospitalization 208-752-76102-716000		\$8,500.00		
Life Insurance 208-752-76102-717000		\$40.00		
Pension 208-752-76102-718000		\$3,400.00		
Pension 208-752-76102-718100		\$1,700.00		
Pension 208-752-76102-718200		\$900.00		
Workers Comp. Ins. 208-752-76102-719000		\$5,240.00		
CIP & Longevity 208-752-76102-721000		\$0.00		
Unemployment 208-752-76102-722000		\$0.00		
Operating Supplies 208-752-76102-740000		\$5,000.00		
Travel & Training 208-752-76102-860000		\$0.00		
Liability Ins. 208-752-76102-910000		\$3,500.00		
Other Services 208-752-76102-956000		\$4,300.00		
Revenue Account 208-000-00000-526000		\$217,880.00		
Fund Balance/Working Capital				

Recommended: _____
Finance Director

_____ City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2011-2012 be amended by adoption of the foregoing budget amendment.
Motion carried: _____ years, _____ nays

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort D)
JULY 1, 2011 to JUNE 30, 2012**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2011, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Jackson Park and Newhall Middle Schools. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.
10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.
11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$20,500
Salaries – Temporary	\$151,590
FICA	\$13,210
Hospitalization Insurance	\$8,500
Life Insurance	\$40
Pension	\$6,000
Workers Comp. Insurance	\$5,240
CIP & Longevity	\$0
Unemployment	\$0
Operating Supplies	\$5,000
Travel & Training	\$0
Liability Insurance	\$3,500
Other Services	\$4,300
Total	\$217,880

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product’s insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
WITH WYOMING PUBLIC SCHOOLS – COHORT E

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, Godfrey Lee Public School District, Kelloggsville School District, and Godwin Heights Public School District, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools. The necessary budget amendment will be presented to City Council for approval on July 5, 2011.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment Draft.

Council member _____ moved, seconded by Council member _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT – COHORT E
DATE: JUNE 6, 2011
CC: BARB VANDUREN, REBECCA RYNBRANDT, JON FELSKE AND TOM REEDER

SCHOOL PARTNERSHIP, GRANT AWARD TO CONTINUE CITY-WIDE T.E.A.M. 21
AFTER-SCHOOL PROGRAMMING (4TH YEAR)

The City of Wyoming, and its Parks and Recreation Department, continues to join with our area school districts, Wyoming Public Schools, Godwin Heights Public Schools, Godfrey-Lee Public School and Kelloggsville Public Schools, as a service partner in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

The following, and attached, have been reviewed and approved by Rebecca Rynbrandt, Director of Community Services, with her subsequent direction to forward for final processing through your office. Please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District. The agreement targets Gladiola Elementary (WPS), North Godwin Elementary (GHPS), East Kelloggsville Elementary (KPS), Lee Early Childhood Center (GLPS) and Lee Middle School (GLPS) and the agreement would represent our second year of collaboration with these schools. The agreement and budget amendment are to be effective for July 1, 2011 through June 30, 2012. As with each 21st Century Learning Center grant, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the June 20, 2011 regular council meeting for approval.

CITY OF WYOMING BUDGET AMENDMENT

Date: July 5, 2011

Budget Amendment No. 05

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$547,150 per agreement with Wyoming Public Schools to operate grant funded after-school program - Cohort E.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>21st Century Cohort E</u>				
Salaries 208-752-76103-706000		\$53,000.00		
Salaries - Temp. 208-752-76103-707000		\$376,320.00		
FICA 208-752-76103-715000		\$32,900.00		
Hospitalization 208-752-76103-716000		\$22,000.00		
Life Insurance 208-752-76103-717000		\$90.00		
Pension 208-752-76103-718000		\$8,800.00		
Pension 208-752-76103-718100		\$4,300.00		
Pension 208-752-76103-718200		\$2,300.00		
Workers Comp. Ins. 208-752-76103-719000		\$12,980.00		
CIP & Longevity 208-752-76103-721000		\$60.00		
Unemployment 208-752-76103-722000		\$0.00		
Operating Supplies 208-752-76103-740000		\$15,000.00		
Travel & Training 208-752-76103-860000		\$0.00		
Liability Ins. 208-752-76103-910000		\$8,650.00		
Other Services 208-752-76103-956000		\$10,750.00		
Revenue Account 208-000-00000-527000		\$547,150.00		
Fund Balance/Working Capital				

Recommended: _____
Finance Director

_____ City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2011-2012 be amended by adoption of the foregoing budget amendment.
Motion carried: _____ yeas, _____ nays

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort E)
JULY 1, 2011 to JUNE 30, 2012**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2011, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Gladiola Elementary School, North Godwin Elementary School, East Kelloggsville Elementary School, Godfrey Lee Early Childhood Center, and Godfrey Lee Middle School. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent of the grant and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director (also known as recreation programmer), site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees of all impacted school districts including Godfrey Lee, Godwin Heights, Kelloggsville, and Wyoming to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming and related school districts as required by the grant award if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.

8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$53,000
Salaries – Temporary	\$376,320
FICA	\$32,900
Hospitalization Insurance	\$22,000
Life Insurance	\$90
Pension	\$15,400
Workers Comp. Insurance	\$12,980
CIP & Longevity	\$60
Unemployment	\$0
Operating Supplies	\$15,000
Travel & Training	\$0
Liability Insurance	\$8,650
Other Services	\$10,750
Total	\$547,150

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming's Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming's Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTER AGREEMENT
WITH WYOMING PUBLIC SCHOOLS – COHORT F

WHEREAS, the City of Wyoming and the Wyoming Public Schools are committed to working together to improve the quality of life of the community, and

WHEREAS, the City of Wyoming is a partner with Wyoming Public Schools in the development and implementation of after-school education and recreation programming to maintain and improve the health and quality of life for area citizens and their children, and

WHEREAS, the City of Wyoming and Wyoming Public Schools is presented with an opportunity to extend their relationship to impact school aged children and their families in the Wyoming Public School District, specifically Parkview and West elementary schools, and

WHEREAS, a Cooperative 21st Century Community Learning Center Agreement ensures the reimbursement of the City of Wyoming for expenses incurred through the development and implementation of the 21st Century Community Learning Center Grant, now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the Cooperative 21st Century Community Learning Center Agreement as attached and authorizes the Mayor and City Clerk to enter into such an agreement with Wyoming Public Schools. The necessary budget amendment will be presented to City Council for approval on July 5, 2011.

Attachment: Cooperative 21st Century Services Agreement, Budget Amendment Draft.

Council member _____ moved, seconded by Council member _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

**PARKS AND RECREATION DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: CURTIS HOLT, CITY MANAGER
FROM: ERIC TOMKINS, RECREATION SUPERVISOR
SUBJECT: WYOMING PUBLIC SCHOOLS 21ST CENTURY LEARNING CENTER GRANT – COHORT F
DATE: JUNE 6, 2011
CC: BARB VANDUREN, REBECCA RYNBRANDT, JON FELSKA AND TOM REEDER

SCHOOL PARTNERSHIP, GRANT AWARD TO CONTINUE T.E.A.M. 21 AFTER-SCHOOL PROGRAMMING (3RD YEAR)

The invitation that was extended to the City of Wyoming Parks and Recreation Department to join with the Wyoming Public School District as a service partner for a 21st Century Community Learning Center grant to continue after-school programming to Parkview and West Elementary School students has met with success. The City of Wyoming joins with the Wyoming Public School District in recognizing that the youth of our community need safe, structured and nurturing environments to learn positive life-enhancing academic, physical activity and positive socialization skills through structured out-of-school time opportunities.

The following, and attached, have been reviewed and approved by Rebecca Rynbrandt, Director of Community Services, with her subsequent direction to forward for final processing through your office. Please find attached an agreement, budget amendment and resolution for your and the City Council's consideration which will continue the City of Wyoming Parks and Recreation Department's full support of the 21st Century Community Learning Center projects with the Wyoming Public School District. The agreement targets West Elementary and Parkview Elementary and would represent our third year of collaboration with these schools. The agreement and budget amendment are to be effective for July 1, 2011 through June 30, 2012. As with each 21st Century Learning Center grant, all direct costs are grant funded and no matching funds are required. The City of Wyoming Parks and Recreation Department shall complement education initiatives by providing safe and structured social and recreational activities during after-school hours and summer days.

This grant shall have a long lasting affect on not only the students, but also their families and our community. With your approval, please place this matter before the City Council at the June 20, 2011 regular council meeting for approval.

CITY OF WYOMING BUDGET AMENDMENT

Date: July 5, 2011

Budget Amendment No. 06

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$220,640 per agreement with Wyoming Public Schools to operate grant funded after-school program - Cohort F.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>21st Century Cohort F</u>				
Salaries 208-752-76104-706000		\$21,000.00		
Salaries - Temp. 208-752-76104-707000		\$152,560.00		
FICA 208-752-76104-715000		\$13,330.00		
Hospitalization 208-752-76104-716000		\$8,500.00		
Life Insurance 208-752-76104-717000		\$40.00		
Pension 208-752-76104-718000		\$3,500.00		
Pension 208-752-76104-718100		\$1,700.00		
Pension 208-752-76104-718200		\$900.00		
Workers Comp. Ins. 208-752-76104-719000		\$5,260.00		
CIP & Longevity 208-752-76104-721000		\$40.00		
Unemployment 208-752-76104-722000		\$0.00		
Operating Supplies 208-752-76104-740000		\$6,000.00		
Travel & Training 208-752-76104-860000		\$0.00		
Liability Ins. 208-752-76104-910000		\$3,510.00		
Other Services 208-752-76104-956000		\$4,300.00		
 Revenue Account 208-000-00000-528000		 \$220,640.00		
Fund Balance/Working Capital				

Recommended: _____
Finance Director

_____ City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2011-2012 be amended by adoption of the foregoing budget amendment.
Motion carried: _____ years, _____ nays

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY LEARNING CENTER AGREEMENT (Cohort F)
JULY 1, 2011 to JUNE 30, 2012**

This Cooperative 21st Century Community Learning Center Agreement, entered into this _____ day of _____, 2011, between Wyoming Public Schools, hereinafter called WYOMING and City of Wyoming, hereinafter called CITY, may be altered with mutual written consent from both Wyoming and City when and where applicable. The parties agree as follows.

1. It is generally agreed that in the spirit of cooperation, and a good relationship with the City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, Wyoming will partner to provide such services and/or products (indicated below) to children at Parkview and West Elementary Schools. Wyoming will partner with the City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st Century Grant as approved by the State of Michigan Department of Education. Wyoming will be the fiscal agent and the City will draw down appropriate funds on a monthly basis. Such payment shall be made from Wyoming to the City in less than 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the district director, site coordinators, group leaders, and special teachers. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the Wyoming Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members, and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and the equipment will become sole property of Wyoming if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. Wyoming will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate in preparation of all state and federal reports that apply to the 21st Century Grant.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$21,000
Salaries – Temporary	\$152,560
FICA	\$13,330
Hospitalization Insurance	\$8,500
Life Insurance	\$40
Pension	\$6,100
Workers Comp. Insurance	\$5,260
CIP & Longevity	\$40
Unemployment	\$0
Operating Supplies	\$6,000
Travel & Training	\$0
Liability Insurance	\$3,510
Other Services	\$4,300
Total	\$220,640

12. Wyoming shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the district director will perform most administrative services, it is agreed that Wyoming’s Grant Coordinator has direct oversight of the 21st Century Grant. Wyoming’s Administrative Services will exclude any and all direct disciplinary actions with City employees, but may request action be taken. The Grants Coordinator and/or District Director will provide Wyoming and City administration any information they may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable statutes of the State of Michigan. During the term of this agreement, City shall maintain, in addition to its self insured retention, general liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars.

14. Wyoming shall be held harmless in all manner, except for willful neglect or wrongdoing. Additionally, a product’s insurance coverage shall be included in as part of the indemnity for this agreement.

15. Termination of this agreement by either Wyoming or City requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of August. The Agreement is to be renewed annually prior to September 1.

CITY OF WYOMING

WYOMING PUBLIC SCHOOLS

Jack Poll
Its Mayor

Jon Felske
Its Superintendent

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE FINAL PAYMENT TO THE
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE
2009 RESURFACING PROGRAM

WHEREAS, on June 1, 2009, the City Council entered into a City-State Agreement with the Michigan Department of Transportation (MDOT) for the milling and resurfacing of sections of Burlingame Avenue and Prairie Parkway as part of the American Recovery and Reinvestment Act program in the amount of \$1,528,938.00, and

WHEREAS, said Agreement was based upon project estimates and identified the costs and obligations of each respective party for the resurfacing of both Prairie Parkway and Burlingame Avenue, and

WHEREAS, the bids for the project were less than the Agreement amount, lessening the obligation amounts per the Agreement (Burlingame Avenue \$940,724.91, Prairie Parkway \$459,140.40), and

WHEREAS, the project is complete and the final quantities and obligations to the City of Wyoming are known, and

WHEREAS, the Burlingame Avenue portion of the project was within the project estimate, but the Prairie Parkway portion exceeded the bid amount by \$16,672.11 (or 3.6%), and

WHEREAS, the City-State Agreement requires that the City compensate MDOT for the additional quantities placed within the project in the amount of \$16,672.11, and

WHEREAS, the 2009 ARRA Project Resurfacing Program overage can be financed out of the Capital Improvement Program Fund, Project Account No. 400-50200-972502, but a budget amendment is necessary; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes final payment to the Michigan Department of Transportation for the 2009 ARRA Resurfacing Program and approves the attached budget amendment.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 20th day of June, 2011.

Attachments: Budget Amendment
Invoice

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: June 20, 2011

Budget Amendment No. 042

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$13,000 of budgetary authority for the final project from the 2009 ARRA Stimulus project for the resurfacing of Prairie Parkway.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
ARRA Stimulus - Prairie Parkway 400-441-50200-972502	\$4,040	\$13,000		\$17,040
ARRA Stimulus - Burlingame Ave 400-441-50200-972502	\$10,400		\$10,000	\$400
2009 Resurfacing Program 400-441-50200-972502	\$78,000		\$3,000	\$75,000
Fund Balance/Working Capital				

Recommended: Ken Steub For Tim Smith _____
 Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

MDOT
841(1/92)

INVOICE

Refer to this Number in Correspondence ----

Invoice No.

AF 335428

Date

5/18/11

WYOMING, CITY OF
ATTN: RUSS HENCKEL
2660 BURLINGAME AVENUE
WYOMING, MI 49509-0905

Department of Transportation
Attention: Finance Cashier
P. O. Box 30648
Lansing, Michigan 48909
Phone: (517) 335-0413

Make Check Payable to: State of Michigan -- MDOT

In Re: PROJECT FINAL SETTLEMENT

AGREEMENT NUMBER: 09-5166
AGREEMENT DATED: 06/08/2009

CONTROL SECTION: ARU 41401
PROJECT NUMBER: ARRA 0941-141

JOB NUMBER: 106382A
ITEM NUMBER: JJ3249

LOCATION: PRAIRIE PKWY @ FROM 100' E OF CENTERLINE OF BYRON CIR

PAYMENT DUE AS SPECIFIED IN THE SIGNED AGREEMENT

CITY OF WYOMING
DEPT. APPROVAL
INVOICE #
DATE RECEIVED
P.O. # 2009-00001365
CLOSE P.O. (circle one) YES NO

Invoice Amount: \$16,672.11

Balance Due: \$16,672.11

MDOT Fed. Id.: 386000134

DETACH HERE, SEND REMITTANCE AND THIS STUB TO:

Michigan Department of Transportation, ATTN: Finance Cashier, P. O. Box 30648, Lansing, Michigan 48909

Invoice No.	Code	Name	Agreement									
AF 335428	393	WYOMING, CITY OF	09-5166									
Tran	AY	Index	PCA	Appr	Fund	AO	AC-3	GL	Amount	Proj No	Proj Phase	Fed. Item No.
190	09	90404	88888	90400	4899	2203		0548	16,672.11	106382	AA	JJ3249

MICHIGAN DEPARTMENT OF TRANSPORTATION
 FINANCIAL OPERATIONS DIVISION
 ACCOUNTING SECTION/PROJECT ACCOUNTING UNIT
 FINAL ACCOUNTING FOR:

FINAL ACCOUNTING

Prepared by: Brenda Ingersoll
 Phone Number (517) 335-0413
 Date 2/28/2011

LOCAL: City of Wyoming
 09-5166 6/8/2009
 CONTROL SEC. ARJ 41401
 PROJECT # ARRA 0941-141

JOB # 106382A
 ITEM # JJ3249

LOCATION: Prairie Parkway @ From 100' east of centerline of Byron Center Avenue to 80' west of centerline of Burlingame Avenue, C

TYPE OF WORK	NON-FEDERAL PART	FEDERAL PART	TOTAL EXPENDITURE	FEDERAL PAID	TO BE DISTRIBUTED	STATE SHARE	LOCAL SHARE
CONSTRUCTION CONTRACT		\$477,812.51	\$477,812.51	\$461,140.40	\$16,672.11		\$16,672.11
TOTAL	\$0.00	\$477,812.51	\$477,812.51	\$461,140.40	\$16,672.11	\$0.00	\$16,672.11
Less local share of local costs not reimburseable to MDOT							\$0.00
LOCAL SHARE OF PROJECT							\$16,672.11
LESS LOCAL DEPOSIT AND PAYMENTS							\$0.00
BALANCE						LOCAL OWES	\$16,672.11

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO THE
MICHIGAN DEPARTMENT OF TRANSPORTATION
FOR THE INTELLIGENT TRANSPORTATION SYSTEM
IN 44TH STREET AND DIVISION AVENUE

WHEREAS, on February 2, 2009, the City Council entered into a City-State Agreement with the Michigan Department of Transportation (MDOT) for the installation of surveillance cameras, ITS (Intelligent Transportation System) signal cabinets, conduit, fiber optic cable, wireless infrastructure, radio devices, etc within the City of Wyoming, and

WHEREAS, the project included installations along 44th Street from Byron Center Avenue to US-131, and along Division Avenue from 44th Street to 28th Street, and

WHEREAS, during the installation of conduit, the actual field conditions required that the conduit be directionally drilled along 44th Street instead of open cut, significantly increasing the cost of installation, and

WHEREAS, said installation change has increased Wyoming's share of the project cost by \$23,409.87, which can be financed out of the Capital Improvement Program Fund, Project Account No. 400-441-50200-972502, but a budget amendment is necessary; now, therefore,

BE IT RESOLVED that the City Council does hereby authorize payment to the Michigan Department of Transportation for the Intelligent Transportation System in 44th Street and Division Avenue, and approves the attached budget amendment.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 20th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Budget Amendment

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: June 6, 2011

Budget Amendment No. 043

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$24,000 of budgetary authority for a change of construction methods for the installation of ITS conduit along 44th Street per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
2009 CP ITS Surveillance 400-441-50200-972502	\$200	\$24,000		\$24,200
2009 CP Resurfacing 400-441-50200-972502	\$75,000		\$24,000	\$51,000
Fund Balance/Working Capital				

Recommended: Ken Stark for Tim Smith _____
 Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____
 that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

 City Clerk

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR
STREET REPAIR AT 5555 IVANREST AVENUE

WHEREAS, the street located adjacent to 5555 Ivanrest Avenue has settled and needs to be repaired, and

WHEREAS, on Tuesday, June 14, 2011, Wyoming received five (5) bids to perform the necessary work to repair the street, and

WHEREAS, the lowest bid was submitted by A-1 Asphalt, Incorporated in the amount of \$14,493.42, and

WHEREAS, sufficient funds have been appropriated in the Major Street Fund Account, 202-441-46300-930000; now, therefore,

BE IT RESOLVED that the City Council does hereby award the bid for the Street Repair to A-1 Asphalt, Incorporated in the amount of \$14,493.42.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 20th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attached: Memorandum

Resolution No. _____

MEMORANDUM

DATE: June 14, 2011
TO: Mayor and City Council
FROM: W. Scott Zastrow, Assistant Director of Public Works
SUBJECT: Street Repair – 5555 Ivanrest Avenue

The road located at 5555 Ivanrest Avenue has settled. The settlement has led to flooding and ponding in front of the property’s driveway. In order to alleviate the flooding and ponding, a short section of Ivanrest Avenue needs to be re-graded, and repaved.

On June 14, 2011, five bids were received for the necessary repair work. Five bid packages were sent to pre-approved contractors.

A-1 Asphalt, Incorporated submitted the low bid of \$14,493.42.

A-1 Asphalt, Incorporated	14,493.20
Reith-Riley Construction	18,813.00
Superior Asphalt, Incorporated	22,180.00
Michigan Paving & Materials Company	22,995.39
Lodestar Construction, Incorporated	23,800.00

It is recommended that the City Council award a bid for the street repair to A-1 Asphalt, Incorporated. Sufficient funds are available in the Major Street Fund Account, 202-441-46300-930.000.

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR
CLEANING AND DISINFECTING SERVICES

WHEREAS, the City experiences numerous sanitary sewer backups and water service breaks into residential homes throughout the City, and

WHEREAS, the City provides cleanup and disinfecting services to assist residents who have experienced a sewer backup or water service break, and

WHEREAS, on June 14, 2011, the City received three bids for cleaning and disinfecting services, and

WHEREAS, the low bidder, The Clean Source, is very experienced, efficient and would provide the best service for the City, and

WHEREAS, it is estimated that our annual cost will be \$155,000 and can be financed from the Sewer Fund Transmission Maintenance account 590-441-54200-930000 and Water Fund Service Repair account 591-441-56700-930000; now, therefore,

BE IT RESOLVED that the City Council authorizes the Mayor and City Clerk to award a three year bid for cleaning and disinfecting services to The Clean Source.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 20th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Memorandum
Bid Tabulation

Resolution No. _____

MEMORANDUM

DATE: June 15, 2011
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Cleaning and Disinfecting Services

On June 14, 2011, the City received three bids for cleaning and disinfecting services. Eight invitations to bid were sent to prospective bidders. The low bid was submitted by The Clean Source in the amount of \$155,122.25.

This service is provided to Wyoming residents who have experienced a sewer backup or a water service break that has caused damage in the basement of their home. By having a contractor available twenty-four hours a day, we are assured a response which provides an immediate assessment of the situation and may reduce the damage and resulting claim to the City.

The Clean Source has worked for the City since 2002 responding to water and sewer damage situations. They are very familiar with the City's policies and the process we use to resolve these issues.

It is recommended the bid for cleaning and disinfecting services be awarded to The Clean Source based on the attached bid tabulation. Funds are available in the water and sewer maintenance accounts 590-441-54200-930.000 and 591-441-56700-930.000.

lmb

BID TABULATION
Cleaning and Disinfecting Personal Property - 6/14/11

WORK ITEM DESCRIPTION	UNIT	EST.	The Clean Source		Servepro		Statewide Disaster Res.	
			UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Service Call Business Hours (one per backup)	each	50	\$74.77	\$3,738.50	\$0.00	\$0.00	\$108.33	\$5,416.50
Service Call After Hours (one per backup)	each	75	\$111.65	\$8,373.75	\$162.48	\$12,186.00	\$162.48	\$12,186.00
Extract Water	SF	30,000	\$0.28	\$8,400.00	\$0.98	\$29,400.00	\$0.46	\$13,800.00
Clean & Disinfect Floors & Walls	SF	30,000	\$0.28	\$8,400.00	\$0.24	\$7,200.00	\$0.47	\$14,100.00
Mold & Mildew Treatment	SF	30,000	\$0.11	\$3,300.00	\$0.18	\$5,400.00	\$0.19	\$5,700.00
Removal of Carpet & Pad	SF	10,000	\$0.28	\$2,800.00	\$0.33	\$3,300.00	\$0.76	\$7,600.00
Removal of Furniture & Personal Items	hours	1,000	\$35.20	\$35,200.00	\$38.68	\$38,680.00	\$38.68	\$38,680.00
Disposal of Items	tons	20	\$94.60	\$1,892.00	\$98.21	\$1,964.20	\$80.34	\$1,606.80
Furnish & Place small	ea/day	300	\$20.58	\$6,174.00	\$25.61	\$7,683.00	\$25.61	\$7,683.00
Air Movers large	ea/day	300	\$20.58	\$6,174.00	\$25.61	\$7,683.00	\$29.78	\$8,934.00
Furnish & Place small	ea/day	300	\$62.50	\$18,750.00	\$73.13	\$21,939.00	\$52.53	\$15,759.00
Dehumidifiers large	ea/day	300	\$105.60	\$31,680.00	\$114.72	\$34,416.00	\$114.72	\$34,416.00
Clean & Disinfect Furniture & Misc. Personal Items	hours	200	\$35.20	\$7,040.00	\$38.68	\$7,736.00	\$38.68	\$7,736.00
Monitoring Equipment	hours	250	\$35.20	\$8,800.00	\$38.64	\$9,660.00	\$38.68	\$9,670.00
Inventory & Photos	hours	125	\$35.20	\$4,400.00	\$38.68	\$4,835.00	\$38.68	\$4,835.00
Average Response Time			Hours/Minutes:	1 hour	Hours/Minutes:	1 - 4 - 8	Hours/Minutes:	1 hour
Business Hours			From:	8 a.m.	From:	8 a.m.	From:	8 a.m.
Days			To:	4 p.m.	To:	5 p.m.	To:	5 p.m.
Average Response Time (After Hours- including weekends & holidays)			Monday through Friday		Monday through Friday		Monday through Friday	
How will service calls be charged: (per address, per call-several homes affected by a main line backup, etc.)			Hours/Minutes:	1-2 hours	Hours/Minutes:	1-2 hours	Hours/Minutes:	2 hours
Experience in flood or disaster restoration			1 service call per address (if multiple addresses, 1 service call per crew dispatched)		per address (after hours)		per address	
Experience with large sewer backup situations (Multiple Locations)			In business 13 yrs. Had Wyoming contract since 2002. Ten Techs in Jenison; 10 more available		In business 19 yrs. Worked with G.R., Hudsonville & Jenison as well as out of state for storm losses		Sixteen yrs experience.	
			Experience with several multi location backups in Wyoming & Kentwood		Worked with prop mgmt cos; Handled major cases following rain for GR; own multiple trucks.		Statewide has responded to many large losses	
			\$155,122.25		\$192,082.20		\$188,122.30	

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
IP WIRELESS PHONES AND UNIFIED TRANSMITTER/RECEIVERS

WHEREAS, as detailed in the attached memorandum, the handheld radios used for communication at the City's Water Treatment Plant are in need of replacement and it is recommended they be replaced with two way communication devices (IP wireless phones) that use AP transmitter/receivers (antennas), and

WHEREAS, Netech has provided the City a quotation to furnish fourteen IP wireless phones and nine antennas in the amount of \$11,656.00, and

WHEREAS, funds for the IP wireless phones and antennas are budgeted in account number 591-591-57300-986956, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of the IP wireless phones and antennas from Netech in the amount of \$11,656.00, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

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 the 20th day of June, 2011.

Attachments: Memorandum
Quote

Heidi A. Isakson
Wyoming City Clerk

Resolution _____

Memorandum

To: Kim Oostindie, Human Resources Supervisor
From: Rick Velderman, Maintenance Supervisor
Date: June 14, 2011
Re: IP Wireless Phones and Unified AP Memo

With the addition of the new South Treatment Facility at the Water Treatment Plant, it has become very difficult to communicate with employees from one end of the facility to the other end. Currently, each of the maintenance staff and operators carry a Motorola hand held radio, but the radios no longer work very well due to the large volume of concrete and steel in the buildings. These eight to ten year old radios are also in need of replacement. In order to improve critical communication amongst the maintenance and operating staff, it is recommended that we replace the hand held radios with IP portable wireless phones. The cost of new IP phones is approximately \$12,000. The cost of replacing the existing radios is approximately \$17,000.

We have obtained the attached quotation from Netech, the supplier of communication equipment in the South Treatment Facility, to furnish fourteen IP portable wireless phones and the necessary antennas.

AP Transmitter / Receiver [Antennas]	\$2,914.80
IP Portable Wireless Phones	\$8,741.20

It is my recommendation that we accept the quotation from Netech for new IP portable wireless phones and associated equipment in the amount of \$11,656. We have adequate money in the Water Fund account 591-591-573.00-986.956 to purchase the equipment. Our maintenance staff will complete the transmitter and receiver installations.

cc: J Caron
B Dooley



"Cisco Systems Great Lakes Partner of the Year"



February 8, 2011

Ship/Bill to:
City of Wyoming
Tom Schulz
Tel: 616.399.7852
schulzt@wyomingmi.gov

NETech Corporation
4595 Broadmoor SE, Suite 190
Kentwood, MI 49512
Account Executive: Steve Faber
Direct: 616.281.8115
sfaber@netechcorp.com
Inside Sales Rep: Amy Peterson
apeterson@netechcorp.com

Part Number	Description	Qty.	Each	Total Extended
AIR-LAP1252AG-A-K9	802.11a/g/n-d2.0 2.4/5-GHz Mod Unified AP; 6 RP-TNC; FCC	3	\$ 779.40	\$ 2,338.20
AIR-ANT2422DB-R	2.4 GHz 2.2 dBi Swivel Dipole Antenna Black, RP-TNC	9	\$ 11.40	\$ 102.60
AIR-ANT5135DB-R	5 GHz 3.5 dBi Swivel Dipole Antenna Black, RP-TNC	9	\$ 11.40	\$ 102.60
AIR-PWR-SPLY1	Power Supply - 1250 Series	3	\$ 35.40	\$ 106.20
AIR-PWR-CORD-NA	AIR Line Cord North America	3	\$ -	\$ -
S125RK9W-12410IA	Cisco 1250 Series IOS WIRELESS LAN LWAPP RECOVERY	3	\$ -	\$ -
CON-SNT-LAP1252A	SMARTNET 8XSXNBD 802.11a/g/n-d2.0 2.4/5-GHz Mod Unified A	3	\$ 88.40	\$ 265.20
Project Total:				\$ 2,914.80

Quote is good for 30 days and does not include taxes or freight



"Cisco Systems Great Lakes Partner of the Year"

February 8, 2011

Ship/Bill to:
City of Wyoming
Tom Schulz
Tel: 616.399.7852
schulzt@wyomingmi.gov

NETech Corporation
4595 Broadmoor SE, Suite 190
Kentwood, MI 49512
Account Executive: Steve Faber
Direct: 616.281.8115
sfaber@netechcorp.com
Inside Sales Rep: Amy Peterson
apeterson@netechcorp.com

Part Number	Description	Qty.	Each	Total Extended
CP-7925G-A-K9=	Cisco 7925G FCC; Battery/Power Supply Not Included	14	\$ 405.00	\$ 5,670.00
CON-SNT-7925G1K	SMARTNET 8X5XNBD Cisco 7925G FCC; CM/CME UL Req'd; Battery	14	\$ 6.80	\$ 95.20
CP-BATT-7925G-EXT=	Cisco 7925G Battery, Extended	14	\$ 57.00	\$ 798.00
CP-PWR-7925G-NA=	Cisco 7925G Power Supply for North America	14	\$ 27.00	\$ 378.00
L-CM-DL-10=	Unified CM Device License For ELD - 10 Units	6	\$ 300.00	\$ 1,800.00
Project Total:				\$ 8,741.20
Optional Multicharger				
CP-MCHGR-7925G-BUN	Cisco 7925G Multi-Charger, Power Supply, AC Power Cord	1	\$ 375.00	\$ 375.00
CON-SNT-MCH7925G	SMARTNET 8X5XNBD Cisco 7925G Multi-Charger	1	\$ 6.80	\$ 6.80

Quote is good for 30 days and does not include taxes or freight

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
HYDROFLUOSILICIC ACID (FLUORIDE) AND ALUMINUM SULFATE (ALUM)

WHEREAS, as detailed in the attached memorandum from the City's Water Plant Superintendent, bids were received for Hydrofluosilicic Acid (Fluoride) and Aluminum Sulfate (Alum) by the City of Grand Rapids, and

WHEREAS, as part of a cooperative purchasing strategy, pricing is extended to the Cities of Wyoming, Muskegon, Muskegon Heights, Holland and Grand Haven, and

WHEREAS, the bid specifications include a three year pricing option to allow the Cities and the supplier the opportunity to extend pricing past one year or renegotiate if material costs increase, and

WHEREAS, it is recommended the bid for Hydrofluosilicic Acid be awarded to Key Chemical and the bid for Aluminum Sulfate be awarded to USALCO, and

WHEREAS, purchases of the chemicals will be charged to the Water Chemical Supplies Account number 591-591-55300-740000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of Hydrofluosilicic Acid from Key Chemical and the purchase of Aluminum Sulfate from USALCO in the amounts as detailed on the attached memorandum, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby authorize the City Manager to extend the bid for the second and third year options if recommended by the City of Wyoming's Water Plant Superintendent, and

BE IT FUTHER RESOLVED, that the Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the id opening procedure.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Attachments: Memorandum
Tabulation Sheets

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

TO: Kim Oostindie – Human Resources Supervisor

FROM: Gerald Caron - Water Superintendent

DATE: June 6, 2011

RE: Hydrofluosilicic Acid (Fluoride) and Aluminum Sulfate (Alum)

The City of Grand Rapids has accepted bids and awarded contracts for the purchase of Hydrofluosilicic Acid (Fluoride) and Aluminum Sulfate (Alum). The bids were set up with 3-year pricing to allow the City of Grand Rapids and the supplier the opportunity to extend pricing past one year or renegotiate if material costs have increased.

The bids were received by Grand Rapids as part of a cooperative purchasing strategy where pricing is extended to the Cities of Wyoming, Muskegon, Muskegon Heights, Holland, and Grand Haven. The City of Wyoming has participated in this group purchasing program for more than ten years.

The bid price from Key Chemical for Fluoride for the first year of the agreement is \$588.00 per ton. Our current contract with Mosaic Crop Nutrition LLC is at \$660.00 per ton resulting in a savings of \$72.00 per ton or approximately an 11 percent reduction.

The low bid for Alum is with USALCO. Their first year bid price is \$328.51 per ton. This compares to our current price from USALCO of \$449.82 per ton. With the new price we will save \$121.31 per ton or approximately 27 percent.

In conclusion, I recommend that the City accepts the bid price from the City of Grand Rapids cooperative purchase for Hydrofluosilicic Acid from Key Chemical at a cost of \$588.00 per ton. I further recommend that we accept the bid for Aluminum Sulfate from USALCO at a cost of \$328.51 per ton. It is also recommended the second and third year options be extended if deemed to be in the best interest of the City of Wyoming at the time of extension.

The cost for both of these chemical is budgeted in account 591-591-55300-740.000.

If you concur, I request that this be taken to the City Council for approval.

Attachment: City of Grand Rapids Tabulation Sheets

cc: Bill Dooley

BID TAB

BID REF #885-66-07 BID OPENING DATE: April 25, 2011 FOR: Bulk Chemicals, Hydrofluorisilicic Acid # BIDDERS SOLICITED: 22 BUYER: TW DEPT: Lake Filtration		ITEM 1	
		Purchase and	
		Delivery, Bulk	
		Hydrofluorisilicic Acid \$/Ton	
	Year 1		
	Year 2		
	Year 3		
Mosaic Crop Nutrition LLC		\$660.00	
		NB	
		NB	
Key Chemical		\$588.00	
		\$608.00	
		\$628.00	
Pennco		\$662.50	
		NB	
		NB	
PVS Nolwood		\$726.50	
		\$726.50	
		\$726.50	

BID TAB

BID REF #885-77-12 BID OPENING DATE: April 26, 2011 FOR: Bulk Chemicals, Aluminum Sulfate # BIDDERS SOLICITED: 29 BUYER: TW DEPT: Lake Filtration	ITEM 1	
	Purchase and	
	Delivery, Bulk	
	Aluminum Sulfate	
	Acid	
	\$/Dry Ton	
	Year 1	
	Year 2	
	Year 3	
USALCO		\$328.51
		\$344.93
		\$362.18
General Chemical		\$497.00
		NB
		NB
PVS Nolwood		\$428.00
		\$428.00
		\$428.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
OFFICE SUPPLIES, PAPER AND TONER

WHEREAS, as detailed in the attached memorandum from the Human Resources Supervisor, the City of Wyoming purchases office supplies, paper and toner as needed for use in City departments, and

WHEREAS, the office supplies, paper and toner are purchased on an as needed basis and funds for their purchase are budgeted in the various departmental accounts with the appropriate account being charged at the time of acquisition, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of office supplies, paper and toner through the vendors with contracts with the State of Michigan and the National Intergovernmental Purchasing Alliance (NIPA) and vendors awarded bids through the Kent County Reverse Auction System, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays

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 the 20th day of June, 2011.

Attachments: Memorandum
Cost Analysis

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM Purchasing
City of Wyoming

TO: Curtis Holt, City Manager
FROM: Kimberly Oostindie, Human Resources Supervisor
DATE: June 13, 2011
RE: Purchase of Office Supplies, Toner and Paper

In 2005, the City began using the State of Michigan bid to purchase office supplies, including toner. The Purchasing Department researched additional governmental purchasing programs for office supplies, toner and paper. Attached is a review of some commonly used office supplies, toner and paper. The review compares the current State of Michigan contract, National Intergovernmental Purchasing Alliance (NIPA) contract prices, as well as the most recent Kent County Reverse Auction prices. As shown on the spreadsheet, each of the organizations offered the low price on several items.

The National Intergovernmental Purchasing Alliance (NIPA) is a cooperative that allows educational institutions, government agencies and other non-profit entities to purchase from vendors at the NIPA contract pricing. The City has used NIPA contracts before and recently received a discount of 27% off the retail pricing of a zero turn lawnmower using a NIPA contract. There is no cost to the City to use the NIPA contracts.

Kent County offers a Reverse Auction System available for use by municipalities, including the City of Wyoming, at no cost. This system works like a real-time auction where the price is bid down by sellers who are competing to sell goods and services for progressively lower prices (think EBay in reverse). Over the past several months, the City has used the Kent County Reverse Auction System to obtain the best price for the products that were needed at the time of purchase. Specifically, the City was able to obtain savings on toner and paper purchases through the Kent County Reverse Auction System.

After a review of the purchasing options summarized above, it is recommended the City Council authorize the purchase of office supplies, toner and paper from the State of Michigan awarded vendors and the NIPA awarded vendors, with the purchase being made from the vendor with the lowest price at the time of purchase. It is further recommended that the City use the Kent County Reverse Auction System if it is expected the item could be purchased at a better price than using State of Michigan or NIPA contracts.

City departments purchase office supplies, toner and paper on an as needed basis. It is estimated, the City will spend approximately \$80,000 on office supplies, paper and toner combined over the next year.

Attachment: Cost Analysis

**OFFICE SUPPLIES, PAPER AND TONER
COST ANALYSIS - JUNE 2011**

Description	Mfg.	MFG. Part Number	Unit	Amount in Unit	NIPA Contract		State Contract		Kent County
					Store Cat. #	Price	Store Cat. #	Price	Price
Office Supplies									
Gel Pen	Avery	AVE49986	Each	1		\$ 1.90		\$ 1.27	
Laser Address Labels	Avery	AVE5960	Each	1		\$ 34.05		\$ 60.10	
Post-It Notes	3M	MMM653AU	Each	12		\$ 0.32		\$ 0.97	
Post-It Flags	3M	MMM688AST1	Each	4		\$ 1.08		\$ 1.03	
Gel Pen	Pilot	PIL31021	Each	12		\$ 0.73		\$ 1.28	
Mechanical Pencil	Pilot	PIL51014	Each	12		\$ 1.37		\$ 1.28	
Highlighters	Sharpie	SAN25025	Each	12		\$ 0.35		\$ 0.61	
Highlighters	Eberhard Faber	SAN64326	Box	12		\$ 0.27		\$ 0.09	
1" Binder	Stride	STW87010	Each	1		\$ 2.39		\$ 3.49	
1 1/2" Binder	Stride	STW87020	Each	1		\$ 8.89		\$ 3.90	
Letter Size Canary Writing Pads	Tops Docket	TOP7524	Each	12		\$ 1.12		\$ 2.12	
White Board Cleaner	Expo		Each	1	204057	\$ 1.40	J481803	\$ 2.47	
Ball Point Pen	Pentel		Each	12	987388	\$ 0.37	N1BK-90A	\$ 0.49	
Letter Size File Folders 1/3 Cut	Smead		Each	100	316471	\$ 0.11	F12-153L	\$ 0.27	
1 1/2" Binder	Store Brand		Each	1	396251	\$ 2.00	L2OM02781	\$ 1.48	
1" Binder	Store Brand		Each	1	396291	\$ 1.61	L2OM2766	\$ 2.58	
2" Binder	Store Brand		Each	1	396241	\$ 2.40	L2OM02790	\$ 7.11	
Letter Size Canary Writing Pads	Store Brand		Each	12	305706	\$ 0.65	P3OM97315	\$ 2.37	
Letter Size File Folders 1/3 Cut	Store Brand		Each	100	810838	\$ 0.06	F1OM97182	\$ 0.06	
Medium Binder Clips	Store Brand		Each	12	615402	\$ 0.11	H4OM97008	\$ 0.03	
Small Binder clips	Store Brand		Each	24	615303	\$ 0.05	H4OM99802	\$ 0.11	
Standard Staples	Store Brand		Each	3	432087	\$ 0.64	H1OM99216	\$ 0.54	
Premium Staples	Swingline		Each	1	221051	\$ 1.36	H13556	\$ 3.75	
Rubber Fingers	Various		Each	12	313619	\$ 0.09	A9OM97429	\$ 0.15	
TONER									
HP 27 Black Ink	HP	HEW9322FN	Each	2		\$ 14.09		\$ 18.58	
HP 05A Black Toner	HP	HEWCE505A	Each	1		\$ 77.32		\$ 92.44	\$ 70.00
HP CB400A Black Toner	HP	HEWCB400A	Each	1		\$ 157.01		\$ 187.73	
HP Q6472A Yellow Toner	HP	HEWQ6472A	Each	1		\$ 128.03		\$ 130.98	\$ 136.88
HP CB400A Black Toner	HP	HEWCB400A	Each	1		\$ 157.01		\$ 187.73	
HP 564 Tricolor Ink	HP	CD994FN#140	Each	3		\$ 7.31		\$ 9.35	
HP 11A Black Toner	HP	HEWQ6511A	Each	1		\$ 120.35		\$ 143.90	\$ 116.00
HP 42X Black Toner	HP	HEWQ5942X	Each	1		\$ 219.04		\$ 215.33	\$ 245.00
HP 82X Black Toner	HP	HEWC4182X	Each	1		\$ 183.37		\$ 179.80	\$ 135.00
HP 05x High Yield Black Toner	HP	HEWCE505X	Each	1		\$ 141.84		\$ 169.58	
COPY PAPER									
Copy Paper 8.5 x 11 (92 Bright)	Store Brand		Each	10	348037	\$ 3.25	P1OM98023	\$ 3.36	
Copy Paper 8.5 x 11 (92 Bright)	Boise X9	CASOX9001	Each	10		\$ 15.11		\$ 3.37	\$ 2.80