

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 4, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Elder Dean DeHoog, Newhall Christian Fellowship Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of April 20, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. Proposed City of Wyoming Budget for 2015-2016
7:02 p.m. To Consider the Establishment of an Industrial Development District for Jasper Weller, LLC in the City of Wyoming
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Wyoming’s Official Re-Accreditation from the Commission on Accreditation for Law Enforcement Agencies (CALEA)
 2. Wyoming Department of Public Safety Annual Report
 - b) Proclamations
 1. Police Week
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

(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) Of Appreciation to Eric Hartfield for His Service as a Member of the Parks and Recreation Commission for the City of Wyoming
 - b) To Appoint Robert Brenzing as a Member of the WKTV Commission for the City of Wyoming
- 15) Resolutions**
 - c) To Consider an Application from Damir Duratovic (d/b/a Bosna Express) for a New Tavern Licensed Business to be Located at 128 Twenty Eighth Street SW, Wyoming 49548, Kent County, Michigan

- d) To Authorize the City Manager to Execute an Employment Agreement with the Deputy Finance Director
- e) To Authorize the City Manager to Execute an Employment Agreement with the Administrative Assistant – HR
- f) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Salvation Army Social Services of Kent County

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

- g) To Award a Bid for Watermain Replacement on Wyoming Avenue from Porter Street to 28th Street, Wrenwood Street from Wyoming Avenue to Avon Avenue and Boulevard Drive from Wrenwood Street to Porter Street (Budget Amendment No. 50)
- h) To Authorize the Replacement of the Poured In Place Safety Surfacing and Related Site Restoration Work within Frog Hollow Park
- i) To Accept a Quotation from Rapiscan Systems for the Purchase and Installation of a Security X-Ray System
- j) To Authorize the Purchase of Ammunition
- k) For Award of Bid
 - 1. Work Uniforms & Carhartt Clothing Items

17) Ordinances

- 5-15 To Amend Article VII of Chapter 10 of the Code of the City of Wyoming (Property Maintenance Code) (First Reading)
- 6-15 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (100) Thereto to Rezone 0.4 Acres from RO-1 Restricted Office to B-1 Local Business (4992 Wilson Avenue) (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION

POLICE WEEK
May 10 – 16, 2015

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the police department of Wyoming has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, do hereby proclaim May 10 - 16, 2015, as

POLICE WEEK

in the City of Wyoming. I call upon all citizens to observe this week with appropriate ceremonies in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and have established an enviable and enduring reputation for preserving the rights and security of all citizens.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ERIC HARTFIELD FOR HIS SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Eric Hartfield has served faithfully and effectively as a member of the Parks and Recreation Commission since February 20, 2006.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Eric Hartfield for his dedicated service as a member of the Parks and Recreation Commission.

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 May 4, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT ROBERT BRENZING AS A MEMBER OF
THE WKTV COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Robert Brenzing has submitted an application requesting appointment to the WKTV Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2017 on the WKTV Commission.
3. City Council wishes to appoint Robert Brenzing as a member to the WKTV Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Robert Brenzing as a member of the WKTV Commission for the regular term ending June 30, 2017.

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 May 4, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

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

RESOLUTION NO. _____

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

called to order by Mayor Poll on May 4, 2015 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Damir Duratovic (d/b/a Bosna Express) for a new Tavern licensed business to be located at 128 Twenty Eighth Street SW, Wyoming 49548, Kent County

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

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

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

Recommended for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

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

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

meeting held on May 4, 2015
(Date)

SEAL

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

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

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Heidi Isakson, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Kelli A. VandenBerg, City Clerk

DATE: April 29, 2015

RE: Application for Tavern Liquor License
Bosna Express, 128 28th Street SW

Damir Duratovic (d/b/a Bosna Express) has applied for a new Tavern liquor license for an existing business at 128 28th Street SW. Mr. Duratovic has operated Bosna Express in this location for 14 years and wishes to secure a Tavern license in order to serve beer and wine to his patrons.

A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and have indicated approval.

I have drafted a resolution to approve the application in the required Liquor Control Commission format for Council consideration.

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: <u>Damir Duratovic</u> <small>(Same name on application to the Liquor Control Commission.)</small>	<input checked="" type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION
BUSINESS LOCATION ADDRESS: <u>128 28th Street SW</u> <u>49548 Wyoming, MI</u>	BUSINESS MAILING ADDRESS: <u>128 28th Street SW</u> <u>49548 Wyoming, MI</u>
PHONE: <u>616-249-9395</u>	EMAIL: <u>damir.duratovic@23@gmail.com</u>
ALTERNATE PHONE: <u>616-633-7707</u>	FAX: _____
LICENSE REQUESTED: <input checked="" type="checkbox"/> TAVERN <input type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	D/B/A/ (name used to advertise/market) <u>Bosna Express</u>
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING	DO YOU: <input checked="" type="checkbox"/> OWN BUILDING <input type="checkbox"/> LEASE BUILDING BUILDING OWNER: _____
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED	FURNITURE & FIXTURE OWNER: <u>Damir Duratovic</u>
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <u>Damir Duratovic</u>	
NAME OF BANK FOR BUSINESS ACCOUNT: <u>Fifth Third Bank</u>	
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: <u>Miro's Tax Service</u> ADDRESS: <u>6380 Dunbarton ST. SE Ada, MI</u>	
NAME OF PERSON COMPLETING APPLICATION: <u>Damir Duratovic</u>	TITLE OF PERSON COMPLETING APPLICATION: <u>owner</u>
SIGNATURE: <u><i>Damir Duratovic</i></u>	DATE: <u>03-04-15</u>

ATTACH:

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

PERSONAL INFORMATION SHEET – COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <u>Damir Duratovic</u>	TITLE: <u>OWNER</u>
RESIDENT ADDRESS: <u>6560 Avalon dr. SE</u> <u>Caledonia MI 49316</u>	PHONE: <u>616-633 7707</u>
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>22</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <u>OWNER RESTAURANT FOR 14 YEARS</u>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input type="checkbox"/> Yes - List type and location of each <input checked="" type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

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

Signature of owner, partner, corporate officer or manager: X *Damir Duratovic*

State of Michigan
Kent County

Subscribed and sworn to before me on this 4th day of March, 2015.

X *Isis M. Jones*
Signature of Notary

Isis M. Jones
Printed Name

My commission expires: 10-13-2018

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>DAMIR DURATOVIC</i> LICENSE TYPE: <i>TAVERN</i>	<i>DBA</i> <i>(BOSNA EXPRESS)</i>	PROPOSED LICENSE LOCATION: <i>128 25th St SW</i>
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POLICE DEPARTMENT

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

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

for *Capt. James Carmody* Date: *4/7/15*
James Carmody, Police Chief

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): Damin Duratovic	PROPOSED LICENSE LOCATION: 128 28th St SW
LICENSE TYPE: Micro-Brewery Tavern	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

- approval
- denial

of the license application by the City Council.

Comments: _____

(Explain recommendation for denial)

Huda A. Iqbal
Development Review Team

Date: 3/23/15

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): Damir Duratoric D/B/A Bosna Express	PROPOSED LICENSE LOCATION: 128 - 28th St. SW
LICENSE TYPE: Tavern	

CITY TREASURER

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

Yes No

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

current water bill - ac 503972005 \$120.27 due 4/2/2015

Andrea Boot
Andrea Boot, Treasurer

Date: 3/11/15

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): Damir Duratovic d/b/a Bosna Express	PROPOSED LICENSE LOCATION: 128 28th St. SW
LICENSE TYPE: Tavern	

Bosna Express

BUILDING INSPECTOR

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

James W DeLange
James DeLange, Chief Building Inspector

Date: 3/16/15

Jeff Keppel 4/23/15

- per updated floor plan.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE DEPUTY FINANCE DIRECTOR

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Deputy Finance Director.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Deputy Finance Director.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

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 May 4, 2015.

ATTACHMENTS:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING

EMPLOYMENT AGREEMENT - DEPUTY FINANCE DIRECTOR

THIS AGREEMENT between Rosa Rae Ooms, 5421 Sand Dune Ct. SW, Wyoming MI 49418 (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City hereby employs the Employee as Deputy Finance Director of the City. This appointment shall be effective May 4, 2015. The Employee understands that as Deputy Finance Director, she serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code.

2. PERFORMANCE. The Employee agrees to perform the duties of Deputy Finance Director in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the City Manager.

3. SERVICE DATE. The Employee’s date of service with the City shall be October 1, 2012. The Employee shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. COMPENSATION. The Employee’s salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

5. BENEFITS. The Employee shall be provided the same health insurance, health insurance opt-out, pension, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits shall be based on a hire date of October 1, 2012. The Employee shall contribute 20% of the premium cost for health insurance as an active employee. The health insurance premium shall be based on the premium recommended by the City's insurer or, if applicable, third-party administrator.

In addition to the above stated benefits the Employee shall be credited with an additional 24 hours of vacation effective May 4, 2015 for the 2015 calendar year.

6. TERMINATION. This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal

misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and

the City-owned personal property, records, documents and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

10. ASSIGNMENT. Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

11. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

12. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

13. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

Rosa R. Ooms
Deputy Finance Director

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE ADMINISTRATIVE ASSISTANT - HR

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Administrative Assistant - HR.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Administrative Assistant - HR.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

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 May 4, 2015.

ATTACHMENTS:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING

EMPLOYMENT AGREEMENT – ADMINISTRATIVE ASSISTANT - HR

THIS AGREEMENT between Emily Christina VandeGriend, of 4060 Sun Chase Drive, Apt. 2, Hudsonville, MI 49426 (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City hereby employs the Employee as Administrative Assistant - HR. This appointment shall be effective May 19, 2015. The Employee understands that as Administrative Assistant - HR, she serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code.

2. PERFORMANCE. The Employee agrees to perform the duties of Administrative Assistant - HR in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the Director of Human Resources.

3. SERVICE DATE. The Employee’s date of service with the City shall be May 19, 2015. The Employee shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. COMPENSATION. Employee’s position is non-exempt. Employee’s hourly rate of pay shall be established by the City Manager in accordance with the annual

budget authorization, the City Charter, and the City Code. The wages shall be paid in accordance with City payroll procedures.

5. BENEFITS. The Employee shall be provided the same health insurance, health insurance opt-out, pension, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to regular employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits shall be based on a hire date of May 19, 2015. The Employee shall contribute 20% of the premium cost for health insurance as an active employee. The health insurance premium shall be based on the premium recommended by the City's insurer or, if applicable, third-party administrator.

6. TERMINATION. This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so and/or resigns prior to one full year of employment, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal

misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to three months of the Employee's base salary. Such severance pay will be paid to the Employee over a three-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the three-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the three-month period, the City's obligation will be limited to the difference in pay for the balance of said three-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and

the City-owned personal property, records, documents and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

10. ASSIGNMENT. Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

11. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

12. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

13. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

Emily Christina VandeGriend
Administrative Assistant - HR

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF WYOMING AND THE SALVATION ARMY
SOCIAL SERVICES OF KENT COUNTY

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
3. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide low-income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance.
4. In its 2015-2016 budget, the City of Wyoming has approved funding The Salvation Army Social Services of Kent County in an amount not to exceed \$16,000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and The Salvation Army Social Services of Kent County.
2. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

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 May 4, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: April 27, 2015

Subject: The Salvation Army Social Services of Kent County – CDBG Funding 2015-2016

Cc: Betty Zylstra, Executive Director - The Salvation Army Social Services

Meeting Date: May 4, 2015

RECOMMENDATION:

It is recommended that the City Council enter into an agreement with The Salvation Army Social Services of Kent County to provide low-income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Salvation Army Social Services of Kent County supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide homeless prevention assistance for low-income families living in the City of Wyoming to allow households to remain in their rental unit and maintain housing stability.

Social Equity – The City has identified as a high priority in its Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing. Providing funding for short-term rental assistance to Wyoming families pending eviction helps to address these priorities.

Economic Strength – The Salvation Army Social Services of Kent County shall use CDBG funds allocated by the City for the cost of providing eight (8) low-income Wyoming families pending eviction with short-term rental assistance. These funds assist families who are at risk of becoming homeless.

DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2015-2015, which identifies these needs as a

high priority, and approved \$16,000 in the 2015-2016 budget to support The Salvation Army Social Services of Kent County.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between the City and The Salvation Army Social Services of Kent County for these purposes. Council has approved funding in the 2015-2016 CDBG budget, not to exceed \$16,000, for this purpose.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY
JULY 1, 2015 THROUGH JUNE 30, 2016**

THIS CONTRACT, entered into this ____ day of _____, 2015, effective from July 1, 2015 through June 30, 2016 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Salvation Army Social Services of Kent County**, a Not-for-Profit Corporation, located at 1215 E. Fulton Street, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, the City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

WHEREAS, the City has identified as a high priority in its Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing; and

WHEREAS, the City desires to provide funding to the Subrecipient to provide homeless prevention assistance for low-income families living in the city of Wyoming to allow households to remain in their rental unit and maintain housing stability;

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

1. Project Objective.

The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide low-income families residing in the city of Wyoming at risk of housing loss through a pending eviction with short-term rental assistance for the purpose of preventing homelessness and providing a suitable living environment.

2. Scope of Services.

In order to accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately eight (8) low-income Wyoming families pending eviction with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for short-term rental assistance for not more than three

(3) months, with the total amount expended not to exceed SIXTEEN THOUSAND AND NO/DOLLARS (\$16,000.00).

- b. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be at-risk of homelessness. These households will be identified by Housing Assessment Program (HAP) intake staff and referred to a housing resource specialist on staff. The housing resource specialist must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- c. The Subrecipient will invoice and collect from the City a maximum total of SIXTEEN THOUSAND and NO/100 DOLLARS (\$16,000.00) to be used to reimburse the Subrecipient the cost of providing short-term rental assistance to low-income Wyoming families pending eviction.
- d. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

- a. On July 1, 2015, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2016, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of SIXTEEN THOUSAND and NO/100 DOLLARS (\$16,000.00) in accordance with the following schedule:
 - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2016, which shall be limited to 31 days (July 31, 2016).
 - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.

4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2016 by July 31, 2016 shall result in loss of funding for said expenses.

b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of SIXTEEN THOUSAND and NO/100 DOLLARS (\$16,000).

5. Financial Transparency.

The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

6. Continued Funding.

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 28.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to The Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to The Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

a. Any unearned payments under this Contract may be suspended by the City upon The Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.

b. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees.

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

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is

required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
 - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
 - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
 - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
 - 1) In the event this Contract is terminated:
 - a) All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City; and
 - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
 - 2) It is agreed that nothing contained herein shall:

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

11. Reports and Information.

- a. **Financial Records and Reports.** The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
- b. **Administrative Practices and Policies.** The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. **Equal Opportunity Employment.** The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. **Community Development Program Reports.** The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 31, 2016.
- e. **Annual Performance Report.** This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be

required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

- f. Demographic Report. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

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

- g. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

CDFA Program Title – Community Development Block Grants/Entitlement Grants
CDFA Number – 14.218
Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
Type of Assistance – A-Formula Grants
Organizational Unit – City of Wyoming
Organizational DUNS – 07928-3982
Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)
Subrecipient Name – The Salvation Army Social Services
Project – Subsistence Payments, administered by The Salvation Army Social Services
Project Description – City of Wyoming low-income persons pending eviction have the benefit of short-term rental assistance for the purpose of preventing homelessness and providing a suitable living environment.
Project Funding - \$16,000

12. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City, including the regulations found at 2 CFR Part 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.
- b. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.

- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
 - 1) Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - 2) Permit the City, or its designee, to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - 3) Allow the City, or its designee, to review such documents pertaining to this Contract that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- c. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

15. Conflict of Interest.

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

16. Assignment and Transfer of Interest; Subcontracting.

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the City of any such assignment or transfer.

17. Lobbying and Political Activities.

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

18. Save Harmless Clause.

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

19. Debarred or Ineligible Contractors.

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.

Subrecipients should check all contractors, subcontracts, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

Subrecipients shall confirm and document rental housing as registered certified for occupancy by the City of Wyoming. Property compliance can be confirmed by visiting <http://www.wyomingmi.gov/Building/building.asp> (Permit and Complaint Lookup).

20. Federal Uniform Administrative Requirements.

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

2 CFR Part 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”

Subpart K of 24CFR570, “Other Program Requirements”, except that the Subrecipient does not assume the City’s environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24CFR570.504, “Program Income.”

Subpart J of 24CFR570.502, “Applicability of Uniform Administrative Requirements.”

21. Insurance.

The Subrecipient shall purchase and maintain, at its sole expense and as long as it is providing services to City, the following insurance coverage:

- a. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

- b. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

No-fault coverage – statutory
Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

- c. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

Workers' Compensation – statutory
\$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall

remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

- e. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by the Subrecipient or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of the Subrecipient to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Subrecipient shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.
- f. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under this Agreement. Upon request, the Subrecipient shall provide the City with a complete certified copy of the policies for the above coverage's. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by City. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

22. Civil Rights.

- a. The Subrecipient agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.

- d. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

23. Compliance with the Law.

In performing the Services and Activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including but not limited to the following: the Architectural Barrier Act of 1968, as amended, 42 USC § 4151 *et seq.*; the Barrier Free Design Act, 1966 PA 1, as amended, MCL 125.1351 *et seq.*; the Davis-Bacon Act, as amended, 40 USC § 3141 *et seq.*; the Copeland Anti-Kickback Act, as amended, 18 USC § 874, 40 USC § 3145, and as supplemented by 29 CFR Part 3; and the Federal Fair Labor Standards Act of 1938, as amended, 29 USC § 201 *et seq.*

24. Severability of Provisions.

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

25. Waiver.

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

26. Disclosure of Confidential Material.

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

27. City Department or Office.

It is agreed by the parties hereto that the City's Community Development Office shall be responsible for the administration of this Contract on behalf of the City.

28. Termination at City's Election.

Either party may, upon sixty (60) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance over the

THE SALVATION ARMY OF KENT COUNTY,
a not-for-profit corporation

By: _____
Betty Zylstra, Executive Director Date
The Salvation Army of Kent County

By: _____
Bramwell E. Higgins, Secretary Date
The Salvation Army Central Territory

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR WATERMAIN REPLACEMENT
ON WYOMING AVENUE FROM PORTER STREET TO 28TH STREET, WRENWOOD
STREET FROM WYOMING AVENUE TO AVON AVENUE AND BOULEVARD DRIVE
FROM WRENWOOD STREET TO PORTER STREET

WHEREAS:

1. Due to their age and condition, the existing watermains in Wyoming Avenue, Wrenwood Street and Boulevard Drive require frequent maintenance to repair broken watermains and water services.
2. The existing watermains have reached the end of their useful life and require replacement to minimize impacts to residents.
3. On April 28, 2015, the City received five (5) bids for the proposed watermain reconstruction with Kamminga & Roodvoets, Inc. submitting the low bid of \$1,437,113.98.
4. The bid is \$42,110.40, or 2.8% below the Engineer's estimate and is in the best interest of the City to perform the aforementioned work.
5. The total cost for this project will be financed out of the Water Fund, but a Budget Amendment is necessary:

Capital Outlay Watermain 591-441-57300-972.573

Construction	\$1,437,113.98
<u>Engineering & Contingencies</u>	<u>\$257,886.02</u>
Total Project Cost	\$1,695,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the Wyoming, Wrenwood, Boulevard Watermain project contract to Kamminga & Roodvoets, Inc., in the amount of \$1,437,113.98.
2. The attached Budget Amendment 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 May 4, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: April 29, 2015
Subject: Wyoming, Wrenwood, Boulevard Watermain Reconstruction - Award of Bid
From: William D. Dooley, Director of Public Works
Meeting Date: May 4, 2015

Recommendation:

Staff recommends awarding the Wyoming, Wrenwood, Boulevard Watermain Reconstruction project to Kamminga & Roodvoets, Inc. for the low bid of \$1,437,113.98, 2.8% below the Engineer's estimate.

Sustainability Criteria:

Environmental Quality – Reliable watermains provide safe, potable water to residents and businesses for use, consumption, and emergency response.

Social Equity – The watermain replacement project has little or no impact on Social Equity.

Economic Strength – Providing safe and reliable drinking water is beneficial for residents and businesses in Wyoming and adds to the economic strength of a community.

Discussion:

On April 28, 2015, the City of Wyoming received five (5) bids for the Wyoming, Wrenwood, Boulevard Watermain Reconstruction project with Kamminga & Roodvoets, Inc. submitting a low bid of \$1,437,113.98 which is 2.8% below the Engineer's estimate. The existing watermains in Wyoming Avenue between Porter Street and 28th Street, Wrenwood Street between Wyoming Avenue and Avon Avenue and Boulevard Drive between Wrenwood Street and Porter Street create frequent maintenance calls in the City of Wyoming. There have been a number of main breaks on the existing watermains and they have reached the end of their useful life. This project will replace the existing mains and the water services within the street right-of-way.

The total project cost is \$1,695,000.00 including Engineering and Contingencies.

It is recommended that the City Council award the Wyoming, Wrenwood, Boulevard Watermain Reconstruction project to Kamminga & Roodvoets, Inc., in the amount of \$1,437,113.98.

Budget Impact:

Funds are available in the Water Fund, but a Budget Amendment is necessary.

Attachments: Bid Tabulation
Contract

Bid Comparison

Contract ID: 168.15
Description: Watermain for Wyoming Ave, Boulevard Dr, and Wrenwood St
Location: 2015 Watermain Reconstruction
Projects(s): 168.15

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,479,224.38	2.93%	0.00%
1	(9) Kamminga & Roodvoets, Inc	\$1,437,113.98	0.00%	-2.84%
2	(5) Nagel Construction	\$1,529,117.02	6.40%	3.37%
3	(26) MILBOCKER & SONS, INC	\$1,580,162.83	9.95%	6.82%
4	(14) Wyoming Excavators, Inc.	\$1,592,286.55	10.79%	7.64%
5	(2) Diversco Construction Co. Inc.	\$1,795,463.68	24.93%	21.37%

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Kamminga & Roodvoets, Inc Bid Price	Total	(2) Nagel Construction Bid Price	Total
0001	1000	MOBILIZATION	1	LS	\$70,000.00	\$70,000.00	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00
0002	1002	REMOVE TREES 8" TO 18"	10	Ea	\$365.00	\$3,650.00	\$365.00	\$3,650.00	\$185.00	\$1,850.00
0003	1003	REMOVE TREES 19" TO 36"	4	Ea	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$850.00	\$3,400.00
0004	1004	REMOVE TREES 36" OR LARGER	3	EA	\$900.00	\$2,700.00	\$1,400.00	\$4,200.00	\$1,400.00	\$4,200.00
0005	1008	REMOVE CURB & GUTTER	8,035.5	Ft	\$3.50	\$28,124.25	\$3.40	\$27,320.70	\$3.00	\$24,106.50
0006	1035	REMOVE SIDEWALK	3,676.5	SY	\$3.50	\$12,867.75	\$3.40	\$12,500.10	\$4.00	\$14,706.00
0007	1045	REMOVE PAVEMENT	711	SY	\$3.50	\$2,488.50	\$3.40	\$2,417.40	\$4.00	\$2,844.00
0008	1142	REMOVE EX COVER AND CASTINGS	45	EA	\$150.00	\$6,750.00	\$160.00	\$7,200.00	\$200.00	\$9,000.00
0009	1143	REMOVE EXISTING VALVE AND BOX	35	Ea	\$175.00	\$6,125.00	\$180.00	\$6,300.00	\$150.00	\$5,250.00
0010	1145	REMOVE EX DRAINAGE STRUCTURES	3	EA	\$250.00	\$750.00	\$255.00	\$765.00	\$400.00	\$1,200.00
0011	1168	REMOVE HYDRANT	13	Ea	\$225.00	\$2,925.00	\$230.00	\$2,990.00	\$400.00	\$5,200.00
0012	1170	REMOVE EX WATERMAIN	180	LF	\$10.00	\$1,800.00	\$10.00	\$1,800.00	\$20.00	\$3,600.00
0013	1210	COLD MILLING EXISTING PAVEMENT - 3"	19,467.5	SY	\$2.25	\$43,801.88	\$2.25	\$43,801.88	\$2.00	\$38,935.00
0014	4016	DRAINAGE STRUCTURE 4' DIA 0'-8' (CATCH BASIN)	3	EA	\$1,600.00	\$4,800.00	\$1,575.00	\$4,725.00	\$3,500.00	\$10,500.00
0015	4031	Drainage Structure Castings	41	Ea	\$405.00	\$16,605.00	\$415.00	\$17,015.00	\$700.00	\$28,700.00
0016	5040	F & P 5" HYDRANT	16	Ea	\$2,500.00	\$40,000.00	\$2,525.00	\$40,400.00	\$2,700.00	\$43,200.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Kamminga & Roodvoets, Inc Bid Price	Total	(2) Nagel Construction Bid Price	Total
0017	5076	VALVES 6"	36	EA	\$1,100.00	\$39,600.00	\$1,160.00	\$41,760.00	\$950.00	\$34,200.00
0018	5077	VALVES 8"	22	EA	\$1,300.00	\$28,600.00	\$1,465.00	\$32,230.00	\$1,300.00	\$28,600.00
0019	5101	D.I. CL 53 WATER PIPE 6"	3,164	LF	\$48.00	\$151,872.00	\$44.25	\$140,007.00	\$62.00	\$196,168.00
0020	5102	D.I. CL 53 WATER PIPE 8"	3,508	LF	\$52.00	\$182,416.00	\$52.00	\$182,416.00	\$70.00	\$245,560.00
0021	5201	6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)	96	EA	\$250.00	\$24,000.00	\$235.00	\$22,560.00	\$400.00	\$38,400.00
0022	5202	8" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)	31	EA	\$300.00	\$9,300.00	\$375.00	\$11,625.00	\$550.00	\$17,050.00
0023	5605	F&L 1" WATER SERVICES, COMP LONG SIDE AT VARIOUS LOCATIONS	54	Ea	\$1,600.00	\$86,400.00	\$1,715.00	\$92,610.00	\$1,400.00	\$75,600.00
0024	5606	F&L 1" WATER SERVICES, COMP SHORT SIDE AT VARIOUS LOCATIONS	56	Ea	\$1,000.00	\$56,000.00	\$800.00	\$44,800.00	\$800.00	\$44,800.00
0025	6114	STREET GRADE	6,184	LF	\$12.00	\$74,208.00	\$12.00	\$74,208.00	\$15.00	\$92,760.00
0026	6210	SIDEWALK RAMP, 4"	5,406	SF	\$5.00	\$27,030.00	\$3.10	\$16,758.60	\$3.50	\$18,921.00
0027	6217	Detectable Warnings	240	Ft	\$70.00	\$16,800.00	\$55.00	\$13,200.00	\$70.00	\$16,800.00
0028	6220	CONCRETE GUTTER - DET 127A	60	Ft	\$12.00	\$720.00	\$17.00	\$1,020.00	\$14.00	\$840.00
0029	6240	CONCRETE CURB AND GUTTER, 30"	7,715.5	Lft	\$12.00	\$92,586.00	\$12.40	\$95,672.20	\$10.50	\$81,012.75
0030	6270	CONCRETE SIDEWALK, 4"	26,463	SF	\$3.00	\$79,389.00	\$2.65	\$70,126.95	\$2.10	\$55,572.30
0031	6272	CONCRETE SIDEWALK, 8"	300	Sft	\$4.00	\$1,200.00	\$5.50	\$1,650.00	\$4.00	\$1,200.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Kamminga & Roodvoets, Inc Bid Price	Total	(2) Nagel Construction Bid Price	Total
0032	6280	CONCRETE PAVEMENT NON REINFORCED, 4"	727.5	SY	\$24.00	\$17,460.00	\$23.85	\$17,350.88	\$20.00	\$14,550.00
0033	6295	ADJUST CASTINGS	58	EA	\$425.00	\$24,650.00	\$418.00	\$24,244.00	\$400.00	\$23,200.00
0034	6305	HAND PATCHING	20	TON	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$147.03	\$2,940.60
0035	6333	BITUMINOUS MIXTURE - 3C	1,923	TON	\$70.00	\$134,610.00	\$62.00	\$119,226.00	\$64.08	\$123,225.84
0036	6335	BITUMINOUS MIXTURE - 4C	1,923	TON	\$75.00	\$144,225.00	\$66.00	\$126,918.00	\$65.86	\$126,648.78
0037	7005	TOP SOIL 4" SCREENED	3,593.5	SY	\$4.00	\$14,374.00	\$3.15	\$11,319.53	\$6.00	\$21,561.00
0038	7015	CLASS A SEED HYDRO-MULCH	3,593.5	SY	\$2.00	\$7,187.00	\$0.50	\$1,796.75	\$1.50	\$5,390.25
0039	8010	MINOR TRAFFIC CONTROL DEVICES	1	LS	\$10,000.00	\$10,000.00	\$28,300.00	\$28,300.00	\$12,575.00	\$12,575.00
0040	8100	BARRICADE TYPE II LIGHTED - FURNISHED	160	EA	\$30.00	\$4,800.00	\$27.00	\$4,320.00	\$21.50	\$3,440.00
0041	8101	BARRICADE TYPE II LIGHTED - OPERATED	160	EA	\$1.00	\$160.00	\$1.00	\$160.00	\$1.00	\$160.00
0042	8110	BARRICADE TYPE III LIGHTED - FURNISHED	25	EA	\$100.00	\$2,500.00	\$80.00	\$2,000.00	\$40.00	\$1,000.00
0043	8111	BARRICADE TYPE III LIGHTED - OPERATED	25	EA	\$10.00	\$250.00	\$10.00	\$250.00	\$10.00	\$250.00
Bid Totals:						\$1,479,224.38		\$1,437,113.98		\$1,529,117.02

Line	Pay Item Code	Description	Quantity	Units	(3) MILBOCKER & SONS, INC Bid Price	(3) MILBOCKER & SONS, INC Total	(4) Wyoming Excavators, Inc. Bid Price	(4) Wyoming Excavators, Inc. Total	(5) Diversco Construction Co. Inc. Bid Price	(5) Diversco Construction Co. Inc. Total
0001	1000	MOBILIZATION	1	LS	\$80,000.00	\$80,000.00	\$78,501.50	\$78,501.50	\$86,000.00	\$86,000.00
0002	1002	REMOVE TREES 8" TO 18"	10	Ea	\$186.00	\$1,860.00	\$190.00	\$1,900.00	\$400.00	\$4,000.00
0003	1003	REMOVE TREES 19" TO 36"	4	Ea	\$755.00	\$3,020.00	\$755.00	\$3,020.00	\$1,600.00	\$6,400.00
0004	1004	REMOVE TREES 36" OR LARGER	3	EA	\$1,410.00	\$4,230.00	\$1,410.00	\$4,230.00	\$1,950.00	\$5,850.00
0005	1008	REMOVE CURB & GUTTER	8,035.5	Ft	\$3.50	\$28,124.25	\$5.00	\$40,177.50	\$6.00	\$48,213.00
0006	1035	REMOVE SIDEWALK	3,676.5	SY	\$4.50	\$16,544.25	\$7.00	\$25,735.50	\$5.00	\$18,382.50
0007	1045	REMOVE PAVEMENT	711	SY	\$6.00	\$4,266.00	\$10.00	\$7,110.00	\$6.75	\$4,799.25
0008	1142	REMOVE EX COVER AND CASTINGS	45	EA	\$280.00	\$12,600.00	\$217.00	\$9,765.00	\$283.00	\$12,735.00
0009	1143	REMOVE EXISTING VALVE AND BOX	35	Ea	\$190.00	\$6,650.00	\$217.00	\$7,595.00	\$350.00	\$12,250.00
0010	1145	REMOVE EX DRAINAGE STRUCTURES	3	EA	\$250.00	\$750.00	\$411.00	\$1,233.00	\$510.00	\$1,530.00
0011	1168	REMOVE HYDRANT	13	Ea	\$280.00	\$3,640.00	\$475.00	\$6,175.00	\$390.00	\$5,070.00
0012	1170	REMOVE EX WATERMAIN	180	LF	\$12.00	\$2,160.00	\$13.00	\$2,340.00	\$9.00	\$1,620.00
0013	1210	COLD MILLING EXISTING PAVEMENT - 3"	19,467.5	SY	\$1.60	\$31,148.00	\$1.00	\$19,467.50	\$4.05	\$78,843.38
0014	4016	DRAINAGE STRUCTURE 4' DIA 0'-8' (CATCH BASIN)	3	EA	\$1,700.00	\$5,100.00	\$4,148.00	\$12,444.00	\$2,845.00	\$8,535.00
0015	4031	Drainage Structure Castings	41	Ea	\$350.00	\$14,350.00	\$505.00	\$20,705.00	\$500.00	\$20,500.00
0016	5040	F & P 5" HYDRANT	16	Ea	\$2,100.00	\$33,600.00	\$2,410.00	\$38,560.00	\$2,693.00	\$43,088.00

Line	Pay Item Code	Description	Quantity	Units	(3) MILBOCKER & SONS, INC Bid Price	Total	(4) Wyoming Excavators, Inc. Bid Price	Total	(5) Diversco Construction Co. Inc. Bid Price	Total
0017	5076	VALVES 6"	36	EA	\$1,250.00	\$45,000.00	\$1,065.00	\$38,340.00	\$1,155.00	\$41,580.00
0018	5077	VALVES 8"	22	EA	\$1,550.00	\$34,100.00	\$1,524.00	\$33,528.00	\$1,475.00	\$32,450.00
0019	5101	D.I. CL 53 WATER PIPE 6"	3,164	LF	\$50.00	\$158,200.00	\$60.00	\$189,840.00	\$75.00	\$237,300.00
0020	5102	D.I. CL 53 WATER PIPE 8"	3,508	LF	\$60.00	\$210,480.00	\$69.00	\$242,052.00	\$82.50	\$289,410.00
0021	5201	6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES,-ETC-)	96	EA	\$410.00	\$39,360.00	\$462.00	\$44,352.00	\$605.00	\$58,080.00
0022	5202	8" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES,-ETC-)	31	EA	\$500.00	\$15,500.00	\$652.00	\$20,212.00	\$715.00	\$22,165.00
0023	5605	F&L 1" WATER SERVICES,COMP LONG SIDE AT VARIOUS LOCATIONS	54	Ea	\$1,500.00	\$81,000.00	\$1,654.00	\$89,316.00	\$2,210.00	\$119,340.00
0024	5606	F&L 1" WATER SERVICES,COMP SHORT SIDE AT VARIOUS LOCATIONS	56	Ea	\$1,100.00	\$61,600.00	\$1,094.00	\$61,264.00	\$1,065.00	\$59,640.00
0025	6114	STREET GRADE	6,184	LF	\$25.00	\$154,600.00	\$12.00	\$74,208.00	\$8.00	\$49,472.00
0026	6210	SIDEWALK RAMP, 4"	5,406	SF	\$3.50	\$18,921.00	\$3.50	\$18,921.00	\$4.00	\$21,624.00
0027	6217	Detectable Warnings	240	Ft	\$30.00	\$7,200.00	\$70.00	\$16,800.00	\$30.00	\$7,200.00
0028	6220	CONCRETE GUTTER - DET 127A	60	Ft	\$20.00	\$1,200.00	\$14.00	\$840.00	\$20.00	\$1,200.00
0029	6240	CONCRETE CURB AND GUTTER, 30"	7,715.5	Lft	\$11.30	\$87,185.15	\$11.00	\$84,870.50	\$11.30	\$87,185.15
0030	6270	CONCRETE SIDEWALK, 4"	26,463	SF	\$2.10	\$55,572.30	\$2.10	\$55,572.30	\$2.30	\$60,864.90
0031	6272	CONCRETE SIDEWALK, 8"	300	Sft	\$3.50	\$1,050.00	\$4.00	\$1,200.00	\$3.70	\$1,110.00

Line	Pay Item Code	Description	Quantity	Units	(3) MILBOCKER & SONS, INC Bid Price	(3) MILBOCKER & SONS, INC Total	(4) Wyoming Excavators, Inc. Bid Price	(4) Wyoming Excavators, Inc. Total	(5) Diversco Construction Co. Inc. Bid Price	(5) Diversco Construction Co. Inc. Total
0032	6280	CONCRETE PAVEMENT NON REINFORCED, 4"	727.5	SY	\$19.35	\$14,077.13	\$20.00	\$14,550.00	\$19.35	\$14,077.13
0033	6295	ADJUST CASTINGS	58	EA	\$500.00	\$29,000.00	\$718.00	\$41,644.00	\$540.00	\$31,320.00
0034	6305	HAND PATCHING	20	TON	\$88.50	\$1,770.00	\$145.00	\$2,900.00	\$147.00	\$2,940.00
0035	6333	BITUMINOUS MIXTURE - 3C	1,923	TON	\$62.20	\$119,610.60	\$61.50	\$118,264.50	\$61.50	\$118,264.50
0036	6335	BITUMINOUS MIXTURE - 4C	1,923	TON	\$66.50	\$127,879.50	\$65.75	\$126,437.25	\$65.75	\$126,437.25
0037	7005	TOP SOIL 4" SCREENED	3,593.5	SY	\$8.00	\$28,748.00	\$5.00	\$17,967.50	\$4.75	\$17,069.13
0038	7015	CLASS A SEED HYDRO-MULCH	3,593.5	SY	\$2.00	\$7,187.00	\$1.00	\$3,593.50	\$1.00	\$3,593.50
0039	8010	MINOR TRAFFIC CONTROL DEVICES	1	LS	\$28,000.00	\$28,000.00	\$11,950.00	\$11,950.00	\$30,475.00	\$30,475.00
0040	8100	BARRICADE TYPE II LIGHTED - FURNISHED	160	EA	\$21.63	\$3,460.80	\$22.00	\$3,520.00	\$21.50	\$3,440.00
0041	8101	BARRICADE TYPE II LIGHTED - OPERATED	160	EA	\$1.01	\$161.60	\$1.00	\$160.00	\$1.00	\$160.00
0042	8110	BARRICADE TYPE III LIGHTED - FURNISHED	25	EA	\$40.23	\$1,005.75	\$40.00	\$1,000.00	\$40.00	\$1,000.00
0043	8111	BARRICADE TYPE III LIGHTED - OPERATED	25	EA	\$10.06	\$251.50	\$1.00	\$25.00	\$10.00	\$250.00
Bid Totals:					\$1,580,162.83	\$1,592,286.55	\$1,795,463.68			

CONTRACT

THIS CONTRACT AWARDED on the 4th day of May 2015 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and

**KAMMINGA & ROODVOETS, INC.
3435 BROADMOOR AVENUE, SE
GRAND RAPIDS, MI 49512**

party of the second part, hereinafter called the "Contractor."

Witnesseth, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I - THE CONTRACT

The following shall be deemed to be part of this Contract:

- A. Performance Bond, Payment Bond, and Resolution from Board of Directors**
- B. Information for Bidders**
- C. Bid Proposal Form**
- D. Award of Bid**
- E. Certificate of Insurance (per City of Wyoming's Contractor Insurance Requirements)**
- F. Subcontract Provision**
- G. Letter of Credit (5% of Annual Contract Amount)**
- H. Equal Employment Opportunity Statement**
- I. All Provisions required by law to be inserted in this contract, whether actually inserted or not.**
- J. Special Specifications as listed below:**

SEE ATTACHED

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work shown on the drawing and described in the specifications for the project entitled:

2015 WATERMAIN RECONSTRUCTION

all in accordance with the requirements and provisions of the Contract. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before October 2, 2015. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum of One Thousand Three Hundred Dollars (\$1,300.00) for each calendar day by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of:

ONE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED THIRTEEN DOLLARS AND 98/100 CENTS (\$1,437,113.98)

the amount named in the Proposal, as full compensation for all labor, supervision, equipment, materials, and incidental expense required in executing all of the work contemplated in this Contract, including also all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items of work not included in the proposal items.

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

The City Charter of the City shall be the governing document in all contractual relations with the City of Wyoming. In the prosecution of the work under this Contract, eight (8) hours shall constitute a day's labor. The City retains the right to determine finally all questions as to the proper performance under this Contract or any unfinished portion thereof, and in case of improper, dilatory or imperfect performance thereof to suspend the work at any time and to order the partial or entire reconstruction of the same. The City likewise retains full power to determine all questions arising under this Contract according to the true intent and meaning thereof.

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all time comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done hereunder.

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

Witnesses

CITY OF WYOMING

_____ By _____
Jack Poll
Its Mayor Date

_____ By _____
Kelli A. Vandenberg
Its City Clerk Date

CONTRACTOR Date

By _____

Its _____

Correct in form: _____
City Attorney Date

Certification of funds: _____
City Comptroller Date

The Contract above was approved and ordered executed by the Council of the City of Wyoming at a session held _____, 20 _____.

Attest: _____
City Clerk Date

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE REPLACEMENT OF THE
POURED IN PLACE SAFETY SURFACING AND RELATED SITE
RESTORATION WORK WITHIN FROG HOLLOW PARK

WHEREAS:

1. As detailed in the attached Staff Report the original poured in place safety surface at Frog Hollow Park is approaching ten years of wear and exposure and is at the end of its lifecycle.
2. GameTime c/o Sinclair Recreation, LLC has provided a quote in the amount of \$64,680.00 to complete the purchase and installation of poured in place unitary safety surfacing replacement at Frog Hollow using the U.S. Communities pricing.
3. Funds for the playground resurfacing are available in account number 208-752-75600-975182.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the replacement of the poured in place safety surfacing and related site restoration work within Frog Hollow Park in the amount of \$64,680.00.
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 May 4, 2015.

ATTACHMENTS:
U.S. Communities Price List
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 26, 2015

Subject: Frog Hollow Poured In Place (PIP) Unitary Safety Surfacing Replacement

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: Monday, May 4, 2015

Recommendation: Staff recommends the City Council award the replacement of the Poured in Place (PIP) safety surfacing and related site restoration work within Frog Hollow Park to Sinclair Recreation, Inc. in the amount of \$64,680.

Sustainability Criteria:

Environmental Quality – Frog Hollow was constructed in 2004 and 2005. As we approach 10 years of wear and exposure to the elements, the PIP is approaching the end of its reasonable life cycle. In order to ensure participant fall and impact safety, replacement is needed.



Economic Strength – Frog Hollow Park significantly expands the number and caliber of accessible recreation facilities in Wyoming; giving area visitors and residents reason to explore Wyoming's exceptional park system and chose to live work and play in Wyoming.

Social Equity – This project protects public health and welfare by maintaining ADA, ASTM, CPSC approved playground safety surfacing as well as maintaining the integrity of universal accessibility for children and families using supportive equipment. Frog Hollow Park has been instrumental providing Wyoming's first municipal universally accessible public park. Located within the Metropolitan Hospital's Health Village, the park is Wyoming's #1 visited playground.

Discussion:

Working with Laura Jackson from our Purchasing Department, we are able to access US Communities Pricing (a national bidding network) to obtain the work at the most cost effective pricing.

The project scope includes the disassembly and disposal of the existing rubberized materials, replacement of the unitary surfacing, including the imaginative play elements of the frog and lily pads, and any site restoration. Due to constrained space and the need to protect unique cement aesthetic details, much of the work will be completed by hand.

Work is planned to begin the day after Labor Day. In order to confirm our placement in the Sinclair Recreation's construction schedule, the project must be awarded prior to June 1, 2015.

Sent: Thursday, April 02, 2015 3:51 PM
To: Anderson, Jeff
Subject: Surfacing timeline

Good afternoon Jeff! The September installation will work great for us as long as we can get you guys to approve it and sign a quote prior to June 1st. This will allow me to save your block of time as we get busy installing playgrounds. Let me know what my next step is!

Regards,

Kendall Vander [Kolk](#)
Sinclair Recreation
616-886-1726
Sent from my iPhone

Budget Impact: This work was planned for in the 2015 budget at an amount of \$60,000. An Administrative budget amendment transferring funds from the Ferrand Park project in the amount of \$11,400 (allowing for 10% contingency) is being processed. Funds from the dedicated Parks and Recreation Operational Millage are available in account number 208-752-75600-975.182.



QUOTE #61729

01/22/2015

City of Wyoming - Frog Hollow - PIP Replacement and Site Work - US Communities

City of Wyoming
 Attn: Accounts Payable
 Parks & Recreation
 1155 - 28th St. SW
 Wyoming, MI 49509
 Phone: 616-530-7296

Project #: P52687
 Ship To Zip: 48509

Quantity	Part #	Description	Unit Price	Amount
1	Add	Sinclair Recreation - Supply and Installation of 3514 SF Poured in Place -Installed - This is for 100% Color with Blue and Green Lily Pad Graphics. Includes an aliphatic binder <i>This includes any repair we may need to make for subbase.</i>	\$53,410.00	\$53,410.00
1	INSTALL	Installation - Removal of Existing PIP	\$6,150.00	\$6,150.00
1	INSTALL	Installation - Provision of Roll Off Disposal Containers Per CDR Disposal and all costs associated with disposal	\$950.00	\$950.00
1	INSTALL	Installation - Site Protection and Site Security	\$1,420.00	\$1,420.00
1	INSTALL	Installation - Site Restoration - <i>Price is for restoration of site after work is completed.</i>	\$2,750.00	\$2,750.00
			SubTotal:	\$64,680.00
			Total Amount:	\$64,680.00

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O SINCLAIR RECREATION.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Sales Tax will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.





City of Wyoming - Frog Hollow - PIP Replacement and Site Work - US Communities

Shipment: Order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

Acceptance of quotation:

Proposed By Richard Sinclair: _____

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

P.O. No: _____

Date: _____

Phone: _____

Purchase Amount: **\$64,680.00**

Order Information:

Bill To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

Ship To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)



RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM RAPISCAN SYSTEMS
FOR THE PURCHASE AND INSTALLATION OF A SECURITY X-RAY SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report, the Court's security x-ray machine is failing and is need of replacement.
2. Quotations were received from Rapiscan Systems (an OSI Systems Company) in the total amount of \$18,100.00 and Event Metal Detectors, LLC in the total amount of \$25,000.00.
3. It is recommended the low quotation from Rapiscan Systems be accepted.
4. Funds for the purchase and installation are available in the Capital Outlay Account number 101-136-13600-984000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept a quotation from Rapiscan Systems (an OSI Systems Company) for the purchase and installation of a security x-ray system in the total amount of \$18,100.00.
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 May 4, 2015.

ATTACHMENTS:

Staff Report
Quotation

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STATE OF MICHIGAN



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

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

STAFF REPORT

Date: 4/27/15
Subject: Security X-ray System
From: Christopher Kittmann, Court Administrator
Meeting Date: May 4th, 2015

Recommendation:

I recommend that the City Council approve the purchase of a new Security X-ray System for the 62-A District Court. The cost of the system is \$18,100.

Sustainability Criteria:

Environmental Quality – There is no impact on Environmental Quality with the purchase of this system.

Social Equity – There is no impact on Social Equity with the purchase of this system.

Economic Strength – There is no impact on Economic Strength with the purchase of this system.

Discussion:

After nearly 16 years, the court's security x-ray machine is failing and has become unreliable. Any sort of repair on the system is somewhat futile due to its age, as well as the overall cost to have it repaired [approximately \$2000-\$4000]. As a result, the court must quickly purchase a new system.

As you may or may not know the court has a security check point area as you enter the court house. We screen every individual as well as their property [purses, bags, briefcases, etc.], that enters the courthouse. We screen for guns, knives, pepper spray, or similar weapons. Utilizing the security x-ray equipment allows for a safe, efficient and cost effective way to ensure overall courthouse security. Therefore it is imperative that a new system be purchased immediately.

Attached to this memorandum is a quote from Rapiscan to replace, install and program a new security x-ray system. *[As a point of reference Rapiscan is who provided the court's original security equipment.]*

Budget Impact:

The cost of the system as quoted directly from the manufacturer [Rapiscan] is \$18,100. Funds are available for this purchase through the court's capital outlay account [#101.136.13600.984.000]. The court is not asking the council for additional funds. Once the system is purchased the court will immediately apply for a RAP [Risk Avoidance Program] Grant via MMRMA [Michigan Municipal Risk Management Authority, in an attempt to re-coup 50% of the purchase.



An OSI Systems Company

Corporate Headquarters
 2805 Columbia Street
 Torrance, California, 90503, USA
 Telephone +1 310 978 1457
 Facsimile +1 310 349 2491
www.rapiscansystems.com

QUOTATION

Contact: Chris Kittmann
Customer: City of Wyoming
Address: 1155 28th St SW,,
 Wyoming, Michigan 49509 USA
Telephone: (616) 530-7226

Quote Number: 2015-12013
Submitted Date: April 16, 2015
Expiration Date: June 15, 2015

End User: City of Wyoming

BPI

Item	Qty	Product	Description	Net Each	Ext. Price
1	1	618XRW140	RAPISCAN 618XRW, WBS, DUAL VOLT, 140KV	\$16,500.00	\$16,500.00
2	1	92102877	MANUAL, OPERATOR'S, 600 SERIES, SV & DV	\$0.00	\$0.00
3	1	21101502	VOLTAGE KIT,SV,TYPE B,115V,N.AMERICA/JAPAN 3-PIN	\$0.00	\$0.00
4	1	13109789	MONITOR, WLCD 19" 1440 x 900, COMMERCIAL	\$0.00	\$0.00
5	1	SW930193	SOFTWARE, FEATURE, AUTOMATIC TARGET, OS600	\$0.00	\$0.00
6	1	SW930195	SOFTWARE, FEATURE, AUTO ARCHIVE OS600	\$0.00	\$0.00
7	1	SW930194	SOFTWARE, FEATURE, DTA, OS600	\$0.00	\$0.00
8	1	1310901	KEY, USB DONGLE, WINDOWS BASED SYSTEM	\$0.00	\$0.00
9	1	23101573	ROLLER BED, W/POP OUT & BACK STOP, GS, 0.5M,618XRW	\$0.00	\$0.00
10	1	2313956	KIT, FOOTMAT, 6XX SYSTEMS	\$0.00	\$0.00
11	1	Freight	Freight Charges	\$0.00	\$0.00
12	1	Installation	Installation and Basic Operator instruction. Infrastructure must meet all technical and environmental specifications in order for installation	\$1,600.00	\$1,600.00

Rapiscan[®] systems

An OSI Systems Company

Corporate Headquarters
2805 Columbia Street
Torrance, California, 90503, USA
Telephone +1 310 978 1457
Facsimile +1 310 349 2491
www.rapiscansystems.com

Item	Qty	Product	Description	Net Each	Ext. Price
			to occur. If these requirements are not met pre or post installation, this may result in additional charges.		
13	1	Warranty-AS	Two (2) years parts and labor on entire system from date of shipment (25 months total). Does not cover any damages from misuse, abuse, tampering or acts of God.	\$0.00	\$0.00
14	1	21101456	CABLE, UMBILICAL, EXTERNAL 4M, 6XX	\$0.00	\$0.00
				Sub Total	\$18,100.00

				PROPOSAL TOTAL	\$18,100.00
--	--	--	--	-----------------------	--------------------

Terms of Delivery: FOB - Origin
Terms of Payment: NET30 Payment 30 days after invoice date
Shipping Date:

Prepared By: Sean Bullock
Phone: 917 287-1680
Email: sbullock@rapiscansystems.com

Notes:
Import duties not included for International shipments

This quotation and any sale of the equipment or provision of services described on this quotation is and shall be subject to the Sales Terms and Conditions G201 and Software License Agreement G306, both of which are available at <http://www.rapiscansystems.com/termsandconditions>.

Rapiscan[®] **s y s t e m s**

An OSI Systems Company

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2805 Columbia Street
Torrance, California, 90503, USA
Telephone +1 310 978 1457
Facsimile +1 310 349 2491
www.rapiscansystems.com

The Sales Terms and Conditions G201 and Software License Agreement G306 are part of and included by reference in every quotation and order acknowledgement. By accepting this quotation and/or performing hereunder, the buyer agrees to be bound by and to comply with the Sales Terms and Conditions G201 and Software License Agreement G306. Other Terms and conditions, including, without limitation, buyer's terms and conditions are not binding upon Rapiscan unless accepted in writing.

Freight rates are based on details provided at time of quotation. Any changes may result in revised charges.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE
THE PURCHASE OF AMMUNITION

WHEREAS:

1. As detailed in the attached Staff Report, the Department of Public Safety purchases ammunition for duty purposes and firearms training.
2. It is recommended that the City Council authorize the purchase of the ammunition using the State of Michigan (MiDEAL) extended purchasing program.
3. Funds for the purchase of the ammunition are available in account number 101-305-31500-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of ammunition through the State of Michigan (MiDEAL) extended purchasing program.
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 builders, and the bid opening procedures.

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 May 4, 2015.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

DATE: April 27, 2015
SUBJECT: Ammunition Bid
FROM: Sgt. Brian Look

RECOMMENDATION:

It is recommended that the City Council use the State of Michigan bid that has been extended thru 2016 for the purchase price for ammunition. It is further recommended that it be approved that the purchase of the ammunition be from the low bidders, Kiesler Police Supply Inc. and Vance Outdoor Inc. The only exemption would be if a particular company cannot fulfill our ammunition demands due to a shortage on ammunition. The ammunition will be used to equip officers for duty purposes as well as being needed for firearms training.

SUSTAINABILITY CRITERIA:

Environmental Quality: Does not impact this criteria

Social Equity: Does not impact this area

Economic Strength: Recommend the use of the lowest bidder for financial reasons.

DISCUSSION:

There were three companies that submitted bids for ammunition; Kiesler Police Supply, Michigan Police Equipment and Vance Outdoor Inc. Kiesler Police Supply is the only regional supplier for Federal ammunition, which is the manufacturer of Speer and CCI ammunition. This was awarded to them by ATK and thus no other company can distribute Speer ammunition for the State of Michigan. The Wyoming Department of Public Safety-Police Division utilizes the Federal/Speer brand ammunition as its duty ammunition.

Vance Outdoor Inc. was the lowest bid for both Hornady and Winchester brand for the requested ammunition and can be used for practice ammunition due to the cost savings of going with the low bid.

BUDGET IMPACT:

Funds for the purchase of ammunition are budgeted in account number: 101-305-31500-740000. It is estimated that annual cost for the purchase of the ammunition will be approximately \$15,000.00.

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 bid for the listed service as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidders	Cost
Work Uniforms & Carhartt Clothing Items	Cintas Location 301	Bid prices as shown on the attached Staff Report

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 May 4, 2015.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 27, 2015
Subject: Work Uniforms & Carhartt Clothing Items
From: Laura Jackson, Purchasing Department
Meeting Date: May 4, 2015

RECOMMENDATION:

It is recommended the Wyoming City Council award the bid for work uniforms and Carhartt clothing items to the low bidder Cintas Location 301.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – The bid specifications as written requested each bidder to submit a percentage discount from current standard published price lists from the Red Kap current standard published catalog and Carhartt Workwear catalog.

DISCUSSION:

On April 21, 2015, two bids were received in answer to our invitation to bid on work uniforms and Carhartt clothing items. Fifty-one invitations to bid were sent to prospective bidders. The bid specifications requested a percentage discount from Red Kap Industries (owned by VF Imagewear, Inc.) and Carhartt Workwear standard published price lists. The bids received are as shown below.

Company	Name of Catalog	Work Uniforms			Carhartts	
		% Discount	Cost	Embroidery	% Discount	Cost
				Set Up Charges		
Cintas Location 301	Red Kap Industries	15%	\$5.95		15%	\$7.40
	Cintas Source Book	30%	\$5.95			
	Cintas Apparel Bags & Caps	15%	\$5.95			
Tele-Rad, Inc.	5.11	20%	\$15.00	\$35.00	No Bid	No Bid

A minimum of four work uniforms are to be provided by the City to each General Union Employee required to wear a work uniform, in accordance with employment contract between the Wyoming City Employees and the City of Wyoming.

Carhartt clothing items are provided to City employees who are required to wear work uniforms and work outside in the winter months of the year. The Carhartt clothing items are purchased on an as needed basis for new employees and as replacements for existing worn out items.

Work uniforms & Carhartt clothing items are purchased as required throughout the year and funds are budgeted in the various departmental accounts. The estimated expenditure for work uniforms and Carhartt clothing items during the coming year is expected to total approximately \$22,000.00.

JRS/sak
3/2/15

ORDINANCE NO. 5-15

AN ORDINANCE TO AMEND ARTICLE VII
OF CHAPTER 10 OF THE CODE
OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VII of Chapter 10 of the Code of the City of Wyoming entitled "Property Maintenance Code" is hereby amended to read as follows:

ARTICLE VII
PROPERTY MAINTENANCE CODE

Sec. 10-176. Adoption of Code.

The International Property Maintenance Code/2012 as published by the International Code Council, Inc. is adopted by reference as herein modified for the purposes of protecting the public health, safety and welfare in all existing structures, residential and nonresidential, and on all existing premises by establishing minimum maintenance standards for all structures and occupants of all structures; and providing for administration, enforcement and penalties. The International Property Maintenance Code 2012 together with the provisions of this ordinance shall be known and may be cited as the Property Maintenance Code of the City of Wyoming.

Sec. 10-177. References in Code.

References in the International Property Maintenance Code/2012 to "name of jurisdiction" shall mean the City of Wyoming:

Sec. 10-178. Availability of code.

Complete copies of the code are available at the office of the city clerk for inspection and distribution to the public.

Sec. 10-179. Changes in code.

The following sections and subsections of the International Property Maintenance Code 2012 are hereby amended as provided herein and additional sections and subsections are added as indicated. Section numbers used in this ordinance shall refer to the like numbered sections in International Property Maintenance Code/2012.

(1) Section 101.1 is hereby amended to read as follows:

Sec. 101.1 TITLE

These regulations shall be known as the Property Maintenance Code of Wyoming, hereinafter referred to as “this code”.

(2) Section PM-102.3 is hereby amended to read as follows:

Sec. 102.3 APPLICATION OF OTHER CODES.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Electrical Code, Michigan Mechanical Code, Michigan Plumbing Code and International Fire Code. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Wyoming Zoning Code.

(3) Section PM 102.6 is hereby deleted.

(4) Section PM 103.1 is hereby amended to read as follows:

Sec. 103.1 RENTAL REGISTRATION AND INSPECTION.

(a) No person shall rent, lease or offer for rent or lease any residential unit or residential property without first registering said unit or property with the City.

(b) A residential unit or property may be rented, leased or offered for rent or lease if:

1. An application is submitted indicating the owner and manager, the number of units and buildings for which application is sought, the type of units intended, any other pertinent data sought by the Code Official.

2. All related program fees are paid based on a fee schedule as adopted by the City. The fees shall be a debt to the City, which may be assessed as a lien against the property until paid.

3. If an inspection is performed on the property based on any rental inspection schedule as adopted by the City all violations disclosed thereby are either corrected or waived by the Housing Board of Appeals.

(c) A registration for properties with four (4) or more units shall be in effect for two (2) years from the date of issue unless revoked for cause by the City.

A certificate for properties with less than four (4) units shall be in effect for four (4) years from the date of issue unless revoked for cause by the city.

Exceptions:

If a property with less than four (4) units is in violation of one or more of the following, the property shall be issued a two (2) year certification.

Safety:

- (1) Smoke detector violations
- (2) Work completed without a permit
- (3) Eminent electrical hazards
- (4) Eminent mechanical hazards
- (5) Eminent building hazards

Cosmetic:

- (1) More than one window with broken or missing glazing
- (2) Peeling paint on more than 25% of the building
- (3) Loose or damaged siding, fascia or soffit materials on the house or garage. Reasonable wear and minor maintenance concerns related to these items shall not disqualify property owners from a four year certification.
- (4) Damaged exterior doors on the house or garage that prevents the door from opening and/or closing, locking, or operating as designed or where more than 25% of the exterior surface area is dented, peeling or otherwise in disrepair.
- (5) Damaged or excessively worn roof/shingles

Other:

In addition to any one (1) of the above, if a property has more than four maintenance code violations the property shall receive a two (2) year certification.

Failure to register and certify a rental unit in accordance with the provisions of this ordinance or failure to pay the program fees is a violation of this code.

d. Suspension or Revocation of registration. Any registration issued by the City under this ordinance may be suspended by the Code Official for cause, and any permit issued by the City may be suspended or revoked by the Housing Board of Appeals for cause. The owner shall have the right to a hearing before the Housing Board of Appeals on any such action of the Code Official, provided a written request therefore is filed with the City Clerk within five (5) days after receipt of notice of suspension. The Housing Board of Appeals may confirm the suspension or revoke or reinstate the license. The action taken by the Housing Board of Appeals shall be final.

e. Cause defined. The term “cause”, as used in this article, shall include the doing or omitting of any act, or permitting any condition to exist in connection with any registration granted under the provisions of this ordinance, or upon any premises or facilities used in connection therewith, which act, omission or condition is:

- (1) Contrary to the health, safety or welfare of the public.
- (2) Unlawful or fraudulent in nature.
- (3) Unauthorized or beyond the scope of the registration.
- (4) Forbidden by the provisions of this ordinance, or any duly established rule or regulation of the City applicable to housing.
- (5) A nuisance on the registered property.

f. Inspections. In order to safeguard the health and welfare and safety of the public, the Code Official or his representative is authorized to enter any structure or premises at any reasonable time for the purpose of making inspections and performing his duties under this Code. Inspections may be made at any time on individual or multiple units as a result of a complaint or if a serious health/safety problem is suspected. Scheduled Inspections will be based on any Rental Inspection Schedule as adopted by the City.

g. Fees. Fees for such licenses and registration shall be set by resolution of the City Council.

Such fees may reflect the cost of processing, inspection, supervision and other related costs of regulations. Fees for not complying with the rental program shall be established by resolution of the City Council.

(5) Section 103.2 is hereby amended to read as follows:

Sec. 103.2 VACANT STRUCTURE AND ABANDONED STRUCTURE.

(a) No person shall occupy or allow to be occupied, any building that is posted as an Abandoned Structure without first obtaining approval for occupancy of said building.

(b) An Abandoned Structure may be occupied if:

- (1) An application is submitted indicating the owner of the property, if the property is to be owner occupied or a rental property, and any other pertinent data sought by the code official.
- (2) All related inspection service fees are paid based on a fee schedule as adopted by the City Council. The fees shall be a debt to the city, which may be enforced by the City against the property owner. The City may place such charges on the tax roll to be added to the taxes for the property for the next year.
- (3) If an inspection is performed on the property based on a fee schedule as adopted by the City, and all violations disclosed thereby are either corrected or waived by the Housing Board of Appeals.

(6) Section 104.7 is hereby added to read as follows:

Sec. 104.7 LIABILITY.

The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

(7) Section 104.8 is hereby added to read as follows:

Sec. 104.8 FEES.

The fees for activities and services performed by the department carrying out its responsibilities under this code shall be as established by resolution of the City Council.

(8) Section 106.2 is hereby amended to read as follows:

Sec. 106.2 PENALTY.

Violation of any provision of this Article shall be a “municipal civil infraction” with civil fines as provided in Sec. 1-27 of the City Code.

(9) Section 106.4.1 is hereby added to read as follows:

Sec. 106.4.1 CLEAN UP/DEMOLITION COSTS.

Should it become necessary for the City to either perform or hire, weed cutting, clean up or demolition on any property, all costs shall be assessed against said property as follows:

1. Clean up/Weed Abatement: cost plus 100%
2. Demolition: cost plus 50%

(10) Section 106.5 is hereby amended to read as follows:

Sec. 106.5 RIGHT OF ENTRY.

At any time after written notice of violation is provided to a property owner and/or properly posted on the property, an employee of the City or any contractor employed by the City shall have the right to enter onto private property to perform any clean up, removal, demolition or any other action reasonably necessary to bring the property into compliance with the provisions of this code.

(11) Section 107.1 is hereby amended to read as follows.

Sec. 107.1 NOTICE.

(a) **General.** Unless specifically provided herein, notice shall be given in accordance with Section 1-25 of the City Code.

(b) **Dangerous Buildings.** Notice of dangerous buildings and/or structure unfit for human occupancy shall be as follows:

1. Delivery in accordance with provisions of City Code Section 1-25.
2. If reasonable efforts under subsection (1) of this section have not been successful, then by posting a copy of the notice, for 24 hours in poster or letter form in a conspicuous place on the premises to be repaired or demolished.

(12) Section 107.2 is hereby amended to read as follows:

Sec. 107.2 UNAUTHORIZED TAMPERING.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or

tampered with, or removed without authorization from the code official.

(13) Section 107.3 is hereby amended to read as follows:

Sec. 107.3 PENALTIES.

Penalties for noncompliance with orders and notices shall be as set forth in Section 106.2.

(14) Section 107.4 is hereby amended to read as follows:

Sec. 107.4 TRANSFER OF OWNERSHIP.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

(15) Section 108.1.5 is hereby amended to read as follows:

Sec. 108.1.5 DANGEROUS STRUCTURE OR PREMISES.

For the purpose of this code, any structure or a premise that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel construction, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance, hazard or blighting influence to the public, as determined by the Planning Department, Building Inspections Department and Housing Board of Appeals.

12. Whenever the Code Official estimates the cost of placing the building in safe and sanitary condition exceeds 50% of real value as determined by the City Assessor.

13. Any natural structure, because of dilapidation, deterioration, decay or removal of some portion of the structure or ground necessary for the support is likely to collapse, fail or give way.

(16) Section 108.1.6 is hereby added to read as follows:

Sec. 108.1.6 NOTICE OF DANGEROUS AND UNSAFE CONDITION.

Whenever the Code Official has declared a building as dangerous, he shall give a written notice of such declaration and the required repairs or demolition of the building to the owner of the building. Such notice shall include the following:

1. A description or address for the real estate.
2. A statement of the violations, referring to the sections of this article or any other section of the City Code.

3. A statement obligating the owner to bring the building into complete compliance with this code and all other applicable sections of the City Code, or to demolish and remove the building.
4. A reasonable time limit for the completion of the repair or demolition, not to exceed 90 days.
5. A statement requiring the owner to state his intentions as to the repair or demolition order within ten days. The owner shall so state his intentions in writing to the City within such ten-day period. Failure to respond shall be considered a negative response which may result in the City implementing accelerated compliance measures.

(17) Section 108.3 is hereby amended to read as follows:

Sec. 108.3 NOTICE.

Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 107.1. The notice shall be in the form prescribed in Section 108.1.6

(18) Section 110.2 is hereby deleted.

(19) Section 111.1 is hereby amended to read as follows:

Sec. 111.1 HOUSING BOARD OF APPEALS CREATION.

The Housing Board of Appeals is hereby created and is referred to in this article as the Housing Board.

(20) Section 111.2 is hereby amended to read as follows:

Sec. 111.2 MEMBERSHIP.

The housing board shall consist of five persons appointed by the city council who shall be experienced in the building and housing field by having a background as a professional engineer, architect, member of a building construction trade, industry, banking and finances, with experience in home mortgages, real estate sales or such other persons as the city council may deem able to serve the best interests of the city.

(21) Section 111.3 is hereby amended to read as follows:

Sec. 111.3 APPOINTMENT; TERMS, VACANCIES.

Each member of the housing board shall be appointed for a term of five years, except that for the first appointments members shall be appointed for one, two, three, four and five years, respectively. All vacancies shall be filled for the unexpired term.

(22) Section 111.4 is hereby amended to read as follows:

Sec. 111.4 PROCEDURAL RULES; OFFICERS; MINUTES.

The housing board shall adopt its own procedural rules. There shall be a chairman, vice-chairman and secretary. The secretary shall keep minutes of each meeting, and a copy shall be given to the city clerk.

(23) Section 111.4.1 is hereby deleted.

(24) Section 111.5 is hereby amended to read as follows:

Sec. 111.5 APPEALS PROCEDURE.

Any person who is aggrieved with the ruling or decision of any city official which relates to the interpretation or enforcement of any of the provisions of this code may appeal such ruling or decision to the housing board. Such appeal shall be in writing on the form supplied by the city and shall be filed within ten days of such ruling or decision.

(25) Section 111.6 is hereby amended to read as follows:

Sec. 111.6 POWERS AND DUTIES.

The housing board shall hear, review and decide appeals from any order, requirement, decision or determination made by any city official charged with the enforcement of this code. The housing board may grant variances from the terms of the housing code as will not be contrary to the public interest, where owing to special conditions, as demonstrated by facts presented to or obtained by the housing board, a literal enforcement of the provisions of this code would result in unnecessary hardship. In exercising its powers, the housing board may reverse, modify or affirm, wholly or in part, the order requirement, decision or determination appealed from, and to that extent shall have all the powers of the city official from whom the appeal was taken.

(26) Section 111.7 is hereby amended to read as follows:

Sec. 111.7 CONDITIONS TO BE MET FOR VARIATIONS, REVERSALS OR MODIFICATIONS.

No variation, reversal or modification of provisions of this code shall be made by the housing board unless all of the following conditions are met:

1. There are exceptional or extraordinary circumstances or conditions related to the property or to the intended use which would cause unreasonable hardship by the strict enforcement of the terms of the housing code, or that the appellant would be deprived of a substantial property right.
2. Property values in the near vicinity will not be adversely affected.
3. The public health, safety or welfare of any person or any property will not be jeopardized.

(27) Section 111.8 is hereby amended to read as follows:

Sec. 111.8 FINDING OF FACTS.

The housing board in granting or denying an appeal shall make findings of facts to each part of section 111.7 of this code and such findings shall be recorded in the minutes. Any appeal granted without such finding shall be void. If there is doubt as to whether an appeal should be granted, then such doubt shall be resolved in denying of the appeal.

(28) Section 111.9 is hereby added to read as follows:

Sec. 111.9 BINDING CLAUSE.

Where an appeal has been granted by the housing board, the variations or modifications allowed shall apply to any similar requirements in other sections of this Code.

(29) Section 111.10 is hereby added to read as follows.

Sec. 111.10 COURT REVIEW.

Any person, whether or not a previous party to the appeal, shall have the right to apply to the appropriate court for a review to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision of office of the Code Official.

(30) Section 112.4 is hereby amended to read as follows:

Sec. 112.4 FAILURE TO COMPLY.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a civil infraction citation and the penalties prescribed by this code.

(31) Section 201.3 is hereby amended to read as follows:

Sec. 201.3 TERMS DEFINED IN OTHER CODES.

Where terms are not defined in this code and are defined in the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Electrical Code, Michigan Mechanical Code, Michigan Plumbing Code or International Fire Code, such terms shall have the meanings ascribed to them as stated in those codes.

(32) The following definitions are hereby added to Section 202:

ABANDONED STRUCTURE. A structure that has been vacant for 30 or more days and meets any of the following criteria:

1. Provides a location for loitering, vagrancy, unauthorized entry or other criminal activity.

2. Has been boarded for at least 60 days.
3. Has taxes in arrears for a period of time exceeding 365 days.
4. Has a utility or utilities disconnected.
5. Is not maintained in compliance with the Property Maintenance Code.

BLIGHT Any deteriorated condition of land or structure that contributes to a decrease in the aesthetics or overall desirability of the property.

BOARDING HOUSE, LODGING HOUSE, TOURIST HOUSE. A building having one kitchen and used for the purpose of providing meals or lodging, or both meals and lodging, to persons other than members of the family occupying such dwelling. In the case of single-family and two-family dwellings, the number of roomers or boarders shall not exceed one per dwelling unit.

CODE ENFORCEMENT ACTIVITY. – All activities performed by city staff or designee to locate, identify and abate violations of city code.

NATURAL STRUCTURE. Any structure that is created or grown from natural sources.

NOXIOUS WEEDS. Means an annual, biennial or perennial plant designated by the Michigan Commissioner of Agriculture as injurious to public health, the environment, public roads or other property.

ONE-FAMILY DWELLING. A building containing one (1) dwelling unit with not more than one lodger or boarder.

PUBLIC NUISANCE. Includes any of the following:

1. The physical condition or occupancy of any premises regarded as a public nuisance at common law;
2. Any physical condition or occupancy of a premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures;
3. Any premises that has unsanitary sewerage or plumbing facilities;
4. Any premises designated as unsafe for human habitation;
5. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecured so as to endanger life, limb or property;
6. Any premises from which the plumbing, heating or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided;

7. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has uncontrolled growth of weeds; or
8. Any natural or man-made structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

RANK VEGETATION. Means uncultivated plants growing at a rapid rate due to unplanned, unintentional, or accidental circumstances.

VACANT STRUCTURE. A structure that is vacant and does not meet the definition of the Abandoned Structure or Dangerous Building.

(33) Section 301.4 is hereby added to read as follows:

Sec. 301.4 ANIMALS AND BEES.

No horse, cow, calf, swine, sheep, goat, chickens, bees, pigeons, geese, ducks, rabbits, or any protected wild animal shall be kept in any dwelling, nor shall any such animals or bees be kept on the same lot or premises with a dwelling, except under conditions prescribed by the code official so as not to constitute a nuisance to any neighbors or property and so as not to constitute any nuisance, health or safety hazard.

(34) Section 302.4 is hereby amended to read as follows:

Sec. 302.4 WEEDS.

All premises and exterior property shall be maintained free from weeds in excess of twelve (12) inches in height. All noxious weeds and rank vegetation shall be prohibited. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.2 and as prescribed by the City. Upon failure to comply with the notice of violation, any duly authorized employee of the City or contractor hired by the City shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. Fees for such action shall be charged in accordance with section 106.4.1

(35) Section 302.8 is hereby amended to read as follows:

Sec. 302.8 MOTOR VEHICLES.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored outdoors on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work,

provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

(36) Section 304.1.1 is hereby amended to read as follows:

Sec. 304.1.1 UNSAFE CONDITIONS.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the Michigan Building Code or the Michigan Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are

anchored with connections not capable of supporting all nominal loads and resisting all load effects;

12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

(37) Section 304.13.1 is hereby amended to read as follows:

Sec. 304.13.1 GLAZING.

Every window sash shall be fully supplied with approved glazing.

(38) Section 304.14 is hereby amended to read as follows:

Sec. 304.14 INSECT SCREENS.

During the period from *April 1st to October 31st* every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(39) Section 305.1.1 is hereby amended to read as follows:

Sec 305.1.1 UNSAFE CONDITIONS.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the Michigan Building Code, the Michigan Residential Code or the Michigan Rehabilitation Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;

3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

(40) Section 305.7 is hereby added to read as follows:

Sec. 305.7 FLOORS.

Every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition. All floor surfaces throughout a dwelling unit shall be maintained in a sound condition, securely fastened, free of holes, tears or open areas, and kept in such a manner so as not to contribute to unsafe or unsanitary conditions.

(41) Section 305.8 is hereby added to read as follows:

Sec. 305.8 FREE FROM DAMPNESS.

Every building, basement and crawl space shall be maintained to prevent conditions conducive to decay or deterioration of the structure.

(42) Section 306.1.1 is hereby amended as follows:

Sec. 306.1.1 UNSAFE CONDITIONS.

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1 Collapse of footing or foundation system;
 - 1.2 Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3 Adverse effects to the design strength of footing, foundation, concrete or other structural

- element due to a chemical reaction from the soil;
 - 1.4 Inadequate soil as determined by a geotechnical investigation;
 - 1.5 Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6 Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1 Deterioration;
 - 2.2 Ultimate deformation;
 - 2.3 Fractures;
 - 2.4 Fissures;
 - 2.5 Spalling;
 - 2.6 Exposed reinforcement; or
 - 2.7 Detached, dislodged or failing connections.
 3. Aluminum that has been subjected to any of the following conditions:
 - 3.1 Deterioration;
 - 3.2 Corrosion;
 - 3.3 Elastic deformation;
 - 3.4 Ultimate deformation;
 - 3.5 Stress or strain cracks;
 - 3.6 Joint fatigue; or
 - 3.7 Detached, dislodged or failing connections.
 4. Masonry that has been subjected to any of the following conditions:
 - 4.1 Deterioration;
 - 4.2 Ultimate deformation;
 - 4.3 Fractures in masonry or mortar joints;
 - 4.4 Fissures in masonry or mortar joints;
 - 4.5 Spalling;
 - 4.6 Exposed reinforcement; or
 - 4.7 Detached, dislodged or failing connections.
 5. Steel that has been subjected to any of the following conditions:
 - 5.1 Deterioration;
 - 5.2 Elastic deformation;
 - 5.3 Ultimate deformation;
 - 5.4 Metal fatigue; or
 - 5.5 Detached, dislodged or failing connections.
 6. Wood that has been subjected to any of the following conditions:
 - 6.1 Ultimate deformation;
 - 6.2 Deterioration;
 - 6.3 Damage from insects, rodents and other vermin;
 - 6.4 Fire damage beyond charring;
 - 6.5 Significant splits and checks;
 - 6.6 Horizontal shear cracks;
 - 6.7 Vertical shear cracks;
 - 6.8 Inadequate support;
 - 6.9 Detached, dislodged or failing connections; or
 - 6.10 Excessive cutting and notching.

Exceptions:

1. When substantiated otherwise by an approved method.

2. Demolition of unsafe conditions shall be permitted when approved by the code official.
- (43) Section 308.3.1 is hereby deleted
- (44) Section 308.3.2 is hereby deleted

(45) Section 401.3 is hereby amended to read as follows:

Sec. 401.3 ALTERNATIVE DEVICES.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the Michigan Building Code, and Michigan Residential Code, shall be permitted.

(46) Section 502.5 is hereby amended to read as follows:

Sec. 502.5 PUBLIC TOILET FACILITIES.

Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Michigan Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

(47) Section 505.1 is hereby amended to read as follows:

Sec. 505.1 GENERAL

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Michigan Plumbing Code.

(48) Section 602.2 is hereby amended to read as follows:

Sec. 602.2 RESIDENTIAL OCCUPANCIES.

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the Michigan Building Code or the Michigan Residential Code or the Michigan Plumbing Code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

(49) Section 602.3 is hereby amended to read as follows:

Sec. 602.3 HEAT SUPPLY.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain the room temperatures specified in Section 602.2 in this code.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the Michigan Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

(50) Section 602.3.1 is hereby added to read as follows:

Sec. 602.3.1 NONRESIDENTIAL STRUCTURES.

Every enclosed occupied work space shall be supplied with sufficient heat to maintain a temperature of not less than 65 degrees F. (18 degrees C.) during all working hours.

(51) Section 602.4 is hereby amended to read as follows:

Sec. 602.4 ROOM TEMPERATURE MEASUREMENT.

The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

(52) Section 602.5 is hereby deleted.

(53) Section 604.2 is hereby amended to read as follows:

Sec. 604.2 SERVICE.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Michigan Building Code, the Michigan Residential Code and/or Michigan Electrical Code. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

(54) Section 604.3.1.1 is hereby amended to read as follows:

Sec. 604.3.1.1 ELECTRICAL EQUIPMENT.

Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the Michigan Building Code and/or the Michigan Residential Code or the Michigan Electrical Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report

from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

(55) Section 604.3.2.1 is hereby amended to read as follows:

Sec. 604.3.2.1 ELECTRICAL EQUIPMENT.

Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the Michigan Electrical Code and or the Michigan Building Code and Michigan Residential Code

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

(56) Section 702.3 is hereby amended to read as follows:

Sec. 702.3 LOCKED DOORS

All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the Michigan Residential Code and the Michigan Building Code.

(57) Section 704.1 is hereby amended to read as follows.

Sec. 704.1 GENERAL.

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an openable condition at all times in accordance with the International Fire Code, the Michigan Building Code, the Michigan Residential Code and the Michigan Mechanical Code.

(58) Section 704.1.1 is hereby amended to read as follows:

Sec. 704.1.1 AUTOMATIC SPRINKLER SYSTEMS.

Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25, the Michigan Building Code and Michigan Residential Code.

(59) Section 704.2 is hereby amended to read as follows.

Sec. 704.2 SMOKE ALARMS.

Single- or multiple-station smoke alarms shall be installed and maintained in Group R-2, R-3 or R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code, Michigan Building Code and Michigan Residential Code.

(60) Section 704.3. is hereby amended to read as follows.

Sec. 704.3 POWER SOURCE.

In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a batter backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where

no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes. Where allowed, battery powered smoke detectors shall be energized with not less than a five year battery.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2015.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2015.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 5-15

5/4/15
Clerk/RG

ORDINANCE NO. 6-15

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE
CITY OF WYOMING BY ADDING SUBSECTION (100) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (100) thereto, to read as follows:

(100) To rezone 0.4 acres from RO-1 Restricted Office to B-1 Local Business (4992 Wilson Avenue)

LEGAL DESCRIPTION:

THE WEST 183 FEET OF THE SOUTH 140 FEET OF THE NORTH 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 29, TOWN 6 NORTH, RANGE 12 WEST; CITY OF
WYOMING, KENT COUNTY, MICHIGAN. SUBJECT TO AN EASEMENT FOR HIGHWAY
PURPOSES OVER THE WEST 33 FEET THEREOF.

Section 2. This ordinance shall be in full force and effect on the ____ day of June, 2015.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of June, 2015.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 6-15



April 28, 2015

Ms. Kelli Vandenberg
City Clerk
Wyoming, MI

Subject: Request to rezone 0.4 acres from RO-1 Restricted Office to B-1 Local Business. The property is located at 4992 Wilson Avenue.

Recommendation: To approve the proposed rezoning.

Dear Ms. Vandenberg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 21, 2015. A motion was made by Woodruff, supported by Micele, to recommend to City Council approval of the subject rezoning. After discussion, the motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

The petitioners propose to rezone this property to accommodate its development as a two-tenant and 3000 square foot retail center (see attached exhibits). If the rezoning is approved, the petitioners will then seek special use and site plan approval from the Planning Commission for the project.

The City of Wyoming Land Use Plan 2020 was adopted in 2006. It identifies this site (see attached) as being appropriate for Community Commercial purposes. This is the same designation as the surrounding commercial developments.

Prior to 2004, the developers of the Wilsontown Shopping Center had sought to acquire this property to combine with their development. This did not occur, and the access drive to the shopping center was constructed along the property's north property line. This contention between the property owners blocked the ability to share access. Subsequently in June 2004, this property was rezoned from ER Estate Residential to RO-1 Restricted Office. The rationale for the rezoning was that the property would be poorly suited for residential purposes. In addition, because of its small size and lack of shared access, its ability to be developed for commercial purposes would be greatly restricted, given the need for the front yard greenbelt, parking and setback requirements. A small office building with limited parking needs was considered to be all that would be feasible on the site (see attached 2004 conceptual plan). This rezoning also occurred prior to Wilson Avenue being widened to four lanes.

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

The petitioners have now obtained a working agreement to have access to the Wilsontown Shopping Center driveway. If the rezoning is approved, the property owners will finalize this agreement to allow the development to proceed. The petitioners have voluntarily offered to enter into a Development Agreement (see attached) with the City Council to commit to the proposed development plan.

This property is unsuitable for rezoning to the PUD-2 Commercial Planned Unit Development district which borders the site to the north and east. The PUD-2 district was expressly created to address the development of the Wilsontown Shopping Center. The PUD-2 district requires properties to be a minimum of one acre and a 200 foot building setback is required from residential properties. The B-1 district requires properties to be a minimum of 6,500 square feet (0.15 acres) with a 20 foot minimum building setback from residentially zoned properties.

The properties to the south along the east side of Wilson Avenue to 52nd Street are identified in the Land Use Plan as being appropriate for Office Service. Dating back to before development of the Land Use Plan, those property owners have desired commercial zoning. The Land Use Plan was developed to create a balance of commercial, office and multifamily uses where appropriate along the Wilson Avenue frontage.

The 16 acres across Wilson Avenue and to the southwest was rezoned in January 2015 to accommodate 192 apartments (14 acres) and a small office development (2 acres).

Conformance with the City of Wyoming Sustainability Principles:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

This area of Wyoming and Grandville is one of the predominant commercial centers in West Michigan. The proposed rezoning and subsequent development is small in scale, and would integrate well into the Wilsontown Shopping Center development. The development would contribute to the area's economic strength, and would provide employment through construction and ongoing business activities. The proposed rezoning conforms to the City of Wyoming Sustainability Principles.

The Development Review Team suggested the Planning Commission recommend to the City Council approval of the rezoning.

At the public hearing there was one speaker who was concerned over how this rezoning may influence future land use to the south along Wilson Avenue.

Postema requested to abstain from the voting due to a conflict of interest. That request was approved by the Commission. A motion was made by Woodruff, supported by Micele, to recommend to City Council approval of the proposed rezoning. The motion carried unanimously.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

Terms of a Development Agreement for 4992 Wilson Avenue:

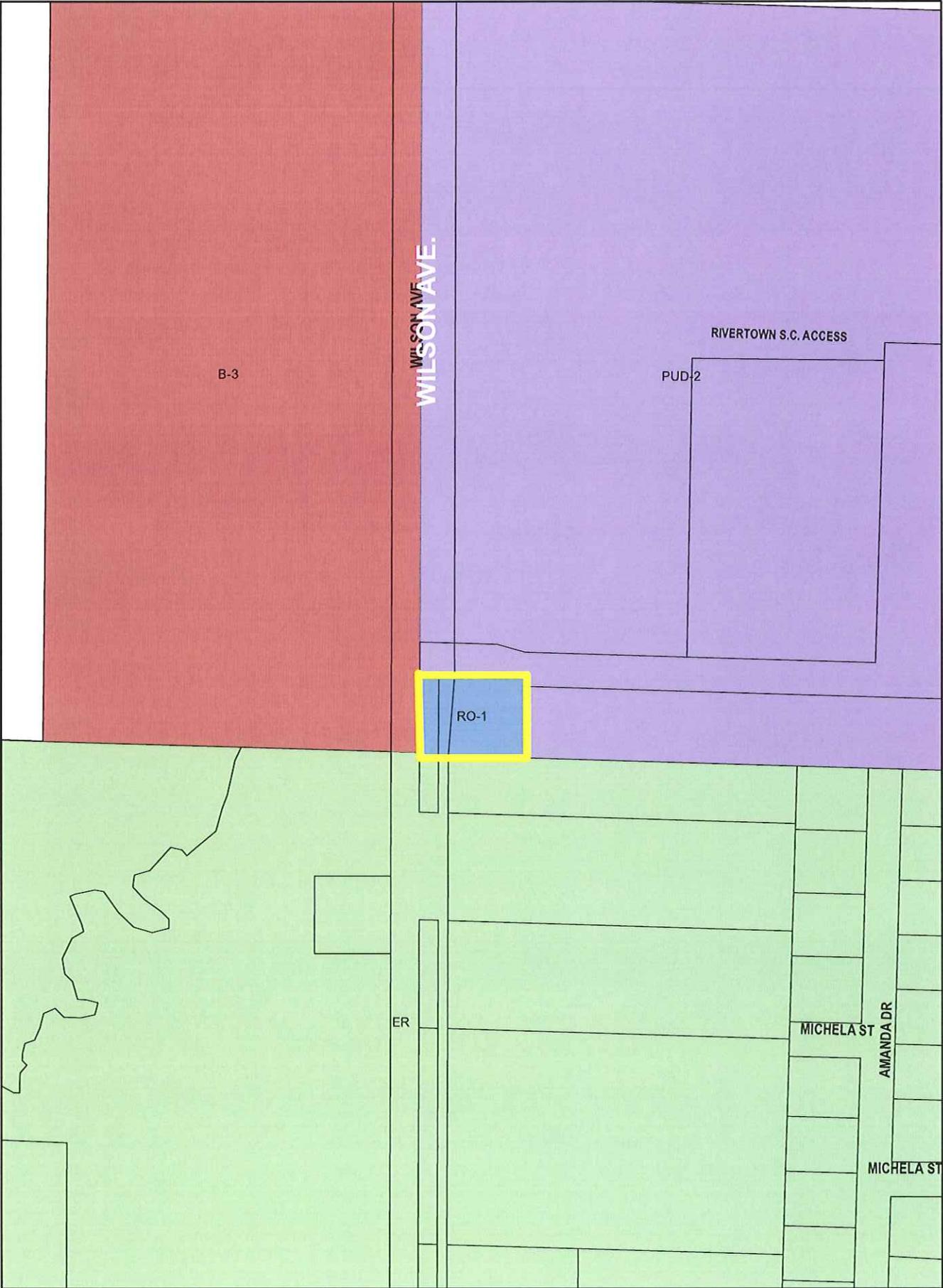
The developer offers to the City of Wyoming an agreement to develop the site at 4992 Wilson Avenue as follows:

Upon successful completion by the City of Wyoming of rezoning to B-1, site plan approval and approval of the special use permit for a drive through, and granting of necessary variances the developer agrees to the following conditions:

The Site shall be developed in general conformance to the submitted site plan, subject to City of Wyoming review comments. Minor deviations shall be permitted to adjust for unforeseen field conditions, City of Wyoming requirements and other similar requirements necessary for the successful construction of the proposed project.

The developer will obtain the necessary easements from the Wilsontown Development and Home Depot to complete the driveway access system shown on the proposed site plan.





B-3

WILSON AVE.

RIVERTOWN S.C. ACCESS

PUD-2

RO-1

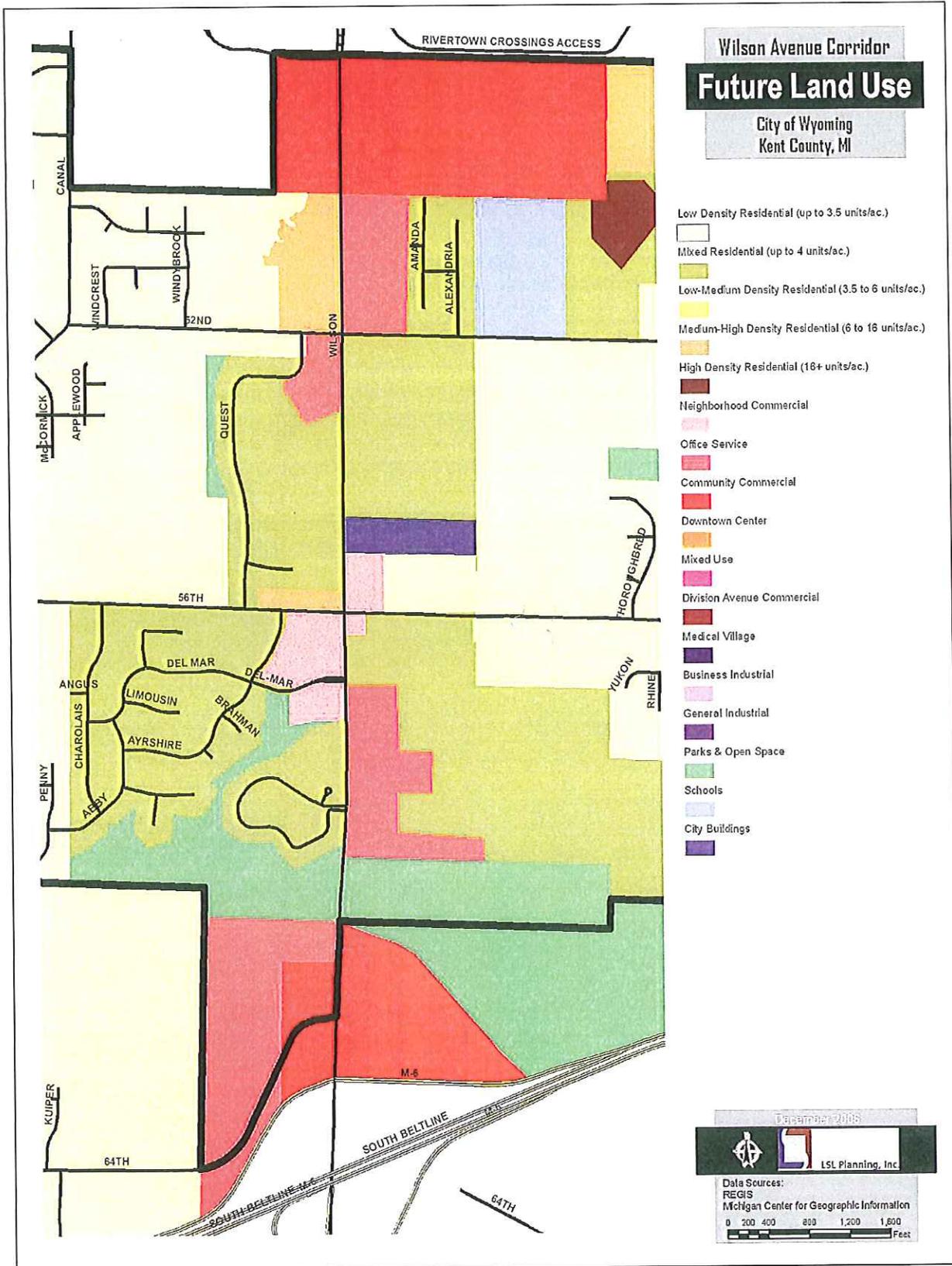
ER

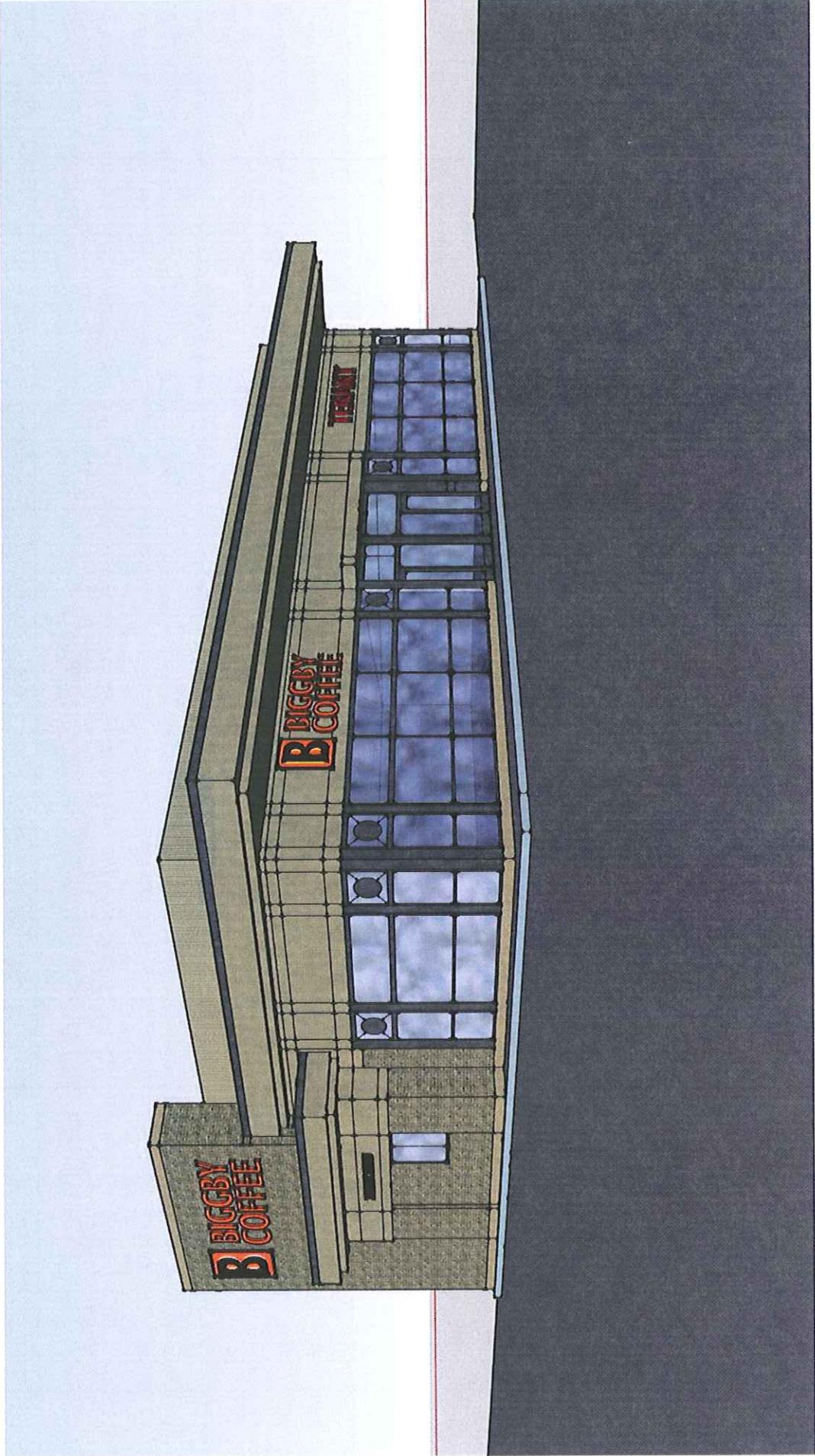
MICHELA ST

AMANDA DR

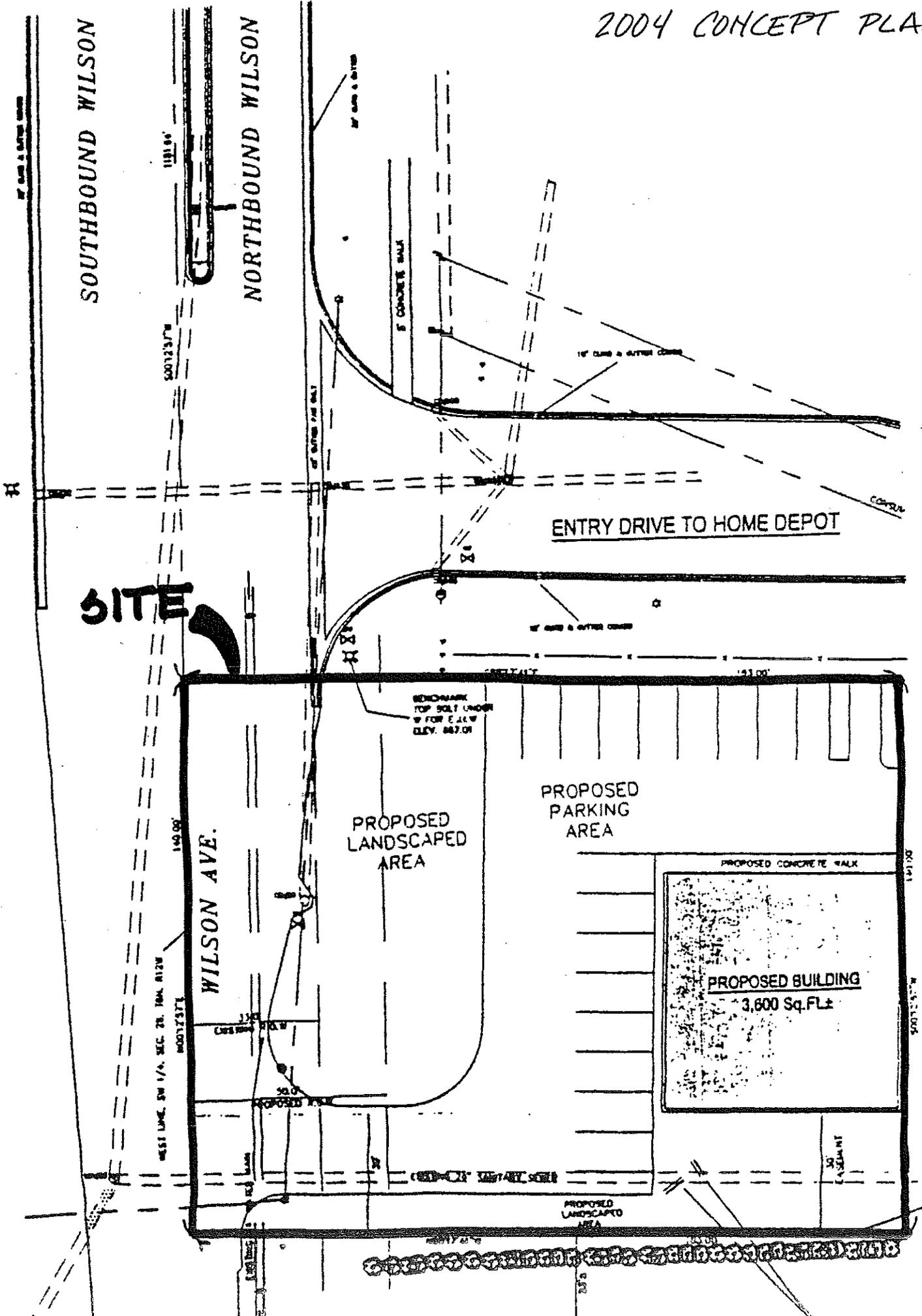
MICHELA ST

FUTURE LAND USE
CITY OF WYOMING LAND USE PLAN 2020





2004 CONCEPT PLAN



SOUTHBOUND WILSON

NORTHBOUND WILSON

SITE

ENTRY DRIVE TO HOME DEPOT

WILSON AVE.

PROPOSED LANDSCAPED AREA

PROPOSED PARKING AREA

PROPOSED BUILDING
3,600 Sq. Ft.

WEST LIME SW 1/4, SEC. 28, T8N, R12W
MOUNTAIN

MONUMENT
TOP BOLT UNDER
W FOR E.A.W.
ELEV. 887.01

PROPOSED LANDSCAPED AREA

SO
EASEMENT

