

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 7, 2013, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor David Christian, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of September 16, 2013
- 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. Federal Highway Association National Award to Daniel Gard
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 1. 13-01 Acceptance of a Quit Claim Deed for a Vision Corner Located at 1928 Wrenwood Street SW (Jennifer Luzar)
 2. 13-02 Acceptance of a Highway, Utility, Bus Rapid Transit and Sidewalk Easement for Properties located at 5473 and 5487 Division Avenue SW (Division Avenue Properties, LLC)
- 13) Budget Amendments**
- 14) Consent Agenda**

(All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Council member, that member may request removal from the Consent Agenda.)

 - a) To Appoint Tamara Lopez as a Member of the Community Development Committee for the City of Wyoming
 - b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Wolverine Glass Products, Inc., in the City of Wyoming (October 21, 2013 at 7:01 p.m.)
 - c) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Reliance Finishing Co., in the City of Wyoming (October 21, 2013 at 7:02 p.m.)
 - d) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Zinger Sheet Metal Co., in the City of Wyoming (October 21, 2013 at 7:03 p.m.)

15) Resolutions

- e) To Approve Amendment No. 37 in the Articles of Incorporation of Grand Valley Metropolitan Council
- f) To Accept and Distribute Additional Grant Funding Received From the Office of Highway Safety Planning (Budget Amendment No. 17)
- g) To Approve a Real Estate and Development Agreement with Kendall Electric, Inc. and to Authorize the Mayor and City Clerk to Execute the Agreement

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

- h) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. (AAAWM) in Support of Older Adult Transportation and to Authorize the Related Budget Amendment (Budget Amendment No. 18)
- i) To Authorize the Mayor and City Clerk to Execute an Agreement with Fishbeck, Thompson, Carr & Huber, Inc. for the Bayberry Farms Storm Water Study (Budget Amendment No. 19)
- j) To Authorize the Purchase of a Street Sweeper
- k) To Authorize the Purchase of a Valve Maintenance Unit
- l) For Award of Bid
 - 1. Gate Valves

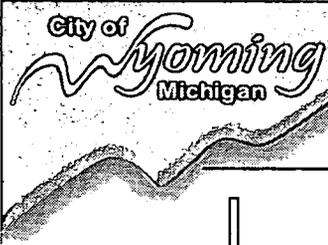
17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment



City Manager's Office

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: www.wyomingmi.gov



- MAYOR
Jack A. Poll
- AT-LARGE COUNCILMEMBER
Sam Bolt
- AT-LARGE COUNCILMEMBER
Dan Burrill
- AT-LARGE COUNCILMEMBER
Kent Vanderwood
- 1ST WARD COUNCILMEMBER
William A. VerHulst
- 2ND WARD COUNCILMEMBER
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

October 7, 2013

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 13-01

Subject: Acceptance of a Quit Claim Deed for a vision corner located at
1928 Wrenwood Street, SW (Jennifer Luzar)

Councilmembers:

Jennifer Luzar, owner of 1928 Wrenwood Street, SW has submitted the following Quit Claim Deed. The deed conveys a 10-foot by 10-foot vision corner triangle to the City of Wyoming. This will allow the sidewalk to go around the corner from Wrenwood Street to Avon Avenue without requiring pedestrians to enter the street to round the corner.

Grantor:	Jennifer Luzar
Parent Parcel:	41-17-10-452-001
Right-of-way Size	10' x 10' Triangle (50 sf)
Consideration:	\$200.00

It is recommended that the City Council accept the attached Quit Claim Deed which has been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Quit Claim Deed

QUIT CLAIM DEED

The Grantor, Jennifer Luzar, a single woman, whose address is 1928 Wrenwood Street, SW, Wyoming, Michigan 49519.

QUIT CLAIMS TO

City of Wyoming, a Michigan Municipal Corporation whose address is 1155 - 28th Street, SW, Wyoming, Michigan 49509, the property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

See Exhibit A for Property Legal Description (Parcel No. 41-17-10-452-001) and Quit Claim Description

For the full consideration of Two Hundred Dollars and No Cents (\$200.00)

This Deed is given to convey land for Public Right-of-way purposes.

DATED: September 7, 2013

APPROVED AS A FORM:
Jack Shuck
Attorney for the City of Wyoming

GRANTOR:
By: Jennifer Luzar
Jennifer Luzar

STATE OF MICHIGAN)
 ss)
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 7th day of September 2013, by Jennifer Luzar, a single woman.

CLARENCE J COLE JR
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: May 20, 2019
Acting in the County of Kent

Clarence J. Cole Jr.
Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 5/20/2019
Acting in the County of Kent

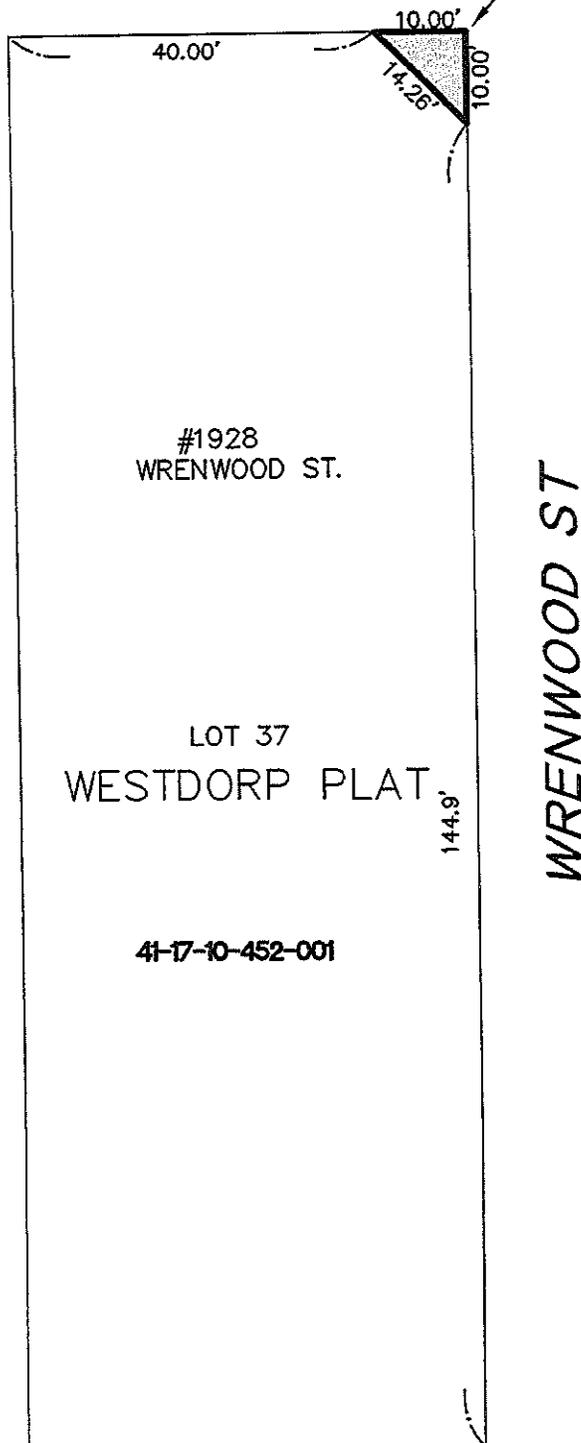
Prepared by and after recording return to:
Deborah S. Poeder
Land Matters LLC
O-11230 Tallmadge Woods Drive
Grand Rapids, MI 49534

Legal Descriptions Prepared by:
Michael Manning, PS
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, MI 49504

EXHIBIT A

AVON AVE.

P.O.B. & NORTHWEST
CORNER LOT 37



PROPERTY LEGAL DESCRIPTION (41-17-10-452-001):

LAND IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, DESCRIBED AS: LOT 37, WESTDORP PLAT, ACCORDING TO THE RECORDED PLAT THEREOF IN LIBER 29 OF PLATS, ON PAGE 4.

QUIT CLAIM DESCRIPTION (41-17-10-452-001):

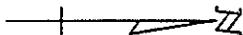
LAND IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 37, WESTDORP PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 37, 10.00 FEET; THENCE SOUTHWESTERLY 14.26 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 37 THAT IS 10.00 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 37; THENCE NORTH ALONG SAID WEST LINE 10.00 FEET TO THE POINT OF BEGINNING.

DATE: 9-03-13
PROJECT NUMBER: 13053

PAGE 1 OF 1

LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▨ QUIT CLAIM AREA
- ▧ TEMPORARY PERMIT

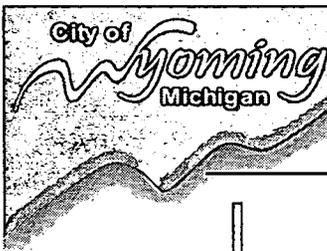


SCALE: 1"=20'



mbn

meyers, bueche & nies, inc.
civil engineers/surveyors
1638 leonard st nw
grand rapids, mi 49504
616-457-5030
fax 616-457-8244



City Manager's Office

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: www.wyomingmi.gov



October 7, 2013

- MAYOR
Jack A. Poll
- AT-LARGE COUNCILMEMBER
Sam Bolt
- AT-LARGE COUNCILMEMBER
Dan Burrill
- AT-LARGE COUNCILMEMBER
Kent Vanderwood
- 1ST WARD COUNCILMEMBER
William A. VerHulst
- 2ND WARD COUNCILMEMBER
Richard K. Pastoor
- 3RD WARD COUNCILMEMBER
Joanne M. Voorhees
- CITY MANAGER
Curtis L. Holt

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 13-02

Subject: Acceptance of a Highway, Utility, Bus Rapid Transit and Sidewalk Easement for properties located at 5473 and 5487 - Division Avenue, SW (Division Avenue Properties, LLC)

Councilmembers:

James Peterson, Member of Division Avenue Properties, LLC, located at 5473 and 5487 Division Avenue, SW, has submitted the following described Highway, Utility, Bus Rapid Transit and Sidewalk Easement. The easement conveys rights to use the land for the purposes of highway, utility or sidewalks, to the City of Wyoming. Additionally, submitted is a Temporary Construction Easement allowing additional access for construction and grading purposes. The easements are shown on the attached Estimate of Just Compensation drawing. Both easements are for the reconstruction and widening of Division Avenue, from 54th Street to 60th Street in 2015.

Grantor:	Division Avenue Properties, LLC
Parent Parcel:	41-17-36-277-036 and 41-17-36-277-037
Right-of-way Size	4,256 sf - Permanent Easement 4,468 sf - Temporary Grading Easement Sign Relocation
Consideration:	\$79,548.74

It is recommended that the City Council accept the attached Highway, Utility, Bus Rapid Transit and Sidewalk Easement and the Temporary Construction Easement which have been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Highway, Utility, Bus Rapid Transit and Sidewalk Easement
Temporary Construction Easement
Estimate of Just Compensation

**CITY OF WYOMING
EASEMENT**

Parcel Nos. 41-17-36-277-036 and 41-17-36-277-037

The Grantor, **Division Avenue Properties, LLC**, a Michigan limited liability company, whose address is 2641 Grove Bluff Court, SE, Grand Rapids, Michigan 49546

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, Bus Rapid Transit Station, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (Parcel Nos. 41-17-36-277-036 and 41-17-36-277-037)

For the full consideration of Sixty-three Thousand Eight Hundred Forty Dollars and No Cents (\$63,840.00).

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

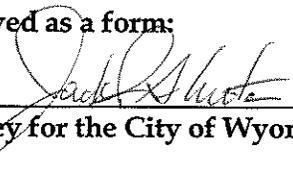
The City shall have the right to temporarily use up to fifteen feet of the Grantor's property outside the Easement Area, but immediately adjoining the Easement Area, to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement Area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

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

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

DATED: 9.7.13

Approved as a form:



Attorney for the City of Wyoming

GRANTOR:
Division Avenue Properties, LLC,
a Michigan limited liability company

James Peterson
By: James Peterson
Its: Member

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

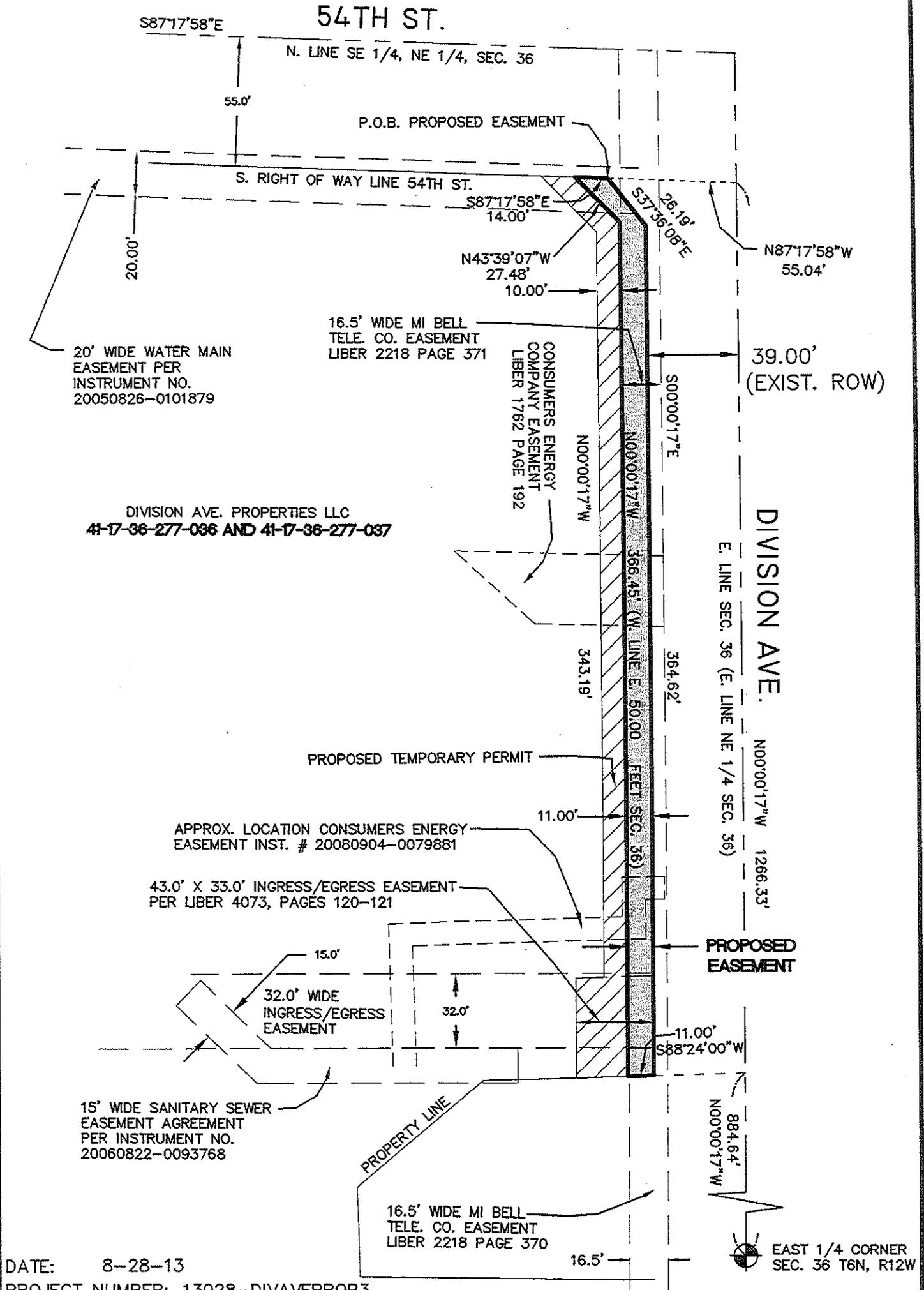
The foregoing instrument was acknowledged before me in Kent County, Michigan on this 3rd day of September 2013, by James Peterson Member of Division Avenue Properties, LLC, a Michigan limited liability company.

Joel Kanstra
Notary Public
State of Michigan, County of Kent
My Commission Expires: 5/22/2020
Acting in the County of Kent

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, LLC
O-11230 Tallmadge Woods Drive
Grand Rapids, Michigan 49534

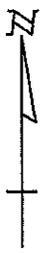
Legal Descriptions prepared by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, Michigan 49504

EXHIBIT A



LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- ▨ PROP. 11' WIDE ESMT.
- ▩ PROP. TEMP. PERMIT



SCALE: 1"=50'



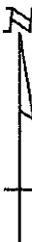
mbn

meyers, buecke & nies, inc.
civil engineers/surveyors
1638 leonard st nw
grand rapids, mi 49504
616-457-5030
fax 616-457-8244

PROPERTY LEGAL DESCRIPTION (41-17-36-277-036 AND 41-17-36-277-037): THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE N00°00'17"W 655.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4 TO A POINT BEING 336 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 3/4, EAST 1/2, SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE N89°14'46"W 333.00 FEET ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF THE EAST 1/2, SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AT A POINT 358 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 3/4, EAST 1/2, SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING N89°14'46"W 328.95 FEET ALONG SAID LINE; THENCE N00°00'00"E 325.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE S89°14'46"E 374.68 FEET; THENCE N00°00'17"W 296.06 FEET PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4; THENCE S87°17'58"E 232.50 FEET; THENCE S37°36'08"E 26.19 FEET; THENCE S00°00'17"E 364.62 FEET ALONG THE WEST LINE OF THE EAST 39.00 FEET OF SAID NORTHEAST 1/4; THENCE S88°24'00"W 73.00 FEET; THENCE S49°47'03"W 71.00 FEET; THENCE S01°47'09"E 38.48 FEET; THENCE N89°14'46"W 4.00 FEET; THENCE S49°57'00"W 214.22 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS: THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, THENCE N00°00'17"W 1321.39 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N87°17'58"W 287.54 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE S00°00'17"E 50.06 FEET TO THE SOUTH RIGHT OF WAY LINE OF 54TH STREET (100 FEET WIDE) AND THE POINT OF BEGINNING; THENCE S87°17'58"E 40.04 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S00°00'17"E 284.17 FEET; THENCE S33°41'41"E 18.31 FEET; THENCE S00°00'17"E 56.05 FEET; THENCE N89°59'43"E 198.07 FEET; THENCE S00°00'17"E 32.00 FEET ALONG THE WEST LINE OF THE EAST 39.00 FEET OF SAID NORTHEAST 1/4; THENCE S89°59'43"W 238.07 FEET; THENCE N00°00'17"W 62.15 FEET; THENCE N89°14'46"W 160.00 FEET; THENCE N00°00'17"W 26.00 FEET; THENCE S89°14'46"E 149.85 FEET; THENCE N00°00'17"W 301.06 FEET TO THE POINT OF BEGINNING.

EASEMENT LEGAL DESCRIPTION: THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N00°00'17"W 1266.33 FEET ALONG THE EAST LINE OF SAID SECTION TO THE SOUTH RIGHT OF WAY LINE OF 54TH STREET; THENCE N87°17'58"W 55.04 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE S37°36'08"E 26.19 FEET; THENCE S00°00'17"E 364.62 FEET; THENCE S88°24'00"W 11.00 FEET TO THE WEST LINE OF THE EAST 50.00 FEET OF SAID SECTION; THENCE N00°00'17"W 366.45 FEET ALONG SAID WEST LINE; THENCE N43°39'07"W 27.48 FEET TO SAID RIGHT OF WAY LINE; THENCE S87°17'58"E 14.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 4256 SQARE FEET.

DATE: 8-28-13
 PROJECT NUMBER: 13028-DIVAVEPROP3

<p>LEGEND</p> <ul style="list-style-type: none"> ● IRON STAKE (SET) ○ IRON STAKE (FOUND) — FENCE ▨ PROP. 11' WIDE ESMT. ▧ PROP. TEMP. PERMIT 	 <p>SCALE: 1"=50'</p>		 <p>meyers, bueche & nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>
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**CITY OF WYOMING
TEMPORARY PERMIT
Parcel Nos. 41-17-36-277-036 and 41-17-36-277-037**

The Grantor, **Division Avenue Properties, LLC**, a Michigan limited liability company, whose address is 2641 Grove Bluff Court, SE, Grand Rapids, Michigan 49546

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54th Street to 60th Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel Nos. 41-17-36-277-036 and 41-17-36-277-037)

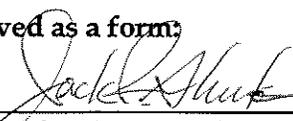
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Six Thousand Seven Hundred Two Dollars and No Cents (\$6,702.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54th Street to 60th Street Reconstruction Project, including restoration of the Temporary Permit Area.

IN WITNESS, WHEREOF, the undersigned has hereunto set their hand this day and year first above written.

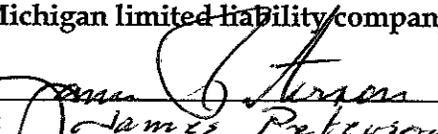
DATED: 9.3.12

Approved as a form:



Attorney for the City of Wyoming

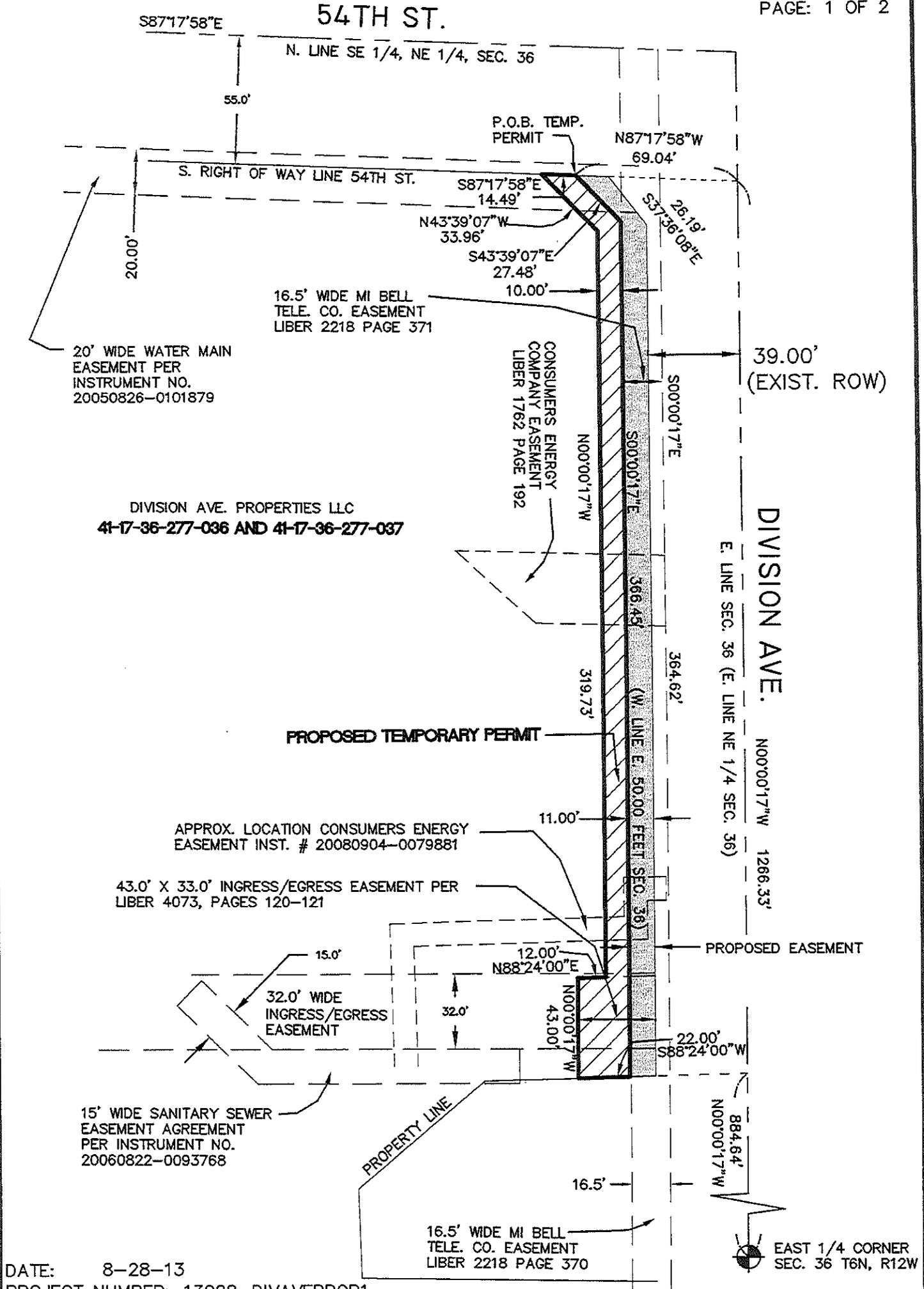
GRANTOR:
Division Avenue Properties, LLC,
a Michigan limited liability company

By: 
Its: Member

Prepared by:
Deborah S. Poeder
Land Matters, LLC
O-11230 Tallmadge Woods Drive
Grand Rapids, MI 49534

Legal Descriptions by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, MI 49504

EXHIBIT A



DATE: 8-28-13
 PROJECT NUMBER: 13028-DIVAVEPROP1

LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- [Hatched] PROP. 11' WIDE ESMT.
- [Diagonal Lines] PROP. TEMP. PERMIT

N

SCALE: 1"=50'

STATE OF MICHIGAN
 MICHAEL MANNING
 PROFESSIONAL SURVEYOR
 No. 51481
 LICENSED PROFESSIONAL SURVEYOR

mbn

meyers, bueche & nies, inc.
 civil engineers/surveyors
 1638 leonard st nw
 grand rapids, mi 49504
 616-457-5030
 fax 616-457-8244

EXHIBIT A

PROPERTY LEGAL DESCRIPTION (41-17-38-277-036 AND 41-17-38-277-137): THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE N00°00'17"W 655.04 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4 TO A POINT BEING 336 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 3/4, EAST 1/2, SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE N89°14'46"W 333.00 FEET ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF THE EAST 1/2, SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AT A POINT 358 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 3/4, EAST 1/2, SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING N89°14'46"W 328.95 FEET ALONG SAID LINE; THENCE N00°00'00"E 325.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE S89°14'46"E 374.68 FEET; THENCE N00°00'17"W 296.06 FEET PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4; THENCE S87°17'58"E 232.50 FEET; THENCE S37°36'08"E 26.19 FEET; THENCE S00°00'17"E 364.62 FEET ALONG THE WEST LINE OF THE EAST 39.00 FEET OF SAID NORTHEAST 1/4; THENCE S88°24'00"W 73.00 FEET; THENCE S49°47'03"W 71.00 FEET; THENCE S01°47'09"E 38.48 FEET; THENCE N89°14'46"W 4.00 FEET; THENCE S49°57'00"W 214.22 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS: THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, THENCE N00°00'17"W 1321.39 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N87°17'58"W 287.54 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE S00°00'17"E 50.06 FEET TO THE SOUTH RIGHT OF WAY LINE OF 54TH STREET (100 FEET WIDE) AND THE POINT OF BEGINNING; THENCE S87°17'58"E 40.04 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S00°00'17"E 284.17 FEET; THENCE S33°41'41"E 18.31 FEET; THENCE S00°00'17"E 56.05 FEET; THENCE N89°59'43"E 198.07 FEET; THENCE S00°00'17"E 32.00 FEET ALONG THE WEST LINE OF THE EAST 39.00 FEET OF SAID NORTHEAST 1/4; THENCE S89°59'43"W 238.07 FEET; THENCE N00°00'17"W 62.15 FEET; THENCE N89°14'46"W 160.00 FEET; THENCE N00°00'17"W 26.00 FEET; THENCE S89°14'46"E 149.85 FEET; THENCE N00°00'17"W 301.06 FEET TO THE POINT OF BEGINNING.

TEMPORARY PERMIT LEGAL DESCRIPTION: THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N00°00'17"W 1266.33 FEET ALONG THE EAST LINE OF SAID SECTION TO THE SOUTH RIGHT OF WAY LINE OF 54TH STREET; THENCE N87°17'58"W 69.04 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE S43°39'07"E 27.48 FEET TO THE WEST LINE OF THE EAST 50.00 FEET OF SAID SECTION; THENCE S00°00'17"E 366.45 FEET ALONG SAID WEST LINE; THENCE S88°24'00"W 22.00 FEET; THENCE N00°00'17"W 43.00 FEET; THENCE N88°24'00"E 12.00 FEET; THENCE N00°00'17"W 319.73 FEET; THENCE N43°39'07"W 33.96 FEET TO SAID RIGHT OF WAY LINE; THENCE S87°17'58"E 14.49 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 4468 SQUARE FEET.

DATE: 8-28-13
 PROJECT NUMBER: 13028-DIVAVEPROP1

<p style="text-align: center;">LEGEND</p> <ul style="list-style-type: none"> ● IRON STAKE (SET) ○ IRON STAKE (FOUND) — FENCE ▨ PROP. 11' WIDE ESMT. ▧ PROP. TEMP. PERMIT 	 SCALE: 1"=50'		 meyers, bueche & nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244
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CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Reconstruction of Division Avenue from 54th Street to 60th Street

PURPOSE OF REPORT: The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

SITE DATA:	Permanent Parcel No.: 41-17-36-277-036 (1) and 41-17-36-277-037 (2)
Parcel: Division Avenue Properties, LLC	Land Use: Commercial Size: 5.42 Ac (total)
Address: 5473 & 5487 S. Division Avenue	Zoning: 201

<p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on Appraisal by Maturen & Associates, Inc. Review Appraisal by R.S. Thomas & Associates, Inc.</p> <p>Summary of Costs:</p> <p><u>Easement:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way from 54th Street to approximately 372 feet south. Area: 4,256 s.f.</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Easement. Area: 4,468 s.f.</p>	<p>SKETCH:</p> <p style="text-align: right;">North</p>
---	---

COMPUTATION OF VALUE:	
RELOCATION OF SIGN, INCLUDING SURVEYOR FEE	\$9,006.74
TEMPORARY PERMIT 4,468 s.f. (Area) X \$1.50 /s.f	\$6,702.00
LAND ACQUISITION, EASEMENT 4,256 s.f. (Area) X \$15.00 /s.f.	\$63,840.00

REMARKS:

Signed:
Land Matters, llc
Deborah S. Poeder

For information call 616.791.9805

\$79,548.74

Agreed to by:
Division Avenue Properties, LLC
Jim Peterson

RESOLUTION NO. _____

RESOLUTION TO APPOINT TAMARA LOPEZ AS A
MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. Tamara Lopez has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2015.
3. City Council wishes to appoint Tamara Lopez as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming Michigan, does hereby confirm the appointment of Tamara Lopez as a member of the Community Development Committee for the unexpired term ending June 30, 2015.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Application

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
WOLVERINE GLASS PRODUCTS, INC., IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 106, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 11447 on May 6, 1985.
2. Wolverine Glass Products, Inc., has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 106, with an estimated cost of \$233,021 for real property and \$1,020,849 for personal property to be located at 5765 Clay Avenue SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Wolverine Glass Products, Inc., for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on October 21, 2013, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Report

Resolution No. _____

Staff Report

Date: 09/25/2013
Subject: Wolverine Glass Products, Inc.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 7, 2013 City Council Meeting

Recommendation:

Staff recommends an eleven (11) year IFT abatement be granted to Wolverine Glass Products, Inc., based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Wolverine Glass has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Wolverine Glass and provide additional employment opportunities to the area.

Discussion:

Wolverine Glass has been operating and growing in the City of Wyoming for 3 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	5765 Clay Avenue SW Wyoming, MI 49548
Personal Property:	\$787,828.00
Real Property:	\$233,021.00
Estimated Jobs:	5 new jobs 29 retained jobs
Starting date of project:	October 2013

Wolverine Glass Products seeks this abatement to allow for the renovation and expansion into a 32,000 square foot building adjacent to its current facility. The purchase and renovation of this

building will allow the company to purchase additional fabricating equipment and position the company for future growth opportunities. Through this expansion the company seeks to hire an additional 5 employees to support its operations.

Budget Impact:

The estimated first year tax savings for Wolverine Glass Products, Inc., which is located in the Wyoming Public School District, is \$16,460.22.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
RELiance FINISHING CO., IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 82, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 10650 on September 20, 1982.
2. Reliance Finishing Co., has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 82, with an estimated cost of \$80,000 for real property and \$600,000 for personal property to be located at 1240 Judd Avenue SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Reliance Finishing Co., for an Industrial Facilities Exemption Certificate shall be held at 7:02 p.m. on October 21, 2013, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Report

Resolution No. _____

Staff Report

Date: 10/02/2013
Subject: Reliance Finishing Co.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 7, 2013 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Reliance Finishing Co. based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Reliance Finishing Co. has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City's Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Reliance Finishing Co. and provide additional employment opportunities to the area.

Discussion:

Reliance Finishing Co. has been operating and growing in the City of Wyoming for 59 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	1240 Judd Avenue SW Wyoming, MI 49509
Personal Property:	\$600,000.00
Real Property:	\$ 80,000.00
Estimated Jobs:	2 new jobs 113 retained jobs
Starting date of project:	January 2013

Reliance Finishing Co., which is a fourth generation owned and operated company, is in the business of product finishing, including various liquid, powder and plastisol coatings. Reliance

Finishing serves a broad spectrum of industries ranging from interior and exterior automotive industries, appliance parts, and office furniture, to the medical industry and gaming and leisure industries. The company is requesting a tax abatement to install a new line for its Judd Avenue facility. This investment will allow the company to purchase the equipment and hire an additional 2 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Reliance Finishing Co., which is located in the Godfrey Lee Public School District, is \$12,700.56.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
ZINGER SHEET METAL CO., IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 210, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 18171 on July 21, 1997.
2. Zinger Sheet Metal Co. has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 210, with an estimated cost of \$75,000 for personal property to be located at 4055 Stafford Avenue SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Zinger Sheet Metal Co. for an Industrial Facilities Exemption Certificate shall be held at 7:03 p.m. on October 21, 2013, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Report

Resolution No. _____

Staff Report

Date: 10/02/2013
Subject: Zinger Sheet Metal Co.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: October 7, 2013 City Council Meeting

Recommendation:

Staff recommends a six (6) year IFT abatement be granted to Zinger Sheet Metal Co. based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Zinger Sheet Metal Co. has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City's Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Zinger Sheet Metal Co. and provide additional employment opportunities to the area.

Discussion:

Zinger Sheet Metal Co. has been operating and growing in the City of Wyoming for 59 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	4055 Stafford Avenue SW Wyoming, MI 49548
Personal Property:	\$ 75,000.00
Real Property:	\$ 0.00
Estimated Jobs:	2 new jobs 14 retained jobs
Starting date of project:	October 2013

Zinger Sheet Metal manufactures rectangular and round duct systems and also does custom fabrication of metal products. Zinger seeks to expand its manufacturing operations in order to

improve the quality of its products and to meet growing customer demand. This investment will allow the company to purchase the equipment needed and will require an additional 2 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Zinger Sheet Metal Co., which is located in the Godwin Public School District, is \$1,150.43.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AMENDMENT NO. 37
IN THE ARTICLES OF INCORPORATION OF
GRAND VALLEY METROPOLITAN COUNCIL

WHEREAS:

1. The members of Grand Valley Metropolitan Council (“Metro Council”) have by majority vote approved Amendment No. 37 (addition of the Village of Sand Lake) of the Articles of Incorporation of Grand Valley Metropolitan Council.
2. The amendment has now been submitted for approval by the legislative bodies of the local units that belong to Metro Council.
3. The City Council of the City of Wyoming has considered Amendment No. 37 (attached hereto) of the Articles of Incorporation of Metro Council.

NOW, THEREFORE, BE IT RESOLVED:

That Amendment No. 37 of the Articles of Incorporation of Grand Valley Metropolitan Council is hereby approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

GVMC Letter

GVMC Notice of Adoption of
Amendment No. 37

Resolution No. _____

GRAND VALLEY METROPOLITAN COUNCIL
NOTICE OF ADOPTION OF AMENDMENT NO. 37
IN ARTICLES OF INCORPORATION

At a regular meeting of Grand Valley Metropolitan Council, held on September 5, 2013, 8:30 a.m., in Grand Rapids, Michigan. A quorum of the members of the Council was present.

It was moved by DeVries and seconded by Donovan that the Articles of Incorporation of Grand Valley Metropolitan Council be amended as follows:

**Amendment No. 37
To Add the Village of Sand Lake as Members.**

1. The first paragraph of the Articles of Incorporation is hereby amended to read in its entirety as follows:

ARTICLES OF INCORPORATION
GRAND VALLEY METROPOLITAN COUNCIL

These Articles of Incorporation are adopted and executed by the incorporating units ("Units"), the City of Grand Rapids, the City of Kentwood, the City of East Grand Rapids, the City of Grandville, the City of Rockford, the City of Hudsonville, the City of Cedar Springs, Byron Township, Plainfield Township, Alpine Township, Gaines Township, Kent County, Grand Rapids Township, Algoma Township, City of Coopersville, City of Greenville, City of Ionia, City of Walker, Courtland Township, City of Wayland, City of Hastings, Village of Middleville, Tallmadge Township, Georgetown Township, Ottawa County, Caledonia Township, Cannon Township, Allendale Township, Cascade Township, the City of Wyoming, the City of Lowell, the City of Belding, Ada Township, and the Village of Sand Lake for the purpose of constituting a Metropolitan Council pursuant to the provisions of Act No. 292 of the Michigan Public Acts of 1989 (the "Act").

The motion to approve the above-stated Amendment No. 37 in the Articles of Incorporation of Grand Valley Metropolitan Council was thereupon adopted.

I hereby certify that the foregoing is a true and complete copy of Amendment No. 37 in the Articles of Incorporation of Grand Valley Metropolitan Council, duly voted upon and adopted at the meeting of Grand Valley Metropolitan Council held September 5, 2013, and I further certify that public notice of such meeting was given as provided by law.

These amendments in the Articles of Incorporation are published by order of Grand Valley Metropolitan Council, by the County of Kent, such county being the largest participating local unit of Grand Valley Metropolitan Council.

Dated: September 5, 2013

John W. Weiss, Executive Director
Grand Valley Metropolitan Council

AMENDMENT NO. 37

To Add The Village of Sand Lake as Members

1. The first paragraph of the Articles of Incorporation is hereby amended to read in its entirety as follows:

**ARTICLES OF INCORPORATION
GRAND VALLEY METROPOLITAN COUNCIL**

These Articles of Incorporation are adopted and executed by the incorporating units ("Units"), the City of Grand Rapids, the City of Kentwood, the City of East Grand Rapids, the City of Grandville, the City of Rockford, the City of Hudsonville, the City of Cedar Springs, Byron Township, Plainfield Township, Alpine Township, Gaines Township, Kent County, Grand Rapids Township, Algoma Township, City of Coopersville, City of Greenville, City of Ionia, City of Walker, Courtland Township, City of Wayland, City of Hastings, Village of Middleville, Tallmadge Township, Georgetown Township, Ottawa County, Caledonia Township, Cannon Township, Allendale Township, Cascade Township, the City of Wyoming, the City of Lowell, the City of Belding, Ada Township, and the Village of Sand Lake for the purpose of constituting a Metropolitan Council pursuant to the provisions of Act No. 292 of the Michigan Public Acts of 1989 (the "Act").

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND DISTRIBUTE ADDITIONAL GRANT FUNDING
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the “Ticketing Aggressive Cars and Trucks”, TACT grant, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$94,497 in grant funds designated for overtime patrols to reduce truck-related crashes, injuries, and fatalities by combining outreach, education, and evaluation with targeted enforcement activities to raise awareness among car and truck drivers about safe driving behaviors to four agencies participating in the enforcement grant.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief James Carmody shall serve as the Director of the Task Force.
2. Timothy Smith shall serve as the Finance Director of the Task Force.
3. The attached Budget Amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Project Overview
Budget Detail Reports

CITY OF WYOMING BUDGET AMENDMENT

Date: October 7, 2013

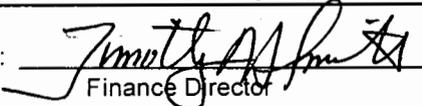
Budget Amendment No. 017

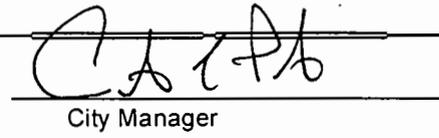
To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$94,500 of budgetary authority and to recognize related grant revenue to be received from the Office of Highways Safety Planning for "Ticketing Aggressive Cars and Trucks (TACT)" Grant per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
General Fund				
Federal Grants - OHSP - TACT Enf 2014 Grant Year.Revenue				
101-505.004 2014 Grant Year.Revenue	\$0	\$94,500		\$94,500
Police - OHSP -TACT Enf - Salaries-Uniform Overtime OHSP Enforcement 2014 Grt Yr Exp.				
101-305-31507-709.000 OHSP Enf.2014.Exp	\$0	\$18,340		\$18,340
Police - OHSP -TACT Enf - FICA OHSP Enforcement 2014 Grt Yr Exp.				
101-305-31507-715.000 OHSP Enf.2014.Exp	\$0	\$1,400		\$1,400
Police - OHSP -TACT Enf - Pension OHSP Enforcement 2014 Grt Yr Exp.				
101-305-31507-718.000 OHSP Enf.2014.Exp	\$0	\$5,010		\$5,010
Police - OHSP -TACT Enf - Workers Comp. Insurance OHSP Enforcement 2014 Grt Yr Exp.				
101-305-31507-719.000 OHSP Enf.2014.Exp	\$0	\$450		\$450
Police - OHSP -TACT Enf - Other Services Grand Rapids OHSP Enforcement 2014 Grt Yr Exp.				
101-305-31507-956.520 OHSP Enf.2014.Exp	\$0	\$22,790		\$22,790
Police - OHSP -TACT Enf - Other Services Walker OHSP Enforcement 2014 Grt Yr Exp.				
101-305-31507-956.523 OHSP Enf.2014.Exp	\$0	\$24,880		\$24,880
Police - OHSP -TACT Enf - Other Services Kent County OHSP Enforcement 2014 Grt Yr Exp.				
101-305-31507-956.525 OHSP Enf.2014.Exp	\$0	\$21,630		\$21,630
Fund Balance/Working Capital				

Recommended:


Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 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

Michigan State Police
Office of Highway Safety Planning
333 South Grand Avenue
P.O. Box 30634
Lansing, Michigan 48909

(517) 241-2500

HIGHWAY SAFETY GRANT APPLICATION

1. PROJECT TITLE Ticketing Aggressive Cars and Trucks TACT		
2. APPLICANT Wyoming Police Department		
3. ADDRESS OF APPLICANT 2300 Dehoop SW Wyoming 49509		
4. STATE SENATE DISTRICT 28, 29, 30	5. STATE REPRESENTATIVE DISTRICT 72, 73, 74, 75, 76, 77, 86	6. U.S. CONGRESSIONAL DISTRICT 3
7. FEDERAL IDENTIFICATION NO. 38-6006933	8. ANTICIPATED ACTIVITY START-UP DATE 10/1/2013	

HIGHWAY SAFETY GRANT APPLICATION
9. STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION
FY 2014

Project Title: Ticketing Aggressive Cars and Trucks TACT **Applicant:** Wyoming Police Department

Overview:

In an effort to reduce the fatality rate of truck-related crashes, the Federal Motor Carrier Safety Administration (FMCSA) and other administrations within the United States Department of Transportation (US DOT) are working to educate motorists on how to share the road safely with commercial motor vehicles (CMVs). One result of these efforts was the development of a high-visibility enforcement program called Ticketing Aggressive Cars and Trucks (TACT; FMCSA, 2012). The TACT program aims to reduce truck-related crashes, injuries, and fatalities by combining outreach, education, and evaluation with targeted enforcement activities to raise awareness among car and truck drivers about safe driving behaviors. TACT program activities often focus on specific unsafe driving behaviors including: unsafe lane changes, tailgating, failing to signal lane changes, failing to yield the right of way, speeding, and aggressive driving (a combination of two or more unsafe behaviors). The state of Michigan considers the TACT program to be particularly well suited to address the state's problem of truck/motor vehicle crashes.

Data on collisions between trucks and motor vehicles from the Michigan crash data files for years 2006-2010 were analyzed to obtain information on the location and time of occurrence of crashes between trucks and motor vehicles, the drivers involved, and the hazardous actions recorded in the data. Overall, hazardous actions were recorded for 90 percent of crashes between trucks and motor vehicles, with 54 percent of the hazardous actions attributed to motor vehicle drivers and 45 percent to truck drivers. The most frequent hazardous actions in these crashes were "speed too fast", "improper lane use", "unable to stop", "failed to yield", and "careless/negligent driving". Motor vehicle drivers involved in a crash with a truck were 1.2 times more likely to be men than women. Motor vehicle drivers under age 25 were 1.4 times more likely to have committed a hazardous action that contributed to the crash than those older than 25 years. Among motor vehicle drivers under age 25, 60 percent committed a hazardous action that contributed to the crash.

The National Highway Traffic Safety Administration has developed a model for conducting high visibility enforcement campaigns, combining evaluation, earned media, paid media, and enforcement. The TACT enforcement plan will follow the national model.

Two corridors in the Grand Rapids area (I-196 and US-131) have been identified for this project. The primary enforcement focus will be passenger vehicle drivers cutting off truck drivers. Aggressive driving behaviors by both commercial vehicle and passenger vehicle drivers will be stopped and cited.

HIGHWAY SAFETY GRANT APPLICATION

10. GOALS

FY 2014

Project Title: Ticketing Aggressive Cars and Trucks TACT **Applicant:** Wyoming Police Department

- Increase safe driving behaviors around large trucks between baseline and the program's completion by a statistically significant amount, based on self-report via surveys of the public.
- Increase safe driving behaviors around large trucks between baseline and the program's completion by a statistically significant amount, based on actual observation of behavior.
- Decrease by a statistically significant amount the number of truck crashes involving a motor vehicle in the TACT program area between baseline and program's completion.

HIGHWAY SAFETY GRANT APPLICATION

11. ACTIVITIES AND PROCEDURES

FY 2014

Project Title: Ticketing Aggressive Cars and Trucks TACT **Applicant:** Wyoming Police Department

The Project Director will coordinate staffing and develop a strategic plan for implementation of the enforcement strategy identified below. The strategic plan shall identify the location, number of officers, and the length of the shift for each of the following three waves:

Enforcement Period 1: Overtime enforcement will be planned October 7-18, 2013. A minimum of one four-hour shift will be scheduled on both identified corridors between the hours of 6 a.m. and 8 p.m. weekdays during this enforcement period.

Enforcement Period 2: Overtime enforcement will be planned November 4-15, 2013. A minimum of one four-hour shift will be scheduled on both identified corridors between the hours of 6 a.m. and 8 p.m. weekdays during this enforcement period.

Enforcement Period 3: Overtime enforcement will be planned December 2-13, 2013. A minimum of one four-hour shift will be scheduled on both identified corridors between the hours of 6 a.m. and 8 p.m. weekdays during this enforcement period.

The Project Director will inform the Chief, Sheriff, Post Commander, prosecutor/city attorney, and judges/magistrates about the enforcement efforts before they occur.

The Project Director shall identify a) a manageable segment of the identified corridor(s) for enforcement and assign a team of officers to those segments or b) an overpass(es) where wolf packs shall be assigned.

The Project Director shall ensure officers discuss the use of both marked and unmarked units and patrol in each direction of travel.

The Project Director shall complete enforcement reports from each law enforcement agency participating in the TACT program activities on a monthly basis.

Public Information

Traffic safety campaigns are most successful when accompanied by public information. The Wyoming Department of Public Safety requests that OHSP develop and distribute public information materials on our behalf to enhance the enforcement campaigns.

HIGHWAY SAFETY GRANT APPLICATION
13. ACCEPTANCE OF AUDIT REQUIREMENTS
FY 2014

Project Title: Ticketing Aggressive Cars and Tru Applicant: Wyoming Police Department

***NOTE: The reporting entity is the government unit responsible for the overall administration of the grant, not just your agency. Failure to complete this section may result in your grant award being delayed or cancelled.**

My reporting entity* receives less than \$500,000 a year.

The following is information on the next organization-wide audit(s) which will include this agency:

1.a. *Audit Period: Beginning 7/1/2013 Ending 6/30/2014
(Date) (Date)

1.b. *Audit Period: Beginning 7/1/2014 Ending 6/30/2015
(Date) (Date)

2.a. Audit or written certification will be submitted to Financial Coordinator by: 11/30/2014
(Date)

2.b. Audit or written certification will be submitted to Financial Coordinator by: 11/30/2015
(Date)

This project is federally funded and therefore is subject to The Single Audit Act of 1984 (P.L. 98-502).

Effective July 1, 1996, if your reporting entity receives \$500,000 or more in federal financial assistance a year, the grantee shall agree to have an audit conducted in compliance with OMB Circulars A-128 or A-133 if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward a copy of the completed audit(s), *including the management letter covering the entire grant period to:*

MDE, Office of Audits
ATTN: Cindy Keller
Hannah Building, 4th Floor
608 West Allegan Street
Lansing, MI 48913

NOTE: The audit or written certification must be submitted to OHSP *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circulars A-128 or A-133. Any information regarding the OMB Circular audit requirements will be furnished by OHSP.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited. Please complete both lines 1.a. through 2.b. if your grant falls within two (2) separate audit time periods.**

HIGHWAY SAFETY GRANT APPLICATION
14. SUB-RECIPIENT INFORMATIONAL FORM
Federal Funding Accountability and Transparency Act
FY 2014

Project Title: Ticketing Aggressive Cars and Trucks T Applicant: Wyoming Police Department

Instructions:

- The DUNS number is a unique nine-character number that enables the federal government to track how federal money is distributed.
 NOTE: If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge: <http://fedgov.dnb.com/webform>.
- The Central Contractor Registration (CCR) is a Web-enabled government wide application that collects, validates, stores, and disseminates business information about the federal governments trading partners in support of the contract award, grants and the electronic payment processes.
 NOTE: If your agency or institution does not have a CCR number, please register at the following website: <https://www.bpn.gov/ccr>.
- Annual Gross Revenues:
 - Check NO if, in the preceding fiscal year, your agency or institution did not receive 80 percent or more of its annual gross revenues in federal awards. Otherwise check the YES box.
 - Check NO if, in the preceding fiscal year, your agency's or institution's annual gross revenues was less than \$25,000,000 in federal awards. Otherwise check the YES box.
- If you checked YES for both Annual Gross Revenue boxes list the names and compensation amounts of the five most highly compensated employees within your agency or institution.
- Please consult with your Financial Officer for accurate completion of this section.

<input type="checkbox"/> My agency receives less than \$25,000 of federal funding from the Office of Highway Safety Planning.		
Sub-Recipient DUNS Number (Format: xx-xxx-xxxx):	78-430-9536	
Sub-Recipient MPIN Number (CCR Registration number):		
CCR Expiration Date (MM/DD/YYYY):		
Sub-Recipients Annual Gross Revenues Exceed 80% or more in Federal Awards	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Sub-Recipients Annual Gross Revenues Equal or Exceed \$25,000,000 in Federal Awards	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Complete this section if answering YES to <u>both</u> questions above:		
Sub-Recipient Highly Compensated Officer	Officer Name	Officer Compensation

HIGHWAY SAFETY GRANT APPLICATION
14. LOCAL CONTRIBUTION
FY 2014

Project Title: Ticketing Aggressive Cars and Trucks TACT **Applicant:** Wyoming Police Department

Law enforcement agencies participating in the grant shall:

- Provide patrol vehicles and/or motorcycles where applicable. This shall include maintenance and proper police equipment.
- Pay dispatchers and officer wages for training and court time

HIGHWAY SAFETY GRANT APPLICATION

15. PROJECT CONTINUATION

FY 2014

Project Title: Ticketing Aggressive Cars and Tru Applicant: Wyoming Police Department

Law enforcement agencies participating in the grant will remain dedicated to improving traffic safety and continue to work together to coordinate traffic enforcement efforts.

HIGHWAY SAFETY GRANT APPLICATION
12. BUDGET DETAIL (cont'd)
FY 2014

Project Title: Ticketing Aggressive Cars and Trucks TACT **Applicant:** Wyoming Police Department

RATE	BASE (SALARIES & WAGES, OR TOTAL PERSONNEL COSTS, OR TOTAL DIRECT COSTS)	TOTAL INDIRECT COSTS
0%	\$75,602	\$0

FEDERAL/STATE AMOUNT +	MATCH AMOUNT =	TOTAL PROJECT AMOUNT
\$94,497	\$0	\$94,497

RESOLUTION NO. _____

RESOLUTION TO APPROVE A REAL ESTATE AND DEVELOPMENT AGREEMENT
WITH KENDALL ELECTRIC, INC. AND TO AUTHORIZE THE MAYOR AND CITY
CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. The City of Wyoming Brownfield Redevelopment Authority owns the property now known as Site 36 and formerly known as the GM Stamping Plant.
2. Kendall Electric, Inc. has interest in purchasing and developing 7.30 acres of the site located at 3838 Clay Avenue SW.
3. In order to facilitate the purchase and development of this portion of the site, the attached Real Estate Purchase and Development Agreement has been drafted.
4. The sale of 3838 Clay Avenue shall be contingent upon the satisfactory completion and fulfillment of all conditions and attachments of this agreement, as determined by the Mayor and/or City Manager.
5. On September 10, 2013, the City of Wyoming Brownfield Redevelopment Authority approved the agreement with contingencies and authorized the execution of the agreement by its representatives.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are authorized to execute the attached Real Estate Purchase and Development Agreement contingent upon the satisfactory completion and fulfillment of all conditions and attachments.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Real Estate Purchase and Development Agreement

Resolution No. _____

REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT

This Real Estate Purchase and Development Agreement is made as of October 7, 2013 (the “**Effective Date**”), between the City of Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate, of 1155 28th Street SW, Wyoming, MI 49509 (the “**Seller**”), Kendall Electric, Inc., a Michigan corporation, of 5101 S. Sprinkle Road, Portage, MI 49002 (the “**Buyer**”), and the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509 (the “**City**”).

RECITALS

- A. The Seller owns real property commonly referred to as “Site 36” or the “former GM Stamping Plant property,” lying along 36th Street west of Buchanan Street in the City of Wyoming, Kent County, Michigan (the “**Site**”), and wishes to sell a 7.30 acres portion of that vacant land which is commonly known as 3838 Clay Ave. and is legally described on the attached **Exhibit A**, including all hereditaments, appurtenances, fixtures, easements, rights and privileges, and improvements of any kind (collectively, the “**Property**”).
- B. The Seller acquired the Site pursuant to a Development Agreement dated March 22, 2011, a copy of which is attached as **Exhibit B**, among Seller, the City, and Thunder Ventures, LLC (“**Thunder Ventures**”) by which the Seller acquired title to the Site and the parties agreed to jointly endeavor to redevelop the Site and to sell portions of the Site for redevelopment (the “**Development Agreement**”).
- C. The Buyer wishes to buy the Property and intends on developing the Property by constructing a building and other improvements on it for purposes of manufacturing, storage/warehousing, office, training, and sales (the “**Project**”).
- D. The Site is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.* (“**Part 201**”), and is subject to the terms and conditions of a Declaration of Restrictive Covenant and Access Easement, dated June 27, 2011, and recorded with the Kent County Register of Deeds on July 19, 2011, in Instrument No. 20110719-0057582, pursuant to which certain restrictions on the use of the Property have been established and access has been granted for remediation and monitoring activities, a copy of the Declaration (without its Exhibit B) is attached t as **Exhibit C** (the “**Restrictive Covenant**”).
- E. The Site is also subject to and part of the City of Wyoming Brownfield Redevelopment Authority (“**WBRA**”) Brownfield Plan, Amendment No. 1 (the “**Brownfield Plan**”) approved pursuant to 1996 PA 381, as amended, MCL 125.2651 *et seq.* (“**Act 381**”), a copy of which Brownfield Plan is attached as **Exhibit D**, which contemplates that certain environmental and non-environmental activities will be undertaken at the Site (“**Eligible Activities**”) some of which will be eligible for reimbursement (“**Eligible**

Costs) from property tax revenues that are generated from an increase in the taxable value of the Property resulting from its development (**"Tax Increment Revenues"**) will be captured.

F. The Buyer intends on expending funds in connection with Eligible Activities and the parties contemplate that Eligible Costs, not to exceed the amount of \$250,000, will be paid back to Buyer as provided in this Agreement.

G. The Michigan Economic Development Corporation (the **"MEDC"**) has tentatively offered to provide incentives in the form of approval of the Brownfield Plan and a related Act 381 Work Plan to allow for the capture of tax increment revenues resulting from the levy of local school operating and state educational taxes (the **"MEDC Incentives"**).

H. The City has indicated a willingness to consider an industrial facilities tax exemption pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (**"Act 198"**).

I. The parties wish to enter into this Agreement to set forth the terms and conditions of the purchase and sale of the Property and the Buyer's development of the Property.

TERMS AND CONDITIONS

For valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

1. Purchase and Sale.

A. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, subject to the Restrictive Covenant, the Brownfield Plan, and other easements and restrictions of record, excluding Title Exceptions.

B. The total **Purchase Price** for the Property is \$365,000, which the Buyer shall pay to Seller at the Closing (defined below) by certified funds or wire transfer of immediately available funds.

C. Within ten (10) business days after the Effective Date, the Buyer will deposit with Transnation Title Agency, of 921 N. Division Ave., Grand Rapids, MI 49503, Attn: Sr. Commercial Escrow Officer, (the **"Title Company"**) the sum of \$15,000 as a deposit of **Earnest Money**. At the Closing, the Earnest Money will be credited against the Purchase Price. The Earnest Money will be refunded to the Buyer if the Buyer terminates this Agreement as permitted in this Agreement or if the Seller breaches any provision of this Agreement. The Earnest Money will become the property of Seller as liquidated damages if Seller terminates this Agreement as a result of a Buyer breach of this Agreement (as provided below).

D. Except as specifically set forth in this Agreement, the Buyer acknowledges that the Seller makes and has made no representations or warranties whatsoever with regard to the condition of the Property, its fitness to any purpose or use, or the presence or absence of any particular soils, or any hazardous or toxic substances or materials and, subject to the terms and conditions of this Agreement, that the Buyer accepts the Property on an "as is, where is" basis. The Buyer also acknowledges it has the opportunity and is undertaking the sole responsibility to inspect the Property and records concerning the Property and is making its own judgment as to the suitability of the Property for its use. Except for those matters addressed in the representations and warranties made in Section 11 and the warranties in the limited warranty deed, by completing its purchase of the Property (**"Closing"**), the Buyer will be accepting title to the Property and the condition of the

Property with no recourse against the Seller or its predecessors in title for any condition of the Property.

2. Title Commitment. Promptly after the Effective Date, the Buyer will order from the Title Company a commitment for an owner's policy of title insurance in the amount of the Purchase Price without standard exceptions and with such endorsements as Buyer desires. If the title insurance commitment discloses any matters of title not acceptable to the Buyer (the "**Title Exceptions**"), the Buyer shall notify the Seller in writing about them within 15 days of the Buyer's receipt of the title commitment and the Buyer's Survey described in Section 3 below. The Seller may, at the Seller's option, cure the Title Exceptions disclosed by the Buyer within 30 days after the Buyer notifies the Seller. Notwithstanding the foregoing, the Development Agreement shall be considered one of the Title Exceptions. If the Seller is unable or elects not to cure the Title Exceptions, they Buyer may either terminate this Agreement (and the Buyer shall receive a refund of the Earnest Money) or accept such title to the Property as the Seller is able to provide, without reducing or abating the Purchase Price. At the closing of the sale and purchase of the Property ("**Closing**"), the Seller shall pay the cost of the premium for the Buyer's owner's title insurance policy in the amount of the Purchase Price, and the Buyer shall pay for any lender's policy of title insurance and any endorsements the Buyer desires.

3. Survey. The Seller has provided to the Buyer a survey of the Property dated January 28, 2011, prepared by Roosien & Associates. The Buyer may, at the Buyer's expense, order any other or additional survey requirements of any type Buyer desires (the "**Survey**"). The Buyer will order the Survey promptly after the Effective Date. If within 15 days after the Buyer receives the Survey, the Buyer notifies the Seller that an encroachment on the Survey, or any other matter shown on the Survey may or will, in Buyer's judgment, impair the value of the Property or Buyer's intended use of the Property, the Seller will have 30 days from the date it is notified in writing by Buyer of the condition(s) of unacceptability to remedy such condition(s). If the Seller fails to remedy the unsatisfactory condition(s) within this time, Buyer will have the same options as provided in Section 2 of this Agreement with respect to Title Exceptions.

4. Environmental Conditions. The Buyer acknowledges that the Site is a facility under Part 201 and subject to the Restrictive Covenant, and agrees to comply with and be bound by and comply with the Restrictive Covenant. The Buyer acknowledges that there are certain remediation and monitoring activities taking place at the Site, some of which may affect the Property. The Buyer acknowledges that the Seller has never been an "operator" of the Property, as that term is defined under applicable environmental laws, and that the Seller became an "owner" of the Property, as that term is defined under applicable environmental laws, solely for the propose of acquiring the Property for sale and redevelopment. The Seller makes no warranties or representations whatsoever with regard to the environmental condition of the Property. Except for those matters addressed in the representations and warranties made in Section 11, by Closing on its purchase of the Property the Buyer will be acknowledging that the Seller has adequately disclosed information about the environmental condition of the Property as provided in Section 5 below and that the Buyer is satisfied with that disclosure.

5. Inspections; Seller Disclosure. During the 60 days subsequent to the Effective Date, the Buyer may enter the Property and conduct, at the Buyer's expense, such inspections, investigations, appraisals and tests of the Property as the Buyer may desire, including without limitation any environmental assessments and tests. All physical entry and activity upon the Property by or for the Buyer or its employees, agents, contractors or consultants, including environmental consultants (collectively, the

"Agents") for any purpose under this Agreement must be performed in a manner that will not unreasonably interfere with the ongoing use of the Property by the Seller or others or the ongoing environmental remediation and monitoring being conducted by and on behalf of the RACER Trust (which has the obligation to address environmental issues on the Site) and must be as unobtrusive as reasonably possible. The Buyer must coordinate with and get the approval of the RACER Trust before engaging in any boring, excavation or similar activities on the Property. The Buyer must promptly return the Property to substantially its original condition upon completion of such inspections and tests, on an ongoing basis, and must repair any and all damage to the Property caused by the Buyer or the Agents. The Buyer will enter the Property and perform inspections at its own risk and responsibility. The Seller shall extend reasonable cooperation to Buyer and the Agents to facilitate such inspections, investigations, appraisals and tests, and grants to the Buyer and the Agents the right to gain entry to the Property to survey and inspect the Property and to perform such soil and other engineering tests and studies thereon as Buyer reasonably deems necessary or desirable. The Buyer will indemnify, defend and hold the Seller harmless from and against any liability, cost, expense or damage for personal injury or property damage incurred by the Seller or as a result of any acts or omissions of the Buyer or the Agents in connection with such inspection of and entry on the Property. These indemnity obligations of the Buyer will survive any termination or rescission of this Agreement and the Closing.

6. Buyer's Conditions to Closing. The Buyer's obligation to Close is subject to the satisfaction or waiver of each of the following conditions on the date(s) specified below or as otherwise provided in this Agreement or, if not specifically set forth herein, then within 120 days of the Effective Date:

- A. The Buyer will have received within 45 days of the Effective Date written approval from its lender that the Buyer qualifies for, and lender commits to, a loan to purchase the Property and complete the Project in an amount and upon terms and conditions reasonably acceptable to the Buyer.
- B. The Buyer will be satisfied, in its sole discretion, with the MEDC Incentives and with any additional economic development incentives provided by the Seller or the City, including approvals needed for the reimbursement from Tax Incremental Revenues provided for in Section 15 of this Agreement and a 12 year tax abatement on the Buyer's real property under 1974 PA 198, as amended.
- C. The Seller will have paid or discharged Title Exceptions objected to by Buyer and will have furnished proof of payment or discharge to the Buyer.
- D. The Buyer will have received and approved the commitment for the title insurance policy and Buyer obtaining (at the Closing) a title policy based upon the commitment.
- E. The Buyer will have received and approved the Survey of the Property.
- F. The Buyer will be satisfied, in its sole discretion, with the environmental condition of the Property.
- G. The Buyer will be satisfied, in its sole discretion, with the condition of the Property and that the Property is suitable for the Project.
- H. The Buyer will have received from all applicable governmental authorities all permits, consents, certificates, and any other approvals necessary for the use of the Property and for the Project.

- I. The Buyer will be satisfied, in its sole discretion, that the Property is served by necessary utilities and that all such utilities are adequate for the Project.
- J. The Buyer will have obtained written confirmation from all applicable governmental authorities that the zoning of the Property permits the construction, use and occupancy of the Project as well as approval from applicable government authorities of the Buyer's proposed site plan.
- K. The Buyer will be satisfied, in its sole discretion, that the Property will have access to railroad siding and that such siding is approved as part of the site plan for the Property.
- L. The Buyer will be satisfied that no claims exist with respect to the Property that would impair its use for the Project.
- M. The Seller will not be in default of this Agreement as of the Closing Date.
- N. The Seller's representations and warranties in Section 11 are true and accurate on the Closing Date.
- O. The Seller shall provide a partial termination of the Development Agreement in recordable form, signed by Thunder Ventures, the Seller and the City, releasing the Property from the terms and conditions of the Development Agreement, except for the continuing access provided in the Restrictive Covenant which is sufficient for the Buyer to obtain title insurance coverage free and clear of the Development Agreement.
- P. The payment of the commission to be paid to Dave Kwekel, CCIM pursuant to Section 13 of this Agreement.

If the Closing does not occur because of the failure of any of the conditions in this Section 6, this Agreement shall terminate, the Earnest Money will be immediately returned to the Buyer, and neither the Buyer nor the Seller will have any further obligation or liability to each other under this Agreement except as otherwise set forth herein.

7. Seller's Conditions to Closing. The Seller's obligation to Close is subject to the satisfaction or waiver of each of the following conditions:

- A. Thunder Ventures must approve the conveyance of the Property to Buyer pursuant to this Agreement. If such approval is not obtained by Seller within 30 days of the Effective Date, then either party may terminate this Agreement and the Buyer shall receive a refund of the Earnest Money.
- B. The Buyer will not be in default under this Agreement.

8. Closing. The Closing must occur within 15 days following the satisfaction or waiver of all conditions specified in this Agreement or on such other date as the parties agree, but not later than December 31, 2013 (the "**Closing Date**"). The Closing will occur with the Title Company or as the parties mutually agree. On the Closing Date, the Earnest Money will be applied as a credit against the Purchase Price. If the Closing has not occurred by the Closing Date, and the Buyer is not then in default under this Agreement (after any applicable notice and cure period), the Buyer may terminate this Agreement and receive an immediate return of the Earnest Money. At Closing, all the following documents, in such form and content as is reasonably satisfactory to the Seller and the Buyer, must be executed and delivered:

- A. A limited warranty deed signed by the Seller, conveying good and marketable title to the Property to the Buyer, subject to only those items listed in the title insurance commitment which Buyer has not objected to, the Restrictive Covenants, the Brownfield Plan, and the provisions of Subsection 14.A of this Agreement.
- B. A closing statement detailing all prorations and adjustments.
- C. An owner's affidavit and any other documents affecting the conveyance or the sale of the Property as may be reasonably requested by the Buyer or the Title Company, or that may be necessary to carry out the purpose and intent of this Agreement.
- D. Evidence of authorization of the sale/purchase acceptable to the Title Company.
- E. A certificate of nonforeign status.
- F. Any other document reasonably required by the Title Company, the Seller or the Buyer, as may be customary or necessary to effectuate the Closing.

9. Closing Expenses and Adjustments. The parties understand there are no property taxes or special assessments levied against the Property. Nevertheless, at Closing, the Seller must pay any past due real property taxes and all past due and current special assessments. The parties also understand the conveyance of the Property should be exempt from transfer taxes. Nevertheless, the Seller must pay any transfer taxes or conveyance fees associated with the conveyance of the Property. The Seller and the Buyer shall split equally any closing fee charged by the Title Company. The Seller shall pay for the preparation of the deed, and Buyer shall pay for the recording of the deed (other than any transfer taxes or conveyance fees).

10. Possession. The Seller is shall deliver possession of the Property to Buyer at Closing in substantially the same condition as exists on the date of this Agreement free and clear of tenants and/or other occupants, except for the rights of the RACER Trust and governmental agencies under the Restrictive Covenant.

11. Representations and Warranties.

A. The Seller represents and warrants to the Buyer the following, as of the Effective Date, which representations and warranties will continue to be true and accurate as of the Closing Date:

(1) The execution and delivery of this Agreement, the consummation of the transactions provide for in this Agreement, and compliance with the terms of this Agreement will not conflict with, or result in a breach of, any other agreement of the Seller or any judgment, order or decree of any court having jurisdiction over the Seller or the Property. This Agreement and all instruments executed or to be executed by Seller in connection with this Agreement are, or when executed will be, legal, valid, and binding instruments enforceable against the Seller in accordance with their respective terms and conditions.

(2) To the best of the Seller's knowledge, there is no pending or threatened litigation, proceeding, lien, or governmental investigation relating to the Property, there is no pending or threatened condemnation action affecting the Property, and no such condemnation action is contemplated by any governmental authority.

(3) To the best of the Seller's knowledge, the Seller is not in violation of any federal, state, or local statute, law, ordinance, regulation, order, or ruling affecting the Property.

(4) The Seller has not made any agreement that is binding on the Seller or the Property to sell the Property to any party other than the Buyer. The Seller has not granted to any party an option to purchase the Property, which is enforceable or exercisable now, or at any time in the future.

(5) The Seller has not contracted for any improvements on the Property that could give rise to a construction lien against the Property.

(6) Except as provided in the Restrictive Covenant, there are no Leases, Contracts, or rights of occupancy outstanding with respect to the Property.

(7) There are no leases, licenses or occupancy agreements and no maintenance or other contracts relating to the Property.

(8) There are no variances or other zoning approvals relating to the property except as expressly disclosed in this Agreement.

The Seller shall hold the Buyer harmless, indemnify, and at the Buyer's option, defend the Buyer, from and against any loss, including, without limitation, reasonable attorney fees, incurred by reason of the Seller's breach of any of the foregoing representations and warranties. The Seller's obligations under this Section shall survive the closing.

B. The Buyer represents and warrants to the Seller the following, as of the Effective Date, which representations and warranties will continue to be true and accurate as of the Closing Date:

(1) The Buyer is a corporation, duly organized and validity existing under the laws of the State of Michigan.

(2) The Buyer has, or prior to the Closing Date will have, duly and properly taken all proceedings required to be taken by or on the part of Buyer to authorize the execution, delivery, and carrying out of this Agreement.

(3) The Buyer is not a party to any contract, settlement, judicial order, or other agreement of any kind which would prohibit or otherwise restrict its ability to purchase any of the Property from the Seller pursuant to this Agreement.

The Buyer shall hold the Seller harmless, indemnify, and at the Seller's option, defend the Seller, from and against any loss, including, without limitation, reasonable attorney fees, incurred by reason of the Buyer's breach of any of the foregoing representations and warranties. The Buyer's obligations under this Section shall survive the closing.

12. Remedies. Except as otherwise specifically provided in this Agreement, the following remedies shall apply to any breach of this Agreement occurring prior to closing.

A. The Seller's remedy for the Buyer's breach or failure to perform under this Agreement, or if Buyer gives notice of termination of the Agreement other than as permitted hereunder, will be, after giving Buyer written notice of the default(s) and the opportunity to cure within 15 days after receiving such notice: to terminate this Agreement by notice to the Buyer, in which case the Earnest Money shall be promptly paid to the Seller, and neither the Seller nor the Buyer shall have any further liability to the other under this Agreement. Alternatively, the Seller may pursue any other right or remedy available at law or in equity, including, without limitation, injunctive relief and specific performance of this Agreement.

B. The Buyer's remedy for the Seller's breach or failure to perform under this Agreement will be, after giving Seller written notice of said default(s) and the opportunity to cure same within 15 days after receiving written notice of such default(s), to terminate this Agreement by notice to the Seller, in which case the Earnest Money shall be promptly returned to Buyer, and neither the Seller nor the Buyer shall have any further liability to the other under this Agreement. Alternatively, the Buyer may pursue any other right or remedy available at law or in equity, including, without limitation, injunctive relief and specific performance of this Agreement.

After the closing, the parties shall be entitled to damages and to equitable remedies as generally applicable under the laws of the state of Michigan.

13. Brokers. The Seller has not incurred any broker's fees or commissions. The Buyer's agent is Dave Kwekel, CCIM who shall be paid a broker's fee/commission of 3.5% of the Purchase Price at the Closing by Seller. No other fees or commissions shall be paid and the parties mutually represent and warrant to one another that none is due.

14. Development of the Property. The Buyer's construction, occupancy and use of the Project is the motivator for the Seller to sell the Property to the Buyer at the Purchase Price and to provide or agree with the provision of the MEDC Incentives and the economic development incentives offered by the Seller and the City.

A. Accordingly, after the Closing, the Buyer shall have the following obligations: The Buyer shall construct and develop the Project in strict accordance and compliance with an approved site plan, and all applicable codes, regulations, and ordinances, including Section 90-509, Auto Plant Property Development, of Article XV of the City of Wyoming Code of Ordinances, a copy of which is attached to this Agreement as **Exhibit E**. In addition, the Project shall have façade materials and design, landscaping materials and layout, and other design elements as generally described and depicted on **Exhibit F**. Construction of the Project shall commence within 180 days after the Closing Date and the Buyer shall occupy and use the Project within 18 months after the Closing Date. The deed provided at the Closing shall include a provision running with the land allowing the Seller to repurchase the Property from the Buyer, if the Buyer fails to commence construction within 180 days after the Closing Date and such failure is not cured within ninety (90) days after Buyer receives written notice of such failure from Seller. The deed shall also provide that, unless it is rezoned by the City or unless the City Council otherwise approves by a resolution, the property may be used only for those advanced manufacturing uses, warehousing, industrial processing and similar uses that do not result in material odors, air emissions, or noise audible more than 100 feet from the Property. This provision of this Agreement shall survive the Closing. No fewer than 75 full-time equivalent employees shall be employed on the Property and the Buyer shall invest not less than \$4,500,000.00 to construct and development the Project on the Property.

B. Prior to the closing and without expense to the Buyer, the Seller shall remove the pedestrian walkway that links the Property with other portions of the Site. The Buyer may remove other improvements on the Site with reimbursement provided under Act 381 as provided in Section 15 of this Agreement.

15. Brownfield Reimbursement.

A. The Brownfield Plan shall be amended as necessary to enable the Seller to make the reimbursements from Tax Incremental Revenues to be captured pursuant to the Brownfield Plan as

provided in this Agreement. The parties shall cooperate in the amendment to the Brownfield Plan providing such information as is necessary to complete it as required by Act 381, by the MEDC and by the MDEQ. The parties shall also cooperate in the preparation and approval by the MEDC and, perhaps, the MDEQ of brownfield work plans as necessary to capture Tax Increment Revenues from local school operating and state educational taxes. The approvals of the Brownfield Plan and work plans shall be precondition for Closing.

B. The Seller shall collect all Tax Increment Revenues from the Property and disburse them as provided in this Agreement. The first 10 % of Tax Increment Revenues received by Seller each year shall be retained by Seller for its administrative expenses.

C. The Buyer shall be entitled to recover up to but not exceeding the sum of \$250,000 as Eligible Costs plus interest as provided below. For those Eligible Costs for which the Buyer seeks reimbursement, the Buyer shall submit to the Seller a written statement detailing the costs, and any other information which may be required by state authorities or reasonably required by the Seller to verify the costs and that they are reimbursable under this Agreement and the Brownfield Plan. Only those costs which the MEDC or the MDEQ would find to be eligible for reimbursement under Act 381 and applicable state rules and policies shall be Eligible Costs.

D. Payments to the Buyer shall be made as follows:

(1) Within 45 days of its receipt of the information identified in Subsection 16.C above, the Seller shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Seller determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs and is accurate is processed as provided in Section 15.D(2) below. If the Seller disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Buyer in writing of its determination and the reasons for its determination. Buyer shall have 28 days to address the reasons given by the Seller and shall have an opportunity to meet with Seller's representatives or, if the Seller's Board consents, to meet with the Seller's Board to discuss and resolve any remaining dispute. In doing so, the Buyer shall provide the Seller a written response to the Seller's decision and the reasons given by the Seller. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Subsection 15.E below.

(2) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Seller shall pay to the Buyer the amounts for which submissions have been made within 30 days after the Seller receives Tax Increment Revenues from which the submission may be wholly or partially paid. If a partial payment is made by the Seller because of insufficient Tax Increment Revenues, the Seller shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until the maximum Eligible Costs have been paid to Buyer, or the repayment obligation expires, whichever occurs first.

(3) Except as further provided in this Section, interest on the obligation of the Seller to reimburse the Buyer for the Eligible Costs shall accrue at the rate provided in Section 15.D(5) from the date the submission for Eligible Costs has been made as provided in Section 15.C of this Agreement until the Buyer has been fully reimbursed or the repayment obligation expires, whichever occurs first. Such interest shall not accrue during any period beginning on the date

that Buyer has not timely paid its property taxes and ending on the date that such taxes, including all penalties, interest and other amounts due in relation thereto, are paid in full. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. This includes payment of any taxes that are in dispute and for which an appeal has been filed with the Michigan Tax Tribunal.

(4) The repayment obligation under this Agreement shall expire upon the payment by the Seller to the Buyer of all amounts due Buyer under this Agreement or on December 31, 2023, whichever occurs first.

(5) In no case shall the total amount paid to the Buyer exceed the total amount of Eligible Costs plus accrued interest at the rate of 3.5% per annum from the date the fully completed reimbursement requests are submitted as provided in Subsection 14.C of this Agreement. Interest shall not be paid if the City or the Seller reasonably makes a determination based on a reported court decision, an opinion of the Michigan attorney general, or the position of the Michigan Department of Treasury that payment of interest is prohibited by law. The Buyer may appeal any decision of the City or the Seller to a court of competent jurisdiction. In no case shall any particular payment to the Buyer exceed the total amount of Eligible Costs for which reimbursement requests have been submitted plus accrued interest at the rate provided in this Agreement from the date the fully completed reimbursement requests are submitted as provided in Subsection 15.C of this Agreement less any amounts already paid Buyer for such Eligible Costs and accrued interest. Interest shall begin to accrue as of the date of the request for reimbursement is filed.

E. If there is a dispute over whether a cost submitted by the Buyer is an "Eligible Cost," the dispute shall be resolved by an independent engineering professional chosen by mutual agreement of the parties. If the parties are unable to agree upon an engineering professional, then each party shall choose an independent engineering professional and the two engineering professionals selected by the parties shall together choose a third engineering professional and the three engineering professionals shall review the Seller's decision. If and to the extent that two of the three engineering professionals so selected agree that costs submitted are eligible, then Buyer shall be reimbursed those costs in accordance with this Agreement. The fees for the professionals contemplated by this Section shall be reimbursed with Tax Increment Revenues.

F. If, due to an appeal of any tax assessment or reassessment or any other reason, the Seller is required to reimburse any Tax Increment Revenues, the Seller may deduct the amount of any such reimbursement from any amounts due and owing the Buyer or, if all amounts due the Buyer under this Agreement have been fully paid, the Seller may invoice the Buyer for the amount of such reimbursement and the Buyer shall pay the Seller such invoiced amount within 30 days of the Buyer's receipt of the invoice from the Seller.

G. Nothing in this agreement shall limit the right of Buyer to appeal any tax assessment. However, as long as any tax abatement as provided in Section 16 remains in effect or any obligation for reimbursement from Tax Increment Revenues remains in effect, the Buyer shall not in any appeal contend that the assessed and resulting taxable value of the Property should be less the Buyer's cost to acquire the property and construct and install the Project as provided in this Agreement.

H. The Buyer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Seller by available Tax Increment Revenues. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason, increased Tax Increment Revenues from the Project do not result in sufficient revenues to satisfy such obligations, the Buyer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Seller and the Buyer shall assume the full risk of and responsibility for any such loss or costs.

I. If there is a change in law or another circumstance that materially adversely changes the effectiveness of the reimbursements to the Buyer provided under the Brownfield Plan and this Agreement and/or that materially adversely affects the amount of tax revenues (including any replacement tax revenues) collected by the City and/or the Seller, representatives of the parties shall, within 21 days of a written request by any affected party, meet to consider in good faith possible accommodations and/or accords that could address the situation(s) in a mutually beneficial and acceptable manner.

J. If, within 12 years of its first occupancy of the Property, the Buyer closes or substantially reduces its operations on the Property such that there are fewer than 50 full time equivalent employee positions on the Property during any 60 day period or for more than 90 total days in any calendar year, if demanded by a resolution of the City Council of the City, the Buyer shall repay the City the full amount of any Brownfield Reimbursements and any tax abatement the Buyer has received as described in this Section 15 or as otherwise provided by law.

K. All provisions of this Section 15 shall survive the Closing and remain in effect until the tax abatement is terminated and all obligations for reimbursements from Tax Increment Revenues are met.

16. Act 198 Tax Exemption. The Property lies within an industrial development district established by the City on July 15, 2013. Not later than February 1, 2014, the Buyer shall file with the City an "Application for Industrial Facilities Exemption Certificate," Michigan Department of Treasury Form 1012 (Rev. 5-07), seeking, pursuant to 1974 P.A. 198, as amended, MCL 207.551 *et seq.* ("Act 198"), an exemption of all real property taxes that would otherwise be levied against the Property. If the tax abatement is approved by the City Council and, subsequently, by the State Tax Commission, the following shall apply to that tax abatement and shall constitute the agreement required under Act 198.

A. No later than February 20 of the year following the year in which the tax abatement became effective and February 20 of each year thereafter that the Act 198 Exemption is in effect, the Buyer will file an annual letter certifying as of the previous December 31 the number of full-time equivalent jobs at the Property and an indication of the annual pay range (without revealing confidential information). The first letter will be due on February 20, 2015, and the last one will be due on February 20 following the year in which the exemption expires or is terminated. Each letter shall include a certification that its contents are true to the best knowledge of the person signing the letter.

B. The City Council may revoke the Act 198 Exemption if the Project on the Property has not been completed as provided in Section 14 of this Agreement or if the Buyer has failed to create or maintain the jobs as required in Section 14 of this Agreement.

C. If, during the period of time that the Act 198 Exemption is in effect, the Buyer fails to create or maintain the jobs on the Property as required by Section 14 of this Agreement then the City Council may require the Buyer to pay to the City the total amount of the taxes that would have been paid if the tax abatement had not been granted, which amount will be distributed to all taxing units on a *pro rata* basis looking at their respective tax levies in the year said payment is made.

D. If the City Council wishes to consider a resolution seeking the revocation of the tax abatement or consider recovering the abated taxes, the City shall provide the Buyer written notice of the meeting at which such a resolution will be considered and an opportunity to address the City Council prior to formally considering any such action.

E. All provisions of this Section 16 shall survive the Closing and shall remain in effect until 2 years after the tax abatement expires.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and it supersedes all other agreements between the parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing and duly executed by both parties.

18. Interpretation. Both parties had input into the drafting of this Agreement and had the advice of legal counsel before entering into this Agreement. Therefore, this Agreement shall be construed as mutually drafted. The captions are only for reference and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement. Whenever an officer is mentioned by title in this Agreement, it shall be construed as meaning that officer or his/her designee or, if the office is abolished or duties transferred to another officer, to the officer to whom such duties are assigned.

19. Assignment and Benefit. No party may assign this Agreement or any rights, duties or obligations under this Agreement without the express, prior written authorization of the other party following action by such party's governing body. Such authorization shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding on the parties and their permitted successors and assigns. However, no other parties are intended to benefit from or be beneficiaries of this Agreement. Notwithstanding the foregoing, Buyer shall have the right, without Seller's consent, to assign this Agreement to an entity that controls, is controlled by or under common control with Buyer.

20. Further Documents. Should further documentation reasonably be needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as are reasonably needed without undue delay or conditions.

21. Governing Law; Severability. This Agreement will be governed by the laws of the State of Michigan, without regard to its conflicts of law principles. If any term or provision of this Agreement or the application of any term or provision to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable will not be affected, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

22. Jurisdiction. Jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Kent County Michigan. To the extent not

prohibited by law, the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings, which costs shall include, without limitation, actual, reasonable attorney fees, expert fees, filing fees, discovery costs, travel expenses, and other cost resulting from such action.

23. Notices. All notices required under this Agreement must be in writing and will be deemed to have been received, and therefore given, (1) when delivered personally, (2) the actually delivered after mailing first class certified mail, return receipt requested, with postage prepaid, through the United States Postal Service, or (3) the first business day after deposit with a national overnight courier service with next day delivery requested, addressed to the party to be so notified as follows:

To Seller:

City of Wyoming Brownfield
Redevelopment Authority
1155 28th Street SW
Wyoming, MI 49509
Attn: City Manager

To Buyer:

Kendall Electric, Inc.
5101 S. Sprinkle Road
Portage, MI 49002
Attn: President

Any party may at any time change its address for notice to it by notice to the other party.

24. Counterparts & Facsimile. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement, as well as on any other documents to be executed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures, and be bound by this provision.

The Buyer and the Seller have signed this Agreement as of the date first written above.

CITY OF WYOMING BROWNFIELD
REDEVELOPMENT AUTHORITY

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Tom Brann, Vice Chair & Acting Chair

By: _____
Barbara VanDuren, Secretary

On _____, 2013, Tom Brann and Barbara VanDuren, who are personally known to me as the Vice Chair and Secretary, respectively, of the Brownfield Redevelopment Authority of the City of Wyoming, Michigan, appeared before me and acknowledged their signatures on behalf of that authority.

*
Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: _____

KENDALL ELECTRIC, INC.

By: _____

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2013, _____, who is personally known to me as the _____ of Kendall Electric, Inc. appeared before me and acknowledged _____ signature on behalf of that corporation.

*
Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: _____

CITY OF WYOMING

By: _____
Jack Poll, Mayor

By: _____
Heidi Isakson, Clerk

STATE OF MICHIGAN
COUNTY OF KENT

On _____, 2013, Jack Poll and Heidi Isakson, who are personally known to me as the Mayor and Clerk, respectively, of the City of Wyoming, Michigan, appeared before me and acknowledged their signatures on behalf of the City.

*
Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: _____

Drafted by:
Scott G. Smith
Clark Hill PLC
200 Ottawa Ave, NW, Suite 500
Grand Rapids, MI 40503

When recorded, return to:
Scott G. Smith
Clark Hill PLC
200 Ottawa Ave, NW, Suite 500
Grand Rapids, MI 40503

No transfer tax is due for this document because no interest in real property is conveyed by this document.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING OF WESTERN
MICHIGAN, INC. (AAAWM) IN SUPPORT OF OLDER ADULT TRANSPORTATION AND
TO AUTHORIZE THE RELATED BUDGET AMENDMENT

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAWM have an established contract to provide certain services with state and federal funding for a period ending September 30, 2013.
3. The City of Wyoming had applied to amend the service contract effective October 1, 2013 through September 30, 2014.
4. The Board of Directors of AAWM voted to award the City of Wyoming \$11,133 to provide transportation services for older adults.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming recognizes the total awarded grant amount of \$11,133 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAWM
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract Amendment

STAFF REPORT

Date: September 19, 2013

Subject: Grant Award for Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor, Molly Remenap, Recreation Programmer II

Meeting Date: October 7, 2013

RECOMMENDATION:

It is recommended that the City Council approve a grant agreement with the Area Agency on Aging of Western Michigan in the amount of \$11,133 to provide for the continuance of the Wyoming Senior Center's Older Adult Transportation Assistance Program.

SUSTAINABILITY CRITERIA:

Social Equity – This program works to assure reliable transportation for adults 60 years of age and older who have limited economic means, are disabled, and are socially isolated.

Economic Strength – Through grant support, we will be able to subsidize over 5,500 Go! Bus rides for area older adults. Program participant's use tickets to attend the Wyoming Senior Center and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services.

DISCUSSION:

Our application for continuation funding in support of senior citizen transportation needs has met with success. Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of funding \$11,133 in support of our Go! Bus subsidized ticket program for fiscal year 2014. Older Americans Act dollars which funds this program become available October 1, 2013. We were pleased that the program's merits and the vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Wyoming Parks and Recreation Department in support of area older adults and is administered out of the Wyoming Senior Center.

BUDGET IMPACT:

An additional \$11,133 will be leveraged to provide for transportation services for older adults.

**FY 2014 - 2016
CONTRACT FOR SERVICES TO OLDER ADULTS
UNDER TITLE III OF THE OLDER AMERICANS ACT
AND/OR OLDER MICHIGANIANS ACT**

This Contract is between the Area Agency on Aging of Western Michigan, Inc., a Michigan non profit corporation, whose address is 3215 Eaglecrest Dr., NE, Grand Rapids, Michigan 49525 (“AAAWM”), and City of Wyoming, a Michigan Municipality, whose address is 1155 – 28th Street, SW, Wyoming, MI 49509. (“Service Provider”).

AAAWM has entered into a contract with the Michigan Office of Services to the Aging (“OSA”) for a grant under the Older Americans Act of 1965 as amended (the “Act”).

AAAWM now desires to engage Service Provider to render certain service(s), in connection with the OSA contract, which are listed on **Attachment II**. These services will assist AAAWM’s accomplishment of activities set forth in its approved Area Plan.

AAAWM and Service Provider mutually agree as follows:

1. Authority to Enter Contract

Service Provider assures AAAWM that it possesses legal authority to enter into this Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of Service Provider’s governing body authorizing an official representative to execute this Contract.

Service Provider certifies that it has not been suspended or debarred by the U.S. government from receiving federal dollars.

2. Performance and Scope of Services

AAAWM shall administer, and Service Provider shall perform, the services listed on **Attachment II**, which are incorporated into and made a part of this Contract.

Service Provider agrees to be bound by all of the policies, procedures, responsibilities, guidelines, terms, and conditions stated in the *Policies and Procedures Manual* (the “Manual”). Parts of the Manual are restated in this Contract for emphasis. However, the complete Manual, as updated, is incorporated into and made a part of this Contract. Service Provider acknowledges receiving a copy of the Manual.

Service Provider will establish linkages with other area service providers, including volunteer organizations, for continuity of services especially to address the comprehensive range of needs any service recipient may present.

3. Client Eligibility

All persons who meet the criteria included in the Manual shall be eligible for services under this Contract. Preference will be given to providing services to older individuals with the greatest economic or social needs, with particular attention to low-income minority individuals.

A means test shall not be used to determine eligibility for, denial of, or limitation of services to an older person unless specifically required by state or federal law. Cost sharing by service recipients may be required for services as stated in the Manual.

4. Term

This Budget is for a period beginning on October 1, 2013 and ending on September 30, 2014.

5. Contract Modification

Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if done in writing with the document signed by an authorized person on behalf of AAAWM and Service Provider.

6. Payment

For providing services under this Contract, Service Provider shall receive up to **\$11,133.00 (eleven thousand one hundred thirty-three and 00/100 dollars)**. Reimbursement will be only for actual, reasonable and allowable costs under the terms of this Contract. Service Provider shall expend any and all payments solely for the purpose(s) specified in this Contract.

AAAWM may set-off against any amounts due under this Contract any amounts which are determined by AAAWM to have been disallowed costs or un-obligated funds under contracts between AAAWM and Service Provider.

The Budget, stated on **Attachment I**, is incorporated into and made part of this Contract.

7. Local Match

Service Provider agrees to provide Local Match in the amount of **\$1,237.00 (one thousand two hundred thirty-seven and 00/100 dollars)**, as shown in the Budget, **Attachment I**.

8. Audits

Service Provider, when receiving more than \$300,000 in total state and federal funding, shall have an annual audit performed on Contract operations. Service Provider, when receiving up to \$300,000 in total federal and state funding shall have an audit performed at least every two (2) years on Contract operations.

The purpose of the audit shall be to determine the effectiveness of the financial management systems and internal procedures established by the Service Provider to meet the terms of this Contract.

Nothing in this section is intended to limit the right of AAAWM, OSA, the federal government, or any of their authorized representatives to conduct an audit of Service Provider's operations at any time and for any reason or for no reason at all.

9. Services Publicized

Services must be publicized to the population Service Provider plans to reach by using means most effective in reaching the target population.

Any promotional materials, including films, slides, books, reports, pamphlets, papers, or articles based on activities receiving support under the Contract shall contain acknowledgement of AAAWM, OSA, and funding through State appropriations or the Older Americans Act, and a statement of compliance with Title VI of the Civil Rights Act.

Where activities under this Contract result in a book or other copyrighted material, the author is free to obtain a copyright, but AAAWM and OSA reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all such material.

10. Property

Service Provider understands and agrees that title to all equipment and supplies acquired with grant support under this Contract shall remain vested in AAAWM and will never pass or vest in Service Provider. Service Provider agrees to secure prior written permission from AAAWM before any disposition of such equipment or supplies.

11. Recordkeeping

Service Provider agrees to record and maintain data about service recipients which are required by AAAWM. At a minimum, data about service recipients shall include the name, age, sex, race, estimated income, limitations of daily living activities, types of services received, and number of units of service received (by service category).

Service Provider agrees to collect statistical fiscal data on a regular basis and to provide fiscal statistical reports at times prescribed by, and in a format acceptable to AAAWM.

12. Access to Records

AAAWM, OSA, Department of Community Health, Administration for Community Living (ACL), Controller General of the United States, or any of their authorized representatives shall have the right of access to any books, documents, papers, or other records of Service Provider, in order to make audits, examinations, excerpts, and transcripts, so long as such conforms to the Privacy Act of 1974, as amended. The rights of access in this section shall last as long as the records are retained.

13. Confidentiality

Service Provider shall report service recipient information to AAAWM and AAAWM shall have access to the files, as necessary, to administer programs, so long as access conforms to the Privacy Act of 1974, as amended. Information about older persons collected in the conduct of Service Provider's responsibilities shall not be disclosed without the informed written consent of the service recipient or his/her legal representative, unless that disclosure is required by a court order or for program monitoring by authorized agencies. Such agencies are, in turn, bound to protect the confidentiality of service recipient information, and such access shall be in conformity with the Privacy Act of 1974, as amended. Referrals to other agencies providing services must also have the service recipient's informed written consent.

14. Conflict of Interest

No officer, employee, or agent of Service Provider who acts in connection with carrying out services under this Contract shall participate in any decision, relating to this Contract, which would affect his/her personal interest or the interest of any corporation/partnership/association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest, direct or indirect, in the Contract or its proceeds.

15. Disclosure of Information

Service Provider shall submit to AAAWM all information requested by AAAWM including the names of persons with an ownership interest or a controlling interest in Service Provider and certain other disclosing entities. Service Provider shall also submit to AAAWM all information requested by AAAWM relating to Service Provider's past business transactions. AAAWM may, at its option, immediately terminate this Contract if Service Provider does not comply with this requirement.

16. General Compliance

Service Provider agrees to observe and comply with all applicable federal, state, county, and local laws, rules, regulations and licensing standards, all applicable accrediting standards, and any other criteria established by AAAWM, OSA, Department of Community Health, ACL, and Controller General of the United States to assure quality of services.

17. Compliance with Civil Rights Laws

Service Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, height, weight, or marital status. Breach of this provision of the Contract by Service Provider shall constitute a material breach of this Contract, and AAAWM shall be entitled to immediately terminate the Contract. Service Provider shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not be limited to, the Elliott-Larson Civil Rights Act and any amendments thereto, as they may apply to the performance of the Contract.

18. Safety

Service Provider shall at all times observe and comply with all federal, state and local laws, ordinances rules and regulations which may in any manner affect the safety of equipment or material used in accordance with this Contract, those employed to carry out the work, and the conduct of the work. Service Provider shall indemnify and hold AAAWM harmless against any claim or liability arising from the violation of these provisions.

19. Hold Harmless/Notification of Litigation

Service Provider agrees to indemnify and hold harmless AAAWM and its directors, officers, and employees from all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reasonable attorney fees, resulting from, or arising out of, or in connection with this Contract. The provisions of this paragraph shall not apply to claims, lawsuits, settlements, judgments, costs, penalties and expenses caused by or resulting from the willful or negligent act or omissions of AAAWM, OSA, or any of their directors, officers or employees.

If Service Provider becomes involved with or is threatened with litigation, Service Provider shall immediately notify AAAWM in writing of the same.

20. Reduction or Termination of Contract

At its election, AAAWM shall have the right to terminate this Contract or reduce the amount paid to Service Provider if:

- (a) there is any alteration or change in the rules, regulations, laws, or policies that AAAWM and/or OSA are subject to; or
- (b) there is any termination or reduction in the allocation or allotment of funds provided to AAAWM for the purposes of this Contract.

The right to terminate this Contract or reduce the amount paid to Service Provider shall exist regardless of the cause for the same. The termination of the Contract or reduction in the amount paid to Service Provider shall take effect immediately upon receipt of written notice sent by AAAWM to Service Provider, unless a different effective date is specified in the notice.

AAAWM shall have the right to terminate this Contract, in whole or in part, if Service Provider fails to fulfill its obligations under this Contract or if Service Provider violates any of the covenants, agreements, or stipulations of this Contract. AAAWM shall give thirty (30), preferably ninety (90), days written notice to Service Provider specifying the effective termination date.

Service Provider, for adequate cause, may terminate this Contract at any time by giving written notice to AAAWM at least thirty (30), preferably ninety (90), calendar days before the effective date of such termination and specifying the effective date.

21. Closeout

When the Contract is concluded or terminated, Service Provider shall provide AAAWM, within sixty (60) days (unless otherwise notified) after conclusion or termination, with all financial performance and other reports required as a condition of the Contract. AAAWM will make payments to Service Provider for allowable reimbursable costs, as determined by AAAWM, not covered by previous payments.

22. Disputes

Service Provider shall notify AAAWM, in writing, of its intent to pursue any claim against AAAWM for breach of Contract. No suit may be commenced by Service Provider for breach of Contract prior to the expiration of sixty (60) calendar days from the date of such notification. Within this sixty (60) calendar day period, Service Provider, at the request of AAAWM, must meet with the Director of AAAWM for the purpose of attempting resolution of the dispute.

23. Independent Contractor

It is agreed that Service Provider is, for all purposes arising out of this Contract, an Independent Contractor, and shall not be deemed an agent or employee of AAAWM or OSA.

24. Assignment or Subcontract

Service Provider shall not assign this Contract or enter into Subcontracts with additional parties without obtaining prior written approval from AAAWM.

25. Indemnity

Service Provider agrees to maintain and provide proof of such insurance as will fully protect Service Provider and AAAWM from any and all claims under The Workmen's Compensation Act or employer's liability laws and from any and all other claims, for damage to property or for personal injury, including death, which may arise from operations carried on under this Contract, either by Service Provider, any Subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

Service Provider shall exonerate, indemnify, and hold AAAWM harmless, from and against, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Service Provider and its employees. AAAWM shall not be held liable for any liabilities, penalties, forfeitures, or for any damage to the goods, property or effects of the Service Provider, or for any other persons, not for personal injury to or death of them, caused by or resulting from any negligent act or omission of the Service Provider.

Service Provider further agrees to indemnify and hold harmless AAAWM and its agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expense including attorney's fees, incurred by AAAWM on account of any claim therefore.

Service Provider agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Service Provider shall indemnify and hold AAAWM harmless from all claims arising by reason of the work done or by reason of any act or omission of Service Provider.

Service Provider shall, throughout the period of this Contract, provide public liability and property damage insurance covering all operations of Service Provider, its agents and employees, including, but not limited to, premises and automobiles. Said policies shall provide for a thirty (30), preferably ninety (90), calendar day written notice to AAAWM of any cancellation or material changes.

If Service Provider is not a unit of government, it must carry adequate Fidelity Bond coverage for activities under this Contract.

26. Continuing Right of Enforcement

The failure of either of the parties to this Contract to insist on the performance of any of the terms and conditions of the Contract, or the waiver of any breach of any of the terms and conditions of the Contract, shall not be construed as waiving any such terms and conditions. The terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The failure of AAAWM to enforce any of the provisions of this Contract, or to require performance by Service Provider of any of the provisions, shall in no way be construed a waiver of such provisions, nor in any way affect the validity of this Contract, or the right of AAAWM to enforce each and every provision.

27. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Contract to the contrary, Service Provider shall not be relieved of liability to AAAWM for damages sustained by AAAWM by virtue of any breach of the Contract by Service Provider, or by any disallowed cost. AAAWM shall have the right to demand of Service Provider the return of any Contract funds used for such disallowed costs and Service Provider agrees to comply with such demand.

28. Notice and Entire Agreement

All notices under any provision of this Contract shall be deemed to be properly served if delivered in writing personally, or sent by first class or certified mail. Any mailed notice shall be deemed effective upon mailing. Notices to AAAWM and Service Provider shall be addressed to:

AAAWM:
Area Agency on Aging of Western Michigan, Inc.
3215 Eaglecrest Dr. NE
Grand Rapids, Michigan, 49525
Attention: Thomas E. Czerwinski, Executive Director

SERVICE PROVIDER:
City of Wyoming
1155 – 28th Street, SW
Wyoming, MI 49509
Attention: Rebecca Rynbrandt, Director of Community Services

29. Governing Law

This Contract shall be governed by Michigan law without regard to principles of conflict of law. Any litigation between the parties relating to the Contract shall be brought in the federal or state courts in or covering Kent County, Michigan.

This Contract, together with the following attachments, constitutes the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind proceeding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

Attachment I - Budget(s)
Attachment II - Service Funding Distribution Chart
Attachment III - Reprogramming and Redistribution Policy
Attachment IV - Assurance of Compliance with Applicable Laws
Attachment V - Authorization of Signature Form

Area Agency on Aging of Western Michigan, Inc.

By: Eleanor L. Nielsen
Eleanor Nielsen, Chairperson

Date: 8-26-13

Service Provider: City of Wyoming

By: _____
Authorized Signature

Date: _____

Approved as to Administrative Form

By: Thomas E. Czerwinski
Thomas E. Czerwinski, Executive Director
Area Agency on Aging of Western Michigan, Inc.

Date: 8-28-13

Contract No. 51.98

Attachment II

**Area Agency on Aging of Western Michigan
Older Americans Act Funding Distribution
October 1, 2013 – September 30, 2014**

Funding as of: July 22, 2013

City of Wyoming

<u>Service</u>	<u>Source</u>	<u>CFDA Number</u>	<u>Award</u>
Transportation	IIIB	93.044	\$11,133

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.

REPROGRAMMING & REDISTRIBUTION POLICY

Definitions

"Reprogramming" means the process of a Service Provider making a change in a service budget or transferring money between service categories as a result of under spending or under serving. Reprogramming refers to the method by which a Service Provider that is under spending or under serving is able to develop a plan to expend the unspent amount(s) as a one-time expense related to the service in question or a different service.

"Capture" means the process of AAAMW reducing a Service Provider's allocation if the Service Provider is unable to develop a reasonable and sound Reprogramming plan.

"Redistribution" means the process of AAAMW reallocating Captured funds to another Service Provider.

REPROGRAMMING & REDISTRIBUTION

A Service Provider shall be considered for Reprogramming, when that Service Provider's spending is ten percent (10%) below the funding level or (10%) ten percent underserved at midyear of the contract.

If at the end of the first six (6) months of a budget year, a Service Provider is found to be under serving or under spent by ten percent (10%) or more, the Service Provider may be required to provide an explanation and a Reprogramming plan to catch up. If the Service Provider is unable to develop a reasonable and sound Reprogramming plan for spending the under spent funds, these funds can be Captured by AAAMW for Redistribution to another Service Provider.

If at the end of the first nine (9) months of a budget year, a Service Provider is found to be under serving or under spent by ten percent (10%) or more, the Service Provider shall be required to provide an explanation and a Reprogramming plan to catch up. If the Service Provider is unable to develop a reasonable and sound Reprogramming plan for spending the under spent funds, these funds can be Captured by AAAMW for Redistribution to another Service Provider.

When funds have been determined eligible for Reprogramming or Redistribution, AAAMW staff shall attempt to verify the rate of under spending/under serving. After verifying the rate of under spending/under serving, AAAMW can determine that funds should be Captured; however, final decision rests with the AAAMW Board of Directors. If funds are to be Captured, the following procedure will be followed:

1. The Service Provider must be notified in writing at least ten (10) calendar days prior to the Board of Directors meeting, at which time the Capture issue will be considered.
2. If the Service Provider disagrees with the need for Capture, written explanation of that disagreement must be received by AAAMW at least two (2) working days prior to the Board of Directors meeting.
3. Reasons for and against Capture in each case will then be presented to the Board of Directors concurrently. Decisions of the Board of Directors relative to Capture are final and binding upon the Service Provider.
4. Funds which are not spent as a result of contract termination will automatically be Captured.

Procedures for Redistribution of Captured Funds

Requirements for Service Providers wishing to be considered for Captured funds are delineated below in accordance with the nature of the applicant.

Application Type	Application Requirements
1. Current Service Providers desire additional funds for currently funded services.	a. Narrative explaining why added funds are needed and how added funds will be used. b. A budget for the additional funds. c. Confirmation of added Local Match.
2. Current Service Providers desire funds for a new service.	Submission of an abbreviated application provided by AAAM.
3. New Service Providers	Submission of a complete proposal.

It should be noted that all requests for additional funds will be considered carefully in view of their implications for total service capacity in future years. That is, AAAM shall not begin or expand services beyond the level which can be realistically maintained for the following year. Bearing this in mind, applicants should plan to utilize additional funds for one time or temporary costs whenever possible (i.e., purchase of equipment, temporary labor, or one-time publicity printing).

Finally, ongoing communication between AAAM and the Service Provider is crucial to effectively implement the Reprogramming and Redistribution Policy. AAAM staff will contact Service Providers if inconsistencies show in the monthly/quarterly reports or if over or under spending/serving is apparent. Service Providers should alert AAAM staff under the following circumstances:

1. If problems are experienced in the management of funds, including bookkeeping and reporting.
2. If under spending/under serving is occurring and the Service Provider wishes to spend the money in another manner for the same service.
3. If the Service Provider requires more funds for a service and wishes to be considered a candidate for the Redistributed funds acquired by AAAM through the Capture process.

Priority, when possible, will be placed on keeping funds in the same service for the same Service Provider for which those funds were originally contracted.

ASSURANCE OF COMPLIANCE WITH APPLICABLE LAWS

Providers shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract with the Area Agency on Aging of Western Michigan, Inc. ("AAAWM") so far as they applicable to the services provided. Without limiting the generality of the foregoing, Providers expressly agree to comply with the following standards, laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract and to the Provider.

Service Program Standards

The Department of Community Health has issued standards for the MI Choice Waiver program. These standards identify the responsibilities and requirements associated with being a Waiver agent or contracted service provider. The standards are broken down into three categories: (1) General operating standards for waiver agents and their contracted service providers, (2) General operating standards for MI Choice waiver service providers, and (3) Specific operating standards for MI Choice Waiver service providers.

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29.U.S.C. 794), all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation (45.C.F.R. 84(a)) the provider gives this assurance in consideration of and for the purpose of obtaining any and all grants, loans, contracts (except procurement contracts of insurance or guaranty), property, discounts, or other financial assistance made after such date on applications for financial assistance that were approved before such date. The provider recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the Michigan Office of Services to the Aging will have the right to enforce this assurance through lawful means. This assurance is binding on the provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipient. This assurance obligates the provider for the period during which Federal financial assistance is extended to it by the Michigan Office of Services to the Aging or, where the assistance is in the form of real or personal property for the period provided for in 84.5(b) or the regulation (45.C.F.R. 84.5(b)).

Assurance of Compliance with the Equal Opportunity Executive Orders, Department of Health, Education & Welfare Regulation Under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights act of 1976, Elliott-Larsen Civil Rights Act of 1976.

The undersigned HEREBY AGREES THAT it will comply with the Equal Opportunity requirements of Executive Order 1979-4 issued by the Governor September 7, 1979; Executive Order 1983-4 issued by the Governor March 3, 1983; the Michigan Civil Rights Act, P.A. 453 of 1976, as amended; the Michigan Handicappers' Civil Rights Act, P.A. 220 of 1976, as amended; and the Americans with Disabilities Act, P.L. 101-336, 1990; Title VI of the Civil Rights Act of 1964 (P.L. 88-52), the Michigan Handicapper's Civil Rights Act of 1975 (P.S. 220), and the Elliott-Larsen civil Rights Act of 1975 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45.C.F.R. Part 80) issued pursuant to that title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the undersigned receives Federal or state financial assistance from AAWM, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal or state financial assistance extended to the undersigned, this Assurance shall obligate the undersigned, or in the case of any transfer of such property, any transferee, for the period during which said real property or structure is used for a purpose for which Federal or state financial assistance is extended or for another purpose involving the provision of similar services or benefits. This Assurance further certifies that the undersigned has no commitments or obligations which are inconsistent with compliance of these and any other pertinent Federal or state regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations, and all activities shall not run counter to the purpose and intent of this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal or state grants, loans, contracts, property, discounts, or other Federal or state grants, loans, contracts, property, discounts or other Federal or state financial assistance extended after the date hereof to the undersigned by AAAWM including installment payments after such date on account of applications for Federal financial assistance which were received before such date. The undersigned recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that AAAWM or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the undersigned, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the undersigned.

Authorized Signature

Title

Date

Full Name (Type or Print)

EFFECTIVE DATE: 10-1-2013

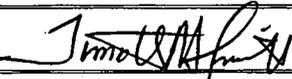
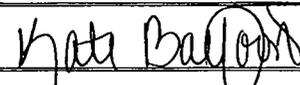
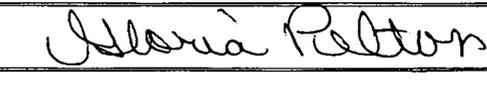
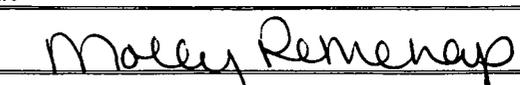
**AUTHORIZATION OF SIGNATURE FOR SERVICE REPORTS AND FINANCIAL REPORTS
FOR AAAWM FUNDED PROGRAMS**

1. Name and Address of Service Provider:

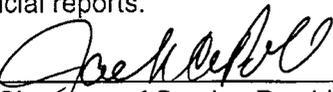
City of Wyoming1155 28th St SWWyoming, MI 49509

Signatures of individuals authorized to sign service reports and financial reports
--

2. Signature/Typed Name and Title:

a) 	b) 
Name Tim Smith	Name Rebecca Rynbrandt
Title Finance Director	Title Director of Community Services
c) 	d) 
Name Kate Balfort	Name Gloria Pelton
Title Accountant	Title Secretary
e) 	f) 
Name Rosa Houtsma	Name Molly Remenap
Title Accountant	Title Recreation Programmer II

3. I certify that the signature (s) above is (are) of the individual (s) authorized to sign service reports and financial reports.



 Signature of Service Provider Chairperson

9-26-13

 Date

Name Jack Poll Title Mayor

Note: The submitted form is valid until AAAWM is notified of any changes regarding persons authorized to sign service and financial reports. **It is the service provider's responsibility to notify AAAWM of any changes.**

AAAWM-03, Rev. 7/06

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH FISHBECK, THOMPSON, CARR & HUBER, INC.
FOR THE BAYBERRY FARMS STORM WATER STUDY

WHEREAS:

1. On September 9, 2013, the City of Wyoming experienced a significant storm event that caused some residents of the Bayberry Farms Condominiums, Senior Living Apartments, and Bayberry Farms houses to become flooded due to the impact of the storm.
2. With a limited staff available and the urgent nature to complete the study, the City of Wyoming requested proposals to review the impact of the storm and the function of the storm water system in the area.
3. On October 2, 2013, Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) submitted the attached proposal to study the Bayberry Farms storm water system and the impacts of the September 9 storm in the amount of \$17,500.
4. The study will review the storm water system in Bayberry Farms in regards to the design, construction and performance of the system, then evaluate and provide recommendations if any.
5. The cost of the study can be financed out of the Major and Local Street Funds but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) for the study of the Bayberry Farms storm water system in the amount of \$17,500.
2. The City Council hereby approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

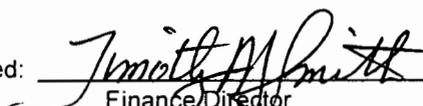
Date: /October 7, 2013

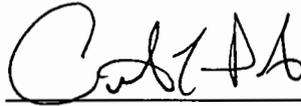
Budget Amendment No. 019

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$20,000 of budgetary authority to provide funding for the Bayberry Farms Area Stormwater Study per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Professional Services 202-441-46300-801.000	\$46,980	\$10,000		\$56,980
Fund Balance/Working Capital (Fund 202)		<u> </u>	\$ 10,000	
<u>Local Streets Fund</u>				
Public Works - Street Maintenance - Professional Services 203-441-46300-801.000	\$43,870	\$10,000		\$53,870
Fund Balance/Working Capital (Fund 203)			\$10,000	

Recommended:

 Finance Director


 City Manager

Motion by Councilmember _____, seconded by Councilmember _____
 that the General Appropriations Act for Fiscal Year 2013-2014 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

Staff Report

Date: October 2, 2013
Subject: Bayberry Farms Storm Water Study
From: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: October 7, 2013

Recommendation:

Staff recommends authorizing Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to study the storm water system within Bayberry Farms and its function during the September 9, 2013, storm event in the amount of \$17,500.

Sustainability Criteria:

Environmental Quality – This study will review the storm water system in the Bayberry Farms PUD and the effect of the September 9, 2013, storm upon the system.

Social Equity – This study will not impact social equity.

Economic Strength – This study will not affect Economic Strength of Wyoming.

Discussion:

On October 2, 2013, Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) submitted a proposal to study the storm water system in the Bayberry Farms PUD and the impact from the September 9, 2013, storm. FTCH prepared the storm water master plan for the Wyoming Panhandle in 1996 and is knowledgeable on how the overall storm system was designed and intended to function. Based upon the availability, experience and background knowledge of the staff, FTCH was selected as the recommended firm. The scope of the study will include a review of the storm and impacts, hydraulic model simulation and recommendations.

It is recommended that the City Council authorize the Mayor and City Clerk to execute the attached Agreement with Fishbeck, Thompson, Carr & Huber, Inc. to study the storm water system in the Bayberry Farms PUD in the amount of \$17,500.

Budget Impact:

Sufficient funds are available in the Major and Local Street funds but a budget amendment is necessary.

Attachments: Budget Amendment
Agreement
Proposal

AGREEMENT

This Agreement made this _____ day of _____, 2013 between the City of Wyoming, a municipal corporation of 1155 - 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter "City") and Fishbeck, Thompson, Carr & Huber, Inc., a corporation having an office located at 1515 Arboretum Drive, S.E., Grand Rapids, Michigan, 49546 (hereinafter "Consultant") the terms of which are as follows:

1. City hereby hires Consultant to investigate the performance of the Bayberry Farms PUD storm water system during the September 9, 2013, storm event and prepare a report with any recommendations for possible improvements.
2. The work to be performed shall be in accordance with the Proposal dated October 2, 2013, and the customary standard of professional care.
3. Payment shall be made in accordance with the proposal and upon billing for work completed in an amount not to exceed \$17,500. Undisputed portions of invoices are due within 30 days.
4. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
5. Consultant is an independent contractor and the City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

City of Wyoming

Fishbeck, Thompson, Carr & Huber, Inc.

Jack Poll
Its Mayor

Heidi A. Isakson
Its City Clerk



October 2, 2013

Mr. Russ Henckel
City of Wyoming
Engineering Department
2660 Burlingame SW
Wyoming, MI 49509

Re: Bayberry Flooding Evaluation
Proposal for Professional Services

Dear Mr. Henckel:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to submit this proposal to develop recommendations to address flooding concerns associated with the Bayberry developments located south of 56th Street and west of Byron Center Avenue within the City of Wyoming (City).

STATEMENT OF UNDERSTANDING

Residents living in the Bayberry Condominiums, Senior Living Apartments, and Bayberry Farms experienced flooding of walk-outs, cars, and basements during the recent record rainfalls that occurred on September 9, 2013. The detention basin located at the Bayberry Market and the 56th Street roadway reportedly overtopped during this event. Estimates from prior studies indicate a contributing drainage area of over 200 acres extending across Byron Center Avenue to the east.

It is the goal of the City to understand how the storm water management system functioned during the September 9 rain event, identify any system deficiencies based on City design standards, and provide recommendations to mitigate the risk of flood damage from rainfall events that exceed the capacity of the existing drainage system.

SCOPE OF SERVICES

FTCH proposes the following scope of services meet the identified goals:

Task 1 - Review Available Resource Information

We will compile and review available resource information including, but not limited to:

- City of Wyoming Geographic Information System (GIS) data for Kent County 2-foot contours, City storm sewer and water utility map layers and other supporting base map data.
- City of Wyoming *Storm Water Management Master Plan, Sections 28-35, 1996.*
- As-built drawings and storm water calculations for the Bayberry development and developments within the contributing drainage area.
- Rainfall data.



Task 2 - Survey and Field Reconnaissance

One day of survey time is included to confirm as-built elevations and dimensions on the Bayberry Market detention basin, the top-of-curb elevations along the south side of 56th Street in front of the Bayberry Senior Living Apartments, and other critical elevations as identified during this evaluation. Field reconnaissance is included to document the present condition of the storm water management system and verify connectivity and drainage patterns.

Task 3 - Hydraulic Model

A hydraulic model will be constructed using EPA-SWMM. The model will include storm sewer, detention basins, and surficial flow pathways. Contributing drainage areas will be delineated using 2-foot contour maps and storm sewer information from City GIS and individual site development drawings. The model will be run using rainfall data from September 9, 2013, and a synthetic rainfall distribution for the 10-year and 25-year design storms.

Task 4 - Evaluation

The results of the topographic survey and field reconnaissance will be evaluated to determine:

- If the Bayberry Market detention basin was properly sized and constructed
- The current condition of the visible storm water management system

The model results will be evaluated to determine:

- The magnitude (rate and volume) of runoff from individual contributing areas.
- How the storm water management system functions during flood events and if capacity issues are present.
- The effect current condition could have on system function.
- The preliminary size and location of improvement alternatives such as berms, backflow preventers, pipes, swales, storage areas, inlets, etc.

Task 5 - Report and Recommendations

A report will be provided to document the evaluation and alternatives analysis and summarize results and conclusions. Figures and tables will be included as necessary. Recommendations will be presented with associated cost estimates.

Task 6 - Meetings

We have included a total of two meetings in this project scope and anticipate one meeting with the City to present preliminary findings and costs, and a second public meeting to present the findings and final recommendations. A visual presentation will be prepared for the public meeting.

PROJECT ASUMPTIONS

The work outlined in this proposal has been prepared with the following assumptions:

- The City will televise the storm sewer system to identify internal blockages or deficiencies as they deem necessary for this evaluation.



BUDGET AND SCHEDULE

We propose to perform the outlined scope of services for a budget of Seventeen Thousand Five Hundred Dollars (\$17,500). We will invoice for actual time and reimbursable expenses. This amount will not be exceeded without prior written approval from the City.

We propose to complete this work within eight weeks of receiving authorization to proceed.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Lauri Berryhill (lkberryhill@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We appreciate the opportunity to continue to provide assistance to the City of Wyoming. If you have any questions or require additional information, please contact me at 616-464-3947 (ceschwartz@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "Claire E. Schwartz", is positioned above the typed name.

Claire E. Schwartz, P.E.

lkb
Attachment
By email



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME Bayberry Flooding Evaluation Proposal for Professional Services
 FTC&H CONTACT Claire E. Schwartz, P.E.
 CLIENT City of Wyoming
 CLIENT CONTACT Mr. Russ Henckel
 ADDRESS 2660 Burlingame, SW
 P.O. Box 8848, Wyoming, MI 49509

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) to perform the following services:

SCOPE OF SERVICES:

Professional engineering services in accordance with the FTC&H proposal letter dated October 2, 2013.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated October 2, 2013.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for above Scope of Services:

Seventeen Thousand Five Hundred Dollars (\$17,500).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Wyoming

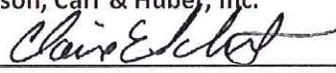
BY: _____

TITLE: _____

CONTRACT DATE: _____

ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY:  _____

TITLE: _____

Vice President/Senior Civil Engineer

DATE: _____

October 2, 2013

Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTC&H to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTC&H. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTC&H's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTC&H that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTC&H at hourly billing rates in effect when services are provided by FTC&H employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTC&H's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTC&H will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTC&H cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTC&H will be the care and skill ordinarily used by members of FTC&H's profession practicing under similar circumstances at the same time and in the same locality. FTC&H makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTC&H's services.
7. **TERMINATION.** Either CLIENT or FTC&H may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTC&H in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTC&H) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTC&H will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTC&H may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTC&H hereunder.
9. **PAYMENT TO FTC&H.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.
 CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTC&H by any governmental entity.
 If CLIENT directs FTC&H to invoice another, FTC&H will do so, but CLIENT agrees to be ultimately responsible for FTC&H's compensation until CLIENT provides FTC&H with that third party's written acceptance of all terms of this Agreement and until FTC&H agrees to the substitution.
 In addition to any other remedies FTC&H may have, FTC&H shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTC&H has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTC&H shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTC&H.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTC&H's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$50,000 or the amount of the fee earned under this Agreement.

Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTC&H's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTC&H is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTC&H by FTC&H's Insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTC&H's Insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTC&H harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTC&H and FTC&H's consultants, employees, and agents to be listed as additional Insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their Insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the Insurer with respect to claims against FTC&H.

Upon request, CLIENT and FTC&H shall each deliver to the other certificates of insurance evidencing their coverages.

CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTC&H and FTC&H's consultants, employees, and agents to be listed as additional Insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their Insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the Insurer with respect to claims against FTC&H.

14. **INDEMNIFICATION.** FTC&H will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTC&H's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTC&H harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTC&H's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTC&H. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTC&H waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTC&H makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTC&H brings a lawsuit against CLIENT to collect involved fees and expenses, CLIENT agrees to pay FTC&H's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTC&H shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTC&H only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTC&H. CLIENT shall defend, indemnify, and hold harmless FTC&H from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTC&H's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTC&H's computer network shall govern. FTC&H cannot guarantee the longevity of any material transmitted electronically nor can FTC&H guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTC&H each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTC&H are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTC&H shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTC&H will have any liability for nonperformance caused in whole or in part by causes beyond FTC&H's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTC&H.

This Agreement constitutes the entire agreement between CLIENT and FTC&H and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF A STREET SWEEPER

WHEREAS:

1. As detailed in the attached Staff Report from the Assistant Director of Public Works, it is recommended the City purchase a street sweeper from Bell Equipment Company in the amount of \$221,278.00 using the State of Michigan (MiDEAL) contract.
2. Funds for the purchase of the street sweeper are available in the Motor Pool fund account 662-441-58500-985000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of the street sweeper from Bell Equipment Company in the amount of \$221,278.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

ATTACHMENT:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 2, 2013

SUBJECT: Bid Award, Replacement Street Sweeper

FROM: W. Scott Zastrow, Assistant Director of Public Works

Date of Meeting: October 7, 2013

RECOMMENDATION

It is recommended that the City Council award the bid for a replacement street sweeper to the lowest bidder, Bell Equipment Company of Lake Orion, Michigan, in the amount \$221,278.

SUSTAINABILITY CRITERIA

Environmental Quality

Wyoming is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. In order to continue to protect the environment and the public, the Public Works Department is replacing an existing street sweeper with a more fuel efficient and environmentally friendly unit. Street sweeping is an essential component of Wyoming's Stormwater quality activities.

Social Equity

The street sweeper is utilized throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's street services.

Economic Strength

The replacement street sweeper allows the Public Works Department to maintain the City's street system which sustains public and private property values.

DISCUSSION

The Public Works Department maintains the City's street system through the use of a street sweeper. In addition to aesthetically improving the street system, the street sweeper removes debris that might otherwise end up in the storm water system and negatively impact our streams.

Wyoming's existing street sweeper is a 2003 Elgin Whirlwind. Since 2003, advancements have been made related to the fuel efficiency and the environmental impact of street sweepers. The replacement street sweeper will be equipped with a Tier 4 power plant reducing fuel consumption and airborne particles.

The street sweeping program is reviewed periodically to determine its cost effectiveness. The City's cost continues to be below the cost of contracted sweeping.

Ten years ago the City owned and operated two street sweepers. As one means of reducing street expenditures, one of the sweepers was sold. The reduction in the number of sweepers was evident during the spring clean-up period as an increasing number of complaints were being received each year due to the prolonged clean-up period. The Public Works Department reviewed contracting street sweeping services, purchasing an additional sweeper, or operating the street sweeper on a 20-hour per day operation. The lowest cost option was to increase the street sweeping operation from 10-hours per day to 20-hours per day.

This past spring Wyoming operated one street sweeper 20-hours per day. The program allowed all of the City's streets to be cleaned in a six week period versus a prolonged 12 week period. There was concern that operating at night would generate many complaints related to noise, however, only two complaints were received during the six week program.

The existing street sweeper was purchased in August of 2002. The street sweeper has approximately 9,600 hours of service. To date the Public Works Department has spent approximately \$201,400 in maintenance and repairs. Repair costs are escalating due to the age of the street sweeper.

The replacement sweeper will be purchased through Bell Equipment Company of Lake Orion, Michigan, in cooperation with the State of Michigan under the MiDEAL Contract 1300075.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool Fund account 662-441-58500-985.000.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF A VALVE MAINTENANCE UNIT

WHEREAS:

1. As detailed in the attached Staff Report from the Assistant Director of Public Works, it is recommended the City purchase a valve maintenance unit from E.H. Wachs in the amount of \$80,015.00.
2. Funds for the purchase of the valve maintenance unit are available in the Water Fund account 591-441-57300-987000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the purchase of the valve maintenance unit from E.H. Wachs in the amount of \$80,015.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

ATTACHMENTS:
Staff Report
Quotation

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 1, 2013

SUBJECT: Valve Maintenance Unit

FROM: W. Scott Zastrow, Assistant Director of Public Works

Date of Meeting: October 7, 2013

RECOMMENDATION

It is recommended that the City Council authorize the purchase of a valve maintenance unit from E.H. Wachs in the amount of \$80,015.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The City's use of a valve maintenance unit allows the Public Works Department to maintain and repair the water distribution system.

Social Equity

Water utility maintenance and repairs are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's water utility maintenance and repairs.

Economic Strength

The use of a valve maintenance unit allows the Public Works Department to provide high quality utility maintenance and repairs. The high quality water utility maintenance and repairs allow the Public Works Department to maintain the City's water distribution system which sustains public and private property values

DISCUSSION

The City of Wyoming owns and operates a water distribution and transmission system. Within the water distribution and transmission system, the City operates and maintains both small and large valves to control the water flow. In order to maintain the water distribution and transmission system and satisfy the desires of the Michigan Department of Environmental Quality, the valves within the system need to be exercised periodically. In order to reduce the time and improve the quality of the valve exercising program, the valves are best exercised using a valve maintenance unit.

Valve maintenance units turn the valves in a manner which will not damage the gear box and clears the gears of corrosion. Without such machinery, a person can manually apply too much torque which can damage or break a valve.

The Public Works Department has evaluated a number of valve maintenance units and found the E.H. Wachs unit to be best suited to the size and type of valves in the Wyoming water system, including the 60 miles of transmission watermains. The E.H. Wachs unit has a computer control to precisely control the torque and record the data related to the valve exercising program.

E.H. Wachs will allow Wyoming to purchase their valve maintenance unit directly from the manufacturer at the price of \$80,015.

BUDGET IMPACT

Sufficient funds have been budgeted in the Water Fund account 591 441 57300 987.000.



Water Utility Products
 455 Comanche Circle | Harvard, IL 60033
 T: +1.815.943.4785 | F: +1.815.943.5098
 ehwachs.com

Quotation

Page 1 of 2

TO: **Shimo Svabic**
 City of Wyoming
 16700 New Holland St.
 Water Treatment Plant
 Holland, MI 49424

Date: 9/4/2013
 Quotation Number: JS62369
 Payment Terms: Net 30
 Shipping Terms: FOB Destination
 Valid Through: 11/3/2013

Reference: KR56515

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1 77-000-09	Utility Hydro-Vac (Diesel) - HYD: A Caterpillar/Perkins 29 horsepower (21.3 kW), liquid cooled, DFI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar) with 50' (15 M) retractable hose reel. A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils contained by a 250 (950 L) gallon tank utilizing our exclusive hydraulic side and dump system and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 80 gallon (303 L) vertical water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands, short & long wash-down guns, 20' (6 M) suction hose and 50' (15 M) retractable hose reel. Domestic destination and freight charges included.	1	EA	39,500.00	39,500.00
2 79-000-01	ERV-750 Automated Valve Operator (without) Datalogger, featuring Wach Patented Automation. Extendable arm produces a full 750 Ft lbs (1020 Nm) of torque. The system utilizes a dual pivot point to locate over any valve box/Hydrant. Locking disc brake holds the full torque of the machine while operating, 3" (76.2 mm) square steel tube construction and mechanical lock system for travel. Includes operation manual. (Requires Ruggedized ERV-750 Controller/Datalogger Part#79-410-00). Domestic destination and freight charges included.	1	EA	13,500.00	13,500.00
3 79-410-00	Recon ruggedized Controller/Datalogger to operate and collect data during the operation of ERV-750, TM7 and TM-6 machine (includes Recon PDA style PC, tactical mount, 12v vehicle charger kit, control cable & Pelican waterproof case). A fully GPS compatible windows based controller when you add the 79-411-00 GPS, 79-412-00/79-413-00 submeter GPS).	1	EA	1,995.00	1,995.00
4 79-413-00	Hemisphere XF-100 for the Recon that provides "Submeter" positional performance for handheld mapping. Note: Submeter accuracy is achieved when running the included PocketMax software which postprocesses the data; within Vitals only navigation grade accuracy exists.	1	EA	1,850.00	1,850.00
5 79-419-00	Bluetooth Adapter for ERV or TM-7. Allows connection between machine and controller to function either wirelessly or tethered.	1	EA	500.00	500.00
6 79-403-00	ERV-750 Installation Kit (flat bed only). Includes both Upper and Lower Deck Stiffening hardware.	1	EA	445.00	445.00

Please refer to our [website](#) for terms and conditions.



Water Utility Products
 455 Comanche Circle | Harvard, IL 60033
 T: +1.815.943.4785 | F: +1.815.943.5098
 ehwachs.com

Quotation

Page 2 of 2

TO: Shimo Svabic

Date: 9/4/2013
 Quotation Number: JS62369

Reference: KR56515

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
7	11-408-00 Telescopic Valve Key - 2" AWWA (Colder Climate). Manufactured from high-strength steel, adjustable from 4ft (1.22 M) to 9ft (2.74 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.	1	EA	425.00	425.00
Optional					
8	77-414-00 Hot Water Kit for Truck and Trailer Systems. Note: When selecting this option for a trailer installation this is only available on the Standard or Standard LX VMT with the Job Box removed.	1	EA	5,800.00	5,800.00
9	17-000-27 (TRAILER MOUNT) TM7, (Without Data Logger) Standard duty hydraulic drive VITALS™-Ready Truck-Mounted Valve Exerciser with Wachs Patented Automation Computer Control. 1,500 ft. lb. (2,040 Nm) torque system with electronic torque and direction control, electronic revolution counter, 8' (2.4 M) long valve key with 2" (51 cm) universal socket and operating/installation manual. Requires Ruggedized TM-7 Controller Part number 79-410-00). Domestic destination and freight charges included.	1	EA	12,500.00	12,500.00
10	77-405-00 Tm-7 Swivel Plate allows the Standard TM-7 Valve Machine to be mounted to any truck skid platform and provide complete 180 degree desxterity.	1	EA	3,500.00	3,500.00
Quote Total (USD)					\$80,015.00

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Ken Redding
 Utility Technical Sales Rep
 815-943-4785 x2773
 kredding@ehwachs.com

Please refer to our [website](#) for terms and conditions.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated as per the attached Staff Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bids for the listed item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Gate Valves	Etna Supply Company	Bid prices as shown on the attached tabulation sheet

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 7, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Tabulation Sheet

Resolution No. _____

STAFF REPORT

DATE: September 10, 2013

SUBJECT: Bid Award, Gate Valves

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: October 7, 2013

RECOMMENDATION

It is recommended that the City Council award the bid for gate valves to the lowest qualified bidder, Etna Supply Company.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The Public Works Department uses gate valves to control the water distribution system in the event of watermain failures to protect the environment.

Social Equity

Gate valve replacements are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's utility repairs.

Economic Strength

The use of gate valves allows the Public Works Department to provide high quality utility repairs. The high quality utility repairs allow the Public Works Department to maintain the City's infrastructure which sustains public and private property values.

DISCUSSION

The Public Works Department utilizes gate valves to replace existing gate valves that have failed due to exposure. On Tuesday, August 13, 2013, the City received five bids for gate valves. Only three bids met the specifications. Thirty-seven invitations to bid were sent to prospective bidders. ETNA Supply Company submitted the lowest qualified bid.

BUDGET IMPACT

The Public Works Department anticipates spending approximately \$9,000 for gate valves. Sufficient funds are available in the Water Fund, Transmission and Distribution, Mains account: 591-441-56200-775.000.

Attachment:
Bid Tabulations

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON GATE VALVES

Opened By City Clerk On August 13, 2013 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.

Item Description	Estimated Quantity	Etna Supply Co.		EJ USA, Inc.		HD Supply		J&S Valve Inc. (Alternate Bid)		Jett Pump & Valve (Alternate Bid)	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" (Open Right/Left)	12	\$ 420.00	\$ 5,040.00	\$ 477.97	\$ 5,735.64	\$ 469.00	\$ 5,628.00	\$ 308.00	\$ 3,696.00	\$ 426.00	\$ 5,112.00
8" (Open Right/Left)	6	\$ 660.00	\$ 3,960.00	\$ 734.60	\$ 4,407.60	\$ 765.00	\$ 4,590.00	\$ 509.00	\$ 3,054.00	\$ 663.00	\$ 3,978.00
12" (Open Right/Left)	0	\$ 1,315.00	\$ -	\$ 1,460.60	\$ -	\$ 1,499.00	\$ -	\$ 1,014.00	\$ -	\$ 1,302.00	\$ -
Grand Total:		\$9,000.00		\$10,143.24		\$10,218.00		\$6,750.00		\$9,090.00	
Brand Bid:		American Flow Control		East Jordan Iron Works		East Jordan Iron Works		J&S Valve Inc. (Alternate Bid)		Kennedy 8571 (Alternate Bid)	